

CITY OF FORT PIERCE

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, June 12, 2017 - 9:00 a.m.

City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **New Business**
 - a. Legislative Update 2017 Session - Nicole Fogarty, Legislative Affairs Director, St. Lucie County
 - b. Discussion of Golf Carts Usage on City Roadways
 - c. Hans Kraaz is proposing a 3-story parking garage at the JcPenney parking lot site. This proposed garage would be privately owned and operated, open 24-hours a day and there would be a charge to utilize the facility.

This Parking Committee voted to approve the concept so it may be discussed at the upcoming Conference Agenda Meeting.
 - d. City Attorney Annual Evaluation
 - e. City Clerk Annual Evaluation
 - f. City Manager Annual Evaluation
5. **City Commission Boards and Committees Updates**
6. **Adjournment**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

City Commission Conference Agenda

4.a.

Meeting Date: 06/12/2017

Re: Legislative Update

SUBJECT:

Legislative Update 2017 Session - Nicole Fogarty, Legislative Affairs Director, St. Lucie County

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/06/2017

Reviewed By

Nick Mimms

Date

06/06/2017 03:41 PM

Started On: 05/09/2017 04:19 PM

City Commission Conference Agenda

4.b.

Meeting Date: 06/12/2017

Re: Golf Carts

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion of Golf Carts Usage on City Roadways

Attachments

Email from City Attorney

Low Speed Vehicle Requirements

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/06/2017 03:41 PM
City Manager	Nick Mimms	06/06/2017 03:42 PM
Form Started By: Jennifer Robinson		Started On: 05/22/2017 09:54 AM
Final Approval Date: 06/06/2017		



To: Rufus Alexander/cfp@cfp, Reggie Sessions/cfp@cfp, Tom Perona/cfp@cfp, Linda Hudson/cfp@cfp, Jeremiah Johnson/cfp@CFP, in2lawfl@aol.com, tomperona@gmail.com, sarah772@bellsouth.net, lindahudsonbailey@yahoo.com, sessionslawfirm@aol.com,
Cc: Department Heads & Management Group, Jennifer D Robinson/cfp@cfp,
Bcc:
Subject: Operation of Golf Carts on Public Roadways
From: James Messer/cfp - Thursday 01/12/2017 09:08 AM
Sent by: Angela Wilkinson/cfp

History: This message has been forwarded.

Good Morning Honorable Mayor and City Commissioners,

At the last meeting a question was raised concerning the operation of golf carts on public roads or streets.

The City of Fort Pierce has adopted Chapter 316, Florida Statutes, the "Florida Uniform Traffic Control Law" to regulate vehicular traffic. Attached is Florida Statute Section 316.212 which prohibits the operation of golf carts on public roads and streets, with certain identified exceptions.

Relevant portions of the Statute include:

- The operation of a golf cart on public roads must be approved by the Department of Transportation and/or City. This approval is demonstrated by the posting of appropriate signage to indicate that the operation of a golf cart is permitted.
- The City may enact a more restrictive ordinance after consultation with the Department of Transportation.
- The City Police Department is authorized to enforce the provisions of the Statute.
- Golf carts are permitted within a retirement community.



Operation of Golf Carts on Certain Roadways_FL Statute Sec. 316.212.pdf

James M. Messer | City Attorney | City of Fort Pierce
Board Certified Civil Trial Attorney

Phone: 772.467.3039 Fax: 772.466.5495 • 100 North U.S. 1, Fort Pierce, FL 34950



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West's Florida Statutes Annotated

Title XXIII. Motor Vehicles (Chapters 316-325)

Chapter 316. State Uniform Traffic Control (Refs & Annos)

West's F.S.A. § 316.212

316.212. Operation of golf carts on certain roadways

Effective: October 1, 2015

Currentness

The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to [s. 335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and

2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by [s. 316.271](#); and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

Credits

Laws 1983, c. 83-188, § 2; Laws 1984, c. 84-111, § 1; [Laws 1988, c. 88-253, § 2](#). Amended by [Laws 1995, c. 95-148, § 322, eff. July 10, 1995](#); [Laws 1996, c. 96-413, § 4, eff. June 5, 1996](#); [Laws 1999, c. 99-248, § 168, eff. June 8, 1999](#); [Laws 2000, c. 2000-313, § 7, eff. Oct. 1, 2000](#); [Laws 2005, c. 2005-164, § 6, eff. July 1, 2005](#); [Laws 2008, c. 2008-98, § 3, eff. July 1, 2008](#); [Laws 2010, c. 2010-223, § 46, eff. Sept. 1, 2010](#); [Laws 2015, c. 2015-163, § 2, eff. Oct. 1, 2015](#).

Notes of Decisions (8)

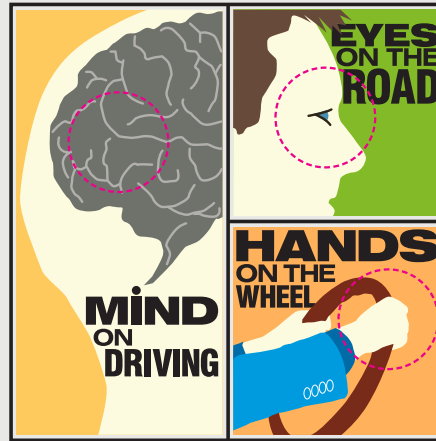
West's F. S. A. § 316.212, FL ST § 316.212

Current through the 2016 Second Regular Session of the Twenty-Fourth Legislature.

Titling and Registering Your Converted Golf Cart

1. The Manufacturer's Certificate of Origin or a bill of sale for the golf cart
2. Form HSMV 84490 (Statement of Builder) completed by customer and Compliance Examiner/Inspector
3. Form HSMV 86064 (Affidavit for Golf Cart Modified to a Low Speed Vehicle)
4. The original bills of sale or receipts for all parts used to convert the golf cart to a low speed vehicle
5. A certified weight slip for the converted golf cart
6. Take items 1 through 5 to your local Motorist Services regional office for an inspection and VIN assignment.
7. Form HSMSV 82040 (Application for Title)
8. Proof of Florida insurance, minimum \$10,000 PDL and \$10,000 PIP
9. Sales tax or sales tax exemption information for all parts
10. Identification, driver license or identification card or passport
11. Applicable fees.
 - a. Inspection fee - \$40
 - b. Title fee - \$75.25 to \$85.25
 - c. Plate fee - \$28 or plate to transfer
 - d. Initial Registration Fee - \$225 (if applicable)
 - e. Registration fee varies by weight of vehicle

NOTE: The golf cart converted to a low speed vehicle must be street ready BEFORE applying for the title and registration.



Always keep your hands on the wheel, eyes on the road and mind on driving!

Your Guide to Drive

A SAFER
FLORIDA
HIGHWAY SAFETY AND MOTOR VEHICLES

Low
Speed
Vehicle



Golf
Cart



Off-Highway
Vehicle



If you have to register your vehicle, it should be insured with Personal Injury Protection and Property Damage.

A SAFER
FLORIDA
HIGHWAY SAFETY AND MOTOR VEHICLES

FLORIDA DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

2900 Apalachee Parkway
Tallahassee, FL 32399
Phone: 850-617-2000

www.flhsmv.gov

What You Should Know About Your Low Speed Vehicle:

Low speed vehicles are vehicles with top speeds of 20 to 25 MPH. Golf carts can be converted to low speed vehicles and vice versa so the two are often confused. Owners of low speed vehicles have higher Federal safety standards as well as other requirements. For example, a low-speed vehicle may be operated only on streets where the posted speed limit is 35 miles per hour or less. Also, a low-speed vehicle must be equipped with headlamps, stop lamps, turn signal lamps, tail lamps, reflex reflectors, parking brakes, rearview mirrors, wind shield, seat belts, and vehicle identification number. Any person oper-



ating a low-speed vehicle must have in his or her possession a valid driver license. And, most importantly, a low-speed vehicle must be registered and insured with Personal Injury Protection and Property Damage Liability.

Your Low Speed Vehicle must to be equipped with:

1. Headlamps
2. Front and rear turn signals
3. Taillamps
4. Stop lamps
5. Reflex reflectors, red – one on each side and one on the rear
6. Exterior mirror on the driver side *and* an interior mirror *or* exterior mirror on passenger side
7. Parking brake
8. Windshield
9. Seatbelt for each designated seat
10. Vehicle identification number

Titling and Registering Your Low Speed Vehicle

Here's what you need to register your new low speed vehicle:

1. The Manufacturer's Certificate of Origin
2. Form HSMSV 82040 (Application for Title)
3. Proof of Florida insurance, minimum \$10,000 Property Damage and \$10,000 Personal Injury Protection
4. Identification, driver license or identification card or passport
5. Applicable fees
 - a. Title fee - \$75.25 to \$85.25
 - b. Plate fee - \$28 or plate to transfer
 - c. Initial Registration Fee - \$225 (if applicable)
 - d. Registration fee varies by weight of vehicle



What You Should Know About Your Golf Cart:

A **golf cart** is a motor vehicle that is designed and manufactured for operation on a *golf course* for sporting or recreational purposes and is not capable of exceeding speeds of 20 miles per hour.

Conventional golf carts are *not* classified as low speed vehicles because they have a top speed of less than 20 MPH. Consequently, they are subject only to state and local requirements regarding safety equipment.

Golf carts are *not* titled or registered and as such are *not* required to be insured with PIP/PDL.



What You Should Know About Your Off-Highway Vehicle:

An **all-terrain vehicle** is described as being 50 inches or less in width, having a dry weight of 1,200 pounds or less, designed to travel on three or more nonhighway tires, and is manufactured for recreational use by one or more persons.

An **off-highway motorcycle** is any motor vehicle used off the roads or highways of Florida that has a seat or saddle for the use of the rider and is designed to travel with no more than two wheels in contact with the ground, but excludes a tractor or a moped.

A **motorized recreational off-highway vehicle** is 65 inches or less in width, has a dry weight of 2,000 pounds or less, is designed to travel on four or more nonhighway tires and is manufactured for recreational use by one or more persons.

Off-highway vehicles are titled but not registered and are *not* required to be insured with PIP/PDL.



City Commission Conference Agenda

4.c.

Meeting Date: 06/12/2017

Re: JcPenney Parking Lot

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Hans Kraaz is proposing a 3-story parking garage at the JcPenney parking lot site. This proposed garage would be privately owned and operated, open 24-hours a day and there would be a charge to utilize the facility.

This Parking Committee voted to approve the concept so it may be discussed at the upcoming Conference Agenda Meeting.

Attachments

JcPenney Parking Lot
Conceptual Parking Lot

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/30/2017 02:01 PM
City Manager	Nick Mimms	05/30/2017 02:01 PM
Form Started By: Kaitlyn Ballard		Started On: 05/26/2017 03:02 PM
Final Approval Date: 05/30/2017		

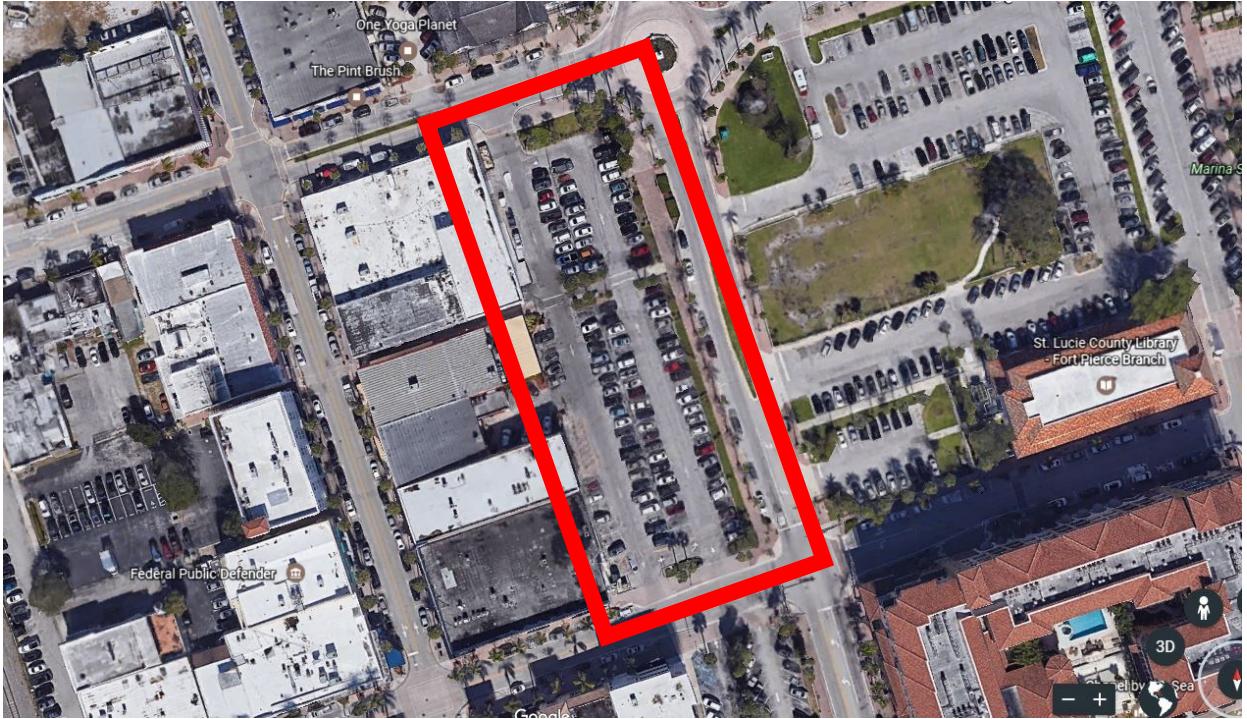


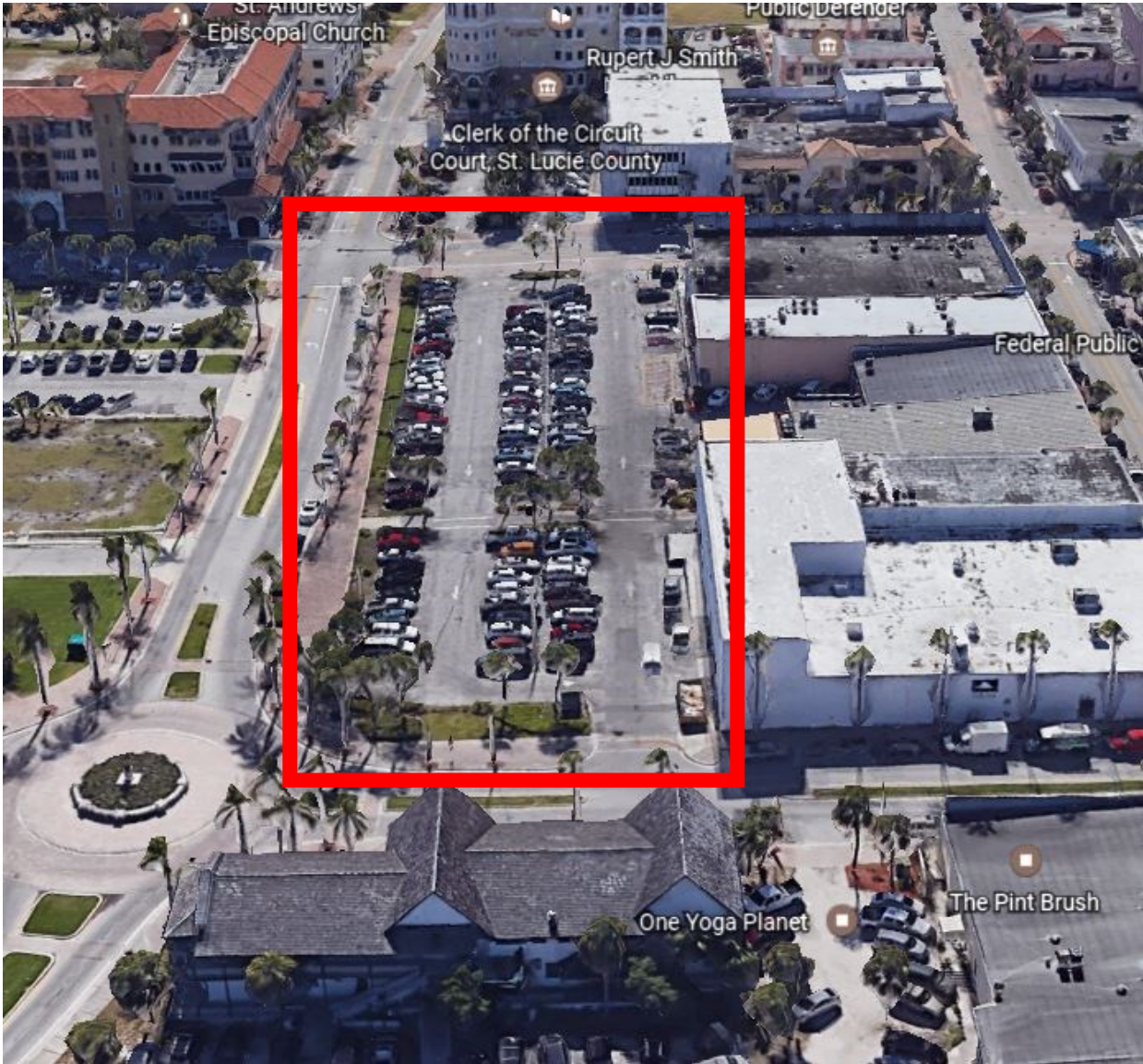
JcPenney Parking Lot

Spaces: 80 2-hr and 30 Unrestricted

Area of Parcel: 1.28 Acres







Tom Perona --- Conceptual Parking Lot ---

From: "Tom Perona" <tomperona@gmail.com>
To: "nick mimms" <NMimms@City-FtPierce.Com>
Cc: tperona@city-ftpierce.com, "Linda Cox" <LCox@city-ftpierce.com>, "Hans Kraaz" <hans@boatloans.net>
Date: Thu, Jun 1, 2017 10:09 AM
Subject: Conceptual Parking Lot

Nick. I am looking forward to the discussion with my fellow commissioners regarding the proposed parking facility by Hans Kraaz on publicly owned property know as the JC Penney's lot. Again, Current and future parking demands for City Marina
Inevitable expiration of temporary downtown parking lots
Future use of vacant City Parking Garage Office Space
Future needs of County Courthouse and Clerk
Future prospect of a downtown Rail Station
Future parking support for PAD
Creating an opportunity for more short term downtown parking
Providing future Downtown Commercial Parking Solutions
Franchise Income, Jobs, and Tax Base Increase
Thank you. Tom

City Commission Conference Agenda

4.d.

Meeting Date: 06/12/2017

Re: City Attorney Annual Evaluation

SUBJECT:

City Attorney Annual Evaluation

Form Review

Form Started By: Linda Cox
Final Approval Date: 06/06/2017

Started On: 05/09/2017 10:24 AM

City Commission Conference Agenda

4.e.

Meeting Date: 06/12/2017

Re: City Clerk Evaluation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

City Clerk Annual Evaluation

Attachments

Memo

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/06/2017

Reviewed By

Nick Mimms

Date

06/06/2017 03:41 PM

Started On: 05/09/2017 10:22 AM



TO : Mayor and Commissioners

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

RE : Performance Evaluation

DATE : June 12, 2017

During my evaluation in 2016, I indicated the following were goals for the City Clerk's office for the upcoming year:

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

The first three goals remain a high priority; however the implementation is dependent on factors outside of our control. We continue to work with the other city departments to insure that these goals are met.

As to the Deputy City Clerks obtaining their CMC, I am pleased to announce that Caleta will receive her certification in the fall, Katerri received her CMC but has accepted a new position as the City Clerk of Delray Beach, and Miriam just received her Certified Business Tax Official and will begin her CMC certification process next summer.

Records management will be our focus for the upcoming year. We will tackle the extensive project to initiate records destruction in accordance with Florida statutes and the Administrative Code. We have put in place a policy on how records are stored moving forward; however there is a significant number of records that are not properly labeled and are being held far beyond their required retention period. To assist in the effort, we continue to broaden the scope of the documents transferred to digital, searchable images.

Our office continues to evaluate our performance and look for ways in which we can improve efficiency, adhere to best practices and meet the goals and objectives established by the City Commission.

City Commission Conference Agenda

4.f.

Meeting Date: 06/12/2017

Re: City Manager Evaluation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

City Manager Annual Evaluation

Attachments

Employment Agreement

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/06/2017

Reviewed By

Nick Mimms

Date

06/06/2017 03:41 PM

Started On: 05/09/2017 10:22 AM



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

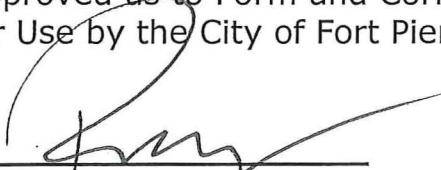
ATTEST: -


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