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+ Of Counsel

January 12, 2022

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

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

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

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

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

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

RE: Town of St. Lucie Village

Gentlemen and Ms. Van Hekken:

Please accept the following as our attorney's report for the January 18th meeting.

1. Garbage Contract/Issues. My partner, Ian Osking, has reviewed and will address this issue. For your reference, copies of the current contract documents are enclosed.
2. Request for Three-Way Stop at Yacht View and NIRD. Bill reports a number of requests to have three-way stop signs at North Indian River Drive and Yacht View.
3. North Indian River Drive – Additional Speed Humps. I gather that there is interest in having additional speed humps on NIRD, and this item is agendaed for discussion and input.
4. 495 Peninsula (Oney) – Determination of Front Yard. Mr. and Mrs. Oney are requesting that the Board determine that their front yard is on the west side of their property. See enclosed email and drawings.
5. Request to Initiate Zoning Change regarding Extension of Variances, etc. The Oneys also request that you initiate a change to the Zoning Ordinance so that variances can be extended.

January 12, 2022

6. Request to Initiate Zoning Change regarding Epoxy Resin Blending as Conditional Use in C Zoning District. See the enclosed email and draft provision(s). The Delos request that the Board initiate these change(s) to the Zoning Ordinance.
7. Resolution 2022-1 – Zoning Ordinance Codification through Ordinance 2018-6. I've enclosed the resolution without attachment, and posted it at the website with attachment. This resolution approves a codification now including changes from Ordinance 2018-6. There is no substantive issue to consider at this point.
8. Fort Capron Ditch – Proposals for Culvert Installations at 352 Chamberlin (Skinner) and IRLWC Pump House (Pruitt). See enclosed email and photo related to the ditch behind the Skinner property. See enclosed proposals for the referenced work, and apparently similar work at the IRLWC pump house.
9. Approval of Engagement of Outside Counsel. The engagement letter with Greg Stewart has been executed, copy enclosed. This is agendaed for you to confirm approval.
10. 3507, 3523 Old Dixie (Sun Camper); 3463 Old Dixie (Danks). We are following up with the Marshal on issuing formal warnings on these matters.
11. Year-Round Irrigation Ordinance. See enclosed email between Bill and the Water Management District. It appears that we will need to move this forward.
12. Lien Queries. None during the past month.
13. Zoning Queries. I enclose an email query and my response to Mr. Housewright concerning 412 River Prado.
14. All Aboard/Brightline. We have continued to post the pertinent information at the Notices tab on the Village website.

An issue has come up related to closing off the north-south road from Yacht View to St. Lucie Lane. See enclosed emails.
15. Comprehensive Plan Amendments. I'll update you as we proceed.
16. Resolution 2021-4 – Agreement with St. Lucie County School Board Regarding St. Lucie School. We have worked with the surveyor and title company on a legal description and have now issued a title commitment, copy enclosed.
17. American Rescue Plan. We have until April 30, 2022 to do our first reporting. As an update, see enclosed email.

18. Public Records Request(s). Our only pending request is that from Mr. Sweeney on behalf of Mr. Wright. That had been previously forwarded but I am enclosing copies of the request and my most recent follow-up email.
19. Legislation Regarding Permitting. Carl is being mindful of this legislation, but we still may need to formally address it.
20. Strip of Land in Rivergate Estates (Jessup). I've not heard anything further on this matter.
21. Cargo/shipping Containers. I still need to bring an ordinance forward.
22. Wetlands Issues. I've gotten input on this issue, but haven't resolved whether there is some uniform approach we can apply.
23. 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.
24. Occupational Licenses. I am carrying forward this note that it is probably time to update and revise the governing Village ordinance.
25. 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.
26. Noise and Operations Monitoring System (Airport). I don't know the status of this.
27. Impact Fee Interlocal. I have not heard anything further.
28. 3130 N. US 1 (S&D Holdings) – Update Conditional Use Permitting. See Request to Initiate Zoning Change regarding Epoxy Resin Blending as a Conditional Use. I'll drop this item.
29. 143 Torpey Road (Silver Shores Holdings, LLC). I don't actually see a cargo container on this property, so I'll drop this matter.
30. Referrals to Special Magistrate: The unresolved matters remain:
 - a. 4050/4058 N US 1 (Zito)
 - b. 3429-3463 Old Dixie (Danks) (I have asked the Marshal to observe)
 - c. 3100 N. US 1 (Sarasola)
 - d. 3507, 3523 Old Dixie (Sun Camper)

Mayor and Board of Aldermen

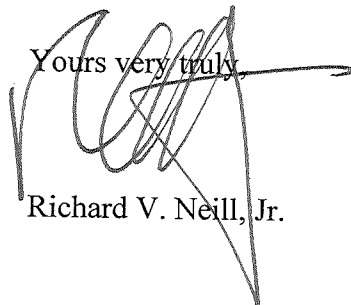
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January 12, 2022

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

With best regards.

Yours very truly,

A handwritten signature in dark ink, appearing to be 'RVN Jr.', written over the text 'Yours very truly,'.

Richard V. Neill, Jr.

RVNjr/lam

Enclosures

cc: Mary Fowler, Clerk (w/encls.)
Cathy Townsend (w/encls.)

Wesley Taylor (w/encls.)

AGREEMENT

The TOWN OF ST. LUCIE VILLAGE, FLORIDA ("the Village") and WASTE PRO OF FLORIDA, INC., ("Waste Pro") hereby agree as follows:

1. The term of the December 20, 2011 Extension Agreement between the Village and Waste Pro, is extended for the second renewal period so that the agreement will not expire until September 30, 2022.

2. The rate paid to Waste Pro shall, effective October 1, 2018 and for the duration of this extension, increase from \$18.54 per residence per month to \$18.93 per residence per month.

3. Except as specified herein, the terms of that December 20, 2011 Extension Agreement shall otherwise remain in full force and effect during this extension.

WASTE PRO OF FLORIDA, INC.

TOWN OF ST. LUCIE VILLAGE

By:

P. McLaughlin

By:

William J. Thiese, Mayor

Attest:

By:

Donna Dennis
Clerk by
Donna Dennis, Deputy Clerk

Extension Agreement

Between

Town of St. Lucie Village

and

Waste Pro

This Agreement is hereby made and entered into this 20th day of December 2011, between **Town of St. Lucie Village, Florida ("Town")** and **Waste Pro of Florida, Inc., a Florida Corporation**, located at 2101 W. State Road 434, Suite 315, Longwood, Florida 32779 ("Contractor")

WITNESSETH

WHEREAS, the Town desires to extend the September 22, 1998 agreement (as previously amended and clarified) with Contractor (and its predecessors) to perform certain solid waste and recycling services with the boundaries of the Town; and

WHEREAS, Contractor desires to continue and extend the agreement to perform such services pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor agree to an extension of the existing agreement on the following terms:

Article 1. Background Recitals

- 1.0 The recitals set forth above are true and correct and form a material part of this Agreement.

Article 2. Term of Agreement

- 2.0 The term of the Extension Agreement ("this Agreement") shall be for a period of five (5) years, which shall begin October 1, 2012. This Agreement may be renewed for an additional two (2) five (5) year terms by mutual written consent of the parties.

Article 3. Definitions and Interpretations

- 3.0 General. The following words and phrases contained in this Agreement shall have the meaning set forth in the section unless the context clearly indicates otherwise or as otherwise required by law. Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa.

3.1. **Agreement** shall mean this Agreement between the Town and the Contractor, together with all exhibits and other documents that are expressly incorporated by reference.

3.2. **Applicable Law** means any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the Town or Contractor under this Agreement

3.3. **Biological Waste** shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under chapter 470, Florida Statutes.

3.4. **Biomedical Waste** shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Florida Department of Health represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.

3.5. **Bulk Trash** shall mean any non-vegetative item that cannot be containerized, bagged or bundled, or whose large size or weight precludes its handling by normal, Collection, processing or disposal methods. Bulk Trash includes, but is not limited to, discarded White Goods that are not Freon-Containing Devices, toilets, pool heaters, water softeners, pianos, bath tubs, sinks, bicycles, and similar household goods, appliances, fixtures and furniture.

3.6. **Collect and Collection** shall mean the process whereby Solid Waste is picked-up and removed from the location where it is generated, and then transported to the County Landfill.

3.7 **Construction and Demolition Debris** shall have the same meaning proscribed in 62-701.200(27), Florida Administrative Code, which at the effective date of this Agreement means:

Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure,

including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project. Further, except as provided in Section 403.707(12)(j), Florida Statutes, this term shall also include unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps or pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other nonhazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project.

3.8. **Contract Manager** shall mean the person designated by the Town to act as the Town's representative during the term of this Agreement.

3.9. **County** shall mean St. Lucie County, Florida. It shall also include the St. Lucie County Solid Waste Disposal District, a dependent special district of St. Lucie County, Florida.

3.10. **Customer** shall mean the Town and any Person who receives, is required to receive, or requests collection services within the Town pursuant to the terms of this Agreement and the Town Code.

3.11. **County Landfill** shall mean the Solid Waste Disposal Facility or Facilities owned or operated by St. Lucie County.

3.12. **Disposal Costs** shall mean the "tipping fees" or landfill costs charged to the Contractor by others for the disposal of solid waste collected by the Contractor in performing collection and disposal services provided hereunder.

3.13. **Freon-Containing Devices** shall mean White Goods, appliances or other devices that contain or may release Freon, such as refrigerators, freezers, air conditioners, and dehumidifiers.

3.14. **Garbage** shall mean all kitchen and table food waste, and any animal, vegetative, food or other organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

3.15. **Garage Collection Point** shall mean the location where the Contractor shall pick up the Residential Solid Waste and Recyclable Materials discarded by a Customer as required by this Agreement.

3.16. **Garbage Receptacle** shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and includes a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle.

3.17. **Hazardous Waste** shall mean any Solid Waste regulated as a hazardous waste by the Florida Department of Environmental Protection or the U.S. Environmental Protection Agency pursuant to Applicable Law.

3.18. **Industrial Solid Waste** shall mean Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather or leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastic products and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

3.19. **Multiple Dwelling Units** shall mean any building containing five (5) or more permanent living units. Multiple Dwelling Units include condominiums, but do not include hotels or motels.

3.20. **Person** shall mean any and all persons, natural or artificial, including, without limitation, any individual, firm, partnership, corporation, company, association, social club, fraternal organization, church, religious sect, religious denomination, society, organization or league, estate, trust, receiver, executor, administrator, trustee, or syndicate, municipal corporation, municipality, district or county of Florida and any other state; any governmental agency or political subdivision of any state or the federal government; or any other legal entity, and any group or combination of the above acting as a unit.

3.21. **Recyclable Materials** shall mean Plastics #1 through #7 clear, brown and green glass, metal cans (both ferrous and non-ferrous aluminum), aerosol cans, aluminum foil, aluminum pie plates, aluminum trays, and aseptic packaging (milk and juice cartons), paper products including newspapers/inserts, magazines, catalogs, books, telephone books, cereal boxes, food boxes, soda and beer boxes and corrugated cardboard. The terms "Recyclable Materials" and "Recyclables" may be used interchangeably throughout this Agreement and shall have the same meaning.

3.22. **Recycling Cart** shall mean (1) one - 65 gallon cart for all recyclables to be placed commingled.

3.22. **Residential Recycling** shall mean Recyclables resulting from the normal housekeeping activities of a Residential Unit or Mobile Home Park that has elected to receive Residential Recycling Service.

- 3.23. **Residential Solid Waste** shall mean Garbage, Trash, and Bulk Trash resulting from the normal housekeeping activities of a Residential Unit or Mobile Home Park that has elected to receive Residential Solid Waste Collection Service.
- 3.24. **Residential Solid Waste Collection Service** shall mean the Collection and disposal of Residential Solid Waste generated within the Town.
- 3.25. **Residential Unit** shall mean each and every lot or parcel of land that is improved for occupancy as a single-family residence, duplex, triplex, or quadraplex, and any other residence, except a Multiple Dwelling Unit.
- 3.26. **Solid Waste** shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recycled Materials are not Solid Waste.
- 3.27. **Solid Waste Disposal Facility** means any solid waste management facility which is the final resting place for solid waste, including landfills and incineration facilities.
- 3.28. **Special Waste** shall mean Solid Wastes that can require special handling and management, including, but not limited to, White Goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, and Biological Wastes.
- 3.29. **Town Council** shall mean the Board of Aldermen of the Town of St. Lucie Village.
- 3.30. **Trash** shall mean all accumulations of refuse, rags, paper, paper boxes and containers, sweepings, other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Trash.
- 3.31. **Uncontrollable Force** shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, terrorism, sabotage, and governmental actions. Labor disputes, including, without limitation, strikes and slowdowns, are not an Uncontrollable Force.
- 3.32. **White Goods** includes inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances. White Goods do not include Freon-Containing Devices.
- 3.33. **Yard Trash** shall mean vegetative matter resulting from yard and landscaping maintenance, including grass clippings, palm fronds, tree branches and other similar matter.

Article 4. Grant of Contract

4.0. Exclusive Contract. There is hereby granted to Contractor an exclusive right, privilege or Contract to collect and transport for disposal Residential Solid Waste within the Town, during the term of this Agreement and subject to the limitations and conditions as set forth in this Agreement. All rights granted to Contractor hereunder shall be subject to the continuing right of the Town to regulate the Town's rights-of-way, easements and to protect the public health, safety, and welfare as shall, at the sole discretion of the Town, be in the public's interest. The grant of this contract shall not affect the Town's right to provide collection services during an emergency.

4.1. Recyclable Materials. The collection of residential recyclables is included in this Agreement.

4.2. Limited Grant of Rights. This Agreement does not grant any rights or remedies to the Contractor except those that are expressly identified and conveyed by the specific terms of this Agreement.

4.3. Minimum Requirements for Contractor's Services. This Agreement establishes minimum requirements and performance standards for the Contractor. Any services provided by the Contractor pursuant to Section 4.0 shall fully and strictly comply with the requirements in this Agreement and any Applicable Law.

Article 5. Title to Solid Waste

5.0. Title. After Residential Solid Waste is placed at a Garage Collection Point or any other approved location for Collection by the Contractor and Town, and if applicable, after Recycled Materials are collected by Contractor, the Town shall hold title and ownership to all such materials. The Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials, except as set forth herein. However, the Contractor shall have the sole responsibility and liability for the lawful disposal of any Biological Waste, Biomedical Waste, or Hazardous Waste that the Contractor Collects.

Article 6. Processing and Disposal

6.0. Processing. Recovered Materials collection, processing and marketing are outside the scope of this Agreement.

6.1. Solid Waste Disposal. The Contractor shall dispose of Residential Solid Waste collected from within the Town at the County Landfill unless otherwise agreed by the Contractor and Town in writing.

6.2 Disposal of Recyclables. The Contractor shall dispose of Recyclables collected

within the Town at a recycling disposal location for Recyclables within St. Lucie County unless otherwise agreed by the Contractor and Town in writing.

6.3 Compliance with Interlocal Agreement. The Contractor acknowledges that the Town is negotiating an Interlocal Agreement with St. Lucie County concerning the disposition of solid waste and agrees to comply, in all aspects pertaining, with the Interlocal Agreement's requirements on the Village, its franchisee or permittee to deliver solid waste, as defined in the Interlocal Agreement, and to pay all related fees and charges specified therein.

Article 7. Residential Services

7.0. Hours of Residential Service- General. Residential Solid Waste Collection Service, excluding Yard Trash, shall be provided Monday through Saturday, beginning no earlier than 7:00 a.m. and ending no later than 5:00 p.m.

7.1. Days of Residential Service. Residential Solid Waste shall not be Collected by the Contractor on Sundays or the holidays of July 4th, Thanksgiving, Christmas, unless necessary to respond to an Uncontrollable Force. Residential Solid Waste does not need to be collected by the Contractor on any holiday when the County Landfill is closed. If Residential Solid Waste Collection Service is scheduled to be provided on a holiday, the Contractor shall collect the Residential Solid Waste on the next regularly scheduled Collection day.

7.2 Frequency of Residential Solid Waste Collection Service—Garbage and Trash. At least two (2) times each week, the Contractor shall Collect Garbage and Trash from all residential Customers inside the limits of the Town of St. Lucie Village. The Collections of Garbage and Trash shall be at least three (3) days apart. Collection days shall be on Mondays and Thursdays unless changes are required by the Contract Manager.

7.2a Frequency of Service—Recyclables. One (1) time each week, the Contractor shall Collect Recyclables from all residential Customers inside the limits of the Town. Collection day shall be on Thursdays unless changes are agreed to by the Contract Manager.

7.2b Frequency of Service —Yard Trash. One (1) time each week, the Contractor shall collect Yard Trash from all residential Customers inside the limits of the Town. Collection day shall be on Wednesdays unless changes are agreed to by the Contract Manager.

7.4. Frequency of Service--Bulk Trash. The Contractor shall collect all Bulk Trash and Freon-Containing Devices placed at the Curbside Collection Point within four (4) calendar days after receiving a Customer's request to Collect such materials. There shall be no additional charge to the Customer or the Town for Collecting Bulk Trash.

7.5. Obligations Of Contractor To Residential Customers - General. Contractor shall be required to provide residential customers with garage door service at no additional cost.

However, if the Customer chooses to deliver their Residential Solid Waste or Recyclable Materials to the Curbside, the Contractor shall collect the Solid Waste or Recyclable Materials and the collection crew shall return the containers to the garage door area, as opposed to leaving them at the curbside.

7.5.1. Bulk Trash Obligations. Bulk trash shall not be commingled with Yard Trash. A Customer's Bulk Trash may not be collected if determined by the Contract Manager and the Contractor, in writing, to be incompatible either with the Contractor's collection equipment or the County's Solid Waste management system, or of such weight or quantity as would significantly hinder the effectiveness of the Collection or Solid Waste disposal system.

7.6. Manner of Collection. The Contractor shall collect all Solid Waste, Recyclable Materials, Bulk Trash, and all other materials required by this Agreement with a minimum of noise and disturbance to the Customer and the public. Unless otherwise required by this Agreement, the Contractor shall empty the Customer's Garbage Receptacles and then the Contractor shall return them to the same location. Throwing or damaging Garbage Receptacles is prohibited. The Contractor shall collect all of the Residential Solid Waste placed either at the garage or at a Curbside Collection Point by a Customer. There shall be no limit on the number of Garbage Receptacles for a Customer. A Garbage Receptacle and the Solid Waste placed therein shall not exceed thirty-two (32) gallons in capacity or fifty (50) pounds in weight.

7.7 Changes to Routes and Schedules. The Contractor shall not change the scheduled days for its Collection services until the Contractor receives the Contract Manager's prior written authorization. The Contract Manager's approval of such changes shall not be unreasonably withheld. In the event that the Contract Manager authorizes a change in schedules that alters the Collection day for any Customer, the Contractor shall, at its expense, notify each affected Customer by mail or other manner approved by the Contract Manager not less than one (1) week prior to the change.

Article 8. Residential Rates and Billing

8.0. Residential Solid Waste and "Single-Stream" Recyclables Collection Service Rates. The total rate per Residential Unit for Residential Solid Waste, Recycling and Yard Waste Collection charged by Contractor shall be \$18.54 per month. The foregoing is the total rate that may be charged by the Contractor for Residential Collection Service, and it includes all Contract fees, collection costs, disposal costs, carts, and other fees and expenses. Notwithstanding the foregoing, the Contractor and the Town acknowledge and agree that the total rate for Residential Solid Waste Collection Services, including recycling and yard waste collection, is subject to adjustment as set forth in this Agreement. Disposal costs (aka "tipping fees") shall be a pass-through expense based on the amount actually charged by the Contractor by the solid waste disposal facility and shall not be subject to mark-up by Contractor. The Contractor shall not separately state the amount of the Contract fee on any bill to any residential Customer.

8.1. Residential Solid Waste and Recyclables Collection Service Billing. Billing for Residential Solid Waste Collection Service and collection of Recyclables, if applicable, shall be the sole responsibility of the Town. The Town shall bill its residents on a frequency and in a manner that the Town deems appropriate in its sole and absolute discretion. On a monthly basis, Contractor shall invoice the Town for residential services based on an accurate count of the residential Customers that are actually served. Upon verification by the Town that the invoice is accurate, the Town shall remit payment in full within thirty (30) days of the receipt of such invoice. If the invoice is not accurate, the Town will provide written notice to the Contractor detailing the inaccuracy. At which time, the Town and Contractor will work in good faith to resolve the inaccuracy.

8.2 Effective Date. The rate specified in Section 8.0 above shall go into effect for the month in which "single-stream" recycling is initiated and continue for 42 months, after which the rate per household per month shall be reduced by \$1.57.

Article 9. Adjustments to Rates

9.0. CPI Changes in Rates. Compensation payable to the Contractor for Residential Solid Waste Collection Service, and Residential Recyclables Collection Service shall be adjusted upward or downward annually to reflect changes in the consumer price index for all urban consumers for the US, all items, 1982-84 equals 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"). Should the CPI be discontinued or substantially modified, then an alternate index shall be chosen by mutual agreement of the Town and the Contractor. Beginning on October 1, 2012, and on each October 1 thereafter, the foregoing rates shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period of October to October, but no increase or decrease shall exceed four (4%) percent per annum. The Contractor shall notify the Town in writing of increases that are based on the CPI, as provided in this section, no less than thirty (30) days prior to their implementation. The Town will then promptly verify the correct CPI before the change will become effective.

9.1. Change of Law. The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs that may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. To the extent that any law effective after the effective date of this Agreement is in conflict with, or requires changes in, the provisions of services to be provided under this Agreement, the parties agree to enter into good-faith negotiations to determine whether the Contractor's rates and fees should be adjusted as a result of a change in law.

9.2. Limitation on Rate Changes. The Contractor shall not be allowed a rate increase for any reason other than those expressly specified in this Agreement. Notwithstanding the foregoing, in the event that a federal, state or local entity imposes a fee, charge or tax

after the date of this Agreement that applies to Contractor's operations per se, such fee, charge or tax shall be treated as a change in law and shall be passed through as a separate billed item after notice and confirmation by the Town, to take effect on the next October 1st provided notification is given by June 1st of that same year.

9.3. Rate Adjustment Procedure. Should the Contractor seek an adjustment of any charges established and approved by the Town Council, other than the CPI Changes in Rates set forth in section 9.0 of this Agreement, then Contractor shall notify the Town in writing, setting forth the schedule of rates and charges which it proposes and a written justification for the request. A public hearing shall be held on the request. The request for a public hearing shall be submitted to the Town with supporting data for review and presentation to the Town Council. The hearing may thereafter be continued from time to time as determined by the Town Council. The Town Council shall make a determination whether the adjustment in charges is necessary and justified under the circumstances provided herein and set forth in Contractor's justification for rate adjustment.

Article 10. General Obligations Of Contractor

10.0. Prohibitions on Biological, Biomedical, and Hazardous Waste. The Contractor shall not Collect Biological Waste, Biomedical Waste, or Hazardous Waste and the Contractor shall not deliver or dispose of any of the foregoing wastes at the County Landfill. Contractor shall not Collect any Solid Waste that the Contractor reasonably believes is Biological Waste, Biomedical Waste, or Hazardous Waste. The Contractor shall immediately notify the Contract Manager if any Customer attempts to deliver such material to the Contractor or the Town. The Town shall have the right to inspect the Solid Waste and Recyclable Materials Collected by the Contractor at any time to determine whether the Solid Waste or Recyclable Materials contain Biological Waste, Biomedical Waste, or Hazardous Waste, and to require the Contractor take appropriate action to ensure that the Contractor's Customers do not deliver such materials to the Contractor. The Contractor shall promptly arrange and pay for the lawful removal and disposal of any Biological Waste, Biomedical Waste or Hazardous Waste that the Contractor delivers to the County Landfill.

10.1. Spillage. The Contractor shall not litter, and shall not spill Solid Waste or Recyclable Materials, anywhere in the Town. Whenever the Contractor is hauling Solid Waste or Recyclable Materials, in the Town, the Contractor shall take all necessary steps to ensure that the material is contained, tied, or enclosed so that leaking, spilling and blowing of such material is prevented. In the event that any material or liquid spills, blows or leaks from the Contractor's vehicle, the Contractor shall immediately clean up the spillage, leakage and litter at no cost to the Town or the Customer. If a Customer or the Contract Manager notifies the Contractor that its actions have caused litter, spillage, or leakage within the Town, the Contractor shall remedy such problem within 24 hours after being notified. In all such cases, the cost of any cleanup, remediation or damages shall be the sole responsibility of the Contractor.

10.2. Customer Complaints. If the Town receives a complaint regarding the Contractor's service under this Agreement, the complaint shall be immediately forwarded to the Contractor by telephone, email or facsimile. The Contractor shall respond to the complaint within twenty-four hours after the Contractor receives the complaint. When the complaint is received after twelve o'clock noon on a Saturday or on a day preceding an approved holiday the Contractor shall respond to the complaint no later than the next day that is not a holiday or a Sunday.

10.2.1 Record. The Contractor shall keep a written record of all complaints it receives regarding the Contractor's service under this Agreement. The Contractor shall use a standard form to record the pertinent facts regarding each complaint and how it was resolved. The form shall identify the time and date when a complaint was received, when the Contractor responded to the complaint, the manner in which the complaint was resolved, and when the complaint was resolved. The Contractor's records and forms shall be kept up to date and shall be maintained throughout the term of this Agreement. Copies of the complaints and forms shall be kept at the Contractor's office and shall be available for inspection by the Contract Manager during normal business hours. At the Town's request, copies shall be provided to the Town at the Contractor's expense.

10.3. Customer Noncompliance. If the Contractor refuses to Collect Solid Waste from a Customer because the Customer failed properly to prepare or place the Solid Waste for Collection, the Contractor shall provide written notification to the Customer explaining why the Solid Waste was not Collected and what the Customer must do to properly prepare or place the Solid Waste for Collection. The Contractor's initial notice may consist of the Contractor's Collection crew leaving a written notice or tag on the Garbage Receptacle or Solid Waste in question explaining why the Solid Waste was not collected.

10.4. Uncontrollable Forces. Neither the Town nor Contractor shall be in default of this Agreement, nor shall the Contractor be subject to the administrative charges set forth in Section 11 of this Agreement, if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement, and the expected time when performance in compliance with this Agreement will resume.

10.5. Contract Changes for Public Welfare. The Town shall have the authority to make changes in this Agreement when such changes are deemed necessary and desirable for the public welfare. The Town shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning the proposed change. The Contractor

shall be reasonably and appropriately compensated for any additional services required of the Contractor due to any modification in this Agreement under this paragraph.

10.6. Office. The Contractor shall maintain two or more telephone number(s) where service inquiries and complaints can be received by the Contractor. The Contractor's office shall be staffed with trained, responsible persons on duty during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. The Contractor shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. The Contractor also shall develop a system, subject to the Contract Manager's approval, for receiving emergency calls from the public at anytime, and for communicating with the Town regarding emergency matters.

10.7. Vehicles and Equipment. At all times the Contractor shall have a sufficient number of trucks and other equipment available and in good working condition so that the Contractor can efficiently perform its contractual duties under this Agreement. The Contractor shall also have available reserve vehicles and equipment that can be put into service within twelve (12) hours of any breakdown or malfunction that can provide similar service to the Town. Vehicles used by the Contractor in the performance of this Agreement shall be clearly identified with the Contractor's name, local phone number, truck number, and tire weight. Letters and number shall be at least four (4) inches high.

10.8. Condition of Equipment. All of the Contractor's vehicles shall be kept in a clean, sanitary condition and in good repair. Any vehicle emitting excessive odor shall be taken out of service and washed prior to being placed back in service. All vehicles and auxiliary equipment shall be regularly maintained in a manner necessary to prevent the release or discharge of Solid Waste, Recyclable Materials, oil, hydraulic fluids, or other fluids into the environment. The Contractor's vehicles shall not emit visible air emissions during normal operation. The Contractor's vehicles shall be in compliance with all Applicable Laws, including, without limitation, laws concerning noise, air pollution, and traffic safety.

10.9. Equipment Required on Vehicles. All collection vehicles shall carry a broom, a shovel, a fire extinguisher, absorbent materials and other equipment necessary to clean up any spilled materials.

10.10. Personnel. All of the Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. All such employees shall be lawfully permitted to work in the State of Florida and the United States. The Contractor shall provide routine training in operating and safety procedures for all of the Contractor's employees that are directly involved in the Collection or processing of Solid Waste or Recyclable Materials in the Town. Each driver of the Contractor's vehicles shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven. The Contractor's employees shall wear a uniform, shirt, or vest bearing the Contractor's name whenever they are collecting or transporting Solid Waste or Recyclable Materials in the Town. The Contractor's personnel shall not scavenge for Solid Waste or Recyclable Materials.

10.11. Polite and Courteous Behavior. The Contractor's employees shall treat all Customers in a polite and courteous manner. All personnel of Contractor shall refrain from belligerent behavior and profanity. Contractor's personnel shall not request tips or payment of any kind from Customers. The Contractor shall promptly take appropriate action to correct any such behavior or language.

10.12. Employee Wages and Benefits. The Contractor shall comply with all Applicable Laws relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect.

10.13. Permits and Licenses. The Contractor shall obtain, at its sole expense, any and all permits and licenses required by Applicable Law in connection with this Agreement and Contractor shall maintain the same in full force and effect throughout the term of this Agreement.

10.14. Non-Discrimination. The Contractor, in performing under this Agreement, shall not discriminate against any worker, employee, or applicant or any member of the public because of race, creed, religion, color, sex, age, marital status, disability, or national origin, or otherwise commit an unfair unemployment practice on such basis.

10.15. Natural Disasters and Other Emergency Conditions - Variances from Normal Services. In the event of a natural disaster or other emergency, the Contract Manager may grant a variance from the normal requirements of this Agreement. Among other things, the Contract Manager may allow the Contractor to use other routes, schedules, and disposal sites during the time period in which an Uncontrollable Force prevents the Contractor from complying with the normal requirements in this Agreement. In such circumstances, the Town shall ask the local media to inform the public about the changes in the Contractor's services. As soon as practicable after such natural disaster or Uncontrollable Force, the Contractor shall resume normal operations. In such cases, the Contractor shall make the Town a priority.

10.16. Contractor Unable to Provide Contracted Services. In the event that the Contractor is unable to provide adequate services during an emergency or other event involving an Uncontrollable Force, the Town may hire other Contractors to provide those services. In such case, the Town reserves the right to charge the Contractor for all costs and expenses that the Town incurs while providing the services that the Contractor is obligated to provide pursuant to the requirements of this Agreement, subject to set off for the amounts that would have been paid to Contractor for the services.

10.17. Rapid Recovery from Disaster. The clean-up from some natural disasters may require that the Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster. The Contractor shall not receive any extra compensation (i.e., above the normal compensation provided in this Agreement) to recover the costs of rental equipment, additional personnel, overtime hours, or other expenses unless the Contractor has

received written authorization and approval from the Contract Manager prior to the work being performed. All such costs may be audited by the Town prior to payment.

10.18. Insurance.

10.18.1. Workers' Compensation Insurance. Workers' Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident, \$100,000.00 by disease and \$500,000.00 aggregate by disease.

10.18.2. Liability Insurance. The Contractor shall, during the term of this Agreement, maintain in full force and effect commercial general liability insurance and automobile liability insurance, which specifically covers all exposures incident to the Contractor's operations under this Agreement. Such insurance shall be with a company authorized to do business in the State of Florida and which possesses a minimum, current rating of B+ Class VIII in "Best's Key Rating Guide." Each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including, without limitation, death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain a \$5,000,000.00 umbrella and/or excess liability coverage. Liability policy(ies) shall be endorsed to show the Town as an additional named insured as its interests may appear, and shall also provide that insurance shall not be canceled, limited, or non-renewed until after thirty (30) days written notice has been given to the Town. Contractor shall provide the Town with copies of current certificates of all required insurance concurrently with execution of this Agreement by Contractor. Contractor expressly understands and agrees that any insurance protection furnished by Contractor shall in no way limit its liability to the Town or its responsibility to indemnify and save harmless Town and the officials, officers, and employees of the Town under the provisions of this Agreement.

10.24. Indemnification. The Contractor agrees to hold the Town and the officials, officers, attorneys and employees of the Town harmless from any and all liabilities, losses, penalties, costs or damages the Town, its officials, officers, attorneys, and employees may suffer as a result of any claims, demands, suits, demands, or judgments against the Town, its officials, officers, attorneys and employees arising out of or in any way related to the acts or omissions of the Contractor or its employees and contractors under this Agreement. The Contractor shall not be required to indemnify or hold the Town harmless for any act or omission caused by the negligence or willful misconduct of the Town or its officials, officers, attorneys or employees. This indemnification and hold harmless agreement shall survive the termination or expiration of this Agreement.

10.25. Damage. The Contractor including, without limitation, its agents, employees and subcontractors, shall perform all services under this Agreement in such a manner so as to avoid damage to public and private property and shall promptly repair or pay for any such damage in conjunction with its insurance adjustment procedures.

Article 11. Administrative Charges to Contractor for Failure to Perform

11.0. Customer Service Complaints. Contractor acknowledges and agrees that the continuation of this Contract depends on Contractor consistently providing a high quality and efficient level of collection services to all Customers. To insure such services are provided, all Customer service complaints received by the Contractor or Contract Manager and reported to the Contractor shall be promptly resolved pursuant to applicable terms of this Agreement. Customer service Complaints shall not include Customer informational requests or Recycling Container requests. Customer service complaints may include, but are not limited to, the following:

1. Commingling Solid Waste with Yard Trash
2. Throwing of Garbage Receptacles
3. Failure to collect Solid Waste on schedule
4. Failure to replace Garbage Receptacles or recyclables containers to the garage location or the Commercial Containers to the point of collection
5. Providing collection service at inappropriate days and times
6. Failure to clean spillage
7. Damaging property
8. Inappropriate conduct of employees and personnel
9. Failure to respond to Customer complaints in a timely fashion
10. Failure to provide clean and sanitary equipment.

11.2. Town Repair of Damage. In the event the Contractor fails to repair damages caused by Contractor pursuant to this Agreement, the Contract Manager may arrange for the repairs and impose an administrative charge to the Contractor for the cost of the repairs and any applicable administrative expenses.

Article 12. Default

12.0. Causes of Default . The Town may terminate this Agreement, except as otherwise provided below in this section, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:

(a) Filing of Insolvency or Bankruptcy. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

(b) Declaration of Bankruptcy. By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate;

(c) Control by Receiver, Trustee, or Liquidator. By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty days; or

(d) Failure to Perform Services under Agreement. The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or has wrongfully failed or refused to comply with the instructions of the Contract Manager relative thereto, whether such default is considered minor or major, and such default is not cured within thirty (30) days of receipt of written notice by Town to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from Town to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate that the default cannot be cured within thirty (30) days, and that it is proceeding with diligence to cure such default, and such default will be cured within a reasonable period of time as determined by the Town).

12.1. Interim Collection Services. Notwithstanding anything contained herein to the contrary, if Contractor fails to provide Residential Solid Waste Collection Service for a period of two (2) consecutive scheduled Collection days, the Town may obtain the Contractor's Collection records on the day following the second missed collection to provide applicable interim Collection services until such time as the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) working days, all liability of the Town under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the Town.

12.2. Habitual Violator. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly, or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the reasonable opinion of the Town and regardless of whether Contractor has corrected each individual default, Contractor shall be deemed a "habitual violator," shall forfeit the right to any further notice or grace period to correct or cure future defaults, and all of such defaults shall be considered cumulative and,

collectively, shall constitute a condition of irredeemable default. The Town shall thereupon issue a final warning letter to Contractor, setting forth in detail all of the facts and circumstances constituting the determination of "habitual violator." Thereafter, any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, the Town may terminate this Agreement upon the giving of written final notice to Contractor, such termination to be effective on the date set forth in the final notice, and all contractual fees due under this Agreement plus any and all charges and interest shall be payable to such date, and Contractor shall have no further rights under this Agreement. Immediately upon receipt of such final notice, Contractor shall proceed to cease any further performance under this Agreement.

12.3. Date of Agreement Termination for Default. Except as otherwise provided in this section, termination shall be effective upon the date specified in Town's written notice to Contractor and upon such date this Agreement shall be deemed immediately terminated and upon such termination all liability of the Town under this Agreement to the Contractor shall cease, and the Town shall be free to negotiate with any Person for Collection services. The Contractor shall reimburse the Town for all direct and indirect costs of providing interim Collection service.

Article 13. General Provisions

13.0. Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Contractor shall survive the termination or expiration of this Agreement.

13.1. Waiver. The failure of the Town at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the Town thereafter to enforce the same. No waiver by the Town of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

13.2. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy under this Agreement shall preclude any other or further exercise thereof. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

13.3. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to interpret or enforce the Agreement will be held in Indian River County and the Agreement will be interpreted according to the laws of Florida.

13.4. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void

provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement, at the option of the Town, be determined to be void.

13.5. Assignment and Subcontracting.

13.5.1 Assignment of Entire Agreement. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole by the Contractor without the express prior written consent of the Town. The Town shall have full discretion to approve or deny, with or without cause, any proposed assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express prior written consent of the Town shall be null and void and shall be grounds for the Town to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor. Upon the date of such notice, this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Town under this Agreement to the Contractor shall cease, and the Town shall be free to negotiate with any Person for the services that are the subject of this Agreement. In the event of any permitted assignment, assignee shall be required to execute a written joinder to this Agreement in favor of and in a form approved by the Town which shall expressly require the assignee to fully assume all the liabilities of the Contractor under this Agreement. For purposes of this paragraph, assignment shall mean the disposal by this Agreement, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty percent (20%) or more at one time of the ownership or controlling interest of Contractor, or thirty-five percent (35%) cumulatively over the term of the Agreement of such interests to a corporation, partnership, limited partnership, trust or association, or person or group of persons acting in concert or a change in control. Transfer shall not include any transfer or assignment to a person controlling, controlled by, or under the same common control as the Contractor at the effective date of this Agreement.

13.6. Modification of the Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, matters, whether oral or written, relating to such matters and this Agreement shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.

13.7. Independence of Parties. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as constituting the Contractor as the agent, representative, or employee of the Town for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

13.8. Resolution of Disputes. Any and all disputes or disagreements arising out of this Agreement shall be subject to the decision of the Contract Manager, with right of the Contractor to appeal to the Town Council, whose decision shall be final and binding. During any dispute, the Contractor shall continue to render full compliance with this Agreement regardless of the nature of the dispute, unless the Town specifically notifies the Contractor otherwise.

13.9. Representations of the Contractor. The Contractor represents that: (a) it is a corporation duly organized under the laws of the State of Florida; (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida; and (c) it has the required power and authority to perform this Agreement.

13.10. Informed Consent. The Contractor agrees that the terms of this Agreement have been completely read, are fully understood, and are voluntarily accepted; that Contractor affirmatively states that it has had the benefit of advice from counsel of its own choosing before executing this Agreement; that Contractor has voluntarily and with full understanding executed this Agreement and accepted its terms and conditions.

13.11. Notices. All dealings, contacts, notices, and payments between the Contractor and the Town shall be directed by the Contractor to the Contract Manager and by the Town to the Contractor's Project Manager, each of whom shall be designated and identified to the other party, in writing, upon execution of this Agreement. Any notice, demand, communication, or request required or permitted under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to the Town:

Mayor of the Town of St. Lucie Village
Village Hall
PO Box 3878
Fort Pierce, FL 34948-3878

With a copy to: Richard V. Neill, Jr., Esquire
Neill, Griffin, Tierney, Neill & Marquis
Post Office Box 1270
Ft. Pierce, FL 34954

As to the Contractor:

Waste Pro of Florida, Inc.
2101 W. State Road 434
Suite 315
Longwood, Florida 32779

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, provided, however, that facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed.

13.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

13.13. Headings. Captions and headings in this Agreement are for ease of reference only and shall not constitute a part of this Agreement nor affect its meaning, construction, or effect.

13.14. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver of the Town's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the Town's potential liability under state or federal law.

13.15. Time of the Essence. Contractor acknowledges and agrees that time is of the essence for the completion of the collection and disposal services to be performed under this Agreement. Unless otherwise extended in writing by the Town, Contractor agrees to complete the collection services as required by this Agreement.

13.16. Interference with Persons, Public and Private Property, and Utilities. Contractor's collection equipment and personnel used in performing the collection and disposal services hereunder shall:

- (a) Not endanger or interfere with the health, safety or lives of persons;
- (b) Not interfere with any improvements which the Town, county, state, and federal government may deem proper to make;
- (c) Not interfere with the free and proper use of Public and private rights-of-way, alleys, bridges, easements or other public property, except to the minimum extent possible during actual collection and disposal services being provided hereunder;
- (d) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual collection and disposal services being provided hereunder; and
- (e) Not obstruct, hinder or interfere with any gas, electric, water, wastewater, reclaimed water, stormwater drainage, telephone, or other utility facilities located within the Contract area.

13.17. Town Health and Sanitation Regulations. The Town reserves the right to exercise the maximum authority, as may at any time be lawfully permissible, to regulate the collection and disposal services and any other solid waste services, the Contract granted hereunder, and the Contractor. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the Town, the Town may without the approval of the Contractor engage in any such additional regulation as may then be permissible, whether or not contemplated by this Agreement or the Town Code, including without limitation, regulation regarding Contract fees, taxes, programming, rates charged to customers, consumer protection, or any other similar or dissimilar matter. The Town agrees to meet and confer with the Contractor prior to enacting new regulatory ordinances. Without limiting the Town's authority set forth above, the Town reserves the unconditional right to adopt by ordinance additional health and sanitation regulations which shall apply to the collection and disposal of solid waste, biohazardous waste, biological waste, construction and demolition debris, hazardous waste, sludge, special waste and all other kinds of waste. To the extent determined at the sole discretion of the Town's Town Council, these regulations shall be codified in the Town Code. Contractor shall fully comply with these regulations to the extent applicable to the collection and disposal services provided under this Agreement and said regulations shall be deemed to be fully incorporated herein by this reference. In the event any provision of this Agreement is in conflict with any provision of the additional Town health and sanitation regulations, the provision contained in the regulations shall prevail.

13.18 Town Controlled Property. As requested by the Contract Manager, Contractor shall be required to provide collection services for all refuse, bulk trash, white goods, vegetative trash, and recyclable materials generated by the Town at properties owned, or otherwise controlled by the Town within the Contract Area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the date and year above written.

(Signature Page Follows)

TOWN OF ST LUCIE VILLAGE

Attest:

By: William A. Dineen

By: Deane C. Orme

Date: 12/20/2011

CONTRACTOR:
WASTE PRO OF FLORIDA, INC.

By: Michele Nobles

Name and Title: Michele Nobles
Division manager

Witness Signature: Patricia P. Christensen

Print Name: PATRICIA P. CHRISTENSEN

Witness Signature: Linda M. Madernini

Print Name: Linda Madernini

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 7 day of December, 2011 by Michele Nobles as Division Manager of WASTE PRO OF FLORIDA, INC., a Florida corporation, on behalf of same. He/she is personally known to me or has produced _____ as identification.

(Notary Seal)

NOTARY SIGNATURE:

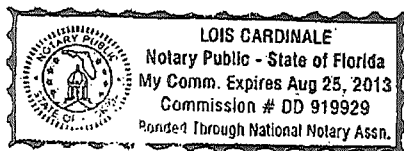
Lois Cardinale

PRINTED NOTARY SIGNATURE

Notary Public, State of

Commission Number:

My Commission Expires:



06799

LAW OFFICES
NEILL, GRIFFIN, TIERNEY, NEILL & MARQUIS

CHARTERED
311 SOUTH SECOND STREET
SUITE 200

FORT PIERCE, FLORIDA 34950

RICHARD V. NEILL*
CHESTER B. GRIFFIN*
J. STEPHEN TIERNEY, III
RICHARD V. NEILL, JR.*
RENÉE MARQUIS-ABRAMS*
JAY T. HOLLENKAMP*

*BOARD CERTIFIED WILLS, TRUSTS, & ESTATES LAWYER
*CERTIFIED CIRCUIT CIVIL/COUNTY COURT MEDIATOR
*BOARD CERTIFIED TAXATION LAWYER
*BOARD CERTIFIED CIVIL TRIAL LAWYER
OF COUNSEL

MAILING ADDRESS:
POST OFFICE BOX 1270
FORT PIERCE, FL 34954
TELEPHONE (772) 464-8200
FAX (772) 464-2566

December 21, 2011

Ms. Patricia Christensen
Municipal Marketing Manager
Waste Pro of Florida, Inc.
4100 Selvitz Road
Fort Pierce, FL 34981

RE: Town of St. Lucie Village, Florida
Garbage service

Dear Patricia:

Enclosed for your records is a signed original of the Extension Agreement between Town of St. Lucie Village and Waste Pro.

With best regards.

Yours very truly,

Richard V. Neill, Jr.

RVNjr/hg
Enclosure

cc: William G. Thiess, Mayor
Diane C. Orme, Clerk

Laura Marotta

Subject: FW: Next Meeting, January 18, 2022
Attachments: survey.pdf; Site and Roof Sketch Plan.pdf

From: blaine oney <blaineoney@outlook.com>
Sent: Monday, January 10, 2022 11:57 AM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Subject: RE: Next Meeting, January 18, 2022

Mr. Neill,

Please note the above attachments. I thought I had sent them previously with our variance requests, sorry to have been mistaken. Please include these attachments with our emailed request.

Regards,

Blaine & LaDonna Oney

Sent from Mail for Windows

From: Richard V. Neill, Jr.
Sent: Monday, January 10, 2022 11:06 AM
To: blaine oney
Cc: LaDonna Oney; William Thies; Mary Fowler; Laura Marotta
Subject: RE: Next Meeting, January 18, 2022

Blaine,

These matters cannot proceed without your request and names being associated with them. And, while I understand your sentiment, that approach would be somewhat atypical and, I feel, the wrong approach for the Village when you're requesting a determination particular to your property.

For a determination of your front yard, I would agenda the item as 495 Peninsula (Oney) – Determination of Front Yard. By the way, I did not receive attachments.

On the zoning change, I would list something like: Request to Initiate Zoning Change re Extension of Variances, etc. (I gather that you're asking the Board to initiate the change.) Your connection would be apparent if anyone reads my report to the Board because I would reference and attach your request.

You are not required to speak. The board will have had (with my report) and likely reviewed your email (and any attachments), and I will introduce the item(s) at the meeting, but would typically ask if you have anything to add or would like to explain. Whether you do is up to you.

Regards,

Richard

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

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

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

From: blaine oney <blaineoney@outlook.com>
Sent: Monday, January 10, 2022 9:43 AM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: LaDonna Oney <ladonnaoney@gmail.com>
Subject: Next Meeting, January 18, 2022

Sent from Mail for Windows

Mr. Neil,

LaDonna and I would like to have two topics brought up at the next meeting, January 18th. Per your email to me yesterday, I think it best that the Amendments be brought up by the Board for consideration.

One is to identify/clarify that the front yard of our property is to the West. In Section 3.5.6 it states, "the front yard of all lots shall be interpreted to be that portion of the yard or lot between the roadway and the structure erected on the lot". If Peninsula Drive had terminated at Indian River, then our front yard might be considered to the North, but it does not. Previous discussions would have some believe that a "dead end street" makes a difference as opposed to a street that has a bit of circular pavement included with it for the determination of front and side yard. I Googled "cul-de-sac", the definition follows: "A dead end, also known as a cul-de-sac, no through road or no exit road, is a street with only one inlet or outlet. The term "dead end" is understood in all varieties of English, but the official terminology and traffic signs

include many different alternatives. Some of these are only used regionally. Wikipedia” That said, the East end of Peninsula drive would also be defined as a cul-de-sac.

In our recent meeting, it was suggested that drawings/sketches be available for the Board of Aldermen such that it would familiarize them with the property. I have submitted both to you in hard copies and electronic format of a most recent Survey, as well as a Site & Roof Sketch Plan for our recent denied Variance Requests. If appropriate, would you copy those and provide to the Board for their use as Bill suggested? If not let me know and I can provide again. Both drawings show the street, cul-de-sac, stops at the driveway; also we have two sides of water, South and East. Situations similar to our lot is Steve Cartwright on 465 Rouse Road, the pavement of Rouse Road ends West of Steve's house. Gary Fox on 495 River Prado ends in a cul-de-sac to the NW (end of street), side yard to the north and front to the west. Ken Langley, 495 Waters Drive also a cul-de-sac NW of Ken's home, minimal side yard to the north and front yard to the West. Given these examples, it is reasonable to assume that our front yard should be West and the side yard would be to the North.

Secondly, we would like the Board of Alderman to consider a new Ordinance, or a Variance (which ever is appropriate) to allow for the reinstatement or extension of a granted Variance due to natural disasters, global or local pandemics, labor shortages, supply chain interruptions or any extenuating circumstances. Bill stated they may also need to consider the same for Permits, Inspections etc. To make provision for an extension of an expired or soon to be expired variance due to "extenuating circumstances". I had brought up the issue with you via email prior to expiration of our approved Variance.

Mr. Neil, if there is any way these can be added to the agenda without putting our name on them in writing on the agenda, given the circumstances, would be helpful. Will it be necessary for us to bring up these issues before the Board publicly, or is it something that the Board can do without? Please advise.

Regards,

Blaine & LaDonna

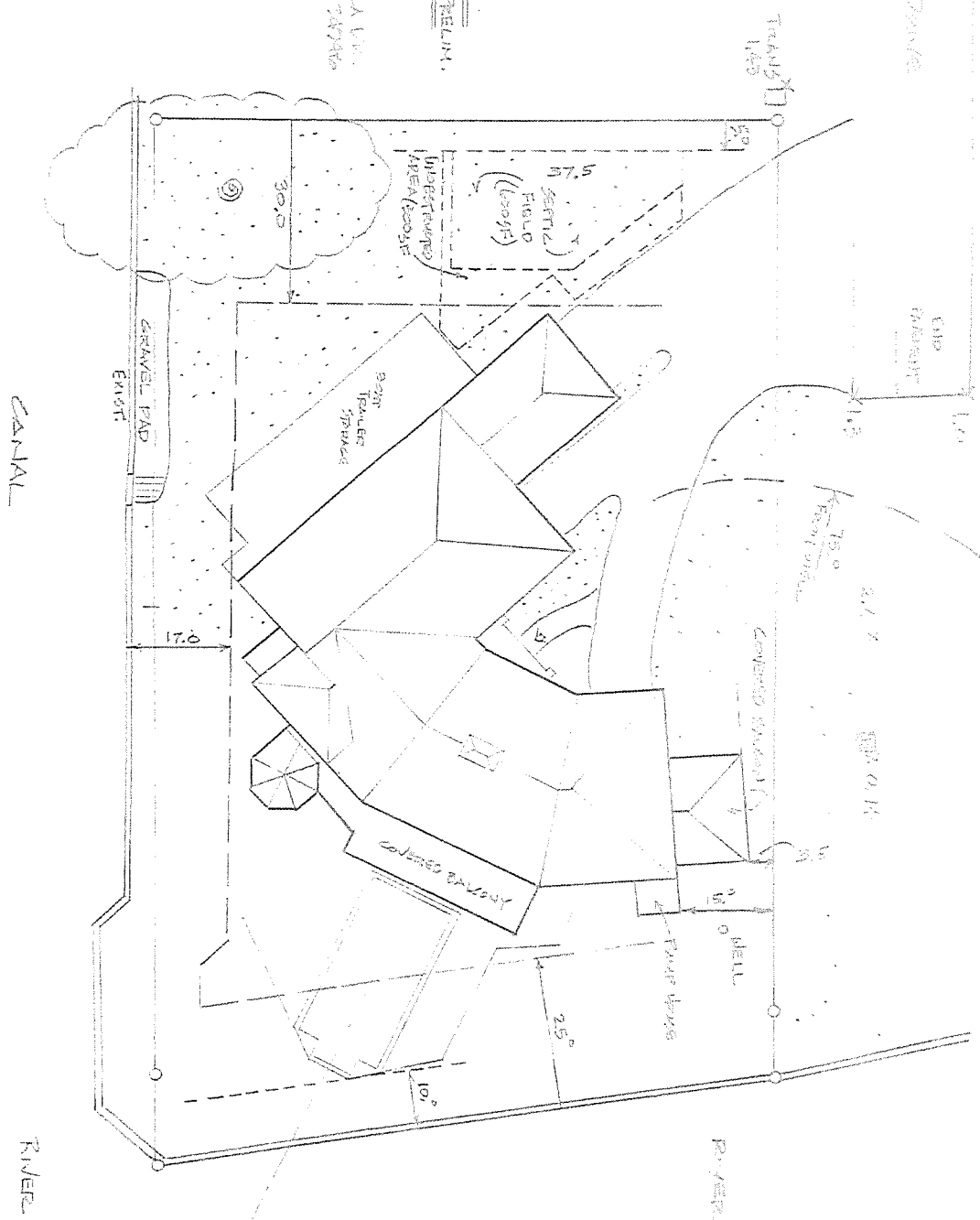
330

Site And Roof

SKETCH PLAN

$$K_2 = 1.0$$

495 Linden St. N.E.
St. Paul, Minn. 55104



Richard V. Neill, Jr.

From: Richard V. Neill, Jr.
Sent: Monday, January 10, 2022 4:44 PM
To: Sharon Delo
Cc: 'William Thiess'; 'Mary Fowler'; 'Carl Peterson'; Laura Marotta
Subject: RE: SLV - conditional use issue
Attachments: 21-11-02 Outline.docx

Glad to do that. For my report to the board, I will share this email and them that you're asking that they amend the ordinance to adopt the attached. 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: Sharon Delo <sharon.delo@fascoepoxies.com>
Sent: Monday, January 10, 2022 3:41 PM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: 'William Thiess' <william.thiess@stlucievillagefl.gov>; 'Mary Fowler' <mary.fowler@stlucievillagefl.gov>; 'Carl Peterson' <carl.peterson@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: SLV - conditional use issue

Thank you for your quick response.

Please add to the agenda for the board to initiate the process. We will attend next week's meeting. 😊

Thanks,

Sharon M. Delo
Fasco Epoxies, Inc.
2550 N US Highway 1
Ft. Pierce, FL 34946
305-821-9441
Sharon.Delo@FascoEpoxies.com

From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>

Sent: Monday, January 10, 2022 3:32 PM

To: Sharon Delo <sharon.delo@fascoepoxies.com>

Cc: 'William Thiess' <william.thiess@stlucievillagefl.gov>; 'Mary Fowler' <mary.fowler@stlucievillagefl.gov>; 'Carl Peterson' <carl.peterson@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>

Subject: RE: SLV - conditional use issue

Sharon,

I have to think that it would be quicker if you asked the Board to initiate the process, and do so this month.

I can agenda such a request for next week week's meeting if you give me the go ahead sooner rather than later—I hope to complete the agenda tomorrow but it could be Wednesday.

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: Sharon Delo <sharon.delo@fascoepoxies.com>

Sent: Monday, January 10, 2022 2:52 PM

To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>

Cc: 'William Thiess' <william.thiess@stlucievillagefl.gov>; 'Mary Fowler' <mary.fowler@stlucievillagefl.gov>; 'Carl Peterson' <carl.peterson@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>

Subject: RE: SLV - conditional use issue

Richard,

If we ask the board to initiate the process will that slow down the process? Which way would be faster?

Thanks,

Sharon M. Delo

Fasco Epoxies, Inc.

2550 N US Highway 1

Ft. Pierce, FL 34946

305-821-9441

Sharon.Delo@FascoEpoxies.com

From: fiberglass.supply@gmail.com <fiberglass.supply@gmail.com>

Sent: Friday, January 7, 2022 2:12 PM

To: sharon.delo@fascoepoxies.com

Subject: FW: SLV - conditional use issue

Best regards,

Josè A. Benitez

Fiberglass Supply Depot, Inc.

Phone: (772) 464-0808

Fax: (772) 464-0708

Website: www.fiberglasssupplydepot.com

Like Us on Facebook: <https://www.facebook.com/FiberglassSupplyDepot>

Follow Us on Twitter: <https://twitter.com/FiberglassSDepo>

From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>

Sent: Friday, January 7, 2022 02:08 PM

To: fiberglass.supply@gmail.com

Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Mary Fowler <mary.fowler@stlucievillagefl.gov>; Carl Peterson <carl.peterson@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>

Subject: SLV - conditional use issue

Mr. and Mrs. Delo,

I wanted to follow up on the question about how to proceed.

The proposed solution that I reviewed with you and the Board was a conditional use permit. Effecting that solution would require an amendment to the Zoning Ordinance to provide for such a conditional use. As indicated in the circulated draft, it would involve adding both a description of the conditions of the conditional use and a category to the permitted use table.

Amending the Zoning Ordinance is covered by Section 7 of the Zoning Ordinance. A copy is attached. As you will see, the process can be initiated by the Board or any other interested party. I had contemplated telling you that you needed to come forward with an application to formally request those changes; however, the Board could also initiate the process.

At this point, I think that what is needed is for you to either submit an application or request that the Board initiate the process. In either event, you will be asked—as agreed—to reimburse the Village for my time working on developing the solution. I will check and determine a specific amount over the next week and let you know.

If you decide to apply, yourself, to change the Zoning Ordinance, please review the section on procedures, Section 7.2.0, and follow that. Proceeding in that fashion will require you to submit the application fee. At this point, I'm not positive what that amount is. Per Ordinance 80-1, attached, the fee for a "zoning change" is \$100.00 plus publication costs. I would be inclined to think that an amendment to the ordinance would fall under that category so I think you could plan on a \$100 fee. I will, however, ask the Board. Also, for your information, I will likely point out to the Board that \$100 seems awfully low.

If you want to ask the Board to initiate the process, and to do so at the upcoming meeting, let me know by Monday or Tuesday so I can put it on the agenda. If you submit an application, yourselves, I'll address that when I receive it.

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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Permitted Use Table

36	Epoxy Resin Blending Facility	<u>R-1</u>	<u>R-2</u>	<u>C</u> CU	<u>RPF</u>	<u>CSV</u>	<u>MC</u>	<u>X</u>
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Section 3.5.3. Extra Requirements for Conditional Uses of Permitted Uses

(C) Requirements and Standards for Uses Permitted by Administrative Review and Conditional Uses

(9) Epoxy Resin Blending Facility

(a) Additional Application Requirements:

- (i) The person or entity that will operate the business, and the operator's experience in the business, shall be identified.
- (ii) The owner of the property and operator of the business shall join in the application and agree to the applicable standards.
- (iii) No use of the facility shall be permitted and no Certificate of Occupancy shall issue unless and until the applicant provides confirmation, and the Building Official verifies, that all plans and improvements have been reviewed by the St. Lucie County Fire District for life and fire safety issues, with full disclosure of the chemicals and processes being used, and approved.

(b) Additional Standards:

- (i) The process shall be limited to blending, and not manufacturing, epoxy resins.
- (ii) The process shall take place completely within an enclosed structure.
- (iii) Blending shall be limited to batches of 50 gallons or less.
- (iv) Containment mechanisms, such as spill containment grids, shall be provided for all chemical storage.
- (v) No flammable chemicals are to be used in the process.
- (vi) No chemicals or materials may be used which emit volatile organic compounds.
- (vii) No resins or hardeners shall be released other than by combining the two so that a solid is created which can be safely and legally disposed of in a dumpster.
- (viii) Any conditional use permit shall be limited to the owner of the property, and the operator of the business, who are identified in the application, and shall be of no further effect if there is a change in either.

RESOLUTION 2022-1

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF ST. LUCIE VILLAGE APPROVING THE ATTACHED, UPDATED CODIFICATION OF THE 1995 ZONING ORDINANCE OF THE TOWN OF ST. LUCIE VILLAGE, WHICH WAS ORIGINALLY ADOPTED PURSUANT TO ORDINANCE 1995-3 AND HAS SINCE BEEN AMENDED ON MULTIPLE OCCASIONS, SO THAT ALL AMENDMENTS FROM THE TIME OF ADOPTION THROUGH ORDINANCE 2018-6, HAVE BEEN INCORPORATED INTO A SINGLE DOCUMENT, AND DIRECTING THE MAYOR, STAFF AND THE VILLAGE ATTORNEY CONCERNING FURTHER REVIEW.

WHEREAS, The Board of Aldermen of the Town of St. Lucie Village, Florida, previously adopted the Town of St. Lucie Village 1995 Zoning Ordinance ("1995 Zoning Ordinance") pursuant to Ordinance 1990-3 and initially amended pursuant to Ordinance 1995-3;

WHEREAS, The Board of Aldermen subsequently amended the 1995 Zoning Ordinance pursuant to Ordinances 2005-1, 2006-11, 2012-3, 2012-4, 2013-8, 2015-1, and 2018-6;

WHEREAS, The Board previously approved a codification including amendments through Ordinance 2015-1;

WHEREAS, The Board has considered and approves the attached codification of the 1995 Zoning Ordinance updated with amendments through Ordinance 2018-6.

NOW, THEREFORE, the Board of Aldermen of the Town of St. Lucie Village, Florida hereby resolves as follows:

1. The attached codification which includes amendments to the 1995 Zoning Ordinance up through Ordinance 2018-6 is hereby approved. The Mayor and/or Village Attorney shall oversee accepting the tracked changes approved in the attached codification and post a clean copy of the updated Codification online, noting which Ordinances have now been incorporated.

2. The Mayor, staff, and Village Attorney are authorized and directed to bring forward for formal consideration any further amendments which have been suggested in the codification process as needed for clarity, to address ambiguity, or the like.

PASSED AND APPROVED by the Board of Aldermen of the Town of St. Lucie Village on this ____ day of January, 2022.

APPROVED:

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

By:

William G. Thiess, Mayor

ATTESTED:

By: _____
Mary Fowler, Clerk

I, MARY FOWLER, Clerk of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, do hereby certify that this is a true and accurate copy of **Resolution 2022-1** 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 January, 2022.

MARY FOWLER, Clerk

Richard Neill

From: Richard Neill
Sent: Sunday, January 9, 2022 12:59 PM
To: William Thiess
Cc: 'Mary Fowler'; Laura Marotta
Subject: FW: Fort Capron Ditch/Skinner
Attachments: 20220104_135202.jpg

Bill,

Thanks for following up and discussing this with me. I tend to agree that it makes sense to fix the problem. I wouldn't necessarily assess any fault or liability on the Village, but there's certainly exposure and we've done this before.

Is there any chance the owner on the other side would object? And, do we have a written easement for this location? (I can look but was hoping that you would remember.)

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

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From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Tuesday, January 4, 2022 3:44 PM
To: Richard Neill <richard.neill@stlucievillagefl.gov>
Cc: Mary Fowler <mary.fowler@stlucievillagefl.gov>
Subject: Fort Capron Ditch/Skinner

Richard,

I received an email from Susan Skinner, 352 Chamberlin Blvd. She is very concerned that erosion in the Fort Capron Ditch behind her home is causing her wall and fence to fall into the ditch and will eventually result in substantial damage to her pool deck and pool. She said she has already spent over \$20,000 shoring up her pool deck to offset subsidence and cracking. Construction of the ditch and wall probably precedes incorporation of the Village.

I looked at the problem this afternoon and took the attached photo. Complete failure of the retaining wall appears to be inevitable and that would require a very expensive fix. I am not sure what the Village's liability is here, but I would think we have some. A relatively inexpensive fix would be to put a 24" pipe in the ditch for at least the length of the pool deck (about 30 feet), possibly longer, and backfill the culvert with compacted fill. I have a call in to Will Tindall with Environmental Land Development and will try to get a meeting with him to look at this and give us a price. This is the same remedy the Board approved behind Dennis Macy's garage a number of years back when his garage walls were cracking from subsidence toward the ditch. I think it is a reasonable thing to consider. There are other small walls and fences bordering the south side of the Fort Capron Ditch that are leaning into the ditch, but none that involve other structures.

Your thoughts?

Bill



Richard Neill

From: William Thiess
Sent: Tuesday, January 11, 2022 8:50 AM
To: Richard Neill; Mary Fowler
Subject: FW: Capron ditch culverts
Attachments: ST lucie Village capron west.xlsx; ST lucie Village capron east.xlsx

Richard & Mary - I would like for both of these proposals to be placed on next Tuesday's agenda.

Thanks,

Bill

-----Original Message-----

From: Will Tindall <willeld2004@gmail.com>
Sent: Monday, January 10, 2022 3:53 PM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Subject: Capron ditch culverts

Bill, please see the attached proposals for the culvert installs we met about last week. I did put money in there for some extra sod and fill for restoration if needed

--

Will Tindall
PH 772-519-6278
Fax 772-462-2208
Office 772-466-2270
Environmental Land Development, Inc.
201 Campbell RD
Fort Pierce, FL 34945

Proposal

Environmental Land Development, INC

201 Campbell Road
Fort Pierce FL, 34945
772-466-2270 fax 772-462-2208
Eldinc2004@gmail.com

Proposal

Date : 1/11/2022

St. Lucie Village
Bill Thiess
772/559/2835
william.thiess@stlucievillagefl.gov

[illegible]

Make all checks payable to Environmental Land Development Inc.

THANK YOU FOR YOUR BUSINESS!

Proposal

Environmental Land Development, INC

201 Campbell Road

Fort Pierce FL, 34945

772-466-2270 fax772-462-2208

Eldinc2004@gmail.com

Proposal

Date : 1/11/2022

St. Lucie Village

Bill Thiess

772/559/2835

william.thiess@stlucievillagefl.gov

[illegible]

Make all checks payable to Environmental Land Development Inc.

THANK YOU FOR YOUR BUSINESS!

Richard V. Neill, Jr.

From: Richard V. Neill, Jr.
Sent: Tuesday, December 21, 2021 9:55 AM
To: Stewart, Greg
Cc: Hoshihara, Lynn; Dorn, Paula; Laura Marotta; Mary Fowler; William Thiess
Subject: RE: Town of St. Lucie Village
Attachments: Greg Stewart Engagement Agreement.pdf

Greg,

Here's the executed engagement agreement. Appreciate your willingness to undertake this review.

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: Stewart, Greg <gstewart@ngn-tally.com>
Sent: Monday, December 13, 2021 11:23 AM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: Hoshihara, Lynn <lhoshihara@ngn-tally.com>; Dorn, Paula <pdorn@ngn-tally.com>
Subject: Town of St. Lucie Village

Richard – please find a proposed engagement letter relating to the review of the comprehensive plan provisions and their impact on the regulation of short term rentals. Please note, that as we have a long relationship with St. Lucie County, we have added a provision that we hope would avoid conflict issues in the future. Dan McIntyre has indicated that this language is acceptable to the County. Other than that addition, the document represents our standard retainer agreement. We do not anticipate that the engagement will exceed \$1000. Let me know if it is acceptable to the Town.

Gregory T. Stewart



1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel.
(850) 224-4073 Fax
Gstewart@ngnlaw.com

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TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

**Nabors
Giblin &
Nickerson** P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

Reply to Tallahassee

December 13, 2021

Via Electronic Mail

Richard V. Neill, Jr., Esquire
Neill Griffin Marquis, PLLC
311 South Second Street, Suite 200
Fort Pierce, Florida 34950
rneilljr@neillgriffin.com

Re: Town of St. Lucie Village (Review of Comprehensive Plan Issues)

Dear Mr. Neill:

The Firm would be pleased to represent the Town of St. Lucie Village in the review of issues related to the Comprehensive Plan of the Town and its impact on the regulation of short term rentals.

We propose that the legal services for such work be compensated on an hourly basis at the following hourly rates:

Firm Partners:	\$275.00 per hour
Firm Associates:	\$225.00 per hour
Law Clerks/Paralegals:	\$ 75.00 per hour

It is anticipated that the fees for the analysis of the issues will not exceed \$1,000.00. Time spent in travel, if required, would not be charged.

In addition to the compensation specified above, we request that expenses incurred which are directly related to the provision of services be reimbursed, including, but not limited to: copy and fax costs, long distance telephone costs, express mail and on-line research expenses. Travel expenses will be reimbursed in accordance with the provisions governing the travel of public officers and employees contained in Section 112.061, Florida Statutes.

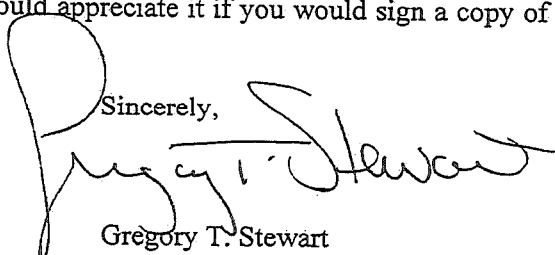
Richard V. Neill, Jr., Esquire
December 13, 2021
Page 2

Additionally, the Firm has provided services to St. Lucie County for many years. These include not only services as bond counsel, but also the provision of general governmental and litigation services. Both Lynn Hoshihara and Gregory T. Stewart, who will be primarily responsible for this engagement, have personally provided services to St. Lucie County in the past and currently. It is recognized that issues in the future may arise between St. Lucie County and the Town of St. Lucie Village unrelated to this engagement. As part of the engagement, and as a result of its limited scope, the Firm would request that as part of this agreement, that in the future, this engagement shall not be deemed to create a conflict between the Firm's future representation of St. Lucie County on any matter, even if that representation may be adverse to the interests of the Town of St. Lucie Village, provided that it is unrelated to this specific issue provided for under this agreement. The Firm will also be asking that St. Lucie County provide the same waiver.

To the extent you provide us with original documents during the course of this matter, we will hold these records for you during the pendency of your action. At the conclusion of your matter, we will contact you and make arrangements for the return of the records you provided. We will retain our file of your matter for our Firm's normal retention period, which may be retained in electronic format.

We appreciate your consideration of our Firm for representation in this matter. Should any additional information be required, please feel free to contact me. If the terms of the representation are acceptable, we would appreciate it if you would sign a copy of this letter and return a copy to us.

Sincerely,


Gregory T. Stewart

GTS:pad

ACCEPTED ON BEHALE OF
THE TOWN OF ST. LUCIE VILLAGE

BY: 

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

Date: 12-20-21

Richard Neill

From: William Thiess
Sent: Wednesday, December 22, 2021 3:40 PM
To: Colon Ortega, Rosines
Cc: Richard Neill; Mary Fowler
Subject: RE: St. Lucie Village Irrigation Requirements

Rosines,

Thanks for clearing this up for us. We will move toward drafting our ordinance and will send you a draft once it is completed.

Bill

From: Colon Ortega, Rosines <rcolon@sfwmd.gov>
Sent: Wednesday, December 22, 2021 9:01 AM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Richard Neill <richard.neill@stlucievillagefl.gov>; Mary Fowler <mary.fowler@stlucievillagefl.gov>
Subject: RE: St. Lucie Village Irrigation Requirements

William,

Thanks for following up on this matter. We understand your concerns. I have attached a copy of Rule 40E-24 (MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION MEASURES) of the Florida Administrative Code. This rule applies to all users within the District boundaries, therefore, St. Lucie Village is already under these restrictions. We are just trying to get local governments to locally assist us by adopting ordinances and carrying out the local enforcement. That being said, enforcement is not the main point; the main point is education. So if a resident is irrigating off their day/time a 'Friendly Reminder' education piece can be given to them and the District has created digital assets (flyers and a friendly door hanger), which the City can print and use for this purpose (free of charge). We usually suggest that first violations are met with a written warning, not a monetary penalty.

A lot of small local governments have adopted this already. Having this incorporated in the local code would provide consistency. Chapter 40E-24 was developed and adopted as a means to help protect our local drinking and environmental water resources, but it cannot be implemented effectively over a 16-county area by the District alone. Cooperation at the local level is critical and is why the Local Government Option (40E-24.301) was written into the Rule.

I suggest once your LDC is approved and you are ready with a draft for an ordinance you can send us a copy and we can review it and offer comments if it needs improvement. I will follow up with you in January to discuss the status.

Please, don't hesitate to contact me if you have any questions.

Sincerely,

Rosinés Colón

Water Conservation Analyst
South Florida Water Management District
3301 Gun Club Road MSC 9310
West Palm Beach, FL 33406
P: 561-682-6715; E: rcolon@sfwmd.gov

 rcolon@sfwmd.gov

From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Tuesday, December 21, 2021 8:54 AM

To: Colon Ortega, Rosines <rcolon@sfwmd.gov>
Cc: Richard Neill <richard.neill@stlucievillagefl.gov>; Mary Fowler <mary.fowler@stlucievillagefl.gov>
Subject: RE: St. Lucie Village Irrigation Requirements

[Please remember, this is an external email]

Rosines,

We are very close to codifying various ordinances into a more comprehensive Land Development Code. I anticipate that the LDC will be approved by our Board of Aldermen at our January 18 meeting. We intend to address irrigation requirements shortly after completing this LDC work.

The easiest way to address irrigation requirements in our LDC would be to adopt an ordinance that closely resembles the Model Ordinance that was provided to us by Robert Wanvestraut, and then incorporate that ordinance into the LDC. Enforcement of that ordinance in St. Lucie Village would be difficult due to our limited staff and current complain-driven code enforcement process.

Before we proceed with adopting an ordinance that may be difficult to enforce, I would like to have a better understanding what our options might be. A good start would knowing what we might be required to do. Can you tell me if there is a state statute or other regulatory requirement that we must adhere to in addressing irrigation? Also, do you have any information on what other very small towns (e.g., Town of Ocean Breeze) have done to date to address this issue?

We appreciate any information you can provide to assist us in this effort.

Bill Thiess

From: Colon Ortega, Rosines <rcolon@sfwmd.gov>
Sent: Thursday, December 2, 2021 12:45 PM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Subject: RE: St. Lucie Village Irrigation Requirements

Good afternoon Bill,

I am the new Conservation Analyst for the SFWMD and I am joining the effort to have all local governments adopt their own year-round irrigation ordinances. In the past you have been in contact with Robert Wanvestraut regarding this matter. I was circling back to ask if there has been some progress in this effort and if you've had a chance to review the model ordinances. Please, keep in mind that District staff is available to review drafts and offer feedback upon request. Don't hesitate to call me if you have any questions. I look forward to hearing from you.

Sincerely,

Rosinés Colón

Water Conservation Analyst
South Florida Water Management District
3301 Gun Club Road MSC 9310
West Palm Beach, FL 33406
P: 561-682-6715; E: rcolon@sfwmd.gov



From: Wanvestraut, Robert
Sent: Monday, August 23, 2021 2:17 PM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Richard Neill <richard.neill@stlucievillagefl.gov>; Mary Fowler <mary.fowler@stlucievillagefl.gov>
Subject: RE: St. Lucie Village Irrigation Requirements

Good Afternoon Bill,

Please see the attached (Ordinance is what goes to the commission; the model code language is what is actually made public after adoption and is what gets posted in municode).

Also keep in mind District staff can review the Village's draft ord once it is prepared, and provide non-binding feedback.

Thank you,

Robert

Robert Wanvestraut
Senior Alternative Water Supply Specialist
561-682-6615

From: William Thiess [<mailto:william.thiess@stlucievillagefl.gov>]
Sent: Thursday, August 19, 2021 1:42 PM
To: Wanvestraut, Robert <rowanves@sfwmd.gov>
Cc: Richard Neill <richard.neill@stlucievillagefl.gov>; Mary Fowler <mary.fowler@stlucievillagefl.gov>
Subject: RE: St. Lucie Village Irrigation Requirements

[Please remember, this is an external email]

Robert,

The person working on our unified code is on vacation. Our hope is that she will be able to complete the work after she returns.

In the meantime, we would like to review the model ordinance. Can you send me a copy or a link?

Thanks,

Bill

From: Wanvestraut, Robert <rowanves@sfwmd.gov>
Sent: Wednesday, August 18, 2021 9:34 AM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Richard Neill <richard.neill@stlucievillagefl.gov>; Mary Fowler <mary.fowler@stlucievillagefl.gov>
Subject: RE: St. Lucie Village Irrigation Requirements

Good Morning Bill,

I work with Jim Harmon in reaching out to our local governments encouraging and assisting them in the adoption of a year-round irrigation ordinance.

Toward that end, I'm circling back to inquire if the village is ready to begin reviewing our model ordinance.

Richard V. Neill, Jr.

From: Richard V. Neill, Jr.
Sent: Tuesday, January 4, 2022 9:11 AM
To: PAUL HOUSEWRIGHT
Cc: Laura Marotta; Mary Fowler; William Thiess
Subject: RE: 412 River Prado

Mr. Housewright,

I recommend that you seek and rely on your own counsel for an opinion on this issue.

That said, I don't see any way you can do what you want under our current code because it requires half-acre lots in this zoning district. If you review our subdivision ordinance (which is from 1962), you'll see that it would allow lots smaller than that; however, our interpretation is that the half-acre size requirement of the 1995 Zoning Ordinance controls. Both are posted on line at the Village website <https://stlucievillagefl.gov/>.

While smaller lots that existed in 1995 would typically be deemed buildable, our regulations on non-conformities and lot splits would not allow the creation of additional lots which are non-conforming in size after 1995.

In theory, the Zoning Ordinance could be amended but I would not count on that. A Comp Plan amendment would probably be required as well.

Sorry not to be more hopeful or helpful, but these are my thoughts.

Regards,

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 sender by reply e-mail and delete all materials from all computers.

-----Original Message-----

From: PAUL HOUSEWRIGHT <fturfserv@aol.com>

Sent: Monday, January 3, 2022 9:20 PM

To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>

Subject: 412 River Prado

Mr. Neill,

Hello, my name is Paul Housewright. I am currently under contract to purchase the home at 412 River Prado and the adjacent half acre lot in Saint Lucie Village. The total area of both of these properties is slightly more than one acre. I am sending this email to ask about the possibility of creating three lots from these two existing lots. I would demolish the current wood frame home on 412 River Prado and build three CBS homes. I understand that the process would take a significant amount of time and money to complete but I do believe that the end result would be worth the effort for the community and for myself. I have studied the requirements for development within Saint Lucie Village and feel certain that three very nice residences can be constructed within this area.

The lots are 122.85' deep by 185' wide and 122.85' deep by 188' in dimension.

I am scheduled to close on a cash transaction for these two lots on or before January 31, 2022. If I do not cancel the contract by 5 PM on January 6, 2022 ten thousand dollars of my deposit will be non refundable, so I would very much appreciate being told if it is absolutely impossible to make these two lots into three lots before this deadline.

Also, I do understand that everything is subject to approval by the board and, therefore, there is no way that I can be told if it will be approved until a later time.

Thank you for your consideration.

Paul Housewright
3814 Sunrise Blvd.
Fort Pierce, FL 34982
561 239-1683
Fturfserv@aol.com

Richard Neill

From: Richard Neill
Sent: Saturday, January 8, 2022 12:38 PM
To: William Thiess; 'zaeschleman@hsrcjv.com'; 'malmazan@hsrcjv.com'
Cc: Daniel Zrallack; Patrick Dayan; Don West; Laura Marotta; Peter DePasquale; Mary Fowler; Michael Colton
Subject: RE: St. Lucie Lane - Driveway replacements

Mr. Aeschleman and Ms. Almazan,

I'm the Town Attorney for St. Lucie Village and am forwarding an email exchange below in relation to work associated with the crossing at St. Lucie Lane in the Village.

As the Mayor, Bill Thiess, explains so eloquently below, the plan to close the north-south segment of Yacht View (which connects to St. Lucie Lane) has a significant negative impact on our residents; and, this road has been in use for decades. The point of this email is to ask that this closure be reconsidered.

This, of course, seems like a last minute request; but, this plan has come as a surprise to the Village. We were unaware of it until Pete referenced it yesterday; and, I think that we had actually been told at some point in the process that this would not happen. Be assured, though, that, if we had known before, we would have raised the issue earlier.

At this time, which the project moving forward, I thought it more important to get this request submitted than to work up a brilliant legal argument.

So, please accept this request on behalf on the Village, consider the negative impacts as described by Mayor, and reconsider or ask that Brightline (FEC?) reconsider this approach.

Thank you for your attention to this matter.

Regards,

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: Friday, January 7, 2022 7:48 PM
To: Richard Neill <richard.neill@stlucievillagefl.gov>
Cc: Daniel Zrallack <ZrallackD@stlucieco.org>; Patrick Dayan <DayanP@stlucieco.org>; Don West <westd@stlucieco.org>; Laura Marotta <LMarotta@neillgriffin.com>; Peter DePasquale <depasqualep@stlucieco.org>; Mary Fowler <mary.fowler@stlucievillagefl.gov>; Michael Colton <michael.colton@stlucievillagefl.gov>
Subject: RE: St. Lucie Lane - Driveway replacements

Richard,

We do maintain Matthew Quay way and did put a one-inch overlay on it about 7 or 8 years ago.

The gravel road east of the railroad between St. Lucie Lane and Yachtview Lane has been used for decades, probably 60 years or more. If it is closed, residents on Yachtview will have to use St. Lucie Lane and North Indian River Drive to access their properties. This may not seem like a big inconvenience, but the pavement on St. Lucie Lane and the south end of North Indian River Drive is only about 10 feet wide and there are very few places to pull over and allow vehicles coming from the opposite direction to pass. Visibility is poor on the curve at the east end of St. Lucie Lane and at its intersection with North Indian River Drive.

These roads have been this way for over 100 years and there is no right-of-way to widen them for two-way traffic. Needless to say, the Village residents will be very unhappy if the gravel road is closed to traffic. I would like to explore all alternatives with Brightline or FEC to keep this gravel road open.

Bill

From: Richard Neill <richard.neill@stlucievillagefl.gov>
Sent: Friday, January 7, 2022 2:26 PM
To: Peter DePasquale <depasqualep@stlucieco.org>; William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Daniel Zrallack <ZrallackD@stlucieco.org>; Patrick Dayan <DayanP@stlucieco.org>; Don West <westd@stlucieco.org>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: St. Lucie Lane - Driveway replacements

Bill, please confirm on this, but my understanding is that the Village does maintain Matthew Quay Way. And, would appreciate your thoughts on Yacht View access. 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: Peter DePasquale <depasqualep@stlucieco.org>
Sent: Friday, January 7, 2022 1:27 PM
To: William Thiess <william.thiess@stlucievillagefl.gov>; Richard Neill <richard.neill@stlucievillagefl.gov>
Cc: Daniel Zrallack <ZrallackD@stlucieco.org>; Patrick Dayan <DayanP@stlucieco.org>; Don West <westd@stlucieco.org>
Subject: FW: St. Lucie Lane - Driveway replacements

Good afternoon Bill & Richard,

HSR reached out today with the two emails below. Both address critical issues that need to be discussed.

The first email being that HSR states Matthew Quay Way is a private roadway. This would mean that in order for this project to begin the property owners along this roadway and SLV must agree to the work that will be performed along approximately 50' of this roadway. This area is reflected on page 11 of the attached permit #020-087. However, our records indicate that this roadway is maintained by SLV, which would mean that we do not need the approval of the property owners along this road. Please verify that this roadway is maintained by SLV so that we know how to proceed.

In the second email, HSR states that the north/south segment of Yacht View Road is within FEC ROW & the public access to this segment of the roadway will be eliminated when this crossing reconstruction is completed. They plan on fencing this segment of their ROW off to keep the public off this roadway, which is shown in the attached "4B-D09AECM-V01-RFC-Seg D09 Track Plan and Profile.". This was not a part of the permit, nor was it ever discussed throughout the process or we would have pulled you into the conversation immediately. We fully understand that this is going to cause quite a bit of public outcry, as this roadway connection has been used for a long time. At this point I do not believe there is anything that can be done to change this, but if you would like to discuss this with HSR we can tie them back into this email thread.

Please let me know how I can assist.

Pete DePasquale | Project Manager | Engineering Division

Office: 772-462-2742 | Cell: 772-200-8492 | 2300 Virginia Ave. Fort Pierce 34982
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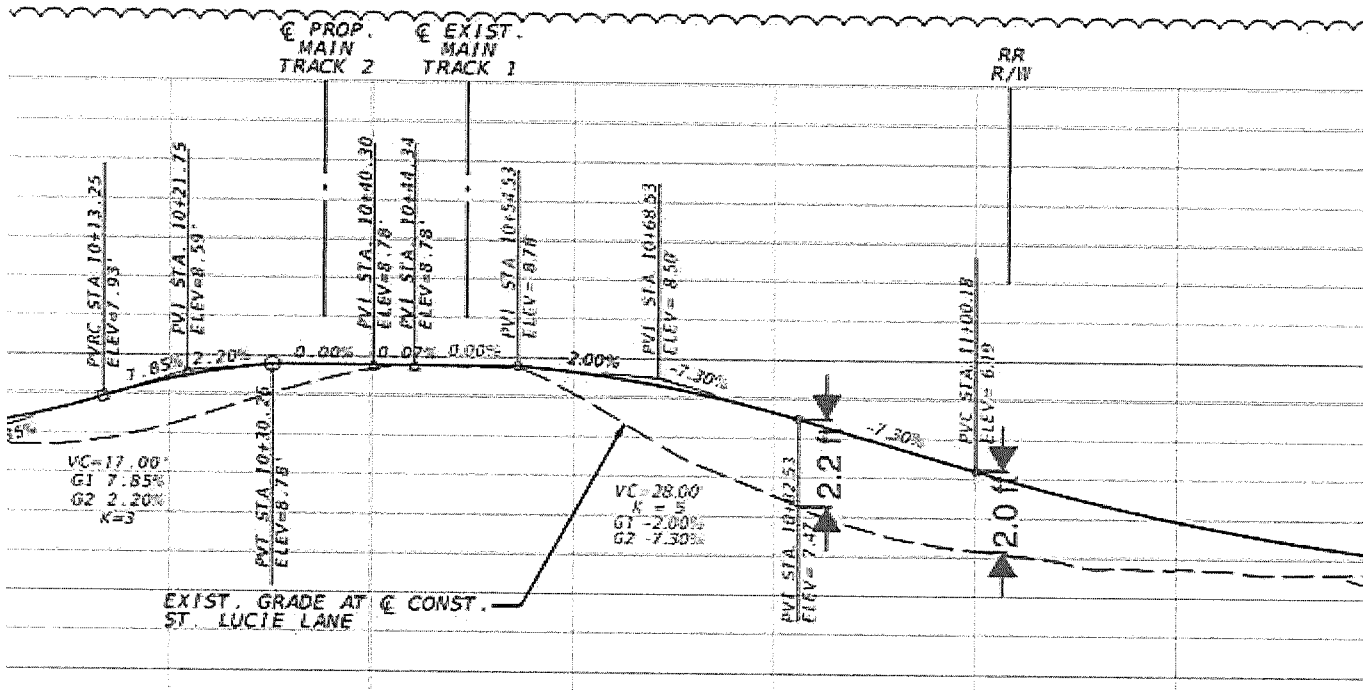


From: Zach Aeschleman <zaeschleman@hsrctv.com>
 Sent: Friday, January 7, 2022 8:47 AM
 To: Peter DePasquale <depasqualep@stlucieco.org>
 Cc: Mayra Almazan <malmazan@hsrctv.com>; ryan.white@gobrightline.com
 Subject: RE: St. Lucie Lane - Driveway replacements

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Pete,

I also forgot to mention that Yacht View Ln is on FEC ROW and access to St Lucie Ln from Yacht View will be eliminated as part of this work. You'll see below that the roadway profile East of the tracks is going to be raised over 2' from the existing profile to meet FDOT lowboy requirements. In addition, a fence is going to be installed along FEC ROW North of St Lucie Ln per the drawing attached.



Regards,

Zachary Aeschleman
 HSR Constructors
 Crossings Engineer - Segment 4B

(O) 772.293.2750
(C) 915.412.3193
zaeschleman@hsrjv.com

From: Zach Aeschleman
Sent: Friday, January 7, 2022 8:26 AM
To: 'Peter DePasquale' <depasqualep@stlucieco.org>
Cc: Mayra Almazan <malmazan@hsrjv.com>; 'ryan.white@gobrightline.com' <ryan.white@gobrightline.com>
Subject: RE: St. Lucie Lane - Driveway replacements

Pete,

Good morning! The driveways in question are clouded on the drawing attached. The driveways will be built to match existing and will refer back to the FDOT standard details attached if needed. The property owners that will be affected are pictured below for reference.

Also, after reviewing the property appraiser map, it does look like Matthew Quay Way is a private road and we'll need permission from the property owners and St Lucie Village to perform the work shown on the drawing attached.

Please let us know if we are cleared to proceed.





Regards,

Zachary Aeschleman

HSR Constructors

Crossings Engineer - Segment 4B

(O) 772.293.2750

(C) 915.412.3193

zaeschleman@hsrclv.com

From: Peter DePasquale <depasqualep@stlucieco.org>

Sent: Friday, January 7, 2022 7:16 AM

To: Zach Aeschleman <zaeschleman@hsrclv.com>

Subject: St. Lucie Lane - Driveway replacements

CAUTION: This message originated outside the organization and care should be taken before following links or opening attachments.

Good morning Zach,

Could you please send me a detail sheet for the driveways that you will be replacing on this roadway. I looked through the permit and did not see one in the package. I have reached out to St. Lucie Village for contact

information of the property owner and will get the info to you when I receive it. However, I can definitely see them asking for the specs of these replacements.

Thanks!

Pete DePasquale | Project Manager | Engineering Division

Office: 772-462-2742 | Cell: 772-200-8492 | 2300 Virginia Ave. Fort Pierce 34982

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File No.: 9621859

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE
Issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

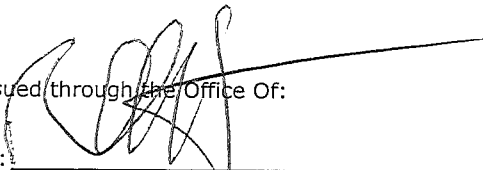
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

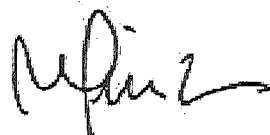
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office Of:

By: 
Authorized Officer or Agent
Authorized Signatory
Richard V. Neil, Jr.
Neill Griffin Marquis, PLLC
311 S 2nd St Ste 200
Fort Pierce, FL 34950-1592
Tel: 772-464-8200
Fax:

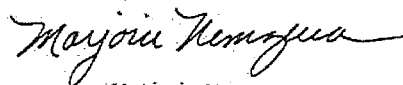
COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:



Randy R. Quirk
President

Attest:



Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by COMMONWEALTH LAND TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

Transaction Identification Data for reference only:

Neill Griffin Marquis, PLLC
311 S. 2nd St., Suite 200,
Fort Pierce, FL 34950
ALTA Universal ID:
LOAN ID Number:
Issuing Office File Number:
(Use for AgentTRAX documents)
Property Address: 2841 North Old Dixie Highway
Fort Pierce, FL 349468719
Order No.: 9621859
Revision Number: 2, 1/6/22 wls

Commonwealth Land Title Insurance Company

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 12/27/2021 at: 5:00 PM
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: Town of St. Lucie Village, Florida
Proposed Amount of Insurance: \$197,900.00
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc.):

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

St. Lucie County School Board f/k/a Board of Public Instruction

By virtue of Warranty Deed recorded in Deed Book 8, Page 252, of the Public Records of St. Lucie County, Florida. (Parcel 1)

By virtue of Quit Claim Deed recorded in Deed Book 82, Page 233, of the Public Records of St. Lucie County, Florida. (Parcel 2)
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY:

Authorized Officer or Agent

**SCHEDULE B SECTION I
REQUIREMENTS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Deed from St. Lucie County School Board f/k/a Board of Public Instruction, a body corporate under the laws of the State of Florida, to the Proposed Insured, which Deed shall have attached to it a certified copy of the Resolution of the grantor stating that it has been resolved, pursuant to a duly held meeting of its governing body, that: (1) the land described in Schedule A has been determined to be unnecessary for its public purposes; (2) the governing body has determined that disposal of said land is in the best interest of the public; and (3) authorizing conveyance of the land described in Schedule A to the Town of St. Lucie Village, Florida, by the individual executing said Deed, pursuant to the applicable Florida Statutes; and (4) said deed to specifically release any automatic reservation and right of entry in accordance with Florida Statute Section 270.11, otherwise this commitment and policy when issued will take exception to such mineral interests.

5. Proof of payment of any outstanding assessments in favor of St. Lucie County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of St. Lucie County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. An Affidavit in form acceptable to Commonwealth Land Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

8. Intentionally Deleted.

SCHEDULE B SECTION I
Requirements continued

9. Intentionally Deleted.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

END OF SCHEDULE B SECTION I

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

NOTE: 2020 Real Property Taxes in the gross amount of \$0.00 (No Tax Due) are Paid, under Tax I.D. No. 1433-110-0029-000-0. (Parcel 1)

NOTE: 2020 Real Property Taxes in the gross amount of \$0.00 (No Tax Due) are Paid, under Tax I.D. No. 1433-110-0030-000-0. (Parcel 2)

3. Standard Exceptions:
 - A. Intentionally Deleted.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
5. Ordinance 91-9 recorded December 19, 1991 in Official Records Book 768, Page 1064.
6. All right, title and interest of St. Lucie County School Board, a body corporate under the laws of the State of Florida, in an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same, which interest having been reserved under Section 270.11, Florida statute, by virtue of Warranty Deed to be recorded. (Note: As to said reservation, the reservation for mining and exploration have been modified by the release of the right of entry into the insured premises, as contained in Section 270.11 of the Florida Statutes)

NOTE: This exception will be deleted upon compliance with requirement.

SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

7. Intentionally Deleted.
8. Easement rights of all persons for ingress and egress for the purpose of visiting the cemetery.
9. The following matters disclosed by survey prepared by Alexander J. Piazza PSM, Inc., dated 10-29-21:
 1. Asphalt road encroaches on adjacent land along the Southerly boundary line.
 2. Encroachment of Flag Pole, Village Monument, Headstone, Grave Yard and Well House

NOTE: All recording references in this form shall refer to the public records of St. Lucie County, Florida, unless otherwise noted.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Commonwealth Land Title Insurance Company, 2400 Maitland Center Parkway, Suite 110 , Maitland, FL 32751; Telephone 866-632-6200.

Searched By: Wade L. Scardo wade.scardo@fnf.com 321-203-7912

END OF SCHEDULE B SECTION II

EXHIBIT "A"**PARCEL 1:**

SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; BEGIN AT A ROCK AT NORTHWEST CORNER OF PAINE'S LAND, RUN SOUTH 140 FEET; THEN EAST 155 FEET; THEN NORTH 140 FEET; THEN WEST 155 FEET TO THE POINT OF BEGINNING IN SUBDIVIDED LOT 3 OF ORIGINAL LOT 2.

ALSO KNOWN AS THE FOLLOWING LEGAL DESCRIPTION:

THE WEST 155 FEET OF THE FOLLOWING LEGAL DESCRIPTION: COMMENCE AT THE SOUTHWEST CORNER OF OLSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 59, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89°52'44" EAST, ALONG THE SOUTH LINE OF SAID OLSON'S SUBDIVISION, A DISTANCE OF 400.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'44" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 521.07 FEET TO THE WEST RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE SOUTH 14°39'44" EAST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST LINE, A DISTANCE OF 142.66 FEET; THENCE NORTH 89°52'44" WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 555.51 FEET; THENCE NORTH 00°41'44" WEST, A DISTANCE OF 137.95 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:**PARCEL 2:**

SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; PROPERTY LYING WEST OF OLD DIXIE HIGHWAY AND EAST OF SCHOOL BOARD PROPERTY, BEING 140 FEET MORE OR LESS ON A NORTH/SOUTH LINE.

ALSO KNOWN AS THE FOLLOWING LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF OLSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 59, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89°52'44" EAST, ALONG THE SOUTH LINE OF SAID OLSON'S SUBDIVISION, A DISTANCE OF 400.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'44" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 521.07 FEET TO THE WEST RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE SOUTH 14°39'44" EAST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST LINE, A DISTANCE OF 142.66 FEET; THENCE NORTH 89°52'44" WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 555.51 FEET; THENCE NORTH 00°41'44" WEST, A DISTANCE OF 137.95 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 155 THEREOF.

THE COMBINED LEGAL DESCRIPTION OF PARCELS 1 AND 2 IS SHOWN AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF OLSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 59, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89°52'44" EAST, ALONG THE SOUTH LINE OF SAID OLSON'S SUBDIVISION, A DISTANCE OF 400.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'44" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 521.07 FEET TO THE WEST RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE SOUTH 14°39'44" EAST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST LINE, A DISTANCE OF 142.66 FEET; THENCE NORTH 89°52'44" WEST, DEPARTING

Exhibit "A" continued

SAID WEST LINE, A DISTANCE OF 555.51 FEET; THENCE NORTH 00°41'44" WEST, A DISTANCE OF 137.95 FEET TO THE POINT OF BEGINNING.

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ALTA Commitment (6-17-06)



Richard Neill

From: William Thiess
Sent: Saturday, January 8, 2022 3:05 PM
To: Mary Fowler
Cc: Richard Neill
Subject: RE: Final Rule Information for the Coronavirus State and Local Fiscal Recovery Funds

Mary,

Thanks for forwarding all. We do not have a report due for ARP funds until April 30, 2022. The emails you forwarded indicate it will be annual reports after the first one.

I will be recommending to the Board that we go in the septic-to-sewer conversion and central water service direction through FPUA and their continuing contract engineers and contractors. That would consist of preparing design plans sufficient to be "shovel-ready" and apply for and receive grants to get some of this work done. Based on input I have received from Village residents over the years, this is the greatest need, will serve all residents, is good for the lagoon, and is certain to be funded.

FPUA's Bo Hutchinson has some of his people working on a proposal for this work. It will likely include handling our required annual reporting. As soon as I receive this, I will bring it to the Board of Aldermen for discussion.

Bill

From: Mary Fowler <mary.fowler@stlucievillagefl.gov>
Sent: Saturday, January 8, 2022 11:06 AM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Subject: Fw: Final Rule Information for the Coronavirus State and Local Fiscal Recovery Funds

...and one from Thursday

Regards,

Mary Fowler, Clerk

Town of Saint Lucie Village

772-466-6900

From: slfrp@treasury.gov <slfrp@treasury.gov>

Sent: Thursday, January 6, 2022 1:25 PM

To: Mary Fowler

Subject: Final Rule Information for the Coronavirus State and Local Fiscal Recovery Funds

Dear State and Local Fiscal Recovery Funds Recipient,

Today, Treasury adopted the final rule implementing the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program under the American Rescue Plan.

The final rule is the result of extensive dialogue with our stakeholders, including recipient governments, and will enhance the capacity of state, local, and Tribal governments to meet immediate pandemic response needs and promote longer-term recovery.

The State and Local Fiscal Recovery Funds program provides governments across the country with the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue resulting from the crisis, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

About the Final Rule:

The final rule – which takes effect on April 1, 2022 – provides state, local, and Tribal governments with even broader flexibility to pursue a wider range of uses to respond to local public health and economic needs – as well as greater simplicity so they can focus on responding to the needs in their communities and maximizing the impact of their funds. Recipients may find the full text of the [final rule](#) on our website with available supporting materials.

Prior to April 1, 2022, recipients may take actions and use funds in a manner consistent with the final rule, and Treasury will not take action to enforce the Interim final rule if a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Please see the [Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule](#) for more information.

Additional Treasury Resources for Navigating the Final rule:

Treasury is committed to working with recipients to help them digest the final rule and effectively maximize their use of funds.

Recipients are encouraged to consult the [Overview of the Final Rule](#), which is a user guide that boils the rule text down into an easy-to-understand summary. The Overview of the Final Rule includes a non-exhaustive list of projects that recipients can undertake with these funds without undergoing additional independent analysis.

Treasury is hosting webinars with recipients and stakeholders to brief and answer questions about the Final Rule. Please attend one of the following webinars for a live presentation. If Treasury reaches RSVP capacity and you cannot attend a webinar or prefer to be briefed at your convenience, Treasury will post a recording of the webinar hosted on January 7, 2022.

- January 7, 2022 at 1:00pm ET; [register here](#). This webinar will be recorded and shared within a few business days.
- January 10, 2022 at 4:00pm ET: [register here](#).
- January 12, 2022 at 1:00pm ET: [register here](#).

Treasury looks forward to working with recipients to navigate any remaining questions that they may have about the final rule so they can deploy these resources in their communities with confidence. Please email our inbox at slfrp@treasury.gov with your questions and Treasury will respond as soon as possible.

Thank you.

Richard V. Neill, Jr.

From: Richard V. Neill, Jr.
Sent: Tuesday, December 7, 2021 2:22 PM
To: Peter Sweeney; Richard Neill
Cc: Pamela Layton
Subject: RE: Zoning Variance - corrected date for public records request
Attachments: Order (Lounibos).pdf; Order (Oney).pdf; Proof of Publication (Oney).pdf

Pete,

It was a pleasure to talk to you today.

I am enclosing a copy of the requested proof of publication, together with copies of the recent Oney order and the Lounibos order.

We will now look at gathering the additional documents information requested. I gather that electronic versions are acceptable if easiest.

Per our discussion today, I understand the request to encompass submittals from and communications with the applicants prior to the meetings, materials provided by me/staff to the Board of Adjustment before the meetings, and any material presented at the meetings.

As indicated, there may be enough time/copies involved to exceed \$100 but I'd be surprised if it exceeded \$200. We'll certainly give you a heads up if that seems to be the case. I'll be asking the Clerk to check for papers submitted at hearings, and I'll ask Laura to go through our files for the rest of the documents.

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: Peter Sweeney <psweeney@blockscarpa.com>
Sent: Thursday, December 2, 2021 9:35 AM

To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>; richard.neill@stlucievillagefl.gov
Cc: Pamela Layton <playton@blockscarpa.com>
Subject: FW: Zoning Variance - corrected date for public records request

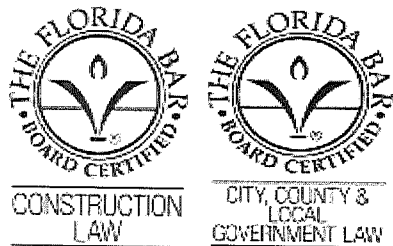
Good morning Richard,

I realized that the beginning date for the public records request is incorrect; it should be January 1, 2019, not January 1, 2022. Thank you and please let me know if you have any further questions.

Pete Sweeney

Peter J. Sweeney, Jr.

Senior Counsel
Block & Scarpa
Attorneys-at-Law
www.blockscarpa.com
601 21st Street, Suite 401
Vero Beach, FL 32960
Phone: 772-794-1918
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From: Pamela Layton <playton@blockscarpa.com>
Sent: Wednesday, December 1, 2021 4:47 PM
To: richard.neill@stlucievillagefl.gov; rneilljr@neillgriffin.com
Cc: dwright@raptns.com; Peter Sweeney <psweeney@blockscarpa.com>
Subject: Zoning Variance

Mr. Neill,

Please see the attached letter.

Pamela R. Layton
Paralegal
Playton@BlockScarpa.com



Direct: (772) 610-4594

Main: (772) 794-1918

Facsimile: (772) 567-4477

601 21st Street, Suite 401


Vero Beach, Florida 32960

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 Please think about the environment before printing this e-mail.

ATTENTION: We are excited to announce that we have moved our Vero Beach office to 601 21st Street, Suite 401, Vero Beach, FL 32960

Block & Scarpa
Attorneys at Law

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*Of Counsel

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†LL.M. in Bankruptcy

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and Planned Development Law

*Board Certified in Construction
Law

*Board Certified in City, County &
Local Government Law

*Also licensed to practice in NJ

‡Also licensed to practice in NY

*Also licensed to practice in GA

www.BlockScarpa.com

Vero Beach Office:

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Vero Beach, FL 32960
(772) 794-1918
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Orlando Office:

605 E. Robinson St., Suite 130
Orlando, FL 32801
(407) 440-2100

Fort Lauderdale Office:

401 E. Las Olas Blvd., 14th Floor
Fort Lauderdale, FL 33301
(954) 332-2467

Block & Scarpa

Attorneys at Law

REAL ESTATE ♦ TRUSTS & ESTATES ♦ CIVIL LITIGATION ♦ CONDO/HOA

December 1, 2021

SENT VIA EMAIL:

Richard V. Neill, Jr.
311 South Second Street
Ft. Pierce, FL 34950
Richard.neill@stlucievillagefl.gov

Re: Zoning Variance

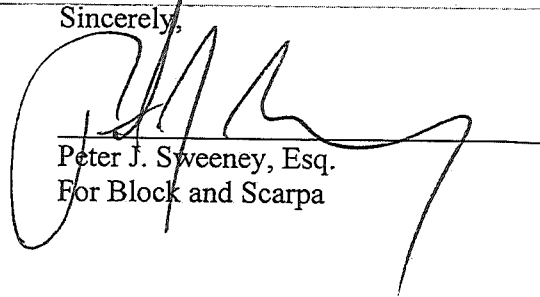
Dear Richard,

As you know, I've been retained to represent Douglas Wright. Please accept this correspondence as a public records request pursuant to Chapter 119 of the Florida Statutes. I respectfully request all variances granted or denied within the Town of St. Lucie Village from January 1, 2022, to the date of this letter. Please include any and all materials related to the original application for the variance, any materials prepared by you to the Board of Adjustment, any materials submitted separately from the application to the Board of Adjustment, any materials related to the final determination by the Board of Adjustment, and the subsequent minutes following each variance hearing. If there is a cost associated with researching and preparing these public records in excess of \$100, please call or email my office for final approval prior to processing.

It is my understanding that a majority of the variances presented to the Board of Adjustment have been granted during this time period, which would seem to be in conflict with generally accepted Florida law regarding variances. I look forward to receiving the materials as soon as you can provide them so that my client and I can review them and make the appropriate individuals aware of possible conflicts with Florida law.

Thank you and I look forward to your response.

Sincerely,



Peter J. Sweeney, Esq.
For Block and Scarpa

CC: Client via email only
Board of Adjustment (C/O Richard Neill)
Board of Alderman (C/O Richard Neill)

Richard V. Neill, Jr.

From: Richard V. Neill, Jr.
Sent: Monday, January 3, 2022 10:27 AM
To: Peter Sweeney
Cc: Savannah Unruh; Laura Marotta
Subject: SLV records request

Pete,

At this point, Laura has gathered the electronically stored material and the physical files we have at the office which fall within the scope of your request. Similarly, Mary Fowler, the Clerk, indicates that she has gathered the responsive (hard) files that are kept at the Village Hall.

Mary reports spending an hour to an hour and half, and Laura reports two to two and half hours. That puts our time/expense level at \$75-100.

I think that I need to review the materials being gathered at my office to check for completeness. As we've discussed before, I don't think that I can charge for my time doing that but I would feel better about our production of records if I did so.

Once I have done that, we will want to coordinate production. Will you all want to review the original files? If you do not want to do that, but you do want copies, I think the most effective and efficient way to deal with that would be to have a third-party copy or scan them with you to pay or reimburse that invoice.

On the electronically stored information, I would assume that we could do DropBox or something like that....

So, currently I see our expenses at the \$100 mark and would expect additional expense in the form of some time and expense of getting the hard files scanned or copied.

Would appreciate your thoughts and comments on proceeding from here, including any preferences on production.

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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