

CITY OF FORT PIERCE

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, June 8, 2020 - 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. Review and summary of City of Fort Pierce COVID-19 Testing by Christian Gorman of Dynix Diagnostix
 - b. Presentation by Michael Broderick, Chair, of the Parking Committee's recommendation regarding the Parking Study and extending the 2-hour parking limit around St. Lucie County Courthouse.
 - c. Beach Parking Discussion
 - d. Discussion of permitting of special events in the wake of the Coronavirus pandemic.
 - e. Annual performance review - Nicholas Mimms, City Manager
 - f. Annual performance review - Pete Sweeney, City Attorney
 - g. Annual performance review - Linda W. Cox, City Clerk

5. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

6. **City Commission Boards and Committees Updates**

7. **Adjournment**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

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) 467-3065 at least 48 hours prior to the meeting.

City Commission Conference Agenda

4. a.

Meeting Date: 06/08/2020

Re: Abbott Sars-Cov2 Antibody Test

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

SUBJECT:

Review and summary of City of Fort Pierce COVID-19 Testing by Christian Gorman of Dynix Diagnostix

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/03/2020 12:13 PM
City Manager	Nick Mimms	06/03/2020 12:13 PM
Form Started By: Jennifer Robinson		Started On: 06/03/2020 11:44 AM
Final Approval Date: 06/03/2020		

City Commission Conference Agenda

4. b.

Meeting Date: 06/08/2020

Re: Parking Committee Recommendation

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

SUBJECT:

Presentation by Michael Broderick, Chair, of the Parking Committee's recommendation regarding the Parking Study and extending the 2-hour parking limit around St. Lucie County Courthouse.

Attachments

Memo from Michael Broderick

Form Review

Inbox

City Manager

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 06/03/2020

Reviewed By

Nick Mimms

Nick Mimms

Date

06/03/2020 12:10 PM

06/03/2020 12:11 PM

Started On: 06/03/2020 11:34 AM



THE SUNRISE CITY

FORT PIERCE
Florida

TO : Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Commissioner Reginald Sessions, City Manager Nick Mimms

FROM : Michael Broderick, Chairman City of Ft. Pierce Parking Committee

RE : **Parking Committee Recommendations**

DATE : April 3, 2020

The City Commission-appointed Parking Committee has had the opportunity to hold two meetings to discuss the strategy for moving forward with an analysis of short-term goals, long-term goals as well as parking matters that require current attention.

In that regard, the Parking Committee unanimously recommends the following two items for review and approval by the City Commission.

1. Needing approval by the City Commission is a request from Chief of Police Diane Hobleby-Burney regarding two-hour parking enforcement in the downtown area for jurors arriving to report for jury duty. The recommendation from Chief Hobleby-Burney is that the two-hour parking requirement/enforcement be held in abeyance until 11:30 AM on Mondays or Tuesdays, if a holiday falls on Monday, when potential jurors are summoned for jury duty. By 11:30 AM, jurors required to continue jury duty will be issued placards bearing an expiration date from the Clerk of Court. It will be placed on the dashboard of their vehicles to allowing jurors to continue to park downtown without receiving a citation. The Parking Committee unanimously supports this recommendation.
2. On June 13, 2016, the City of Fort Pierce received a parking study authored by Walker Parking Consultants. The Parking Committee has reviewed this report and found it very informative. The Committee is working to establish an understanding and analysis of current and future parking needs in multiple areas of the City. In that regard, the Committee discussed having the Walker report updated to reflect current conditions to include additional areas of the city facing parking pressures. The original report incorporated an analysis of the downtown central business district and south beach.

The Parking Committee unanimously recommends having Walker Parking Consultants update the existing report to reflect current conditions, inclusive of impacts from the development of the HD King site and incorporate two additional areas of the city for study, Lincoln Park and the Peacock Arts District. Thereby the updated report would include the primary commercial districts with high parking demand. The Parking Committee believes updating the report for current baseline parking information is needed to be completed so the Committee can recommend to the City Commission an action plan to address short-term and long-term parking needs.

City Commission Conference Agenda

4. c.

Meeting Date: 06/08/2020

Re: Beach Parking Discussion

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Beach Parking Discussion

Attachments

Proposed Parking Area

Lease

Assignment

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/19/2020 08:53 AM
City Manager	Nick Mimms	03/24/2020 10:30 AM
Form Started By: Mike Reals		Started On: 02/26/2020 06:44 AM
Final Approval Date: 04/07/2020		



DESCRIPTION
Temporary Parking

PROJECT
Parking - A1A
@ St. Lucie Ct.

ISSUE
June 10, 2019
RE-ISSUE



THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT
Florida

01

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT, (hereinafter "Lease") is entered into this 4th day of August, 2015 by and between **GALLERY 34949, INC.**, a Florida corporation, (hereinafter "Landlord"), whose address is 7542 Platte Road, Beulah, Michigan, 49617, and **RUTH M. CLENDENIN** (hereinafter "Tenant"), whose address is 1607 Seaway Drive, Fort Pierce, Florida 34949.

WITNESSETH:

That in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by both parties, the Landlord does hereby demise and lease to Tenant, and the Tenant does hereby rent from Landlord, commercial real property and improvements thereon (hereinafter "**Premises**") located in St. Lucie County, Florida, together with fixtures and equipment (hereinafter "**Personalty**"). When referenced together, the Premises and the Personalty shall be collectively referred to as the "**Property**".

DESCRIPTION OF PROPERTY. The Property is more particularly described and identified as follows:

- A. PREMISES:** 1100± square feet of commercial retail space located at 301 South Ocean Drive, Fort Pierce, St. Lucie County, Florida, together with the paved parking area and concrete walk lying between the commercial retail space and A1A.
- B. PERSONALTY:** All fixtures, equipment, appliances, electronics, furniture and other personal property currently located on, or affixed to, the Premises and owned by the Landlord, (together with all replacements), including, but not limited to the items listed in Exhibit "A" attached hereto.

In addition to the lease of the Premises, Landlord further grants to Tenant a revocable license to utilize the adjacent unpaved space lying directly south of the paved parking area (approximately 60' X 30' in size) for overflow parking associated with the Tenants business. Such use by the Tenant, her employees and customers shall not interfere with Landlord's use of such space for ingress and egress to the remainder of the Landlord's real property. If such use shall interfere with Landlord's ingress and egress, or if Landlord shall elect to further develop such space, then Landlord shall have the right to revoke this license, or such portion of this license as is necessary to accommodate Landlord's ingress and egress and/or development.

TERM: The term of this Lease shall be for a period of five (5) years commencing on the 5th day of August, 2015, (hereinafter "Commencement Date"), through and including the 4th day of August, 2020.

EARLY TERMINATION BY LANDLORD: Notwithstanding anything herein to the contrary, it is not the intent of the parties that this Lease shall inhibit the ability of the Landlord to sell the Property. **If** the Landlord shall sell the Property to a non-related third party by transaction negotiated at arm's length, **and** the third party buyer either (a) refuses to assume the Landlord's position under this Lease, or (b) refuses to assume the Landlord's position under this Lease for the full term of the Lease, **then** the Landlord (or the third party buyer after closing) may terminate this Lease by written notice of termination to Tenant, whereupon Tenant shall vacate the Property within the latter of (y) sixty (60) days after closing on the sale of the Property, or (z) sixty (60) days after receipt of the notice of termination. **Provided, however,** that if such termination shall occur within six (6) months of the Commencement Date, then Landlord shall

reimburse Tenant the cost of setting up business, plus one month's rent, and if such termination shall occur more than six (6) months, but less than one (1) year, after the Commencement Date, then Landlord shall reimburse Tenant one-half (½) the cost of setting up business, plus one-half (½) of one month's rent.

RENT: Base Rent for the term of this lease shall be \$2,000.00 per month plus sales tax of \$130.00 for a total of **\$2,130.00** payable in advance, commencing on the 5th day of August, 2015, and on the 5th day of each month thereafter. Payment of rent must be made to the Landlord or Landlord's authorized agent at the following address or at such other place as may be designated by written notice from the Landlord or his authorized agent. To wit:

7542 Platte Road
Beulah, Michigan, 49617

No payment by the Tenant, or receipt by the Landlord, of a lesser amount than the rents stipulated herein shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to its right to recover the balance of the rent or to pursue any other remedy provided for in this Lease or at law. All taxes, charges, costs and expenses which the Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs, and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of nonpayment by the Tenant, the Landlord shall have all of the rights and remedies with respect thereto as the Landlord has for the nonpayment of the rent prescribed herein.

TAXES: Tenant agrees to pay any taxes levied against the Personalty and trade fixtures owned by the Tenant and located upon the Premises. Landlord shall be responsible for all real property taxes and special assessments on the Premises during the term of this Lease.

LATE CHARGES: Tenant shall pay Landlord a late charge equivalent to five percent (5%) of the monthly rental payment for each payment of rent not received by the Landlord, or its agent, within ten (10) days of the day of the month when due. Payment shall be considered received upon actual receipt or, if mailed, the third day after the payment is deposited, postage prepaid and appropriately addressed, into a U.S. Mail receptacle

INSURANCE: The Landlord shall keep the leased premises insured against loss by fire, windstorm or other casualty with coverage in an amount sufficient to cover replacement value of the Premises. These insurance requirements shall not prohibit Tenant from carrying its own insurance for such risks at its own cost and to its own benefit and protection. Tenant shall procure and maintain adequate premises liability, personal injury, property damage, theft, vandalism, and casualty insurance coverage under a policy of general public liability insurance in an amount not less than \$1,000,000 for combined single limit or bodily injury and property damage. The policy of insurance shall (i) name the Tenant and the Landlord as co-insureds; (ii) shall include a standard waiver of subrogation clause against the Landlord; (iii) shall require the insurance company to provide Landlord with at least thirty (30) days' written notice before such policy is altered or canceled in any manner; and, (iv) shall be issued by companies, associations or organizations having a current rating of not less than "B+" as rated by A.M. Best Company.

USE OF PREMISES: Tenant's use of the Premises shall be as a retail convenience store. Tenant agrees not to disturb the quiet enjoyment of the occupants of surrounding property and agrees to conduct its business in compliance with Florida law. The Tenant accepts the Premises in its present condition and agrees to keep the Premises in a clean and sanitary condition; to comply with all laws, ordinances, and

obligations imposed by the applicable provisions of building, housing, and health codes; to make no material alterations or additions to the Premises without the prior written consent of Landlord; to commit no waste of the Premises; to remove all garbage and other debris in a clean and sanitary manner and in conformity with all laws and regulations; to keep all plumbing fixtures sanitary; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning, and other facilities and appliances; not to destroy, deface, damage, impair, or remove any part of the Premises, or Personalty therein belonging to the Landlord. Tenant further agrees to direct persons on the Premises with her consent to conduct themselves in a manner that does not unreasonably disturb the quiet enjoyment of the occupants of surrounding property or constitute a breach of the peace; to repay the Landlord the cost of all repairs made necessary by the negligent, careless use, or willful misuse of the Premises, and to surrender the Premises at the termination of this Lease in as good as condition as it is in at the beginning of this Lease, normal wear and tear excepted, provided, however, that all alterations, additions and improvements permanently attached and made by Tenant (excepting movable furniture, equipment, supplies, inventory and special equipment belonging to Tenant) shall become and remain the property of Landlord on the termination of Tenant's occupancy of the Premises.

COMPLIANCE WITH ENVIRONMENTAL LAWS

A. Hazardous Materials. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or non-friable asbestos; (iii) plyphlorinated biphenyls; (iv) those substances, materials or wastes designated as "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendment or replacement to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect; or (vii) those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous materials, substance or material as now or at any time in effect.

B. Tenant Representations and Warranties. Tenant specifically represents and warrants that the use and operation of the Premises shall comply with all applicable environmental laws, rules, and regulations, (Federal, State and local) including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Tenant shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there shall not be any Hazardous Materials located or stored in, upon or at the Premises, except in accordance with applicable laws, rules and regulations, and there shall not be at any time any releases or discharges from the Premises.

C. Indemnification. Landlord hereby agrees to indemnify Tenant and hold Tenant harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Tenant by any person or entity or governmental agency or, with respect to, or as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials

occurring as a result of the negligence or willful misconduct of the Landlord, its employees or agents. Landlord's obligation hereunder shall survive the termination of this Lease.

Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Landlord by any person or entity or governmental agency or, with respect to, or as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials occurring by reason of activity associated with the Premises which occur subsequent to the commencement of this Lease and are in anyway related or associated with the Tenant's occupancy and/or use of the Premises. Tenant's obligation hereunder shall survive the termination of this Lease.

IMPROVEMENTS TO PREMISES: Tenant shall not make any improvements to the Premises without the prior written consent of the Landlord. Before commencing any improvements to the Premises, Tenant shall provide Landlord with plans and specifications for Landlord's review and written approval. All leasehold improvements shall remain the property of the Landlord upon the expiration of this Lease.

MAINTENANCE: Tenant shall be responsible for all maintenance, repairs and/or replacements necessitated by the negligence, careless use or willful misuse of the Premises by the Tenant, its employees, agents, guests, customers or invitees. The Landlord shall be responsible for all maintenance, repairs and/or replacements not otherwise the responsibility of the Tenant, including structural repairs and maintenance, repairs and/or replacements resulting from normal wear and tear

MAINTENANCE OF GROUNDS: Landlord shall maintain the parking area and grounds. The maintenance shall include repair of the parking area, lawn service and cleaning of the parking area and grounds.

ASSIGNMENT AND SUBLETTING: Tenant may assign this Lease to a business entity formed by Tenant or which she is a majority equity owner. Otherwise, Tenant may not assign this Lease or sublet any part of the Premises without the written consent of the Landlord.

UTILITIES: Tenant shall be responsible for all utilities and services, including, but not limited to electricity, water, gas, sewage, garbage pick-up, telephone, and cable television.

DESTRUCTION OF PREMISES: If the Premises are destroyed by fire or other casualty rendering the Premises untenable, the Landlord shall have the option of either (i) rendering the Premises tenantable by repairs within sixty (60) days, or terminating the Lease. If Landlord shall elect to render the Premises tenantable, then rent shall abate for that period of time for which the Premises are untenable.

EMINENT DOMAIN: If, during the term of this Lease, the whole of the Premises (or such portion of the Premises as will make the Premises unusable for its leased purpose) be condemned by public authority for public use, then in that event the term granted by this lease shall cease and come to an end as of the date of the vesting of title in such public authority or when possession is given to such public authority, whichever event last occurs. Upon such occupancy, the rent shall be apportioned as of such date, and the Landlord shall be entitled to the entire award for such portion of the leased premises as is taken or condemned by public authority for public use. If only a portion of the leased Premises is condemned such that the Premises remain reasonably usable for their leased purpose, then in such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of the leased premises taken. In no event shall the Landlord be liable to the Tenant for any diminution in use or for the value of any unexpired term of this Lease.

INSPECTION: Landlord or its agents shall have the right, upon reasonable notice and during normal business hours, to enter the Premises for the purpose of inspecting or for any other purpose not inconsistent with the terms and spirit of this Lease.

LIENS: Tenant shall promptly discharge all liens of contractors, subcontractors, mechanics, laborers, materialmen, wholesalers, suppliers, vendors, and other liens of like character arising by reason of work done at the request of Tenant or supplies or equipment ordered. Landlord shall promptly discharge all liens of contractors, subcontractors, mechanics, laborers, materialmen, wholesalers, suppliers, vendors, and other liens of like character arising by reason of work done at the request of Landlord or supplies or equipment ordered.

LIABILITY AND INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to any person or property whether it be the person or property of the Tenant, the Tenant's employees, agents, guests, invitees, customers or otherwise, by reason of Tenant's occupancy and use of the Leased Premises or because of fire, flood, windstorm, acts of God, or for any other reason, except as caused by the negligence or intentional acts of the Landlord, its agents or employees. The Tenant agrees to indemnify and save harmless the Landlord from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney's fees and costs, caused by reason of Tenant's occupancy and use of the leased Premises except as caused by the negligence or intentional acts of the Landlord, their agents or employees.

DEFAULT: If Tenant: (i) defaults in the prompt payment of rent after the same shall be due and payable; (ii) fails to perform or observe any other provisions of this Lease Agreement; (iii) permits the leasehold interest of Tenant be levied upon under execution or attached by process of law; (iv) abandons the Leased Premises; **or** (v) at any time during the term of this Lease Agreement removes or attempts to remove the Personalty from the Leased Premises. **And if** Tenant shall fail to cure said default within 10 days of receiving notice from Landlord of said default (unless such default, exclusive of non-payment of sums due, cannot reasonably be cured within 10 days, and Tenant shall have commenced to cure said default within said 10 days and continues diligently to pursue the curing of the same). **Then** Landlord shall: (i) have the right to declare the balance of all unpaid rent immediately due and payable in full; (ii) have the right to proceed by attachment, suit or otherwise to evict the Tenant and to collect any delinquent rent or other amounts due Landlord under this Lease; **and/or** (iii) have the right to proceed in accordance with Florida Landlord-Tenant statutes.

Upon termination of this Lease, whether by lapse of time or otherwise; or upon any termination of the Lease, the Tenant shall surrender possession and vacate the leased Property immediately and deliver possession thereof to Landlord. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Premises.

NOTICES: All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, (iii) delivered by overnight carrier with signed acknowledgment of receipt, or (iv) delivered by telephonically transmitted facsimile, or electronically transmitted e-mail, with confirmation of transmission. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing:

- (a) if to Landlord, to: Gallery 34949, Inc.
7542 Platte Road
Beulah, Michigan, 49617
- with copy to: 305 Fernandina Street
Ft. Pierce, FL 34949
- (b) if to Tenant, to: Ruth M. Clendenin
1607 Seaway Drive
Ft. Pierce, FL 34949

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days (excluding Sundays and holidays) after the same is deposited in the United States Mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon pre-paid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery if delivery is not accepted) of the same at the address were the same is to be given, delivered or made. Any such notice, demand or document delivered by means of telephonically transmitted facsimile or electronically transmitted e-mail shall be deemed to be given, delivered or made upon receipt provided that any such receipt occurring on a Saturday, Sunday, holiday or after 5:00 p.m. on any business day shall be deemed to have occurred the next following business day.

ABANDONMENT: If at any time during the term of this Lease it reasonably appears to Landlord that Tenant has abandoned the Premises, then Landlord may, at his option, enter upon the Premises and take whatever actions as are reasonably necessary appropriate to preserve Landlord's interest in the Premises.

SUBORDINATION TO PRESENT OR FUTURE MORTGAGE: This Lease and all rights of Tenant are, and shall be, subject and subordinate to the lien of any mortgage which may now or hereafter encumber the Premises, and to all renewals, modifications, amendments, consolidations, replacements, future advances and extensions of the mortgage. This subordination shall be self-operative and no further instrument or subordination shall be required.

RIGHT TO CURE ENCUMBRANCES: If the Landlord shall fail to cure any defaults pertaining to any liens on the Premises so that such defaults threaten the Tenant's rights under this Lease, then the Tenant shall have the right to cure said default and to make a set-off against future rent payments.

ESTOPPEL CERTIFICATE: Tenant shall, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a written statement certifying, if the same be true, (i) that this Lease is in full force and effect; (ii) the date to which the rent and other charges are paid in advance; (iii) acknowledging that there are not any uncured defaults if any are claimed; and (iv) setting forth the date of commencement of rents and expiration of the term. This statement may be relied upon by any prospective purchaser or other third party.

QUIET ENJOYMENT: Tenant shall have the right of quiet enjoyment to the Premises as that term is defined by Florida Law.

RADON GAS: Pursuant to Fla. Stat. Sec. 404.056(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida.

ATTORNEY'S FEES: If it becomes necessary for either party to obtain the services of an attorney to enforce the provisions herein or relating to the Premises, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and all costs incurred, whether or not litigation is necessary and including all appeals.

TIME: Time is of the essence of this Lease and every term and provision of this Lease.

SEVERABILITY: It is further understood and agreed that in the event any provision of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any other provision of the agreement.

NON-WAIVER: No covenant, term, or condition, (or the breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof) shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

TERMINOLOGY: Whenever used herein, the terms "Landlord" and "Tenants" shall be construed in the singular or plural as the context may require or admit and shall be further construed to include the "Landlord's" Agent.

INTERPRETATION: This Lease has been submitted to the scrutiny of each party hereto and each party has had opportunity to have it reviewed by legal counsel. This Lease shall be given fair and reasonable interpretation in accordance with the words used herein without consideration or weight being given to its having been drafted by either party hereto or their respective legal counsel.

APPLICABLE LAW: This Lease Agreement is to be construed according to the laws of the State of Florida.

CAPTIONS: Captions and headings in this Lease Agreement are for convenience only and shall not be relied upon in construing the meaning of this Lease Agreement or any of its provisions.

NO RECORDING: Neither this Lease, nor any notice of it, shall be recorded in any public records.

FACSIMILE AND E-MAIL: Telephonically transmitted facsimile copies, and electronically scanned and e-mailed copies, of this Lease and any signatures thereon shall be considered for all purposes as originals.

COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be, and shall be taken to be, an original, and all collectively deemed one instrument.

BINDING EFFECT; SUCCESSORS AND ASSIGNS: This Lease shall be binding upon and inure to the benefit of Landlord, Tenant and their permitted successors and assigns, if any.

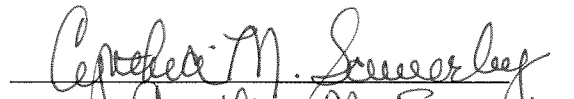
ENTIRE AGREEMENT: This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased Premises and it may be modified only by an agreement in writing executed by Landlord and Tenant with the same formalities as this Lease. This agreement shall be interpreted and enforced under the laws of the State of Florida.

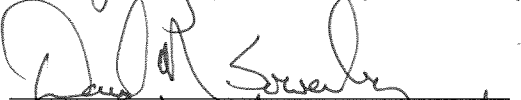
TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, either as additional terms and conditions or alterations to existing terms and conditions, shall control all printed provisions in conflict with them.

WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO THIS LEASE.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

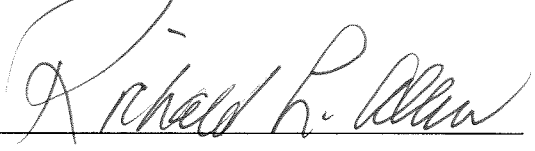
Signed, sealed and delivered
in the presence of:


Print Name: Cynthia M. Sowerby


Print Name: David N. Sowerby

"Landlord"

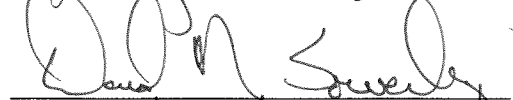
GALLERY 34949, INC., a Florida corporation

By: 
RICHARD L. ALLEN, President


Executed by Landlord on August 4th, 2015.

Signed, sealed and delivered
in the presence of:


Print Name: Cynthia M. Sowerby


Print Name: David N. Sowerby

"Tenant"


RUTH M. CLENDENIN

Executed by Tenant on August 8/4, 2015.

Prepared by and return to:

James H. McCarty, Jr.

Attorney at Law

McCarty, Naim, Focks & Keeter, P.A.

2630-A NW 41st Street

Gainesville, FL 32606

352-240-1226

File Number: Gallery--FPRA

[Space Above This Line For Recording Data]

Assignment of Lease

Know all men by these presents, that **Gallery 34949, Inc.**, a Florida corporation ("ASSIGNOR"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid to ASSIGNOR by **Fort Pierce Redevelopment Agency**, a dependent special district of the City of Fort Pierce, Florida ("ASSIGNEE"), receipt and sufficiency of which is hereby acknowledged, hereby sets over, conveys, assigns and transfers forever to ASSIGNEE that certain lease with **Ruth Clendenin**, a photocopy of which is attached hereto and made a part hereof, regarding the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

Lots 12, 13, and 14, Block 7, Ft. Pierce Beach Subdivision Unit Two, as recorded in Plat Book 6, Page 31 and as shown on the Revised Map Fort Pierce Beach, according to the plat thereof as recorded in Plat Book 8, Page(s) 29, Public Records of St. Lucie County, Florida, LESS and EXCEPT the North 5 feet of Lots 13 and 14, together with the West 5 feet of Lot 14, Block 7, of said plat conveyed to the City of Ft. Pierce, Florida, by Instrument recorded in O.R. Book 3202, Page 1269, Public Records of St. Lucie County, Florida.

and

Lot 15, Block 7, Revised Map Fort Pierce Beach, according to the plat thereof as recorded in Plat Book 8, Page(s) 29, Public Records of St. Lucie County, Florida

Parcel Identification Number: 240150101120003, 240150101090009

"ASSIGNOR" and "ASSIGNEE" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of ASSIGNOR and ASSIGNEE whenever the context so requires or admits.

Dated: **January 9, 2017**

Signed, sealed and delivered in our presence:

Amanda Story
Witness Name: Amanda Story
Alyssa A Waldo
Witness Name: Alyssa A Waldo

Gallery 34949, Inc.
By: Richard L. Allen
Richard L. Allen, President

(Corporate Seal)

State of Michigan

County of Benzie

The foregoing instrument was acknowledged before me this 9th day of January, 2017 by Richard L. Allen, President of Gallery 34949, Inc., on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Alyssa A Waldo
Notary Public

ALYSSA A WALDO
NOTARY PUBLIC - STATE OF MICHIGAN
MANISTEE COUNTY
Printed Name: Alyssa A Waldo
My Commission Expires August 22, 2021 My Commission Expires: 8/22/21
Acting in the County of Benzie

City Commission Conference Agenda

4. d.

Meeting Date: 06/08/2020

Re: Special Events

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion of permitting of special events in the wake of the Coronavirus pandemic.

Form Review

Inbox

City Manager

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 06/03/2020

Reviewed By

Nick Mimms

Nick Mimms

Date

06/03/2020 12:09 PM

06/03/2020 12:09 PM

Started On: 06/01/2020 08:02 AM

City Commission Conference Agenda

4. e.

Meeting Date: 06/08/2020

Re:

SUBJECT:

Annual performance review - Nicholas Mimms, City Manager

Attachments

Contract

2020-2021 Calendar & 2019 Annual Report

2020 Fort Pierce Strategic Plan

Form Review

Form Started By: Linda Cox
Final Approval Date: 05/27/2020

Started On: 05/27/2020 10:47 AM

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

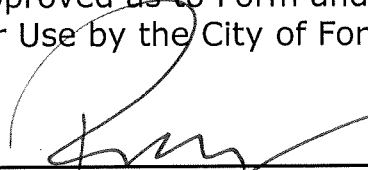
ATTEST: -


Linda Cox, City Clerk

EMPLOYEE:


Nicholas Mimms

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


Robert V. Schwerfer, Esq.
City Attorney

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

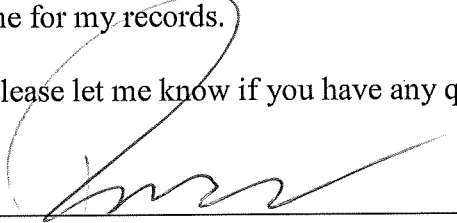
M E M O R A N D U M

TO: Nicholas Mimms, City Manager
FROM: Robert V. Schwerer, City Attorney
SUBJECT: City Manager Employment Agreement
DATE: December 18, 2015

RECEIVED
TIME _____
DEC 18 2015
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Attached is the original of the City Manager Employment Agreement approved as to form and correctness by this office. The agreement is anticipated to be approved by the City Commission at their December 21 meeting. Please have the same executed by the Mayor and return a copy to me for my records.

Please let me know if you have any questions.



Robert V. Schwerer, Esq.
City Attorney

/mlp
Attachment



Interoffice Memorandum

City Clerk'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.



COVER BY: DESIREE KANE

CITY OF FORT PIERCE
2020-2021
CALENDAR & 2019 ANNUAL REPORT

“Our Fort Pierce Vision in 2020 is looking forward to a decade of progress and promise,” said Mayor Linda Hudson. “Our accomplishments of the last decade promise to produce meaningful and visible improvement in economic development, tourism, community engagement and pride. We are excited about the prospect of moving forward together to improve the whole city.”



CITY OF FORT PIERCE 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.”



It is my distinct honor to present the 2019 Annual Report and 2020 Calendar for the beautiful City of Fort Pierce. Over this past year, staff has worked hard to deliver on strategic plan priorities, as highlighted in this report. Overall, Fort Pierce is in the midst of momentous transition and I am extremely proud of the work we are doing to help propel the city forward.

With the guidance and policy direction of the City Commission, the City of Fort Pierce is poised to enter 2020 in a strong position, and we will continue to further many of the projects and initiatives that began in 2019. Major initiatives for the upcoming year include the development of King's Landing, revitalization of the Old Saint Anastasia School, redevelopment of Fisherman's Wharf, implementation of various infrastructure projects, completing the Oaks at Moore's Creek residential development, creating new opportunities for retail recruitment and business retention, and new incentives to entice economic development.

Below is a snippet of the list of accomplishments by this organization which would not have been possible without the strong leadership of the City Commission and the spectacular performance of our employees that strive each day to provide the excellent customer service that our residents have come to expect.

CITY OF FORT PIERCE ACCOMPLISHMENTS

- Welcomed 480 new businesses to the City of Fort Pierce!
- Secured lease agreement for Crabby's Dockside at the Fort Pierce City Marina.
- Issued a Request for Proposals for the former H.D. King Plant Site and entered into Development Agreement with Audubon Development for the \$85 million dollar King's Landing development.
- Coordinated the 4th Annual City of Fort Pierce Job Fair with CareerSource Research Coast with over 100 employers participating.
- Held a free outdoor movie series called "Movies in the Fort" engaging with residents in various neighborhoods.
- Had the most youth participate in the annual Great American Cleanup event over the past decade.
- Created four new citizen boards to ensure that the voices of our residents are heard and represented when making important decisions: Parking Committee, Youth Council, Parks Advisory Committee and Infrastructure Surtax Committee.
- Hosted several community input meetings including Lincoln Park, Edgartown and CRA Plan Update. The City also sought community input regarding the redevelopment of Fisherman's Wharf, Local Food-Local Places and Communications.
- Launched the Way to Grow Lincoln Park grant program aimed to assist in the restoration, renovation and repair of commercial facades in Lincoln Park along the Avenue D corridor.
- Held the Annual Unity in Our Community Festival bringing children and families together for a day of education and fun.
- Launched a new micro mobility mode of transportation with the e-scooter share pilot program.
- Continued to beautify the community with installation of new street signs in the Peacock Arts District, murals, traffic box wraps and improved landscaping.
- Held the Annual City of Lights Decorating Contest that incorporated tours highlighting the community's history, culture and economic development.

FORT PIERCE CITY COMMISSION



From left to right: Rufus J. Alexander, District 1; Jeremiah Johnson, District 2; Linda Hudson, Mayor; Reginald B. Sessions, District 1; Thomas K. Perona, District 2





FORT PIERCE FIREHAWKS YOUTH FOOTBALL & CHEER

The Fort Pierce FireHawks Youth Football & Cheer program is just one of several youth programs initiated with the start of the City's Public Works Recreation Division. This program ran from August to November of 2019 and consisted of 8 football teams and 4 cheer teams totaling 320 children. This program aligns with the City's vision of creating student athletes with an emphasis on "student." Each child is required to turn in report cards and progress reports and some coaches even implement study hall sessions.

In 2019, 5 football teams competed in the post season playoffs with our 12U and 14U teams making it to the Treasure Coast Football Conference Championships. The teams played extremely hard and showed outstanding sportsmanship.

With over 100 hours of practice conditioning and training, the youth are creating bonds on and off the field. They are learning the fundamentals of a sport while developing self-discipline, gaining self confidence and promoting good citizenship with sound character. We are beyond proud of this program and are looking forward to a successful 2020 season.

UNITY IN OUR COMMUNITY



Unity In Our Community is a fun, family-friendly event that brings nonprofit organizations together and strengthens the relationship between the community and the Fort Pierce Police Department.

In 2019, the Fort Pierce Police Department held its **3rd Annual Unity In Our Community** which showcased more than 50 local non-profit agencies and attracted more than **1,000 attendees**.

This event was made possible through the generous donations and sponsorships of Dyer Difference, Children's Services Council of St. Lucie County, Lawnwood Regional Medical Center and Heart Institute, Fort Pierce Housing Authority, Coca-Cola Florida, Natalie's Orchid Island and the City of Fort Pierce.

COURAGEOUS KIDS



The Police Department is focused on crime reduction and community engagement. As part of the Department's Courageous Kids program, every Tuesday, Officers, volunteers and parents gather at First Step Park with neighborhood youth. The children participate in a range of sports and academic activities and end with a nutritious meal, provided by Sarah's Kitchen. In 2019, **FPPD reached over 2,600 children in the Courageous Kids program and participated in over 600 community events.**



GOLF CAMPS FOR YOUTH

In 2019, Indian Hills Golf Course hosted the Junior Golf Camps during June and July. Children that didn't have clubs were provided their own clubs and golf bag at no charge. Children under 15, accompanied by an adult, played for free. Indian Hills Gold Course also kicked off the First Tee Program with the Boys & Girls Club and welcomed back the PACE Center for girls for the summer.

PROVIDING SAFE AND SECURE LEARNING ENVIRONMENTS



In September 2019, the Fort Pierce Police Department received funding from the Fort Pierce Redevelopment Agency to provide three Police Officers to serve as School Resource Officers (SRO). In partnership with the Saint Lucie County Sheriff's Office School Resource Officers Program, Fort Pierce Police Officers were assigned to Chester A. Moore Elementary and Dan McCarty Middle School.

The SRO's main purpose is to safeguard the students, staff, visitors and school campus. SRO's also provide positive student engagement, such as reading in the classrooms and crime prevention presentations. Officers have a visible presence on and off campus, and participate in weekly off campus activities with students. In this first school semester, they have successfully united students suffering mental health crisis with the proper resources.

They have worked with students, families and school officials to give several first time juvenile offenders

alternatives to arrest through providing opportunities to rehabilitate outside of the criminal justice system through the Juvenile Civil Diversion program. Additionally, the officers provide monthly Code Red active shooter training for staff and students.

The Police Department has recently purchased two Segway Patrollers to increase visibility and improve response time to incidents on the school campus. With the help of the funding from the FPRA, the Fort Pierce Police Department has taken their mission of *"Reducing crime and improving the quality of life through collaborative partnerships"* into our classrooms to safeguard our children.

PAINT OUR TOWN PROGRAM

The City of Fort Pierce's Paint Our Town program is a collaborative effort between the City, local businesses and area nonprofits to assist Fort Pierce homeowners who cannot maintain the exterior of their homes. The City purchases the paint, paint supplies, and materials needed for. Area nonprofits donate their time and talents providing house painting services at no charge to the homeowner. 5 houses were painted in 2019 thanks to the Paint Our Town Program. *"We believe the Paint Our Town program will boost the City of Fort Pierce's efforts to increase civic pride by stopping the deterioration of properties and improving the overall appearance of our historic neighborhoods,"* explained Fort Pierce Mayor, Linda Hudson.

SAFE CITY, FORT PIERCE

#61



In 2019, the National Council for Home Safety and Security by Alarms.org ranked *the City of Fort Pierce as 61st safest cities in Florida!*

CITY OF FORT PIERCE BEGINS HALF CENT IMPROVEMENTS



Thanks to voter support from the November 2018 ballot, the City of Fort Pierce is tackling several backlogged projects that were featured during the Half Cent campaign, *"Better Roads, More Sidewalks and Cleaner Water."* The total road construction of South 7th Street was the first project completed through this initiative. The City of Fort Pierce is focused on improving the quality of roads, enhancing the water quality and making pedestrian walkways safer for everyone. For a list of projects, visit: <http://bit.ly/FortPierceSalesTax>



REDEVELOPMENT OF OLD ST. ANASTASIA SCHOOL UNDERWAY

Following a request for proposals, the Fort Pierce Redevelopment Agency approved the lease agreement between the Fort Pierce Redevelopment Agency and The Lindsay School of the Arts to lease and improve the Old St. Anastasia School. Built in 1914, the historic St. Anastasia Catholic School is located on the corner of Orange Avenue and 10th Street, the western gateway to the new Peacock Arts District. In 2000, the building was added to the U.S. National Register of Historic Places and in 2007 the Fort Pierce Redevelopment Agency was able to acquire the property. After damage from Hurricane Frances and Jeanne in 2004, the structure was in a state of decline. The building has since been stabilized with a new roof in 2008 and new impact resistant windows in 2014. The City of Fort Pierce is looking forward to The Lindsay School of the Arts restoring the building to its former glory and creating a community facility to showcase the vibrant arts in Fort Pierce.



FORTMADE FOCUSES ON THRIVING BUSINESSES



The City of Fort Pierce launched a business engagement campaign called “Fort Made” that featured the success stories of everyday business owners in Fort Pierce. They share their own personal experiences and explain why Fort Pierce is a great place to do business. In 2019, the city profiled 10 businesses. Each story is unique and captures the city’s diverse economy and community. For more FortMade stories, visit:

<http://www.cityoffortpiece.com/806/Fort-Made>



KING'S LANDING COMING TO FORT PIERCE

For years the City of Fort Pierce and Fort Pierce Redevelopment Agency has worked tirelessly to find the right redevelopment project for the former H.D. King Plant Site in Downtown Fort Pierce and in 2019, history was made. Following a competitive bid process, the FPRA Board selected Audubon Development as the highest ranked bidder in June 2019.

After approximately six months of negotiation, the development agreement for King's Landing was approved by the FPRA Board on November 12, 2019 and was officially executed on December 2, 2019 by the Fort Pierce City Commission. The estimated \$85-million development is slated to boast a hotel, residential, retail, office space and public infrastructure improvements like the Moore's Creek promenade and pedestrian bridge. The City of Fort Pierce is looking forward to the completion of this monumental project.

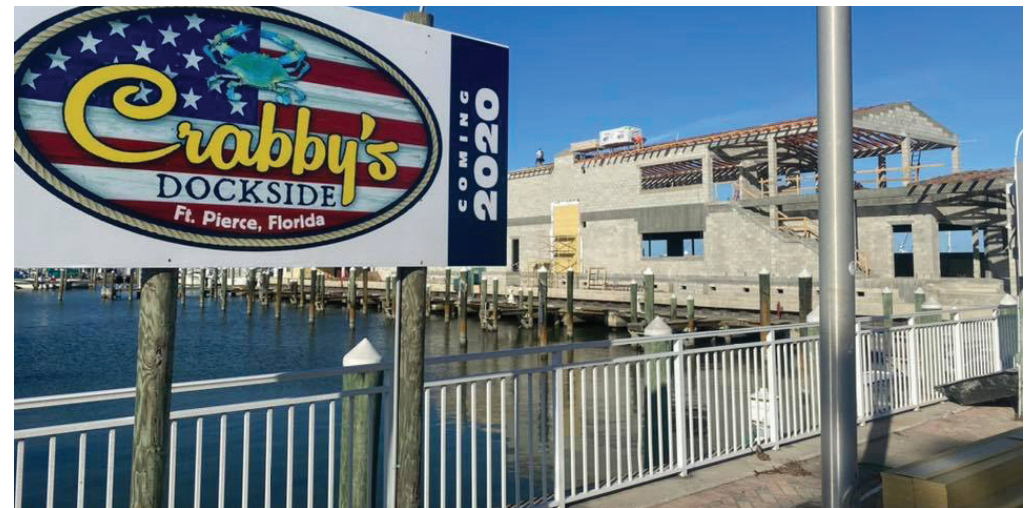


COMMERCIAL INVESTMENT INCREASED BY 60%

VALUE OF COMMERCIAL PROJECTS CONSTRUCTED

FY 2017-18	\$15.8 million
FY 2018-19	\$25.5 million

The value of new commercial projects constructed is a key measure that allows you to trace the amount of new commercial investment in the City of Fort Pierce. It is calculated by adding all of the estimated costs of commercial construction values on building permits in a given timeframe.



NEW WATERFRONT RESTAURANT

In 2019, the City Commission approved the lease agreement with Crabby's Dockside, an 8,500 square foot, two-story restaurant overlooking the Indian River Lagoon. The proposed development will complement the City of Fort Pierce Marina and the City of Fort Pierce Riverwalk. The tentative completion and opening date for Crabby's Dockside is summer 2020.



CITY OF FORT PIERCE NAMED A NATIONAL FINALIST TO GROW LOCAL FOOD ECONOMY

In May 2019, the Trump Administration announced the City of Fort Pierce as one of 15 communities selected to participate in Local Foods, Local Places (LFLP), a federal initiative that helps communities reinvest in existing neighborhoods and improve quality of life as they develop the local food economy.



Through LFLP, a team of agricultural, environmental, public health and regional economic development experts will work directly with the City of Fort Pierce and other community leaders to educate and promote to residents the benefits of growing, *continued...*

selling and consuming local, healthy food, participating in physical activities and the importance of protecting the environment and water quality.

“The City of Fort Pierce is immensely proud to have been chosen to participate in this collaborative national initiative,” said City Manager Nicholas Mimms. “Our partnership with ‘Local Foods, Local Places,’ the United States Environmental Protection Agency, the United States Department of Agriculture and the Northern Border Regional Commission will undoubtedly complement community efforts to preserve open spaces, protect environmental quality and enhance the wellness of our children and families. The Fort Pierce community is strong, resilient and this united effort will definitely propel our sustainability.”

REDEVELOPMENT PLAN UPDATE

Throughout 2019, the Fort Pierce Redevelopment Agency collaborated with both public and private partners to update the Community Redevelopment Plan which addresses new and emerging issues and opportunities within the City of Fort Pierce Redevelopment Area. The city hosted five community outreach meetings in various neighborhoods to gather integral input from the citizens and stakeholders in Fort Pierce. *continued...*



Last revised in 2001, the City of Fort Pierce Community Redevelopment Plan is being updated to reflect the newest challenges and opportunities currently facing the redevelopment area. This Plan will primarily address existing conditions within the Redevelopment Area and provide Goals, Objectives, Policies and Projects that will guide future redevelopment within the community. The Fort Pierce Redevelopment Agency was established in 1982 to guide the city in its redevelopment efforts. The purpose of the FRPA is to revitalize both the physical and economic environment within the Redevelopment Area.

CITY ENGAGES THE COMMUNITY

In 2019, the City of Fort Pierce continued to engage the community through several community input meetings. These meetings are designed to provide additional opportunities for residents, business owners, business operators and visitors to share their vision for the future of Fort Pierce.



LIST OF 2019 COMMUNITY INPUT MEETINGS:

- [FISHERMAN'S WHARF REDEVELOPMENT](#)
- [LINCOLN PARK POPUP REVITALIZATION](#)
- [COMMUNICATIONS SURVEY](#)
- [CRA PLAN UPDATES](#)
- [EDGARTOWN COMMUNITY MEETING](#)
- [LOCAL FOOD; LOCAL PLACES WORKSHOP](#)



GET INVOLVED

The City of Fort Pierce provides several opportunities for citizens to serve, get involved and take action! From boards and committees to volunteering on various projects and events, each board and committee serves a unique purpose by providing insight and feedback to the City Commission. By serving, it allows citizens to get involved in the behind the scenes work and help make decisions that propel the city forward. New Boards added in 2019 include: the Fort Pierce Youth Council, Parks Advisory Committee, the Parking Committee and the Infrastructure Surtax Committee. For a complete list boards, go to: <http://www.cityoffortpierce.com/144/Boards-Committees>

CITY ENGAGEMENT EVENTS

- | | |
|------------------------------------|------------------------------|
| SCAVENGER HUNT (CITY GOV'T. WEEK) | CITIZENS ACADEMY |
| CITY OF LIGHTS TROLLEY TOURS | BLESSING OF THE FLEET |
| CITY HALL SELFIE DAY | LINCOLN PARK BUSINESS EXPO |
| 2ND ANNUAL STATE OF THE CITY | GREAT AMERICAN CLEANUP |
| MOVIES IN THE FORT | CITY OF FORT PIERCE JOB FAIR |
| PUBLIC WORKS OPEN HOUSE | TRICK OR TREAT ON 2ND STREET |
| HIGHWAYMEN HERITAGE TRAIL FESTIVAL | FIRST HOME BUYER SEMINAR |



MOVIES IN THE FORT



Hollywood stars debuted under Fort Pierce skies as “Movies in the Fort” brought big-screen entertainment to Fort Pierce local parks for the very first time. On various Friday nights from January to May 2019, parks in six local neighborhoods hosted free outdoor movies featuring today’s blockbusters and classic family favorites. Movies in the Fort gave residents in all parts of the city an opportunity to engage with their neighbors and community. Fort Pierce is committed to increasing access to family-friendly cultural opportunities, and this new movie-series is a perfect example of this work.



**THERE'S
ALWAYS
SOMETHING
TO DO IN
FORT PIERCE**

In October 2019, the City of Fort Pierce partnered with the Downtown Business Alliance for Trick or Treat on 2nd Street and Movies in the Fort. The hallowing adventure was free fun for all in beautiful Downtown Fort Pierce where thousands gathered to trick or treat safely on Halloween. The City of Fort Pierce lit up the night with the Halloween classic, “A Nightmare Before Christmas,” on the lawn of Marina Square on N. Indian River Drive.



REVITALIZING THE PEACOCK ARTS DISTRICT

The City of Fort Pierce continued to beautify the Peacock Arts District (PAD) with the installation of new street pole banners and decorative street signs. New banners were installed on Orange Avenue, Delaware Avenue, 7th Street and 10th Street. The new artwork created by the community demonstrates the vibrancy of the city and highlights Fort Pierce as an arts destination by celebrating the creativity of local artists and delineate the new arts district.

The City received over 100 entries during the PAD banner contest and a total of 23 designs were selected to be displayed. The contest highlighted incredible talent in this community, ranging from elementary-age students from Creative Arts Academy of St. Lucie (CAST) to professional local artists. Furthermore, new decorative street signs were also installed throughout the PAD. The City brightened up the corners with purple street signs featuring the PAD logo, firmly branding the district with its own unique flair.

The new banners and street signs join other PAD beautification efforts such as the painted pot project and the mural program. The City's goal for the Peacock Arts District is to create a bright, attractive, eclectic environment that celebrates the arts and encourages private investment that builds and supports the local economy.

GOLD HAMMER & NEIGHBORHOOD GEM

The Mayor's Gold Hammer Award and the Neighborhood Gem are presented twice a year at Coffee with the Mayor. The awards showcase improvement projects throughout the City of Fort Pierce. The Gold Hammer Award recognizes recipients that have added value to their neighborhoods by restoring, constructing or enhancing their properties in a way that contributes to the character of their surroundings. The Neighborhood Gem Award focuses on yard and/or outdoor improvements that show pride of place, encouraging others to improve the attractiveness and cleanliness of their homes. Both awards contribute to safer, cleaner neighborhoods and a sense of community that will improve the quality of life throughout the City of Fort Pierce. For a list of all winners, visit:

<https://www.cityoffortpiece.com/845/Gold-Hammer-Neighborhood-Gem>



Carlos Gonzales and Gloria Cotroneo | 704 S. 6th Street



Bruce And Margaret Mackenzie
1815 Bayshore Drive



Francisco Ramirez & Josefina Valentin
1119 Alameda Avenue



The Ayala Family
1610 Coronado Avenue



Chic-Fil-A | 5560 Okeechobee Rd.



2019 CITY OF LIGHTS WINNERS

- LEONA KNIGHT, 812 S. 29TH ST.
- AVENUE D FIRE STATION

In 2019, the City hosted its 4th Annual City of Lights Decorating Contest which is designed to encourage the community to decorate and beautify their homes, businesses and neighborhoods during the holiday season. The City's focus is to engage citizens to share in the holiday spirit – whether decorating themselves, nominating a friend or neighbor, or driving around to see the lights, it's fun for the whole family. To top things off, the City hosted the 3rd Annual Trolley Tours where over 350 riders enjoyed Christmas carols and hot cocoa while the trolley toured Fort Pierce looking at the beautiful decorations from the City of Lights finalists.

FOR THE FORT CORRIDOR CLEANUPS

As part of an ongoing litter-prevention initiative, the quarterly corridor cleanups focus on highly trafficked commercial corridors throughout our community. The first quarterly cleanup was Saturday, October 5, 2019 on South US1. Volunteers met at the former Kmart Plaza on the corner of US1 and Virginia Avenue and took to the streets to pick up litter. Residents, businesses, visitors, families, students community groups came out to volunteer. The Corridor Cleanups are an excellent opportunity for our community to shine and take pride in the community.



NEXT CLEANUP DATES:
Saturday, April 18, 2020
Saturday, July 25, 2020

CITY OF FORT PIERCE ENHANCES TRAFFIC BOXES



The City of Fort Pierce brightened the community by enhancing the dull, metal plated traffic signal boxes with stunning Fort Pierce photography and illustrations. 15 traffic boxes have been decorated throughout the city and are colorfully themed in accordance with the intersection.

For example, Avenue H and US 1 features a gorgeous night-time photo of a ship in the Port which is seconds down the road from the Port of Fort Pierce. Another

beautiful example sits on the corner of Orange Avenue and Indian River Drive where watercolor orange blossoms, wrap the traffic box and light up the intersection. Orange Avenue and 5th Street, as another example, captures the history of Fort Pierce with a collage of retro photos and postcards some dating back to the 1900's and sits near the historic Arcade Building.

The City of Fort Pierce anticipates several more traffic boxes to be completed in 2020. Kudos to all the photographers that shared their beautiful photos to be featured on the boxes throughout the city.





SCOOTER SHARE PROGRAM

Zagster, in partnership with the City of Fort Pierce, launched the city's new e-scooter share program on September 12, 2019 at Marina Square. This is the first scooter share program in St. Lucie County.

Since February 2018, the City of Fort Pierce has been working with Zagster and St. Lucie County to operate the existing bike share program. The bike share program has been extremely successful by filling transit gaps, providing connections between the parks and beaches, creating recreation for residents and visitors and putting key destinations on the map.

To build on this success and to help move mobility forward, the City of Fort Pierce entered into a short-term, one-year agreement with Zagster to add an e-scooter share into the fleet to extend access to more types of riders. E-scooters are used primarily for transit, which makes them a great tool for plugging transit gaps for last minute distances.

BEACH ACCESS FOR ALL!

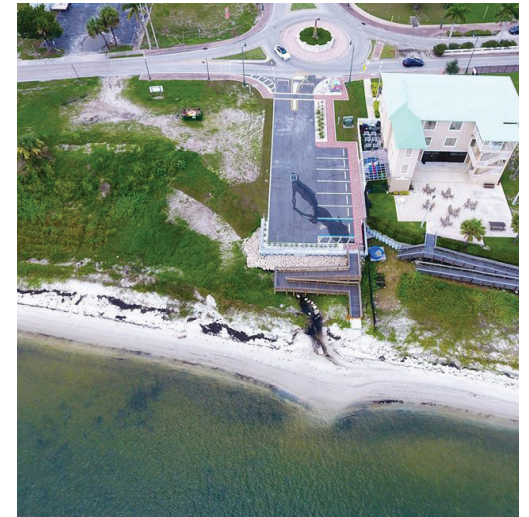
In April 2019, the City of Fort Pierce installed a beach access mat at South Causeway Park (420 Seaway Drive). The mat provides improved accessibility for residents and visitors with mobility impairments. It also provides improved access for pedestrians and users of strollers and beach carts.

Funded by the Fort Pierce Lions Club, the mat is 75 feet long and leads beachgoers from the handicapped-accessible pavilion to the pristine Intracoastal Waterway.



CITY OF FORT PIERCE INSTALLS NEW DOCKS AT MOORE'S CREEK BOAT RAMP

The City of Fort Pierce constructed new boat ramps at Moore's Creek by the Manatee Center in beautiful Downtown Fort Pierce. The original 2-dock system was severely damaged by Hurricanes Frances and Jeanne then completely eradicated by Hurricane Wilma. The City of Fort Pierce received two grants from FIND and FWC for supplemental construction funding for the new ramp system. The new design includes three floating docks at 30 feet long, creating five launch lanes for boaters. An 8-foot-wide by 95-foot-long fixed dock constructed along the east seawall at the mouth of Moore's Creek giving boaters a safe staging area. The project is now complete for all boaters to enjoy.



NEW KAYAK LAUNCH

The City of Fort Pierce announced the opening of a new public kayak launch in 2019, located at the intersection of Citrus Avenue and Indian River Drive in Downtown Fort Pierce. Fort Pierce visitors and residents now have a new access point to enjoy the tranquility of the Indian River Lagoon.



CITY ATTRACTS NATIONAL SPORTING EVENTS

- **OCTOBER 2019**
U.S. NATIONAL FIREFIGHTER COMBAT CHALLENGE
- **COMING APRIL 2020**
SOUTHERN KINGFISH ASSOCIATION NATIONAL CHAMPIONSHIP

Thanks to our partnership with St. Lucie County Tourist Development Council and Treasure Coast Sports Commission



VOICI BERNADETTE MAKES ARTIFICIAL REEF OFF FORT PIERCE

Avid anglers, divers, spearman and ocean lovers have a new reef just off shore. The Voici Bernadette was a 180-foot vessel acquired by St. Lucie County from U. S. Customs and Border Protection Agency. The ship was cleaned, inspected and deployed off the coast in roughly 100 feet of water and became an artificial reef on Sunday, June 23, 2019. The official GPS coordinates are:

*Wheelhouse coordinates - 80*02.985' 27*23.870'*

*Bow coordinates - 80*02.970', 27*23.865'*

SUNRISE THEATRE EXPANDS PROGRAMMING



The programming at the Historic Sunrise Theatre expanded in 2019 by offering a wider variety of shows for all to enjoy. Additionally, the Sunrise's involvement in community events was greatly intensified including outreach and fundraising partnerships with the following organizations: IMPACT, Bluebird Educational Foundation, The United Way, Delta Theta Sigma and St. Lucie County Children Services Council. The Sunrise Theatre also continued their School Time Performance series with three performances bringing in over 3,000 students to educational events.

BEST MARINA AWARD



In 2019, the Fort Pierce City Marina has been awarded Best Marina 2020 by Indian River Magazine. The award puts it in the top 2 percent of U.S. marinas listed on that site. It features a state-of-the-art dock system with more than 200 slips and storm protection in the form of innovative man-made islands to block heavy waves. It has free Wi-Fi, two fueling stations, water hook-ups, electricity, complimentary pump-outs, transient and longer-term dockage, a boat ramp and even a fish-cleaning and weigh station.



© Lisa Ann

BY: LISA ANN

APRIL

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3 FRIDAY FEST	4 INDIAN HILLS OPEN
5	6 CITY COMMISSION MEETING	7	8	9	10	11
12	13 CITY COMMISSION CONFERENCE AGENDA MEETING	14	15	16	17 COFFEE WITH THE MAYOR	18 FOR THE FORT CORRIDOR CLEANUP
19	20 CITY COMMISSION MEETING	21	22	23	24	25
26	27	28 FORT PIERCE REDEVELOPMENT AGENCY MEETING	29	30		



BY: KYLE KAUFFEMAN

MAY

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 FRIDAY FEST	2
3	4 CITY COMMISSION MEETING	5	6	7	8	9
10 NATIONAL POLICE WEEK	11 CITY COMMISSION CONFERENCE AGENDA MEETING	12	13	14	15 COFFEE WITH THE MAYOR	16 US COAST GUARD FORT PIERCE OPEN HOUSE PUBLIC WORKS OPEN HOUSE
17	18 CITY COMMISSION MEETING	19	20	21	22	23
24	25 CITY HALL CLOSED MEMORIAL DAY	26	27	28	29	30
31						

Ayala
FILMS

BY: ANDRES AYALA



JUNE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 CITY COMMISSION MEETING	2	3	4	5 FRIDAY FEST	6
7	8 CITY COMMISSION CONFERENCE AGENDA MEETING	9	10	11	12	13
14	15 CITY COMMISSION MEETING	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				



BY: DAMIAN SPOTTS

JULY

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3 CITY HALL CLOSED FRIDAY FEST	4 INDEPENDENCE DAY
5	6 CITY COMMISSION MEETING	7	8	9 FPPD UNITY IN OUR COMMUNITY	10	11
12	13 CITY COMMISSION CONFERENCE AGENDA MEETING	14	15	16	17	18 FOR THE FORT CORRIDOR CLEANUP
19	20 CITY COMMISSION MEETING	21	22	23	24	25
26	27	28 FORT PIERCE REDEVELOPMENT AGENCY MEETING	29	30	31	

AUGUST

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3 CITY COMMISSION MEETING	4 FORT PIERCE POLICE DEPARTMENT NATIONAL NIGHT OUT	5	6	7 FRIDAY FEST	8
9	10 CITY COMMISSION CONFERENCE AGENDA MEETING	11	12	13	14 JAZZ ON MOORE'S CREEK	15
16	17 CITY COMMISSION MEETING	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



BY: GREGORY ANDERSON

SEPTEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4 FRIDAY FEST	5
6	7 CITY HALL CLOSED LABOR DAY	8 CITY COMMISSION MEETING	9	10	11 9/11 MEMORIAL CEREMONY	12
13	14 CITY COMMISSION CONFERENCE AGENDA MEETING	15	16	17	18 LINCOLN PARK BUSINESS EXPO COFFEE WITH THE MAYOR	19
20	21 CITY COMMISSION MEETING	22	23	24	25	26
27	28	29	30			



OCTOBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2 FRIDAY FEST	3
4	5 CITY COMMISSION MEETING	6	7	8	9	10
11	12 CITY COMMISSION CONFERENCE AGENDA MEETING	13	14	15	16 COFFEE WITH THE MAYOR	17
18	19 CITY GOVERNMENT WEEK CITY COMMISSION MEETING	20	21	22	23	24 INDIAN RIVER LAGOON SCIENCE FEST
25	26	27 FORT PIERCE REDEVELOPMENT AGENCY MEETING	28 GHOST OF FORT PIERCE PAST WALKING TOURS	29 GHOST OF FORT PIERCE PAST WALKING TOURS	30	31 TRICK OR TREAT ON 2ND ST. FPPD TRUNK OR TREAT



BY: MICHAEL A. EVANS

NOVEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 CITY COMMISSION MEETING	3	4	5	6 FRIDAY FEST	7
8	9 CITY COMMISSION CONFERENCE AGENDA MEETING	10	11 VETERANS DAY CITY HALL CLOSED	12 REFLECTIONS OF THE FUTURE ART SHOW	13	14
15	16 CITY COMMISSION MEETING	17	18	19	20 COFFEE WITH THE MAYOR	21
22	23	24	25	26 INDIAN HILLS GOLF COURSE TURKEY SHOOTOUT CITY HALL CLOSED THANKSGIVING DAY	27 CITY HALL CLOSED	28
29	30					



BY: SHYANNE HELMS

DECEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4 FRIDAY FEST	5
6 ANNUAL SIGHTS AND SOUNDS ON SECOND FESTIVAL & PARADE	7 CITY COMMISSION MEETING	8	9	10	11	12
13	14 CITY COMMISSION CONFERENCE AGENDA MEETING	15	16	17	18 COFFEE WITH THE MAYOR	19
20	21 CITY COMMISSION MEETING	22	23	24 CITY HALL CLOSED CHRISTMAS EVE	25 CITY HALL CLOSED CHRISTMAS DAY	26
27	28	29	30	31		



BY: JOE SEMKOW

JANUARY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 CITY HALL CLOSED NEW YEAR'S DAY	2
3	4 CITY COMMISSION MEETING	5	6	7	8 FRIDAY FEST	9
10	11 CITY COMMISSION CONFERENCE AGENDA MEETING	12	13	14	15 COFFEE WITH THE MAYOR	16 TREASURE COAST HISTORY FESTIVAL
17	18 MLK JR. PARADE CITY HALL CLOSED DR. MARTIN LUTHER KING JR. DAY	19 CITY COMMISSION MEETING	20	21	22	23
24	25	26	27	28 6TH ANNUAL CITY OF FORT PIERCE JOB FAIR	29	30
31						



BY: SHARON OWENS

FEBRUARY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 CITY COMMISSION MEETING	2	3	4	5 FRIDAY FEST	6
7	8 CITY COMMISSION CONFERENCE AGENDA MEETING	9	10	11	12	13
14	15 CITY HALL CLOSED PRESIDENT'S DAY	16 CITY COMMISSION MEETING	17	18	19 COFFEE WITH THE MAYOR	20 HIGHWAYMEN HERITAGE TRAIL ART SHOW & FESTIVAL
21	22 CITY COMMISSION MEETING	23	24	25	26	27
28						



BY: TERRIE SELPH

MARCH

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 CITY COMMISSION MEETING	2	3	4	5 FRIDAY FEST	6 GREAT AMERICAN CLEANUP
7	8 CITY COMMISSION CONFERENCE AGENDA MEETING	9	10	11	12	13
14	15 CITY COMMISSION MEETING	16	17	18	19 COFFEE WITH THE MAYOR	20 SANDY SHOES FESTIVAL
21	22	23	24	25	26	27
28	29	30	31			

BOARDS & COMMITTEES

ARTS AND CULTURE ADVISORY BOARD meets on the 2nd Thursday of each month at 2:00 p.m. The board advises the City Commission on matters pertaining to Arts and Culture and Art in Public Places (AIPP) projects and promotes outreach and involvement of the community. Members must be city residents.

BOARD OF ADJUSTMENT meets on the 4th Thursday of the month at 6:00 p.m. The board reviews and votes on variance and special exception applications along with appeals. Members must be a St. Lucie County resident and financial disclosure to the State of Florida is required.

BOARD OF EXAMINERS OF CONTRACTORS meets on the 2nd Tuesday of each month at 9:00 a.m. The board provides practical and adequate control of all contractors in the construction trades in the city. Members must be a St. Lucie County resident for at least two years representing specific fields.

CIVIL SERVICE APPEALS BOARD meets as needed to hear employee appeals, conduct investigations and enforce a code of rules. Members must be St. Lucie County residents and not an employee of the city.

COMMUNITYWIDE COUNCIL meets as needed at 6:00 p.m. (Two or three times per year). The Council reviews the city's Community Development Block Grant (CDBG) Program Annual Action Plan, economic development business loan applications, non-profit organizations' request for funding applications and proposed projects for recommendations to staff and City Commission. Members must represent specific targeted areas and be a city resident and financial disclosure to the State of Florida is required.

COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE meets on the 3rd Wednesday of each month at 2:00 p.m. Its function is to study, review and provide recommendations, guidance and advice as to matters relevant to the purposes and goals of the Fort Pierce Redevelopment Agency. Members must be a resident within the district boundaries, own a business or be a financial executive of a business within the CRA boundaries.

FORT PIERCE UTILITIES AUTHORITY meets on the 1st and 3rd Tuesday of each month at 4:00 p.m. In 1972, the citizens of Fort Pierce voted by referendum to create the Fort Pierce Utilities Authority which oversees utility services provide to city residents. Members must be a qualified elector of the City and have no business relationship with FPUA; financial disclosure to the State of Florida is required.

HISTORIC PRESERVATION BOARD meets on the 4th Monday of each month at 6:00 p.m. This board handles many tasks including maintaining historic district boundaries and monitoring the upkeep of the local register of historic sites and districts. Members must be city residents or operate a business in the City. Financial disclosure to the State of Florida is required.

INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE meets on the 2nd Thursday of each month at 3:00 p.m. This committee reviews projects funded by the Infrastructure Surtax and issuance of reports to the City Commission to insure transparency and to provide the citizens of the City with the assurance that funds are being spent in the manner approved by the voters and in accordance with state law. All members must be a resident of the City of Fort Pierce.

KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD meets on the 2nd Tuesday of each month at 12:00 p.m. along with the Tree Board. The board engages, educates and empowers community members to take greater responsibility for creating a clean and beautiful city through litter abatement, waste reduction, recycling and community beautification in order to improve health and prosperity of our community. Members must be city residents or own a business in the city. There is one seat dedicated for a St. Lucie County resident.

PARKING COMMITTEE meets on the 2nd Wednesday of each month at 9:00 a.m. The committee will evaluate the effectiveness of parking resources and make recommendations to the City Commission on policy, procedures or improvements to enhance parking. Members shall be residents, property owners or business owners in the City of Fort Pierce.

PARKS ADVISORY COMMITTEE meets on the 2nd Tuesday of each month at 10:00 a.m. This group provides input to the City Commission on park related activities and policy; they review naming requests and conduct research on issues as requested by the City Commission. Members must be residents of the city.

PLANNING BOARD meets on the 2nd Tuesday of each month at 6:00 p.m. This board is essential in reviewing and influencing the management of growth in Fort Pierce. Members must be a city resident for at least two years and financial disclosure to the State of Florida is required.

POLICE COMMUNITY ADVISORY COMMITTEE meets on the 2nd Thursday of each month at 4:30 p.m. Its main purpose is to facilitate interaction, build trust and mutual respect and improve understanding between Citizens and their Police Department. Eligible individuals will be residents of the City of Fort Pierce.

POLICE OFFICERS RETIREMENT FUND BOARD OF TRUSTEES meet quarterly. The Board is responsible for administering the trust fund and members must be a city resident and financial disclosure to the State of Florida is required.

SUNRISE THEATRE ADVISORY BOARD meets on the 2nd Tuesday of even months at 12:30 p.m. at the Sunrise Theatre. This Board serves as a liaison between the community and the Theater. Members must be city residents however there are seats dedicated for St. Lucie County and neighboring county representation.

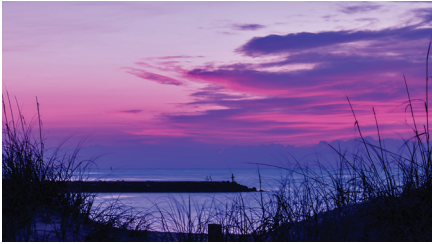
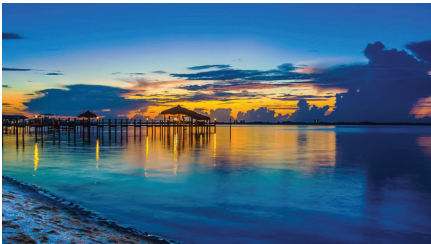
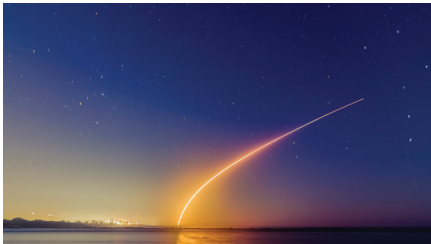
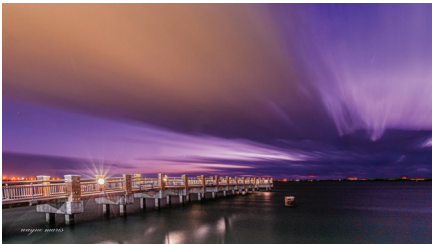
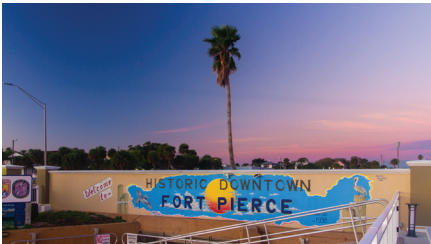
YOUTH ADVISORY COUNCIL meets on the 3rd Tuesday of each month at 3:00 p.m. This group of high school students are dedicated to assisting the Mayor and City Council in solving problems and accomplishing goals on behalf of youth in the community. Members must be residents of the City, or attend a school within the city, or attend Westwood High School.

~Note - Dates, times and locations are subject to change. Please refer to the Community Calendar on the City's website at www.cityoffortpierce.com for current information and details.

If you would like your free, public event to be added to next year's calendar, please email the details to citymanagersoffice@city-ftpierce.com for consideration.

THANK YOU TO ALL OF OUR PHOTOGRAPHERS!!

A SPECIAL THANKS TO ALL OF THE PHOTOGRAPHERS WHO ENTERED THE ANNUAL REPORT & CALENDAR PHOTO CONTEST! HERE ARE JUST A FEW.





COVER



APRIL



MAY



JUNE



JULY



AUGUST



SEPTEMBER



OCTOBER



NOVEMBER



DECEMBER



JANUARY



FEBRUARY



MARCH



www.cityoffortpierce.com
www.lovefortpierce.com
772.467.3000



ACHIEVING OUR VISION 2020 FORT PIERCE STRATEGIC PLAN



FORT PIERCE

Strategic Plan 2020 Goals



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FORT PIERCE

Strategic Plan 2020 Goals



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ENJOYING OUR COMMUNITY

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G1 GOAL 1: Police Retention and Compensation



Responsibility: Police

Milestones		May 1, 2020
1. Negotiate labor contract	4/20	Complete
2. Decision: Labor contract approval	5/20	Both unions have ratified the contracts and the contracts were approved by the City Commission at the May 4, 2020 meeting.
3. Prepare budget proposal	6/20	
4. Budget Workshop: Budget FY 2021	7/20	
5. Decision: Budget FY 2021 Funding for Police Salary Adjustments	9/20	



G2 GOAL 2: Animal Shelter and Control: Direction and City Actions



Responsibility: Community Response/Public Works

Milestones		May 1, 2020
1. Prepare interlocal agreement	3/20	Complete
2. Decision: Interlocal agreement	3/20	Complete
3. Decision: Funding for improvements	4/20	Complete
4. Receive improvements cost estimates	5/20	In progress
5. Complete improvements and office relocation	7/20	
6. Issue RFQ/RFP	7/20	
7. Negotiate a contract with operator	9/20	
8. Decision: Award contract for operations	10/20	



G3 GOAL 3: City – FPUA Strategy: Key Issues, Discussion



Responsibility: City Manager

Milestones	May 1, 2020	
1. Conduct strategic planning joint sessions	TBD	TBD
2. Continue City Manager – Director of Utilities meetings	Ongoing	
3. Continue development meetings	Ongoing	
4. Continue collaboration on capital improvement projects – surtax projects	Ongoing	
5. Work on economic development incentives – CRA Area incentives	Ongoing	

G4 GOAL 4: City Charter: Update

Responsibility: City Attorney/City Clerk

Milestones	May 1, 2020	
1. City Commission: Charter direction and parameters	8/20	No update at this time
2. Revise Charter	10/21	Some charter corrections were made as part of code rewrite



FORT PIERCE

Strategic Plan 2020 Goals

G5 GOAL 5: New Alternative Revenue Sources

Responsibility: City Manager/Finance

Milestones		May 1, 2020
1. Complete research – other cities, “best practices”	7/20	In progress
2. Prepare report with options	7/20	
3. Budget Workshop: Revenue direction	7/20	

G6 GOAL 6: City Hall Maintenance: Direction and Funding



Responsibility: Public Works

Milestones		May 1, 2020
1. Review condition assessment and maintenance plan with cost estimates	7/20	In progress
2. Prepare report with options	7/20	
3. Prepare budget proposal	7/20	
4. Budget Workshop: Direction	7/20	
5. Decision: Budget FY 2021 funding for City Hall maintenance	9/20	
6. Issue RFP	11/20	
7. Decision: Award contract	1/21	



FORT PIERCE

Strategic Plan 2020 Goals

G7 GOAL 7: Enterprise Resource Planning (ERP) Software: Direction and Funding

Responsibility: Information Technology

Milestones		May 1, 2020
1. Complete system audit	6/20	In progress
2. Determine overall direction and scope	7/20	
3. Develop budget proposal for funding	7/20	
4. Budget Workshop: Direction	7/20	
5. Decision: Budget FY 2021 funding for ERP software	9/20	
6. Select contractor	4/21	
7. Decision: Award contract	6/21	

G8 GOAL 8: Road Conditions and Resurfacing Program



Responsibility: Engineering

Milestones		May 1, 2020
1. CIP Quarterly Update	Ongoing	
2. Coordinate tree planting/streetscape with road projects	Ongoing	Coordination currently underway to include planting areas and street trees for the 17th Street project. (Orange Ave. to Avenue D)
3. Develop striping plan	6/20	Currently obtaining quotes for re-striping Avenue D
4. Decision: Award contract	6/20	Developing bid package for pavement markings
5. Budget Workshop: CIP FY 2021 streetscaping direction	7/20	
6. Decision: CIP Budget FY 2021 funding for streetscapes	9/20	



FORT PIERCE

Strategic Plan 2020 Goals

SERVING OUR COMMUNITY

G9 GOAL 9: Code of Ordinances Update

Responsibility: City Attorney/City Clerk

Milestones	May 1, 2020
1. Receive final proof	6/20 Code proof returned to Municode with departmental input
2. Decision: Code approval	7/20 Awaiting receipt from Municode

G10 GOAL 10: IT Comprehensive Plan and Project Completion



Responsibility: Information Technology

Milestones	May 1, 2020
1. Complete comprehensive plan	7/20 In progress
2. Develop budget proposal	7/20
3. Budget Workshop: Budget FY 2021 direction	7/20
4. Decision: Budget FY 2021 funding for IT upgrades	9/20



FORT PIERCE

Strategic Plan 2020 Goals

SERVING OUR COMMUNITY

G11 GOAL 11: Impact Fees: Direction

Responsibility: City Manager

Milestones	May 1, 2020
1. Decision: Impact fees	3/20 Complete

G12 GOAL 12: Compensation for Targeted Positions

Responsibility: Human Resources

Milestones	May 1, 2020
1. Identify critical positions	Ongoing
2. Determine adjustments	Ongoing

G13 GOAL 13: City Facilities Master Plan



Responsibility: Public Works

Milestones	May 1, 2020	
1. Savannah Road Complex		
A. Complete condition assessment and plan with costs		11/20
B. Prepare report with costs and options		12/20
2. Police Station		
A. Complete condition assessment and plan with costs	11/20	
B. Prepare report with costs and options	12/20	



FORT PIERCE

Strategic Plan 2020 Goals

SERVING OUR COMMUNITY

G14 GOAL 14: Emergency Operations Center: State Funding

Responsibility: City Manager

Milestones		May 1, 2020
1. Initiate facility design	7/20	In progress
2. Complete design	4/21	

G15 GOAL 15: Labor Negotiations and Contract

Responsibility: Human Resources

Milestones		May 1, 2020
1. Teamsters		
A. Negotiate labor contract	6/20	On schedule
B. Decision: Contract approval	9/20	On schedule
2. PBA		
A. Negotiate labor contract	4/20	Complete
B. Decision: Contract approval	5/20	Complete. Scheduled for Commission approval.

G16 GOAL 16: Golf Course “Mini” Clubhouse Funding and Construction

Responsibility: Indian Hills Golf Course

Milestones		May 1, 2020
1. Submit options and costs	4/20	Complete
2. Decision: Direction and funding	6/20	On hold
3. Complete internal modification	12/20	
4. Open “mini” clubhouse – dining and events facility	1/21	

G17 GOAL 17: Fleet “Right Sizing”: Report and Direction

Responsibility: Public Works

Milestones		May 1, 2020
1. Place order for vehicles	4/20	In progress
2. Receive vehicles	9/20	
3. Review heavy/medium trucks – annual	12/20	



G1 GOAL 1: Downtown Parking: Report and Direction



Responsibility: City Manager

Milestones		May 1, 2020
1. Evaluate parking conditions and needs – Parking Committee	4/20	Complete
2. Commission: Report and Direction	4/20	Complete. Recommendation provided to City Commission requesting update to 2016 Parking Study.

G2 GOAL 2: Sports Tourism Strategy and Action Plan

Responsibility: Public Works

Milestones		May 1, 2020
1. Finalize report	6/20	In progress. Scheduled for presentation at June 8, 2020 Conference Agenda meeting.
2. Commission: Report and Direction	6/20	



G3 GOAL 3: Retail/Entertainment/Restaurant Attraction Strategy



Responsibility: City Manager

Milestones		May 1, 2020
1. Select consultant	4/20	Complete
2. FPRA: Award contract	5/20	Recommendation scheduled for FPRA Board consideration at May 26, 2020 meeting.
3. Receive consultant report	10/20	
4. FPRA: Presentation	10/20	

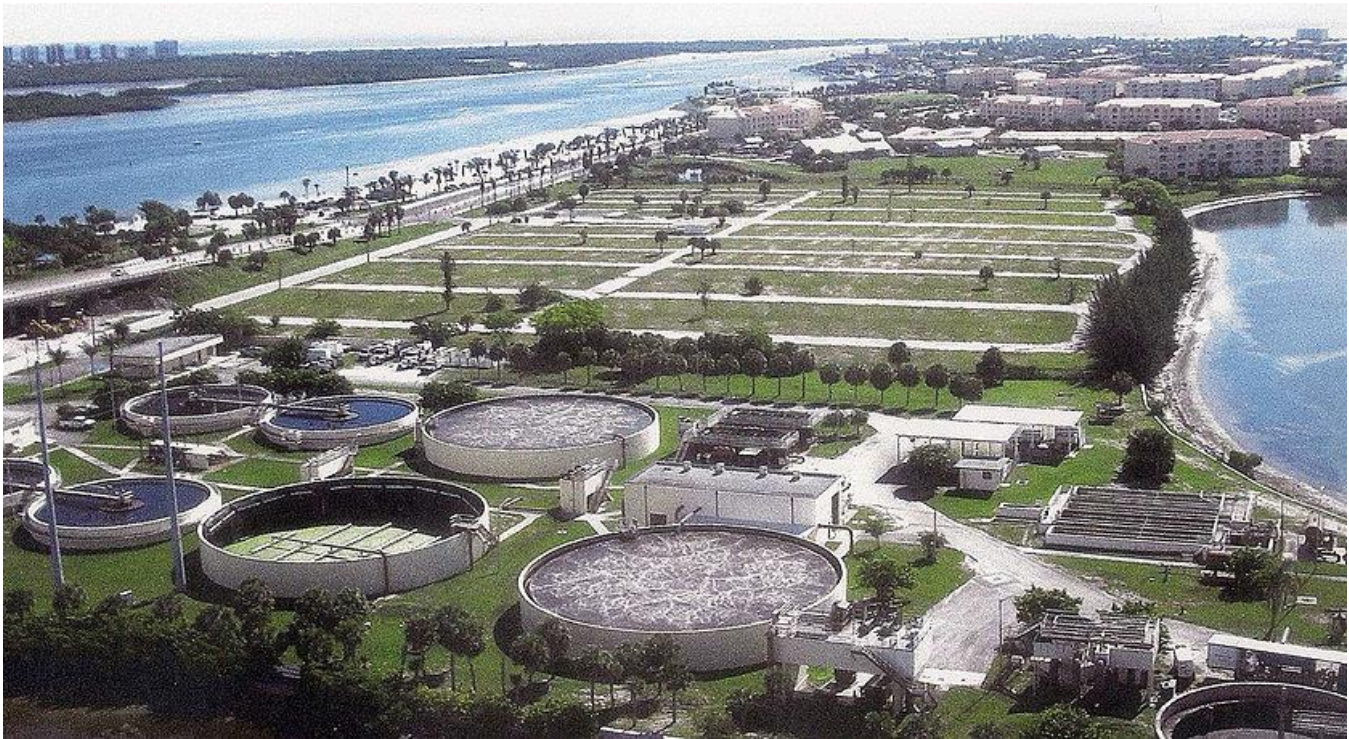
G4 GOAL 4: Vacation Rentals/Short-Term Rentals: Problems and Impacts

Responsibility: Building

Milestones		May 1, 2020
1. Rewrite City policy – Code requirements for short-term rentals	4/20	Policy has been written and is in review.
2. Report: Update	6/20	
3. Refine public information including website	8/20	



G5 GOAL 5: Wastewater Treatment Plant Relocation (with FPUA)



Responsibility: City Manager

Milestones		May 1, 2020
1. Review findings feasibility study	5/20	In progress
2. Decision: FPUA – St. Lucie County	8/20	
3. Explore mitigation grants	Ongoing	



G6 GOAL 6: Avenue D Revitalization: Report and Actions



Responsibility: Finance

Milestones		May 1, 2020
1. Prepare report	7/20	In progress
2. Presentation: Report	8/20	

G7 GOAL 7: Courthouse Relocation Master Plan: Collaboration with St. Lucie County

Responsibility: City Manager

Milestones		May 1, 2020
1. Continue communications	Ongoing	
2. City Manager: Update	7/20	



G8 GOAL 8: King’s Landing Development



Responsibility: City Manager

Milestones		May 1, 2020
1. Complete development – Text	7/20	In progress
2. Decision: Text amendment	7/20	In progress
3. Decision: Zoning/Future land use/ROW	7/20	In progress
4. Decision: Site plan approval	10/20	
5. Decision: Convey property	2/21	

G9 GOAL 9: Major Project Development (Midway): Direction and City Actions

Responsibility: Planning

Milestones		May 1, 2020
1. Receive pre-plan – rezoning, traffic study	8/20	In progress
2. Determine utility provider	TBD	



G10 GOAL 10: Fisherman’s Wharf Development



Responsibility: City Manager

Milestones		May 1, 2020
1. Issue RFQ/P	TBD	
2. Receive RFQ/P	TBD	
3. Evaluate responses	TBD	
4. FPRA: Qualifications	TBD	
5. Receive proposal	TBD	
6. Evaluate responses	TBD	
7. FPRA: Decision	TBD	



G11 GOAL 11: Economic Development Incentive Program



Responsibility: City Manager

Milestones	May 1, 2020
1. Develop parameters: CRA Advisory Committee	Complete. Funds reallocated to COVID- 19 Recovery Plan

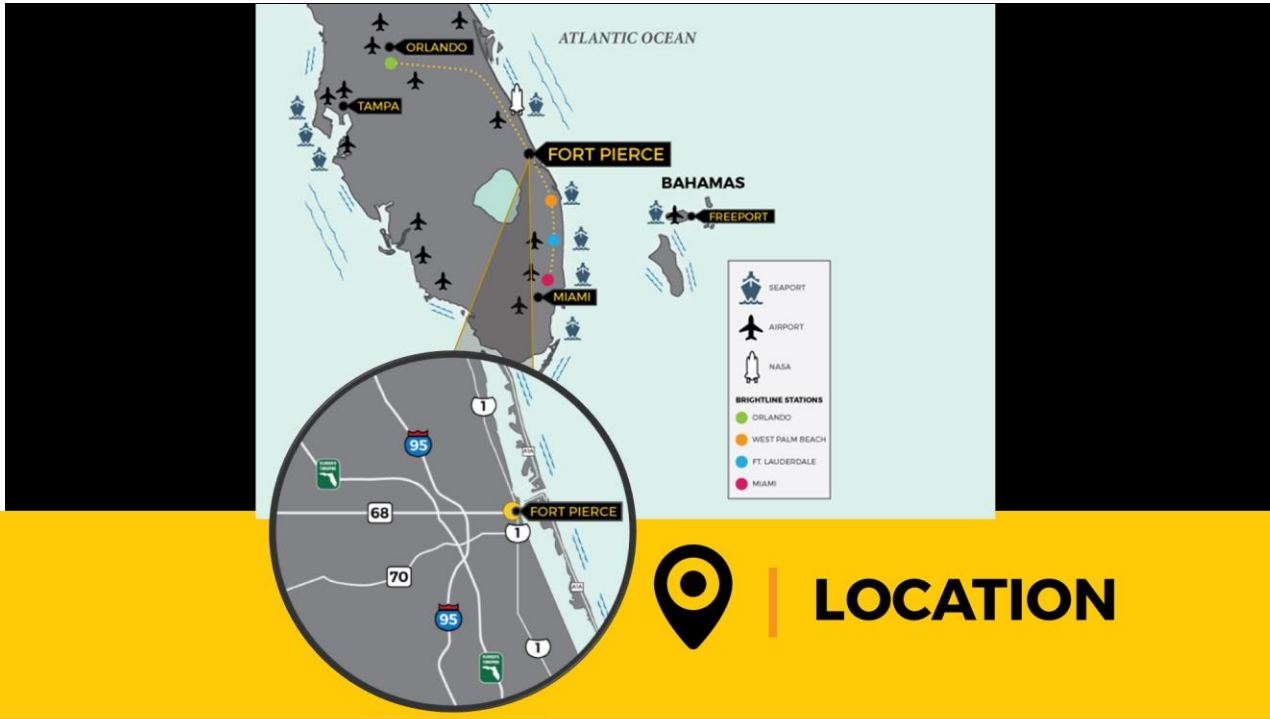
G12 GOAL 12: EAR/Comprehensive Plan: Update

Responsibility: Planning

Milestones	May 1, 2020
1. Decision: EAR adoption	3/20 Complete
2. State Appeals	6/20 Complete



G13 GOAL 13: Passenger Rail Station: Advocacy



LOCATION

Responsibility: City Manager

Milestones	May 1, 2020
1. Continue communications	Ongoing
2. Briefing: Report update	12/20

G14 GOAL 14: Opportunity Zone: Direction and Actions

Responsibility: City Manager

Milestones	May 1, 2020
1. Determine impacts on local policies and incentives	8/20
2. Decision: Boundaries	1/21



G15 GOAL 15: CRA Plan: Update



Responsibility: City Manager

Milestones		May 1, 2020
1. Receive draft plan with budget	3/20	Complete
2. CRA Advisory Committee review	6/20	
3. Finalize plan document	8/20	
4. Decision: Plan Adoption	10/20	



G1 GOAL 1: Neighborhood Identity, Revitalization and Engagement



Responsibility: Planning

Milestones		May 1, 2020
1. Follow up meeting: Edgartown	7/20	
2. Develop strategy (draft neighborhood identity and engagement)	10/20	
3. Conference Agenda: Report	1/21	

G2 GOAL 2: Non-Profit Organizations: Performance Evaluation

Responsibility: Finance

Milestones		May 1, 2020
1. Send notification to recipients of performance report due date	5/20	In progress
2. Receive report – performance, goals and 2021 activities	7/20	
3. Prepare for budgets – goals and budget requests	7/20	
4. Workshop: Budget FY 2021	7/20	
5. Decision: Budget FY 2021 funding	9/20	



G3 GOAL 3: Community Events and Festivals: Evaluation and Direction



Responsibility: Public Works

	Milestones		May 1, 2020
1.	Conference Agenda: Report	6/20	In progress
2.	Prepare report on fee schedule	7/20	
3.	Decision: Fee schedule	7/20	



G4 GOAL 4: Community Policing Expansion: Actions 2020



Roll call at Chester A Moore Elementary School

Responsibility: Police

Milestones		May 1, 2020	
1. Prepare budget proposal for Special Police Officers	6/20	In progress	
2. Budget Workshop: Budget FY 2021	7/20		
3. Decision: Budget FY 2021 funding for Special Police Officers	9/20		
4. Continue School Resource Officers	Ongoing		
5. Front Porch roll calls	Ongoing		
6. Program Activities: nursing homes and in schools	Ongoing		
7. Expand Explorers program	Ongoing		



FORT PIERCE

Strategic Plan 2020 Goals

ENGAGING OUR COMMUNITY

G5 GOAL 5: Youth Council and Strategy: Needs Assessment

Responsibility: City Manager

Milestones		May 1, 2020
1. First Meeting	3/20	Complete
2. Presentation: Update report	11/20	
3. Participate in Florida League of Cities	8/20	

G6 GOAL 6: Census 2020: Complete Count



Responsibility: Planning

Milestones		May 1, 2020
1. Create collateral	4/20	Complete
2. Post Video of Mayor on Social Media	5/20	Complete
3. Distribute Flyers in FPUA Mailers	6/20	In progress



G1 GOAL 1: Proactive Code Enforcement Policy and Compliance



Responsibility: Community Response

Milestones		May 1, 2020
1. Revise policy and procedure	4/20	Complete
2. Proactive Report: Update	8/20	

G2 GOAL 2: Property Maintenance Code/Ordinance Evaluation, Report and Direction

Responsibility: Community Response

Milestones		May 1, 2020
1. Contact property owner – deed in lieu of OngoingOn hold foreclosure (clusters 10-12 identified)		
2. Update Report: Actions and impacts	8/20	



G3 GOAL 3: Vacant Properties Strategy: Inventory



Responsibility: Finance

Milestones		May 1, 2020
1. Create Community Land Trust Board	6/20	On hold
2. Develop budget proposal	6/20	On hold
3. Budget Workshop: Budget FY 2021	7/20	
4. Decision: Budget FY 2021 funding	9/20	
5. Identify/review properties	10/20	
6. FPRA/City Decision: Direction	10/20	

G4 GOAL 4: Nuisance Abatement Program: Criminal Revision

Responsibility: City Attorney

Milestones		May 1, 2020
1. Briefing law and process (criminal)	6/20	

G5 GOAL 5: Dumpster Solutions for Downtown

Responsibility: Public Works

Milestones		May 1, 2020
1. Define scope	4/20	Complete
2. Issue RFP	7/20	In progress
3. Evaluate responses	7/20	
4. Decision: Award contract	8/20	
5. Complete enclosures (5)	12/20	



G6 GOAL 6: Lincoln Park Revitalization Initiative



Responsibility: Finance

Milestones	May 1, 2020
1. Means Court	
A. Prepare report: plan, recommendations	3/20 Complete
B. FPRA: Direction and funding	5/20 Scheduled for FPRA Board meeting 5/26/2020.
2. Overall Concept	
A. Develop concept plan	7/20
B. Conference: Concept plan and direction	8/20



BEAUTIFYING OUR COMMUNITY

G7 GOAL 7: Wayfinding Signage: Upgraded Design

Responsibility: Public Works

Milestones		May 1, 2020
1. Prepare budget proposal	6/20	In progress
2. Budget Workshop: Budget FY 2021	7/20	
3. Decision: Budget FY 2021 funding	7/20	

G8 GOAL 8: Street Sweeping Program Privatization

Responsibility: Engineering

Milestones		May 1, 2020
1. Prepare RFP	6/20	Preparing bid documents for June advertisement
2. Evaluate responses	7/20	
3. Decision: Award contract	8/20	
4. Implement program	9/20	

G9 GOAL 9: Indian Hills Wetlands Creation – Water Quality Phase 2

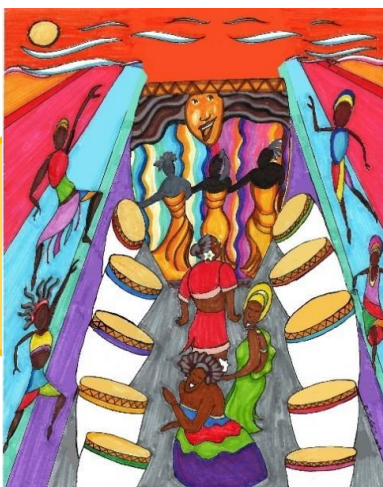
Responsibility: Engineering

Milestones		May 1, 2020
1. Continue negotiation with FDOT – water quality project	Ongoing	FDOT currently doing preliminary survey work on US 1 and outfall locations
2. Complete preliminary design	9/20	

G10 GOAL 10: Mural Projects

Responsibility: Finance

Milestones		May 1, 2020
1. Complete two (2) murals	9/20	In progress



The Caribbean Rhythm and Drum mural is the creative design of Ronald Minnis completed on November 12, 2019. This mural is 10 x 20 feet and located at 725 Orange Ave in the Septentrion Market located in downtown Fort Pierce.



FORT PIERCE

Strategic Plan 2020 Goals

ENJOYING OUR COMMUNITY

G1 GOAL 1: Homeless Strategy: Report, Community Education and Actions

Responsibility: City Manager

Milestones		May 1, 2020
1. Identify additional resources for homeless – Treasure Coast Homeless Services Coalition	Ongoing	
2. Work with Salvation Army for centralized feeding area	6/20	In progress

G2 GOAL 2: Beach Volleyball: Report and Direction



Responsibility: Public Works

Milestones		May 1, 2020
1. Commission: Sports Tourism	6/20	Scheduled for presentation to City Commission at June 8, 2020 Conference Agenda meeting.



FORT PIERCE

Strategic Plan 2020 Goals

ENJOYING OUR COMMUNITY

G3 GOAL 3: eSports Strategy: Report and Direction

Responsibility: City Manager (Youth Council)

Milestones		May 1, 2020
1. Research best practices and experiences with other cities	9/20	
2. Prepare report (Youth Council)	11/20	
3. Commission: Presentation and direction	11/20	

G4 GOAL 4: Seaplane/Shuffleboard Area: Direction and Actions



Responsibility: Engineering

Milestones		May 1, 2020
1. Secure permits: FDOT	6/20	Application submitted to FDOT last week of April 2020.
2. Decision: seaplane/shuffleboard court	7/20	
3. Budget Workshop: Budget FY 2021	7/20	
4. Remove shuffleboard court	8/20	
5. Decision: Budget FY 2021 funding	9/20	



FORT PIERCE

Strategic Plan 2020 Goals

ENJOYING OUR COMMUNITY

G5 GOAL 5: Crime Reduction Action Plan

Responsibility: Police

Milestones		May 1, 2020
1. Work with Sheriff's Office	Ongoing	
2. Prepare budget proposal – community cameras	6/20	In progress
3. Rejuvenate "Fleet Watch" training crime watch	7/20	
4. Budget Workshop: Budget FY 2021 direction	7/20	
5. Decision: Budget FY 2021 funding for community cameras	6/20	

G6 GOAL 6: Youth Recreation Programs Expansion

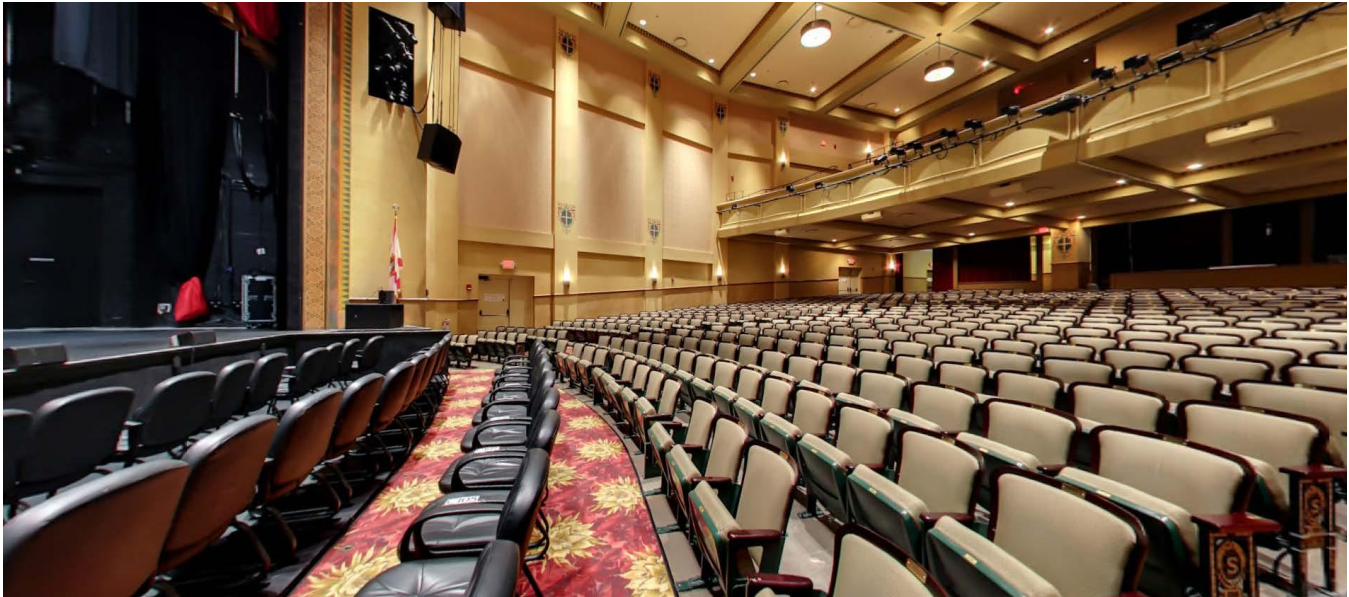


Responsibility: Public Works

Milestones		May 1, 2020
1. Work with high schools – golf instruction/"fun"	Ongoing	
2. Hire part-time employee	6/20	On hold
3. Expand summer class – theatre	6/20	On hold
4. Establish computer lab at Recreation Center	7/20	
5. Pursue soccer program	9/20	



G7 GOAL 7: Sunrise Theatre: Next Steps



Responsibility: Sunrise Theatre

Milestones		May 1, 2020
1. Expand summer camp program	6/20	On hold
2. Complete organization restructure	10/20	
3. Complete projects on Major Projects list	12/20	

G8 GOAL 8: Porpoise Park Report and Direction

Responsibility: Engineering

Milestones		May 1, 2020
1. Develop CIP budget proposal	5/20	Preliminary plans and proposed budget to be completed by June 1.
2. Develop plan	7/20	In progress
3. Budget Workshop: CIP FY 2021 direction	7/20	
4. Decision: CIP FY 2021 funding (park impact)	9/20	





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.

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City Commission Conference Agenda

4. f.

Meeting Date: 06/08/2020

Re:

SUBJECT:

Annual performance review - Pete Sweeney, City Attorney

Attachments

Memo

Sweeney Contract

Form Review

Form Started By: Linda Cox
Final Approval Date: 05/27/2020

Started On: 05/27/2020 10:42 AM



To: Honorable Mayor and Members of the City Commission

From: Peter J. Sweeney, City Attorney

Subject: Annual Performance Evaluation

Date: June 8, 2020

As part of my annual performance evaluation, please allow this memorandum to reflect on several of the operational and personal successes this Office has enjoyed over the last year. As you know, I began my tenure as the City Attorney for the City of Fort Pierce on January 7, 2019. In the last eighteen months, this office has been re-established and re-positioned to best serve the needs of the City Commission and the City of Fort Pierce. In the last eighteen months, I have accomplished or directed the following successful actions:

- Hiring of a new Assistant City Attorney, Tanya Earley. Ms. Earley is a veteran trial attorney, with more than a decade of experience as an Assistant State Attorney in both Miami-Dade and Osceola counties. She has been working on matters related to the Police Department, Planning, Code Enforcement and the Building Department, with supporting roles to other departments as necessary. These duties include providing counsel and attendance at several boards, including the Planning Board, the Historic Preservation Board, Special Magistrate Hearings (both Code Enforcement and Building Department) and the Board of Adjustment. She has been an incredible asset to this Office and to the City of Fort Pierce at large.
- The Office has provided and will continue to provide regular and as-needed training to multiple departments, including the Police Department, Planning, Code Enforcement and the Building Department. The Office has also provided necessary training on the Public Records Act and the Sunshine Law to several boards and committees of the City, in order to ensure compliance with both Florida laws.
- I have continued to revise and simplify processing and tracking of Request for Legal Services ("RLS"). As a result, this Office has processed nearly 320 RLS in calendar year 2019. We are on track for a similar number for 2020, although the COVID-19 pandemic appears to be diminishing the requests to some degree. For comparison, the City Attorney's Office processed 175 RLS in all of 2018.

- Working in conjunction with all departments and the City Clerk, we have successfully and comprehensively updated the City's Code of Ordinances. This has been a nearly year-long process, and the newly revised Code of Ordinances is expected within the next 60 days. This is the compilation and completion of a code overhaul which last occurred in 1983. It will also serve as the baseline for evaluation of the Charter of the City of Fort Pierce, as the City Commission directed during strategic planning earlier this year.
- Finally, I was selected to Florida Trend Magazine's "Legal Elite" for Government and Non-Profit attorneys. I was one of only 63 attorneys selected in that category and the only attorney selected on the Treasure Coast.

As I stated last year, I believe I have fostered an environment in the City Attorney's Office that is professional, efficient, dedicated and readily available to provide top-notch legal counsel and advice to the City Commission, the Charter Officers and the Department Heads, as necessary. I remain committed to developing and modernizing the City Attorney's Office by continuing to meet several future goals, including:

- Continued legal development of in-house staff, by attending and participating in Continuing Legal Education seminars and conferences.
- Achieving and maintaining standards of professional excellence, such as Board Certifications, National accreditation acknowledgement and peer-reviewed State recognition.
- Continued efficiency gains in processing of Requests for Legal Services, while never sacrificing "speed for accuracy", as there is no tolerance for incompetent legal advice or counsel.
- Outreach educational efforts regarding fundamental municipal government legal issues, such the Public Records Act, the Sunshine Law and the Florida Ethics Code, by providing training and teaching to team members of the City of Fort Pierce, be it at the City Commission level or Department level (always as appropriate).

Thank you again for your faith and trust in me to be your City Attorney. I look forward to continuing in this position and serving you and this great City, and I am most appreciative of your feedback, comments and suggestions.

CITY OF FORT PIERCE, FLORIDA

PETER J. SWEENEY

CITY ATTORNEY

AMENDED EMPLOYMENT AGREEMENT

THIS AMENDED EMPLOYMENT AGREEMENT is made and entered into this ___ day of January, 2020 with an effective date of January 7, 2020, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to as "**CITY**" and **PETER J. SWEENEY**, hereafter referred to as "**SWEENEY**".

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

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

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

1. Employment.

CITY employs **SWEENEY** to perform the duties of City Attorney as specified

in the City Charter. **SWEENEY** will render full time legal services to **CITY** in the capacity of City Attorney of the **CITY** for the amended initial term of three (3) years, commencing January 7, 2020 (the "Effective Date"), through January 6, 2023. 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. **SWEENEY** agrees to report for work, and the duties and employment of **SWEENEY** as City Attorney shall commence the Effective Date. In the event the Agreement is not renewed all compensation, benefits, and requirements of this Agreement shall remain in effect until the expiration of the term unless sooner terminated or **SWEENEY** resigns.

The City Attorney is recognized as an independent and co-equal Charter Officer, as specified by the Charter of the City of Fort Pierce (See Article V, Section 45). No other Charter Officer shall have any authority or ability to direct, supervise or interfere with the administration or activity of the Office of the City Attorney, including any and all personnel actions or decisions (See Article IV, Section 42 and Article V, Section 43).

SWEENEY shall devote all of his time, attention, knowledge and skill, solely and exclusively to the legal interests of the City of Fort Pierce. **SWEENEY** warrants and agrees to maintain his Florida license to practice law in good standing without limitation throughout the term of this Agreement. **SWEENEY** 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 Attorney, including, but not

limited to, the performance of all duties set forth in the City Charter, Florida Statutes, City Ordinances, and Resolutions, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Should **SWEENEY** no longer be in good standing with the Florida Bar or authorized to practice law in Florida, this contract will terminate immediately for cause. In the event **SWEENEY** makes formal application for full-time employment elsewhere while serving as City Attorney, 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 Attorney, **CITY** agrees to pay **SWEENEY** an annual base salary of ONE HUNDRED AND SIXTY FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$164,800.00) per annum, which is his current rate of pay as of January 1, 2020, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **SWEENEY's** 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 **SWEENEY'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 **SWEENEY's** performance as City Attorney. Annual performance evaluations shall occur during the calendar month of June of each year following the first year of employment. These performance reviews shall consider continuing City Commission objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **SWEENEY**.

Should it be determined that **SWEENEY** 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 **SWEENEY's** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the 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 **SWEENEY** with the following benefits:

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

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

(c) **CITY** agrees to budget and pay for licensing fees or charges that are required of attorneys to practice law in the State of Florida and professional dues, required CLE seminars, and subscriptions necessary for **SWEENEY's** continuation and participation In national, regional, state, and local associations, and organizations necessary and desirable for **SWEENEY's** continued professional participation, growth, and advancement, and for the good of the **CITY**.

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees and shall be effective on the effective date of the original employment agreement (January 7, 2019).

(e) Retirement benefits as provided to all City Employees under the **CITY's** defined benefit retirement plan; however, if **SWEENEY** elects not to participate as a member under the **CITY's** plan, the **CITY** shall contribute a sum to his current plan (or other plan designed by **SWEENEY**) of seven percent (7%).

5. Relocation Expenses.

The **CITY** will pay **SWEENEY** an amount not to exceed \$3,000.00 for the expenses of moving **SWEENEY, SWEENEY's** family, and **SWEENEY's** personal property from **SWEENEY's** current residence to the **CITY**, including packing, moving, truck rental, storage costs, unpacking, and insurance charges, and miscellaneous charges incurred or expended by him in effecting this move. **SWEENEY** will be reimbursed upon establishing of residence in the City and upon presentation of receipts.

6. Termination.

At all times during the term of this Agreement, **SWEENEY** 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 **SWEENEY** as City Attorney, **SWEENEY** shall have the right to declare that such amendments constitute termination; or

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

7, **Severance.**

Except as provided in this Agreement, severance will be paid to **SWEENEY** 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 **SWEENEY** his then annual base salary for ninety (90) consecutive working days thereafter, and the **CITY** shall also maintain **SWEENEY's** life insurance and major medical insurance coverage paid up and in effect during such period. **SWEENEY** 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, **SWEENEY** 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 **SWEENEY** any severance in the event **SWEENEY** is terminated for cause. For purposes of this agreement "For Cause" shall be defined as any of the following actions by **SWEENEY**:

- (a) Conviction of a felony or any misdemeanor involving moral turpitude;
- (b) Commission of any act of fraud involving or affecting the **CITY** or the public;
- (c) Willful failure to perform the duties of City Attorney, or material breach by **SWEENEY** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice;
- (d) Incompetence or negligence in the performance of official duties;
- (e) Violation of the **CITY's** Drug-Free Work Place Policy, including illegal use of drugs, hallucinogens, or other substances regulated by state law;
- (f) Violation of Florida's Code of Ethics;
- (g) Loss or suspension of license to practice law;
- (h) Misconduct as defined by Florida Statute 443.036(29), as amended from time to time; or

8. Outside Activities.

The employment provided for by this Agreement shall be **SWEENEY's** primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to **SWEENEY** and the community, **SWEENEY** may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a

conflict of interest with **SWEENEY's** responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the **CITY**.

9. **Best Efforts of Employee.**

SWEENEY 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**. **SWEENEY** 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.

10. **Disability.**

If **SWEENEY** 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 7. However, **SWEENEY** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits, as defined in the City's Personnel Rules and Regulations.

11. **Residency.**

SWEENEY shall establish permanent residency within the City of Fort Pierce,

Florida, within two years of the effective date of this Amended Employment Agreement.

12. Employee-At-Will.

SWEENEY 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.

13. Liability Claims.

The **CITY** shall defend and save harmless **SWEENEY**, 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 **SWEENEY**'s duties as City Attorney of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **SWEENEY**'s employment or services or for claims for punitive damages. In the event the provision of legal representation by the **CITY** may reasonably present a legal conflict of interest, **SWEENEY** may request independent legal representation at **CITY'S** expense, and the **CITY** may not unreasonably withhold approval of such request. Legal representation provided by the **CITY for SWEENEY** shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to **SWEENEY**, any settlement of any claim against **SWEENEY** may not be made without prior approval of the **CITY**. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **SWEENEY**'s employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **SWEENEY** shall rely upon the doctrine of sovereign

immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

14. Voluntary Resignation.

In the event **SWEENEY** voluntarily resigns his position with the **CITY**, **SWEENEY** 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 6(c) above, **SWEENEY** shall not be entitled to nor shall the **CITY** be liable to pay severance if **SWEENEY** voluntarily resigns.

15. 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 **SWEENEY**, 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

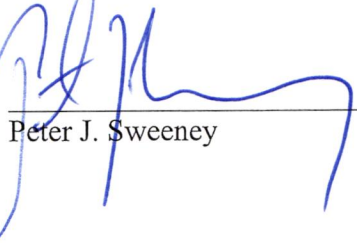
BY:


Linda Hudson, Mayor

ATTEST:


Linda Cox, City Clerk

EMPLOYEE:


Peter J. Sweeney

City Commission Conference Agenda

4. g.

Meeting Date: 06/08/2020

Re:

SUBJECT:

Annual performance review - Linda W. Cox, City Clerk

Attachments

Memo and Transcript

Contract

Form Review

Form Started By: Linda Cox
Final Approval Date: 05/27/2020

Started On: 05/27/2020 10:42 AM



THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

TO : Mayor and Commissioners

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

RE : Performance Evaluation

DATE : June 8, 2020

The City Clerk's Office has been busy with business tax receipts and contractor licensing. As a result of the COVID-19 closure of City Hall, we have adjusted our processes to provide electronic application submission and approvals effectively and efficiently. We anticipate in the future that most applications will be done electronically rather than personal visits to City Hall. We are extremely pleased to report that we are in the final testing stage of the on-line renewal system for BTRs and Contractor Licensing that will be in place for the 2020-21 renewal season.

The public records portal on the City's website is where the responses to most public records requests are posted for retrieval. This allows us to provide large files to the requestor without the need of flash drives and paper copies; it also eliminates multiple requests for the same information. To address those routine requests, on the first of each month a new business report is posted along with current vacation rentals. Additionally, all commission mail is scanned and posted each month and all memos from the City Manager are posted as they are received.

We are very close to having the ability to open a public search portal for all minutes, resolutions and ordinances which are scanned into our OptiView system.


As part of our comprehensive records destruction program, I prepared a position description for the creation of a new position within my office, Records Management Coordinator, which has been approved by HR. However, due to the current status of the city's financial position and the unknown impacts of COVID-19, I will not recommend nor request funding this position at this time. In the meantime, we will continue to assist and guide departments with their efforts to scan and/or destroy records within their department. During the initial closure of City Hall, I encouraged all departments to utilize any time available to work on records destruction.

I have completed my graduate certificate in Local Government Management, a certificate program within the Master of Public Administration (MPA) graduate program. They have invited me to continue on to obtain the MPA; since I have my MBA, I'm still considering the opportunity. (Unofficial transcript attached)

Miriam Garcia is entering her third year toward her Certified Municipal Clerk designation and has maintained her Florida Business Tax Official certification. Unfortunately, all conferences were cancelled this year which has delayed all certifications. In the meantime, Maura Stokes will be working toward her Florida Business Tax Official certification and Andrea Trumble will begin her Florida Records Management certification.

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. In the upcoming year, we will be refining the on-line renewal process, expand the type of documents contained in the OptiView system, and coordinate with IT to facilitate the searchable public portal for city documents.

Display Transcript

 This is NOT an official transcript. Courses which are in progress may also be included on this transcript.

[Institution Credit](#) [Transcript Totals](#)

Transcript Data

STUDENT INFORMATION

Birth Date: 04-FEB-****

Student Type: Post-bac non-degree

Curriculum Information

Current Program

Program: Local Government
 Management

Major and Department: Local Gov't Management Cert,
 Political Science & Public Adm

***Transcript type:UOFF is NOT Official ***

INSTITUTION CREDIT [-Top-](#)

Term: Spring 2019

Major: Local Gov't Management Cert

Academic Standing: Good Standing

Subject Course Level Title

				Grade	Credit Hours	Quality Points
PAD	6060	GR	Intro to Public Administration	A	3.000	12.00
PAD	6417	GR	Public Personnel Admin	A	3.000	12.00

Term Totals (Graduate)

	Attempt Hours	Passed Hours	Earned Hours	GPA Hours	Quality Points	GPA
Current Term:	6.000	6.000	6.000	6.000	24.00	4.00
Cumulative:	6.000	6.000	6.000	6.000	24.00	4.00

Unofficial Transcript

Term: Fall 2019

Major: Local Gov't Management Cert

Academic Standing: Good Standing

Subject Course Level Title

				Grade	Credit Hours	Quality Points
PAD	6136	GR	Public Mgmt in Political Env	A	3.000	12.00
PAD	6227	GR	Public Budgeting	A	3.000	12.00

Term Totals (Graduate)

	Attempt Hours	Passed Hours	Earned Hours	GPA Hours	Quality Points	GPA
Current Term:	6.000	6.000	6.000	6.000	24.00	4.00

Cumulative: 12.000 12.000 12.000 12.000 48.00 4.00

Unofficial Transcript

Term: Spring 2020

Term Comments: Extraordinary circumstances encountered (COVID-19)

Major: Local Gov't Management Cert

Academic Standing: Good Standing

Subject Course Level Title				Grade	Credit Hours	Quality Points
PAD	6335	GR	Strategic Planning	A	3.000	12.00
URP	5312	GR	Growth Mgmt & Comp. Planning	A	3.000	12.00

Term Totals (Graduate)

	Attempt Hours	Passed Hours	Earned Hours	GPA Hours	Quality Points	GPA
Current Term:	6.000	6.000	6.000	6.000	24.00	4.00
Cumulative:	18.000	18.000	18.000	18.000	72.00	4.00

Unofficial Transcript

TRANSCRIPT TOTALS (GRADUATE) -Top-

Events: Local Government Mgmt Cert
Decision: COMPLETED

	Attempt Hours	Passed Hours	Earned Hours	GPA Hours	Quality Points	GPA
Total Institution:	18.000	18.000	18.000	18.000	72.00	4.00
Total Transfer:	0.000	0.000	0.000	0.000	0.00	0.00

Unofficial Transcript

RELEASE: 8.7.1

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CITY OF FORT PIERCE, FLORIDA

LINDA W. COX

CITY CLERK

AMENDED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into this 6th day of January, 2020, 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 a 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 January 7, 2020 (the “Effective Date”), through January 6, 2023. 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.

The City Clerk is recognized as an independent and co-equal Charter Officer, as specified by the Charter of the City of Fort Pierce (See Article V, Section 44). No other Charter Officer shall have any authority or ability to direct, supervise or interfere with the administration or activity of the Office of the City Clerk, including any and all personnel actions or decisions (See Article IV, Section 42 and Article V, Section 43).

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 NINETY FIVE THOUSAND ONE HUNDRED EIGHTY ONE DOLLARS (\$95,181.00) per annum, payable in bi-weekly installments, which is current rate of pay as of January 1, 2020.

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 June 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 the City Manager. Said benefits shall be 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.

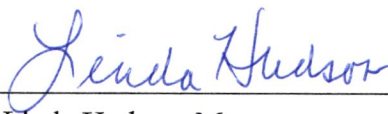
(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to

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.

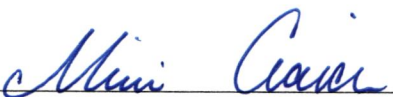
(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **COX**, her administrators, executors, legatees, heirs, and assigns.

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

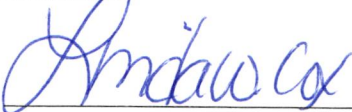
CITY OF FORT PIERCE, FLORIDA

By: 
Linda Hudson, Mayor

ATTEST:


Deputy City Clerk

EMPLOYEE:

By: 
Linda W. Cox