

# CITY OF FORT PIERCE

## CONFERENCE AGENDA

Conference Agenda Meeting - Monday, June 13, 2016 - 8:30 a.m.  
City Hall - Commission Chamber, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **New Business**
  - A. Strategic Plan Updates
  - B. Customer Service Plan Update
  - C. Community Outreach Plan
  - D. City Clerk Evaluation
  - E. City Manager Evaluation
5. **Adjournment**

**City Commission Conference Agenda**

**Agenda Item # 4. A.**

**Meeting Date:** 06/13/2016

**Re:** Strategic Plan Updates

**Submitted For:** Nick Mimms, City Manager, City Manager

---

**SUBJECT:**

Strategic Plan Updates

---

**Attachments**

Policy Calendar 2015-2016

---

**Form Review**

Form Started By: Jennifer Robinson  
Final Approval Date: 06/10/2016

Started On: 06/10/2016 10:48 AM



THE SUNRISE CITY

**FORT PIERCE**  
*Florida*

**Policy  
Calendar  
2015 - 2016**

---

July 2015

1. City Commission Decision: Avenue “D” – Interlocal Agreement on Hurston Trail - *Complete*

---

August 2015

1. City Commission Decision: Stormwater Management – Project Priority and Funding - *Complete*

---

September 2015

1. City Commission Decision: City Employee Compensation 3% Increase - *Complete*
2. City Commission Decision: Capital Outlay Plan and Direction for FY2016 - *Complete*

---

October 2015

1. City Commission Decision: Fort Pierce Yacht Club Lease (if any) - *Complete*

---

December 2015

1. City Commission Decision: Port Development Interlocal Agreement Adoption - *Complete*

---

**February 2016**

1. City Commission Presentation: Orange Avenue Corridor FY2015 CDBG Activities – Grants for Small Businesses – *Complete*
2. City Commission Decision: Land Disposition – Old Post Office - Contract with Real Estate Firm – *Complete*  
The City has entered into a contract with Coldwell Banker Paradise for the disposition of properties declared surplus for sale or lease.

---

**March 2016**

1. City Commission Presentation/Direction: Multi Family/Commercial Recycling Program – *Complete*  
Currently rolling out multi-family recycling.
2. City Commission Decision: Police Compensation 4% Increase – *Complete*  
Reached an agreement with IUPA for 8% increase. Funding has been identified. The negotiation team has a tentative contract with PBA.
3. City Commission Presentation: Gangs Action Plan Report and Community Policing Action Plan Report – *Complete*  
Chief completed presentation to City Commission.

---

**April 2016**

1. City Commission Decision: Avenue “D” King’s Inn Demolition – *On Hold*  
Placed on hold at this time. Awaiting the outcome of the marketing and sale potential.

---

**June 2016**

1. City Commission Decision: Code Enforcement – City Citation, Special Magistrate, Fine Level – *Complete*  
Approved by the City Commission on 6/6/16.
2. City Commission Decision: Beach Parking – Authorization of Negotiations for South Hutchinson Island Parking/Redevelopment – *In Progress*  
City Manager is completing negotiations for a lease on the Island west of the Square Grouper development. Schematics prepared by the Engineering Dept. depict a temporary parking area for 100 – 160 vehicles. The City Manager has met with some of the business owners, and they are willing to be a part of the parking solution.  
DUE DATE: 6/6/16
3. City Commission Decision: Code Enforcement – \$1 on Utility Bill – *In Progress*  
Scheduled to go before the City Commission at a June meeting. The ordinance and

resolution have been drafted and need to be reviewed by the City Attorney.

DUE DATE: 6/20/16

### July 2016

1. City Commission Presentation: Annexation Direction and Maps – *In Progress*  
The Planning Director is continuing the discussions with the County about annexation through an interlocal service boundary agreement. There are boundary issues. The best process to work through the annexations is either a legislative process or an ISBA with the County. Transitional strategies need to be identified.  
DUE DATE: For discussion at July 7, 2016 Budget Workshop
2. City Commission Decision: Economic Development Policy, Plan and Tool Kit for Targeted Areas – *In Progress*  
The City Clerk will schedule a presentation at a Conference Agenda meeting on the collaboration efforts with St. Lucie County, Port St. Lucie and the Economic Development Council. The Economic Development Team will also provide an update at the July Conference Agenda meeting.  
DUE DATE: 7/11/16
3. City Commission Decision: Rental Property Registration and Inspection Ordinance – *In Progress*  
With the input and assistance of a workgroup that consists of City & FPUA staff, the Building Official is reaching out to community associations to get their feedback regarding a proposed ordinance. A comprehensive plan will be presented to the City Commission that will include the various concerns of each group, how it benefits the City, how it benefits the land owners, and how it benefits the residents.  
DUE DATE: 7/18/16
4. City Commission Decision: Avenue “D” – Design of 1<sup>st</sup> Mural – *In Progress*  
The first location is 464 North 9th Street.  
DUE DATE: 7/18/16

### August 2016

1. City Commission Decision: Proactive Legal Nuisance Abatement – Direction – *In Progress*  
The City Manager will coordinate with the new City Attorney to move this forward.  
DUE DATE: 8/1/16
2. City Commission Decision: Downtown Restrooms, Direction, Funding – *In Progress*  
One restroom will be constructed at the new public space in the Melody Lane Fishing Pier with a projected completion date of October/November. The other restroom will be constructed behind the library and will be completed in about 12 months. The projected cost will be approximately \$200,000. Staff is now working with the Purchasing Department to create the bid documents for this project

DUE DATE: 8/1/16.

3. City Commission Decision: Streamlining Permit Regulations – Policy Changes – *In Progress*  
Shay Johnson, Marc Meyers, Paul Thomas, and Anna Ward recently visited the City of Wellington with similar demographics to Fort Pierce that has implemented the programs being considered by the Building Department to streamline the permit process.

DUE DATE: 8/1/16

4. City Commission Decision: Sign Ordinance Revision – *In Progress*

DUE DATE: 8/15/16

5. City Commission Decision: Financial Policies – *In Progress*

DUE DATE: 8/30/16

**City Commission Conference Agenda**

**Agenda Item # 4. B.**

**Meeting Date:** 06/13/2016

**Re:** Customer Service Plan Update

**Submitted For:** Nick Mimms, City Manager, City Manager

---

**SUBJECT:**

Customer Service Plan Update

---

**Attachments**

Customer Service Plan

---

**Form Review**

Form Started By: Jennifer Robinson  
Final Approval Date: 06/10/2016

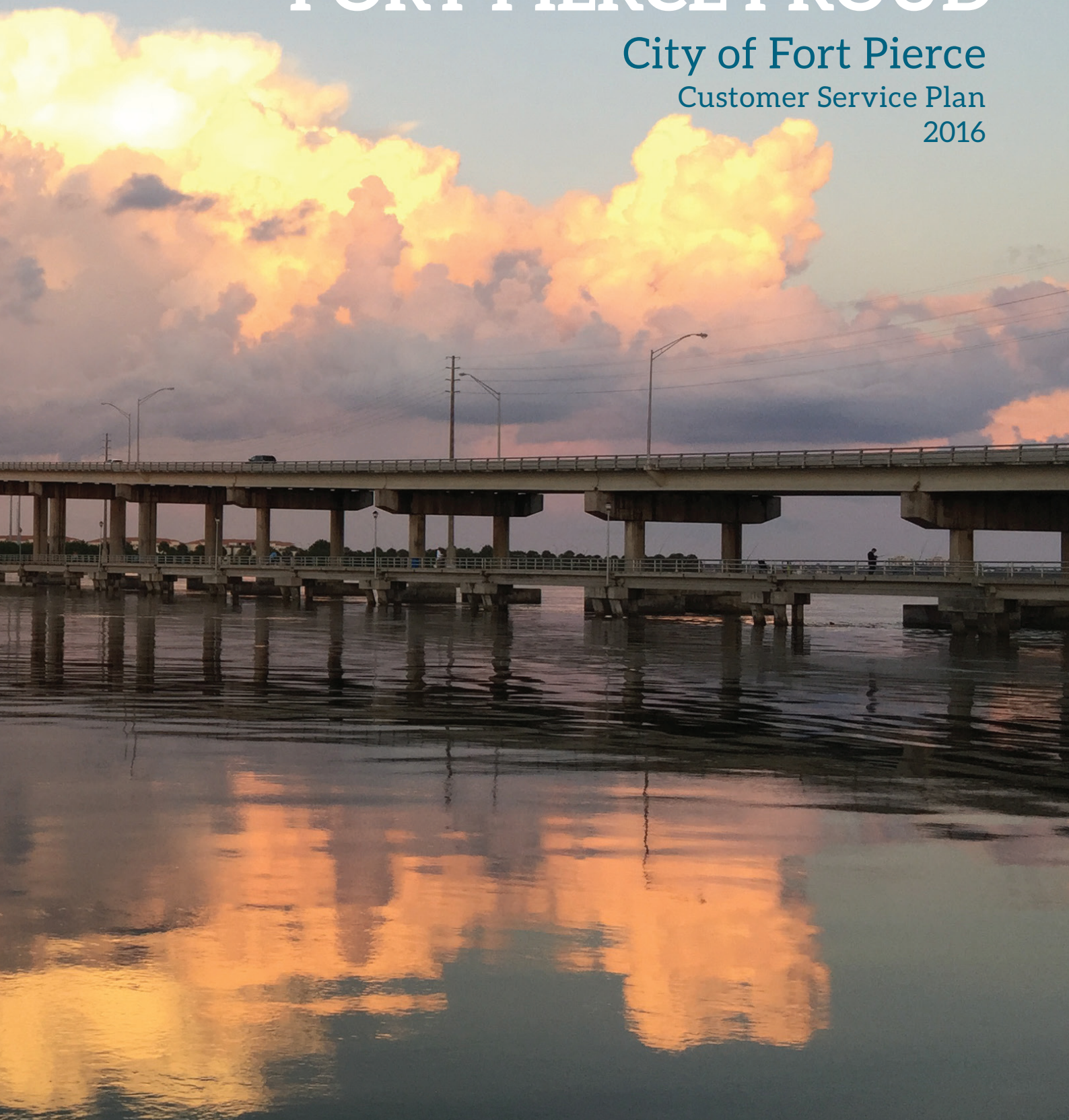
Started On: 06/10/2016 10:51 AM

# FORT PIERCE PROUD

City of Fort Pierce

Customer Service Plan

2016





# Content

- 01 OVERVIEW
- 02 CITYWIDE POLICIES
- 04 BUILDING DEPARTMENT
- 05 CITY CLERK'S OFFICE
- 06 CODE AND ANIMAL CONTROL
- 07 ENGINEERING
- 08 FINANCE
- 09 FORT PIERCE CITY MARINA
- 10 HUMAN RESOURCES
- 11 INDIAN HILLS GOLF COURSE
- 12 INFORMATION TECHNOLOGY
- 13 PLANNING
- 14 POLICE DEPARTMENT
- 15 PUBLIC WORKS
- 16 PURCHASING
- 17 SUNRISE THEATRE

# Dedicated to providing exceptional service

The City of Fort Pierce is committed to providing quality services to enhance the quality of life for those who live, work, visit and play in our community. This Customer Service Plan is intended to be a guide for creating higher levels of customer satisfaction.

This Customer Service Plan is organized by department tasks, while fitting under the ultimate goal of customer service. The Plan is in its first year of inception, and City staff has worked together to make it viable. The plan lists objectives for 2016, with the understanding that many of these tasks may be ongoing and carry forward into future years. These items are monitored by the City Manager and department heads via the Task Tracker module.





## CITYWIDE CUSTOMER SERVICE

Mission Statement: "To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

## FIND A WAY TO SAY "YES"

The City of Fort Pierce is experiencing a change of culture. This approach includes finding creative ways to say "yes" by using positive language. Often times City employees are asked questions that may appear to require an unfavorable response. In an effort to say "yes," we are empowering employees to create alternatives which will fulfill their need while remaining within our required guidelines.

## KNOWLEDGE OF ALL DEPARTMENTS

In order to better assist our customers, every employee should have a basic knowledge of the services provided by all City departments. We will achieve this by strengthening our new hire orientation. This training will be modeled after the Citizens Academy, offering employees the opportunity to gain knowledge of other department functions and promote open lines of communication.

## DEDICATED PHONE LINES

The City Manager's Office is coordinating with Information Technology to ensure that each department has a phone line dedicated to anyone in need of assistance. In doing so, this line will be answered by a staff member during all regular business hours.

## DIRECTIONAL SIGNS

Guests should feel welcome and comfortable when they enter City Hall. In order to alleviate confusion, we are improving the informational and directional signs located throughout City Hall so our guests may find their way easily. We are focused on creating a more seamless experience for all of our customers.



## "SMILE"

The following technique will be instilled in all City employees while encountering guests:

**S**ay Hello

**M**ake Eye Contact

**I**dentify Yourself

**L**isten Attentively

**E**xpress Thanks

## 48-HOUR RESPONSE TIME

City staff must follow up with citizens to acknowledge receipt of complaint/suggestion within 48 hours and provide status updates until the issue is ultimately resolved.

# Building Department

The main objectives of the Building Department are to protect the safety, health, and general welfare of the public through structural strength, stability, sanitation, adequate light and ventilation. We also strive to protect the safety to life and property from fire and other hazards attributed to the building environment including alteration, repair, removal, demolition, use and occupancy of buildings, structures, or premises.



## NEXT DAY PERMIT .....

One day/next day permit plan has been implement with Planning Dept.

IMPLEMENTATION DATE:                      **APRIL 2016 COMPLETE**



## MANDATORY VIDEO .....

Every Building Department employee must watch mandatory "Dealing with Difficult People" training video.

IMPLEMENTATION DATE:                      **ONGOING**



## ONLINE SERVICES .....

Visited the village of Wellington's Building Department to observe submittal software process.

IMPLEMENTATION DATE:                      **COMPLETE**



## VOICEMAILS .....

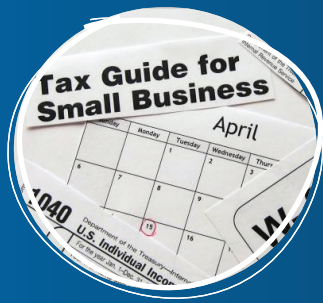
Each employee must respond to voicemails daily.

IMPLEMENTATION DATE:                      **ONGOING**

# City Clerk's Office



The mission of the City Clerk's Office is to provide excellence in customer service. We serve as the repository of the official records of the City of Fort Pierce and as such, provide proper and adequate access to those records by the public. Our goal is to promote a business friendly atmosphere whereby businesses can expect timely processing of applications for business tax receipts and contractor licensing as well as any general inquiries.



## BUSINESS TAX RECEIPTS .....

Allow Business Tax Receipts and Contractor Licensing to be done online – either through Click-to-Gov interface or using a PayPal portal.

IMPLEMENTATION DATE: JANUARY 2017



## ONLINE SEARCH .....

Implement an online, public search option for minutes, resolutions and ordinances.

IMPLEMENTATION DATE: SEPTEMBER 2016



## AGENDA QUICK .....

Require all departments to utilize Agenda Quick to ensure the public has access to and knowledge of all City Boards and Committees agendas and minutes.

IMPLEMENTATION DATE: COMPLETE

# Code & Animal Control

The Code Enforcement Division enforces the City Codes adopted by the City Commission that establish minimum standards for health, safety and general welfare as well as regulates conditions of existing buildings, odors and pollution in order to prevent the creation of substandard dwellings, slums and blight.

The Code Enforcement Division works closely with the Fort Pierce Police Department, Building Department, Engineering Department, Historic Preservation Department and Planning and Zoning Department. Through mutual interdepart-

mental cooperation, enforcement of the city code is done without prejudice, provides community preservation and helps maintain a clean and safe city.

The Animal Control Division enforces Chapter 4 of the City's Code of Ordinances as well as the laws of the State of Florida regarding animal care and control.

The Animal Control Division's mission is to educate the public about responsible pet ownership and provide programs to decrease the number of unwanted pets in the community.



## ACCEPT PAYMENTS WITHIN DEPARTMENT .....

Accept payments at Code Enforcement desk so that guests do not need to be sent to other departments to make their payment and then return with the receipt to process their request.

IMPLEMENTATION DATE:

COMPLETE



## UPDATED SOFTWARE.....

Update Animal Control software to OneSolution.

IMPLEMENTATION DATE:

IN PROGRESS



## ONLINE SERVICE REQUESTS .....

Increase use of our on-line complaint form.

IMPLEMENTATION DATE:

IN PROGRESS

# Engineering

The Department of Engineering, under the direction of the City Engineer, is responsible for the following: CADD, Contract administration, Contract documentation, Design, Drafting, City road inspection, Drainage improvements, Planning, Special projects, Stormwater utility functions, Surveying, Traffic control



## TRANSLATION SERVICES .....

Provide translation services to our Spanish speaking residents. – Although there are many other spoken languages by residents of Fort Pierce, Spanish is the most common foreign language used. It is the department’s goal to provide a bilingual person to our staff to be able to assist residents unable to communicate in English.

IMPLEMENTATION DATE: COMPLETE



## INFORMATIONAL BROCHURES .....

Provide informational brochures to residents affected by street projects. We will be providing “Project Information Brochures” to each property within the project limits detailing the proposed construction improvements, schedule and providing

IMPLEMENTATION DATE: AUGUST 2016



## 24-HOUR RESPONSE TIME .....

Provide prompt responses to emails or telephone calls. - We are implementing a 24-hour response time to communication received by the Engineering Department.

IMPLEMENTATION DATE: COMPLETE

# Finance

The Finance Department safeguards the fiscal integrity of the City, reports accurate and timely financial information to the City Commission, the City Manager and the public, and provides financial management and record-keeping support to all the City departments to enable them to carry out their duties efficiently.



## TRANSPARENCY PORTAL .....

Create a financial transparency portal on the website that will provide all budgeted and actual revenue and expenditures for all funds. Citizens will be able to search for this information; streamlining or eliminating the need for staff to provide it.

IMPLEMENTATION DATE: COMPLETE



## 3-DAY TURNAROUND .....

Implement a 3-day turnaround on lien searches and payoff information, not requiring legal opinions or additional financial workups.

IMPLEMENTATION DATE: COMPLETE



## ONLINE PAYMENTS .....

Online payments for invoices.

IMPLEMENTATION DATE: IN PROGRESS



# Fort Pierce City Marina

The Fort Pierce City Marina, owned and operated by the City of Fort Pierce, is a world class marina with 137 slips. Our marina is a quiet, clean, friendly gateway to the Bahamas.



Monitor the various boater websites that provide public comment about the City Marina – Discuss the comments with staff and provide feedback to public.

IMPLEMENTATION DATE:  
ONGOING



Continue to meet with staff members to go over internal operations, so every staff member provides same information to customers.

IMPLEMENTATION DATE:  
ONGOING



Revive the bimonthly newsletter “Marina Happenings” to communicate with customers.

IMPLEMENTATION DATE:  
JUNE 2016

# Human Resources

The Human Resources Department is responsible for managing HR operations, executing city-wide departmental policies and procedures, and planning long-term and short-term programs. Our primary goals are to improve the skills of our workforce through training initiatives and educational workshops and to maintain an effective flow of information to the workforce and the citizens of Fort Pierce.



## NEW APPLICATION .....

Implement Sungard Application Tracking and Employee Self-Serve Sungard Applicant Tracking System – An automated application system, will remove the need for paper applications / applicants to apply via paper. Employee Self Service – Program that allows employees to view checks, deductions etc. online

IMPLEMENTATION DATE: COMPLETE



## TRAINING PROGRAM .....

Develop Mandatory Compliance training and management training program with an internal reinforcement plan.

IMPLEMENTATION DATE: IN PROGRESS

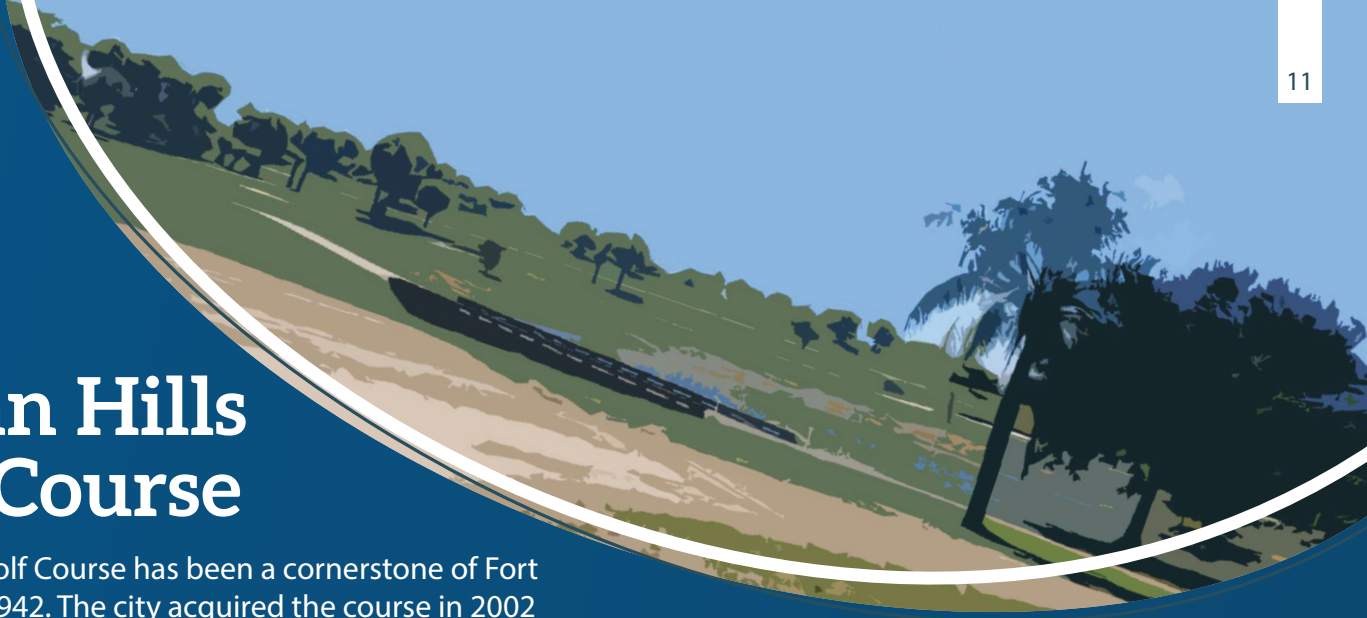


## HR AUDIT .....

Audit of our Human Resources system. – will identify strengths and weaknesses.

IMPLEMENTATION DATE: IN PROGRESS





# Indian Hills Golf Course

Indian Hills Golf Course has been a cornerstone of Fort Pierce since 1942. The city acquired the course in 2002 and has been continually striving to improve both customer service and facilities conditions. In that spirit, the city retained Architect Ward Northrup to design an entirely new 18 hole layout on the existing grounds.



## CART ATTENDANTS .....

The cart attendant is the first one you see. We have taken steps to make sure each customer is greeted with a courteous smile, that the carts are always clean, and that they are directed to the golf shop.

IMPLEMENTATION DATE: COMPLETE



## SHOP CLERKS .....

We have worked diligently with all of the shop clerks so they are trained to be efficient, can answer questions intelligently, answer telephone calls promptly, and have directed them to thank our guests for coming and to enjoy their round.

IMPLEMENTATION DATE: COMPLETE



## CLEAN ATMOSPHERE .....

Customer service can also be a perception. During the last two weeks we have trimmed the palm trees around the shop, mulched the bushes around the shop, and have painted the outside of the building so it has a clean look.

IMPLEMENTATION DATE: COMPLETE

# Information Technology

The Information Technology (IT) Department is an internal service department that is responsible for providing technical and informational support to all city departments. MIS is responsible for providing enterprise-wide communication, information management and other technological services that support the City's core business operations and delivery of services to the residents of Fort Pierce. The department supports voice and data needs for over 250 users at 7 locations and maintains more than 20 servers.



## APPLICATIONS .....

Continue to implement, enhance, and provide technological applications and services via the Internet that provide ease of public access to information and online payment methods for local government services as requested from the public.

IMPLEMENTATION DATE:                      ONGOING



## SPICE WORKS .....

Install Spice Works network monitoring package to become a one-stop IT shop. This new ticket system will provide transparency and accountability for all Information Technology purchases and help desk tickets.

IMPLEMENTATION DATE:                      APRIL 2016



## BETTER USE OF FPTV .....

Tightrope is currently being installed which will provide several areas of improvement to our local access channel including:

- Programming schedule will be visible for viewers on the TV guide
- Social media channels will be integrated so that our messaging is consistent throughout all marketing mediums.
- Tightrope solutions accommodate more programming, enhance content management and provide reliable automation for our multi-faceted channel workflow.

IMPLEMENTATION DATE:                      COMPLETE

# Planning

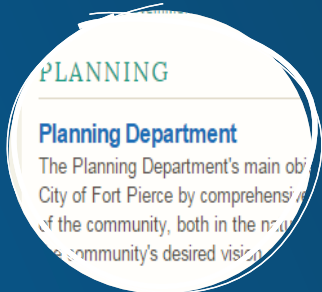
The Planning Department's main objective is to protect, improve and promote the quality of the City of Fort Pierce by comprehensive planning, which responds to the changing needs and values of the community, both in the natural and built environments, and creates opportunities to realize the community's desired vision of the future.



## REVIEW EXPECTATIONS .....

Reviewing with the Planning team at our weekly department meeting the expectation that each customer will be met with exceptional customer service, treated well and information professionally conveyed. This includes being a "city hall ambassador" and greeting people in the lobby or customers/citizens headed to different departments.

IMPLEMENTATION DATE: COMPLETED & ONGOING



## WEBSITE UPDATES .....

Continue to update the website with applications and information that make information easier to obtain.

IMPLEMENTATION DATE: COMPLETED & ONGOING



## COOPERATION .....

Interdepartment cooperation –to improve communications internally especially with key departments like Code Enforcement and Engineering, the Planning Department will be utilizing a feature in Naviline that lets other departments know that a project/development is in plan review or recently approved.

IMPLEMENTATION DATE: COMPLETED & ONGOING



# POLICE DEPARTMENT

Here at the Fort Pierce Police Department through teamwork and community involvement, we strive to make our businesses and neighborhoods a safer, happier place to live, work, and play. We invite you to take a few moments to visit each of our bureaus and divisions to see why we are so proud of our Police Department and the dedicated men and women who have worked so hard to accomplish a true community oriented policing attitude.



Community Oriented Policing

IMPLEMENTATION DATE

COMPLETED & ONGOING

Front Porch Roll Calls

IMPLEMENTATION DATE

COMPLETED & ONGOING

Extended the hours of operation for both the main station and the substation

IMPLEMENTATION DATE

COMPLETED & ONGOING

Implemented a new program called "Courage for Life"

IMPLEMENTATION DATE

COMPLETED & ONGOING

Park and Walk program

IMPLEMENTATION DATE

COMPLETED & ONGOING

First Step program

IMPLEMENTATION DATE

COMPLETED & ONGOING



# PUBLIC WORKS

Public Works Department provides management and guidance for one of the largest Departments in the City of Fort Pierce, which consist of 7 divisions that provide many of the vital services residents and business owners rely on every day.

Enhanced communication- return all phone calls within, no more than, twenty four (24) hours during a normal work week and provide follow up phone calls when requests for service tasks have been completed.

IMPLEMENTATION DATE                      COMPLETE

Thank you cards - When a concerned citizen phones in a verifiable request for service, administrative staff will mail a Public Works Department post card.

IMPLEMENTATION DATE                      COMPLETE & ONGOING

Contact cards - Staff in the field will be given contact cards to store in their vehicles that will provide citizens with pertinent Public Works Department contact numbers and website as well as the main switchboard number at City Hall.

IMPLEMENTATION DATE                      COMPLETE & ONGOING

Informational signs- Signs will be placed in all of our park pavilions and rental facilities with contact information. In addition to phone numbers and website link, the signs will have a QR code.

IMPLEMENTATION DATE                      COMPLETE



# PURCHASING

The Purchasing Department is responsible for the procurement of supplies, services and construction in accordance with procedures as outlined in the city code, as well as the management and disposal of supplies which are obsolete.

Encourage and maintain an environment in which every Citizen in the City of Fort Pierce are and always will be essential.

IMPLEMENTATION DATE: ONGOING

Continue to be transparent with all Citizens.

IMPLEMENTATION DATE: ONGOING

Explore online mechanisms in order to make our web-site more user friendly including bid awards and bid results.

IMPLEMENTATION DATE: JUNE 2016



# SUNRISE THEATRE

The Sunrise Theatre for the Performing Arts is wholly owned by the City of Fort Pierce. The historic, beautifully restored and intimate 1,200 seat Sunrise Theatre Mainstage and accompanying 210 seat Black Box Theatre is located in the heart of historic downtown Fort Pierce, within sight of the picturesque waters of the Indian River.



## TEMPLATE RESPONSE .....

Incorporate a departmental "template" for employees in responding to patrons, constituents, the general public, etc.

IMPLEMENTATION DATE

COMPLETE & ONGOING



## COMMUNITY OUTREACH VENUE .....

Utilize Sunrise Theatre as a venue for various community outreach events

IMPLEMENTATION DATE

ONGOING





**City Commission Conference Agenda**

**Agenda Item # 4. C.**

**Meeting Date:** 06/13/2016

**Re:** Community Outreach Plan

**Submitted For:** Nick Mimms, City Manager, City Manager

---

**SUBJECT:**

Community Outreach Plan

---

**Attachments**

Community Outreach Projects

---

**Form Review**

Form Started By: Jennifer Robinson  
Final Approval Date: 06/10/2016

Started On: 06/10/2016 12:22 PM

# Community Outreach

I  Fort  
Pierce



# Connecting with the Community

Building Department



## Grease Trap Class

The Building Department will host a “Grease Trap Class” to educate Plumbers and Restaurant owners on grease traps.



## What's in your bag?

Staff participated in the Mustard See Ministries food drive



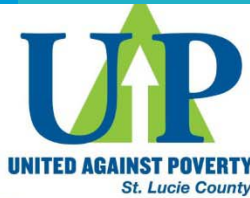
## Homeless Veterans

Staff participated in event to benefit Homeless Veterans on April 16<sup>th</sup>.

# “Adopt an Aisle”

City Clerk’s Office

The City Clerk’s  
Office is  
"Adopting an  
Aisle"  
at the United  
Against Poverty  
grocery store at  
Orange Ave. and  
25th St.



This aisle has been adopted by:



# Toothbrush Drive

Code Enforcement/Animal Control



**Code Enforcement and Animal Control Department for donated 80 pediatric toothbrushes/toothpaste kits to the Soroptimist Pediatric Toothbrush Drive to benefit the HANDS Clinic.**

# Indian Hills Stormwater Education Program



## Engineering



The Engineering Department will tell the “Stormwater Story” by installing educational kiosks which will explain the treatment methodologies and rate of removal of each Best Management Practice (BMP). These kiosks will be situated at different locations throughout the site.

One of the BMP’s, the floating vegetative islands, would be featured utilizing an interactive electronic kiosk presenting video of the planting and harvesting cycle.

*Estimated installation date: August 2016*

# United Way



TM

## Finance



The Finance Department will participate in the United Way Back to School Drive by sorting/stuffing backpacks on July 30, 2016.

# National Marina Day

## Fort Pierce City Marina

City Marina hosts annual National Marina Day event that is free and open to the public. This event gives residents and visitors the chance to experience boating and the Marina even if they do not own a boat.

Activities include: youth fishing rod giveaways, tours of the facility, education booths, farmers market, boat tours, paddleboard demonstrations and more!

# NATIONAL MARINA DAY

• Discover Florida's newest state-of-the-art marina •



Saturday • June 11, 2016  
9:00 AM - 12:00 PM

Fort Pierce City Marina  
1 Avenue A, Fort Pierce

For details on this family friendly event,  
visit: [cityoffortpierce.com](http://cityoffortpierce.com)  
or call 467.3034



# Front Porch Roll Calls

## Fort Pierce Police Department



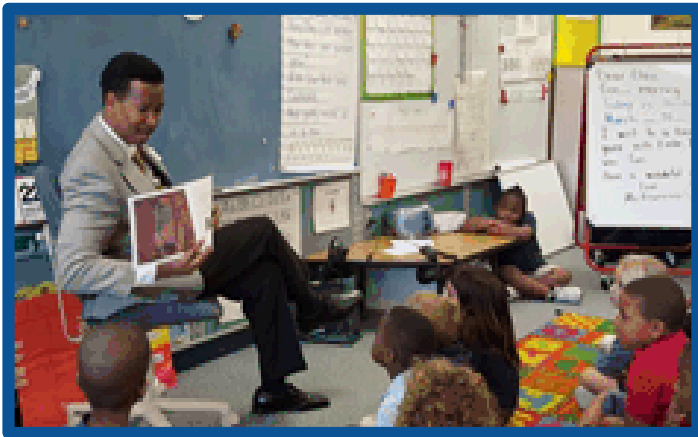
In an effort to allow the community an opportunity to meet and interact with our officers, Chief Hoble-Burney has implemented patrol shift briefings to be held throughout the community called the "Front Porch Roll Call Program." This program will bring one of the four shift roll calls to your front door or in your neighborhood. This will give you the opportunity to meet the officers assigned to your community.

# Reading is Fundamental

## Human Resources



The Human Resources Department reads to kindergarteners at F.K. Sweet **once per month.**



# Youth Golf Programs

## Indian Hills Golf Course

I ♥ Fort  
Pierce

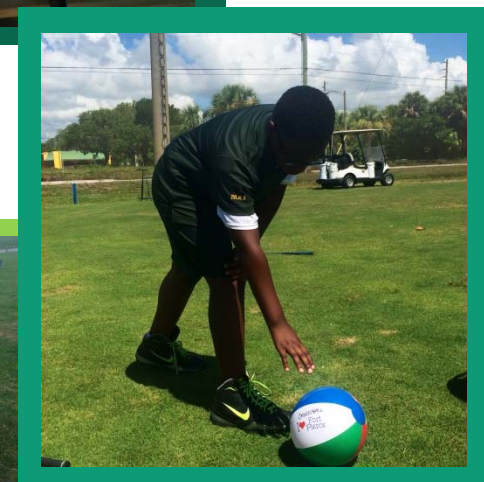
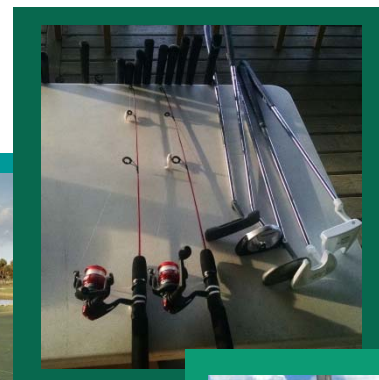
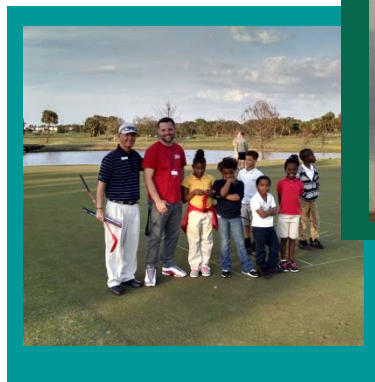
### School sponsorships

Indian Hills Golf Course sponsors the following high school golf teams: St. Andrew's Episcopal Academy, St. James Christian Academy and Fort Pierce Central High School.

### First Tee Program

The City of Fort Pierce, Indian Hills Golf Club and Treasure Coast First Tee Chapter recently began a new collaboration to offer First Tee programming at Indian Hills Golf Course. The sessions provide a golf course location for young people in Fort Pierce, including the Boys & Girls Clubs of St. Lucie County and the Police Athletic League to learn the Life Skills Experience of The First Tee.

The First Tee helps shape the lives of kids and teens from all walks of life by introducing them to values inherent in the game of golf. Values like integrity, respect and perseverance.



# Explore IT Careers

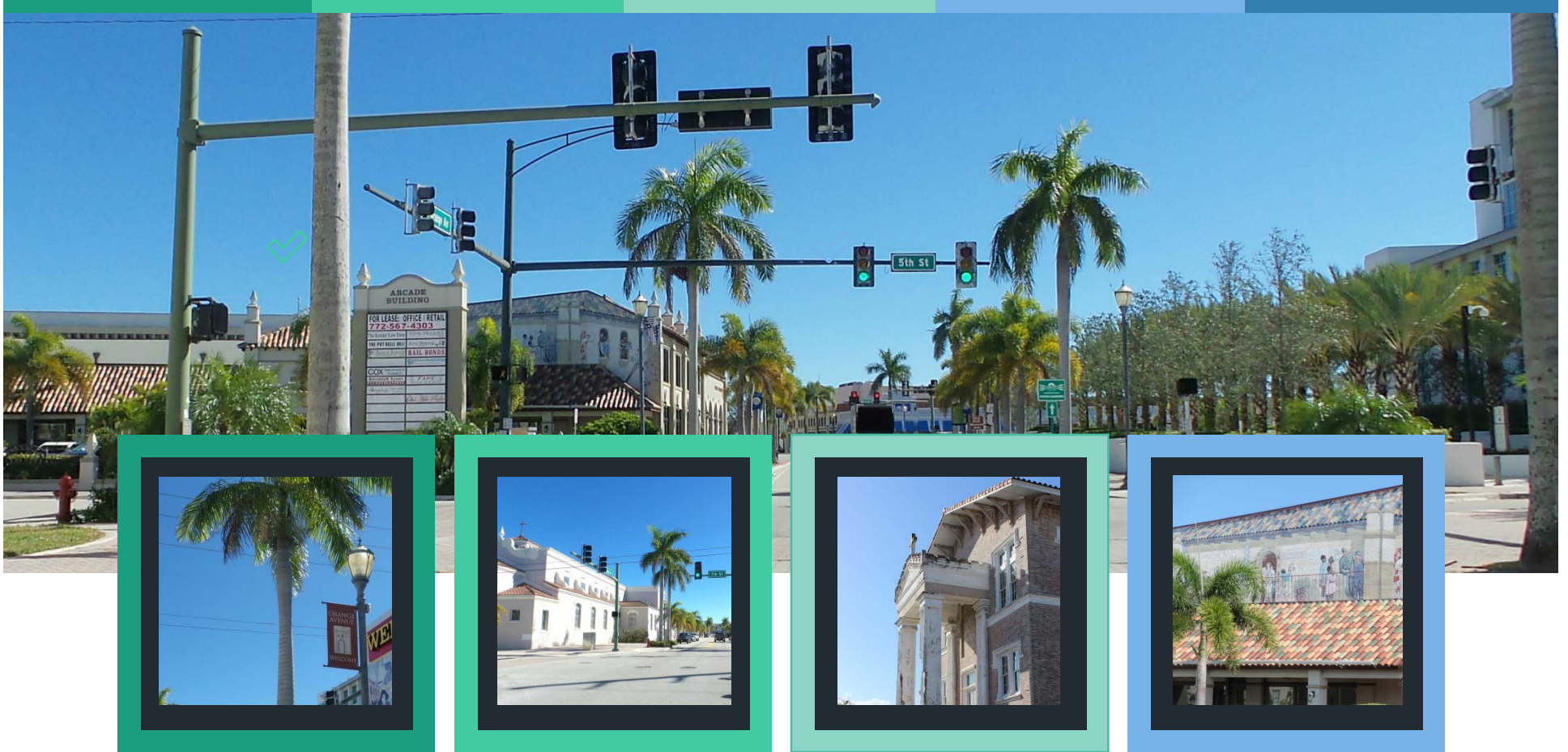
## Information Technology



**The IT Department will visit various schools in the area to explain the many careers in the Information Technology field.**



# Beautifying Orange Avenue Planning Department



The Planning Department's outreach project is to work with PW to beautify Orange Avenue Corridor by installing mulch and picking up litter.

# Fort Pierce Reclaim Project

Public Works



The Public Works Department will be participating in the Restoring the Village cleanup on June 17<sup>th</sup> and 18<sup>th</sup>.



Neighborhood  
**CLEAN-UP DAY**



Created by [abbtreasurecoast.com](http://abbtreasurecoast.com)

# Restoring the Village

## Purchasing



The Purchasing Department volunteered at the Great American Cleanup installing mulch and landscaping outside of the Lincoln Theatre. They will also be participating in the Restoring the Village neighborhood cleanup on June 18<sup>th</sup>.

SUNRISE THEATRE PRESENTS

Free Summertime Movies

LETTERS TO JULIET  
IN THEATRES 24 JUNE  
PG  
JUNE 5 • 3PM

A GOOD YEAR  
PG-13  
JUNE 12 • 3PM

DIVE LOVE UNDER TUSCAN SUN  
PG-13  
JULY 10 • 3PM

GOOD WILL HUNTING  
R  
JULY 24 • 3PM

LINCOLN  
PG-13  
AUG 7 • 3PM

HOPE SPRINGS  
PG-13  
AUG 21 • 3PM

SPONSORED BY  
Humana MetCare Senior-focused Primary Care

# Free Summertime MOVIES

This summer, classic movies will be back on the big screen at The Sunrise Theatre. And they are free!

Bring a friend, escape the summer heat, treat yourself to some goodies at the concession stand and have a great time!



**City Commission Conference Agenda**

**Agenda Item # 4. D.**

**Meeting Date:** 06/13/2016

**Re:** City Clerk Evaluation

**Submitted For:** Linda Cox, City Clerk, City Clerk

---

**SUBJECT:**

City Clerk Evaluation

---

**Attachments**

Memo

Certification

Employment Agreement

Position Description

---

**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

**Reviewed By**

**Date**

Started On: 05/02/2016 09:25 AM



# Interoffice Memorandum

## City Clerk's Office

---

TO: Mayor and Commissioners

FROM: Linda W. Cox, City Clerk *LWC*

SUBJECT: Performance Evaluation

DATE: May 9, 2016

I am now concluding my third year as City Clerk and my initial contract expires on September 30, 2016. Under the original contract, two specific conditions were imposed: 1) maintain permanent city residency within two years; and 2) obtain Certified Municipal Clerk (CMC) certification within thirty-six months. Please be advised that my family purchased a home and established residency in November, 2013. Additionally, on March 24, 2016, I was awarded my Certified Municipal Clerk (CMC) certification by the International Institute of Municipal Clerks. Copy attached. Accordingly, the time sensitive terms of my contract have been satisfied.

The duties of the City Clerk are enumerated within the City Charter and include the following:

- To attend all meetings of the commission, in person or by deputy clerk, and keep permanent minutes of its proceedings, which shall be approved and engrossed in a well-bound book and signed by the mayor and attested by the clerk or deputy clerk at the next regular meeting.
- To be the custodian of the city seal, all ordinances and resolutions and all records and papers of a general or permanent character pertaining to the affairs of the city.
- To preserve, file and index all contracts to which the city is a party, which file and record shall be open to the inspection of all interested persons at all reasonable times.
- To perform such other duties as may be prescribed by this charter or required of him by the commission.
- To collect all occupational and dog license fees.

I began my position as City Clerk on October 1, 2013. Since that time many changes and successes have occurred. In an effort to highlight many of the changes, I have prepared a summary which describes how things were in 2013 and their status now.

Then	Now
All agenda item submissions required one original and 9 copies of all supporting documentation which had to be routed, hand collated, distributed and maintained. This system was extremely labor intensive and expensive.	All agenda item submissions are routed and maintained using our web-based Agenda Quick software requiring no hard copies. The new system is efficient, saves money and can even be done from an iPad or phone.
Agenda packets were manually placed on the website and removed prior to the next meeting.	Agenda packets remain on-line, available and fully searchable in perpetuity.
Commissioners were required to physically pick up their meeting packets in advance of the meeting and go through massive amounts of paper.	Commissioners were issued iPads and can now access their agenda materials without having to pick up packets in City Hall.
Each department had their own way of creating, distributing and maintaining agendas for their boards and committees. Availability to the public was limited.	All departments now use the web-based agenda system allowing the public to have full access to the records of all boards and committees in a central location.
Permanent city records in Opti-View were available only within the City Clerk's Office.	Permanent city records are now available to all employees electronically.
Only Ordinances, Resolutions and Minutes were scanned into our electronic filing system.	Our electronic filing system has been expanded to include Leases, Easements, Contracts, inter-local agreements, BTR applications and backup materials, Vendor Permits.
Names and terms of members serving on Committees was not available to staff and public.	All Board and Committee members along with terms are now available online.
Staff included City Clerk, Deputy City Clerk, 2 License Permit Clerks and 1 Executive Assistant for a total of five (5).	Staff now includes City Clerk and 3 Deputy City Clerks. All Deputy City Clerks are cross-trained to perform all functions thus increasing our efficiency.
BTR applications were paid and routed before all necessary approvals were granted, sometimes creating lengthy time periods between application and issuance.	Customers only pay for their BTR once all required approvals are received allowing for the over-the-counter issuance of a BTR.
BTR licensing required by state was not maintained nor collected at renewal. Licenses were not listed in the system.	All applicable state licenses are required to be current before a BTR is renewed. All licenses are listed in our system.
BTR applications were printed on 3-part forms which were expensive prevented necessary edits.	BTR applications are now printed on plain paper and made available on-line.
Business Tax Receipts required a special printer and 3-part forms which are expensive.	BTR's are now issued on plain paper in a larger, easier to read format which is a cost savings.
Email addresses of business owners were not collected.	We now collect email addresses for all new and existing businesses.
City Clerk's office accepted payment in the form of cash or check only and was required to be receipted in person.	We now have the ability to accept credit and debit cards in addition to cash and checks.
City Clerk's office closed from noon until 1:00 each day and stopped accepting money at 4:30 pm essentially	City Clerk's office is open from 8:00 until 5:00 accepting money and assisting customers until all those in the office are served.
Inconsistent handling of calendars and mail for Mayor and City Commission.	All invitations are placed on all calendars; mail is also copied and maintained for public record purposes.
Each person answered their own phone extension and no other making customers unable to receive prompt responses, particularly if an employee was on vacation.	All phone extensions are answered by all staff members to insure prompt response to customer requests.
Public Record requests were not logged nor deemed a priority. Response time data is unavailable.	The average response time for public record request is 2 days, but out of 190 requests 120 of them were completed in the same day and 28 were completed within 1 day.

I believe we have made great strides in the City Clerk's Office with a focus on transparency, efficiency, accessibility and customer service. Our office continues to evaluate our performance and look for ways in which we can improve efficiency and meet the goals and objectives established by the City Commission.

Future goals for the City Clerk's office include:

- Expansion of "Click to Gov" for online renewal, application, verification and payment of business tax receipts.
- All ordinances, resolutions and minutes searchable on-line through public portal dating back to 1901.
- On-line, searchable public access to active business tax receipts and contractor licensing.
- All Deputy City Clerks to obtain their CMC.

I look forward to your comments, feedback and suggestions.



Hereby Confers The Title of

# Certified Municipal Clerk

upon

***Linda W. Cox, CMC***

who has completed the requirements prescribed by the  
International Institute of Municipal Clerks for Certification.

(You must remain an active member for IIMC to recognize your CMC)

Certified This 24 Day Of March A.D. 2016

IIMC President

IIMC Director of Education

# CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

---

## MEMORANDUM

**TO:** Fort Pierce Mayor & Commissioners  
**FROM:** Robert V. Schwerer, Esq., City Attorney  
**SUBJECT:** City Clerk Employment Agreement  
**DATE:** August 28, 2013

---

Attached is the final draft of the City Clerk Employment Agreement which is being submitted to you for your consideration. The salient provisions of the agreement are:

1. Initial term of three (3) years commencing October 1, with a requirement the City Clerk obtain her Certified Municipal Clerk (CMC) certification within this time period.
2. Annual base salary of seventy five (\$75,000) thousand dollars.
3. Performance evaluation at six (6) months (calendar month of April) and annually thereafter.
4. Standard benefits including car allowance of \$350.00 per month, health and major medical insurance, and retirement benefits applicable to new hires.
5. Termination at will.
6. Severance pay equivalent to four (4) consecutive weeks.
7. Residency requirement within two (2) years.

The contract provisions have been negotiated and discussed with Mrs. Cox and she is agreeable to the terms set out in the agreement.

s/ *Robert V. Schwerer*

Robert V. Schwerer, Esq.  
City Attorney

Enclosure  
RVS/cf

cc: Robert J. Bradshaw, City Manager  
Anne Satterlee, Interim City Clerk

**CITY OF FORT PIERCE, FLORIDA**

**LINDA W. COX  
CITY CLERK**

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** made and entered into this 4<sup>th</sup> day of September 2013, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to “**CITY**” and **LINDA W. COX**, hereafter referred to as “**COX**”.

**WHEREAS**, **CITY** desires to secure the services of **COX** as City Clerk for an initial period of three (3) years from the Effective Date of this agreement and **COX** desires to accept such position; and

**WHEREAS**, **CITY** and **COX** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **COX** has agreed.

**NOW, THEREFORE**, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **COX** agree with each other as follows:

**1. Employment.**

**COX** will render full time professional services to **CITY** in the capacity of City Clerk of the **CITY** for the initial term of three (3) years, commencing October 1, 2013 (the “Effective Date”), through September 30 2016. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis. **COX** agrees to sever ties with her existing employer, and report for work, and the duties and employment of **COX** as City Clerk shall commence the Effective Date.

**COX** shall devote all of her time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **COX** will at all times faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City Clerk, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Nothing herein shall prohibit **COX** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from her performance of the terms of this Agreement. In the event **COX** makes formal application for full-time employment elsewhere while serving as City Clerk, she shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

**2. Compensation.**

In consideration for these services as City Clerk, **CITY** agrees to pay **COX** an annual base salary of **SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)** per annum, payable in bi-weekly installments.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **COX's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

**3. Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **COX's** performance as City Clerk. These performance evaluations shall occur during the calendar month of April of each year, and shall be in such form and content and procedure as the City Commission shall in its discretion

determine. These performance reviews shall consider **COX's** overall performance and efficiency in her duties and job description as City Clerk, and shall also be used to monitor **COX's** compliance with attaining her Certified Municipal Clerk (CMC) certification within the time period set forth hereafter.

It is a specific condition of this agreement that **COX** shall have obtained her Certified Municipal Clerk (CMC) certification no later than thirty-six (36) months from the Effective Date of this Agreement. In the event **COX** fails to obtain such CMC certification within the time period specified herein, or if at any time **COX** fails to diligently and continuously pursue such CMC certification process during the term of this Agreement, the City Commission may in its sole discretion terminate this Agreement upon thirty (30) days written notice to **COX** and without liability to **COX** for the payment of any severance pay that may be provided for in Paragraph 6 of this Agreement.

#### **4. Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **COX** with the following benefits:

(a) **COX** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) Lease or car allowance at \$350.00 per month, or such other rate agreed upon by the City Commission.

(c) Membership dues to professional associations and societies directly relating to her position as City Clerk, subject to the approval of the City Commission.

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(e) Retirement benefits as provided to City Employees, and specifically, such benefits applicable to new hires under current ordinances or rules and regulations or as subsequently amended.

**5. Termination.**

At all times during the term of this Agreement, **COX** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **COX** as City Clerk, **COX** shall have the right to declare that such amendments constitute termination; or

(c) If **COX** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

**6. Severance.**

Except as provided in this Agreement, severance will be paid to **COX** when employment is terminated as defined in Paragraph 5 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **COX** her then annual base salary for four (4) consecutive weeks thereafter, and the **CITY** shall also maintain **COX's** life insurance and major medical insurance coverage paid up and in effect during such period. **COX** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **COX** shall not be required to perform any duties for the City or

come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the four (4) weeks severance in the event **COX** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Clerk, or material breach by **COX** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

**7. Best Efforts of Employee.**

**COX** agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **COX** further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position, and specifically, to use her best and continuous efforts to obtain her City Clerk certification which shall be a mandatory term and condition of her employment under this Agreement. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

**8. Disability.**

If **COX** is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working

day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **COX** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

**9. Residency.**

Commencing two (2) years from the Effective Date of this Agreement, and at all times thereafter, **COX** shall, maintain permanent residency within the City of Fort Pierce during her term as City Clerk.

**10. Employee At-Will.**

**COX** is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

**11. Liability Claims.**

The **CITY** shall defend and save harmless **COX**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **COX**'s duties as City Clerk of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **COX**'s employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **COX**'s employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **COX** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

**12. Voluntary Resignation.**

In the event **COX** voluntarily resigns her position with the **CITY**, **COX** shall provide a

minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **COX** shall not be entitled to nor shall the **CITY** be liable to pay severance if **COX** resigns.

**13. General Provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

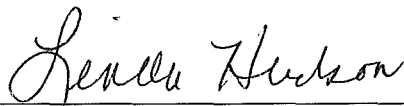
(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to

be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **COX**, her administrators, executors, legatees, heirs, and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

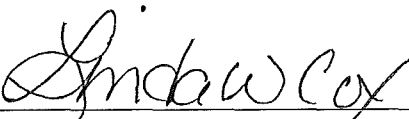
**CITY OF FORT PIERCE, FLORIDA**

By:   
Linda Hudson, Mayor

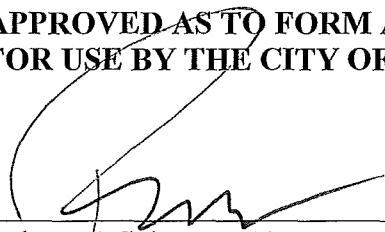
**ATTEST:**

  
Anne Satterlee, Interim City Clerk

**EMPLOYEE:**

By:   
Linda W. Cox

**APPROVED AS TO FORM AND CORRECTNESS  
FOR USE BY THE CITY OF FORT PIERCE:**

  
Robert V. Schwerer, Esq.  
City Attorney

CITY OF FORT PIERCE

JOB DESCRIPTION

**JOB TITLE:** CITY CLERK

**PAY RANGE:** 99

**CURRENT ANNUAL SALARY:** \$100,734.82

**DEPARTMENT:** CITY CLERK DEPARTMENT

**POSITION(S):** 1

**EXEMPT:** YES

**GENERAL DESCRIPTION**

Appointed by the City Commission pursuant to the City Charter. Responsible administrative position involving advanced, difficult, and technical work with no supervision.

**ESSENTIAL JOB FUNCTIONS:**

1. Attends all meetings of the City Commission, including regular meetings, special meetings, attorney-client sessions, and workshops. Supervises the recording and transcription of all meeting minutes. Completes administrative functions relating to documents approved at such meetings, verification of related dates, and forwards copies to numerous parties.
2. Attends all meeting of the Fort Pierce Redevelopment Agency. Supervises the recording and transcription of all meeting minutes.
3. Prepares and distributes City Commission Agenda. Prepares and distributes City Commission Agenda Packages. Receives and coordinates information packages from various departments. Prepares legal advertising for specific items submitted for the agenda.
4. Serves as custodian of official City records. Plans and directs the work involved in maintaining permanent City documents and records.
5. Supervises secretary to the Mayor and City Commissioners, duties include preparation of correspondence, proclamations, travel arrangements, and maintaining schedules for Mayor and City Commissioners as requested.
6. Supervises the City=s special events program and parks reservation program.
7. Acts as City=s Records Management Liaison Officer under the Florida Statutes. Supervises the records management activities of all city departments, providing training and support. Establishes and maintains records management program. Responsible for scheduling records for retention and/or destruction.
8. Determines annual departmental budget. Considers costs of planned programs or changes and compares to prior year=s expenditures. Supervises the purchasing of supplies and equipment.
9. Supervises all city election and referendums. Prepares candidate packages. Qualifies candidates. Receives and reviews Appointment of Campaign Treasurer forms, Designation of Campaign Depository forms, and Campaign Treasurer Report Summaries as submitted. Publishes legal notices. Arranges for polling places. Certifies election results and reports to Supervisor of Elections and Florida Department of State, Division of Elections.
10. Supervises preparation and issuance of occupational licenses, and maintains files on same. Supervises revenue recovery program for past due or unlicensed businesses.
11. Supervises contractor licensing program. Provides support to the Contractor Licensing Board by preparation of agendas, preparation and submittal of contractor license applications, and processing formal complaints against contractors. Supervises the recording and transcription of all meeting minutes.

12. Prepares and publishes legal notices. Composes letters and memoranda stemming from City Commission meetings. Attests and certifies documents. Notarizes documents. Reviews and executes contracts, agreements, deeds, easements, and related authorized documents as approved by City Commission. Preserves, files, and indexes contracts, agreements, deeds, easements, etc. to which the city is a party. Records documents as necessary.
13. Prepares ordinances and resolutions and submits to City Attorney for approval. Directs and supervises codification of ordinances. Distributes supplements and supervises updates to Code of Ordinances. Maintains City Codebook on CDs and installs same on computers throughout the City departments.
14. Supervises animal licensing program and maintains files on same.
15. Inputs records and maintains optical imaging program for research of permanent City records - minutes, ordinances, resolutions, etc.
16. Researches or supervises research on requests for information from and/or for the Mayor and City Commissioners, City Manager, City Attorney, Department Heads, and citizens on a daily basis. Prepares correspondence and packages of information obtained during research projects.
17. Maintains complete record of City vehicle titles. Responsible for acquisition of titles and registration for new vehicles and transfer of titles for vehicles which are sold or otherwise disposed of.
18. Continuously reviews correspondence and bulletins received in order to keep up with changing laws.
19. Administers oaths. Provides notary services. Attests to signatures on official documents. Custodian of the city seal, all ordinances and resolutions, and all records and papers of a general or permanent character pertaining to the affairs of the City.
20. Oversees staff of six positions - Deputy City Clerk/Administrative Assistant, License and Permit Clerks, Administrative Secretary, and Technical Assistant. Provides training as necessary.

### **MINIMUM QUALIFICATIONS**

#### **KNOWLEDGE, SKILLS, AND ABILITIES**

- Knowledge of Code of Ordinances of the City of Fort Pierce.
- Knowledge of ordinances, resolutions, policies, procedures, contracts, agreements, and other related documents of the City.
- Knowledge of legal requirements of Florida Statutes in the preparation of documents and execution of duties related thereto.
- Knowledge of Roberts Rules of Order in conducting meetings.
- Knowledge of organization, function, and activities of the municipal government.
- Knowledge of modern office methods, procedures, and office equipment.
- Ability to plan and supervise the work of subordinates.
- Ability to accurately prepare and report Commission actions.
- Ability to prepare correspondence and reports as needed.
- Expertise in establishing and maintain effective working relationships with City officials, employees, and the general public.

#### **EDUCATION AND EXPERIENCE**

High school graduation or possession of an acceptable equivalency diploma, supplemented by college level course work in business or public administration. Extensive experience in public administration, including experience in local government.

*(A comparable amount of training, education, or experience can be substituted for the minimum qualifications.)*

**LICENSE, CERTIFICATIONS, OR REGISTRATIONS**

Certified Municipal Clerk (To be obtained within four (4) years of appointment)

**ESSENTIAL PHYSICAL SKILLS:**

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing

**ENVIRONMENTAL CONDITIONS:**

- Works inside in an office environment.

*(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)*

**SUPERVISION OF EMPLOYEES**

This position supervises a staff of six (6) employees.

Revised 1-03-05

**City Commission Conference Agenda**

**Agenda Item # 4. E.**

**Meeting Date:** 06/13/2016

**Re:** City Manager's Performance Evaluation

**Submitted For:** Nick Mimms, City Manager, City Manager

---

**SUBJECT:**

City Manager Evaluation

---

**Attachments**

Initial Six Months City Manager's Summary Report

Nicholas Mimms Employment Agreement

---

**Form Review**

**Inbox**

City Manager

City Manager

Form Started By: Jennifer Robinson

**Reviewed By**

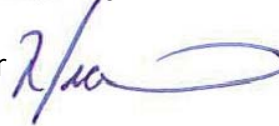
**Date**

Started On: 05/26/2016 01:26 PM

---

**TO** : The Honorable Mayor and Members of the City Commission

**FROM** : Nicholas C. Mimms, P.E., City Manager



**RE** : INITIAL SIX MONTHS CITY MANAGER'S SUMMARY REPORT

**DATE** : June 13, 2016

---

On December 7, 2015, I was appointed City Manager by the Fort Pierce City Commission after serving as Deputy City Manager and Interim City Manager the previous three (3) years. This was a life changing event for both me and my entire family. Being the chief executive responsible for the administration of all affairs of the City of Fort Pierce is a distinct honor. As a native of this great community, I am humbled and grateful to have this opportunity.

The first task of my administration was meeting with each member of the City Commission to obtain performance expectations, understand communication preferences, and determine areas of operational concern. Subsequently, meetings were held with all department heads to set forth my expectations for their performance and management. It became clearly evident that this organization possessed the professional staff, however; strong leadership was needed to provide direction to achieve the objectives set forth by the City Commission. This leadership is my responsibility, and now our management team is in the midst of a transformational evolution.

The following is a brief synopsis of the last six (6) months highlighting specific areas that may be used as a tool for evaluation purposes.

#### **COMMUNICATION**

An essential function of the Chief Executive Officer is to establish effective communication with the Mayor and members of the City Commission. During my first six (6) months, communication with the City Commission has been constant and routine. Whether by meeting, phone call, text, email, memorandum, or letter, the City Commission has received information on an equal basis. It is of the utmost importance to deliver information in a timely fashion to inform the City Commission of pertinent administrative issues and community developments. Reporting and communication of information will always be fair, consistent, and clear.

## **CITIZEN / COMMUNITY RELATIONS**

Reaching the community is being addressed by orchestrating visits to civic clubs, professional associations, schools, businesses, and other community stakeholders to provide updates on current initiatives and to listen to their concerns. The utilization of the website, along with the promotion of social media, has allowed us to reach larger audiences. A report from my office is produced monthly that provides information about current projects, special events, and a snapshot of departmental activity. A Customer Service Plan has been developed as a guide for creating higher levels of customer satisfaction. In addition, a community outreach program has been established that involves the participation of every department in order to integrate the employees with our community.

## **POLICY EXECUTION**

The City Commission has been very successful in determining strategic direction. In order to realize this vision, quarterly strategic planning meetings are scheduled with the department heads that began January 2016. The intent of these meetings is to review performance, prioritize goals, create strategies, and check progress against the goals with a retrospective view. Performance metrics have been identified, which will provide benchmark information, and if we are not meeting expectations in an area, then we will utilize best management practices for improvement. Moving forward, the City Commission and senior management staff will be engaged in annual policy prioritization workshops and biannual strategic planning sessions to identify future goals.

## **PERSONNEL MANAGEMENT**

It is my responsibility to guide staff to complete objectives established by the City Commission. This task has involved consistent interaction with the department heads to address operational challenges. In March 2016, the senior management staff was moderately reorganized by selecting highly competent members to lead departments, divisions, and initiatives. Since this has occurred, our qualified management team has cohesively collaborated to successfully accomplish assigned tasks. The staff remains motivated to achieve our strategic goals and incorporate the organization's mission into our daily operation.

## **INTERGOVERNMENTAL RELATIONS**

The relationships fostered with our neighboring agencies have given the City of Fort Pierce greater opportunities for success. Outstanding relationships with Saint Lucie County and the Fort Pierce Utilities Authority have produced regional economic development initiatives that are vital for the prosperity of our community. Our local State Representative has partnered with us on several projects, and has also assisted with the allocation of funding for construction projects. A great philanthropic partnership has been established with Allegany Franciscan Ministries that is aimed to improve the quality of life in the Lincoln Park area. Also, an international relationship is currently being forged with Grand Bahama Island to create a Sister City relationship in order to exchange cultural, historical, and economic development resources.



**PROFESSIONAL DEVELOPMENT**

Networking with the top executives and high level administrators of local government throughout the state of Florida has provided great educational opportunities. The experience of my peers has allowed me to gain great insight into the profession, especially when dealing with sensitive situations. The International City and County Managers Association (ICMA) and the Florida City and County Managers Association (FCCMA) are ideal professional development organizations that I have joined in order to achieve and maintain excellence in local governance. My immediate plans are to submit an application to the ICMA Executive Board by July 1, 2016 to earn the designation of ICMA Credentialed Manager (ICMA-CM).

**FISCAL MANAGEMENT**

The primary focus of the budget for FY 2017 will be to support the strategic plan. The operational budget will be performance based with expectations of anticipated results. In addition, a multi-year forecast will be used to ensure financial sustainability and a capital improvement plan has been developed to address infrastructure needs with long term dedicated funding. Due to the decades of public improvements in our neighborhoods, downtown, and waterfront, the valuation of property in Fort Pierce has substantially improved, and private investment is now occurring.

In summary, the City of Fort Pierce has made great strides toward improvement. It is my commitment to build upon our existing foundation and work diligently toward achieving the goals in our strategic plan. It is also my sincere ambition to establish a legacy of excellent customer service, community engagement, and successful economic development. In closing, I want to thank the City Commission for your guidance, leadership, and support. Through this type of cohesive working relationship, we will be able to conquer all challenges in our path.

NCM





# Interoffice Memorandum

## City Clerk's Office

---

RECEIVED

TIME \_\_\_\_\_

DEC 28 2015

CITY OF FT. PIERCE  
CITY MANAGER'S OFFICE

TO: Rob Schwerer, City Attorney  
Nicholas Mimms, City Manager

FROM: Linda W. Cox, City Clerk *LWC*

SUBJECT: City Manager Employment Agreement

DATE: December 23, 2015

Attached is a copy of the fully executed employment agreement between the City of Fort Pierce and Nicholas Mimms for your records. I have retained the original for our files.

# CITY OF FORT PIERCE, FLORIDA

**NICHOLAS MIMMS  
CITY MANAGER**

## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** made and entered into effective December 7, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **NICHOLAS MIMMS**, hereafter referred to as "**MIMMS**".

**WHEREAS, CITY** desires to secure the services of **MIMMS** as City Manager for a minimum of three (3) years from the Effective Date of this agreement and **MIMMS** desires to accept such position; and

**WHEREAS, CITY** and **MIMMS** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **MIMMS** has agreed.

**NOW, THEREFORE**, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **MIMMS** agree with each other as follows:

### **1. Employment.**

**MIMMS** will render full time professional services to **CITY** in the capacity of City Manager of the **CITY** for the initial term of three (3) years, commencing December 7, 2015 (the "Effective Date"), through December 6, 2018. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

**MIMMS** shall devote all of his time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **MIMMS** will at all times faithfully, industriously, and diligently perform to the best of his ability all duties that may be required of him by virtue of his position as City Manager, including the performance of all duties set forth in the City Charter, Ordinances,

Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. In performing such duties, **MIMMS** further agrees to be subject to the ICMA Code of Ethics, and to otherwise devote full time and attention to his work as City Manager. Nothing herein shall prohibit **MIMMS** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from his performance of the terms of this Agreement. In the event **MIMMS** makes formal application for full-time employment elsewhere while serving as City Manager, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

**2. Compensation.**

In consideration for these services as City Manager, **CITY** agrees to pay **MIMMS** an annual base salary of ONE-HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **MIMMS'** performance by the City Commission. Base annual salary adjustments, including cost of living increases, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **MIMMS'** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

**3. Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **MIMMS'** performance as City Manager. These performance evaluations shall occur during the calendar month of June of each year, and the matter of the performance evaluation shall be agendaed by the City Manager, to be discussed by the City Commission, at the first City Manager

Conference Agenda in June of each year of this Agreement. These performance reviews shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **MIMMS**.

Should it be determined that **MIMMS** was successful in his overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **MIMMS'** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the city management profession in similarly situated Florida cities and the rate of general inflation in the economy.

**4. Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **MIMMS** with the following benefits:

(a) **MIMMS** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) Paid attendance at the ICMA annual conference at a rate agreed upon by the City Commission and **MIMMS**.

(c) Lease or car allowance at \$350.00 per month, or such other rate agreed upon by the City Commission.

(d) Membership dues to professional associations and societies and to such service organizations and clubs of which **MIMMS** is a member, subject to the approval of the City Commission.

(e) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(f) Retirement benefits as currently provided to **MIMMS** as a City employee

5. **Termination.**

At all times during the term of this Agreement, **MIMMS** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **MIMMS** as City Manager, **MIMMS** shall have the right to declare that such amendments constitute termination; or

(c) If **MIMMS** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. **Severance.**

Except as provided in this Agreement, severance will be paid to **MIMMS** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **MIMMS** his then annual base salary for One Hundred Twenty (120) consecutive days thereafter, and the **CITY** shall also maintain **MIMMS'** life insurance and major medical insurance coverage paid up and in effect during such period. **MIMMS** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **MIMMS** shall not be required to perform any duties for the City or come to the City.

The severance provisions set forth herein shall not apply and the City shall not be

obligated to pay the One Hundred Twenty (120) days severance in the event **MIMMS** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Manager, or material breach by **MIMMS** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. **Attendance at Meetings.**

The **CITY** agrees to permit **MIMMS** to be absent from the **CITY** during working days to attend professional meetings and to attend to such outside professional duties in the city management field as have been mutually agreed upon between him and the City Commission. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and shall not be considered vacation time. The **CITY** shall reimburse **MIMMS** for all reasonable expenses incurred by him incident to attendance at approved professional meetings; provided, however, that such reimbursement is appropriate and within the limits of the City's budget.

8. **Best Efforts of Employee.**

**MIMMS** agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **MIMMS** further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

9. **Disability.**

If **MIMMS** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **MIMMS** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

10. **Residency.**

**MIMMS** shall, at all times, maintain permanent residency within the City of Fort Pierce, Florida, during his term as City Manager.

11. **Employee At-Will.**

**MIMMS** is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

12. **Liability Claims.**

The **CITY** shall defend and save harmless **MIMMS**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **MIMMS'** duties as City Manager of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **MIMMS'** employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **MIMMS'** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **MIMMS** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

13. **Voluntary Resignation.**

In the event **MIMMS** voluntarily resigns his position with the **CITY**, **MIMMS** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **MIMMS** shall not be entitled to nor shall the **CITY** be liable to pay severance if **MIMMS** resigns.

14. **General Provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.


(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement

is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.


(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **MIMMS**, his administrators, executors, legatees, heirs, and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

**CITY OF FORT PIERCE, FLORIDA**

By:   
Linda Hudson, Mayor


ATTEST: -

  
Linda Cox, City Clerk

**EMPLOYEE:**

  
Nicholas Mimms

Approved as to Form and Correctness  
for Use by the City of Fort Pierce:

  
Robert V. Schwerer, Esq.  
City Attorney