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+ Board Certified Civil Trial Lawyer

July 10, 2024

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 – July meeting

Gentlemen and Ms. Van Hekken:

Please accept the following as our attorney's report for the July 16th meeting.

1. Swearing-In Elected Officials. Michelle Miller, our Clerk of Court, will be at the meeting to swear in our newly “elected” officials.
2. Proposed 2024 – 2025 Millage Rate and Budget Hearing Schedule. The Budget Committee met and recommends that the millage rate be set based on the maximum amount that can be approved by 2/3 majority (in our case four members) which, rounded, would be 1.8500. That results in a 16.15% increase over the rolled-back rate of 1.5928 and the revenue on that basis would be \$201,625.00 with a minimum of \$191,543.75 to be included in the budget. The committee also considered scheduling of the tentative millage

and budget hearing and recommends that take place on Wednesday, September 4, 2024, with the plan being, subject to Board approval and availability of at least four members, for the final hearing to be held at the Board's regular meeting on September 17, 2024.

3. Appointment of Board of Adjustment Members. The terms of Scott McLam and Stan Grontkowski on the Board of Adjustment have expired. Stan has asked to be replaced and Scott is willing to serve another three-year term. I ask that you reappoint Scott and that we plan to determine a replacement for Stan next month.

4. Desktop PC for Village Business. We need to replace the laptop PC we are currently conducting Village business on; and, at this point, we have out-grown a laptop for this purpose.

5. Landscape Proposal. Enclosed is a proposal received from Gary Roberts Nursery and Landscape, Inc.

6. Capital City Consulting Addendum. If we receive a scope of services, we'll ask your consideration of an addendum to the existing contract.

7. Informational items. The following are for your information and will only carry forward in my report if they remain pending for my further attention/involvement:

- i. Zoning queries. None other than pertaining to Oney (see below).
- ii. Lien queries. 3680 N. Milton Rd. – no issues reported.
- iii. Blaine and Ladonna Oney Building Permit/Variance Issues. I've been involved in discussions and a meeting on this matter. A recent email exchange and the referenced variance are enclosed.
- iv. Fort Pierce Utilities Authority Interlocal agreement. I've been asked to review the enclosed form of Memorandum of Understanding for FPUA to waive (contribute) Capital Improvement Charges for connections to the future Village wastewater system .
- v. Property South of the St. Lucie School (Parcel 1433-113-0030-010-2). Bill and I have met with Mr. Caldwell and engineers and expect them to bring forward Land Development Code amendments in August.
- vi. St. Lucie School Property Boundary. I've asked Dave to follow up and set a meeting with the surveyor.

Mayor and Board of Aldermen

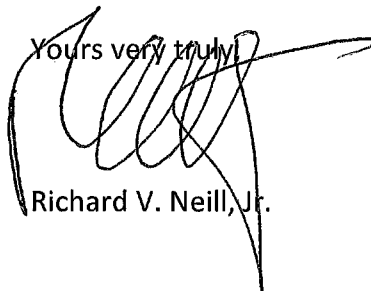
Page 3

July 10, 2024

vii. Public Records Request. No further action has been taken.

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

With best regards.

Yours very truly

Richard V. Neill, Jr.

RVNjr/dw
Enclosures

cc: Paulette T. Burgess, Acting Clerk (w/encls.) Carl Peterson, Building Official (w/encls.)
Cathy Townsend (w/encls.) Leon Ghougasian, Marshall (w/encls.)
Wesley Taylor (w/encls.)

Gary Roberts Nursery and Landscape, Inc.

Phone: 772-460-1539

Fax: 772-464-2696

Mailing Address: 437 Rouse Road, Fort Pierce, FL 34946

Nursery Address: 4200 Johnston Road, Fort Pierce, FL 34951

Attn: Bill Thiess

St. Lucie Village Town Hall

Fort Pierce, FL

Email: william.thiess@stlucievillagefl.gov

6/26/2024

RE: Landscape Proposal

Item	Description	Quantity	Unit \$\$	Extended \$\$
Simpson Stopper	3 gal to replace dead/unhealthy in front of building	23	\$ 20.00	\$ 460.00
Variegated Arboricola	3 gal to replace dead/unhealthy in front of building	20	\$ 18.00	\$ 360.00
Indian Hawthorne	3 gal to replace dead/unhealthy in front of building	2	\$ 20.00	\$ 40.00
Brown Shredded Mulch	planting beds in front of building BSU5	1	\$ 335.00	\$ 335.00
Labor	remove dead/unhealthy plants	1	\$ 105.00	\$ 105.00
Disposal		1	\$ 45.00	\$ 45.00
Irrigation	adjust drip pipe as needed for new plantings, replace	1	\$ 250.00	\$ 250.00
	24V solenoid in electric valve			
			Total:	\$ 1,595.00

*Existing soil to be used as planting soil

Gary Roberts Nursery and Landscape is a Drug Free Workplace

Please visit our website at: garyrobertslandscape.com

Richard V. Neill, Jr.

From: blaine oney <blaineoney@outlook.com>
Sent: Tuesday, July 9, 2024 9:33 AM
To: Carl Peterson; Richard V. Neill, Jr.
Cc: Michael Menard; LaDonna Oney♥
Subject: Re: Plan review
Attachments: Existing southern overhang 2.jpg; Existing southern overhang 1.jpg

Mr. Peterson & Mr. Neill,

Carl, thank you for the very timely review response and comments to our Building Permit Application. I know that the Septic Permit Permit was lacking from our submittal but have been assured it is in review and Reliable Septic has responded to the questions from the Health Department. I have considered the potential lack of opportunity for all of us to be able to get together before Friday of this week on such short notice and decided to address Review Comments to our Building Permit Application. Responses are inserted into the Carl's Comments email I received and is copied below. See below with comments and references to photos as appropriate;

Oney Building Plans



Hide message history

From: Carl Peterson <carl.peterson@stlucievillagefl.gov>
Subject: Oney Building Plans
Date: July 7, 2024 at 2:01:27 PM EDT
To: blaineoney@gmail.com
Cc: "Richard V. Neill, Jr." <RNeilUr@neillgriffin.com>, David Whitney <DWhitney@neillgriffin.com>, William Thiess <william.thiess@stlucievillagefl.gov>

Good afternoon Mr. Oney

I have noticed some issues with your plans that do not meet what was outlined in the variance order. Listed below are issues I found not covered in the Variance.

The variance clearly states the only thing that can encroach into the north setback is the stairs, landings and a balcony on the North east corner. The South side is allowed to encroach into the setback not closer than 17.5 feet.

1) The north wall shows being taken down and rebuilt in the north setback.

Only the brick veneer that is on the Northern most portion of the wall will be removed as reflected on Plan Sheet A-1 (Demolition Plan). The masonry wall behind is to remain and will be brought up to current code to meet building requirements. The wall finish at that location will be approximately 4"

further away from the North Boundary line than where it currently sits since the brick will be removed from the existing wall.

2) A dumb waiter is shown in the north set back.

The dumb waiter will be located approximately 2' 7" further toward the North Boundary beyond the existing brick veneer of the wall section discussed in 1) above.

3) The pantry extends in to the north set back.

Items 1), 2) & 3) are all in reference to the North side of the property. The North wall of the second floor Pantry will be 10' from the existing Northern most existing brick veneer wall line and with the brick removal from the existing chimney wall, the North wall of the structure above will be approximately 10.01' from the North Boundary Line of the property. The Variance permitted our improvements to be no closer than 8.25' from the North Boundary of our property. This finished location will be approx. 1.75' less than what was approved.

I had stated during our meeting for this Variance Approval that our intent for the improvements to our property was to relocate the stairs and landing as well as 3 pumps which impeded access to our electric meter and extend the balcony North and East. Additionally, provide space for equipment that will be placed under the new balcony. A dumb waiter is equipment as are the 3 water pumps and other assorted equipment that functions with the pumps. All of this equipment has been designed to be contained within structure and out of sight under the balcony areas above. The Pantry shown on our plan is an extension of the rest of our balcony by definition of Balcony. I have copied and pasted the definition of "Balcony" from Oxford Dictionary and it follows;

Dictionary

Definitions from [Oxford Languages](#) · [Learn more](#)

bal·co·ny

/'balkənə/

noun

1. 1. a platform enclosed by a wall or balustrade on the outside of a building, with access from an upper-floor window or door.

"the glass doors opened onto a balcony with a view of the park"

2. the upstairs seats in a theater, concert hall, or auditorium.

4) The second floor is overhanging the first floor by 1.7ft and appears the second floor is encroaching into the 17.5 set back from the bulkhead allowed in the variance order.

This is on the south side along the canal. The existing 2nd floor structure overhangs the first floor by 1' 7" at this location as well as at 4 other 2nd floor locations on the existing property. In effort of keeping with the current Architectural design in place since the mid 70's we opted to retain the slight second floor overhang on the South side and one other area as is currently in place. The overhang of the new structure is designed to overhang 1' 4" in 2 of the original locations. Flying buttresses are designed to

support this slightly overhanging masonry structure. A couple photos are attached of one of the existing 2nd floor overhangs. You will have to click on the second photo attachment.

Hopefully my explanation to the Permit Application Comments are appropriate and will be satisfactory.


Regards,

Blaine Oney

From: blaine oney

Sent: Monday, July 8, 2024 3:48 PM

To: Richard Neill Jr. <rneilljr@neillgriffin.com>

Cc: Carl Peterson <carl.peterson@stlucievillagefl.gov>; Michael Menard <mmenard@architectonicinc.com>; LaDonna Oney  <ladonnaoney@gmail.com>

Subject: Plan review

Mr. Neill,

I received Building Permit Comments from Carl Peterson this afternoon. I see that you were copied on the email. The comments all are having to do with setback encroachment and what was stated in the Variance.

Can we all meet to discuss our plans, the Variance and what was discussed at our Variance Meeting? I will be out of the Country leaving early this Friday morning returning on the 16th for the Town Hall/Alderman Meeting. I can be available anytime Tuesday, Wednesday or Thursday afternoon this week at your office.

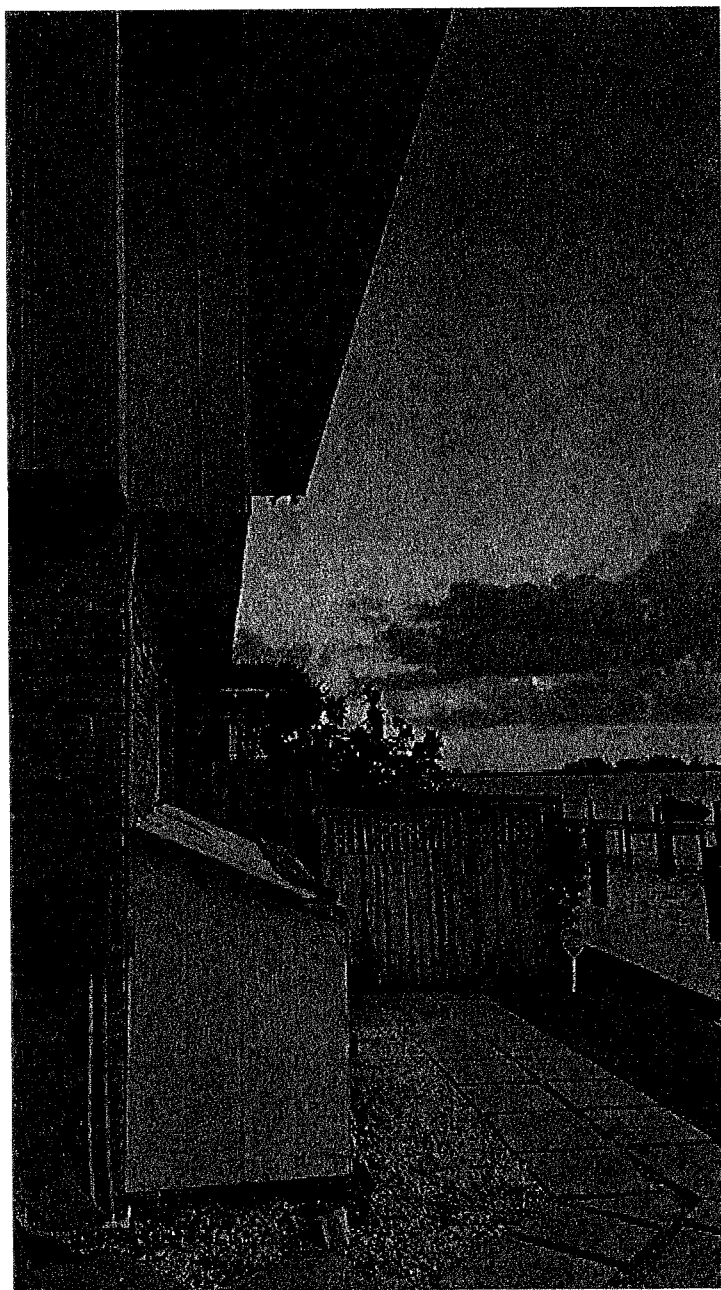
As you are aware, we are trying to make the July Town Hall Meeting for approval since our Variance expires Aug. 15 and the August meeting is on the 20th.

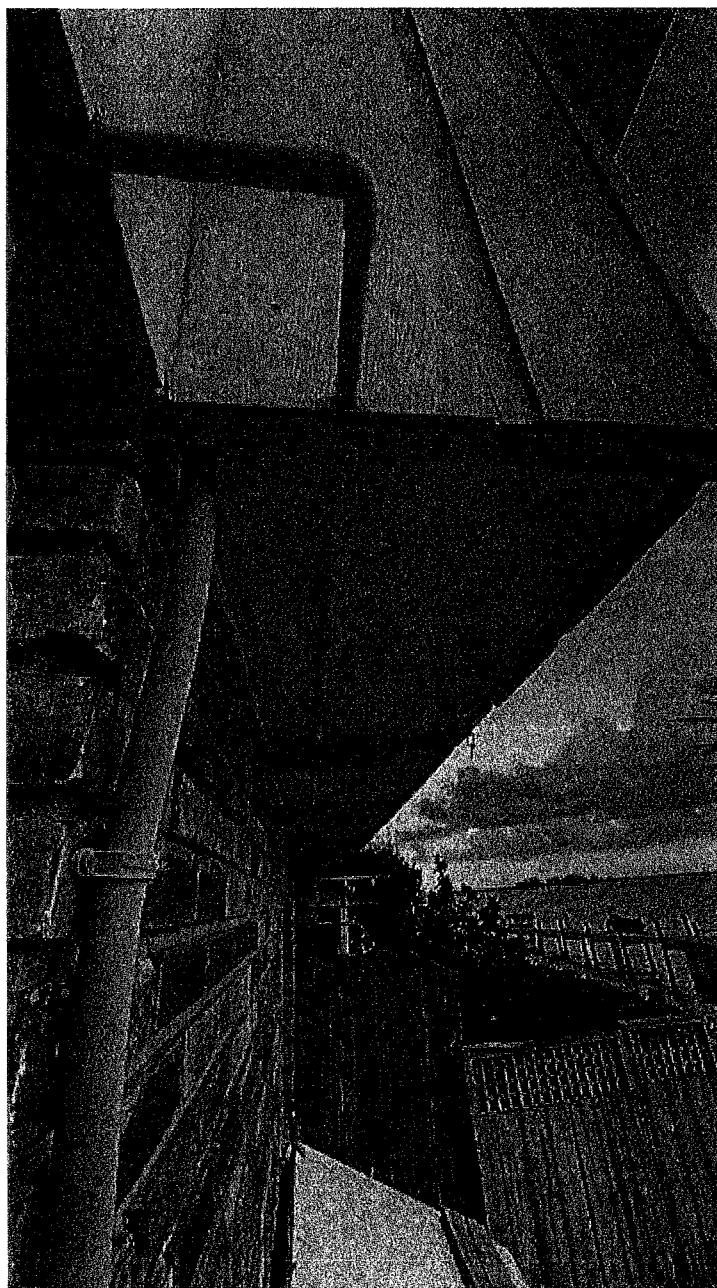
Please reply all to this email.

Thank you,

Blaine Oney

Sent from my iPhone





**IN RE: PETITION FOR VARIANCE OF
BLAINE AND LADONNA ONEY**

ORDER

This matter came before the Board of Adjustment of the Town of St. Lucie Village, Florida, on July 19, 2023 at 6:30 p.m. Blaine Oney and LaDonna Oney had requested a variance from Section 3.5.6 of the St. Lucie Village Land Development Code for their property located at 495 Peninsula Drive.

The Board of Adjustment, having heard the petition of Mr. and Mrs. Oney, having heard from petitioners, having offered opportunity for public comment and heard objections from the attorney for a neighbor, and having given the matter full consideration, finds as follows:

1. This hearing was properly noticed by publication and mailed notices, as required by the St. Lucie Village Land Development Code.

2. The subject property is a residence located at 495 Peninsula Drive, Fort Pierce, Florida 34946 and has tax I.D. number 1421-601-0020-000-7. The legal description of this property in St. Lucie County, Florida is:

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

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

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

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

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

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

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

9. The spirit and intent of the St. Lucie Village Land Development Code and Town Comprehensive Plan are not opposed to the variance.

It is thereupon,

ORDERED as follows:

1. The requested variance is granted to Blaine Oney and LaDonna Oney so that they are relieved from the setback limitations in the St. Lucie Village Land Development Code on the north, south, and east sides of their property, to the specific extent described below:

a) The Oneys may encroach into the 25 foot setback on the south side of the property to within, but not closer than, 17.5 feet from the bulkhead on the east side of their structure and to 16.75 feet on the west side, with any structure to be located north of a line connecting those points.

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

c) The Oneys may encroach into the north setback to construct stairs, landings and a balcony at the northeast corner of the existing structure, which improvements may extend into the setback on the north side of the property to within, but not closer than, 8.25 feet of the north boundary of their property.

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

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

DONE AND ORDERED by the Board of Adjustment of the Town of St. Lucie Village, Florida, this 17th day of August, 2023.

BOARD OF ADJUSTMENT TOWN OF
ST. LUCIE VILLAGE, FLORIDA

By: 

JIM VAN HEKKEN
Chairman

Copies furnished to:

Blaine and LaDonna Oney
Board of Aldermen
Mary Fowler, Acting Clerk

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

**INTERLOCAL AGREEMENT
MURA MSBU**

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between St. Lucie County, a political subdivision of the State of Florida (the "County"), the Fort Pierce Utility Authority, an authority created and established by the City Commission of the City of Fort Pierce, Florida, ("FPUA") and the City of Fort Pierce, a municipality organized under the laws of the State of Florida (the "City").

WHEREAS, FPUA is the governing body authorized to enter into agreements relating to providing service from the potable water supply of the City; and,

WHEREAS, the County intends to create the Mura municipal services benefit unit (the "Mura MSBU") to fund the cost of providing potable water to the Mura area in unincorporated St. Lucie County. A description of the boundaries of the real property within the proposed MSBU is attached hereto and made a part hereof as Exhibit "A". A list of the current parcel numbers within the proposed MSBU is attached hereto and made a part hereof as Exhibit "B"; and,

WHEREAS, The Mura MSBU is located within the boundaries of FPUA's Utility Service Area; and,

WHEREAS, the parties believe that it is in their mutual best interest to cooperate in providing potable water to Mura.

NOW, THEREFORE, FPUA, the City, and the County hereby agree and covenant on the terms and conditions hereinafter stated:

1. **GENERAL**. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

2. **FPUA RESPONSIBILITIES**. FPUA's responsibilities under this Agreement are as follows:

a. FPUA shall design and install or cause to be designed and installed a system including all pipes, services, mains and appurtenances thereto (the "System") necessary to provide potable water to the Mura area. The design and installation of the System shall be done in accordance with all applicable, standard FPUA policies and procedures. The County reserves the right to review and approve the utilities plans and bid documents before inclusion in the bid package.

b. If easements are required, FPUA shall attempt to obtain all necessary easements for installation and maintenance of the System. FPUA shall not be required, however, to condemn any such easements or expend funds for acquisition of same. If appropriate easements satisfactory to FPUA are not obtained, FPUA shall have no further obligation under this Agreement.

c. FPUA shall administer a project to install the System to include but not limited to awarding the contract for design, construction, and inspection during construction, shop drawing approvals, change order approvals, project certification, and production of record drawings.

d. Upon completion of the System and acceptance of ownership of the System by FPUA, FPUA shall be responsible for the operation and maintenance of the System.

e. Prior to the public hearing to be held by the St. Lucie County Board of County Commissioners pursuant to Section 40 - 100 of the St. Lucie County Code of Ordinances to adopt a preliminary assessment roll for the Mura MSBU, FPUA shall provide an itemized final estimated cost (the "Final Estimated Cost") for the installation of the System to the County. The Final Estimated Cost shall include the cost of testing, permits, surveying, legal, design, construction, contingencies allowance, construction administration, certification, record drawings, and acquisition of easements for the installation of the System and shall be subject to the approval of the County. Any unexpected costs incurred during the construction and installation of the System beyond the Final Estimated Cost shall be the responsibility of FPUA.

f. If the County does not levy a special non-ad valorem assessment as described below, FPUA shall be responsible for the cost of all design or other work done by FPUA related to the System. The County shall use its best efforts to notify FPUA as soon as possible of any decision not to levy an assessment.

g. FPUA shall make a monetary contribution up to \$186,665, or the cost necessary to offset any Capital Improvement charges, towards the construction cost of the project.

3. **COUNTY RESPONSIBILITIES.** In the event the County determines at a public hearing to create a MSBU and to levy a non-ad valorem special assessment, the County's responsibilities under this Agreement are as follows:

a. The Board of County Commissioners of St. Lucie County, Florida shall act as the governing body of the Mura MSBU and shall levy a non-ad valorem special assessment (the "Assessment") on the landowners within the limits of the MSBU to fund the cost of the installation of the System as required for connection to the FPUA water system.

b. The County shall pay to FPUA an amount not to exceed the Final Estimated Cost for the installation of the System. All other applicable fees and charges for connection to the FPUA water system will be the responsibility of the landowners. The amount of the capital improvement charge shall reflect the current FPUA charges on the date of the submission of the Final Estimated Cost to the County. Payment by the County to FPUA shall be within 30 working days after the County has obtained funds from the issuance of bonds to finance the project and after the approval of the costs by the St. Lucie County Director of Engineering or his designee.

c. Upon the request of FPUA, the County's Property Acquisition Division shall provide staff assistance to FPUA for the acquisition of easements necessary for the installation and maintenance of the System.

4. **TERMINATION.** Unless terminated by the mutual written agreement of all parties, this agreement shall remain in full force and effect until all of its terms and conditions have been met.

5. **NOTICE OF CITY ANNEXATION REQUIREMENT.** The following notice is required by the City and should not be construed in any way as an endorsement of the City's annexation policies by the County.

As a condition precedent for connection to the FPUA water system, FPUA requires all users to sign an annexation agreement whereby the user consents to and requests that his or her property be annexed into the city limits of Fort Pierce whenever such annexation may legally occur and that the FPUA will refuse to allow

connection to its water system unless and until the referenced annexation agreement is signed. This annexation agreement shall be in the form utilized by FPUA, shall be irrevocable and shall be binding on the heirs, successors and assigns of all such users.

6. **CONSENT TO COUNTY MSBU UPON ANNEXATION.** The parties acknowledge that if the Mura MSBU is annexed into the City this will result in the existence of a St. Lucie County Municipal Services Benefit Unit within the jurisdictional boundary of the City. Accordingly, the City agrees that if it intends to annex the Mura MSBU into the City, it will include within the appropriate annexation ordinance a statement that the City consents to the existence of the Mura MSBU within the boundaries of the City pursuant to the provisions of Section 125.01(q), Florida Statutes or other applicable law.

7. **VALIDATION OF BOND AND ASSESSMENT ROLL.** A condition precedent to the effectiveness of this Agreement is the entry of a Final Judgment (and the expiration of the appropriate appeal period) by a court of competent jurisdiction validating the issuance of bonds to finance the System along with the assessment roll adopted by the Board (the "Bond Validation Proceeding"). In the event that either a Final Judgment validating the bonds and assessment roll is not entered or an appellate court reverses the Final Judgment, the Agreement shall automatically terminate and the parties shall have no further responsibilities under the Agreement including but not limited to any payments due to FPUA by the County. Notwithstanding the foregoing, if either a Final Judgment validating the bonds and assessment roll is not entered or an appellate court reverses the Final Judgment, the County reserves the right to be reimbursed by FPUA for all outside counsel legal fees and costs incurred by the County in the Bond Validation Proceeding as well as in any related appeal. The County agrees to consult with FPUA concerning the expenditure of money for outside bond counsel services related to the Bond Validation Proceeding and further agrees that such expenditure shall not exceed five thousand and no/100 dollars (\$5000.00) without the express written consent of FPUA. The County's right to reimbursement shall survive the termination of this Agreement as described in this paragraph.

8. **ADDITIONAL CONNECTIONS.** For so long as any bonds issued by the County to finance the System are outstanding, FPUA shall inform the County in advance of any additional connections to the System proposed for real property not previously included on the assessment roll for the Mura MSBU. The County shall then determine whether such additional property should be assessed a pro rata share of the costs associated with the System and the terms and conditions pursuant to which the Assessment will be collected. At the County's

request, FPUA shall obtain a written consent, in a form approved by the County Attorney, from the owners of such property which acknowledges that the property will be assessed and included on the assessment roll for the Mura MSBU. Proceeds of the Assessment imposed against such property shall be used to pay debt service on bonds issued by the County to finance construction and acquisition of the System.

9. **SYSTEM RELOCATION.** If within five (5) years after installation of the pipes, mains and appurtenances comprising the System, the County shall require FPUA to relocate any portion thereof, then the County shall be responsible for the costs and expenses, and for obtaining any easements, associated with such relocation so long as the system was installed per County Right-of-Way permit conditions.

10. **NOTICE.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:

St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Public Works
Director
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to FPUA:

Director of Utilities
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, Florida 34948

With a copy to:

FPUA Attorney
P.O. Box 3191
Fort Pierce, Florida 34948

If to the City:

With a copy to:

City Manager
City of Fort Pierce
100 North U.S. One
Fort Pierce, Florida 34950

Fort Pierce City Attorney
P.O. Box 3779
Fort Pierce, Florida 33448

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

12. **FILING.** This Agreement and any subsequent amendments thereto shall be filed with the Clerk of Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

DEPUTY CLERK

BY: _____
CHAIRPERSON

APPROVED AS TO FORM AND
CORRECTNESS:

County Attorney

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairperson

APPROVED AS TO FORM AND

CORRECTNESS:

Attorney for FPUA

ATTEST:

City Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

City Attorney