

Any interested party may attend the City Commission meeting in person or submit comments on agenda items in writing to the City Clerk no later than noon on the day of the meeting. All meetings are broadcast live on Comcast Cable TV Channel 27 or streamed live online at www.cityoffortpierce.com.

Comments on agenda items should be submitted via email to cityclerk@cityoffortpierce.com; comments must include your name and address to be read into the record. The City Clerk will read all comments on agenda items submitted by the deadline. Please note that the decorum policy applies to both written and oral comments and all comments shall be limited to 3 minutes as read by the City Clerk.

CITY OF FORT PIERCE CITY COMMISSION AGENDA

Regular Meeting - Tuesday, September 8, 2020 - 6:00 p.m.

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

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Reverend Ellis E. Brust, St. Andrews Episcopal Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of Minutes from August 17, 2020 Regular Meeting
6. **PROCLAMATIONS**
 - a. Hunger Action Month Proclamation
 - b. Constitution Week Proclamation being received by Linda Gallup.
 - c. Suicide Prevention Awareness Month
 - d. Proclamation recognizing Jeremy Pittman, Jr.
7. **LETTERS TO COMMISSION**
 - a. Letter from Gary L. Robinson, Unit Manager, Staff Inspections/Accreditation Professional Compliance Bureau, Palm Beach County Sheriff's Office commending Mr. Akeem Johnson, Accreditation Manager, for his professionalism and exceptional representation of the Fort Pierce Police Department as a member of the Florida Gulf Coast University Police Department accreditation on-site assessment team.

- b. Thank you note from Joan Friedman, Executive Director and Holly Theuns, Grants and Marketing Manager, thanking Public Works Department employees: Troy Hall, Chris Dimaiio, Michael Amelca and Jose Sanchez for removing a fallen tree so that Heathcote Botanical Gardens could reopen to the public.
- c. Letter from Hortense Spivey, Hortense/ Mills Memorial Funeral Home, thanking Fort Pierce Investigator Clark and the Police Officers, who assisted with picking up the deceased from a residence, for their professionalism and compassion shown to the family.

8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. 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.

9. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

10. **MISCELLANEOUS REPORTS**

- a. Presentation by CEO, Will Armstead, and COO, Melanie Wiles, of the partnership efforts with the Boys and Girls Clubs of St. Lucie County.
- b. Presentation of Arts and Culture Advisory Board's recommendation to display donated 9/11 artifacts in a display case at the River Walk Center.
- c. Monthly Financial Report for the Month Ending July 31, 2020

11. **CONSENT AGENDA**

- a. Approve request by the Fort Pierce Police Department to accept an award from the Department of Justice (DOJ) Community Oriented Policing Hiring Grant (COPS-HR) in the amount of \$1,250,000.00 to hire 10 additional officers. The Department will modify the grant, once accepted, and utilize 50% of the original award to hire 5 officers. An email from the COPS Office is included explaining that the modification will be allowed.
- b. Approve acceptance of the AARP Community Challenge Grant and Memorandum of Understanding in the amount of \$10,000 to assist residents 55 years and older in obtaining access to laptop computers or tablets to assist in navigating online benefits and to provide socialization through the RICH (Resources In Community Hope) House in the Lincoln Park neighborhood specifically and beyond.
- c. Approval of traffic equipment purchase from Econolite Group Inc. of Jacksonville, FL in the amount of \$79,400.00.
- d. Approve awarding the bid for Property & Casualty Insurance, RFP #2020-027, to the Florida League of Cities thru Florida Municipal Insurance Trust (FMIT) in the amount of \$2,092,411.00 representing a savings of \$183,276.00.

- e. Approve award of Banking Services RFP #2020-005 to Center State Bank.
- f. Approve of Florida Housing Finance Corporation Subrecipient Agreement to receive Coronavirus Relief Fund (CRF) allocation in the amount of \$183,812.00.

12. **PUBLIC HEARINGS**

Any Public Comment on these Public Hearing items, if not being offered in person, should be submitted by noon on the day of the meeting using the Sworn Public Comment Form which is available on the city's website at:

<http://www.cityoffortpierce.com/DocumentCenter/View/8741/Sworn-Public-Comment-for-Public-Hearings>

- a. POSTPONED TO 9/21/2020 MEETING AT REQUEST OF APPLICANT. Quasi-Judicial Hearing - Review and approval of an application for Final Plat, submitted by Property Owner and Applicant, Lennar Homes, Inc., to subdivide approximately 23.32 acres of land for a portion of a Planned Unit Development lying in Section 7, Township 35 South, Range 40 East, City of Fort Pierce, St. Lucie County, Florida, being a replat of Tract "B-2," Bent Creek Master Plat, as recorded in Plat Book 47, Pages 9 through 14, Public Records of St. Lucie County, Florida. The property is zoned Planned Development (PD). Parcel ID: 2407-700-0026-000-2.
- b. Legislative Hearing - Ordinance 20-020 Amending Chapter 2, Police Officers Retirement/Pension Funds making appropriate changes to the Plan in order to maintain the Plan's tax qualified status. FIRST READING
- c. Legislative Hearing - Ordinance 20-021 - extending the territorial limits of the City of Fort Pierce, to include a 1.50 acre unaddressed parcel abutting 3280 South 25th Street in Fort Pierce, Florida. SECOND READING
- d. Legislative Hearing - Ordinance 20-022 - Amending Chapter 103, Article IX, Section 103-343 - Clean and Safe Community Initiative. FIRST READING

13. **CITY COMMISSION**

- a. Resolution 20-R40 appointing members to the Police Community Advisory Board.
- b. Resolution 20-R41 accepting returns for the August 18, 2020 primary election.
- c. Submittal of applications for consideration for appointment to the Fort Pierce Utilities Board filling an at-large position.
- d. Submittal of applications to serve on the Communitywide Council
- e. Submittal of applications to fill a vacancy on the Board of Examiners of Contractors.

14. **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.

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **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.

Pursuant to Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

City Commission Regular Meeting - 6:00 pm

5. a.

Meeting Date: 09/08/2020

Re:

SUBJECT:

Approval of Minutes from August 17, 2020 Regular Meeting

Attachments

Minutes 08.17.2020

Form Review

Form Started By: Maura Stokes
Final Approval Date: 08/26/2020

Started On: 08/26/2020 09:01 AM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, **AUGUST 17, 2020**

1. CALL TO ORDER

Mayor Hudson called the August 17, 2020 Regular Meeting of the City Commission to order at 6:30 PM.

2. OPENING PRAYER - Father Yves Geffrard, Notre Dame Catholic Mission

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Commissioner Reginald Sessions

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Peter Sweeney

Commissioner Alexander was present by telephone.

5. APPROVAL OF MINUTES

- a. Approval of Minutes from August 03, 2020 Regular Meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve the minutes from the August 03, 2020 Regular Meeting.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions
Passed

6. PROCLAMATIONS

- a. Women's Equality Day Proclamation being received by Linda Ford Gallup

7. LETTERS TO COMMISSION

- a. Letter from Gilbert E. Hyatt, III, President & Qualifier and Gilbert E. Hyatt, IV, Vice President of Gil Hyatt Construction in appreciation of the consistently pleasant and professional conduct of the following employees of the Building Department: Elizabeth Beck, Cristobal Bossano, Guillenno Carbonell, Shaun Coss, Cesar Flores, Kevin Grant, Paul Julin, Susan Keller, Kristie Kirstein, Tim Little, Ed Roseberry, Ed Smith, Paul Thomas and Kim West.

8. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. 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.

Dennis Murphy, Item 11b.

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

10. MISCELLANEOUS REPORTS

- a. Third Quarter Financial Report

Director of Finance Johnna Morris provided an overview of the FY20 Third Quarter Financial Report. Ms. Morris summarized the Fund Evaluation Report for the General, Marina, Solid Waste, Golf Course, Sunrise Theatre, and Building and Code Funds. Ms. Morris reported on the General Fund projected shortages and overages for FY19-20. The City of Fort Pierce will apply for reimbursement of costs associated with COVID-19 through the CARES Act. Ms. Morris included a summary report on the FPRA.

11. CONSENT AGENDA

- a. Approval of Specific Authorization No. 2 to Culpepper & Terpening, Inc (C&T) in an amount not to exceed \$62,970.00. Pending City Attorney approval.
- b. Approval of request to reduce demolition fees in the amount of \$38,241.68 against 2152 S Jenkins Road, Fort Pierce, FL, Parcel ID Number 2418-333-0002-000-6 owned by BGDN, LLC, 1820 Avenue K, Brooklyn, NY 11230. In accordance with previously established policy, staff recommends the approval to waive the costs for interest, penalties, and fees leaving a balance due of \$21,827.00 payable in 30 days. However, applicant is requesting a waiver of all charges \$38,241.68, which requires a direct vote by Commission.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve items 11a and 11b.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

12. PUBLIC HEARINGS

Any Public Comment on these items, if not being offered in person, should be submitted by noon on the day of the meeting using the Sworn Public Comment Form which is available on the city's website at:
<http://www.cityoffortpierce.com/DocumentCenter/View/8741/Sworn-Public-Comment-for-Public-Hearings>

- a. Presentation and Public Hearing for the 2019-2020 Community Development Block Grant (CDBG) Program with CARES Act (CV) Amendment

Grants Administration Manager Caleta Scott provided a presentation on the 2019 Action Plan which is the fourth of five years under the Consolidated Plan for program years 2016–2020. The plan is amended to include the CARES Act funding. The community is informed through public presentations, hearings, advertising, and social media. The original Action Plan includes economic development, public services, improvements to public facilities, owner-occupied housing rehabilitation assistance and neighborhood revitalization. The amendment includes expansion of the original plan to include the CARES Act funding for COVID-19 relief through small business grants, COVID-19 testing coordination, food distributions and relief supplies, emergency housing assistance, and program administration.

Mayor Linda Hudson opened the public hearing. Seeing no one, Mayor Hudson closed the public hearing.

- b. Quasi-Judicial Hearing for a Conditional Use Approval for an elevated dune crossover seaward of the Coastal Construction Control Line (CCCL) at 618 S Ocean Drive for private beach access

City Clerk Linda Cox introduced the application for Conditional Use for an elevated dune crossover seaward of the Coastal Construction Line (CCCL) at 618 S. Ocean Drive for private beach access.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Peter Sweeney would read regarding Quasi-Judicial Hearings as they apply to all subsequent Quasi-Judicial Hearings tonight.

Before commencing this Quasi-Judicial Hearing, Peter Sweeney, City Attorney, reminded the City Commission that they serve in both a legislative and quasi-judicial role. When acting as a legislative body, the commission engages in law-making activity by passing laws and establishing policies. When acting as a quasi-judicial body, the commission applies those laws and policies and is held to stricter procedural requirements.

Quasi-judicial proceedings are less formal than proceedings before a circuit court but are more formal than the normal commission meeting. Quasi-judicial proceedings must follow basic standards of notice and due process; and decisions must be made based on competent substantial evidence.

Therefore, Commissioners have a duty to conduct the quasi-judicial proceedings more like judges than legislators. That is why the commission has established the uniform procedures for quasi-judicial hearings that will be followed this evening.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Alexander - none.
Commissioner Johnson - none.
Commissioner Perona - none.
Commissioner Sessions - none.
Mayor Hudson – none.

Mayor Linda Hudson opened the public hearing.

City Clerk Linda Cox was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Staff presentation:

Planning Director Jennifer Hofmeister provided an overview of the proposed Conditional Use with New Construction of an elevated dune crossover seaward of the CCCL located at 618 South Ocean Drive. Ms. Hofmeister presented slides showing the Future Land Use, Zoning and Site Plan to further describe the property. The Department of Environmental Protection has approved this plan for seaward construction. One Hundred Fifty-Five (155) notices were sent to adjacent property owners: four (4) returned in favor and four (4) in opposition. The Planning Board has recommended approval of this application.

Staff recommends approval subject to one (1) condition:

1. Obtain the approval of the Florida Department of Environmental Protection for construction activities seaward of the Coastal Construction Control Line before construction activities can commence.

Commission questions for Staff:

A similar dune crossover at an adjacent property was approved by the City Commission last year.

Applicant presentation:

Lois Edwards, with RD Environmental Consultants as Applicant Representative, sworn was present and available to answer any questions.

Commission questions for Applicant: None.

Public comment: None.

Mayor Hudson closed the public hearing.

Comments by the City Commission: None.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Item 12b with staff conditions.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- c. Quasi-Judicial Hearing for a Conditional Use Approval with no new construction for a Vacation Rental located at 1361 Binney Drive submitted by the applicant, Michelle Longarzo, for the property owner, Dana France.

City Clerk Linda Cox introduced the application for Conditional Use with no new construction for a Vacation Rental located at 1361 Binney Drive, submitted by the applicant, Michelle Longarzo, for the property owner, Dana France.

Mayor Hudson called the public hearing to order and reminded the Commission and Public that this proceeding is a Quasi-Judicial Hearing and that City Attorney Peter Sweeney has read the legal requirements into the record.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Alexander - none.
Commissioner Johnson - none.
Commissioner Perona – yes.
Commissioner Sessions - none.
Mayor Hudson – none.

Mayor Linda Hudson opened the public hearing.

City Clerk Linda Cox was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Staff presentation:

Planning Director Jennifer Hofmeister provided an overview of the proposed application for Conditional Use with no new construction for a vacation rental located at 1361 Binney Drive. Ms. Hofmeister provided slides showing the location, future land use and zoning maps. The applicant is seeking approval to operate a vacation rental offering lodging for less than six (6) months with a minimum rental period of two (2) days.

One hundred thirty (130) notifications were mailed to adjacent property owners with two (2) returned in favor and fifteen (15) opposed. Planning Board recommends approval.

Staff recommends approval subject to six (6) conditions:

- 1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
- 2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
- 3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles per unit.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.
- 6) Pursuant to City Code Section 22-62(b)(4) Sidewalks. In order to provide continual access for pedestrians, sidewalks and sidewalk linkages shall be required to be provided by the property owner or permit applicant, when plans are submitted for condition use applications or pay a payment into the city sidewalk fund pursuant to City Code Section 22-62(g).

Commission questions for Staff:

Commissioner Perona inquired about the reason for opposition by neighbors. Ms. Hofmeister stated that most of the notifications returned in opposition were out of concern for a potential change of character for the neighborhood. Commissioner Johnson inquired about the driveway apron along Binney Drive. Ms. Hofmeister stated that driveways must meet the standard conditions of the City Engineering requirements including the apron. Mr. Mimms added that the property owner is responsible for the maintenance of their driveway and apron up to the connection to a city roadway.

Applicant presentation:

Michelle Longarzo, Applicant Representative, sworn was present. Ms. Longarzo is concerned with consistency in approvals and conditions and, objects to any condition being required regarding the driveway and does not feel an applicant should be responsible for paying fees or costs for the notification mail to neighboring property owners. Ms. Longarzo referred to Opine 179 regarding conditional use permits and does not agree that a vacation rental is a substantial change of use. Ms. Longarzo further stated that vacation rental owners are protected under Hale vs. Hinkle and that under informal Opine 8079 sprinklers and other conditions should not be imposed.

Dana France, Applicant, sworn, was present. Ms. France purchased the property approximately two years ago and has invested a lot of money into improving this property which in turn, has improved the City of Fort Pierce by enhancing tourism. Ms. France does not agree with adding a sidewalk because there is one across the street.

Commission questions for Applicant: None.

Public comment: None

Mayor Hudson closed the public hearing.

Comments by the City Commission:

Commissioner Perona inquired of the City Attorney if the City of Fort Pierce has the authority to impose these conditions on this application. City Attorney Peter Sweeney stated that there is provision that is "in the best interest of the community" for any condition as long as it is reasonably tailored to what the conditional use is. Ms. Hofmeister stated that there is a driveway provision, and this is a "conditional use" and not permitted by right. The State of Florida regulates the duration and location of vacation rentals. The city can impose conditions that are in the best interest of the health, welfare and safety of the city.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Item 12c with staff conditions except that condition 6 is substituted with "The Property Owner will construct a driveway apron" consistent with City Code instead of the sidewalk condition.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona

NAY: Commissioner Rufus Alexander, Commissioner Reginald Sessions

Passed

- d. Quasi-Judicial Hearing for a Conditional Use Approval with no new construction for a Vacation Rental located at 1218 S. 11th Street submitted by the applicant, Michelle Longarzo, for the property owner, Raul Arenas.

City Clerk Linda Cox introduced the application for Conditional Use with no new construction for a Vacation Rental located at 1218 S. 11th Street submitted by the applicant, Michelle Longarzo, for the property owner, Raul Arenas.

Mayor Hudson called the public hearing to order and reminded the Commission and Public that this proceeding is a Quasi-Judicial Hearing and that City Attorney Peter Sweeney has read the legal requirements into the record.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Alexander - none.

Commissioner Johnson - yes.

Commissioner Perona - yes.

Commissioner Sessions - yes.

Mayor Hudson - yes.

Mayor Linda Hudson opened the public hearing.

City Clerk Linda Cox was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Staff presentation:

Planning Director Jennifer Hofmeister provided an overview of the proposed application for Conditional Use with no new construction for a vacation rental located at 1218 S. 11th Street. Ms. Hofmeister provided slides showing the location, future land use and zoning maps. The applicant is seeking approval to operate a vacation rental offering lodging for less than six (6) months with a minimum rental period of two (2) days.

Sixty-five (65) notifications were mailed to adjacent property owners with zero (0) returned in favor and one (1) opposed. Planning Board recommends approval.

Staff recommends approval subject to five (5) conditions:

- 1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
- 2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
- 3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles at the site.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

Commission questions for Staff: None.

Applicant questions for Staff:

Michelle Longarzo, Applicant Representative, sworn objects to condition 4 regarding the number of vehicles allowed on site. Ms. Hofmeister explained that this is a condition imposed by the Planning Board with the support of the City Commission and was added as a standard condition to single family homes.

Applicant presentation:

Michelle Longarzo, Applicant Representative, sworn was present. Ms. Longarzo reiterated her opposition to condition 4 regarding the number of vehicles per site. Ms. Longarzo stated the property owner will comply with conditions 1, 2, 3, and 5 and remains opposed to condition 4. Ms. Longarzo does not feel home rule applies. Ms. Longarzo read into the record a term from binding arbitration Opine 179 as well as the informal interpretation Opine 8079 regarding constitutional use of property.

Commission questions for Applicant:

Commissioner Johnson explained that stormwater holding is different for commercial transient business such as hotels. Bringing transient traffic to a single-family residence can possibly affect the health, safety and welfare of neighboring residences.

Public comment:

City Clerk Linda Cox read a sworn statement in opposition of the application based on safety concerns from Michael and Pamela Culley into the record.

Mike Menard, sworn, opposed to the application. As a licensed architect, he indicated that based upon the floor plan provided, the bathroom size and fire alarm locations appear to be inconsistent with the Florida Building Code. Luca Fontaine Bradley, sworn, opposed to the application based upon traffic concerns.

Kia Fontaine, sworn, opposed to the application based upon a change to the neighborhood character.

Michelle Longarzo, sworn, supports application.

Mayor Hudson closed the public hearing.

Comments by the City Commission:

Mayor Hudson participates in a civics discussion with students at Dan McCarty Middle School. The students have raised concerns about having to walk along 1th Street in the road because there are no sidewalks. Mayor Hudson agrees that having transient traffic would not be appropriate at this location. Commissioner Perona is concerned that the floor plan submitted by the applicant has a discrepancy with the floor plan on the St. Lucie County Tax Assessor's record. If a three-bedroom home was modified to four bedrooms and it was not properly permitted, the inhabitants are at risk for their health, safety, and welfare. Commissioner Alexander is concerned with public safety if automobiles need to be parked on the street because the driveway is inadequate to accommodate the number of visitors

City Attorney Peter Sweeney explained that the City of Fort Pierce has a valid ordinance regarding vacation rentals. The ordinance has not been declared unconstitutional or illegal. State legislation prevents a municipality from regulating duration or location of a vacation rental.

Commissioner Johnson heard competent substantial evidence in the public comment from a professional with first-hand knowledge of the neighborhood regarding the health, safety, and welfare of the public.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to disapprove Item 12d.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- e. Legislative Hearing - Ordinance 20-016 Establishing the Bent Creek Community Development District. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE BENT CREEK COMMUNITY DEVELOPMENT DISTRICT, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the Public Hearing.

Mr. Brian Nolan, Applicant Representative, sworn, was present. It is the developer's intention to move forward with the streetscape and light bank planning for the existing and future phases. Mr. Nolan further stated that existing homeowners and HOA's will not be assessed any fees associated with the Community Development District (CDD).

Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve Ordinance 20-016.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Thomas Perona, Commissioner Reginald Sessions

NAY: Commissioner Jeremiah Johnson

Passed

- f. Legislative Hearing - Ordinance 20-019 adopting 2020 Fort Pierce Redevelopment Plan Update and providing for an extension of operational timeframe. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-019

AN ORDINANCE OF THE CITY OF FORT PIERCE, ADOPTING THE COMMUNITY REDEVELOPMENT PLAN UPDATE FOR THE FORT PIERCE REDEVELOPMENT AGENCY; PROVIDING FOR AN EXTENSION OF THE COMMUNITY REDEVELOPMENT AGENCY'S OPERATIONAL TIMEFRAME, PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT. SECOND READING

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Ordinance 20-019.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- g. Legislative Hearing - Ordinance 20-008 amending the City's Comprehensive Plan to include revisions to the Future Land Use Element Subsection B, Commercial, to require the uses within the Central Business District (CBD) to have mixed-uses which may include commercial / retail, allow for single-family residential as part of those mixed-use developments, expand the range of office and retail uses which may be permissible. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE CITY'S COMPREHENSIVE PLAN TO INCLUDE REVISIONS TO THE FUTURE LAND USE ELEMENT SUBSECTION B, COMMERCIAL, TO REQUIRE THE USES WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) TO HAVE MIXED USES WHICH MAY INCLUDE COMMERCIAL / RETAIL, ALLOW FOR SINGLE-FAMILY RESIDENTIAL AS PART OF THOSE MIXED-USE DEVELOPMENTS, EXPAND THE RANGE OF OFFICE AND RETAIL USES WHICH MAY BE PERMISSIBLE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Ordinance 20-008.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- h. Legislative Hearing - Ordinance 20-009 changing the home occupation use in the Central Commercial (C-4) zoning district from a prohibited use to a conditional use; permitting mixed uses to be constructed as individual buildings or developments in the Central Commercial (C-4) zoning district, both vertically and horizontally; changing duplex, detached house, and townhouse uses in the Central Commercial (C-4) zoning district from prohibited uses to conditional uses; defining the utilization of home occupations located on parcels within the central business district (CBD) Future Land Use designation. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-009

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, RELATING TO BASIC ZONING DISTRICTS, ALLOWED USES, AND SUPPLEMENTARY REGULATIONS, CHANGING THE HOME OCCUPATION USE IN THE CENTRAL COMMERCIAL (C-4) ZONING DISTRICT FROM A PROHIBITED USE TO A CONDITIONAL USE; PERMITTING MIXED USES TO BE CONSTRUCTED AS INDIVIDUAL BUILDINGS OR DEVELOPMENTS IN THE CENTRAL COMMERCIAL (C-4) ZONING DISTRICT, BOTH VERTICALLY AND HORIZONTALLY; CHANGING DUPLEX, DETACHED HOUSE, AND TOWNHOUSE USES IN THE CENTRAL COMMERCIAL (C-4) ZONING DISTRICT FROM PROHIBITED USES TO CONDITIONAL USES; DEFINING THE UTILIZATION OF HOME OCCUPATIONS LOCATED ON PARCELS WITHIN THE CENTRAL BUSINESS DISTRICT (CBD) FUTURE LAND USE DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve Ordinance 20-009.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- i. Legislative Hearing - Ordinance 20-011 seeking a Future Land Use Map Amendment for eight (8) properties generally located at or near 322 North 2nd Street from Industrial (I) to Central Business District (CBD). SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-011

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; FUTURE LAND USE MAP AMENDMENT FOR EIGHT (8) PROPERTIES GENERALLY LOCATED AT OR NEAR 322 NORTH 2ND STREET FROM INDUSTRIAL (I) TO CENTRAL BUSINESS DISTRICT (CBD); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Ordinance 20-011.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- j. Legislative Hearing - Ordinance 20-017 abandoning all City right-of-way passing through or lying within two parcels of land bound By A.E. Backus Avenue to the north, North Indian River Drive to the east, Avenue B to the south, and North 2nd Street to the west. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-017

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ABANDONING ALL CITY RIGHT-OF-WAY PASSING THROUGH OR LYING WITHIN TWO PARCELS OF LAND BOUND BY A.E. BACKUS AVENUE TO THE NORTH, NORTH INDIAN RIVER DRIVE TO THE EAST, AVENUE B TO THE SOUTH, AND NORTH 2ND STREET TO THE WEST, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING.

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve Ordinance 20-017.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- k. Legislative Hearing - Ordinance 20-018 abandoning a portion of the Avenue B right-of-way, bound by A.E. Backus Avenue to the north, North 2nd Street to the east, Avenue A to the south, and the FEC Railroad to the west. SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-018

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ABANDONING A PORTION OF THE AVENUE B RIGHT-OF-WAY, BOUND BY A.E. BACKUS AVENUE TO THE NORTH; NORTH 2ND STREET TO THE EAST, AVENUE A TO THE SOUTH, AND THE FEC RAILROAD TO THE WEST; BEING APPROXIMATELY 65.00 FEET WIDE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Ordinance 20-018.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- l. Legislative Hearing - Ordinance 20-012 rezoning ten (10) properties generally located at or near 322 North 2nd Street from Light Industrial (I-1) for eight (8) parcels and Central Commercial (C-4) for two (2) parcels to Planned Development (PD). SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-012

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING TEN (10) PROPERTIES GENERALLY LOCATED AT OR NEAR 322 NORTH 2ND STREET FROM LIGHT INDUSTRIAL (I-1) FOR EIGHT (8) PARCELS AND CENTRAL COMMERCIAL (C-4) FOR TWO (2) PARCELS TO PLANNED DEVELOPMENT (PD); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Ordinance 20-012.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- m. Legislative Hearing - Ordinance 20-021 - extending the territorial limits of the City of Fort Pierce, to include a 1.50 acre unaddressed parcel abutting 3280 South 25th Street in Fort Pierce, Florida. FIRST READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-021

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE A 1.50 ACRE UNADDRESSED PARCEL ABUTTING 3280 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING.

Planner Brandon Creagan provided an overview of the proposed ordinance for the annexation of a parcel attached to 3280 South 25th Street. Mr. Creagan provided a Site Aerial Map, Future Land Use Map and Zoning Map to

further identify the parcel. As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends approval with the Future Land Use Designation of RL and Zoning of R-1.

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve Ordinance 20-021.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

13. CITY COMMISSION

- a. Resolution No. 20-R38 establishing Community Response Department fees.

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 20-R38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ESTABLISHING ANIMAL CONTROL FEES, TEMPORARY SIGN PERMIT FEE, AND CODE ENFORCEMENT ADMINISTRATION FEES; AND PROVIDING FOR AN EFFECTIVE DATE

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve Resolution 20-R38.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- b. Resolution 20-R39 appointing a member to the Planning Board.

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 20-R39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Linda Cox advised the City Commission that this at-large seat was held by Mr. O'Connell who is not seeking re-appointment. Ballots were distributed to the City Commission

Commissioner Alexander –	Marcia Baker
Commissioner Johnson –	Al Bernetti
Commissioner Perona –	Marcia Baker
Commissioner Sessions –	Marcia Baker
Mayor Hudson -	Al Bernetti

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve Resolution 20-R39 and appoint Marcia Baker, At Large to the City of Fort Pierce Planning Board.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- c. Discussion and/or direction regarding the Mayor and Commission appointees to the Police Community Advisory Committee that have terms expiring on 9/3/2020; will members be reappointed or shall we seek additional applications.

Mayor and Commission appointees to the Police Community Advisory Committee have terms which are set to expire on September 03, 2020. A resolution for appointment or reappointment will be made at the next meeting.

14. 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.

Tim Gunther
Michelle Longarzo

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms has provided the City Commission with the City Manager COVID-19 update. At the food and school supplies distribution at Percy Peek Gymnasium, one randomly selected family was given a brand-new laptop computer. We have had wonderful community collaboration with our partners. It was a rewarding experience for the employee's and volunteers to bring joy to the children and families of our community. The City of Fort Pierce will continue to be conservative and are aiming to meet all the strategic objectives.

City Attorney Peter Sweeney had no further comments.

City Clerk Linda Cox provided the following Budget Hearing dates: September 14, 2020. The First Reading will be September 21, 2020, and the Second Reading will be at a special meeting on September 28, 2020. Ms. Cox reminded the City Commission that starting in September the new times for the City Commission meetings will come into effect.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander is concerned that people are not social distancing or wearing their masks in public despite the facial mask mandate.

Commissioner Perona mentioned that school starts next week, be safe everyone. Please vote!

Commissioner Sessions Please vote!

Commissioner Johnson stated that there are many opportunities with the CARES Act Funding. Human Resources for St. Lucie County has had some creative programs including information technology such as Microsoft Teams.

Mayor Hudson reported that the Florida League of Cities had it's first virtual General Session. Councilwoman Jolien Caraballo from Port St. Lucie was elected as the Second Vice President who is the first person from the Treasure Coast to be elected to office in the Florida League of Cities. Tomorrow is the day that the Tennessee Legislature ratified the 19th Amendment 100 years ago to allow women the right to vote. Please exercise your right to vote! Please complete your Census. The Census due at the end of September is extremely important for the community.

17. 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.

Mayor Linda Hudson adjourned the meeting at **9:49PM**

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting - 6:00 pm

6. a.

Meeting Date: 09/08/2020

Re: Hunger Action Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Hunger Action Month Proclamation

Attachments

Hunger Action

Form Review

Inbox

City Manager

Form Started By: Miriam Garcia

Final Approval Date: 08/15/2020

Reviewed By

Nick Mimms

Date

08/15/2020 04:17 PM

Started On: 07/22/2020 03:44 PM

WHEREAS, hunger and poverty remain issues of grave concern in the United States, the State of Florida, the Treasure Coast, and the City of Fort Pierce, with 40,770 children and adults in St. Lucie County now categorized as food insecure; and

WHEREAS, the City of Fort Pierce is committed to taking steps to raise awareness about the need to combat hunger in every part of our City and to provide additional resources that the citizens of Fort Pierce need; and

WHEREAS, the City of Fort Pierce is committed to working with the Treasure Coast Food Bank in mobilizing people about the role and importance of food banks and other hunger relief organizations in addressing hunger and bringing attention to the need to devote more resources and attention to hunger issues; and

WHEREAS, food banks and hunger relief organizations across the country, including the Treasure Coast Food Bank, coordinated Hunger Action Day® on September 10, 2020 and will continue to host numerous events throughout the month of September to shed light on this important issue and encourage involvement in efforts to end hunger in their local community.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim September 2020 as:

“Hunger Action Month”

in the City of Fort Pierce and call this observance to the attention of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 8th day of September 2020.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 6:00 pm

6. b.

Meeting Date: 09/08/2020

Re: Constitution Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Constitution Week Proclamation being received by Linda Gallup.

Attachments

Constitution Week

Form Review

Inbox

City Manager

Form Started By: Miriam Garcia

Final Approval Date: 09/01/2020

Reviewed By

Nick Mimms

Date

09/01/2020 02:47 PM

Started On: 08/14/2020 09:04 AM

WHEREAS, The Constitution of the United States of America insures the rights of every American and provides the framework for the administration of our Country; and

WHEREAS, September 17, 2020, marks the 233rd anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 15th – 21st as Constitution Week.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of September 15 through September 21st, 2020 as:

“Constitution Week”

and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 8th day of September 2020.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 6:00 pm

6. c.

Meeting Date: 09/08/2020

Re: Suicide Prevention Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Suicide Prevention Awareness Month

Attachments

Form Review

Inbox

City Manager

Form Started By: Miriam Garcia

Final Approval Date: 08/30/2020

Reviewed By

Nick Mimms

Date

08/30/2020 11:40 AM

Started On: 08/14/2020 09:08 AM

WHEREAS, September is National Suicide Prevention Awareness Month, which directs the community’s attention to this public health epidemic destroying lives, whole families and sometimes entire communities; and

WHEREAS, suicide is the second leading cause of death in the U.S. among individuals age 10 to 34 years old; and

WHEREAS, suicide is the tenth leading cause of death overall in the U.S., claiming the lives of over 47,000 people; and

WHEREAS, on average, there are 123 suicides a day or 1 every 12 minutes, and, in St. Lucie County, there were 57 suicides in 2019 or 1 death every 6.4 days; and

WHEREAS, suicide is the only type of death that is 100% preventable; and by offering the public education, data, support, and services we as a community have taken a step toward preventing another suicide by our residents; and,

WHEREAS, we are honored to be part of the healing process, supporting services addressing mental health illnesses and drug and alcohol addiction.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim September 2020 as:

“Suicide Prevention Awareness Month”

in the City of Fort Pierce and urge our residents to learn how they may help because Suicide Prevention is everyone’s business.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 8th day of September 2020.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 6:00 pm

6. d.

Meeting Date: 09/08/2020

Re: Proclamation recognizing Jeremy Pittman Jr.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation recognizing Jeremy Pittman, Jr.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Pittman

Form Review

Form Started By: Miriam Garcia
Final Approval Date: 08/28/2020

Started On: 08/28/2020 10:15 AM

WHEREAS, Jeremy Pittman, Jr. is a thirteen-year-old African American native of Fort Pierce, Florida. He was born to Jeremy Pittman Sr. and Whitney King. His birthday is August 31st, 2007; and

WHEREAS, currently Jeremy is a student at Creative Arts Academy of St. Lucie, where he is in the 6th grade. He excels in all subject areas, but considers his favorite subjects to be Math and Science; and

WHEREAS, Jeremy can be described as an excellent leader in the classroom. In February 2020, he was awarded Leader of the Month by his teacher. Outside of school, Jeremy spends his time playing the piano, football, and boxing; and

WHEREAS, Jeremy is an amateur boxer with Sunrise City Boxing in his local community of Fort Pierce. During his boxing tenure, Jeremy has competed in Kansas City, Missouri and Palm Beach, Florida tournaments. He has become the National Silver Gloves Champion for Region 3. In the future, Jeremy plans to partner with local organizations and give back to his community.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby issue this proclamation in honor of

Jeremy Pittman, Jr.

in recognition of his achievements, and for setting an example for the youth of Fort Pierce.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 8th day of September, 2020.



MAYOR/COMMISSIONER

City Commission Regular Meeting - 6:00 pm

7. a.

Meeting Date: 09/08/2020

Re: Letter from PBC Sheriff's Office

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Gary L. Robinson, Unit Manager, Staff Inspections/Accreditation Professional Compliance Bureau, Palm Beach County Sheriff's Office commending Mr. Akeem Johnson, Accreditation Manager, for his professionalism and exceptional representation of the Fort Pierce Police Department as a member of the Florida Gulf Coast University Police Department accreditation on-site assessment team.

Attachments

Letter from Gary L. Robinson

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/15/2020 04:18 PM
City Manager	Nick Mimms	08/15/2020 04:18 PM
Form Started By: Jennifer Robinson		Started On: 08/11/2020 09:44 AM
Final Approval Date: 08/15/2020		

PALM BEACH COUNTY
SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



August 3, 2020

Chief Diane Hobley-Burney
Fort Pierce Police Department
920 South US #1
Fort Pierce, FL 34954

Dear Chief Hobley-Burney:

On behalf of the Commission for Florida Law Enforcement Accreditation, Inc., I extend our thanks for allowing Mr. Akeem Johnson to participate as part of the Florida Gulf Coast University Police Department accreditation on-site assessment team July 28-30, 2020. It was my privilege as team leader to have the benefit of Mr. Johnson's training and experience on my assessment team.

Mr. Johnson provided a thorough, professional review of the agency and their compliance with the standards he was assigned. His efforts were appreciated considering the restrictions we were forced to operate under due to COVID-19. Mr. Johnson represented himself and your agency in a manner reflecting the quality of the person and the Fort Pierce Police Department.

If I can be of any service to your agency, please feel free to call on me at any time.

Sincerely,

Gary L. Robinson
Unit Manager
Staff Inspections/Accreditation
Professional Compliance Bureau

RECEIVED
AUG 07 2020
CHIEFS OFFICE/FPPD

c: Mr. Johnson
Florida Accreditation Office

PHONE: (561) 688-3075

FAX: (561) 688-3728

E-MAIL: robinsong@pbsso.org

3228 Gun Club Road ▪ West Palm Beach, Florida 33406-3001 ▪ (561) 688-3000 ▪ <http://www.pbsso.org>

City Commission Regular Meeting - 6:00 pm

7. b.

Meeting Date: 09/08/2020

Re: Heathcote Thank You Note

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Thank you note from Joan Friedman, Executive Director and Holly Theuns, Grants and Marketing Manager, thanking Public Works Department employees: Troy Hall, Chris Dimaiio, Michael Amelca and Jose Sanchez for removing a fallen tree so that Heathcote Botanical Gardens could reopen to the public.

Attachments

Thank You Note

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/15/2020 04:19 PM
City Manager	Nick Mimms	08/15/2020 04:19 PM
Form Started By: Jennifer Robinson		Started On: 08/11/2020 10:24 AM
Final Approval Date: 08/15/2020		



THE SUNRISE CITY
FORT PIERCE
PUBLIC WORKS
DEPARTMENT

Florida

TO: Director of Public Works: Mike Reals

FROM: Parks and Grounds Manager: Paul Bertram

RE: Heathcote Botanical Gardens

DATE: 08-06-2020

Good morning Mr. Reals,

I have received a thank you card of appreciation for the fine work that four of our employees received from Mrs. Joan Friedman, Executive Director and Marketing Manager Mrs. Holly Theuns of Heathcote Botanical Gardens.

The task required great skills and workmanship to remove a fallen tree that fell during Tropical Storm Isiah which temporarily closed the garden to the public. Due to the location of the tree it had to be cut by hand without the use of heavy equipment or a bucket truck. As a result of their workmanship the tree was removed safely without any plant or property damage and safely hauled away.

Heathcote Gardens was able to reopen to the public 08-05-2020.

Please recognize the employees listed below for a job well done with pride to our Department and the City Of fort Pierce.

The employees on the job are listed below:

Troy Hall

Chris Dimaiio

Michael Amelca

Jose Sanchez

CC: Deputy Director of Public Works



Holly Theuns

Grants and Marketing Manager

Office: 772.464.4672 Fax: 772.464.2676

htheuns@HeathcoteBotanicalGardens.org

210 Savannah Road, Fort Pierce, FL 34982

Joan Friedman

Executive Director

Phone: 772.464.4672 Cell: 402.740.8260

jfriedman@heathcotebotanicalgardens.org

210 Savannah Rd., Fort Pierce, FL 34982

Thank you for being such good
neighbors! Fort Pierce is
a wonderful place to live,
work and play.

Thanks for removing our fallen tree
and allowing us to re-open to the
public.

The Team at Heathcote
Botanical
Gardens

City Commission Regular Meeting - 6:00 pm

7. c.

Meeting Date: 09/08/2020

Re: Letter from Hortense Spivey

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Hortense Spivey, Hortense/ Mills Memorial Funeral Home, thanking Fort Pierce Investigator Clark and the Police Officers, who assisted with picking up the deceased from a residence, for their professionalism and compassion shown to the family.

Attachments

Letter from Hortense Spivey

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/30/2020 11:51 AM
Form Started By: Jennifer Robinson		Started On: 08/26/2020 12:12 PM
Final Approval Date: 08/30/2020		

Hortense & Mills Memorial Funeral Home

4301 U.S. Highway 1

Vero Beach, Florida 32967

772-569-4626 (P) 772-567-7139 (F)

August 18, 2020

Police Chief Mrs. Diane Hobley- Burney,

I would like to extend a heart felt thank you to you and your officers that worked the Larry King pick up. In the early morning hours of August 17, 2020 our funeral home was called to pick up the deceased, Mr. Larry King from his home at 102 Hialeah avenue. Your investigator Mr. Clark and the two other officers that were there showed such professionalism and compassion for the family, who lost their son only a few weeks ago, it was breathtaking to see such empathy shown to this family. We here at Hortense/Mills Memorial Funeral Home meet our citizens on the worst days of their lives, as many of you in law enforcement do, I just wanted you to know that it has been a very long time since I, myself witnessed such a heartfelt interaction. If you could please extend our sincere Thank you to the officers and Mr. Clark.

Sincerely,




Hortense Spivey, LFDIC

Hortense/ Mills Memorial Funeral Home.

RECEIVED

AUG 21 2020

CHIEFS OFFICE/FPPD



Hornsey/Mills Memorial Home
4301 US Hwy 1
Vero Beach, FL 32907
(772) 569-4626



THANK
you



Thank you for
all that you do!

NSM



City Commission Regular Meeting - 6:00 pm

10. a.

Meeting Date: 09/08/2020

Re: Boys and Girls Clubs

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation by CEO, Will Armstead, and COO, Melanie Wiles, of the partnership efforts with the Boys and Girls Clubs of St. Lucie County.

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/30/2020 11:41 AM
Form Started By: Jennifer Robinson		Started On: 08/19/2020 08:12 AM
Final Approval Date: 08/30/2020		



COVID-19 RESPONSE, RECOVERY & RESILIENCE

Whatever It Takes for Youth, Families and our Community

RESPONSE

IMMEDIATE RELIEF



BOYS & GIRLS CLUBS
OF ST. LUCIE COUNTY



Distributed meals, groceries and other essentials to families in need.



BGC Staff conducted 5,000 wellness checks and distributed valuable COVID-19 relief information to families.



Provided 24/7 emergency childcare for essential workers representing 25 different sectors.

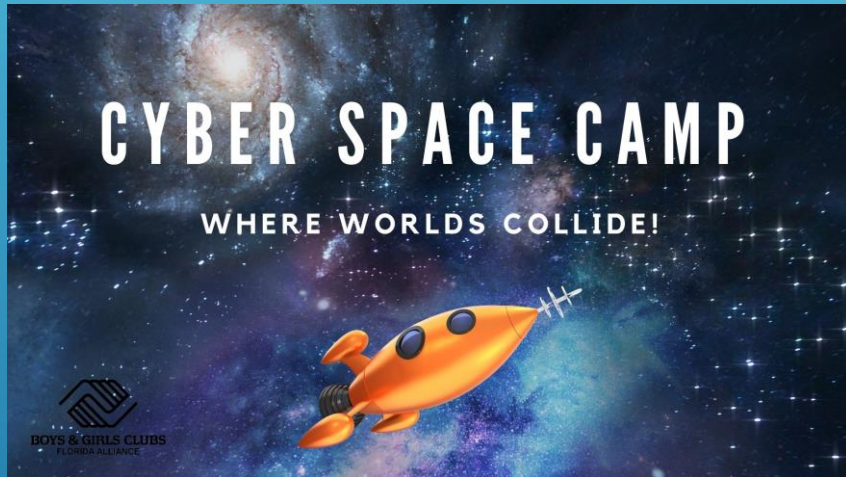


RESPONSE

THINKING OUTSIDE THE BOX



BOYS & GIRLS CLUBS
OF ST. LUCIE COUNTY



Kids and their families watched The Virtual Club on YouTube and Facebook. BGC Staff connected on Zoom with Club members for fun programs and activities.



Mobile Pop-Up Boys & Girls Club vans visit Fort Pierce neighborhoods to get kids out of their houses for fun, educational activities.

RESPONSE

**OPERATION DINNER
TABLE**



**BOYS & GIRLS CLUBS
OF ST. LUCIE COUNTY**



RECOVERY

Summer Camp



BOYS & GIRLS CLUBS
OF ST. LUCIE COUNTY

Boys & Girls Club Summer Camp opened in three Fort Pierce BGC Clubhouses – Infinity, Garden Terrace, and Percy Peek Gym Teen Center.

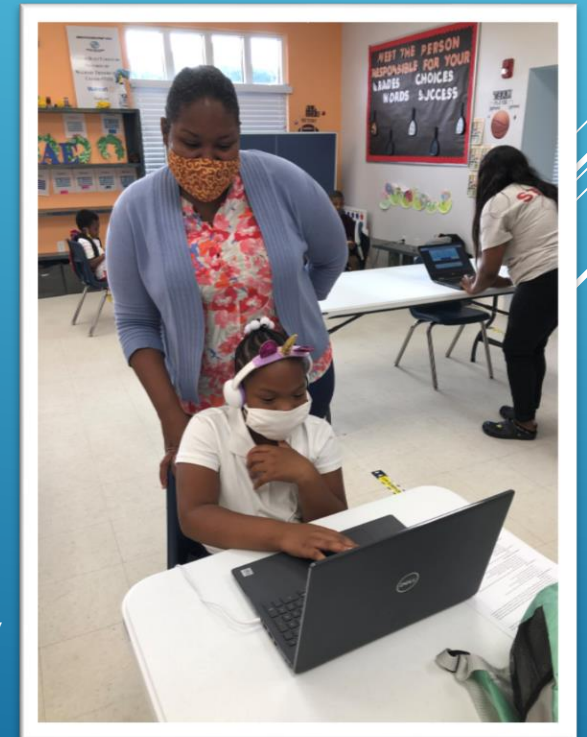
- Parents went back to work
- Camp just \$25 per week
- Teens were free
- All Club families received scholarships
- Breakfast, Lunch, STEAM, and Brain Gain activities
- Kids felt a sense of normalcy
- Qualified teachers assisted with virtual Summer School.



CDC COVID-19 safety guidelines are strictly followed

LEADING THE WAY

Many local businesses and organizations visited Boys & Girls Club Summer Camp to observe and learn from the innovative safety procedures.



ST. LUCIE COUNTY



Lincoln Park Academy sophomore Yan Morrison found a summer job at the St. Lucie County administrative office as part of the 'Into the Future' summer workforce readiness program. CONTRIBUTED BY BGCSLC

Boys & Girls clubs help teens find summer work

Mitch Kloorfain

Special to Treasure Coast Newspapers
USA TODAY NETWORK - FLORIDA

ST. LUCIE COUNTY – Boys & Girls Clubs of St. Lucie County (BGCSLC) is helping make sure teens in St. Lucie County are aware of summer job opportunities.

Through partnerships with St. Lucie County, Career Source Research Coast, Economic Development Council of SLC, the City of Fort Pierce, Allegany Franciscan Ministries, Bank of America, and Children's Services Council of St. Lucie County, teens are engaged in a workforce readiness programs and employment opportunities as part of BGC's 'Into the Future' program.

"We were able to put 50 St. Lucie County youth to work this summer in the St. Lucie Works Program. These students are performing work in all capacities from the County Administrator's office to being group leaders with the BGCSLC, and even helping with Parks and Recreation facilities throughout the county," said Doug Baber, St. Lucie County Human Resources Director.

While at the club each week, one of the programs available to teens is "Train Up First," a program to help develop their emotional intelligence in working

with others for them to be successful in a work environment. Each Friday, club members participate in soft skill training and virtual workforce readiness field trips.

"The St. Lucie County Public Schools partner with Public Schools Ready to V uncertainty, VID-19 economic uncertainty, manufacturable and very dynamic excellent job manufacturing will be a quicker process, EDCI

"The Club needs of the provides o introduced earn their strength as teens that a partners to the table that want to have a positive impact on their lives through mentorship," said Will Armstead, CEO of BGCSLC.

For more information call 772-460-9918 or visit www.bgcofslc.org.



INTO THE FUTURE WORKFORCE READINESS

Over the summer, 155 teens participated in our new workforce readiness program **Into The Future**. All received internships or jobs and earned money\$\$\$\$!



Sponsored by:

- Children's Services Council of SLC
- **City of Fort Pierce**
- St. Lucie County
- Bank of America
- SLC Economic Council
- Allegany Franciscan Ministries
- Career Source

My first paycheck.

LEARNING LAUNCHPAD

a part of the CARES Temporary Community Child Care Assistance program

FREE school-day care for MySchool students from families impacted by COVID-19 (eligibility required)

- Multiple Locations
- On-site Support
- K-12 availability
- Meals Provided
- Trained Staff
- Small ratios
- Following CDC guidelines

Find eligibility criteria and application info @ WWW.CCSLC.ORG

Registration is required. Individual locations are responsible for participant registration.



LOCATIONS:

- Boys & Girls Club
- END IT
- Frontline for Kids
- Future Generations
- Grace Education Center
- In the Image of Christ
- Lindsay School of the Arts
- Multi-Cultural Resource Center
- The Arc of St. Lucie County
- YMCA of the Treasure Coast

LIFTOFF:
August 24th

Program will run 12 weeks (or longer pending utilization)



BACK²SCHOOL

Whatever It Takes to Build Great Futures



When school's are out, Clubs are in! 15 school-based Clubs opened August 24 to provide before and/or after school programs.

BGC A+ Attendance Specialists support 14 schools with truancy remediation

Learning Launchpad is available in five Fort Pierce locations



Each Child, Every Day



COMING SOON!

THE LEARN & EARN FOOD TRUCK



The Peter W. Busch Family Foundation gave \$25,000 lead gift.

A component of Boys & Girls Club's Into the Future Workforce Readiness Program

Teens learn how to manage a business and about careers in the food service industry.

Teens earn money working in the Food Truck.

Teens distribute free food in food desert neighborhoods

Teens cater events.

Sponsorships available.

City Commission Regular Meeting - 6:00 pm

10. b.

Meeting Date: 09/08/2020

Re: Arts and Culture Advisory Board Recommendation - 9/11 Memorial Display

SUBJECT:

Presentation of Arts and Culture Advisory Board's recommendation to display donated 9/11 artifacts in a display case at the River Walk Center.

SUMMARY:

At the August 13, 2020 meeting, the Arts and Culture Advisory Board voted unanimously to recommend displaying donated 9/11 artifacts in a display case at the River Walk Center.

RECOMMENDATION:

Approve as recommended

ALTERNATIVES:

Proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Division
Kaitlyn Ballard, Community Resource Specialist

COORDINATED WITH:

Arts and Culture Advisory Board

Attachments

9-11 Memorial Case
National Park Service Rock
9-11 Memorial Metal

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/27/2020 10:52 AM
City Manager	Nick Mimms	08/30/2020 11:48 AM
City Manager	Nick Mimms	09/02/2020 02:15 PM
Form Started By: Kaitlyn Ballard		Started On: 08/21/2020 01:57 PM
Final Approval Date: 09/02/2020		

Display Case w/ Tempered Glass Frameless Top, Cherry Cabinet Base & Locking Door

SKU: FRCTWRCH

Displays2go > Display Cases > Tower Style > Square w/Raised Base > SKU: FRCTWRCH



Hover over the image to zoom in.

Email Pin it Share Tweet

Color: Cherry

Black Cherry Maple

- 6mm Tempered glass creates a safer display!
- Frameless design offers a 360° view within towers!
- Bottom cabinet for storage!
- Unit Does Not Come Assembled

IN STOCK



Ships today if ordered within the next 1 hr 31 mins.

Quantity	Price Each (USD)
1 - 10	\$317.99
11 - 20	\$301.99
21 - 30	\$283.99
31 +	Request a Quote

1

ADD TO CART

Customer Reviews of Displays2go

4.4 / 5 Rating



View all 23743 reviews on Trustpilot

Users That Viewed This Also Viewed



\$313.99

Display Case w/ Tempe...



\$306.99

Display Case w/ Tempe...

Description



United States Department of the Interior
NATIONAL PARK SERVICE



Flight 93 National Memorial
P. O. Box 911
Shanksville, PA 15537

In Reply Refer to:

26 August 2019

Ms. Linda Cox
City Clerk
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

Dear Ms. Cox:

It is with great honor that the National Park Service presents this loan, in-perpetuity, of a rock taken from near the crash site of United Airlines Flight 93 within the Flight 93 National Memorial boundary, to the City of Fort Pierce, for use in the city's memorial honoring CeeCee Ross Lyles.

As a requirement of this loan, please provide photographs and a description of your completed memorial. Send to: Curator, Flight 93 National Memorial, P.O. Box 911, Shanksville, Pennsylvania 15560. These records will become part of the permanent Archives of the Flight 93 National Memorial. Researchers and National Park Service staff will have access to these records that chronicle the efforts of organizations across the nation who have built memorials to the three sites of impact.

Thank you for ensuring that the events and people of September 11, 2001 are not forgotten; that they will be remembered and honored for generations to come.

Sincerely,

Stephen M. Clark
Superintendent

Enclosure



City Commission Regular Meeting - 6:00 pm

10. c.

Meeting Date: 09/08/2020

Re: Monthly Financial Report for the Month Ending July 31, 2020

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Monthly Financial Report for the Month Ending July 31, 2020

SUMMARY:

The Finance Director prepares and presents to the City Commission and Citizens a monthly report on the financial status of the different funds of the City. The financial report for the month ending July 31, 2020, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Fort Pierce Redevelopment Agency Funds.

RECOMMENDATION:

The Finance Department welcomes any suggestions and/or changes to the format.

ALTERNATIVES:

The report can be enhanced or changed.

RESPONSIBLE STAFF:

Finance Director.

COORDINATED WITH:

Finance Department & City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2020

OTHER INFORMATION:

Monthly Report on budgeted Revenue and Expenditures.

Attachments

Monthly Financial Report for July 2020

Form Review

Inbox

Finance Department

City Manager

Form Started By: Queen Thompkins

Final Approval Date: 08/30/2020

Reviewed By

Johnna Morris

Nick Mimms

Date

08/18/2020 10:43 AM

08/30/2020 11:39 AM

Started On: 08/12/2020 10:43 AM

**CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE MONTH ENDING
July 31, 2020**

Evaluation Criteria	General Fund	Marina Fund	Solid Waste	Golf Course	Sunrise Theatre	Building & Code
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes	Yes
Positive Net Operating Income	Yes	Yes	Yes	No	Yes	No
The fund cash balance is positive.	Yes	Yes	Yes	No	No	Yes
The fund current financial position is stable.	Yes	Yes	Yes	No	No	Yes

Yes	FPRA Operating	103 CDBG	105 SHIP	106 HHR	403 Stormwater
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes
The fund cash balance is positive.	Yes	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes	Yes

City of Fort Pierce
Monthly Financial Report
For the Month Ending July 31, 2020
(83% Year Lapse)

General Fund					
Revenue	Budget	Adjusted Budget	FYTD	%	
Beginning Available Resources			\$ 8,740,349		
Revenue:					
Taxes	\$ 23,079,865	\$ 23,079,865	\$ 22,214,008		96.25%
Licenses & Permits	395,000	395,000	488,578		123.69%
Intergovernmental	5,295,000	5,295,000	4,955,764		93.59%
Charges for Services	369,300	369,300	245,482		66.47%
Fines & Forfeitures	294,500	294,500	275,101		93.41%
Miscellaneous Revenue	2,251,200	2,251,200	2,141,994		95.15%
Interfund Transfers	3,471,056	3,471,056	2,774,686		79.94%
Contribution from Enterprise	7,411,101	7,411,101	7,170,483		96.75%
Appropriated Fund Balance	462,950	462,950	0		0.00%
Restricted Revenue	(600,000)	(600,000)	0		0.00%
Total Revenue	\$ 42,429,972	\$ 42,429,972	\$ 40,266,096		94.90%

Expenditures:	Budget	Adjusted Budget	FYTD	%	
City Commission	\$ 265,584	\$ 259,388	\$ 201,313		77.61%
City Manager	900,102	877,599	726,731		82.81%
City Attorney	693,149	593,149	402,456		67.85%
City Clerk	350,315	341,265	279,766		81.98%
Human Resources	443,578	432,489	390,177		90.22%
Finance	911,107	892,607	748,367		83.84%
IT	1,255,193	1,223,813	1,026,808		83.90%
Purchasing	315,418	307,533	259,108		84.25%
Planning	610,772	595,503	498,872		83.77%
Code Enforcement	1,079,651	1,052,660	1,024,974		97.37%
Police	14,765,692	14,396,550	12,770,065		88.70%
Public Works/Director	92,459	92,459	114,809		124.17%
Public Works/Fleet Maint.	708,661	681,891	507,884		74.48%
Public Works/Facilities Maint.	1,029,921	1,008,921	866,050		85.84%
Public Works/Parks & Grounds	2,159,610	2,116,610	1,866,255		88.17%
Public Works/Streets	1,815,593	1,761,823	1,656,834		94.04%
Engineering	1,301,415	1,268,880	930,828		73.36%
Riverwalk	371,116	361,116	227,625		63.03%
Administrative	13,360,636	14,165,716	12,387,846		87.45%
Total Expenditures	\$ 42,429,972	\$ 42,429,972	\$ 36,886,767		86.94%

Net Resources	\$ 3,379,329
Total Available Resources	\$ 12,119,678
Less:	
10% Budget Reserve	(4,242,997)
Reserve	(600,000)
Unrestricted Resources	\$ 7,276,681

Special Revenue Funds

FPRA	Budget	FYTD	%
Beginning Available Resources		\$ 815,161	
Beginning Available Resources			
Taxes	6,700,934	6,824,121	101.84%
Licenses & Permits	0	955	0.00%
Intergovernmental	4,000	9,343	233.56%
Miscellaneous Revenue	200,100	635,263	317.47%
Transfers	0	0	0.00%
Total Revenue	6,905,034	7,469,681	108.18%
Expenses:			
Operating	501,338	409,853	81.75%
Capital Outlay	0	15,553	0.00%
Other Programs & Projects	370,000	71	0.02%
Transfers	0	5,633,696	0.00%
Total Expenses	871,338	6,059,172	695.39%
Net Resources		1,410,509	
Unrestricted Resources		\$ 2,225,670	

Grant Administration	Budget	FYTD	%
Beginning Available Resources		\$ 321,468	
Revenue:			
Program Income	0	43,218	0.00%
Misc. Revenue	242,500	39,874	16.44%
Interfund Transfers	27,000	0	0.00%
Total Revenue	269,500	83,092	30.83%
Expenses:			
Personnel Services	0	0	0.00%
Operating	243,025	0	0.00%
Transfers	26,475	0	0.00%
Total Expenses	269,500	0	0.00%
Net Resources		83,092	
Unrestricted Resources		\$ 404,560	

CDBG	Budget	FYTD	%
Beginning Available Resources		\$ 779,489	
Revenue:			
Intergovernmental Revenue	958,272	0	0.00%
Misc. Revenue	0	45,923	0.00%
Transfers	84,205	0	0.00%
Total Revenue	1,042,477	45,923	4.41%
Expenses:			
Administrative	250,528	231,832	92.54%
Rehabilitation Department	40,000	1,017	2.54%
Capital Outlay	0	20,000	0.00%
Economic Development	309,780	199,170	64.29%
Public Service	80,000	262,641	328.30%
Unencumbered	0	0	0.00%
Roll Over Expenditures	362,169	0	0.00%
Total Expenses	1,042,477	714,659	68.55%
Net Resources		(668,736)	
Unrestricted Resources		\$ 110,753	

SHIP	Budget	FYTD	%
Beginning Available Resources		\$ 339,382	
Revenue:			
SHIP	77,300	85,666	110.82%
Program Income	5,000	298	0.00%
Misc. Revenue	500	10,440	2087.97%
Carry Over Funding	295,000	0	0.00%
Total Revenue	377,800	96,404	25.52%
Expenses:			
Operating	25,000	257	1.03%
Grants/Programs & Projects	352,800	66,018	18.71%
Total Expenses	377,800	66,275	17.54%
Net Resources		30,129	
Unrestricted Resources		\$ 369,511	

Enterprise Funds

Marina	Budget	YTD	%
Beginning Available Resources			
	\$	2,656,364	
Revenue:			
Grants	86,583	0	0.00%
Charges for Services	1,500,000	1,429,670	95.31%
Misc. Revenue	1,390,000	871,141	62.67%
Debt Proceeds	0	1,979,820	0.00%
Approp Retained Earnings	845,579	0	0.00%
Total Revenue	3,822,162	4,280,631	112.00%
Expenses:			
Personnel Services	494,327	314,512	63.62%
Operating	3,143,110	2,498,067	79.48%
Capital	316,500	1,638,209	517.60%
Debt Service	581,013	262,937	45.25%
Non Operating	404,830	202,220	49.95%
Total Expenses	4,939,780	4,915,945	99.52%
Plus Depreciation		938,412	
Net Resources		303,098	
Unrestricted Resources Available	\$	2,959,462	

Golf Course	Budget	YTD	%
Beginning Available Resources			
	\$	(667,334)	
Revenue:			
Charges for Services	1,155,000	966,967	83.72%
Misc. Revenue	264,964	164,294	62.01%
Approp Retained Earnings	0	0	0.00%
Total Revenue	1,419,964	1,131,261	79.67%
Expenses:			
Personnel Services	219,723	190,192	86.56%
Operating	1,298,947	1,149,825	88.52%
Capital	4,000	8,500	212.50%
Non Operating	32,641	0	0.00%
Total Expenses	1,555,311	1,348,516	86.70%
Plus Depreciation		117,077	
Net Resources		(100,178)	
Unrestricted Resources Available	\$	(767,512)	

Building	Budget	YTD	%
Beginning Available Resources			
	\$	2,059,389	
Revenue:			
Licenses & Permits	2,572,500	2,035,880	79.14%
Charges for Services	52,000	79,946	153.74%
Fine & Forfeits	35,000	10,697	30.56%
Misc. Revenue	47,500	95,824	201.74%
Transfers	0	0	0.00%
Approp Retained Earnings	(154,694)	0	0.00%
Total Revenue	2,552,306	2,222,347	87.07%
Expenses:			
Personnel Services	1,204,562	1,095,230	90.92%
Operating	554,350	487,199	87.89%
Capital	925,000	928,501	100.38%
Non Operating	5,394	5,394	100.00%
Total Expenses	2,689,306	2,516,324	93.57%
Plus Depreciation		57,323	
Net Resources		(236,654)	
Unrestricted Resources Available	\$	1,822,735	

Solid Waste	Budget	YTD	%
Beginning Available Resources			
	\$	1,373,971	
Revenue:			
Charges for Services	7,828,000	6,349,814	81.12%
Misc. Revenue	4,000	40,725	1018.11%
Approp Retained Earnings	(534,132)	0	0.00%
Total Revenue	7,297,868	6,390,539	87.57%
Expenses:			
Personnel Services	2,420,296	1,841,617	76.09%
Operating	3,924,125	3,630,000	92.50%
Capital	150,000	601,348	400.90%
Non Operating	1,291,072	701,322	54.32%
Total Expenses	7,785,493	6,774,287	87.01%
Plus Depreciation		424,111	
Net Resources		40,363	
Unrestricted Resources Available	\$	1,414,334	

Sunrise Theatre	Budget	YTD	%
Beginning Available Resources			
	\$	(1,168,570)	
Revenue:			
Grants	42,000	42,185	100.44%
Charges for Services	2,565,000	1,822,465	71.05%
Misc. Revenue	348,900	131,580	37.71%
Approp Retained Earnings	(90,800)	0	0.00%
Transfers	450,000	487,821	108.40%
Total Revenue	3,315,100	2,484,051	74.93%
Expenses:			
Personnel Services	621,676	287,348	46.22%
Operating	3,239,623	2,600,704	80.28%
Capital	0	21,000	0.00%
Non Operating	0	0	0.00%
Total Expenses	3,861,299	2,909,052	75.34%
Plus Depreciation		455,406	
Net Resources		30,404	
Unrestricted Resources Available	\$	(1,138,166)	

Stormwater	Budget	YTD	%
Beginning Available Resources			
	\$	(493,959)	
Revenue:			
Federal Grants	0	0	0.00%
State Grants	0	2,000	0.00%
Charges for Services	2,676,067	3,456,080	129.15%
Misc. Revenue	10,000	46,782	467.82%
Transfers	0	0	0.00%
Approp Retained Earnings	46,000	0	0.00%
Total Revenue	2,732,067	3,504,862	128.29%
Expenses:			
Personnel Services	0	0	0.00%
Operating	2,705,937	2,697,552	99.69%
Capital	5,000	293,225	5864.51%
Non Operating	1,206,130	148,480	12.31%
Total Expenses	3,917,067	3,139,257	80.14%
Plus Depreciation		1,009,046	
Net Resources		1,374,651	
Unrestricted Resources Available	\$	880,692	

City Commission Regular Meeting - 6:00 pm

11. a.

Meeting Date: 09/08/2020

Re: Request Approval of Department of Justice COPS Hiring Grant award to the Police Department

Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

SUBJECT:

Approve request by the Fort Pierce Police Department to accept an award from the Department of Justice (DOJ) Community Oriented Policing Hiring Grant (COPS-HR) in the amount of \$1,250,000.00 to hire 10 additional officers. The Department will modify the grant, once accepted, and utilize 50% of the original award to hire 5 officers. An email from the COPS Office is included explaining that the modification will be allowed.

SUMMARY:

The Fort Pierce Police Department was awarded a Department of Justice (DOJ) Community Oriented Policing Hiring Grant (COPS-HR) in the amount of \$1,250,000.00 (over 36 months) to facilitate the hiring of ten (10) police officers to operate within a Community Oriented Policing framework/plan to affect a reduction in violent crime. The grant requires a 25% local match. At present, the City is experiencing financial strain due to the pandemic. The Department proposes to accept the award offered by DOJ and amend the grant budget to reflect the proposed utilization of 50% of the funding and positions awarded. To accomplish the reduction to five (5) officers, DOJ requires the City to accept the award for the full/original amount of the grant; once fully accepted, a budget modification to reduce the original award by 50% will be submitted to DOJ. The 25% required local match is proposed to be funded through the Fort Pierce Redevelopment Agency for the community policing initiative envisioned. The award of the COPS grant is a national-level competitive process. The City of Fort Pierce Police Department was one of only 24 law enforcement agencies in the state of Florida and one of 500 nationally to receive a funding award.

RECOMMENDATION:

Staff recommends acceptance of the DOJ grant award and subsequent proposed modifications.

ALTERNATIVES:

Decline the grant

RESPONSIBLE STAFF:

Diane Hobley-Burney, City of Fort Pierce Police Chief
Anita Cocoves, Grant Coordinator

COORDINATED WITH:

Nick Mimms, City of Fort Pierce City Manager
Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2021
Account: 101-3005-1010
Amount: * 166,638.33

FISCAL IMPACT:

* COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly looking toward the continuation of the increased hiring level using State or local sources of funding following the conclusion of Federal support. The amount of fiscal impact requested toward the grant is inclusive of the contemplated budget amendment to reduce the acceptance of awarded funds.

Attachments

COPS-HR Grant Award Document
COPS Financial Clearance Memorandum
COPS Grant modification email

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	09/01/2020 03:50 PM
City Manager	Nick Mimms	09/02/2020 02:17 PM
Form Started By: Anita Cocoves		Started On: 08/28/2020 11:09 AM
Final Approval Date: 09/02/2020		



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

June 25, 2020

Chief of Police Diane Hobley-Burney
Mayor Linda Hudson

Ft. Pierce Police Department
920 South U.S. Highway #1
Fort Pierce, FL 34950

Re: COPS Hiring Program award number 2020UMWX0457
ORI FL05601

Dear Chief of Police Hobley-Burney and Mayor Hudson:

Congratulations on your agency's award for 10 officer position(s) and \$1,250,000.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$999,837.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.


A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at www.cops.usdoj.gov within 45 days from the date of this letter.**

The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.



Phillip E. Keith, Director

Date: 06/25/2020

Additional Award Notification



U.S. DEPARTMENT OF JUSTICE
 OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
 145 N Street, NE, Washington, D.C. 20530

COPS

Award Document

COPS Office COPS Hiring Program (CHP)

**CFDA - 16.710 - Public Safety Partnership and Community Policing Grants
 Treasury Account Symbol (TAS) 15X0406**

Award Number: 2020UMWX0457
ORI Number: FL05601
OJP Vendor Number: 596000322
DUNS Number: 122714744
Applicant Organization's Legal Name: Ft. Pierce Police Department
Applicant's System for Award Management (SAM) name: Fort Pierce, City Of
Law Enforcement Executive / Agency Executive: Chief of Police Diane Hobley-Burney
Government Executive / Financial Official: Mayor Linda Hudson

Award Start Date: 07/01/2020
Award End Date: 06/30/2023
Award Amount: \$1,250,000.00

Full-Time Officers Funded: 10
New Hires: 10 Rehires Previously Laid Off: 0 Rehires Scheduled for Lay Off: 0

The FY 2020 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Community Policing Development Program (CHP) Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director Date: 06/25/2020

(Signature Pending)	(Date Pending)
Signature of the Program Official with the Authority to Accept this Grant Award	Date
(Signature Pending)	(Date Pending)

Signature of the Financial Official with the Authority to Accept Date
this Grant Award

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.



U.S. Department of Justice
Office of Community Oriented Policing Services

**2020 COPS Hiring Program
Award Terms and Conditions**

By signing the Award Document to accept this **COPS Hiring Program** award, your agency agrees to abide by the following award terms and conditions:

1. Award Owner's Manual

The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, et seq.) ; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. Assurances and Certifications

The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

3. Allowable Costs

The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed

for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

4. Supplementing, Not Supplanting

State, local, and tribal governments must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

5. Extensions

Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

6. Modifications

Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification

request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

7. Evaluations

The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators 34 U.S.C. § 10385(b).

8. Reports/Performance Goals

To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.327 - 200.328. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

9. Award Monitoring Activities

Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.333 & 200.336.

10. Federal Civil Rights

The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

11. Equal Employment Opportunity Plan (EEOP)

All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. False Statements

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Duplicative Funding

The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

14. Additional High-Risk Recipient Requirements

The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (2 C.F.R. § 200.207).

15. System for Award Management (SAM) and Universal Identifier Requirements

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. *Is accountable to you for the use of the Federal funds provided by the subaward.*



16. Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability.

Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report.

You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>,

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and

Non-Profit Organizations”).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

17. Debarment and Suspension

The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

18. Employment Eligibility

The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

20. Mandatory Disclosure

Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

21. Conflict of Interest

Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

22. Contract Provision

All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

23. Restrictions on Internal Confidentiality Agreements

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.

24. Recipient Integrity and Performance Matters

For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported

to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

25. Citizenship and Immigration Status Communications

Authority to obligate or expend contingent on compliance with this condition.

NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the recipient funded in whole or in part with the award funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, “program or activity” means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.

26. Contracts and/or MOUs with other Jurisdictions

Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

27. Retention

At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

28. Community Policing

Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

29. Local Match

COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

30. School Resource Officer (SRO) Training Requirement

COPS Office-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) 40 hour basic training course. Course substitutions are not permitted. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed NASRO 40 hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must contact the NASRO Grant Coordinator if they want funds to cover registration and travel costs.

31. Background Investigations

Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.207

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.338 until the agency can demonstrate the background investigation has been completed.

32. Career Law Enforcement Officer

Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(I). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).



Financial Clearance Memorandum

COPS Office COPS Hiring Program Program (CHP)

To: Chief of Police Diane Hoble-Burney and Mayor Linda Hudson

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 10

Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Base salary	\$44,700.00	\$46,041.00	\$47,422.23
Benefits	\$28,836.56	\$28,939.14	\$29,044.81
Social Security	\$2,771.40	\$2,854.54	\$2,940.18
Medicare	\$648.15	\$667.59	\$687.62
Health insurance	\$16,796.00	\$16,796.00	\$16,796.00
Life insurance	\$69.68	\$69.68	\$69.68
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00
Retirement	\$7,594.53	\$7,594.53	\$7,594.53
Worker's compensation	\$0.00	\$0.00	\$0.00
Unemployment insurance	\$0.00	\$0.00	\$0.00
Other costs: Dental Insurance	\$956.80	\$956.80	\$956.80

Approved total project costs

	<u>Per officer</u>	<u>Grand total</u>
Salaries and fringe benefits	\$224,983.74	\$2,249,837.00
Federal share	\$125,000.00	\$1,250,000.00
Applicant share	\$99,983.70	\$999,837.00

Local match waiver not granted.

Budget Cleared Date: 06/29/2020

Overall Comments:

NA

Additional Comments:

N/A





Award Document Supplement

COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2020 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2020 CHP award, recipients using CHP funding to hire and/or deploy School Resource

Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;
 - The purpose of the MOU
 - Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
 - Information sharing
 - Supervision responsibility and chain of command for the SRO
 - Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.



Financial Clearance Memorandum

COPS Office COPS Hiring Program Program (CHP)

To: Chief of Police Diane Holey-Burney and Mayor Linda Hudson

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 10

Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Base salary	\$44,700.00	\$46,041.00	\$47,422.23
Benefits	\$28,836.56	\$28,939.14	\$29,044.81
Social Security	\$2,771.40	\$2,854.54	\$2,940.18
Medicare	\$648.15	\$667.59	\$687.62
Health insurance	\$16,796.00	\$16,796.00	\$16,796.00
Life insurance	\$69.68	\$69.68	\$69.68
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00
Retirement	\$7,594.53	\$7,594.53	\$7,594.53
Worker's compensation	\$0.00	\$0.00	\$0.00
Unemployment insurance	\$0.00	\$0.00	\$0.00
Other costs: Dental Insurance	\$956.80	\$956.80	\$956.80

Approved total project costs

	<u>Per officer</u>	<u>Grand total</u>
Salaries and fringe benefits	\$224,983.74	\$2,249,837.00
Federal share	\$125,000.00	\$1,250,000.00
Applicant share	\$99,983.70	\$999,837.00

Local match waiver not granted.

Budget Cleared Date: 06/29/2020

Overall Comments:

NA

Additional Comments:

N/A



From: Braxton, Verlena (COPS) [<mailto:Verlena.Braxton@usdoj.gov>]
Sent: Friday, August 21, 2020 1:11 PM
To: Anita Cocoves <acocoves@fppd.org>
Subject: RE: City of Fort Pierce Police Grant (ORI #FL05601)

SECURITY CAUTION - this message is from outside FPPD. Please do not open links or attachments you are not expecting.

Good afternoon:

It was a pleasure speaking with you on yesterday. Based on our tele phone conversation, your agency cannot make any changes to the grant award until it has been signed and accepted. Your agency was awarded 10 new officer positions for the COPS Hiring Program. The grant funding may be used to hire new officers as well as backfill any existing vacancies. Your agency can reduce the number of positions on your agency award by submitting a budget modification request via the COPS Agency Portal. Also, we are about to transfer to a new system that will impact the budget modification process. If your agency decides to modify the grant, please check with me before submitting a request. If you have any questions, please let me know. Thanks and have a great weekend.

From: Anita Cocoves <acocoves@fppd.org>
Sent: Friday, August 21, 2020 8:22 AM
To: Braxton, Verlena (COPS) <vbraxton@cops.usdoj.gov>
Subject: FW: City of Fort Pierce Police Grant (ORI #FL05601)

Subject: City of Fort Pierce Police Grant (ORI #FL05601)

Good **Morning** Ms. Braxton:

Thank you for returning my call. As a review of our conversation, please verify the following information that we discussed:

The COPS grant funding for officer salary that was awarded to the City of Fort Pierce Police may be utilized to place **new hires** into **new positions** (as evidenced by newly developed position descriptions specific to the grant objectives). While the Department may continue to have vacancies on its overall police force, every effort will be made to fill open positions as is appropriate depending upon the candidate/hire; i.e.; the Department will make every effort to fill open positions (the 'new grant positions' and vacancies that exist) on an equal basis (not fill all DOJ positions first, *then* fill open agency positions).

In order for the Department to reduce the number of positions that will be funded with the COPS grant, the budget amendment requesting the change (decrease in officers funded) is required to take place once the grant award is fully accepted in the initial award amount of ten (10) officers.

Please advise if the above information is correct and that my interpretation of our conversation is accurate. Thank you, in advance for your assistance and continued support.

Anita Cocoves, Ph.D., LMHC, MCAP | Grant & Program Coordinator | City of Fort Pierce

Police Department

Phone: [772.467.6812](tel:772.467.6812) • Fax: 772.465.1872 • 920 South U.S. Highway 1 • Fort Pierce, Florida • 34950

[Website](#) | [Facebook](#) | [Twitter](#)



Confidentiality Notice: This e-mail is for the sole use of the intended recipient(s). Unauthorized review, use disclosure or distribution is prohibited. E-mail messages and addresses may be subject to public disclosure in accordance with Florida public records law.

City Commission Regular Meeting - 6:00 pm

11. b.

Meeting Date: 09/08/2020

Re: Approve Acceptance of awarded AARP Community Challenge Grant

Submitted For: Robert Ridle, Deputy Chief, Dist. 2, Police Department

SUBJECT:

Approve acceptance of the AARP Community Challenge Grant and Memorandum of Understanding in the amount of \$10,000 to assist residents 55 years and older in obtaining access to laptop computers or tablets to assist in navigating online benefits and to provide socialization through the RICH (Resources In Community Hope) House in the Lincoln Park neighborhood specifically and beyond.

SUMMARY:

The AARP Community Challenge provides small grants to fund "quick-action" projects that can help communities become more livable for people of all ages. AARP prioritizes projects that aim to increase civic engagement with innovative and tangible projects that bring residents and local leaders together to address challenges and facilitate a greater sense of community inclusion and diversity. Grant recipients have been selected by an AARP panel of experts on aging, community development, and livable communities. Projects have been judged on the degree to which their goals make an immediate change that leads to longer-term impact. Proposed projects address a clear need that brings positive change to the community and effectively engages residents. The project also demonstrates the ability to accelerate, grow, and sustain the community's livability for all, especially those aged 50 and above.

RECOMMENDATION:

Staff recommends acceptance of the AARP Community Challenge Grant and sign the Memorandum of Understanding (MOU) with this organization as a requirement of receipt of funds; no match is required.

ALTERNATIVES:

The City can decline acceptance and will not receive the awarded \$10,000 for targeted residents.

RESPONSIBLE STAFF:

Deputy Chief Robert Ridle

COORDINATED WITH:

Sergeant Jason Braun;
Johnna Morris, Director of Finance;
Anita Cocoves, Grant Coordinator

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2020
Account: 101-0000-334
Amount: 10,000.00

FISCAL IMPACT:

The AARP Community Challenge Grant has awarded \$10,000 to the City of Fort Pierce Police Department. No match is required.

Attachments

AARP Community Challenge Grant Award Letter
AARP MOU

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	09/01/2020 10:09 AM
City Manager	Nick Mimms	09/01/2020 02:45 PM
Form Started By: Anita Cocoves		Started On: 07/29/2020 08:16 AM
Final Approval Date: 09/01/2020		

Congratulations! We are pleased to inform you that the City of Fort Pierce Police Department has been selected to receive a grant of \$10,000 through the AARP Community Challenge. This was a highly competitive national grant program and your project was exciting, innovative and stood out among the 2,800 Challenge applications. We are delighted to select your proposal and look forward to working with you!

Please do not share this information externally. AARP will publicly announce the grant winners on August 20 and you are free to share your grant award with the public after that time. We encourage you to reach out to your AARP State Office to coordinate outreach and promotion before then, and they may reach out to you as well. Your AARP State Director is copied on this email, so you have his or her contact information. We will share helpful promotional information and resources with you as we grow closer to the announcement date.

Next steps... We will be in touch in the coming weeks with required financial forms and a Grant Memorandum of Understanding (MOU) for you to review, complete and sign. We will send instructions detailing how you can access and upload the required paperwork at that time. AARP will need this paperwork finalized and returned by August 7 (please contact us if you need additional time). We will process your grant funds once all paperwork is approved. Again, you'll receive more details on all of this in the next few weeks. In the meantime, please contact CommunityChallenge@aarp.org with any questions.

Once more, congratulations on being selected and we look forward to working with you!

Best Wishes,

The AARP Community Challenge Team

Web Site: aarp.org/communitychallenge

Facebook: facebook.com/AARPLivableCommunities

Twitter: [@aarplivable](https://twitter.com/aarplivable)

Email: communitychallenge@aarp.org

August 3, 2020

MEMORANDUM OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and the City of Fort Pierce Police Department, a municipality, located at 920 S. US Highway 1, Fort Pierce, FL 34950 (“Organization”). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

AARP Grant Terms and Conditions. AARP shall provide Organization with grant funding of \$10,000 (“Grant Funds”) for the purpose of improving the Lincoln Park community by increasing access to important health safety and information; assisting in accessing entitlement benefits for those in need; and providing access to internet and online access for those who are technologically challenged (“Goal”). Organization will perform the activities described herein between August 20, 2020 and December 18, 2020 (“Grant Period”). The Organization will perform the Grant Activities at or near the following location, 2304 Avenue I, Fort Pierce, FL. Payment shall be provided according the schedule herein, and subject to the following terms and conditions:

- a. *Grant Fee Schedule.* AARP shall disburse Grant Funds to Organization, according to the schedule below.
 - i. AARP will provide a one-time payment of **\$10,000**.
- b. *Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities and achieve the following deliverables (collectively “Grant Activities”):
 - i. Organization will improve a donated home embedded within the Housing Authority in the targeted neighborhood. The Department will paint the building, install cameras (to ensure all those who utilize the facility feel safe) and purchase office equipment and computers for utilization of residents, targeting those over 50 who may not have access to this type of equipment or internet.
 - ii. The Department will purchase 10 Chrome Book Tablets for the exclusive use of residents over 50 along with a metal cabinet to secure the tablets.
 - iii. Organization shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Grant activities' location (s), any and all licenses, permits, bonds or other authorizations necessary to conduct the Grant activities contemplated under this Agreement. Organization will notify AARP immediately if Organization fails to obtain the required permits and licenses prior to commencement of the

Grant activities. A copy of any required permits or licenses shall be provided to AARP upon request.

- iv. Organization agrees that all Grant activities shall be conducted in accordance with CDC, state and local health regulations.
- v. Organization agrees to create a documented approach for social distancing for all in-person Grant components.
- vi. Organization will provide signage for the facility, including AARP support/logo for the proposed Resources in the Community House (RICH House).
- vii. Organization will include AARP provided and approved branding and language that indicates AARP's support for the Challenge project as applicable:
 - 1.b.vii.1 Events and Temporary Demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP
 - 1.b.vii.2 Permanent Structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP
 - 1.b.vii.3 Printed, Digital Resources or similar communications: Materials will include the AARP logo and mention of support from AARP
- viii. Project(s) will be complete by December 18, 2020.

c. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within forty-five (45) days of the expiration of the grant period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period. Organization will submit After Action Report with visuals (photos and/or video) to AARP national office by January 31, 2021.

d. *Documentation and Right to Audit.* Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.

2. **Permissible Use of Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.

3. **Term and Termination.** The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on January 31, 2021. The Agreement may be

terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.

4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.
6. **Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement.
7. **Insurance.** Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.
8. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval

of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.

9. **Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
10. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
11. **Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.
12. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
13. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP

City of Fort Pierce Police Department

Jean Setzfand
SVP, Programs
601 E Street, NW, WDC 20049

Dr. Anita Cocoves, Ph.D., LMHC, MCAP
Grant Coordinator
920 S. US Highway 1, Fort Pierce, FL 34950
772.467.6812
acocoves@fppd.org

ACCEPTED AND AGREED TO BY:

AARP

City of Fort Pierce Police Department

By: _____

By: _____

Printed Name: Jean Setzfand

Printed Name: Linda Hudson

Title: Senior Vice President, Programs

Title: Mayor, City of Fort Pierce

Date: _____

Date: _____

City Commission Regular Meeting - 6:00 pm

11. c.

Meeting Date: 09/08/2020

Re: Approval of Equipment Purchase for City Traffic Operations from Econolite Group, Inc., Sole Source Purchase

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of traffic equipment purchase from Econolite Group Inc. of Jacksonville, FL in the amount of \$79,400.00.

SUMMARY:

This is an annual purchase for traffic signal equipment from Econolite Group which is the City's sole source provider for traffic operations equipment. The equipment is used for day to day operations, intersection updates and repairs.

It is on this basis that the Purchasing Manager recommend that competitive procurement be waived and that the above item be treated as a "Sole Source" commodity.

RECOMMENDATION:

Approval

ALTERNATIVES:

Seek new equipment vendor, which would require an update of the City's entire signal system.

RESPONSIBLE STAFF:

Edward Seissiger, Engineering Project Manager

COORDINATED WITH:

Matt Joseph, Account Manager Econolite Group

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2019/20
Account: 001-4400-541-3492
Amount: \$79,400.00

FISCAL IMPACT:

This equipment is purchased from the City's annual reimbursement from FDOT.

Attachments

Econolite Equipment Quote

Form Review

Inbox

Finance Department

City Manager

Form Started By: Ed Seissiger

Final Approval Date: 08/30/2020

Reviewed By

Johnna Morris

Nick Mimms

Date

08/24/2020 01:36 PM

08/30/2020 11:41 AM

Started On: 08/19/2020 07:19 AM

Quote

Date: August 13, 2020

To: Fort Pierce, FL; City of 100 North U.S. 1 Fort Pierce, FL 34954 Attn: Ed Seissiger	Re: City of Fort Pierce Signal Equipment Econolite Reference: Q-22079-X5P8
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Item #	Part #	Qty	Description	Price per	Extended
1	TBDTS2CAB	1	Compete Signal Cab with Cobalt Controller w Rs900G switch	\$16,000.00	\$16,000.00
3	44693621	8	12 ch CMU	\$850.00	\$6,800.00
4	1133-128	6	16 CH SmartMonitor with Ethernet Port, EDI MMU2-16LEip	\$1,000.00	\$6,000.00
5	AVISION	2	4 Camera Autoscope Vision System	\$19,800.00	\$39,600.00
6	Centracs-Hardware	1	Centracs Hardware Dell	\$3,000.00	\$3,000.00
7	AVISION	2	Spare Vision Cameras	\$4,000.00	\$8,000.00
TOTAL					\$79,400.00

FOB: Econolite Factory
 *Shipping: Included
 **Taxes: Included

Matthew Joseph

Matthew Joseph-Account Manager
 mjoseph@econolite.com

Shipping Date: 8 weeks ARO, approved credit terms and submittal approval when applicable

P.O. Box 550897 Jacksonville, FL 32255



3360 E. La Palma Avenue ♦ Anaheim, California 92806 ♦ Ph: (714) 630-3700 ♦ Fax: (714) 630-6349

econolitegroup.com ♦ feedback.econolitegroup.com

City Commission Regular Meeting - 6:00 pm

11. d.

Meeting Date: 09/08/2020

Re: Property & Casualty Insurance, RFP #2020-027

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approve awarding the bid for Property & Casualty Insurance, RFP #2020-027, to the Florida League of Cities thru Florida Municipal Insurance Trust (FMIT) in the amount of \$2,092,411.00 representing a savings of \$183,276.00.

SUMMARY:

The City solicited proposals for Property & Casualty Insurance from several insurance providers and there were 3 responses. The Evaluation Committee, with the guidance of Siver, the City's Consultant, is recommending the City accepts the proposal from the Florida League of Cities for a total cost to the City of \$2,092,411, a savings of \$183,276 or, 8.05%. They have also provided a two-year rate guarantee.

RECOMMENDATION:

Award Contract to Florida League of Cities (FMIT), Florida League is the City's current provider and has done an excellent job.

ALTERNATIVES:

Contract with the provider whose initial cost is lower but there is not a multi-year rate guarantee or the provider whose cost is higher but has a multi-year guarantee.

RESPONSIBLE STAFF:

Director of Finance

COORDINATED WITH:

Risk Manager, Purchasing Manager, Siver Consultants

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2021

OTHER INFORMATION:

A Savings of \$183,276.

Attachments

Memo to City Manager

Recommendation Letter

Proposal Comparison

Form Review


Inbox	Reviewed By	Date
Finance Department	Queen Thompkins	08/20/2020 10:07 AM
Finance Department	Johnna Morris	08/21/2020 10:51 AM
City Manager	Nick Mimms	08/30/2020 11:44 AM
Form Started By: Queen Thompkins		Started On: 08/20/2020 08:00 AM
Final Approval Date: 08/30/2020		



THE SUNRISE CITY

FORT PIERCE
FINANCE DEPARTMENT
Florida

TO : Nicholas Mimms, City Manager

FROM : Johnna Morris, Director of Finance 

RE : Property and Casualty Insurance RFP

DATE : August 19, 2020

The City, through Request for Proposal #2020-027, solicited proposals for property and casualty insurance services from qualified insurance providers. Three proposals were received and evaluated by Siver, the City's Consultant, the Risk Manager, Purchasing Manager, and myself. As a result of the evaluation, we are recommending the property and casualty insurance contract be awarded to Florida League of Cities thru Florida Municipal Insurance Trust (FMIT).

FMIT has proposed a savings of \$183,276, or 8.05% in premium costs and a two-year rate guarantee; the period of the contract for shall begin October 1, 2020. FMIT is the present provider of the City's property and casualty insurance services and has performed admirably over the years. We believe the strength of their proposal demonstrates their determination and willingness to continue the excellent job they have been doing for the City.

We recommend the City Commission award the property and causality insurance contract to Florida League of Cities thru FMIT.



801 94th Avenue North, #202
St. Petersburg, Florida 33702
Post Office Box 21343
St. Petersburg, Florida 33742-1342
Telephone: (727) 577-2780

Email: gerickson@siver.com

August 19, 2020

SENT BY EMAIL

Ms. Sheritta Johnson
Risk Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34948

Subject: RFP #2020-027: Request for Proposals for Various Property and Casualty
Insurance Coverages
Consultant Summary and Recommendation

Dear Ms. Johnson:

At the request of the City of Fort Pierce (“the City”), Siver Insurance Consultants (“Siver”) has reviewed the proposals received in response to the City’s RFP #2020-027 for Various Property and Casualty Insurance Coverages (“the RFP”). As a result, we offer the following recommendations and commentary.

RECOMMENDATION

It is Siver’s recommendation that the City accept the proposal presented by the Florida League of Cities (the “League”) offering the major lines of coverage through the Florida Municipal Insurance Trust (“FMIT”) for a combined total cost to the City of \$2,092,411.

Our recommendation is based upon our overall review of the total cost, the coverage provided and the services available to the City under each of the proposals. More specifically our recommendation is based upon the following material considerations of the three proposals received:

- The total cost to the City of selecting the FMIT program will save the City 8.05% from the expiring premium. Additionally, FMIT has offered the City a two-year rate guarantee.

Ms. Sheritta Johnson

August 19, 2020

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- The coverage proposed in the FMIT program offers the best overall coverage option for the City.
- In our opinion, all three insurance trusts proposed are financially sound, stable and acceptable options for the City.
- There are inherent risks to the City anytime they switch an existing property and casualty insurance program from one insurer to another. As a result, we typically do not recommend switching to a competing program unless there are material cost savings, improvements in coverage, concerns about financial stability or dissatisfaction with the service provided in the existing program. We do not find that any of these conditions exist.

GENERAL ISSUES

Scope of Request for Proposals

The City received responses to the RFP on July 17, 2020. The purpose of the RFP was to solicit proposals for the City's various property and casualty insurance coverages. The Scope of Request for Proposals stated in Section II, page II-1, clearly specified which coverages were being requested from respondents to the RFP, and stated the following were included:

- Property and Equipment Breakdown Coverage – City and Fort Pierce Redevelopment Agency (FPRA)
- Inland Marine Coverage – City
- Crime Coverage – City
- General Liability Including Employee Benefits Liability and Law Enforcement Liability – City and FPRA
- Privacy and Network Security Liability – City and FPRA
- Public Officials and Employment Practices Liability – City and FPRA
- Automobile Liability & Physical Damage Coverage – City and FPRA
- Workers' Compensation and Employers' Liability – City

Proposals Received

The City received three proposals from the following vendors:

- Brown & Brown/Public Risk Insurance Advisors submitted a proposal with coverages being provided by Preferred Governmental Insurance Trust ("PGIT");
- The Florida League of Cities submitted a proposal with coverages being provided by the FMIT; and

Ms. Sheritta Johnson
 August 19, 2020
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- World Risk Management, LLC submitted a proposal with coverages being provided by Public Risk Management of Florida (“PRM”).

DISCUSSION

General Observations

In the RFP, the City outlined numerous specific terms and conditions that the City was requesting for the insurance programs being proposed by the respondents. In most cases, these requested terms and conditions were set forth based upon the terms and conditions in the City’s current insurance program, which to the greatest extent possible, the City wanted, at a minimum, to match these terms and conditions in any program considered.

However, it is important to understand that these terms and conditions were not set forth as “minimum requirements” for the proposers, but instead they were intended to be guidelines for what would be considered preferred terms and conditions. The RFP explicitly allowed for deviations from the requested terms and conditions and allowed for proposers to present programs with terms and conditions that provided broader coverage and programs which provided more restrictive coverage.

Caveat

Siver would like to reiterate that the spreadsheets prepared by Siver comparing the proposals are summary spreadsheets meant to provide an objective overview of each proposal and are not meant to be all inclusive of the terms listed in the proposals. Please see each proposal for its full terms and conditions.

Summary of Premiums and Costs

The annual costs of the three proposals, as compared to the expiring program, are summarized below:

	Expiring (FMIT)	FMIT	PGIT	PRM
Insurance Premiums – City of Fort Pierce	\$2,218,903	\$2,052,442	\$1,946,481	\$2,172,071
Insurance Premiums – FPCRA	\$56,784	\$39,969	Included in City’s premiums	\$24,066
TOTAL COST TO THE CITY	\$2,275,687	\$2,092,411	\$1,946,481	\$2,196,137
Multi-Year Rate Guarantee		Yes	No	Yes

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For additional information about the annual costs and premiums involved in the programs proposed, see the detailed cost breakdown in Proposal Comparison Spreadsheets.

Multi-Year Rate Guarantee: The “Contract Period” provision in Section IV of the RFP, page IV-1, stated that any offers of a multi-year policy would be considered by the City. During the evaluation process, the City determined it would be in its best interest to confirm whether the respondents were offering a multi-year guarantee of either premium or rates.

On August 7, 2020, the Fort Pierce Purchasing Department formally forwarded a letter by email to the three respondents, which in part, stated the following:

As part of the City’s evaluation process, the City is asking all respondents to provide the following information:

- Please confirm if your proposal includes any form(s) of multi-year guarantee of either premium or rates. If your proposal does include a multi-year guarantee, please describe, in detail, the governing terms and conditions of the guarantee and also clearly specify which lines of coverage are subject to the guarantee.
- Also, if your proposal does not include any multi-year rate or premium guarantees, please provide a response indicating that no such guarantees apply to your proposal.

FMIT confirmed that it would offer a two-year rate guarantee. It clarified that this rate guarantee is applicable to the General Liability, Automobile Liability, Auto Physical Damage and Property coverages, subject to changes in exposure. A copy of the FMIT Two-Year Rate Program Endorsement was also attached.

PGIT responded that its proposal does not include a multi-year rate or premium guarantee.

PRM confirmed that its proposal includes a two-year rate guarantee for all lines of insurance purchased through PRM, including Property, Crime, Boiler and Machinery/Equipment Breakdown, General Liability, Automobile Liability, Public Officials and Employment Practices Liability and Workers’ Compensation, subject to changes in exposure.

In our opinion, a multi-year rate guarantee is a significant benefit to the City, especially given the current climate and the state of the world. As the insurance markets continue to harden, we anticipate that rates will increase next year leading to increased premiums. The ability of the City to “lock in” existing rates for the 2021 to 2022 policy year is a significant advantage. To clarify, a rate guarantee does not mean that the City’s

Ms. Sheritta Johnson
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premiums will not increase next year. Any changes in exposure basis, such as insurable values or payrolls, may affect the premium; however, the rates themselves will remain the same.

Savings for the City: The City has been offered the potential to realize savings over the cost of last year's program. When considering the total cost to the City, the savings to the City over last year is approximately 8.05% under the FMIT option, 14.5% under the PGIT option and 3.5% under the PRM option.

In our opinion, based upon our experiences with other clients, had the City not gone through this RFP process, we would have expected the overall premium to at best stay the same as the expiring premium or even increase slightly. As such, we believe that the competitive process has delivered overall beneficial results for the City.

PRM Program – Exit Restrictions and Projected Cost of Administration of Open Claims: In addition to the current costs and premiums of this policy year, the City must also consider any known potential future costs, such as costs associated with terminating its relationship with any of the respondents. Unlike FMIT and PGIT, under PRM's current agreement with its members, the PRM program only includes the cost of handling claims while the City remains a member of PRM. If the City decided to terminate its relationship with PRM, the City would be required to pay the cost of handling the City's ongoing open PRM claims after the City exits the program. Any such restrictions should be carefully considered before entering into a relationship. In our opinion, this is a significant disadvantage of the PRM program.

Coverage

In our opinion, based upon our review and analysis of the proposals presented and the sample policy forms provided, the terms and conditions of the proposed FMIT insurance coverage offers the best overall coverage option, and would provide the best protection, for the City. For additional information about the various coverage terms and conditions proposed, please see our supplemental documentation, the Proposal Comparison Spreadsheets.

PRM Proposal: PRM provided a proposal for all lines of coverage in the City's expiring FMIT package program, except Privacy and Network Security Liability coverage. In our opinion, the following items have eliminated the PRM program from further consideration:

Public Officials and Employment Practices Liability Retroactive Date – The RFP specifically stated that preference would be given to proposals with full prior acts coverage. This essentially means that the policy would cover claims arising from acts that took place at any time prior to the inception date of the policy. If the policy instead included a retroactive date, there would be no coverage under that policy for any claims

Ms. Sheritta Johnson
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made against the City for claims that arose from a wrongful act that took place before the retroactive date. Both the FMIT and PGIT programs offer full prior acts coverage. In contrast, the PRM proposal states that the retroactive date for Public Officials and Employment Practices Liability coverage is 10/1/2020.

In regards to Public Officials and Employment Practices Liability coverage, given the current climate and state of the world and the significant uncertainty about the potential for municipalities to potentially face future litigation from the decisions being made by public officials in 2020, we are concerned that if the City changes this coverage to a different policy it may face coverage issues for losses that may occur now, but for which a claim would ultimately be made against the City under the new policy. At this time, we do not recommend changing the insurer for the Public Officials and Employment Practices Liability coverage.

Defense Costs Outside the Policy Limits – Unlike the FMIT and PGIT programs, the defense costs under the PRM program for the General Liability and Automobile Liability coverages erode the limits of coverage available to the City.

Privacy and Network Security Liability Coverage – The PRM proposal did not include a quote for Privacy and Network Security Liability coverage. PRM noted in its proposal that “Cyber Liability Supplemental Application required prior to providing quote. None was issued with RFP.” To the best of our knowledge, PRM did not request that the City complete a Cyber Liability Supplemental Application during the RFP process. The City would have addressed such a request if it were submitted by a proposer before the question deadline of July 7, 2020. The City prepared and released three (3) addenda throughout the RFP process, all of which included the release of additional data and information requested by proposers. If PRM had made such a request, the City would have completed the application and included it in an addendum.

Property Limits Shared by All PRM Members – The property program limits and sublimits in the PRM program are shared among all program members in a single occurrence that impacts multiple PRM members, such as a hurricane. If multiple members suffer damage in the same occurrence, the amount of coverage available to the City could be greatly reduced.

In our opinion, the shared sublimits of the PRM program are not necessarily a disadvantage of the program. Generally, the shared sublimits are higher than the individual limits of the competing proposals; however, this difference needs to be considered by examining the programs in their entirety.

Under the PGIT program, there is also an overall program limit that is shared by the members. PGIT did not disclose in their proposal the amount of this shared program limit

Ms. Sheritta Johnson

August 19, 2020

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for property insurance, but they did disclose the existence of a shared per occurrence program limit for their property coverage.¹

In our opinion, combined with the above-mentioned issues, the shared sublimits under the PRM program are not desirable for the City at this time. Under the FMIT² program, the limits shown in the property policy are guaranteed to be available for each insured.

In our opinion, the above-mentioned items have eliminated the PRM program from further consideration. For that reason, the subsequent discussion of coverage issues will concentrate on the FMIT and PGIT proposals.

FMIT Proposal: FMIT has proposed basically the same coverage as the expiring package program. In addition to the premium savings and the two-year rate guarantee discussed above, coverage advantages of the FMIT program include:

Property Limits Not Shared – As addressed in more detail in the PRM coverage discussion, the FMIT property program is not subject to limits or sublimits which are shared with other FMIT members.

Named Storm Deductible – The FMIT reduced the named storm deductible from 5% to 3% of the scheduled building, personal property and business income values at locations where a loss occurred. This is on a per item basis, meaning that the deductible applies to each scheduled item, rather than the total values at each location. The enhancement of the deductible to 3% matches the named storm deductible under the PGIT program. However, the PGIT named storm deductible is 3% of the Total Insurable Value (the sum of the full value of the insured's covered property and business income values) per occurrence/per location, subject to a minimum of \$35,000 per occurrence. In our opinion, since the FMIT program would, in many circumstances, apply the 3% to a lower amount to determine the applicable deductible, the FMIT deductible is preferred.

Crime Coverage Limits – FMIT offered \$1,000,000 for most crime coverages versus the \$500,000 limit offered in PGIT's proposal. A commercial crime policy generally covers losses arising from employee dishonesty, forgery or alteration, computer and funds transfer fraud, and theft of money and securities. In our opinion, the increased limit offered by FMIT is a significant advantage over the PGIT program.

¹ Per the PGIT proposal, the property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by PGIT on behalf of the members, payment to the City for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.

² Per the FMIT proposal, the property limit in the City's policy is dedicated solely to the City and is not shared among the membership.

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Active Assailant Event Coverage – The FMIT program offers a \$1,000,000 per occurrence/aggregate combined limit for property damage and third-party liability coverage for active assailant events. Although the PGIT program also offers a \$1,000,000 limit for third party liability, the coverage in the PGIT program has a number of sublimits including a \$250,000 sublimit for property damage.

Privacy and Network Security Liability Coverage:

- Limits – FMIT enhanced the limit for Privacy and Network Security Liability coverage to \$2,000,000 from the expiring policy limit of \$1,000,000. This limit applies to first party losses that the City might incur in the event of a cyber event (such as business interruption, cyber extortion losses and data recovery costs), as well as third party losses, which are claims made by third parties against the City arising out of a cyber event (such as network liability, media liability and payment card industry (PCI) fines.)

Although the PGIT program also offers a \$2,000,000 limit for Cyber Liability, some of the sublimits are lower. Specifically, the PGIT program only offers a \$500,000 sublimit for PCI fines versus the \$2,000,000 limit offered under the FMIT program. In our opinion, this is a significant disadvantage under the PGIT program.

- Deductibles – Additionally, FMIT reduced the deductible from the expiring policy deductible of \$35,000 each incident to a \$0 deductible.³ In contrast, the PGIT program has a \$25,000 per claim deductible for Cyber Liability.
- Full Prior Acts Coverage vs. Retroactive Date – For Privacy and Network Security Liability coverage, the RFP specifically stated that preference would be given to proposals with full prior acts coverage versus policies that instead included a retroactive date. According to the FMIT sample policy forms, FMIT is offering full prior acts coverage. In contrast, the PGIT proposal states that the retroactive date is 10/1/2020.

Coverage for COVID-19 Related Claims – The League’s proposal included the following information relating to COVID-19 coverage:

- FMIT will NOT be adopting a broad Communicable Disease Exclusion similar to the industry.

³ Per the FMIT proposal, the Privacy and Network Security Liability deductible/per claim retention will be \$35,000 or the General/Professional Liability per occurrence deductible, whichever is less. Per the FMIT proposal, there is no deductible under the General Liability policy.

Ms. Sheritta Johnson

August 19, 2020

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- FMIT will provide coverage to defend and indemnify members for COVID-19 claims arising from professional liability. Additionally, it will be adding coverage to defend and indemnify members for COVID-19 claims arising from Bodily Injury and Property Damage liability.

FMIT Proposed Coverage Changes – As part of its proposal, FMIT included a summary of its proposed coverage changes for the 2020 to 2021 policy year, which are summarized below:

Appraisal Process Endorsement (FMIT APPRAISAL 1020)

This endorsement will add more detail to the policy regarding the scope, timing and other aspects of the appraisal process.

Coverage Extensions (FMIT PROP 03 1020)

This endorsement is to be amended to add a new subsection to clarify how sign coverage and other outdoor property is covered for Named Storms. This endorsement is also amended to clarify how Property Damage Mitigation Coverage applies, what deductibles apply and when coverage is excluded.

Flood Coverage Extension (FMIT FLOOD 1020)

This endorsement will be amended so that deductibles conform automatically with any change enacted by Congress to the National Flood Insurance Program (NFIP). This endorsement will also be amended to clarify Increased Cost of Compliance coverage.

Named Storm Deductible Language (FMIT PROP DEC 1020, FMIT PROP 11NS-A 1020, and FMIT PROP 11NS-B 1020) Wording is to be amended on these forms to better describe how the Named Storm percentage deductible is applied and how the deductible is applied to losses caused by Storm Surge Flooding.

Turnkey Recovery Service Endorsement (FMIT RECOV 1020)

This endorsement is to be amended to add a provision creating a 120-day period for members to elect to utilize the Turnkey Recovery Program.

Asset Survey Disclosure and Acknowledgment (FMIT ASSET SURVEY DA 1020) This is a new endorsement explaining the Asset Survey Program.

Specified Value Policy Coverage Disclosure (FMIT SPECIFIED VALUE DA 1020) This is a new endorsement explaining how valuation of a loss occurs when Specified Value coverage applies.

GL/Public Officials 3rd Party Liability Coverage Agreement (FMIT CA 1020)

The agreement is to be amended to include an annual aggregate limit of

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\$3,000,000 for claims of Sexual Abuse and/or Sexual Action. Exclusion EE titled Sexual Action, Sexual Abuse, or Communicable Disease was amended. Exclusion NN titled Bio-Organism, Microorganism, Viral and Other Contaminants was amended.

Employer Provided Vehicles – Automobile Liability (FMIT AE 1020)

This form is to be amended to add wording to provide coverage for drivers of member-provided take-home vehicles operated pursuant to the applicable take home vehicle policy at the time of an occurrence.

PGIT Proposal: PGIT provided a proposal for all lines of coverage in the City’s expiring FMIT package program. Coverage advantages of the PGIT proposal include:

Crime Coverage Deductible – The PGIT proposal offered a \$1,000 deductible for all crime coverages versus the various deductibles in the FMIT proposal, which range from \$1,000 to \$10,000, depending on the coverage. (The various deductibles in the FMIT proposal matched the deductibles in the expiring program. The FMIT proposal also offered an additional option to reduce all crime deductibles to \$1,000 (thus matching the PGIT proposal). This would increase the proposed FMIT crime premium by \$50.00.)

Privacy and Network Security Liability – Social Engineering Financial Fraud – The PGIT proposal offered a sublimit of \$250,000 for Social Engineering Financial Fraud versus the lower sublimit of \$100,000 offered by FMIT. Social Engineering Fraud coverage is for losses resulting from insureds transferring monies or revealing confidential information based on what appears to be legitimate instructions to transfer the money or provide confidential information (e.g., phishing). In our opinion, this is a valuable coverage and the higher sublimit offered by PGIT is preferable.

In our opinion, while the coverage proposed by PGIT could be a reasonable alternative to that provided by FMIT, the premium savings of the PGIT proposal does not outweigh the coverage advantages and the two-year rate guarantee of the FMIT proposal.

Insurers

In our opinion, the proposed governmental insurance trusts (FMIT, PGIT and PRM) are acceptable in terms of financial security. All three proposed insurance trusts have been successfully operating as stable, well managed, governmental self-insurance trusts in the State of Florida for at least the last 20 years. While we would prefer that all of the trusts were rated by an approved rating authority such as A.M. Best, Moody’s or Standard and Poor’s, unfortunately none of these trusts have been rated by such an outside agency. The trusts did however submit their financial statements, which we did review, and we find them to be acceptable and stable options for the City.

SIVER INSURANCE CONSULTANTS

Ms. Sheritta Johnson
August 19, 2020
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Transition Concerns

As a general concern whenever we review proposals for insurance coverage for an entity that has a long relationship with a current vendor, we believe it is important to consider the possible risks and costs of a transition from one program to another. The City's property and casualty insurance program is a very complicated contractual relationship, with many people and entities involved in providing the insurance coverage and all of the related services. Moving such a program from one vendor to another does create a controllable, but not entirely removable, risk of potential problems developing including the creation of coverage gaps, claim administration issues, the unforeseen loss of valuable services, and the loss of beneficial relations with attorneys or other advisors.

As a result, we only will recommend that an entity move its program in a process like this RFP if one of the other proposers can demonstrate that its proposal will provide a significant advantage to our client that is not available from the current provider. Such an advantage can be significant cost savings, major coverage enhancements, or new and innovative services.

With respect to our review of the proposals received in response to the RFP, we did not find any such compelling advantage proposed by PGIT or PRM that was strong enough to shift our recommendation from FMIT to PGIT or PRM. We found that the proposed FMIT program was the best in terms of cost and coverage. Also, by staying in the same insurance program, the City does not need to be concerned that it will lose or suffer a reduction in quality with respect to any services which the City is now receiving.

RECOMMENDATION


For the reasons outlined above, Siver recommends that the City accept the proposal from the Florida League of Cities offering the lines of coverage through the Florida Municipal Insurance Trust for a total cost to the City of \$2,092,411.

CLOSING

We appreciate this opportunity to be of service to the City of Fort Pierce. If you have any questions, please let us know.

Very truly yours,

SIVER INSURANCE CONSULTANTS



George W. Erickson, JD, CPCU, LLM

City of Fort Pierce
RFP 2020-027 Property and Casualty Insurance
Premium Summary

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Policy Term	10/01/2019-10/01/2020	10/01/2020-10/01/2021	10/01/2020-10/01/2021	10/01/2020-10/01/2021
Shared Limits?	Yes	Yes	Yes	Yes
PREMIUM SUMMARY - CITY OF FORT PIERCE:				
Property	\$275,900	\$268,946	\$322,658	\$322,309
Equipment Breakdown	included in property	included in property	included in property	included in property
Inland Marine	included in property	included in property	\$10,024	included in property
Crime	included in property	\$5,850	\$1,000	included in property
General Liability	\$948,702	\$172,440	\$169,730	\$1,204,365
Law Enforcement Liability	included in general liability	\$360,713	\$211,449	included in general liability
Privacy and Network Security Liability	included in general liability	included in general liability	included in public officials/employment practices	[no quote provided]
Public Officials Errors & Omissions	included in general liability	\$276,418	\$333,885	included in general liability
Automobile Liability and Physical Damage	\$344,640	\$340,210	\$367,614	Auto Liab. - included in general liability Auto Phy. Dam. - included in property
Workers' Compensation and Employers Liability	\$649,661	\$627,865	\$530,121 (Note that 10/01/2020 Experience Mod of 1.30 would apply at time of binding = revised premium will be \$555,507)	\$645,397
Total Premiums - City of Fort Pierce:	\$2,218,903	\$2,052,442	\$1,946,481	\$2,172,071

City of Fort Pierce
RFP 2020-027 Property and Casualty Insurance
Premium Summary

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
PREMIUM SUMMARY - FORT PIERCE COMMUNITY REDEVELOPMENT AGENCY:				
Property	\$45,997	\$30,908	included in City's master policy	\$24,066
Inland Marine	included in property	included in property	included in City's master policy	included in property
Equipment Breakdown	included in property	included in property	included in City's master policy	included in property
Crime	included in property	included in property	included in City's master policy	included in property
General Liability	\$9,322	\$7,539	included in general liability premium for the City	included in general liability premium for the City
Law Enforcement Liability	included in general liability	included in general liability	included in general liability premium for the City	included in general liability premium for the City
Public Officials Errors & Omissions	included in general liability	included in general liability	included in public officials liability premium for the City	included in general liability premium for the City
Privacy and Network Security Liability	included in general liability	included in general liability	included in public officials liability premium for the City	[no quote provided]
Automobile Liability and Physical Damage	\$1,465	\$1,522	included in premium for the City	included in general liability premium for the City
Total Premiums - Fort Pierce Community Redevelopment Agency:	\$56,784	\$39,969	included in the City's premiums	\$24,066
TOTAL PREMIUMS FOR CITY OF FORT PIERCE AND FPRA:	\$2,275,687	\$2,092,411	\$1,946,481	\$2,196,137

City of Fort Pierce
Detailed Coverage Comparison
Property, Equipment Breakdown and Inland Marine

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Policy Term	10/01/2019-10/01/2020	10/01/2020-10/01/2021	10/01/2020-10/01/2021	10/01/2020-10/01/2021
PROPERTY				
Blanket or Scheduled:	Blanket	Blanket	Blanket	Blanket
Valuation	Replacement Cost	Replacement Cost	Replacement Cost	Replacement Cost
Coverage:	Special	Special	Special	Special
Shared Limits?	Yes	Yes	Yes	Yes
Limits:				
Real & Personal Property	\$68,635,189	\$68,635,189	\$68,635,189	\$250,000,000 all perils, coverages and insured's/members combined - per occ.
Named Storm				\$100,000,000 wind/hail per occ. named windstorm
Flood	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000 per occ. and misc. unnamed locations \$50,000,000 per occ. annual agg. (\$10,000,000 sublimit annual agg. for contractors equipment, fine arts, licensed vehicles and unlicensed vehicles)
Business Interruption	\$4,000,000	\$4,000,000	\$4,000,000	\$100,000,000
Extra Expense	\$1,000,000	\$1,000,000	\$1,000,000	\$50,000,000
Newly Acquired Property	\$2,000,000	\$2,000,000	\$2,000,000	\$25,000,000
Pollution Cleanup	\$100,000	\$100,000	\$50,000 annual agg.	\$250,000 per occ. / \$500,000 agg.
Errors and Omissions	\$100,000 annual limit	\$100,000 annual limit	\$250,000 per occ.	\$25,000,000

City of Fort Pierce
Detailed Coverage Comparison
Property, Equipment Breakdown and Inland Marine

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Debris Removal	25% of loss	25% of loss	\$250,000 or 25% of loss, whichever is greater	included
Demolition Cost, Operation of Building Laws and Increased Cost of Construction	25% of loss	25% of loss	\$500,000 (Demolition Cost, Ordinance & Increased Cost of Construction, per occ.)	included (Demolition Cost and Building Ordinance Undamaged Portion of Building) \$25,000,000 (Increased Cost of Construction)
Valuable Papers	\$500,000	\$500,000	included in blanket inland marine	included
Personal Property in Transit	\$250,000	\$250,000	\$250,000	\$25,000,000
Active Assailant Event	\$1,000,000 per occ/agg. property damage and third party liability combined limit	\$1,000,000 per occ/agg. property damage and third party liability combined limit	\$250,000 - Property Damage Extension, per event (Deadly Weapon Protection) see General Liability sheet for liability limits	see General Liability sheet for limits
Terrorism Risk Physical Loss or Damage	\$5,000,000	\$5,000,000	\$5,000,000 TRIA	\$25,000,000 per occ. \$25,000,000 agg. (Terrorism & Sabotage)
Deductibles:				
Wind	5% of scheduled value of real and personal property, and business income values at the locations where loss occurred (on a per item basis)	3% of scheduled value of real and personal property, and business income values at the locations where loss occurred (on a per item basis)	3% of TIV per occ. / per location, subject to minimum of \$35,000 per occ.	2% per unit

City of Fort Pierce
Detailed Coverage Comparison
Property, Equipment Breakdown and Inland Marine

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Flood	\$25,000 or the greater of any in-force flood policy on affected property, whichever is greater, except Zones A & V Zones A & V - deductible is equal to coverage available from NFIP (\$500,000 Building / \$500,000 Contents)	\$25,000 or the greater of any in-force flood policy on affected property, whichever is greater, except Zones A & V Zones A & V - deductible is equal to coverage available from NFIP (\$500,000 Building / \$500,000 Contents)	\$25,000 per unit, except Zones A & V Zones A & V - Excess of NFIP available whether purchased or not or 5% of the TIV at each affected location, whichever is greater	\$25,000 per unit, except Zones A & V Zones A & V - Excess of NFIP
Active Assailant Event	\$2,500 property damage / \$10,000 third party liability 12 hours	\$2,500 property damage / \$10,000 third party liability 12 hours	None	\$10,000 deductible for active shooter / 0 hours waiting period
All Other Perils	\$25,000 per occ.	\$25,000 per occ.	\$25,000 per occ.	\$25,000 per occ. \$10,000 deductible for terrorism
Premium:	\$275,900 (Property, Equipment Breakdown, Inland Marine, Crime)	\$268,946 (Property, Equipment Breakdown, Inland Marine)	\$322,658 (Property, Equipment Breakdown)	\$322,309 (Property, Equipment Breakdown, Inland Marine, Crime)
		Four (4) equal quarterly installments.	1) Annual 2) Specific payment term options available at the request of the City	Four (4) equal installments billed quarterly. No installment fees.
Options:		<u>Option B:</u> Premium of \$292,751 with deductible of \$1,000 each occ. except 3% Named Windstorm		<u>Option B:</u> Premium of \$327,833 with deductible of \$10,000 each occ. except 2% Named Windstorm

City of Fort Pierce
Detailed Coverage Comparison
Property, Equipment Breakdown and Inland Marine

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
EQUIPMENT BREAKDOWN				
Limits:				
Equipment Breakdown	\$50,000,000	\$50,000,000	\$50,000,000	\$50,000,000
Property Damage	included	included	included	included
Business Income	\$4,000,000	\$4,000,000	included	\$250,000 (contingent business interruption / extra expense)
Extra Expense	\$1,000,000	\$1,000,000	included	\$250,000 (contingent business interruption / extra expense)
Spoilage Damage	\$500,000	\$500,000	\$250,000	included
Service Interruption	included	Subject to Business Income, Extra Expense and Spoilage Limits	\$2,000,000	included
Expediting Expense	\$1,000,000	\$1,000,000	\$1,000,000	policy limit
Hazardous Substance	\$500,000	\$500,000	\$1,000,000	\$2,000,000
Fungus, Wet Rot, Dry Rot or Bacteria	\$25,000	\$25,000	\$15,000	\$35,000 per member / \$105,000 per member agg. subject to \$2,000,000 association agg.
Equipment Breakdown Deductible:	See property deductibles	See property deductibles	See property deductibles	\$1,000 all objects \$10,000 transformers 10,000 KVA
Equipment Breakdown Premium:	included in property	included in property	included in property	included in property
INLAND MARINE				
Limits:				

City of Fort Pierce
Detailed Coverage Comparison
Property, Equipment Breakdown and Inland Marine

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Unscheduled Inland Marine	\$1,000,000	\$1,000,000	\$1,000,000 (unscheduled items subject to maximum value of \$25,000 or less per item; Items valued above this amount must be scheduled.)	see property sub-limits
Scheduled Inland Marine	\$1,529,730	\$1,574,730	individual sub-limits included in proposal	see property sub-limits
Contractors Equipment Replacement Cost	\$250,000	\$250,000	\$1,311,786 Contractor's / Mobile Equipment	\$10,000,000
Rental Reimbursement Expenses	\$5,000	\$5,000	\$50,000 Rented, Leased or Borrowed Equipment	see property sub-limits
Fine Arts at City Hall (Mural)	\$25,000	\$25,000	\$25,000	\$10,000,000
Inland Marine Deductible:	\$500 per loss except: \$1,000 per loss equipment valued greater than \$50,000 and up to \$100,000 or; 2% of limit (equipment valued greater than \$100,000)	\$500 per loss except: \$1,000 per loss equipment valued greater than \$50,000 and up to \$100,000 or; \$2,000 or 2% of limit, whichever is greater for equipment valued greater than \$100,000	\$500 per loss except: \$1,000 per loss equipment valued greater than \$50,000 and up to \$100,000; \$1,000 for scheduled equipment valued greater than \$100,000	\$25,000
Fine Arts	\$1,000 per loss	\$1,000 per loss	see above	see property deductible
Inland Marine Premium:	included in property	included in property	\$10,024	included in property
			1) Annual 2) Specific payment term options available at the request of the City	
Specimen Policies or Contracts Attached?		Yes	Yes	Yes

**City of Fort Pierce
Detailed Coverage Comparison
Property, Equipment Breakdown and Inland Marine**

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Deviations:		Will Not:	Will Not:	None.
		<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Claim Reporting Endorsement • Subrogation Endorsement Scope of Coverage: <ul style="list-style-type: none"> • Blanket Coverage Includes Property of Others Coverage Terms: <ul style="list-style-type: none"> • Business Income & Extra Expense (CP 00 30) • Loss Payable Provisions (CP 12 10) • Ordinance or Law (CP 04 05) • Equipment Breakdown (EB 00 20) 	<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Amount of Coverage • Deductible - Option A 	

**City of Fort Pierce
Detailed Coverage Comparison
Property, Equipment Breakdown and Inland Marine**

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
		<ul style="list-style-type: none"> • Named Insured Endorsement: FMIT term is Designated Member and appears as City of Fort Pierce; member defined on page PF-5 of proposal. • Termination & Non-Renewal End.: 45-day notice of termination for all reasons except 10-day notice for non-payment of premium. • Rerating End.: 60-days prior to expiration of coverage. • Claim Reporting End.: Member will give FMIT prompt written notice. 	<ul style="list-style-type: none"> • Named Insured Endorsement: The language is acceptable except for "Independent Agency". We cannot insure an independent agency, board, district, etc. on a policy with the City. (pg. 4) • Termination & Non-Renewal End.: 60-days written notice of cancellation and non-renewal except 10-day notice for non-payment of premium. • Rerating End.: Renewal proposals can be provided 90 days or more prior to expiration if the City provides renewal data 120 days prior to expiration. 	

**City of Fort Pierce
Detailed Coverage Comparison
Property, Equipment Breakdown and Inland Marine**

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
		<ul style="list-style-type: none"> • Subrogation End.: See page PF-5. • Blanket Coverage Includes Property of Others: Personal Property of Others \$50,000 • Business Income & Extra Expense (CP 00 30): Not included because forms are separate as Business Income Form (CP 00 32) and Extra Expense Form (CP 00 50). • Loss Payable Provisions: [not addressed] • Ordinance or Law (CP 04 05): Ordinance or Law form is FMIT PROP 12. • Equipment Breakdown (EB 00 20): Equipment Breakdown form is FMIT EBC and FMIT EBC/EBX. 		

**City of Fort Pierce
Detailed Coverage Comparison
Crime**

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Policy Term	10/01/2019-10/01/2020	10/01/2020-10/01/2021	10/01/2020-10/01/2021	10/01/2020-10/01/2021
Limits:				
Employee Theft - Per Loss Coverage	\$1,000,000	\$1,000,000	\$500,000	\$1,000,000
Faithful Performance - Blanket Bond	\$1,000,000	\$1,000,000	included in Employee Theft	included
Forgery or Alteration Coverage	\$1,000,000	\$1,000,000	\$500,000	\$1,000,000
Inside the Premises - Theft of Money & Securities	\$250,000	\$250,000	\$500,000 (Theft, Disappearance and Destruction)	\$1,000,000
Computer Fraud	\$1,000,000	\$1,000,000	\$500,000	\$1,000,000
Funds Transfer Fraud	\$1,000,000	\$1,000,000	included in Computer Fraud	\$1,000,000
Outside the Premises	[blank]	[blank]	\$500,000	\$1,000,000
Inside the Premises - Robbery or Safe Burglary	[blank]	[blank]	see above	\$1,000,000
Money Orders & Counterfeit Money	[blank]	[blank]	[blank]	\$1,000,000
Deductibles:			\$1,000 for all crime coverages	\$1,000 for all crime coverages
Employee Theft - Per Loss Coverage	\$1,000	\$1,000	see above	see above
Faithful Performance - Blanket Bond	\$1,000	\$1,000	see above	see above
Forgery or Alteration Coverage	\$10,000	\$10,000	see above	see above
Inside the Premises - Theft of Money & Securities	\$5,000	\$5,000	see above	see above
Computer Fraud	\$10,000	\$10,000	see above	see above
Funds Transfer Fraud	\$10,000	\$10,000	see above	see above
Premium:	included in property	\$5,850	\$1,000	included in property
		Four (4) equal quarterly installments.	1) Annual 2) Specific payment term options available at the request of the City	

**City of Fort Pierce
Detailed Coverage Comparison
Crime**

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Options:		Option B: Premium of \$5,900 with \$1,000 deductible for all crime coverages		
Specimen Policies or Contracts Attached?		Yes	Yes	Yes
Deviations:		Will Not:	Will Not:	Will Not:
		<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Claim Reporting Endorsement • Subrogation Endorsement 	<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Amount of Coverage - Option A • Amount of Coverage - Option B • Deductible - Option B 	<ul style="list-style-type: none"> • Option B
		<ul style="list-style-type: none"> • Named Insured Endorsement: same as property; also, Additional Insured policy form is included that lists the following Additional Insureds: <ul style="list-style-type: none"> - Fort Pierce Retirement and Benefit Trust - Fort Pierce Redevelopment Agency 		

City of Fort Pierce
Detailed Coverage Comparison
General Liability and Law Enforcement Liability

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Policy Term	10/01/2019-10/01/2020	10/01/2020-10/01/2021	10/01/2020-10/01/2021	10/01/2020-10/01/2021
Scope of Coverage Includes:				
Law Enforcement Liability	Yes	Yes	Yes	Yes
Employee Benefits Liability	Yes	Yes	Yes	Yes
Active Assailant Event	Yes	Yes	Yes	Yes
Limits:				
Coverage Form:	Occurrence	Occurrence	Occurrence	Occurrence
General Liability:	General Liab.: \$3,000,000 per occ. Annual Aggregate: Unlimited Fire Legal Liability: \$500,000 Maximum	General Liab.: \$3,000,000 per occ. Annual Aggregate: Unlimited Fire Legal Liability: \$500,000 Maximum	BI/PD per occ.: \$3,000,000 Personal/Adv. Injury per occ.: included Products/Compl. Op. per occ.: included General Aggregate: Unlimited Fire Legal Liability: included	\$2,000,000 per occ. Excess: \$3,000,000 [\$5,000,000 per occ. limit for all General Liability, Law Enforcement Liability, Public Officials, Employment Practices, and Automobile Liability (pg. 24)]
Employee Benefits Liability:				
	\$3,000,000	\$3,000,000	\$3,000,000	\$2,000,000 Excess: \$3,000,000 (aggregate of the following sections of coverage: Employee Benefits Liability, Public Officials Errors & Omissions and Employment Practices Liability)

City of Fort Pierce
Detailed Coverage Comparison
General Liability and Law Enforcement Liability

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Active Assailant Event:				
Per Occurrence/Aggregate property damage and third party liability combined limit	\$1,000,000	\$1,000,000	\$1,000,000 per event (Deadly Weapon Protection: see pg. 26 for sublimits)	\$1,000,000 per occ. \$1,000,000 agg. Active Shooter & Malicious Attack (Sublimits: \$250,000 for Additional Security Measures, Counseling, Public Relations Costs, Misc. Crisis Management Expenses)
Defense Costs:	Outside Policy Limits	Outside Policy Limits	Outside Policy Limits	Inside Policy Limits
Deductibles:	None	None	None	None
Premium:	\$948,702 (General Liability, Cyber Liability, E&O, Law Enforcement Liability)	\$172,440 (General Liability, Cyber Liability)	\$169,730	\$1,204,365 (General Liability, E&O, EPL, Law Enforcement Liability, Auto Liability)
		Four (4) equal quarterly installments.	1) Annual 2) Specific payment term options available at the request of the City	Four (4) equal installments billed quarterly. No installment fees.

City of Fort Pierce
Detailed Coverage Comparison
General Liability and Law Enforcement Liability

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Options:		<u>Option B:</u> Premium of \$750,256 (GL, E&O/EPL, Cyber, LEL) with deductibles of \$10,000 for GL & Employee Benefit Liability / Deductible Stop Loss \$523,303 <u>Option C:</u> Premium of \$699,879 (GL, E&O/EPL, Cyber, LEL) with deductibles of \$25,000 for GL & Employee Benefit Liability / Deductible Stop Loss \$523,303	<u>Option B:</u> [not offered] <u>Option C:</u> Premium of \$123,440 with deductible of \$25,000 for GL and Employee Benefit Liability	<u>Option B:</u> Premium of \$813,156 with deductibles of \$10,000 for GL and \$1,000 for Employee Benefit Liability
LAW ENFORCEMENT LIABILITY (LEL)				
LEL Limits:	\$3,000,000	\$3,000,000	\$3,000,000	included in general liability
LEL Deductible:	None	None	None	None
LEL Premium:	included in general liability	\$360,713	\$211,449	included in general liability
Specimen Policies or Contracts Attached?		Yes	Yes	Yes
Deviations:		Will Not:	Will Not:	Will Not:

**City of Fort Pierce
Detailed Coverage Comparison
General Liability and Law Enforcement Liability**

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
		<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Claim Reporting Endorsement • Subrogation Endorsement 	<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Extensions & Modifications - Emergency Medical Technicians & Fellow Employee Bodily Injury (employees injured on the job are subject to FS 440) • Deductible - Option B 	<ul style="list-style-type: none"> • Option C

**City of Fort Pierce
Detailed Coverage Comparison
Privacy and Network Security Liability**

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Policy Term	10/01/2019-10/01/2020	10/01/2020-10/01/2021	10/01/2020-10/01/2021	
Coverage Form:	Claims Made	Claims Made	Claims Made	
Limits:				
First Party Loss				
Business Interruption	\$1,000,000	\$2,000,000	\$2,000,000	No Cyber Liability quote was issued with the RFP. Per Proposal: "Cyber Liability Supplemental Application required prior to providing quote." (pg. 30)
Cyber Extortion Loss	\$1,000,000	\$2,000,000	\$2,000,000	
Data Recovery Costs	\$1,000,000	\$2,000,000	\$2,000,000	
Liability				
Data & Network Liability	\$1,000,000	\$2,000,000	\$2,000,000	
Regulatory Defense & Penalties	\$1,000,000	\$2,000,000	\$2,000,000 agg. for all Regulatory Fines & Expenses	
Payment Card Industry (PCI)	\$1,000,000	\$2,000,000	\$500,000	
Media Liability	\$1,000,000	\$2,000,000	\$2,000,000	
eCrime				
Fraudulent Instruction	\$50,000	\$100,000	\$250,000 Social Engineering Financial Fraud	
Funds Transfer Fraud	\$50,000	\$100,000	see Social Engineering Financial Fraud	
Telephone Fraud	\$50,000	\$100,000	see Social Engineering Financial Fraud	
Deductibles:	\$35,000 each incident except no deductible for Criminal Reward	None	\$25,000	

**City of Fort Pierce
Detailed Coverage Comparison
Privacy and Network Security Liability**

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Premium:	included in general liability	included in general liability	included in public officials/employment practices	[no quote provided]
			1) Annual 2) Specific payment term options available at the request of the City	
Retroactive Date:	Full Prior Acts	Full Prior Acts	10/1/2020	
Specimen Policies or Contracts Attached?		Yes	Yes	n/a
Deviations:		Will Not:	Will Not:	
		<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Claim Reporting Endorsement • Subrogation Endorsement 	<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Deductible - Option A 	

**City of Fort Pierce
Detailed Coverage Comparison
Public Officials Errors and Omissions**

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Policy Term	10/01/2019-10/01/2020	10/01/2020-10/01/2021	10/01/2020-10/01/2021	10/01/2020-10/01/2021
Coverage Form:	Occurrence	Occurrence	Occurrence	Claims Made
Limits:				
Public Officials Liability	\$3,000,000 Per Claim/Occurrence	\$3,000,000 Per Claim/Occurrence	\$3,000,000 / \$3,000,000	\$2,000,000 / \$6,000,000 (Both Public Officials Liability and Employment Practices Liability is subject to a per member combined aggregate of \$6,000,000.) Excess: \$3,000,000 (aggregate of the following sections of coverage: Employee Benefits Liability, Public Officials Errors & Omissions and Employment Practices Liability)
Employment Practices Liability	\$3,000,000 Per Claim/Occurrence	\$3,000,000 Per Claim/Occurrence	\$3,000,000 / \$3,000,000	\$2,000,000 / \$6,000,000 (Both Public Officials Liability and Employment Practices Liability is subject to a per member combined aggregate of \$6,000,000.) Excess: \$3,000,000 (aggregate of the following sections of coverage: Employee Benefits Liability, Public Officials Errors & Omissions and Employment Practices Liability)

**City of Fort Pierce
Detailed Coverage Comparison
Public Officials Errors and Omissions**

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Defense Costs:	Outside Policy Limits	Outside Policy Limits	Outside Policy Limits	Outside Policy Limits "PRM only offers a \$2,000,000 or \$5,000,000 Limit. To comply with the City's structure and to provide additional limit to supplement the defense costs being outside, a \$5,000,000 limit is being offered on Public Officials / Employment Practices." (pg. 50)
Retroactive Date:				
Public Officials Liability	N/A	N/A	N/A	10/1/2020
Employment Practices Liability	N/A	N/A	N/A	10/1/2020
Separate Limits of Liability:				
Claims arising under "Bert J. Harris, Jr., Private Property Rights Protection Act"	\$300,000 per occ./agg. (limit includes defense costs) (deductible is \$5,000)	\$300,000 per occ./agg. (limit includes defense costs) (deductible is \$5,000)	\$100,000 (covered in general liability policy)	\$300,000 / \$300,000 (Retroactive Date: 10/01/2020)
Deductibles:	None	None	None	None
Premium:	included in general liability	\$276,418	\$333,885	included in general liability
		Four (4) equal quarterly installments.	1) Annual 2) Specific payment term options available at the request of the City	
Specimen Policies or Contracts Attached?		Yes	Yes	Yes
Deviations:		Will Not:	Will Not:	Will Not:

**City of Fort Pierce
Detailed Coverage Comparison
Public Officials Errors and Omissions**

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
		<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Claim Reporting Endorsement • Subrogation Endorsement 	<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Coverage Enhancements - Full Prior Acts (coverage is written on occurrence form; full prior acts is not applicable) • Deductible - Option A • Deductible - Option B 	Coverage Enhancements: <ul style="list-style-type: none"> • Defense Outside Policy Limits • Full Prior Acts • Option C not answered

City of Fort Pierce
Detailed Coverage Comparison
Automobile Liability and Physical Damage

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Policy Term	10/01/2019-10/01/2020	10/01/2020-10/01/2021	10/01/2020-10/01/2021	10/01/2020-10/01/2021
Limits:				
	\$3,000,000 Combined Single Limit	\$3,000,000 Combined Single Limit	\$3,000,000 Combined Single Limit	\$2,000,000 Combined Single Limit \$3,000,000 Excess Limit
Personal Injury Protection	Statutory	Statutory	Statutory	Statutory
Medical Payments	\$5,000	\$5,000	included	excluded
Comprehensive & Collision	Actual Cash Value	Actual Cash Value	Actual Cash Value or 110% of the value reported on the schedule, whichever is less	100% of \$2,500,000 and 80% of \$7,500,000 excess of \$2,500,000 [this coverage is provided under PRM's property coverage form]
Defense Costs	Outside the Policy Limits	Outside the Policy Limits	Outside the Policy Limits	Inside Policy Limits
Deductibles:	Auto Liability - None Auto Phy. Dam. - \$1,000	Auto Liability - None Auto Phy. Dam. - \$1,000	Auto Liability - None Auto Phy. Dam. - \$1,000	None
Premium:	\$259,516 - Auto Liability \$85,124 - Auto Phy. Dam. Total Auto Premium: \$344,640	\$259,944 - Auto Liability \$80,266 - Auto Phy. Dam. Total Auto Premium: \$340,210	\$314,086 - Auto Liability \$53,528 - Auto Phy. Dam. Total Auto Premium: \$367,614	Auto Liab. - included in general liability Auto Phy. Dam. - included in property
		Four (4) equal quarterly installments.	1) Annual 2) Specific payment term options available at the request of the City	

City of Fort Pierce
Detailed Coverage Comparison
Automobile Liability and Physical Damage

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Options:		<u>Option B:</u> Premium of \$301,412 (\$221,146 AL + \$80,266 Auto Phy. Dam.) Limits: \$3,000,000 CSL (Ded. Stop Loss \$147,958) Deductibles: AL - \$10,000; Auto Phy. Dam. - \$1,000 <u>Option C:</u> Premium of \$256,232 (\$175,966 AL + \$80,266 Auto Phy. Dam.) Limits: \$3,000,000 CSL (Ded. Stop Loss \$281,295) Deductibles: AL - \$25,000; Auto Phy. Dam. - \$1,000	<u>Option B:</u> [not offered] <u>Option C:</u> Premium of \$269,002 (\$215,474 AL + \$53,528 Auto. Phy. Dam.) Limits: \$3,000,000 CSL Deductibles: AL - \$25,000; Auto Phy. Dam. - \$1,000	
Specimen Policies or Contracts Attached?		Yes	Yes	Yes
Deviations:		Will Not:	Will Not:	Will Not:
		<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Claim Reporting Endorsement • Subrogation Endorsement 	<ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Deductible - Option B 	<ul style="list-style-type: none"> • Option B

**City of Fort Pierce
Detailed Coverage Comparison
Automobile Liability and Physical Damage**

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Comments:			Preferred's policy does not restrict use of employer provided vehicles. Coverage is afforded for all use of City vehicles, in or out of the employee's scope of duty. (pg. PF-38)	PRM covers Auto. Physical Damage under the Property coverage form.

**City of Fort Pierce
Detailed Coverage Comparison
Workers' Compensation and Employers Liability**

Agent	<u>Expiring Program</u> Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Policy Term	10/01/2019-10/01/2020	10/01/2020-10/01/2021	10/01/2020-10/01/2021	10/01/2020-10/01/2021
Drug Free Credit and Safety Credit Applied?	Yes	Yes	Yes	Yes
No Coinsurance	Yes	Yes	Yes	Yes
Voluntary Compensation	Yes	Yes	Yes	Yes
Limits:		Based on \$18,637,876 payroll and experience modification factor of 1.24	Based on \$18,637,876 payroll and experience modification factor of 1.24	Based on \$18,637,876 payroll and experience modification factor of 1.24
Workers' Compensation	Statutory	Statutory	Statutory	Statutory
Employers Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$2,000,000
Deductibles:	None	None	None	None
Premium:	\$649,661	\$627,865	\$530,121 (Note that 10/01/2020 Experience Mod of 1.30 would apply at time of binding = revised premium will be \$555,507)	\$645,397
		Four (4) equal quarterly installments.	1) Annual 2) Specific payment term options available at the request of the City	Four (4) equal installments billed quarterly. No installment fees.
Options:			Option B: not offered Option C: Premium of \$425,190 (using 10/1/2019 Exp. Mod. 1.24); Premium of \$445,499 (using 10/1/2020 Exp. Mod. 1.30)	Option B: Premium of \$467,263 with deductible of \$10,000
Specimen Policies or Contracts Attached?		Yes	Yes	Yes

**City of Fort Pierce
Detailed Coverage Comparison
Workers' Compensation and Employers Liability**

Agent	Expiring Program Florida League of Cities	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Deviations:		Will Not: <ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Claim Reporting Endorsement • Subrogation Endorsement 	Will Not: <ul style="list-style-type: none"> • Named Insured Endorsement • Termination & Non-Renewal End. • Rerating Endorsement • Deductible - Option B 	Will Not: <ul style="list-style-type: none"> • Option B

**City of Fort Pierce
References - Proposal Comparison**

Agent	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Reference #1:			
Name of Client:	Fort Pierce Utilities Authority	City of Fort Lauderdale	Okeechobee County BOCC
City and State:	Fort Pierce, Florida	Fort Lauderdale, Florida	Okeechobee, Florida
Contact Person:	Joshua Gang	Guy Hine	Robbie Chartier
Title:	Director of Regulatory Affairs	Risk Manager	County Administrator
Phone Number:	(772) 466-1600 x3290	(954) 828-5494	(863) 763-9312
Email:	jgang@fpua.com	ghine@fortlauderdale.gov	rchartier@co.okeechobee.fl.us
Start Date Providing Services:	1987		1997
End Date Providing Services:	present		present
Client's TIV:			
Services Provided:	General Liability, Auto, Property, and Workers' Compensation	Broker Services for Property, Casualty, and Workers' Compensation	Brokerage: Property, General Liability, Law Enforcement Liability, Workers' Compensation, Public Officials/Errors and Omissions, Automobile Liability, Crime, Accidental Death and Dismemberment, Cyber Liability
Reference #2:			
Name of Client:	City of Melbourne	St. Lucie County Fire District	City of Oviedo
City and State:	Melbourne, Florida	Port St. Lucie, Florida	Oviedo, Florida
Contact Person:	Dr. Kimberly Foxworth	Carol Spencer	Connie Collins
Title:	Director of Human Resources	Risk Manager	HR Director
Phone Number:	(321) 608-7800	(772) 621-3362	(407) 971-5521
Email:	kimberly.foxworth@mlbfl.org	cspencer@slcfd.org	ccollins@cityofoviedo.net
Start Date Providing Services:	6/26/1905		1999
End Date Providing Services:	present		present
Client's TIV:			

City of Fort Pierce
References - Proposal Comparison

Agent	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Services Provided:	General Liability, Auto, Property, and Workers' Compensation	Broker Services for Property, Casualty, and Workers' Compensation	Brokerage: Property, General Liability, Law Enforcement Liability, Workers' Compensation, Public Officials/Errors and Omissions, Automobile Liability, Crime, Accidental Death and Dismemberment, Cyber Liability
Reference #3:			
Name of Client:	City of Vero Beach	Town of Indian River Shores	City of Winter Garden
City and State:	Vero Beach, Florida	Indian River Shores, Florida	Winter Garden, Florida
Contact Person:	Kathy Taube	Darlene Wiltzius	Frank Gilbert
Title:	Risk and Benefits Administrator	HR Director	Assistant City Manager
Phone Number:	(772) 978-4923	(772) 231-1771 x131	(407) 656-4111
Email:	ktaube@covb.org	irstt@irshores.com	fgilbert@wintergarden-fl.gov
Start Date Providing Services:	2002		
End Date Providing Services:	present		
Client's TIV:			
Services Provided:	General Liability, Auto, Property, and Workers' Compensation	Broker Services for Property, Casualty, and Workers' Compensation	Brokerage: Property, General Liability, Law Enforcement Liability, Workers' Compensation, Public Officials/Errors and Omissions, Automobile Liability, Crime, Accidental Death and Dismemberment, Cyber Liability
Reference #4:			
Name of Client:	City of Altamonte Springs	City of Palm Bay	
City and State:	Altamonte Springs, Florida	Palm Bay, Florida	
Contact Person:	Trace Krewson	Pamela Torres-Spivey	
Title:	Risk Manager	Risk Manager	
Phone Number:	(407) 571-8068	(321) 409-7185 x3350	
Email:	Tkrewson@altamonte.org	Pamela.torres-spivey@palmbayflorida.org	
Start Date Providing Services:	\$1,978		
End Date Providing Services:	present		

City of Fort Pierce
References - Proposal Comparison

Agent	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Client's TIV:			
Services Provided:	General Liability, Auto, Property, and Workers' Compensation	Broker Services for Property, Casualty, and Workers' Compensation	
Reference #5:			
Name of Client:	City of Clermont	Town of Davie	
City and State:	Clermont, Florida	Davie, Florida	
Contact Person:	Nadine Ohlinger	Jose Lugo	
Title:	Risk & Benefits Manager		
Phone Number:	(352) 241-7389	(954) 797-1097	
Email:	nohlinger@clermontfl.org	Jose_Lugo@davie-fl.gov	
Start Date Providing Services:	\$1,985		
End Date Providing Services:	present		
Client's TIV:			
Services Provided:	General Liability, Auto, Property, and Workers' Compensation	Broker Services for Property, Casualty, and Workers' Compensation	

City of Fort Pierce
Additional Services - Proposal Comparison

Agent	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Online System for Claims Access:	<p>FMIT Member Dashboard (see coverage proposal - Tab 2):</p> <ul style="list-style-type: none"> • Allows access to policies, claims status, and loss run reports for all lines of coverage as well as detailed claims information, including notes on workers' compensation. • Ability to update property, inland marine and vehicle schedules. • Partners with disaster recovery and response specialist SynergyNDS; includes tracking software that continually updates online and identifies critical assets; each property location has its own claim number and information to be fully compliant with FEMA requirements for a post claim audit. 	<p>Claim administration services are contracted with <i>Preferred</i> Governmental Claims Solutions (PGCS), which provides members with the ability to access real time claim, financial and reporting information online. Members can report claims, review adjuster's notes, access loss runs, produce multiple statistical reports and more.</p>	<p><u>AIM 2.0:</u> A web-based claims system that stores all the dates, descriptions and other facts associated with a claim. See pages 97-107 for additional details of AIM's tools that assist the adjuster in working a claim and screenshots.</p> <p>The AIM 2.0 claims application works with any HTML 5-compliant browser and full functionality of the system, including claim entry, is supported on all devices including mobile phones. It is available 24/7 to members.</p> <p>Johns Eastern maintains a library of reports that are available to be run and delivered to the insured monthly, or at a frequency of their choosing. This includes the ability to create custom reports. The Johns Eastern Ad Hoc reporting system allows our clients to access their claims and payment data in real time.</p>

**City of Fort Pierce
Additional Services - Proposal Comparison**

Agent	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Legal Services Available to the City:	<p>See Coverage Proposal - Tab 2: The League and FMIT have contractual relationship with a panel of defense firms. These firms perform services on an hourly basis and their costs are covered as part of the loss for covered general liability, automobile and workers' compensation claims.</p> <p>Defense costs are outside the limits of liability coverage chosen.</p> <p>Loss adjustment expense, including legal services, will not erode the deductible.</p>	<p><i>Preferred</i> contracts with legal firms whose specialties align with municipal legal defense needs. These firms are available for consultation and training at not cost to members.</p> <p>Coverage also includes Pre-Termination Legal Expenses, which allows a member direct access to a labor attorney to assist in reviewing a pending employee termination.</p> <p>An HR and Cyber Support Center is available to members. This resource provides advice from employment attorneys, training handbooks, online educational tools, employee handbook reviews and webinars at no cost.</p>	<p>Page 90 contains a list of law firms and their specialties that PRM has contracted with to provide services.</p> <p>PRM has developed a consultation program with the firm of Allen, Norton & Blue (employment practices law firm located in Tampa and Coral Gables) whereby members can seek legal advice regarding specific employment issues. The program covers matters involving claims or potential claims of illegal discrimination, denial of due process and other matters involving potential violations of employment related laws that apply to Florida Public Employers.</p>
Services Included at no Additional Cost:	[not addressed]	"All services presented in this proposal are included at no cost to the City." (page 12)	[not addressed]
Services Available for Additional Cost:	[not addressed]	[not addressed]	[not addressed]

**City of Fort Pierce
Additional Services - Proposal Comparison**

Agent	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
Additional Information:	<p><u>Disaster Preparedness, Response & Recovery (see coverage proposal):</u></p> <ul style="list-style-type: none"> • Personnel Staged Pre-Event • Pre-Storm Review of FMIT Procedures • Post-Storm Rapid Damage Assessments • Immediate Mobilization of Resources • Onsite Recovery Project Management • Asset ID - Asset Survey & Inspection Services • FMIT Alerts • SimpliCITY - claim and property asset tracking application • FMIT Turnkey Recovery - eliminates upfront out-of-pocket expense associated with an insured property loss and expedites the overall claim and recovery process • FEMA Public Assistance and Audit Support 	<p><u>Additional Services (see pages 6-12) include:</u></p> <ul style="list-style-type: none"> • Loss Control/Loss Prevention - includes on-site training; safety audits; policy review; workers' compensation claim reduction; assist with loss control, safety and claim reduction efforts; loss control toolbox services, sample topics of webinars; will assign a Safety & Risk Management Consultant; Employment-focused resources. • Real Property Asset Valuation - partnered with AssetWorks Property Appraisal Services; appraisals every five years at no additional cost. • Claim Advocacy - see pages 8-9 for a list of claim related functions. • FEMA Public Assistance Coordination • Turn-Key Disaster Recovery - includes list of pre-approved contractors, remediation experts, emergency repair firms and general contractors at no additional cost. • Contract Review • Service Enhancements, which summarizes the services of the team who will provide daily support and program oversight. 	<p><u>Post Disaster & Mitigation Recovery Services (pages 91-95):</u></p> <p>PRM has partnered with NorthStar to provide disaster recovery services to its members at no additional cost. Services include:</p> <ul style="list-style-type: none"> • Pre-Loss Assessment • Development of custom Operational Standard Operating Procedure in event of catastrophic event • Rapid Response Team if impacted by Named Windstorm event • Software and support for FEMA Public Assistance processing and field activities • Pre-Staged Emergency Response Equipment • Post-Event Recovery Services <p><u>Comprehensive Services (page 86):</u></p> <ul style="list-style-type: none"> • Risk Analysis • Regulatory Assistance • Safety Program Development • Technical Assistance - includes detailed loss and hazard analysis and safety committee setup and participation • Safety Training • Loss Trending • Employment Practices

City of Fort Pierce
Additional Services - Proposal Comparison

Agent	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
	<p><u>Safety Services (see coverage proposal):</u> Summarizes FMIT's safety services, such as:</p> <ul style="list-style-type: none"> • Overview of Safety Services offered • In-Person Training • Online Training • Streaming Videos • Matching Safety Grant Program • Law Enforcement Advisory Panel (LEAP) • Data Recovery Grant Program <p><u>Resources and Training for Data Security & Security Risk Management (see coverage proposal):</u></p> <ul style="list-style-type: none"> • Breach Prevention • Investigative Resources • Dedicated Response Team • Privacy Builder Toolkit 	<p><u>Program Enhancements & Features (page 17):</u></p> <ul style="list-style-type: none"> • <i>Preferred</i> TIPS - training incentive program for safety and risk management with matching incentive of up to \$5,000 per coverage year. • BADGE Program - cardiac case management program to all fired department personnel for workers' compensation presumption claims. • HR Risk Management Helpline • My Community Workplace - resource materials and analytics on Human Resource and Risk Management. • Online Training • Total Training Network Now • In Person / Hands-On Training and Loss Control Consultation 	<p><u>Loss Control and Prevention (page 87):</u> Includes Insurance Discount Programs, Risk Analysis Programs, Professional Legal Resources, Learning Resources and describes the Loss Prevention Review.</p> <p><u>Online Training Resources (page 88):</u> Two different online training platforms to choose from: First Net Learning Management System or The Training Network Now Streaming Videos.</p> <p><u>Pre-Defense Review (page 89):</u></p> <ul style="list-style-type: none"> • Pre-Defense Review program for Law Enforcement activities in need for immediate legal advice • On-Site Law Enforcement Training

**City of Fort Pierce
Additional Services - Proposal Comparison**

Agent	Florida League of Cities	Risk Management Associates, Inc. dba Public Risk Insurance Advisors	World Risk Management
Insurer	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust	Public Risk Management of Florida (PRM)
COVID-19 / Communicable Disease Exclusion:	<p>"[T]he FMIT will NOT be imposing a broad Communicable Disease Exclusion similar to the liability insurance industry; to the contrary, FMIT will be adding a Coronavirus Liability Endorsement to provide a coverage limit for defense and indemnification for Bodily Injury and Property Damage Liability for COVID-19 claims. FMIT is leaning in to provide COVID-19 liability coverage, while many insurers are excluding indemnity and legal defense coverage for claims directly or indirectly related to COVID-19. With the FMIT's response providing coverage for these claims, that is eliminating a substantial coverage gap to the City of Fort Pierce and Fort Pierce CRA." (see Tab 4 - Program Recommendations)</p>	<p>General Liability list of exclusions includes "Communicable Disease". (pg. 25)</p>	<p>Page 72 - Property - lists "Communicable Diseases Property Cyber & Data Exclusion"</p>

City Commission Regular Meeting - 6:00 pm

11. e.

Meeting Date: 09/08/2020

Re: Banking Services RFP #2020-005

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approve award of Banking Services RFP #2020-005 to Center State Bank.

SUMMARY:

The City Solicited proposals for Banking services from several financial institutions and there were six responses. The Evaluation Committee has evaluated the proposals and is recommending this selection.

RECOMMENDATION:

City Commission award the Banking Services proposal to Center State Bank. Center State has provided those Services for the expiring Contract term and has done a good job. The proposl demonstrates their willingness to provide cost effective service for the City.

ALTERNATIVES:

Contract with another bank who is not as familiar with the needs of the City or provides the service at a higher cost.

RESPONSIBLE STAFF:

Finance Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

OTHER INFORMATION:

None.

Attachments

Memo to City Manager
Evaluatio Committe Recommendation
Evaluation Tally Sheet

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/24/2020 01:39 PM
City Manager	Nick Mimms	08/30/2020 11:45 AM
Form Started By: Queen Thompkins		Started On: 08/24/2020 11:32 AM

Final Approval Date: 08/30/2020



TO : Nicholas Mimms, City Manager
FROM : Johnna Morris, Director of Finance
RE : Banking Services
DATE : August 24, 2020

The City, through Request for Proposal #2020-005, solicited proposals for banking services from qualified financial institutions. Six (6) proposals were received and evaluated by the City's Chief Accountant, Accountant, and Marina Senior Accounting Clerk. As a result of the evaluation, we are recommending the banking services contract be awarded to Center State Bank.

Center State Bank is the present incumbent of the City's banking services and has performed admirably over the last five years. We believe the strength of their proposal demonstrates their determination and willingness to continue the excellent job they have done for the City. They have offered to provide the services we requested in the proposal at no cost (\$0) or required compensating balance. The interest rate will be the federal funds target rate plus 50 basis points for the first six months and negotiable after this time.

The contract period will begin February 1, 2021 and terminate February 28, 2024 with the option to renew the contract for two (2) additional one-year periods by mutual agreement of both parties.

We believe the strength of their proposal demonstrates their determination and willingness to provide cost effective service for the City.



THE SUNRISE CITY

FORT PIERCE
FINANCE DEPARTMENT
Florida



TO : Johnna Morris - Finance Director
FROM : Wendy Rydzewski – Accountant
RE : Final evaluation results of Banking RFP # 2020-005
DATE : August 24, 2020

On July 23, 2020, and August 10, 2020, the three-member evaluation committee met to discuss and assign points to the responding bids which were submitted in response to the RFP for Banking Services #2020-005. On August 19, 2020, the Finance Director met with the evaluation team to discuss further financial analysis needed on the bid evaluation. After performing the additional financial analysis each member submitted their evaluations to the Purchasing Department. In total there were 6 proposals submitted in response to the RFP. Separately, the committee members evaluated the responses on the following criteria: ability to provide the type and quantity of services requested in the proposal (maximum points 15), investments earnings rate (maximum points 15), required compensating balance (maximum 10 points), cost of banking services (maximum points 15), transaction closing times (maximum points 15), new financial services available (maximum points 1), prior experience with local governments (maximum points 2), community involvement (maximum points 2), and additional points for local vendor preference (maximum points 25).

The three proposals which received the highest points are:

1) CenterState Bank	262.90 points
2) SeaCoastBank	253.77 points
3) Synovus Bank	219.78 points

The evaluation committee recommends the selection of CenterState Bank, which received the highest points. Regarding service, CenterState received the highest number of points. CenterState will not charge any bank fees, so the entire balance is eligible for interest. CenterState also guaranteed an interest rate of .50% for 6 months, with a clause that after this time the rate is negotiable. We feel that the .50% rate and no fees would be advantageous to the City since we would be receiving interest regardless of activity or balance.

Please let me know if you have any questions.

**CUMULATIVE EVALUATION SHEET
RFP NO. 2020-005 - BANKING SERVICES**

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL
Bank United Tampa, FL	70.84	69.54	69.25	209.63
Centerstate Bank Fort Pierce, FL	87.05	87.85	88	262.9
JP Morgan Chase Fort Pierce, FL	50.09	66.24	61.5	177.83
Seacoast National Fort Pierce, FL	84.28	83.99	85.5	253.77
Synovus Bank Weston, FL	75.9	67.88	76	219.78
TD Bank N.A West Palm Beach, FL	72.87	72.43	73.5	218.8

<u>CRITERIA</u>	<u>POINTS</u>
1. Ability to provide the type & quantity of services requested in the proposal	15
2. Investments earning rate	15
3. Required compensating balance	10
4. Cost of banking services	15
5. Transaction closing time	15
6. New financial services available	1
7. Prior experience local govt	2
8. Community involvement	2
9. Local Preference	25

City Commission Regular Meeting - 6:00 pm

11. f.

Meeting Date: 09/08/2020

Re: Coronavirus Relief Fund (CRF) Subrecipient Agreement - Florida Housing Finance Corporation

SUBJECT:

Approve of Florida Housing Finance Corporation Subrecipient Agreement to receive Coronavirus Relief Fund (CRF) allocation in the amount of \$183,812.00.

SUMMARY:

The State of Florida has allocated \$120 million to be administered through the SHIP infrastructure. The overarching requirement of all funding is that it must be spent on activities necessary due to the COVID-19 emergency. So, activities such as rental and mortgage assistance (and related counseling) payments or emergency repairs for persons who have experienced a hardship that prevents them from making these payments are clearly eligible uses. This agreement allows reimbursement of SHIP funds used for our COVID-19 Rental and Mortgage Assistance Grant Program.

RECOMMENDATION:

Approve and execute contract.

ALTERNATIVES:

Deny contract and reimburse SHIP funds for Mortgage and Rental Assistance Program expenditures.

RESPONSIBLE STAFF:

Johnna Morris, Finance Director

COORDINATED WITH:

Sheila Wise, Reporting and Grants Specialist
Caleta Scott, Manager, Grants Administration Division

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2020
Account: 10595025548426
Amount: 183812

FISCAL IMPACT:

Coronavirus Relief Fund (CRF) Strategy 2 (SHIP) funds will reimburse current SHIP funds used for COVID19 Mortgage and Rental Assistance Grant Program.

Attachments

CRF Subrecipient Agreement
CRF Allocation

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/27/2020 10:52 AM
Finance Department	Johnna Morris	08/27/2020 11:57 AM
City Manager	Nick Mimms	08/30/2020 11:50 AM
Form Started By: Caleta Scott		Started On: 08/25/2020 11:48 AM
Final Approval Date: 08/30/2020		

CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is entered into by and among CITY OF FORT PIERCE ("Subrecipient"), a local government that meets the State Housing Initiatives Partnership ("SHIP") Program eligibility requirements, and FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing"), a public body corporate and politic duly created and existing under the laws of the State of Florida. Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

WHEREAS, Many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

WHEREAS, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

WHEREAS, a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds or CRF funds") will be distributed by Florida Housing to and administered by Eligible Local Governments (as defined herein) and expended only for purposes authorized by this Agreement;

WHEREAS, the Subrecipient and Florida Housing wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

A. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.

B. Definitions:

1. "Administrative Expenditures" means funds, not to exceed 10% of the allocation, expended by Subrecipient to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.
2. "Annual income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5; annual income as reported under the census long form for the recent available decennial census; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 for individual federal annual income tax purposes..
3. "Eligible Housing" means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent,

safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, for home ownership or rental for Eligible Persons as designated by Subrecipient.

4. "Eligible Local Government" means a local government in Florida that meets the SHIP Program eligibility requirements.
5. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Subrecipient to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.
6. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.
7. "Expended" means the affordable housing activity is complete.
8. "Program Income" means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds.
9. "Project Delivery Costs" means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.
10. "Sub-Grantee" means a person or organization contracted by a Subrecipient that is compensated with CRF funds to provide administration of any portion of the CRF.

C. Allocation and Use of Funds:

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is: \$183,812.
2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. Funds will be disbursed in up to two payments, the amount of each to be determined by Florida Housing. The first payment for the full amount in Item C.1. above will occur upon execution of this Agreement. Subject to the terms of this paragraph, a second payment may be disbursed no later than October 1, 2020. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the funds representing the second payment may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.

3. Establishment of CRF Trust Fund: Subrecipient must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.
4. Expenditure of Funds by Subrecipient: CRF funds shall be Expended by Subrecipient for the following:
 - a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative 10 percent of CRF funds incurred by Subrecipient, a consultant to Subrecipient, and/or a Sub-Grantee. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.
 - b. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.
 - c. CRF funds may be used for the following pre-approved program purposes or activities:
 - i. Rental assistance payments (including back rent, deposits and utility payments);
 - ii. Mortgage payments and buydowns;
 - iii. Emergency repair of housing;
 - iv. Assistance to homeowners to pay insurance deductibles;
 - v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
 - vi. Foreclosure or eviction prevention, including monthly rent and associated fees; and
 - vii. Homeownership counseling.

All other activities must be presented in writing to Florida Housing and approved in writing prior to implementation.

5. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Subrecipient is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.
6. Advertisement of Availability of Funds: U CRF funding availability shall be advertised by Subrecipient in both a newspaper of general circulation and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
 - a. The amount of funds projected to be received from the state for the fiscal year(s).
 - b. The beginning and ending date of the application period;
 - c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);
7. Repayments:
 - a. The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Subrecipient shall ensure that its contractors, subcontractors, and consultants only

- expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.
- b. The Subrecipient shall refund to Florida Housing any unobligated funds which have been advanced or paid to the Subrecipient upon termination of this Agreement.
 - c. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to Florida Housing upon termination of this Agreement.
 - d. Upon termination of this Agreement, or upon any determination made indicating such, the Subrecipient shall refund to Florida Housing any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
 - e. The Subrecipient shall refund to Florida Housing any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Florida Housing within 30 calendar days from Subrecipient's receipt of notification of such non-compliance.
 - f. The Subrecipient's obligations under this section will survive the termination of the Agreement.
8. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
9. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than \$750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.
- D. Application for CRF Eligible Person or Household Assistance: Subrecipient shall establish criteria for CRF assistance and develop an application for CRF eligibility.
- a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.
 - b. At a minimum, an application for program assistance should contain the following items for each household members:
 - i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
 - ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
 - iii. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
 - iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.

- v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.
- E. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:
- 1. Security and utility deposit assistance to secure temporary or permanent rental housing; or
 - 2. Eviction prevention not to exceed 10 months' rent; or
 - 3. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable; or
- F. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes paid to a government entity are not eligible.
- G. Income Categories: All households assisted must be at or below 120% of the area median income.
- H. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.
- I. Reporting Requirements: The Subrecipient must provide Florida Housing with monthly reports beginning on October 1, 2020 and a closeout report by February 15, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by Florida Housing. All funds must be accounted for on the CRF Data Upload Form as provided by Florida Housing. Quarterly reports are due to Florida Housing no later than 15 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- J. Program Compliance
- 1. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Subrecipient must maintain a separate file for every applicant, Eligible Person, Sub-Grantee or Sponsor, regardless of whether the request was approved or denied.
 - a. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
 - b. Record and File Retention: Local governments are required to retain records and other relevant documentation for each applicant, Eligible Person, Sub-Grantee or Sponsor for five fiscal years after funds have been expended or five years after the expiration of a use restriction agreement. and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
 - i. The minimum requirements for documentation of award depend upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate a local government's need for additional documentation.

- ii. Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Subrecipient must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Subrecipient's housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.
 - iii. In cases where a Sub-Grantee is used to administer CRF, Subrecipient is ultimately responsible for program compliance.
 - iv. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Subrecipient must retain all records no less than five years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:
 - 1) applications;
 - 2) program and set-aside records;
 - 3) housing agreements;
 - 4) income verifications and
 - 5) other records as required by Florida Housing or federal, state and local law or regulations.
 - v. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.
 - c. Access to Files: Florida Housing or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the Corporation staff or its designated monitoring agent.
2. Files Management and Record Retention relating to Subrecipient and Administration of this Agreement:
- a. The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Florida Housing under this Agreement.
 - b. Contents of the Files: Subrecipient must maintain files containing documentation to verify all compensation to Subrecipient in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Subrecipient in connection with this Agreement. Subrecipient must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.

- c. Record and File Retention: Subrecipient must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
 - d. Access to the Files: As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Subrecipient that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Subrecipient and its employees shall allow Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
 - e. Return of the Files: In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Subrecipient under this Agreement must be submitted to Florida Housing within 15 days of such termination at the expense of Subrecipient.
3. Compliance Monitoring: Subrecipient must be subject to compliance monitoring during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Subrecipient:
- a. Subrecipient must maintain a financial tracking system provided by Florida Housing that ensures that CRF funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.
 - b. Subrecipient must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but are not limited to:
 - i. Proof of income compliance;
 - ii. Proof of homeownership;
 - iii. Proof of use of FEMA proceeds;
 - iv. Documentation of all required inspections including mold remediation and wood destroying organisms;
 - v. Documentation of any required remediation;
 - vi. Certificate of Occupancy;
 - vii. Placed in Service documentation;
 - viii. Proof of contract or eligibility;
 - ix. Documentation of payments made on the award; and
 - x. Documentation of the value/sales price of the unit, as applicable.
4. Cooperation with Inspector General: Subrecipient understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Subrecipient will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.

5. Technical Assistance: Training and technical assistance is available to Subrecipient to assist in the development and implementation of the CRF. This technical assistance shall be provided by Florida Housing staff and Florida Housing's Catalyst contractor.
6. Program Income: Program Income realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to Florida Housing.
7. Recaptured Funds: Recaptured Funds realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to Florida Housing.

K. Contacts

1. Florida Housing's contract administrator for this Agreement is:
Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org
2. The Florida Housing program contact for this Contract is:
Robert Dearduff, Assistant Director of Special Programs
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Robert.Dearduff@floridahousing.org
or the designated successor.
3. The Grantee's contract administrator for this Contract is:
Johnna Morris, Director
100 N. U.S. Hwy. 1
Fort Pierce, Florida 34950
Phone: 772.467.3073
E-mail: jmorris@cityoffortpierce.com
or the designated successor.

- L. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach

contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) [Clean Air Act \(42 U.S.C. 7401-7671q.\)](#) and the [Federal Water Pollution Control Act \(33 U.S.C. 1251-1387\)](#), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act \(42 U.S.C. 7401-7671q\)](#) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.322](#) Procurement of recovered materials.

[\[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014]

M. Default and Remedies

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with Subrecipient or assign any future transaction to Subrecipient shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Subrecipient as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Subrecipient in the transaction or any future transaction.
2. The Events of Default shall include, but not be limited to, the following:
 - a. If any report, information or representation provided by Subrecipient in this Contract is inaccurate, false or misleading in any respect;

- b. If any warranty or representation made by Subrecipient in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
- c. If Subrecipient fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
- d. If, in the sole discretion of Florida Housing, Subrecipient has failed to perform or complete any of the services identified in the attachments;
- e. If Subrecipient has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
- f. If Subrecipient has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
- g. If Subrecipient does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
- h. If Subrecipient commits fraud in the performance of its obligations under this Contract;
or
- i. If Subrecipient refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default.

- 3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide Subrecipient a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Subrecipient of the length of the Cure Period in the Notice of Default.
- 4. If Florida Housing provides a Cure Period and if the Subrecipient is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:
 - a. Florida Housing may terminate the Contract on the 10th day after Subrecipient receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;
 - b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;
 - c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Subrecipient to determine the reasons for or

the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Subrecipient to reimburse Florida Housing for the amount of costs incurred; or

- d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

N. Termination

1. Florida Housing may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Subrecipient, from the date sent from Florida Housing.
2. The Subrecipient may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, of Florida Housing's Contract Administrator, Contract.Admin@floridahousing.org. The Subrecipient shall be responsible for all costs arising from the resignation of the Subrecipient.
3. Upon expiration or termination of this Agreement, the Subrecipient shall transfer to Florida Housing any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

O. General Provisions

1. Compliance with all Applicable Laws and Regulations: Subrecipient must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Subrecipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Subrecipient further agrees to include this provision in all contracts with Eligible Persons, Sub-Grantees, Sponsors or subcontracts issued as a result of this Agreement. Subrecipient's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by Florida Housing.
2. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.
3. Insurance: Subrecipient agrees to carry liability and other appropriate forms of insurance. Florida Housing shall have no liability except as specifically provided in this Agreement.
4. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

5. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.
6. Lobbying: In accordance with Section 216.347, Fla. Stat., Subrecipient is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
7. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Subrecipient in connection with this agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Subrecipient represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

**If Subrecipient has questions regarding the application of Chapter 119,
Florida Statutes, to Subrecipient's duty to provide public records
relating to this contract, contact the Corporation Clerk at:**

Corporation Clerk

227 N. Bronough Street, Suite 5000

Tallahassee, Florida 32301-1329

Phone: 850.488.4197

E-mail: Corporation.Clerk@floridahousing.org

8. Personally Identifiable Information (PII); Security:
 - a. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient must provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Subrecipient shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
 - b. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Subrecipient does not carry stand-alone cyber liability coverage, Subrecipient agrees to indemnify costs related to notification, legal fees,

judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.

- c. Subrecipient agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
 - d. Subrecipient agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
 - e. Subrecipient agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Subrecipient agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
 - f. Subrecipient agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
 - g. If Subrecipient reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.
 - h. In the event of a breach of PII or other sensitive data, Subrecipient must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Subrecipient must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Subrecipient's corrective action plan; and the timelines associated with the corrective action plan.
9. Other Provisions:
- a. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County.
 - b. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by Subrecipient. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
 - c. Any power of approval or disapproval granted to Florida Housing under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
 - d. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement Number 117-2020, each through a duly authorized representative, effective on the Effective Date.

CITY OF FORT PIERCE

By: _____

Name/Title: _____

Date: _____

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: _____

Date: _____

COVID-19 Housing Assistance Program - Rent and Mortgage Assistance Strategy Initial Allocation

Local Government	County Total	County Share/ City Share
ALACHUA	703,837	353,326
Gainesville		350,511
BAKER	240,768	240,768
BAY	638,269	512,530
Panama City		125,739
BRADFORD	240,768	240,768
BREVARD	1,764,203	975,605
Cocoa		58,219
Melbourne		246,988
Palm Bay		342,255
Titusville		141,136
BROWARD	7,500,000	1,342,500
Coconut Creek		232,500
Coral Springs		502,500
Davie		405,000
Deerfield Beach		307,500
Fort Lauderdale		727,500
Hollywood		592,500
Lauderhill		285,000
Margate		232,500
Miramar		540,000
Pembroke Pines		660,000
Plantation		352,500
Pompano Beach		435,000
Sunrise		367,500
Tamarac		255,000
Weston		262,500
CALHOUN	175,000	175,000
CHARLOTTE	638,069	567,881
Punta Gorda		70,188
CITRUS	440,765	440,765
CLAY	572,502	572,502
COLLIER	1,169,599	1,104,101
Naples		65,498
COLUMBIA	306,536	306,536
DE SOTO	240,768	240,768
DIXIE	175,000	175,000
DUVAL	2,627,267	2,627,267
ESCAMBIA	903,834	748,375
Pensacola		155,459

Local Government	County Total	County Share/ City Share
FLAGLER	440,765	95,205
Palm Coast		345,560
FRANKLIN	175,000	175,000
GADSDEN	240,768	240,768
GILCHRIST	175,000	175,000
GLADES	175,000	175,000
GULF	175,000	175,000
HAMILTON	175,000	175,000
HARDEE	175,200	175,200
HENDRY	240,768	240,768
HERNANDO	638,069	638,069
HIGHLANDS	309,029	309,029
HILLSBOROUGH	4,284,932	3,128,000
Tampa		1,156,932
HOLMES	175,000	175,000
INDIAN RIVER	572,301	572,301
JACKSON	240,768	240,768
JEFFERSON	175,000	175,000
LAFAYETTE	175,000	175,000
LAKE	1,366,903	1,366,903
LEE	2,359,009	1,479,099
Cape Coral		596,829
Fort Myers		283,081
LEON	769,805	261,734
Tallahassee		508,071
LEVY	240,768	240,768
LIBERTY	175,000	175,000
MADISON	175,000	175,000
MANATEE	1,169,599	997,668
Bradenton		171,931
MARION	901,341	747,212
Ocala		154,129
MARTIN	572,301	572,301
MIAMI-DADE	7,500,000	4,822,500
Hialeah		637,500
Miami		1,312,500
Miami Beach		247,500
Miami Gardens		307,500
North Miami		172,500
MONROE	638,069	638,069

\$ 75,000,000

Local Government	County Total	County Share/ City Share
NASSAU	372,504	372,504
OKALOOSA	704,037	630,817
Fort Walton Beach		73,220
OKEECHOBEE	240,768	240,768
ORANGE	7,263,543	5,730,935
Orlando		1,532,608
OSCEOLA	2,493,238	1,989,604
Kissimmee		503,634
PALM BEACH	4,882,029	3,685,932
Boca Raton		317,332
Boynton Beach		263,630
Delray Beach		224,573
West Palm Beach		390,562
PASCO	1,566,900	1,566,900
PINELLAS	3,156,103	1,641,174
Clearwater		375,576
Largo		271,425
St. Petersburg		867,928
POLK	2,427,270	1,890,843
Lakeland		378,654
Winter Haven		157,773
PUTNAM	306,536	306,536
ST. JOHNS	506,533	506,533
ST. LUCIE	1,303,628	311,567
Fort Pierce		183,812
Port St. Lucie		808,249
SANTA ROSA	1,632,668	1,632,668
SARASOTA	772,298	669,582
Sarasota		102,716
SEMINOLE	1,101,338	1,101,338
SUMTER	309,029	309,029
SUWANNEE	240,768	240,768
TAYLOR	175,200	175,200
UNION	175,000	175,000
VOLUSIA	1,766,697	1,245,522
Daytona Beach		220,837
Deltona		300,338
WAKULLA	240,768	240,768
WALTON	374,797	374,797
WASHINGTON	240,768	240,768
TOTAL	75,000,000	75,000,000

City Commission Regular Meeting - 6:00 pm

12. a.

Meeting Date: 09/08/2020

Re: Final Plat - Bent Creek Subdivision (Tract B-2)

Submitted For: Jennifer Hofmeister, Planning Director, Planning & Zoning

SUBJECT:

POSTPONED TO 9/21/2020 MEETING AT REQUEST OF APPLICANT. Quasi-Judicial Hearing - Review and approval of an application for Final Plat, submitted by Property Owner and Applicant, Lennar Homes, Inc., to subdivide approximately 23.32 acres of land for a portion of a Planned Unit Development lying in Section 7, Township 35 South, Range 40 East, City of Fort Pierce, St. Lucie County, Florida, being a replat of Tract "B-2," Bent Creek Master Plat, as recorded in Plat Book 47, Pages 9 through 14, Public Records of St. Lucie County, Florida. The property is zoned Planned Development (PD). Parcel ID: 2407-700-0026-000-2.

SUMMARY:

- The applicant is requesting the review and approval of a Final Plat to subdivide approximately 23.32 acres of land for the completion of a portion of a Planned Unit Development lying in Section 7, Township 35 south, Range 40 east, City of Fort Pierce, St. Lucie County, Florida, being a replat of Tract "B-2", Bent Creek Master Plat, as recorded in Plat Book 47, Pages 9 through 14, Public Records of St. Lucie county, Florida.
- The subject property has a Future Land Use of Medium Density Residential, RM, which intended for parcels that are best suited for multi-family residential uses ranging in density from 6.5 to 12 dwelling units per acre. This designation allows small-lot single-family units and multi-family dwellings including duplexes, condominiums, and townhomes. The proposed project is consistent with the Comprehensive Plan.
- The subject property is zoned Planned Development, PD. The surrounding properties to the south and west are zoned PD, except for the parcels to the north zoned CG (St. Lucie County Zoning) and to the east zoned General Commercial, C-3 and Planned Development, PD. The surrounding properties are occupied by single-family homes and vacant land.
- The subdivision comprises a total of one (1) parcel with approximately 23.32 acres and will be subdivided into a total of one hundred and twenty-one (121) separate parcels. Each lot will meet the minimum lot width, depth, and area requirements specified by original St. Lucie County Site Plan Approval of the Planned Development. Staff has reviewed the application in accordance with Chapter 121 - Subdivisions of the City Code.

RECOMMENDATION:

The Final Plat meets the above standards of the City's land development code and Comprehensive Plan; therefore, Staff recommends **APPROVAL** with the following two (2) Conditions of Approval:

1. Prior to final plat approval the appropriate bonding mechanism must be in place ensuring construction completion of all outstanding infrastructure (sidewalks, roadways, drainage, utilities, curb, striping, etc.); for specific information please refer to the City of Fort Pierce Code of Ordinances Section 121-12.
2. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

ALTERNATIVES:

- Approval with alternative conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Property Tax Revenue

Attachments

Staff Presentation
Staff Report & Supporting Documents
Application Packet & Supporting Documents
Public Notice Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/30/2020 11:52 AM
Form Started By: Vennis Gilmore		Started On: 08/27/2020 11:43 AM
Final Approval Date: 08/30/2020		

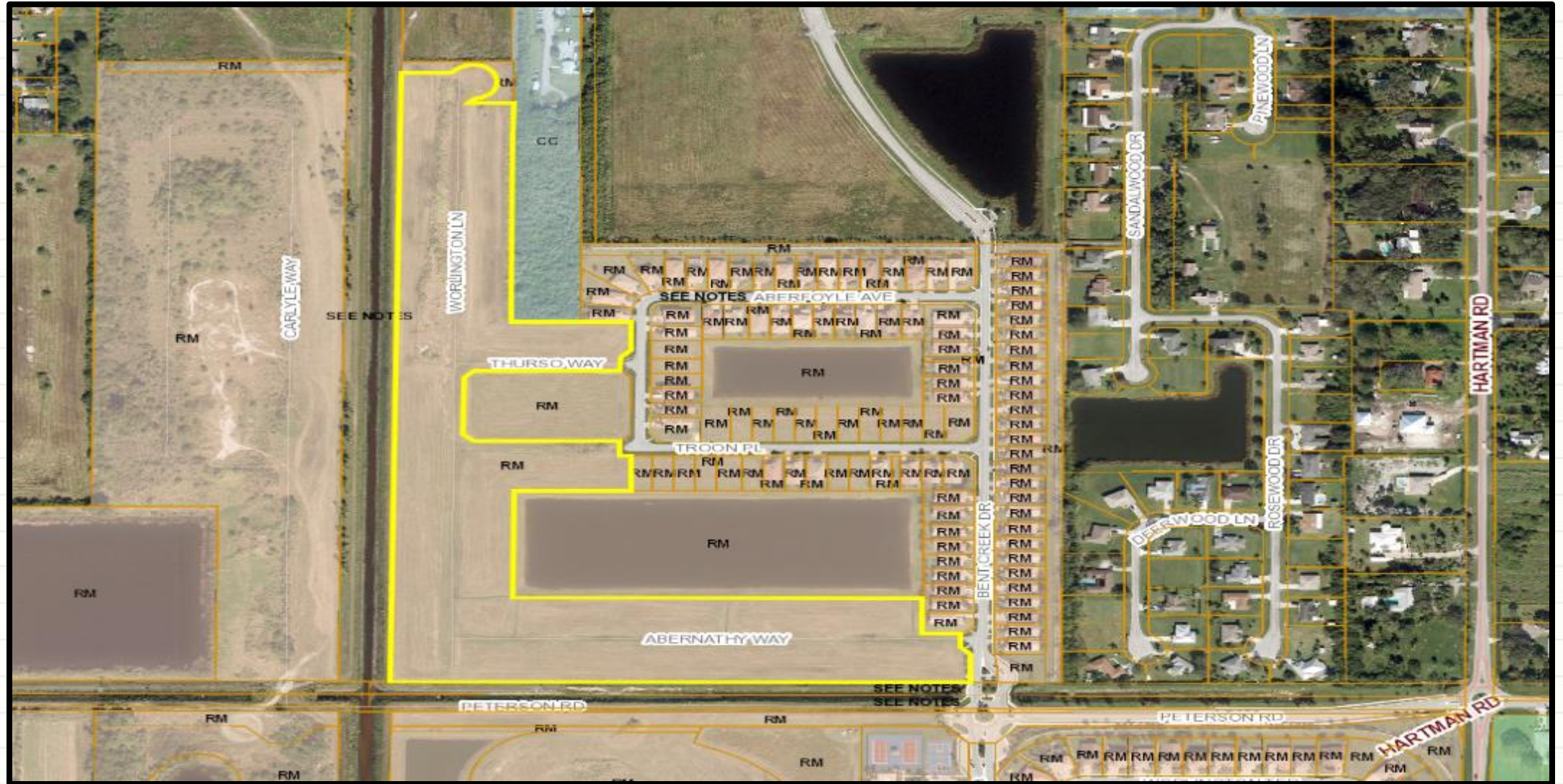
BENT CREEK SUBDIVISION (Tract B-2 Final Plat)



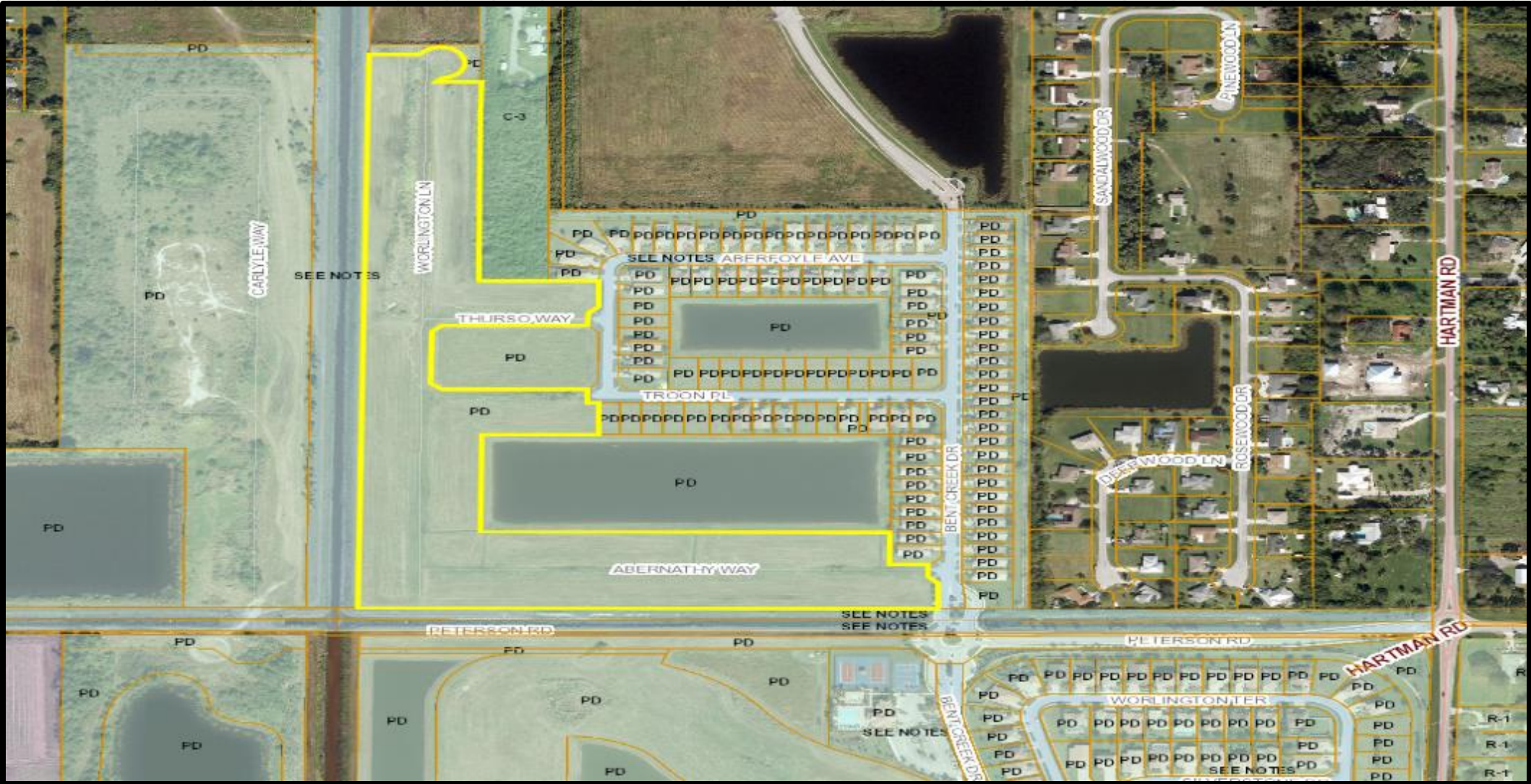
A PORTION OF A PLANNED UNIT
DEVELOPMENT LYING IN
SECTION 7, TOWNSHIP 35
SOUTH, RANGE 40 EAST



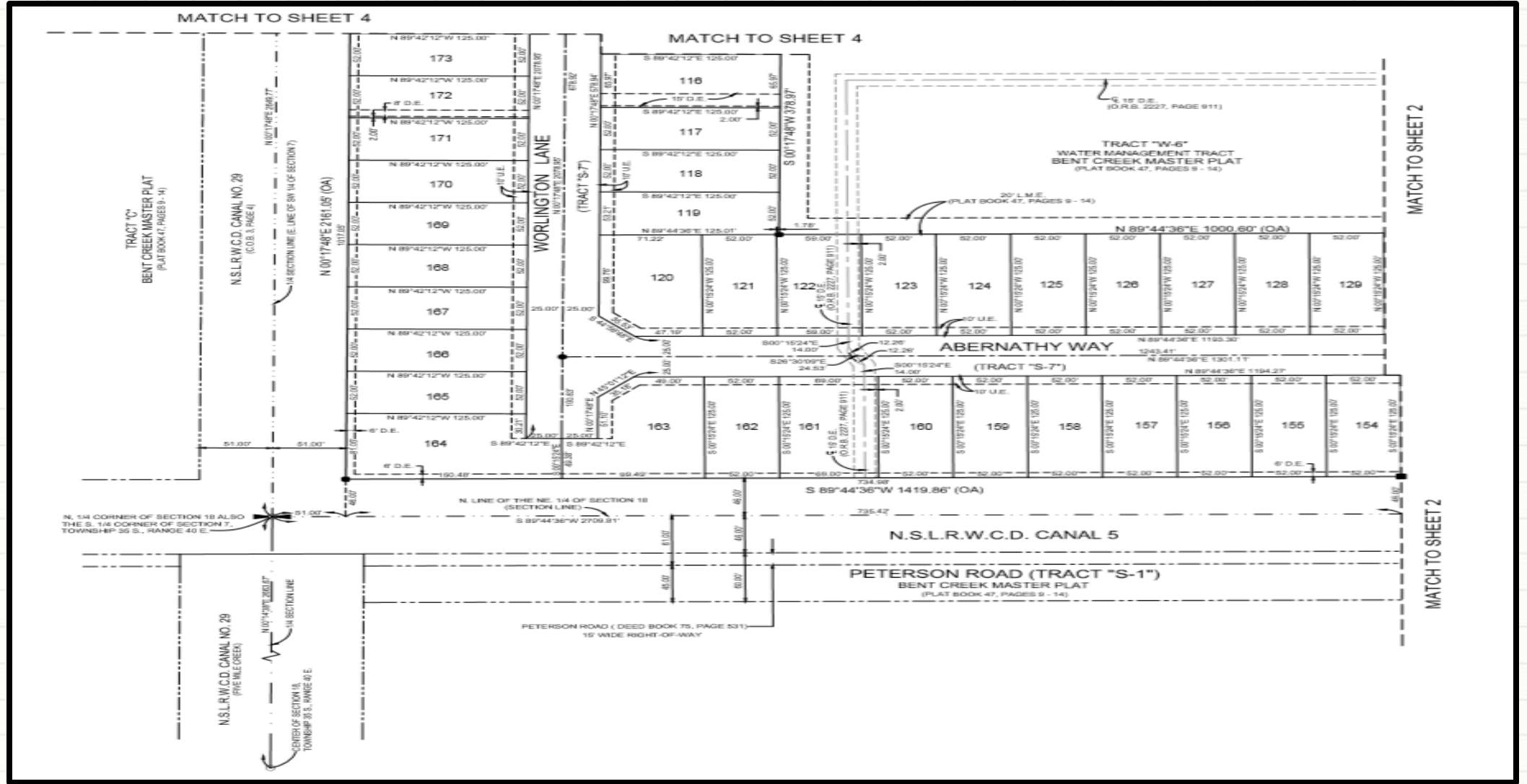
Future Land Use Map



Zoning Map



Plat (Segment 2)



Staff Recommendation

Staff recommends **APPROVAL** of the request, subject to two (2) conditions :

- 1) Prior to final plat approval the appropriate bonding mechanism must be in place ensuring construction completion of all outstanding infrastructure (sidewalks, roadways, drainage, utilities, curb, striping, etc.); for specific information please refer to the City of Fort Pierce Code of Ordinances Section 121-12.
- 2) The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

CC Recommendations

Possible actions of the City Commission:

- **APPROVAL** of the proposed Plat, with no changes.
 - Staff recommends approval of the request with two (2) conditions.
- **APPROVAL** of the proposed Plat, with changes.
 - Must meet minimum standards of the Planned Development
 - Cannot limit/requires uses
 - Cannot impose timeframes
 - Any additional conditions must relate to plat only
- **DISAPPROVAL** of the proposed Plat

BENT CREEK SUBDIVISION (Tract B-2 Final Plat)



**A PORTION OF A PLANNED UNIT
DEVELOPMENT LYING IN
SECTION 7, TOWNSHIP 35
SOUTH, RANGE 40 EAST**



TO: Nick C. Mimms, P.E., ICMA-CM, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Vennis Gilmore, Planner

RE: **Application for Subdivision – Final Plat (Bent Creek Subdivision)
 A PORTION OF A PLANNED UNIT DEVELOPMENT LYING IN SECTION 7,
 TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST.
 LUCIE COUNTY, FLORIDA, BEING A REPLAT OF TRACT "B-2", BENT
 CREEK MASTER PLAT, AS RECORDED IN PLAT BOOK 47, PAGES 9
 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.**

BOARD DATE: September 8, 2020

STAFF REPORT

Owner & Applicant: Lennar Homes, LLC
 8895 North Military Trail, Suite 101-B
 Palm Beach Gardens, FL 33410

Applicant’s Request: Approval of a Final Plat

Location(s): A PORTION OF A PLANNED UNIT DEVELOPMENT LYING IN SECTION 7,
 TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE
 COUNTY, FLORIDA, BEING A REPLAT OF TRACT "B-2", BENT CREEK
 MASTER PLAT, AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14,
 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Parcel ID: 2407-700-0026-000-2

Future Land Use: Medium Density Residential (RM)

Current Zoning: Planned Development (PD)

Surrounding FLU:

North	East	South	West
COM (SLC)	GC/RM (FP)	RM	RM

Surrounding Zoning:	North	East	South	West
	CG (SLC)	C-3/PD (FP)	PD	PD

Parcel Acreage: 23.32 Acres more or less

Staff Analysis:

Request

The applicant is requesting the review and approval of a Final Plat to subdivide approximately 23.32 acres of land for the completion of a portion of a Planned Unit Development lying in Section 7, Township 35 south, Range 40 east, City of Fort Pierce, St. Lucie County, Florida, being a replat of Tract "B-2", Bent Creek Master Plat, as recorded in Plat Book 47, Pages 9 through 14, Public Records of St. Lucie county, Florida.

The subject property has a Future Land Use of Medium Density Residential, RM, which intended for parcels that are best suited for multi-family residential uses ranging in density from 6.5 to 12 dwelling units per acre. This designation allows small-lot single-family units and multi-family dwellings including duplexes, condominiums, and townhomes. The proposed project is consistent with the Comprehensive Plan.

The subject property is zoned Planned Development, PD. The surrounding properties to the south and west are zoned PD, except for the parcels to the north zoned CG (St. Lucie County Zoning) and to the east zoned General Commercial, C-3 and Planned Development, PD. The surrounding properties are occupied by single-family homes and vacant land.

The subdivision comprises a total of one (1) parcel with approximately 23.32 acres and will be subdivided into a total of one hundred and twenty-one (121) separate parcels. Each lot will meet the minimum lot width, depth, and area requirements specified by original St. Lucie County Site Plan Approval of the Planned Development. Staff has reviewed the application in accordance with Chapter 121 - Subdivisions of the City Code.

Technical Review Committee

All affected departments have reviewed the proposed Final Plat with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Planning Board Recommendation

The Planning Board, at their August 11th, 2020 meeting, voted unanimously to recommend **Approval** of the request.

City Commission Standards for Review

The City Commission shall consider whether the following standards have been met in its review of the application:

- (1) Adequate vehicular access and traffic circulation to each lot in the proposed subdivision.

Currently the proposed roadways (Worlington Lane, Thurso Way, Troon Place, and Abernathy Way) are not paved. Adequate vehicular access and traffic circulation will be determined at the time of Development and Design Review.

- (2) That adopted levels of service (LOS) standards in the comprehensive plan are not adversely impacted by the proposed plat. If such standards are negatively affected that appropriate mitigation plans as described in this chapter are also included in the proposed plat.

The City of Fort Pierce Engineering Department and Northstar Geomatics have reviewed this plat prior to City Commission to determine that the adopted Level of Service (LOS) standards in the comprehensive plan are not adversely impacted by this proposed plat.

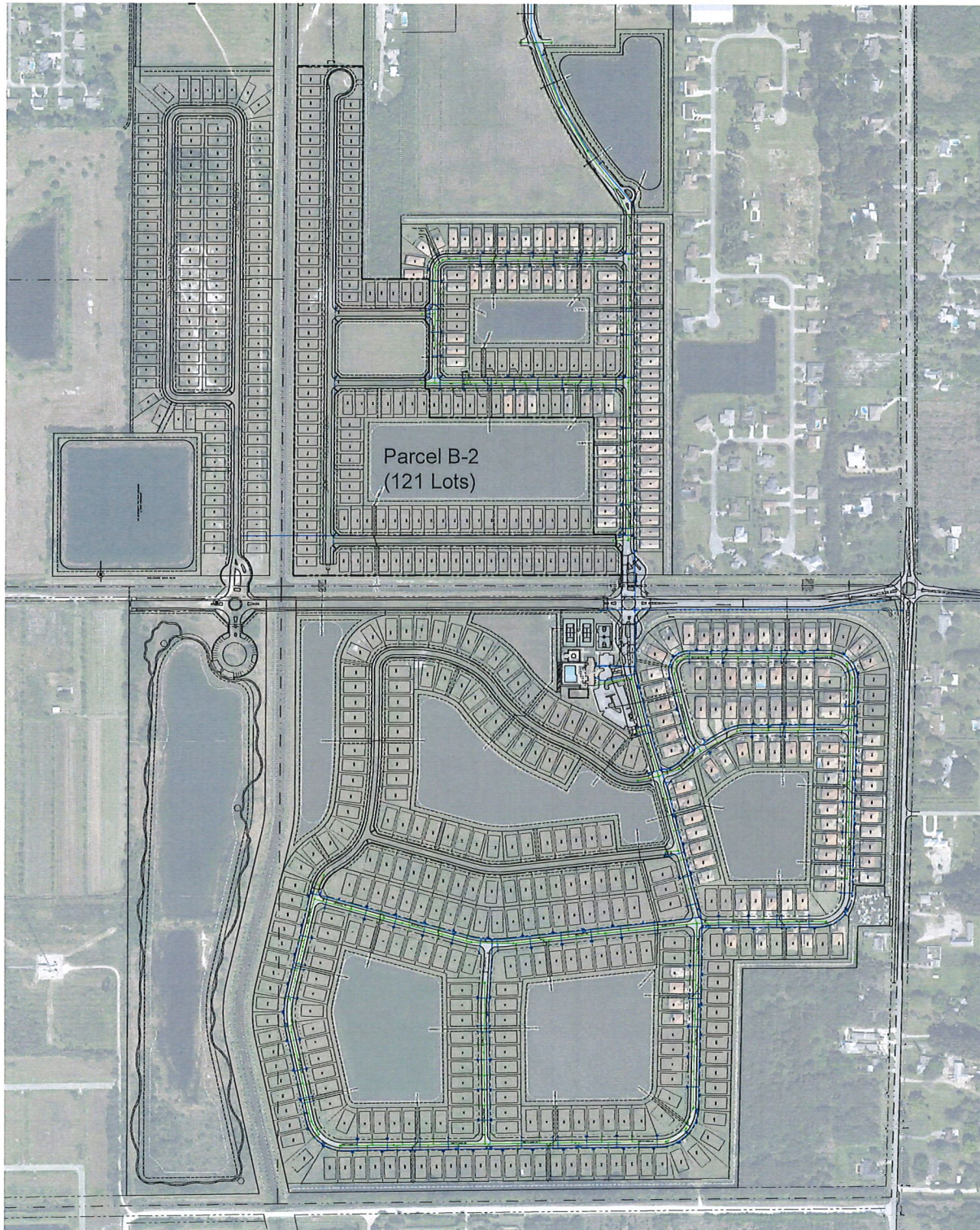
- (3) That other applicable comprehensive plan policies are addressed by the proposed plat.

The City of Fort Pierce Engineering Department and Northstar Geomatics have reviewed this plat prior to City Commission and have determined that all applicable comprehensive plan policies are addressed by the proposed plat.

Staff Recommendation:

The Final Plat meets the above standards of the City's land development code and Comprehensive Plan; therefore, Staff recommends **APPROVAL** with the following two (2) Conditions of Approval:

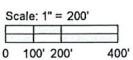
1. Prior to final plat approval the appropriate bonding mechanism must be in place ensuring construction completion of all outstanding infrastructure (sidewalks, roadways, drainage, utilities, curb, striping, etc.); for specific information please refer to the City of Fort Pierce Code of Ordinances Section 121-12.
2. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.



This plan is conceptual and is subject to further review and revisions.

This plan has not been completely reviewed for compliance with all jurisdictional codes and requirements which may require additional plan revisions.

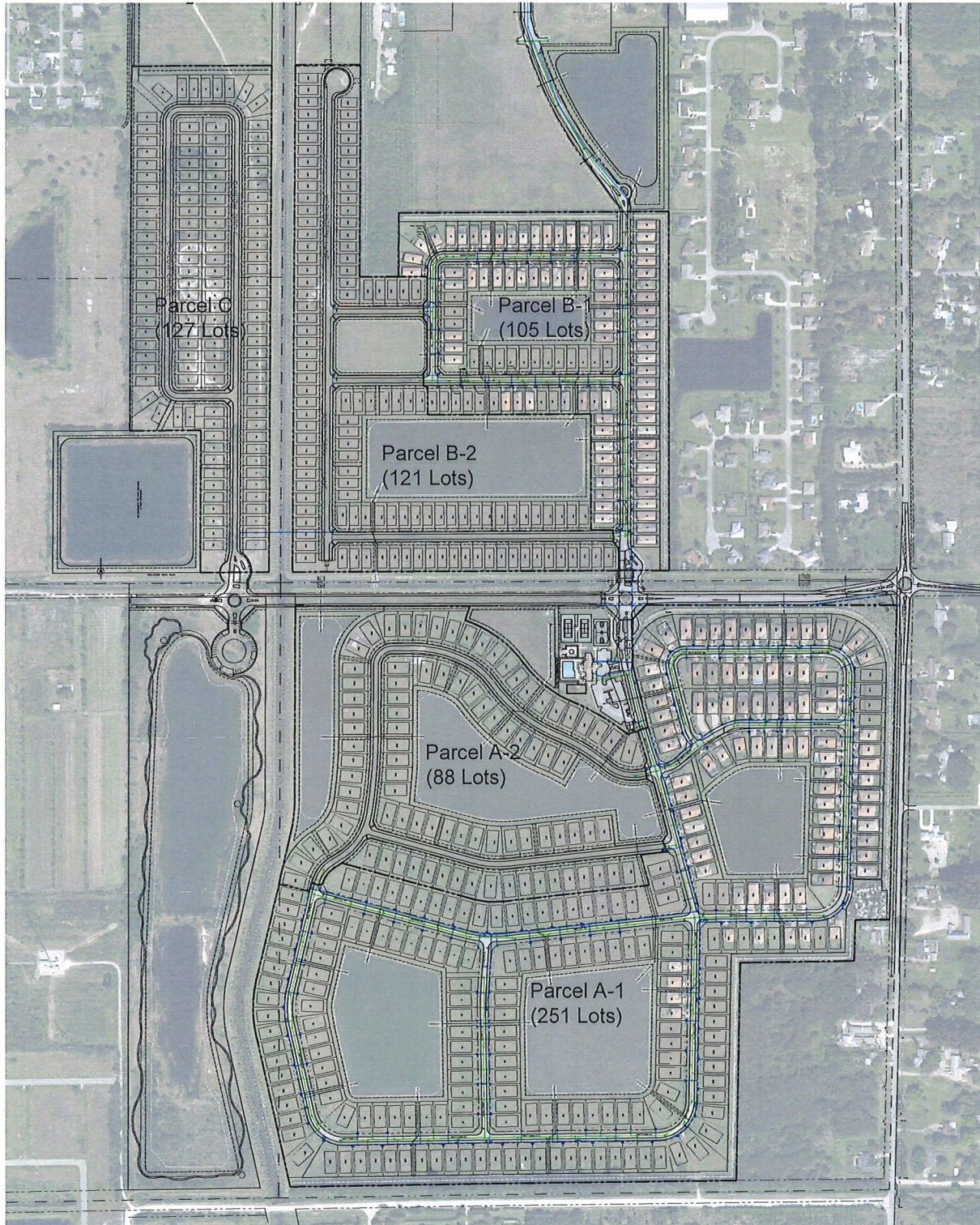
All boundary, existing facilities and/or structures shown on this plan are approximate and may be subject to change upon a formal survey, which also may result in revisions to the proposed portions of this plan.



Date: 08.11.2020

LENNAR
Bent Creek

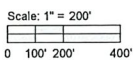
Fort Pierce
Parcel B-2 Exhibit



Legend

Parcel A-1	251 Lots
Parcel A-2	88 Lots
Parcel B-1	105 Lots
Parcel B-2	121 Lots
Parcel C	127 Lots
Total	692 Lots

This plan is conceptual and is subject to further review and revisions.
 This plan has not been completely reviewed for compliance with all jurisdictional codes and requirements which may require additional plan revisions.
 All boundary, existing facilities and/or structures shown on this plan are approximate and may be subject to change upon a formal survey, which also may result in revisions to the proposed portions of this plan.



Date: 08.11.2020

LENNAR
Bent Creek

Fort Pierce
Parcel Exhibit



THE SUNRISE CITY
ENGINEERING
DEPARTMENT

FORT PIERCE
Florida



RECEIVED

AUG 07 2020

CITY OF FORT PIERCE
PLANNING & ZONING

TO : Vennis Gilmore, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Bent Creek Tract B-2 Final Plat

TRC No. 19-41000002

DATE : August 7, 2020

This is to advise you that we have completed the review of the following documents as received by this office on August 7, 2020:

- Final Plat Application
- Test Reports & Related Documents
- Record Drawings
- Clearances from all applicable Local, State and Federal Agencies
- Engineer's Cost Estimate
- Certificate of Completion
- Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- Recommend w/ conditions
- Do Not Recommend
- Final Plat Approval
- Building Permit
- C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

See attached for engineering advisory comment

ENGINEERING ADVISORY COMMENT:

1. Prior to final plat execution, the appropriate bonding mechanism must be in place ensuring construction completion of all outstanding infrastructure (sidewalks, roadways, drainage, utilities, curb, striping, etc.); for specific information please refer to the City of Fort Pierce Code of Ordinances Section 121-12.

JRA/TST/tst

JRA

PRM INSPECTOR

Tracy Telle

From: Greg Fleming <gregf@nsgeo.com>
Sent: Friday, August 07, 2020 9:47 AM
To: Tracy Telle
Subject: Bent Creek Plat B-2

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Tracy,
The PRM inspection for this plat was successfully completed. All of my previous comments have been addressed.
I'm not able to access my desk computer to send you a formal review letter until Monday.
Thanks
Greg

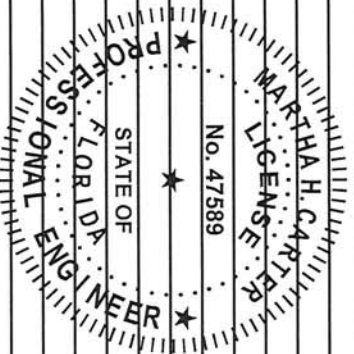
Gregory S. Fleming, PSM
President
NorthStar Geomatics, Inc.
ph. 772.781.6400 ext 101
cell 772-485-1415
www.nsgeo.com

MICHAEL B. SCHORAH & ASSOCIATES, INC.
 1850 FOREST HILL BLVD., SUITE 206
 WEST PALM BEACH, FL 33406
 (561) 968-0080
 EB#2438

PROJECT: BENT CREEK PUD PARCEL B-2
 JOB NO.: 1749
 BY: AMG DATE: 11/26/2019
 CHECKED BY: MHC
 SHEET NO: 1 OF 6
 REVISED: 8/6/2020

SUBJECT: OPINION OF COST - SUMMARY

ITEM	TOTAL
GENERAL CONDITIONS - APPROVED FOR ENG. (ATTACHED EMAIL)	\$253,500.00
WATER - APPROVED FOR A (ATTACHED EMAIL) GMAIL	\$179,130.00
SANITARY - APPROVED FOR A (ATTACHED EMAIL)	\$327,496.00
PAVING - APPROVED FOR ENG. (EMAIL)	\$786,123.75
DRAINAGE - APPROVED FOR ENG. (EMAIL)	\$576,830.00
LANDSCAPE - APPROVED FOR PAUL B. STAM (EMAIL)	\$74,371.65
IRRIGATION - APPROVED FOR PAUL B. STAM (EMAIL)	\$40,000.00
TOTAL	\$2,237,451.40



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
 MARTHA H. CARTER, P.E. ON THE DATE ADJACENT TO THE
 SEAL.
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
 SIGNED AND SEALED AND SIGNATURE MUST BE VERIFIED ON
 ANY ELECTRONIC COPIES.

Digitally signed
 by Martha H
 Carter
H Carter Date: 2020.08.06
 14:37:24 -04'00'
 Martha H. Carter, P.E.
 Florida Registration No. 47589
 Date:

FP ENG. APPROVAL

Tracy Telle

From: Brian Nolan <BNolan@lucidodesign.com>
Sent: Thursday, August 06, 2020 4:25 PM
To: Tracy Telle; Vennis Gilmore
Cc: John Andrews; Linda Cox
Subject: RE: Bent Creek B-2 Engineer's Cost Estimate

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately.

Tracy,

Thank you. I believe with your approval, all cost estimates for on-site are now approved, as we received approval from Mr. Bertram on the LA costs and approval from FPUA on the water/wastewater. Lennar will not transition to getting the bond in form for submittal to the City.

We're continuing to address the County's comments, which I believe you (Tracy) were copied on. Once we have the County's approval, Lennar will then transition into getting that bond in place and submitted to the City and County for approval.

Respectfully,

Brian Nolan, AICP, ASLA
Senior Landscape Architect
Lucido & Associates



Lucido & Associates

701 SE Ocean Blvd. Stuart, Florida 34994
tel: 772.220.2100
fax: 772.223.0220
web: www.lucidodesign.com
email: bnolan@lucidodesign.com

From: Tracy Telle <ttelle@cityoffortpierce.com>
Sent: Thursday, August 6, 2020 4:15 PM
To: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Cc: John Andrews <jandrews@cityoffortpierce.com>; Linda Cox <lcox@cityoffortpierce.com>; Brian Nolan <BNolan@lucidodesign.com>
Subject: FW: Bent Creek B-2 Engineer's Cost Estimate

The Engineer's Opinion of Cost for the on-site grading, paving and drainage items (sheets 2, 5, and 6) has been approved by this department. Please note that the final plat will not be recorded until the proper bonding mechanism is in place and confirmation of an approved PRM inspection has been issued by Northstar Geomatics.

Tracy S. Telle | Assistant City Engineer | City of Fort Pierce

Engineering Department
Phone: 772.467.3776 Fax: 772.460.6847 100 North U.S. 1, Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



From: Brian Nolan <BNolan@lucidodesign.com>

Sent: Thursday, August 06, 2020 3:35 PM

To: Tracy Telle <ttelle@cityoffortpierces.com>

Cc: John Andrews <jandrews@cityoffortpierces.com>; Linda Cox <lc Cox@cityoffortpierces.com>; Vennis Gilmore <vgilmore@cityoffortpierces.com>

Subject: RE: Bent Creek B-2 Engineer's Cost Estimate

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Tracy,

See attached revised cost estimate bumping mobilization to 6% of const. cost, up to \$120,000 from \$30,000.

Respectfully,

Brian Nolan, AICP, ASLA

Senior Landscape Architect
Lucido & Associates



Lucido & associates

701 SE Ocean Blvd. Stuart, Florida 34994

tel: 772.220.2100

fax: 772.223.0220

web: www.lucidodesign.com

email: bnolan@lucidodesign.com

From: Tracy Telle <ttelle@cityoffortpierces.com>

Sent: Thursday, August 6, 2020 2:39 PM

To: Brian Nolan <BNolan@lucidodesign.com>

Cc: John Andrews <jandrews@cityoffortpierces.com>; Linda Cox <lc Cox@cityoffortpierces.com>; Vennis Gilmore <vgilmore@cityoffortpierces.com>

Subject: RE: Bent Creek B-2 Engineer's Cost Estimate

Yes

Tracy S. Telle | Assistant City Engineer | City of Fort Pierce

Engineering Department
Phone: 772.467.3776 Fax: 772.460.6847 100 North U.S. 1, Fort Pierce, FL 34950

Website | Facebook | Survey



From: Brian Nolan <BNolan@lucidodesign.com>

Sent: Thursday, August 06, 2020 2:02 PM

To: Tracy Telle <ttelle@cityoffortpierce.com>

Cc: John Andrews <jandrews@cityoffortpierce.com>; Linda Cox <lc Cox@cityoffortpierce.com>; Vennis Gilmore <vgilmore@cityoffortpierce.com>

Subject: RE: Bent Creek B-2 Engineer's Cost Estimate

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Thank you, Tracy. By certified, do you mean signed and sealed?

Respectfully,

Brian Nolan, AICP, ASLA

Senior Landscape Architect

Lucido & Associates



Lucido & Associates

701 SE Ocean Blvd. Stuart, Florida 34994

tel: 772.220.2100

fax: 772.223.0220

web: www.lucidodesign.com

email: bnolan@lucidodesign.com

From: Tracy Telle <ttelle@cityoffortpierce.com>

Sent: Thursday, August 6, 2020 1:32 PM

To: Brian Nolan <BNolan@lucidodesign.com>

Cc: John Andrews <jandrews@cityoffortpierce.com>; Linda Cox <lc Cox@cityoffortpierce.com>; Vennis Gilmore <vgilmore@cityoffortpierce.com>

Subject: FW: Bent Creek B-2 Engineer's Cost Estimate

Brian,

The mobilization cost seems a little low compared to recent City projects. Will you please have the engineer update the mobilization lump sum price of \$30,000 to \$150,000 and send a certified copy back to us for final approval?

Thank you,

Tracy S. Telle | Assistant City Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3776 Fax: 772.460.6847 100 North U.S. 1, Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



From: Brian Nolan <BNolan@lucidodesign.com>

Sent: Thursday, August 06, 2020 11:05 AM

To: Tracy Telle <ttelle@cityoffortpierce.com>

Cc: John Andrews <jandrews@cityoffortpierce.com>; Linda Cox <lc Cox@cityoffortpierce.com>; Yennis Gilmore <vgilmore@cityoffortpierce.com>

Subject: RE: Bent Creek B-2 Engineer's Cost Estimate

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Good morning Tracy,

Attached for your review is the revised on-site cost estimate, as revised per your comments. I also attached your marked-up estimate for reference.

Respectfully,

Brian Nolan, AICP, ASLA

Senior Landscape Architect

Lucido & Associates



Lucido & Associates

701 SE Ocean Blvd. Stuart, Florida 34994

tel: 772.220.2100

fax: 772.223.0220

web: www.lucidodesign.com

email: bnolan@lucidodesign.com

From: Tracy Telle <ttelle@cityoffortpierce.com>
Sent: Wednesday, August 5, 2020 5:04 PM
To: Brian Nolan <BNolan@lucidodesign.com>
Cc: John Andrews <jandrews@cityoffortpierce.com>; Linda Cox <lc Cox@cityoffortpierce.com>; Vennis Gilmore <vgilmore@cityoffortpierce.com>
Subject: Bent Creek B-2 Engineer's Cost Estimate

Brian,

We have reviewed the quantities and the unit prices and offer the attached requested revisions. The unit prices are based on current City contract prices for roadway work.

Let me know if you have any questions.

Tracy S. Telle | Assistant City Engineer | City of Fort Pierce

Engineering Department
Phone: 772.467.3776 Fax: 772.460.6847 100 North U.S. 1, Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



FPUA'S APPROVAL

Tracy Telle

From: Brian Nolan <BNolan@lucidodesign.com>
Sent: Wednesday, August 05, 2020 8:24 AM
To: James Carnes; Vennis Gilmore
Cc: Tracy Telle; Jennifer Hofmeister; Linda Cox; mlac@schorah.com
Subject: RE: Bent Creek - B-2 Plat

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Thank you, sir!

Respectfully,

Brian Nolan, AICP, ASLA
Senior Landscape Architect
Lucido & Associates


Lucido & associates
701 SE Ocean Blvd. Stuart, Florida 34994
tel: 772.220.2100
fax: 772.223.0220
web: www.lucidodesign.com
email: bnolan@lucidodesign.com

From: James Carnes <jcarnes@fpua.com>
Sent: Wednesday, August 5, 2020 7:36 AM
To: Brian Nolan <BNolan@lucidodesign.com>; Vennis Gilmore <vgilmore@cityoffortpierce.com>
Cc: Tracy Telle <ttelle@cityoffortpierce.com>; Jennifer Hofmeister <jhofmeister@cityoffortpierce.com>; Linda Cox <lcox@cityoffortpierce.com>; mlac@schorah.com
Subject: RE: Bent Creek - B-2 Plat

The water and sewer portion of the provided costs looks appropriate.



JAMES CARNES III, P.E.
Supervising Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34984
772.466.1600 Ext. 3472
772.468.2414 Fax

From: Brian Nolan [mailto:BNolan@lucidodesign.com]
Sent: Tuesday, August 4, 2020 4:06 PM
To: James Carnes <jcarnes@fpua.com>; Vennis Gilmore <vgilmore@cityoffortpierce.com>
Cc: Tracy Telle <ttelle@cityoffortpierce.com>; Jennifer Hofmeister <jhofmeister@cityoffortpierce.com>; Linda Cox <lcox@cityoffortpierce.com>; jmlac@schorah.com
Subject: Bent Creek - B-2 Plat

CAUTION: This email originated from outside of FPUA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon James,

We're needing to prepare the required bond and surety to accompany the Final Plat for Bent Creek – Tract B-2. Can you please review the attached Engineer's Estimate for on-site water and sewer and provide me with any comments/corrections you have? Please do not hesitate to contact either myself or Mike LaCourse.

Vennis, can you please coordinate with Paul Bertram or other applicable parties to provide a review of the Landscape Architect's Estimate for the proposed street trees and littoral plantings?

Respectfully,

Brian Nolan, AICP, ASLA
Senior Landscape Architect
Lucido & Associates



Lucido & Associates

701 SE Ocean Blvd. Stuart, Florida 34994

tel: 772.220.2100

fax: 772.223.0220

web: www.lucidodesign.com

email: bnolan@lucidodesign.com

Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

(For additional information, go to <https://www.fpua.com/Information/Privacy/Information.aspx>)

PAUL BERTRAM'S APPROVAL

Tracy Telle

From: Brian Nolan <BNolan@lucidodesign.com>
Sent: Wednesday, August 05, 2020 11:59 AM
To: Vennis Gilmore
Cc: Jennifer Hofmeister; Alicia Rosenthal; Linda Cox; Tracy Telle; John Andrews; mlac@schorah.com; Paul Bertram
Subject: RE: Bent Creek - B-2 Plat

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately.

Very kind words, Paul; thank you! On that, and in following up with the Mayor's comments at the Commission hearing the other night...Going back many months, we began discussions with the previous Director of Planning to incorporate appropriate street tree species and planting locations, in consideration of the 50' ROW, utility locations, driveway locations, etc. I'd like to meet with you to review the street tree plans and tree list that we prepared for the existing sections of Bent Creek. We need to address this prior to the the second reading of the CDD, so please let me know when you're available to meet and discuss options.

Respectfully,

Brian Nolan, AICP, ASLA
Senior Landscape Architect
Lucido & Associates



701 SE Ocean Blvd. Stuart, Florida 34994
tel: 772.220.2100
fax: 772.223.0220
web: www.lucidodesign.com
email: bnolan@lucidodesign.com

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Wednesday, August 5, 2020 11:40 AM
To: Brian Nolan <BNolan@lucidodesign.com>
Cc: Jennifer Hofmeister <jhofmeister@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Linda Cox <lcox@cityoffortpierce.com>; Tracy Telle <ttelle@cityoffortpierce.com>; John Andrews <jandrews@cityoffortpierce.com>; mlac@schorah.com; Paul Bertram <pbertram@cityoffortpierce.com>
Subject: FW: Bent Creek - B-2 Plat

Good Morning Brian,

Please see the forwarded email of Paul's review of the Landscape Architect's Estimate. Let me know if you need anything else.

Best Regards,
Vennis Gilmore

Vennis Gilmore | Planner | City of Fort Pierce

Planning Department
Phone: 772.467.3741 Fax: 772.466-5808/100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



From: Paul Bertram <pbertram@cityoffortpierce.com>
Sent: Wednesday, August 05, 2020 5:06 AM
To: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Cc: Jennifer Hofmeister <jhofmeister@cityoffortpierce.com>; Rebeca Guerra <rguerra@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>
Subject: RE: Bent Creek - B-2 Plat

Good morning Mr. Gilmore,

Please see my comments regarding the plant species list for the above subject plan.

1. Drake Elm; Beautiful tree, size and price of the tree's sound correct. With the bark color and the tree's appearance it will be a nice tree for the area. Elm Tree's should not be planted too close to sidewalks or foundations, roots are shallow and can cause issues with concrete and sewer pipes. The tree also will require that it be staked correctly and additional time with the stakes in place to insure proper stability of the tree.
2. Shrubs; Great selection of flowering aquatic plant material, should create a fantastic display of color around the wetlands.

I think it's a breath of fresh air to see a new selection of plant material introduced to the area.

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Tuesday, August 4, 2020 5:07 PM
To: Paul Bertram <pbertram@cityoffortpierce.com>
Cc: Jennifer Hofmeister <jhofmeister@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Maria Lewicka <mlewicka@cityoffortpierce.com>
Subject: FW: Bent Creek - B-2 Plat

Hi Paul,

Please see the attached Cost Estimate packet for the Bent Creek Tract B-2 Plat. One of the cost estimates is for landscaping. Please review and provide comments to the Planning Department as soon as possible. We will be having our staff meeting this Thursday instead of Tomorrow. Maybe we can discuss this on Thursday.

Best Regards,
Vennis Gilmore



THE SUNRISE CITY
FORT PIERCE
 PLANNING DEPARTMENT
Florida

RECEIVED

OCT 10 2019

Subdivision

CITY OF FORT PIERCE
 PLANNING & ZONING

Property address or Location 839 Bent Creek Dr. Fort Pierce, FL 34947

Parcel ID #(s) 2407-700-0026-000-2

Project description Bent Creek Tract B-2

Kennar Homes, Inc
 Property Owner(s)
8895 N. Military Trail, Suite 101-B
 Street Address
Palm Beach Gardens, FL 33410
 City State Zip

Applicant/Representative, Title, Company

Street Address

City State Zip

Phone Number

Phone Number

Email Address

Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

JM Chesney
 Property Owner(s) Signature(s)

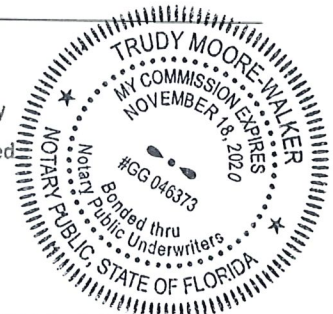
STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 9 day of OCTOBER, 2019, by J Valerie McChesney who is personally known to me or has produced

as identification.

[Signature]
 Signature of Notary

(seal)



INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____

Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- A copy of the deed
- Signed and sealed survey
- Concurrency application, complete
- Complete, notarized application

SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4):

- Street construction plans
- Electric Infrastructure plans
- Water & Sewer system construction plans
- Gas Infrastructure plans
- Stormwater Retention plans
- Complete, notarized application

SUBDIVISION: FINAL PLAT

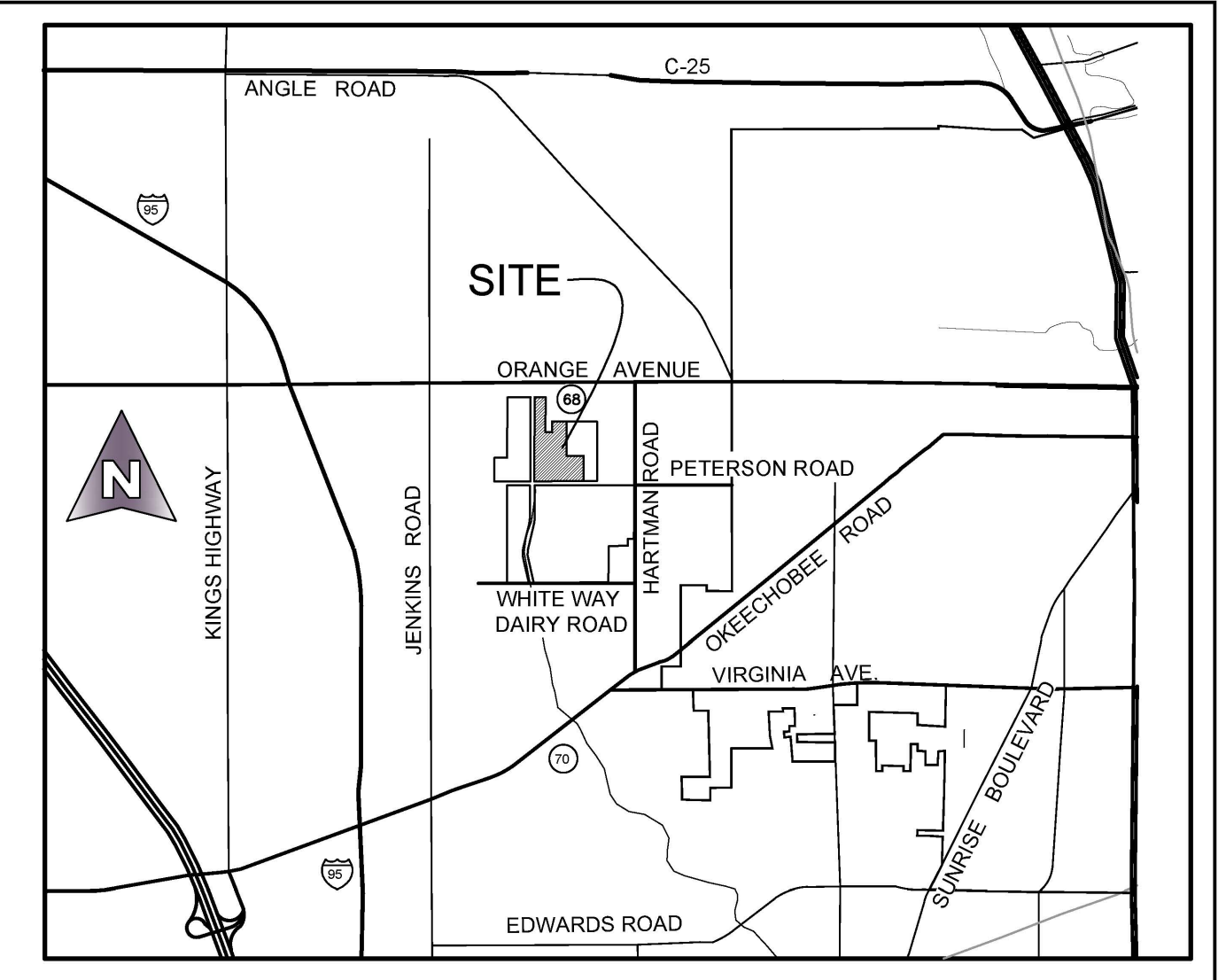
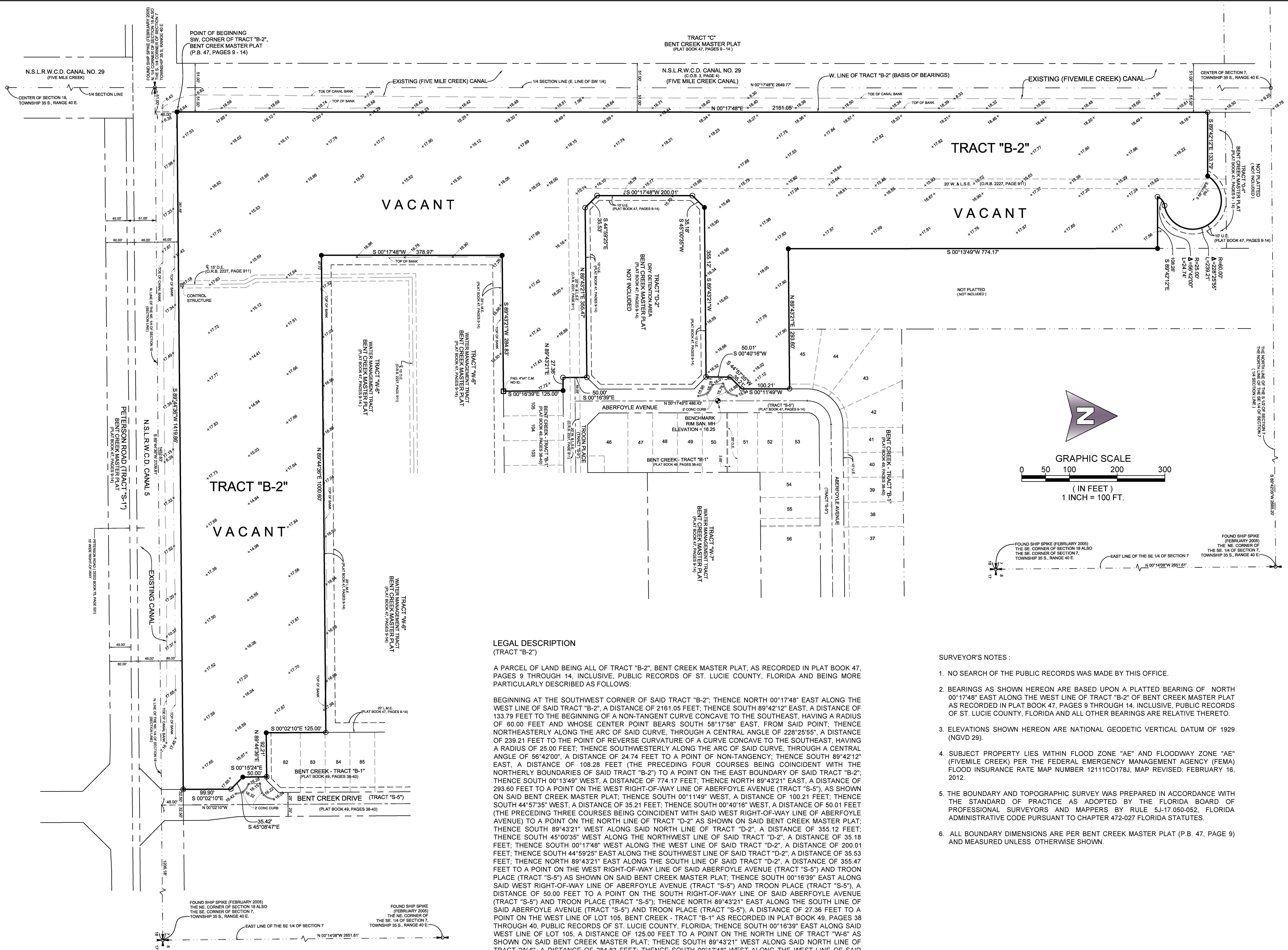
Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- Signed and sealed survey
- Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- Complete, notarized application

SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
 - proposed lots, including acreage, square footage, & dimensions.
 - any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- Complete, notarized application



LOCATION MAP
NOT TO SCALE

LEGEND

R	=	RADIUS
L	=	ARC LENGTH
Δ	=	CURVE CENTRAL ANGLE
R/W	=	RIGHT-OF-WAY
L.M.E.	=	LAKE MAINTENANCE EASEMENT
U.E.	=	UTILITY EASEMENT
D.E.	=	DRAINAGE EASEMENT
W. & L.S.E.	=	WATER AND LIFT STATION EASEMENT
C.O.B.	=	CHANCERY ORDER BOOK
P.B.	=	PLAT BOOK
O.R.B.	=	OFFICIAL RECORD BOOK
C.	=	CALCULATED
M.	=	MEASURED
C. & M.	=	CALCULATED AND MEASURED
I.R.C.	=	IRON ROD AND CAP
I.R.	=	IRON ROD
SAN. MH	=	SANITARY MANHOLE
ID.	=	IDENTIFICATION
C.M.	=	CONCRETE MONUMENT
⊕	=	BENCHMARK
⊕	=	CENTERLINE
NGVD 29	=	NATIONAL GEODETIC VERTICAL DATUM OF 1929
□	=	FOUND 4"x4" C.M. WITH ALUMINUM DISC STAMPED "PRM LB 2438"
●	=	SET 1/2" I.R.C. STAMPED LB 2438
⊙	=	FD. MAG NAIL AND BRASS WASHER STAMPED LB 4396
○	=	FD. 1/2" I.R.C. STAMPED LB 4396
○	=	FD. 1/2" I.R.C. (NO ID.)
⊕	=	SECTION CORNER (NOT FOUND)
⊕	=	1/4 SECTION CORNER (NOT FOUND)
⊕	=	EXISTING ELEVATIONS (NGVD 29)

LEGAL DESCRIPTION
(TRACT "B-2")

A PARCEL OF LAND BEING ALL OF TRACT "B-2", BENT CREEK MASTER PLAT, AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "B-2"; THENCE NORTH 00°17'48" EAST ALONG THE WEST LINE OF SAID TRACT "B-2", A DISTANCE OF 2161.05 FEET; THENCE SOUTH 89°42'12" EAST, A DISTANCE OF 133.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 60.00 FEET AND WHOSE CENTER POINT BEARS SOUTH 58°17'58" EAST, FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 238°25'51" A DISTANCE OF 239.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°42'00", A DISTANCE OF 24.74 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 89°42'12" EAST, A DISTANCE OF 108.28 FEET (THE PRECEDING FOUR COURSES BEING COINCIDENT WITH THE NORTHERLY BOUNDARIES OF SAID TRACT "B-2") TO A POINT ON THE EAST BOUNDARY OF SAID TRACT "B-2"; THENCE SOUTH 00°13'49" WEST, A DISTANCE OF 774.17 FEET; THENCE NORTH 89°43'21" EAST, A DISTANCE OF 293.60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ABERFOYLE AVENUE (TRACT "S-5"), AS SHOWN ON SAID BENT CREEK MASTER PLAT; THENCE SOUTH 00°11'49" WEST, A DISTANCE OF 100.21 FEET; THENCE SOUTH 44°57'35" WEST, A DISTANCE OF 35.21 FEET; THENCE SOUTH 00°40'16" WEST, A DISTANCE OF 50.01 FEET (THE PRECEDING THREE COURSES BEING COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF ABERFOYLE AVENUE) TO A POINT ON THE NORTH LINE OF TRACT "D-2" AS SHOWN ON SAID BENT CREEK MASTER PLAT; THENCE SOUTH 89°43'21" WEST ALONG SAID NORTH LINE OF TRACT "D-2", A DISTANCE OF 355.12 FEET; THENCE SOUTH 45°00'35" WEST ALONG THE NORTHWEST LINE OF SAID TRACT "D-2", A DISTANCE OF 35.18 FEET; THENCE SOUTH 00°17'48" WEST ALONG THE WEST LINE OF SAID TRACT "D-2", A DISTANCE OF 200.01 FEET; THENCE SOUTH 44°59'25" EAST ALONG THE SOUTHWEST LINE OF SAID TRACT "D-2", A DISTANCE OF 35.53 FEET; THENCE NORTH 89°43'21" EAST ALONG THE SOUTH LINE OF SAID TRACT "D-2", A DISTANCE OF 355.47 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID ABERFOYLE AVENUE (TRACT "S-5") AND TROON PLACE (TRACT "S-5") AS SHOWN ON SAID BENT CREEK MASTER PLAT; THENCE SOUTH 00°16'39" EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF ABERFOYLE AVENUE (TRACT "S-5") AND TROON PLACE (TRACT "S-5"), A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID ABERFOYLE AVENUE (TRACT "S-5") AND TROON PLACE (TRACT "S-5"); THENCE NORTH 89°43'21" EAST ALONG THE SOUTH LINE OF SAID ABERFOYLE AVENUE (TRACT "S-5") AND TROON PLACE (TRACT "S-5"), A DISTANCE OF 27.36 FEET TO A POINT ON THE WEST LINE OF LOT 105, BENT CREEK - TRACT "B-1" AS RECORDED IN PLAT BOOK 49, PAGES 38 THROUGH 40, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°16'39" EAST ALONG SAID WEST LINE OF LOT 105, A DISTANCE OF 125.00 FEET TO A POINT ON THE NORTH LINE OF TRACT "W-6" AS SHOWN ON SAID BENT CREEK MASTER PLAT; THENCE SOUTH 89°43'21" WEST ALONG SAID NORTH LINE OF TRACT "W-6", A DISTANCE OF 284.83 FEET; THENCE SOUTH 00°17'48" WEST ALONG THE WEST LINE OF SAID TRACT "W-6", A DISTANCE OF 378.97 FEET; THENCE NORTH 89°44'36" EAST ALONG THE SOUTH LINE OF SAID TRACT "W-6", A DISTANCE OF 1000.60 FEET TO A POINT ON THE WEST LINE OF LOT 83 AS SHOWN ON SAID PLAT OF BENT CREEK - TRACT "B-1"; THENCE SOUTH 00°02'10" EAST ALONG THE WEST LINE OF SAID LOT 83 AND THE WEST LINE OF LOT 82 AS SHOWN ON SAID PLAT OF BENT CREEK - TRACT "B-1", A DISTANCE OF 125.00 FEET; THENCE NORTH 89°44'36" EAST ALONG THE SOUTH LINE OF SAID LOT 82, A DISTANCE OF 92.21 FEET TO A POINT ON THE WEST LINE OF BENT CREEK DRIVE (TRACT "S-5") AS SHOWN ON SAID PLAT OF BENT CREEK - TRACT "B-1"; THENCE SOUTH 00°15'24" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°08'47" EAST, A DISTANCE OF 35.42 FEET; THENCE SOUTH 00°02'10" EAST, A DISTANCE OF 99.90 FEET (THE PRECEDING THREE COURSES BEING COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID BENT CREEK DRIVE) TO A POINT ON THE SOUTH LINE OF SAID TRACT "B-2"; THENCE SOUTH 89°44'36" WEST ALONG SAID SOUTH LINE OF TRACT "B-2", A DISTANCE OF 1419.86 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 23.32 ACRES, MORE OR LESS.

SURVEYOR'S NOTES :

- NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- BEARINGS AS SHOWN HEREON ARE BASED UPON A PLATTED BEARING OF NORTH 00°17'48" EAST ALONG THE WEST LINE OF TRACT "B-2" OF BENT CREEK MASTER PLAT AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
- ELEVATIONS SHOWN HEREON ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "AE" AND FLOODWAY ZONE "AE" (FIVEMILE CREEK) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 12111C0178J, MAP REVISED: FEBRUARY 16, 2012.
- THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS PREPARED IN ACCORDANCE WITH THE STANDARD OF PRACTICE AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS BY RULE 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472-027 FLORIDA STATUTES.
- ALL BOUNDARY DIMENSIONS ARE PER BENT CREEK MASTER PLAT (P.B. 47, PAGE 9) AND MEASURED UNLESS OTHERWISE SHOWN.

Craig S Pusey
Digitally signed by Craig S Pusey
DN: c=US, o=MICHAEL B SCHORAH AND ASSOCIATES INC, ou=MICHAEL B SCHORAH AND ASSOCIATES INC, cn=Craig S Pusey, 0.9.2342.19200300.100.1.1=A01098 0000001611F6FF27D00003D51
Date: 2019.07.31 08:22:18 -04'00'

CERTIFY TO: LENNAR HOMES, INC.
DATE, LAST FIELD WORK: 7/3/2019 DIGITALLY SIGN / SEALED 7/31/19
SIGNATURE DATE: _____ CRAIG S. PUSEY, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. 5019
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE SURVEYOR ABOVE.

MICHAEL B. SCHORAH & ASSOCIATES, INC. 1850 Forest Hill Boulevard, Suite 206 West Palm Beach, Florida 33406 Phone (561) 968-0080 Fax: (561) 642-9726				
FIELD	P.M.	FIELD BOOK	SCALE	SHEET NO. 1
CHECKED	C.S.P.	PAGE ELECT	1" = 100'	
DRAWN	L.B.	CADD FILE	DATE	OF 1
		1749 BDY-TOPO_B2	JULY, 2019	

BOUNDARY AND TOPOGRAPHIC SURVEY OF TRACT "B-2" BENT CREEK MASTER PLAT
LB # 2438
FILE NO. 1749

NO.	BY	DATE	REVISIONS

This instrument prepared by:
Mark Loterstein, Esq.
North American Title Company
760 NW 107 Avenue, Suite 400
Miami, Florida 33172

Our File No. 11657-18-01102

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 23rd day of August, 2018 between **MS RIALTO BENT CREEK FL, LLC, a Delaware limited liability company**, having its principal office at 700 NW 107th Avenue, 4th Floor, Miami, FL 33172 (the "Grantor"), and **LENNAR HOMES, LLC, a Florida limited liability company**, whose address is 8895 N. Military Trail, Palm Beach Gardens, FL 33410 (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain and sell to Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor have or may have in and to the following described real property (the "Property") located and situate in the County of St Lucie and State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO:

1. Taxes for the year 2018 and subsequent years.
2. Existing zoning ordinances and other governmental regulations.
3. Covenants, conditions, easements, limitations and restrictions of record, but this shall not operate to reimpose same.

and Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

"Grantor" and "Grantee" are used herein in the singular or the plural, as the context may require.

This Instrument prepared by:
Gerald L. Knight, Esquire
Holland & Knight
One East Broward Blvd., 13th Floor
Fort Lauderdale, Florida 33301

Folio No.:

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2612131 04/28/2005 at 01:22 PM
OR BOOK 2227 PAGE 890 - 894 Doc Type: DEED
RECORDING: \$44.00
D DOC STAMP COLLECTION: \$1400.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 31st day of March, 2005, by **LENNAR HOMES, INC., a Florida corporation**, whose post office address is 1013 N. State Road 7, Royal Palm Beach, FL 33411 ("Grantor"), to **SMIGIEL PARTNERS IX LTD., a Florida limited partnership**, whose post office address is P.O. Box 540669, Lake Worth, FL 33467 ("Grantee") (whenever used hereunder the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations):

WITNESSETH, that Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO: All matters on Exhibit "B" attached hereto and made a part hereof, none of which shall be reimposed.

and Grantor hereby covenants with Grantee that, except as noted above, Grantor will warrant and defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no other.

IN WITNESS WHEREOF, the Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Rebecca Greene

Rebecca Greene

Name Printed:

Jennifer Griner

Jennifer Griner

Name Printed:

LENNAR HOMES, INC., a Florida corporation

By: David M. Baselice
David M. Baselice, Vice President

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was sworn to and acknowledged before me this 31st day of March, 2005, by David M. Baselice, as Vice President of LENNAR HOMES, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Rebecca Greene
Notary Public


 Rebecca Greene
My Commission DD363414
Expires December 17 2008

EXHIBIT "A"

(PARCEL "E-1")

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE SOUTH 89°42'05" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 1342.60 FEET; THENCE SOUTH 00°01'50" WEST, A DISTANCE OF 662.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°01'50" WEST, A DISTANCE OF 386.42 FEET; THENCE SOUTH 89°42'05" WEST, A DISTANCE OF 336.87 FEET; THENCE NORTH 00°05'49" EAST, A DISTANCE OF 386.49 FEET; THENCE NORTH 89°42'43" EAST ALONG THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 336.42 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

(PARCEL "E-2")

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE SOUTH 89°42'05" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 1678.25 FEET; THENCE SOUTH 00°05'49" WEST, A DISTANCE OF 662.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°05'49" WEST, A DISTANCE OF 386.49 FEET; THENCE SOUTH 89°42'05" WEST, A DISTANCE OF 505.30 FEET; THENCE NORTH 00°11'49" EAST, A DISTANCE OF 386.58 FEET; THENCE NORTH 89°42'43" EAST ALONG THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 504.63 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

(PARCEL "E-3")

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE SOUTH 89°42'05" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 1006.95 FEET; THENCE SOUTH 00°02'10" EAST ALONG THE EAST LINE OF THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 662.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°02'10" EAST ALONG SAID LINE, A DISTANCE OF 386.36 FEET; THENCE SOUTH 89°42'05" WEST, A DISTANCE OF 336.86 FEET; THENCE NORTH 00°01'50" EAST ALONG THE WEST LINE OF THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF THE NORTH EAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 386.42 FEET; THENCE NORTH 89°42'43" EAST ALONG THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 336.42 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2005 and subsequent years.
2. Access to Parcels 1A, 2A and 3A is not insured.
3. The following matters as shown on the survey prepared by Landmark Surveying & Mapping dated August 27, 2003, under File No. 2605
 - a. As to Parcel 1A: 1) Access is not insured; 2) Encroachments of 4' barbwire fence with wood and metal posts; 3) existing well; and 4) farm ditches throughout.
 - b. As to Parcel 2A: 1) Access is not insured; 2) encroachments of barbwire fences; and 3) farm ditches throughout.
 - c. As to Parcel 3A: 1) Access is not insured; 2) encroachments of barbwire fences; 3) existing well; and 4) farm ditches throughout.

Instrument prepared by:
ALAN L. GABRIEL, Esq.
KATZ BARRON SQUIERO FAUST
100 NE 3rd Avenue, Suite 280
Fort Lauderdale, Florida 33301

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2612132 04/28/2005 at 01:22 PM
OR BOOK 2227 PAGE 895 - 901 Doc Type: DEED
RECORDING: \$61.00
D DOC STAMP COLLECTION: \$1400.00

Property Appraiser's Parcel
Identification No: 2407-311-0001-000/7
2407-421-0001-000/5
2407-422-0003-000/2

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 28th day of April, 2005, **BETWEEN** SMIGIEL PARTNERS IX, LTD., a Florida limited partnership, whose post office address is: P. O. Box 540669, Lake Worth, Florida 33467, Grantor and LENNAR HOMES, INC., a Florida corporation, whose post office address is: 700 NW 107 Avenue, 4th Floor, Miami, Florida 33172, Grantee.

WITNESSETH, That said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

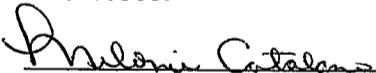
IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

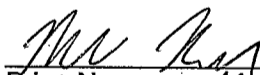
SMIGIEL PARTNERS IX, LTD., a Florida limited partnership

BY: GARY SMIGIEL, LC, a Florida limited liability company, its General Partner

By: 
GARY SMIGIEL, its sole Manager

Witnesses:


Print Name: Melonie Catalano


Print Name: Mark Mecca

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I hereby certify that on this 28th day of April, 2005, before me, an officer duly qualified to administer oaths and take acknowledgments, personally appeared GARY SMIGIEL, as sole Manager of GARY SMIGIEL, L.C., a Florida limited liability company, the General Partner of SMIGIEL PARTNERS IX, LTD., a Florida limited partnership, on behalf of the limited liability company and the limited partnership, who is personally known to me or who has produced as identification.


Print Name: _____
My commission expires:

 **Stephanie Winston**
Commission # DD381110
Expires January 15 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION
(PARCEL "A-2")

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7; THENCE NORTH 89°42'05" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7, A DISTANCE OF 1998.58 FEET; THENCE SOUTH 00°15'12" WEST ALONG THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7, A DISTANCE OF 406.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°15'12" WEST ALONG SAID LINE, A DISTANCE OF 255.50 FEET; THENCE NORTH 89°43'35" EAST, A DISTANCE OF 610.27 FEET; THENCE NORTH 00°17'48" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 29, A DISTANCE OF 255.50 FEET; THENCE SOUTH 89°43'35" WEST, A DISTANCE OF 610.47 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

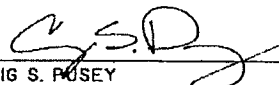
CONTAINING 3.58 ACRES, MORE OR LESS.

SURVEYOR'S NOTES


1. BEARINGS AS DESCRIBED AND SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF NORTH 89°42'05" EAST. ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.
3. THE INFORMATION SHOWN HEREON IS ONLY A GRAPHIC SKETCH OF THE DESCRIPTION PROVIDED AND DOES NOT REPRESENT A BOUNDARY SURVEY. NO FIELD WORK, VISUAL FIELD ASSESSMENT OR BOUNDARY CORNER PLACEMENT HAS BEEN PROVIDED IN CONNECTION WITH THE SKETCH AND DESCRIPTION DEPICTED HEREON.

UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING MAP, SKETCH OR PLAT IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

DATE: 3/2/04

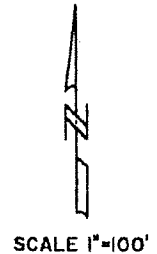

CRAIG S. POSEY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5019

REV. DIMENSIONING 3/2/04 K.D.R.

	Landmark Surveying & Mapping Inc. 1850 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33406 PHONE : (561) 433-5405 LB #4396			DESCRIPTION AND SKETCH OF PARCEL "A-2" (SMIGIEL TO LENNAR)	
	FIELD: N/A	DRAWN: KDR	SCALE: N/A		
	BOOK: N/A	DATE: 1/19/04	PROJ. FILE: 2605		
PAGE: N/A	CHECKED: CSP	CADD/PLC: 2605_SEC	SHEET NO: 1 OF 2	JOB NO: 2605	

SKETCH ONLY-NOT A BOUNDARY SURVEY

P.O.C.
NW CORNER OF THE SW 1/4
OF SECTION 7/35/40



P.O.B

UNPLATTED
W LINE E 1/2, E 1/2 SW 1/4
SECTION 7/35/40

S 00°15'12\"/>

UNPLATTED

S 89°43'35\"/>

PARCEL "A-2"

W R/W LINE CANAL NO. 29

N 00°17'48\"/>

N 89°43'35\"/>

LEGEND

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- NE = NORTHEAST
- NW = NORTHWEST
- SW = SOUTHWEST
- SE = SOUTHEAST
- R/W = RIGHT-OF-WAY



Landmark Surveying & Mapping Inc.
1850 FOREST HILL BOULEVARD, SUITE 100
WEST PALM BEACH, FL 33406
PHONE : (561) 433-5405
LB #4398

DESCRIPTION AND SKETCH OF
PARCEL "A-2"
(SMIGIEL TO LENNAR)

FIELD:	N/A	DRAWN:	KDR	SCALE:	1"=100'
ROOM:	N/A	DATE:	1/19/04	PROJ. FILE:	2805
PAGE:	N/A	CHECKED:	CSP	CADD FILE:	2805_SEC

SHEET NO. 2 OF 2 JOB NO. 2805

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION
(PARCEL "B-2")

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

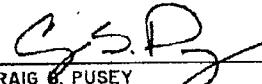
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE SOUTH 89°42'05" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 2634.20' FEET; THENCE SOUTH 00°17'48" WEST ALONG A PORTION OF THE EAST RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 29; A DISTANCE OF 405.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°17'48" WEST ALONG SAID LINE, A DISTANCE OF 256.55 FEET; THENCE NORTH 89°42'43" EAST, A DISTANCE OF 285.42 FEET; THENCE NORTH 00°13'49" EAST, A DISTANCE OF 256.55 FEET; THENCE SOUTH 89°42'43" WEST, A DISTANCE OF 285.12 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.


CONTAINING 1.68 ACRES, MORE OR LESS.

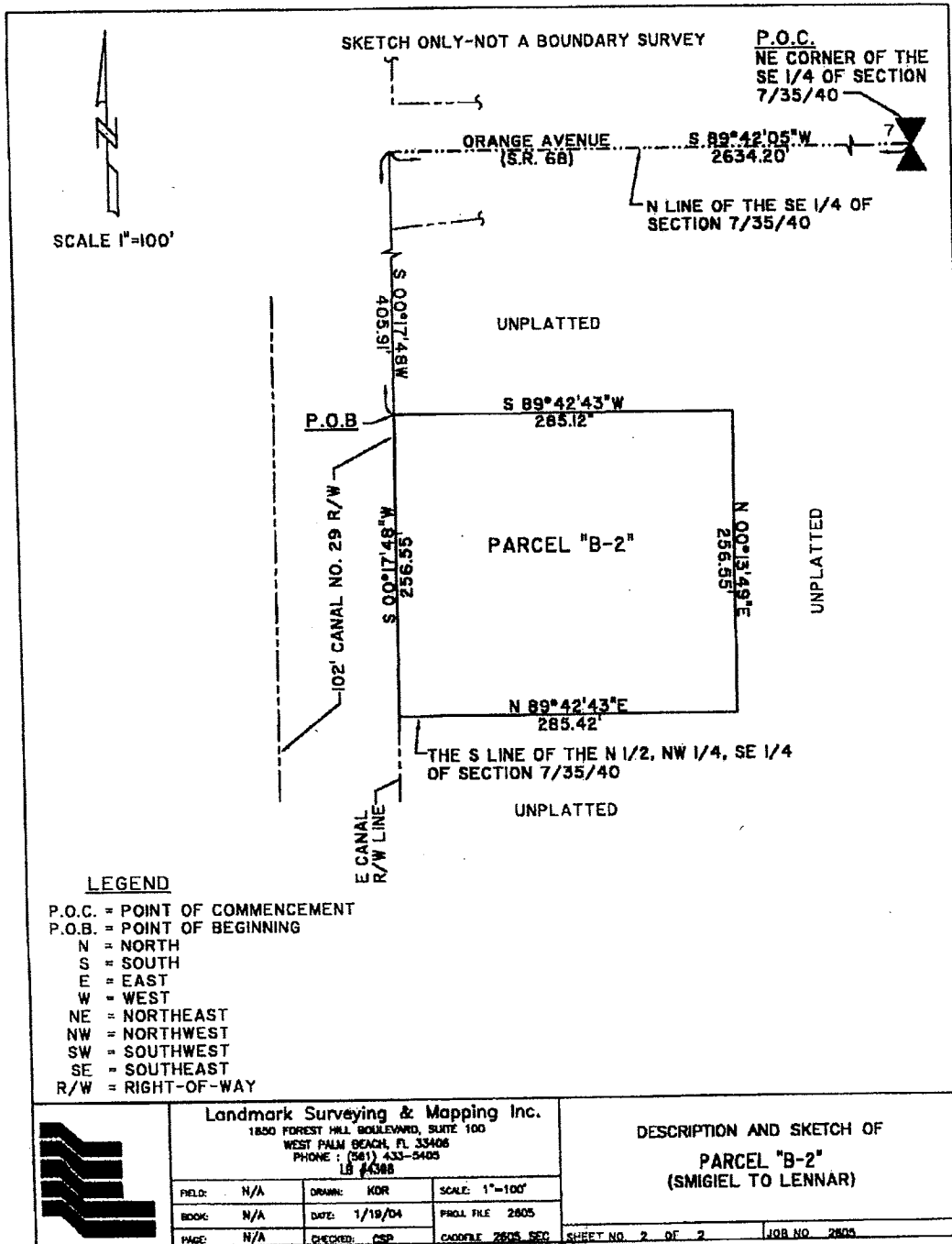
SURVEYOR'S NOTES

1. BEARINGS AS DESCRIBED AND SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF SOUTH 89°42'05" WEST. ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.
3. THE INFORMATION SHOWN HEREON IS ONLY A GRAPHIC SKETCH OF THE DESCRIPTION PROVIDED AND DOES NOT REPRESENT A BOUNDARY SURVEY. NO FIELD WORK, VISUAL FIELD ASSESSMENT OR BOUNDARY CORNER PLACEMENT HAS BEEN PROVIDED IN CONNECTION WITH THE SKETCH AND DESCRIPTION DEPICTED HEREON.

UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING MAP, SKETCH OR PLAT IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

DATE: 1/20/04 
 CRAIG B. PUSEY
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5019

	Landmark Surveying & Mapping Inc. 1850 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33408 PHONE : (561) 433-5405 LB #4386			DESCRIPTION AND SKETCH OF PARCEL "B-2" (SMIGIEL TO LENNAR)	
	FIELD: N/A	DRAWN: KDR	SCALE: N/A		
	BOOK: N/A	DATE: 1/18/04	PROJ FILE: 2805		
PAGE: N/A	CHECKED: CSP	CADFILE: 2805_SEC	SHEET NO. 1 OF 2	JOB NO. 2805	



THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION
(PARCEL "C-2")

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE SOUTH 89°42'05" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 1342.60 FEET; THENCE SOUTH 00°01'50" WEST ALONG THE WEST LINE OF THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 1049.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°01'50" WEST ALONG SAID LINE, A DISTANCE OF 276.24 FEET; THENCE SOUTH 89°43'21" WEST, A DISTANCE OF 337.19 FEET; THENCE NORTH 00°05'49" EAST, A DISTANCE OF 276.12 FEET; THENCE NORTH 89°42'05" EAST, A DISTANCE OF 336.87 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.


CONTAINING 2.14 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS AS DESCRIBED AND SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF SOUTH 89°42'05" WEST. ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.
3. THE INFORMATION SHOWN HEREON IS ONLY A GRAPHIC SKETCH OF THE DESCRIPTION PROVIDED AND DOES NOT REPRESENT A BOUNDARY SURVEY. NO FIELD WORK, VISUAL FIELD ASSESSMENT OR BOUNDARY CORNER PLACEMENT HAS BEEN PROVIDED IN CONNECTION WITH THE SKETCH AND DESCRIPTION DEPICTED HEREON.

UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING MAP, SKETCH OR PLAT IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

DATE: 1/20/04 
 CRAIG S. PUSEY
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5019

	Landmark Surveying & Mapping Inc. 1850 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33406 PHONE: (561) 433-5405 LB #4305			DESCRIPTION AND SKETCH OF PARCEL "C-2" (SMIGIEL TO LENNAR)	
	FIELD: N/A	DRAWN: KDR	SCALE: N/A		
	BOOK: N/A	DATE: 1/19/04	PROJ. FILE: 2805		
PAGE: N/A	CHECKED: CSP	CADD FILE: 2805_SEC	SHEET NO. 1 OF 2	JOB NO. 2805	



Bent Creek (Phase B2) - Estimate of Probable Landscape Material & Installation Cost

11/24/2019

Street Trees

TREES	Botanical	Common	Specs	Quantity	Unit Cost	Total
UD	Ulmus parvifolia 'Drake'	Drake Elm	CG, 14' HT x 7' SPR, 3' CT, SP	84	\$800.00	\$67,200.00
Total:						\$67,200.00

Detention Littorals 2 & 2A

SHRUBS	Botanical	Common	Specs	Quantity	Unit Cost	Total
NYO	Nymphaea odorata	Fragrant Waterlily	24"root, BR, clean, free of weeds	1603	\$1.35	\$2,164.05
SAG	Sagittaria spp.	Arrowhead	24"root, BR, clean, free of weeds	1254	\$1.95	\$2,445.30
POC	Pontederia cordata	Pickerelweed	24"root, BR, clean, free of weeds	1168	\$1.35	\$1,576.80
ELI	Eleocharis interstincta	Spikerush	BR, clean, free of weeds	730	\$1.35	\$985.50
Total:						\$7,171.65

Irrigation Allowance

Irrigation System	\$ 40,000.00
TOTAL: \$114,371.65	

Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
 tel: 772.220.2100 fax: 772.223.0220 web: www.lucidodesign.com

MICHAEL B. SCHORAH & ASSOCIATES, INC.
 1850 FOREST HILL BLVD., SUITE 206
 WEST PALM BEACH, FL 33406
 (561) 968-0080
 EB#2438

PROJECT: BENT CREEK PETERSON ROAD
 JOB NO.: 1756
 BY: AMG DATE: 6/16/2020
 CHECKED BY: MHC
 SHEET NO: 1 OF 5
 REVISED:

SUBJECT: OPINION OF COST - SUMMARY

ITEM	TOTAL
WATER	\$98,286.00
PAVING AND GRADING	\$649,145.00
DRAINAGE	\$207,680.00
BRIDGE	\$1,584,897.90

Martha H. Carter, P.E.
 Florida Registration No. 47589
 Date:



THE SUNRISE CITY

FORT PIERCE
PLANNING DEPARTMENT
Florida

Lennar Homes, Inc.
8895 North Military Trail, Suite 101-B
Palm Beach Gardens, FL. 33410
Re: **Final Plat – Bent Creek – Subdivision of Tract B-2**

Dear Lennar Homes, Inc.,

The following are comments from the Planning Department's review of the application for a Final Plat in the PD, Planned Development Zone **(Please Provide a Written Response and any revisions to all responsible Departments by August 26th to be placed on the September 10th Planning Board Agenda):**

- 1) The Developer/Applicant is required to enter into an agreement with the City of Fort Pierce and post the appropriate bond regarding the completion of the outstanding site work.**

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@citypierce.com.

Sincerely,

Vennis Gilmore
Planner



THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT

Florida

TO : Vennis Gilmore, Planner

FROM : John R. Andrews, P.E., City Engineer

**RE : Bent Creek Tract B-2 Final Plat
TRC No. 19-4100002**

DATE : August 15, 2019

This is to advise you that we have completed the review of the following documents as received by this office on August 2, 2019:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Final Plat Application | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- | | | |
|---|--|------------------------------|
| <input type="checkbox"/> Recommend | <input checked="" type="checkbox"/> Do Not Recommend | |
| <input checked="" type="checkbox"/> Final Plat Approval | <input type="checkbox"/> Building Permit | <input type="checkbox"/> C/O |

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- See attached for engineering comments

ENGINEERING COMMENTS:

1. On Sheet 1 of 5, under the "Dedication and Reservation" there is reference to this submittal being a replat of Tract B-2; however, the title of the plat identifies the plat as "Bent Creek Tract B-2" and does not indicate that the plat is a replat. Please verify whether this submittal is a replat and if so revise the plat title accordingly.
2. On Sheet 1 of 5, under the "Planning and Zoning Approval" heading to reference City of Fort Pierce as opposed to St. Lucie County (two places) and include the applicable section number of the land development code.
3. Prior to this department's recommendation of Final Plat approval, the appropriate bonding mechanism must be in place ensuring construction completion of all outstanding infrastructure (sidewalks, roadways, drainage, utilities, curb, striping, etc.); for specific information please refer to the City of Fort Pierce Code of Ordinances Section 18-12.
4. Future comments may be forthcoming upon the completion of the review by the City's reviewing surveyor, Northstar Geomatics. Please remit payment of the attached invoice directly to Northstar in order to initiate review.

JRA/TST/tst
TST



**NORTHSTAR
GEOMATICS**

SURVEYING/MAPPING
GEOGRAPHIC INFORMATION SYSTEMS
ASSET INVENTORY

P.O. Box 2371
Stuart, FL 34995

Invoice

Date	Invoice #
8/2/2019	6398

Bill To:
LENNAR Homes, LLC 8895 N Military Trail Suite 101-B Palm Beach Gardens, Fl. 33410

NS Project Number	P.O. Number:	Terms
19-042		Due on Receipt

Item	Description	Hours/Qty	Rate	Amount
Lump Sum	BENT CREEK TRACT B-2 PLAT REVIEW AND FIELD PRM INSPECTION		1,200.00	1,200.00

Total			\$1,200.00
Payments/Credits			\$0.00
Balance Due			\$1,200.00

Phone #	Fax:
772-781-6400	772-781-6462



BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 8.15.19
Property Address: Final Plat - Subdivision of Tract B-2
Property Name: Bent Creek
Planner: Vennis Gilmore

Please be advised that the project may trigger the requirements indicated below:

- 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.
2. Pre-construction meeting with the City's Building Department is requested.
3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.
4. Means of egress is required.
5. Means of ingress is required.
6. Must meet the following Accessibility requirements:
- Accessible route
- Handicapped parking spaces
- Means of egress
7. Change of Use required
- to include a signed and sealed Life Safety Plan
- to include a signed and sealed detailed comprehensive building plan.
8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.
9. Flood Development Permit required.
10. Building Permit required.
11. Signed and sealed construction drawings required.
12. Will need to meet the Fire Code.
13. Sprinkler system is required.
14. Smoke alarm system is required.
15. Other

Additional Comments/Requirements:

Empty rectangular box for additional comments or requirements.

Building Official's or Representative's Signature

Handwritten signature of the Building Official or Representative.

Date:

Handwritten date: 8/9/19



Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

August 15, 2019

TECHNICAL REVIEW PROJECT # 19-4100002 (Final Plat)

Final Plat – Bent Creek – Subdivision of Tract B-2

Comments

FPUA W/WW Engineering: Approved - Water and Wastewater Engineering has no objection to the final plat this subdivision.

FPUA Electric & Gas Engineering: The property is not in the FPUA electric service area. Located in FPL service area



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

www.fpua.com





NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

July 26, 2020

Tracy Telle, Assistant City Engineer
City of Fort Pierce Engineering
100 North US 1
Ft. Pierce, FL 34954

RE: **Bent Creek- "Tract B-2" Plat -- Review #2**

NS Project 19-042

Dear Ms. Telle:

I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, surveyor's opinion of plat boundary or mathematical calculations or acreages.

1. PRM's must be placed and verified by reviewing surveyor prior to City Commission approval. Platting surveyor or designee must be present at inspection. Please notify reviewing surveyor for PRM inspection scheduling.

Prepared By:

Gregory S. Fleming
Florida Surveyor and Mapper No. 4350



TO : Vennis Gilmore, Planner

RECEIVED

FROM : John R. Andrews, P.E., City Engineer

JUL 30 2020

**RE : Bent Creek Tract B-2 Final Plat
TRC No. 19-4100002**

CITY OF FORT PIERCE
PLANNING & ZONING

DATE : July 28, 2020

This is to advise you that we have completed the review of the following documents as received by this office on July 09, 2020:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Final Plat Application | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- Recommend w/ conditions Do Not Recommend

- Final Plat Approval Building Permit C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- See attached for engineering conditions of approval

ENGINEERING COMMENTS:

1. Prior to final plat approval the appropriate bonding mechanism must be in place ensuring construction completion of all outstanding infrastructure (sidewalks, roadways, drainage, utilities, curb, striping, etc.); for specific information please refer to the City of Fort Pierce Code of Ordinances Section 121-12.
2. Prior to City Commission approval PRM's must be placed and verified by the reviewing surveyor; please contact Northstar Geomatics to schedule an inspection.

JRA/TST/vb





NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

July 26, 2020

City of Fort Pierce

JUL 27 2020

Engineering Dept.

Tracy Telle, Assistant City Engineer
City of Fort Pierce Engineering
100 North US 1
Ft. Pierce, FL 34954

RE: **Bent Creek- "Tract B-2" Plat -- Review #2**

NS Project 19-042

Dear Ms. Telle:

I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, surveyor's opinion of plat boundary or mathematical calculations or acreages.

1. PRM's must be placed and verified by reviewing surveyor prior to City Commission approval. Platting surveyor or designee must be present at inspection. Please notify reviewing surveyor for PRM inspection scheduling.

Prepared By:

Gregory S. Fleming
Florida Surveyor and Mapper No. 4350

Subject: Bent Creek Final Plat – Tract B-2 – TRC Comments as of 8.4.20

City of Fort Pierce Planning Department

1. Prior to final plat approval the appropriate bonding mechanism must be in place ensuring construction completion of all outstanding infrastructure (sidewalks, roadways, drainage, utilities, curb, striping, etc.); for specific information please refer to the City of Fort Pierce Code of Ordinances Section 121-12.
2. Prior to City Commission approval PRM's must be placed and verified by the reviewing surveyor; please contact Northstar Geomatics to schedule an inspection.
3. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

Fort Pierce Engineering Department

Do Not Recommend Final Plat Approval.

1. Prior to final plat approval the appropriate bonding mechanism must be in place ensuring construction completion of all outstanding infrastructure (sidewalks, roadways, drainage, utilities, curb, striping, etc.); for specific information please refer to the City of Fort Pierce Code of Ordinances Section 121-12.
2. Prior to City Commission approval PRM's must be placed and verified by the reviewing surveyor; please contact Northstar Geomatics to schedule an inspection.

Fort Pierce Utility Authority

FPUA W/WW Engineering: Approved - The Water and Wastewater Engineering Department has been working with the Engineers for the project on the utility plans for this parcel.

FPUA Electric & Gas Engineering: Outside FPUA Electric service area

Fort Pierce Building Department

No Comments

Fort Pierce Police Department

No Comments

City of Fort Pierce Arborist

No Comments

St. Lucie County Planning Department

No Comments

St. Lucie County PW/Engineering

1. No Comments

City Clerk Office

No Comments

St Lucie County Fire District

Site Plan Approved with Conditions:

1. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.
2. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".
3. Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following:
 - 1) The maximum distance to a fire hydrant from the closet point on the building shall not exceed 600 feet.
 - 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.
4. Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.
5. The minimum acceptable cul-de-sac radius is 50 feet to the edge of pavement.
6. Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD).
7. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.

Lieutenant Wayne Boyer, M.S., FO, C.F.E.I.
Water Supply Officer
Community Risk Reduction Bureau
St. Lucie County Fire District
Office: 772-621-3322 Mobile: 772-631-8877
Email: WBoyer@slcfd.org

Code Enforcement

No Comments

School Board of St. Lucie County

No Comments

Florida Department of Transportation

No Comments



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT *Florida*

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Final Plat - Bent Creek Subdivision - Tract B-2

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37. Public Hearings A,B,C, & D

NOTICE BY NEWSPAPER: August 23rd, 2020

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore

TITLE: Planner

SIGNATURE:

DATE: August 27th, 2020

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

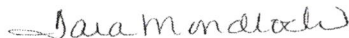
STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

08/23/2020



Subscribed and sworn to before on August 23, 2020:



Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: \$106.08
Ad No: 0004341470
Customer No: 1330883
PO #: Public hearing

of Affidavits 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING
The City Commission of the City of Fort Pierce, Florida, pursuant to Section 121-9 of the Code of Ordinances of the City of Fort Pierce, will on Tuesday, September 8, 2020, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:00 p.m., to consider review and approval of an application for Final Plat, submitted by Property Owner and Applicant, Lennar Homes, Inc., to subdivide approximately 23.32 acres of land for a portion of a Planned Unit Development lying in Section 7, Township 35 South, Range 40 East, City of Fort Pierce, St. Lucie County, Florida, being a replat of Tract "B-2," Bent Creek Master Plat, as recorded in Plat Book 47, Pages 9 through 14, Public Records of St. Lucie County, Florida. The property is zoned Planned Development (PD). Parcel ID: 2407-700-0026-000-2.

All interested parties may appear at the meeting and be heard with respect to the Application. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.
/s/ Linda W. Cox, City Clerk
Published: 8/23/2020
Pub August 23rd 2020
TCN4341470

RECEIVED
AUG 27 2020
FINANCE DEPT.

City Commission Regular Meeting - 6:00 pm

12. b.

Meeting Date: 09/08/2020

Re: 20-020 PORF

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 20-020 Amending Chapter 2, Police Officers Retirement/Pension Funds making appropriate changes to the Plan in order to maintain the Plan's tax qualified status. FIRST READING

SUMMARY:

The ordinance was prepared by the Fund's attorney. Changes include the adoption of administrative policies by the Board to maintain compliance with the Internal Revenue Code (IRC) and increasing the minimum distribution age from 70 ½ to 72, provided the member had not attained 70 ½ by December 31, 2019, in compliance with IRC Section 401(a)(9), Minimum Distribution Requirement.

RECOMMENDATION:

Adopt Ordinance 20-020.

ALTERNATIVES:

Adopt with changes.

RESPONSIBLE STAFF:

Law firm of Klausner, Daufman, Jensen & Levinson

COORDINATED WITH:

Linda W. Cox, City Clerk
Peter J. Sweeney, City Attorney

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

20-020
No Actuarial Impact
Proof of Publication

Form Review

Inbox

Reviewed By

Date

City Manager Nick Mimms
Form Started By: Linda Cox
Final Approval Date: 08/30/2020

08/30/2020 11:50 AM
Started On: 08/26/2020 08:40 AM

ORDINANCE NO. 20-020

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 2, ADMINISTRATION, ARTICLE IV, OFFICERS AND EMPLOYEES, DIVISION 5, **POLICE OFFICERS' RETIREMENT/PENSION FUNDS**, SUBDIVISION II – POLICE OFFICERS' RETIREMENT TRUST FUND; BY AMENDING SECTION 2-383, ESTABLISHMENT, PURPOSE, EFFECTIVE DATE; AMENDING SECTION 2-393, REQUIRED DISTRIBUTIONS; AMENDING SECTION 2-397(d)(1), DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, changes to the Internal Revenue Code may happen quickly and frequently.

There is a benefit in authorizing the Board to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status;

WHEREAS, effective January 1, 2020, the Internal Revenue Code was amended by increasing the required minimum distribution age from 70½ to 72;

WHEREAS, to implement the change, it is necessary to amend the Plan; and

WHEREAS, the City Commission and administration upon review of the Plan are desirous of amending the Plan.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

Section 1. Section 2-383 of Article IV, Division 5, Subdivision II is hereby amended so that the same shall read as follows:

- (a) There is hereby established a retirement plan for the members of the city police department. The purpose of this plan is to establish the terms and conditions under which supplementary retirement benefits will be provided to eligible members of the police department. The benefits under this plan shall be in addition to the amounts to which eligible members are entitled under the city employees' pension plan and in addition to amounts received as Social Security benefits or from any other pension plan. The effective date of this plan shall be the anniversary date of the plan. This system is intended to be a tax qualified plan under section 401(a) if the Internal Revenue Code and meet the requirements of a governmental plan, as defined in section 414(d) of the Internal Revenue Code as well as the corresponding Treasury Regulations applicable to a governmental defined benefit retirement plan.
- (1) In recognition of the changing requirements of Plan qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the Board as required to maintain continuing compliance with the Internal Revenue Code and that policy and any amendments shall have the force of law as if adopted by the city commission.

There is hereby created a board of trustees of the retirement plan for the members of the city police department which shall be solely responsible for administering the trust fund. The membership of the board of trustees consists of five members, two of whom, unless otherwise prohibited by law, must be legal residents of the city and must be appointed by the city

commission, and two of whom must be police officers, as defined in Florida Statute section 185.02 who are elected by a majority of the active police officers who are members of such plan. The fifth member shall be chosen by a majority of the previous four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of four years and may succeed himself in office. Each resident member shall serve as trustee for a period of four years, unless sooner replaced by the city commission, at whose pleasure the member serves, and may succeed himself as a trustee. Each police officer member shall serve as trustee for a period of four years unless he sooner leaves the employment of the city as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself in office.

Section 2. Section 2-393 of Article IV, Division 5, Subdivision II is hereby amended so that the same shall read as follows:

Section 2-393. Required distributions.

- (a) In accordance with section 401(a)(9) of the Internal Revenue Code, all benefits under this plan will be distributed, beginning not later than the required beginning date set forth in subsection (b) of this section, over a period not extending beyond the life expectancy of the participant or the life expectancy of the participant and a beneficiary designated in accordance with the provisions of Florida Statute section 185.162.
- (b) Any and all benefit payments shall begin by April 1 of the calendar year following the calendar year of the member's retirement date; ~~provided however, all participants who will reach 70 before December 31, 1999 may, at participant option, elect to begin benefits on or by~~ April 1 of the calendar year following the calendar year in which the member attains age 70½ 72; (provided the member had not attained age 70½ by December 31, 2019), whichever is later.
- (c) If an employee or elected officer dies before his entire vested interest has been distributed to him, the remaining portion of such interest will be distributed at least as rapidly as provided for under section 2-386.

Section 3. Section 2-397 (d) (1) of Article IV, Division 5, Subdivision II is hereby amended so that the same shall read as follows:

Section 2-397. Deferred Retirement Option Plan (DROP).

(d) *Amounts payable upon termination of employment*

- (1) Upon termination of employment, participants in the DROP shall receive the balance of the DROP account in accordance with the following rules:
 - a. Members must elect to begin to receive payment from the DROP upon termination of employment.
 - b. Payments shall be made in a lump sum and the entire account balance will be paid to the retirant upon approval of the board of trustees. The account balance may be rolled over via a trust to trustee transfer as provided for in section 2-394.
 - c. Any form of payment selected by a police officer must comply with the minimum distribution requirement of ~~the~~ section 401(A)(9) of the Internal Revenue Code (e.g., payments must commence by age 70½ 72, provided the member had not attained age 70½ by December 31, 2019, or retirement, whichever is later).

- d. The beneficiary of the DROP participant who dies before payments from DROP begin shall have the same rights as the participant in accordance with this section.

Section 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

Section 6. This Ordinance shall take effect upon passage and shall be published as required by law.

APPROVED AS TO
FORM & CORRECTNESS:

Peter J. Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.20-020 was duly advertised by title only in the St. Lucie News Tribune on August 28, 2020, copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, amended, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 8, 2020; and was duly introduced, read by title only, and passed on second and final reading on September 21, 2020, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 21st day of September, 2020.

Linda Hudson
Mayor Commissioner

Linda W. Cox, City Clerk

(CITY SEAL)



July 7, 2020

Ms. Bonni S. Jensen, Esq.
Klausner, Kaufman, Jensen & Levinson
7080 N.W. 4th Street
Plantation, Florida 33317

**Re: City of Fort Pierce Police Officers' Retirement Trust Fund (Plan)
No Actuarial Impact Statement for Proposed Ordinance**

Dear Bonni:

We have reviewed the proposed ordinance for the City of Fort Pierce Police Officers' Retirement Trust Fund (Plan), which would amend Sections 13-163, 13-173 and 13-177 of Article IV, Division 2 of the City of Fort Pierce, Florida Code of Ordinances to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status. Changes include the adoption of administrative policies by the Board to maintain compliance with the Internal Revenue Code (IRC) and increasing the minimum distribution age from 70 ½ to 72, provided the member had not attained 70 ½ by December 31, 2019, in compliance with IRC Section 401(a)(9), Minimum Distribution Requirements.

It is our opinion that this Ordinance will not have an actuarial impact on the cost of the Plan. Therefore, a formal Actuarial Impact Statement is not required. However, we recommend you send a copy of this letter and the Ordinance to the Municipal Police Officers and Firefighters' Retirement Trust Funds Office and to the Bureau of Local Retirement Systems.

Peter N. Strong is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The signing actuary is independent of the plan sponsor.

If there are any questions, please let us know.

Sincerely yours,

A handwritten signature in black ink that reads "Peter Strong". The signature is written in a cursive, flowing style.

Peter N. Strong, FSA, EA, MAAA, FCA
Senior Consultant and Actuary

PS/jc

This communication shall not be construed to provide tax advice, legal advice or investment advice.

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

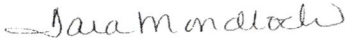
STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

08/28/2020



Subscribed and sworn to before on August 28, 2020:



Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: \$127.92
Ad No: 0004341434
Customer No: 1330883
PO #:

of Affidavits 1

RECEIVED

SEP - 3 2020

FINANCE DEPT.

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Tuesday, September 8, 2020 at 6:00 p.m. and Monday, September 21, 2020 at 4:30 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 20-020 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 2, ADMINISTRATION, ARTICLE IV, OFFICERS AND EMPLOYEES, DIVISION 5, POLICE OFFICERS' RETIREMENT/PENSION FUNDS, SUBDIVISION II - POLICE OFFICERS' RETIREMENT TRUST FUND; BY AMENDING SECTION 2-383, ESTABLISHMENT, PURPOSE, EFFECTIVE DATE; AMENDING SECTION 2-393, REQUIRED DISTRIBUTIONS; AMENDING SECTION 2-397(d)(1), DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Amendment of the Code of Ordinances. Said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

/s/ Linda W. Cox, City Clerk
Publish: 8/28/2020
TCN4341434

RECEIVED
SEP - 2 2020
FINANCE DEPT.

City Commission Regular Meeting - 6:00 pm

12. c.

Meeting Date: 09/08/2020

Re: Annexation - Abutting 3280 S. 25th Street - Sunrise Tabernacle Church

SUBJECT:

Legislative Hearing - Ordinance 20-021 - extending the territorial limits of the City of Fort Pierce, to include a 1.50 acre unaddressed parcel abutting 3280 South 25th Street in Fort Pierce, Florida. SECOND READING

SUMMARY:

A Voluntary Application for Annexation of a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single Family Low Density Residential (R-1).

RECOMMENDATION:

Approve

ALTERNATIVES:

Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of \$0, but it does have an assessed value of \$32,400

Attachments

Ordinance 20-021
Staff Presentation
Staff Packet
Applicant Packet
Public Notification Certification
Proof of Publication

Form Review

Inbox

Reviewed By

Date

City Manager
Form Started By: Brandon Creagan
Final Approval Date: 08/18/2020

Nick Mimms

08/09/2020 09:48 AM
Started On: 08/04/2020 06:04 PM

ORDINANCE NO. 20-021

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **A 1.50 ACRE UNADDRESSED PARCEL ABUTTING 3280 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signatures of all owners of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their July 14, 2020 meeting, voted 7 to 0 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on July 17, 2020, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on July 17, 2020, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto and incorporated herein; and annexed into the City:

a) Parcel IDs: 2428-232-0002-020-3

A PARCEL OF LAND LYING IN SECTION 28 TOWNSHIP 35 SOUTH RANGE 40 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SECTION 28 TOWNSHIP 35 SOUTH RANGE 40 E; THENCE S89⁰21'54" E A DISTANCE OF 19.93 FEET;

THENCE N00⁰07'26"E A DISTANCE OF 3390.65 FEET TO POINT OF BEGINNING ON THE SW CORNER OF THE N 225 FEET OF THE WEST 290.40 FEET OF THE S 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 LESS ROAD RIGHT OF WAY;

THENCE N00⁰07'26" E A DISTANCE OF 225 FEET; THENCE S89⁰48'39" E A DISTANCE OF 290.40; THENCE S00⁰07'26"W A DISTANCE OF 225.00 FEET; THENCE N89⁰48'39" W A DISTANCE OF 290.40 FEET THE POINT OF BEGINNING

CONTAINING 1.50 ACRES MORE OR LESS

Said property containing 1.50 acres said property being generally located near 3280 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2021 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit A and annexed into the territorial limits of the City of Fort Pierce shall be zoned R-1, Single Family Low Density Residential and assigned a Future Land Use Designation of RL, Low Density Residential., as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 20-021 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, August 2, 2020 and Sunday, August 9, 2020; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 17, 2020; and was duly introduced, read by title only, and passed on second and final reading September 8, 2020, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HERewith, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 8th day of September, 2020.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

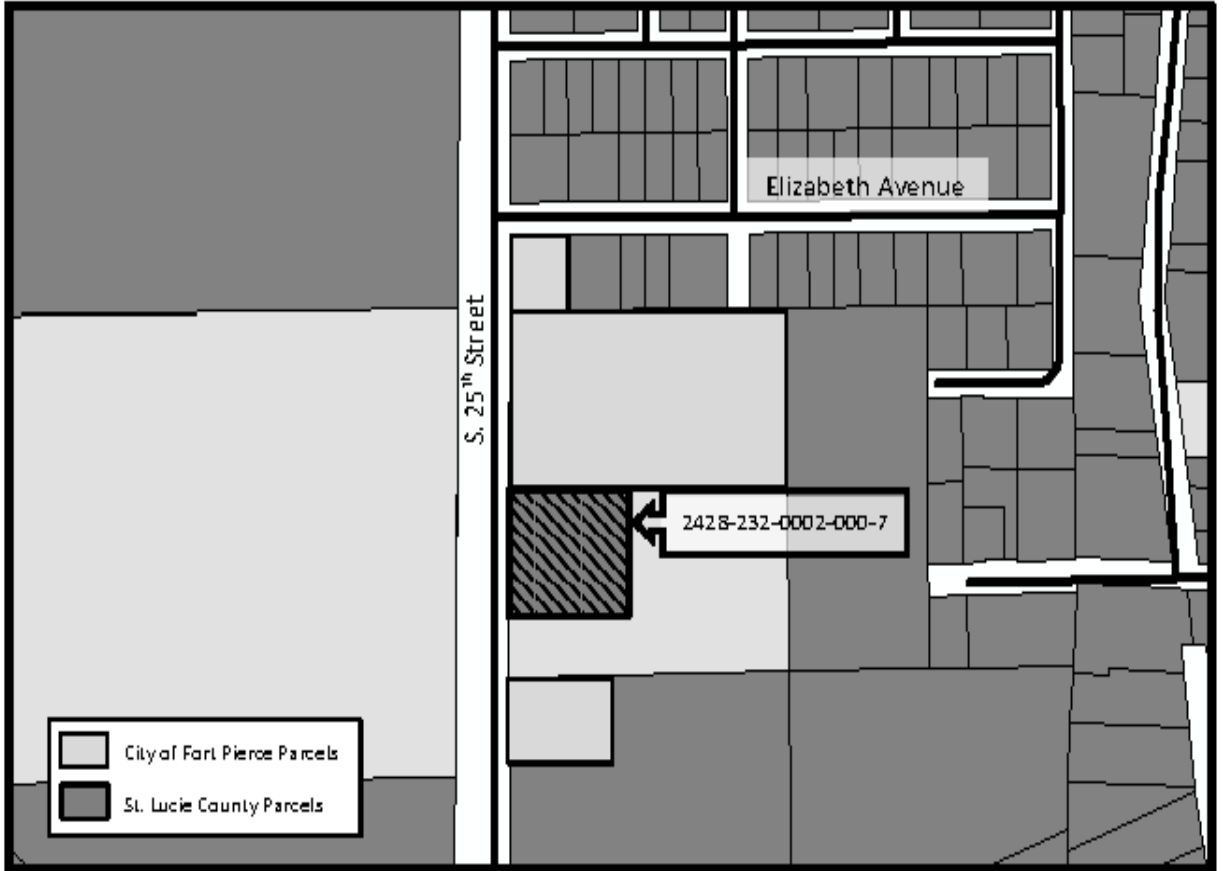
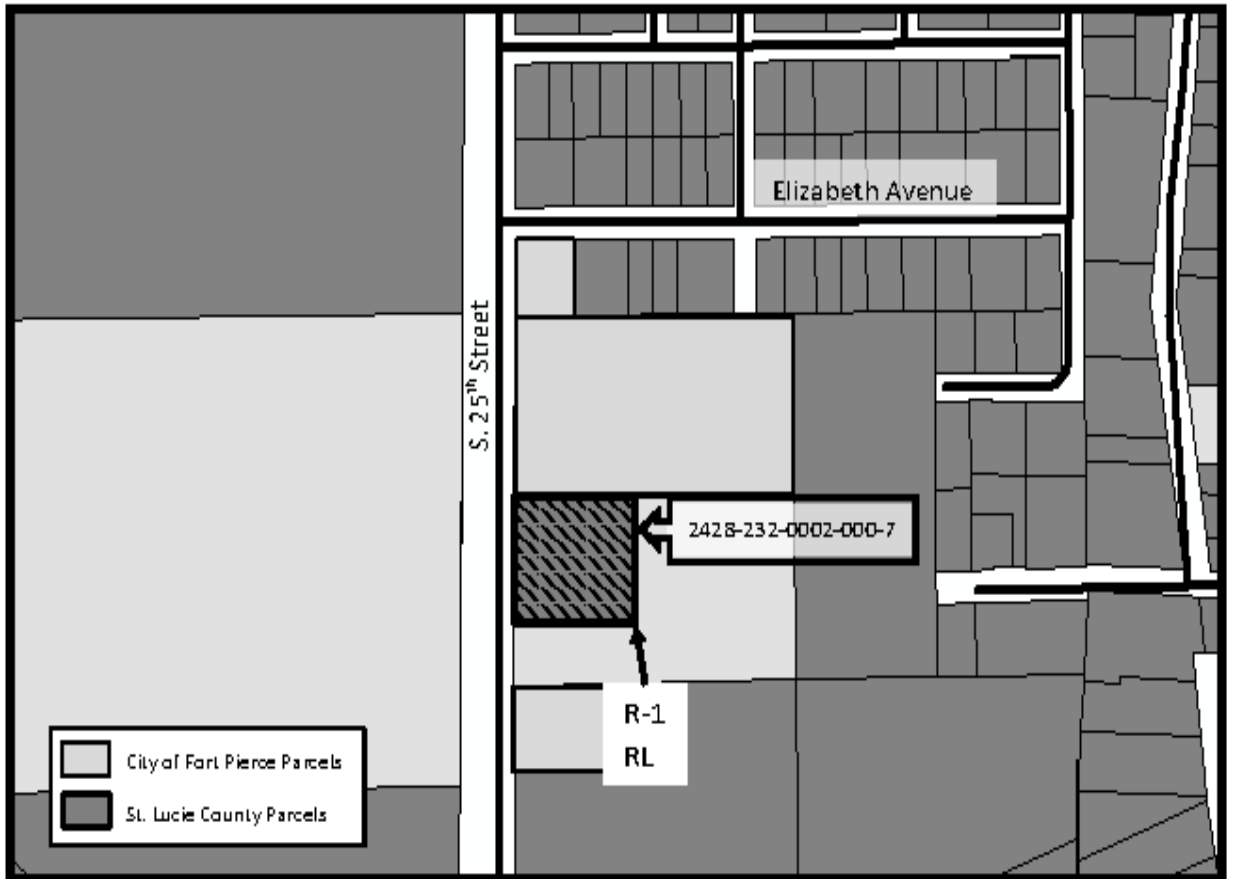


EXHIBIT B
Zoning & Future Land Use Designation Assignment



*The property to be annexed currently has a split zoning of RS-4, Single Family, 4 Dwelling Units/Acre and RF, Religious Facility with a Future Land Use of RU, Residential Urban, 5 Dwelling Units/Acre. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of R-1, Single Family Low Density Residential and have a Future Land Use Designation of RL, Low Density Residential.

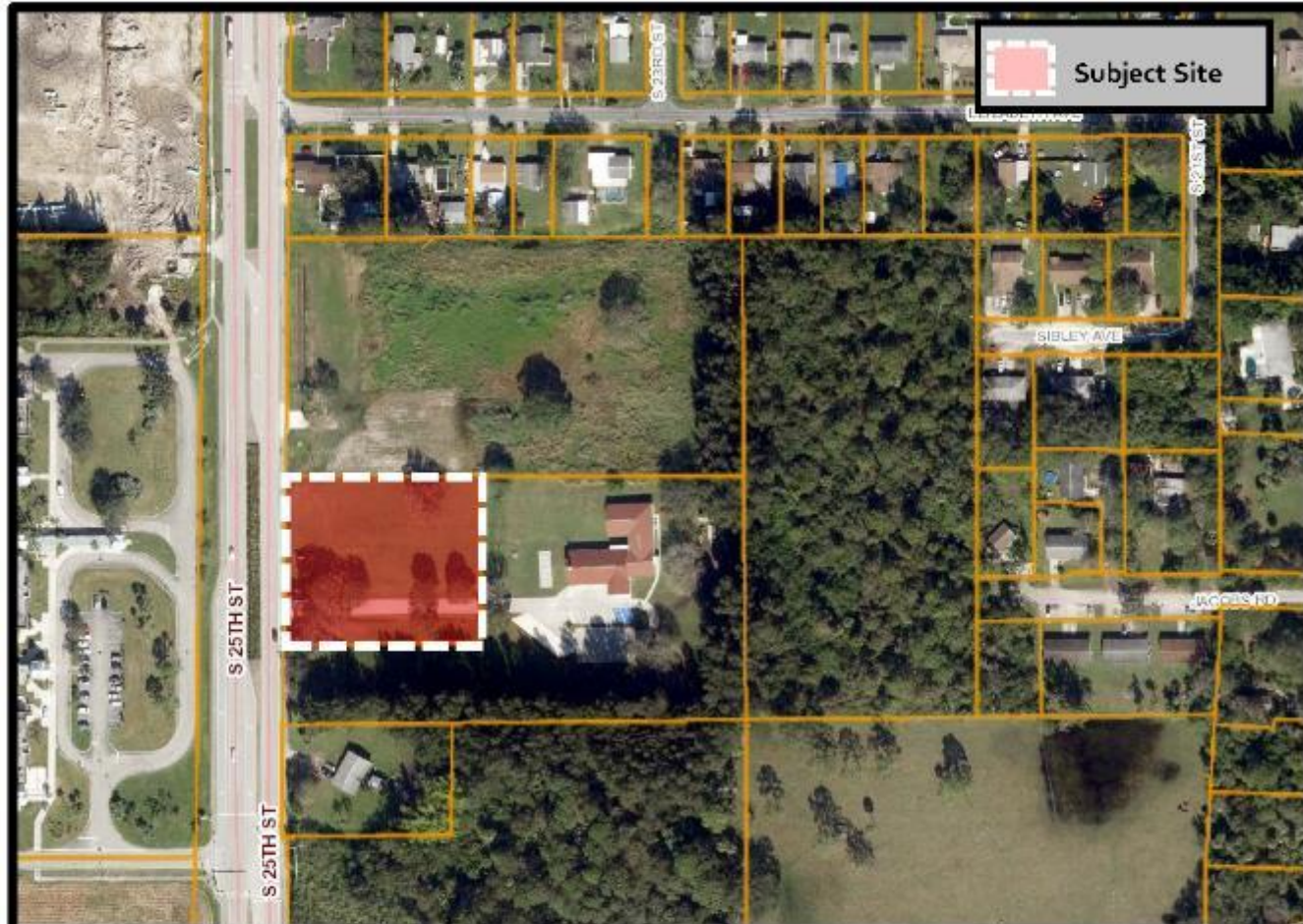
Application for Annexation



2428-232-0002-020-3



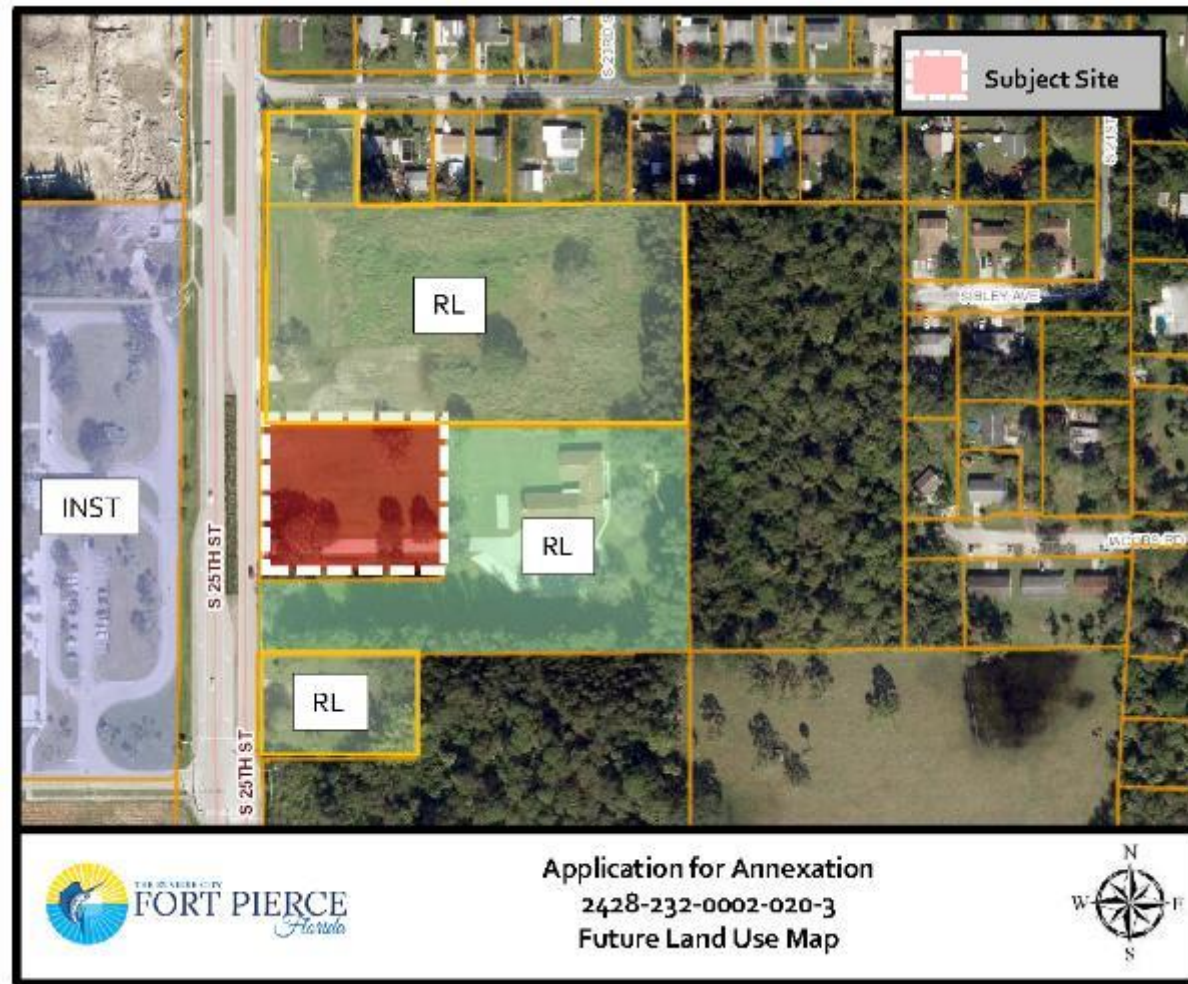
Site Aerial Map



Application for Annexation
2428-232-0002-020-3
Aerial Map

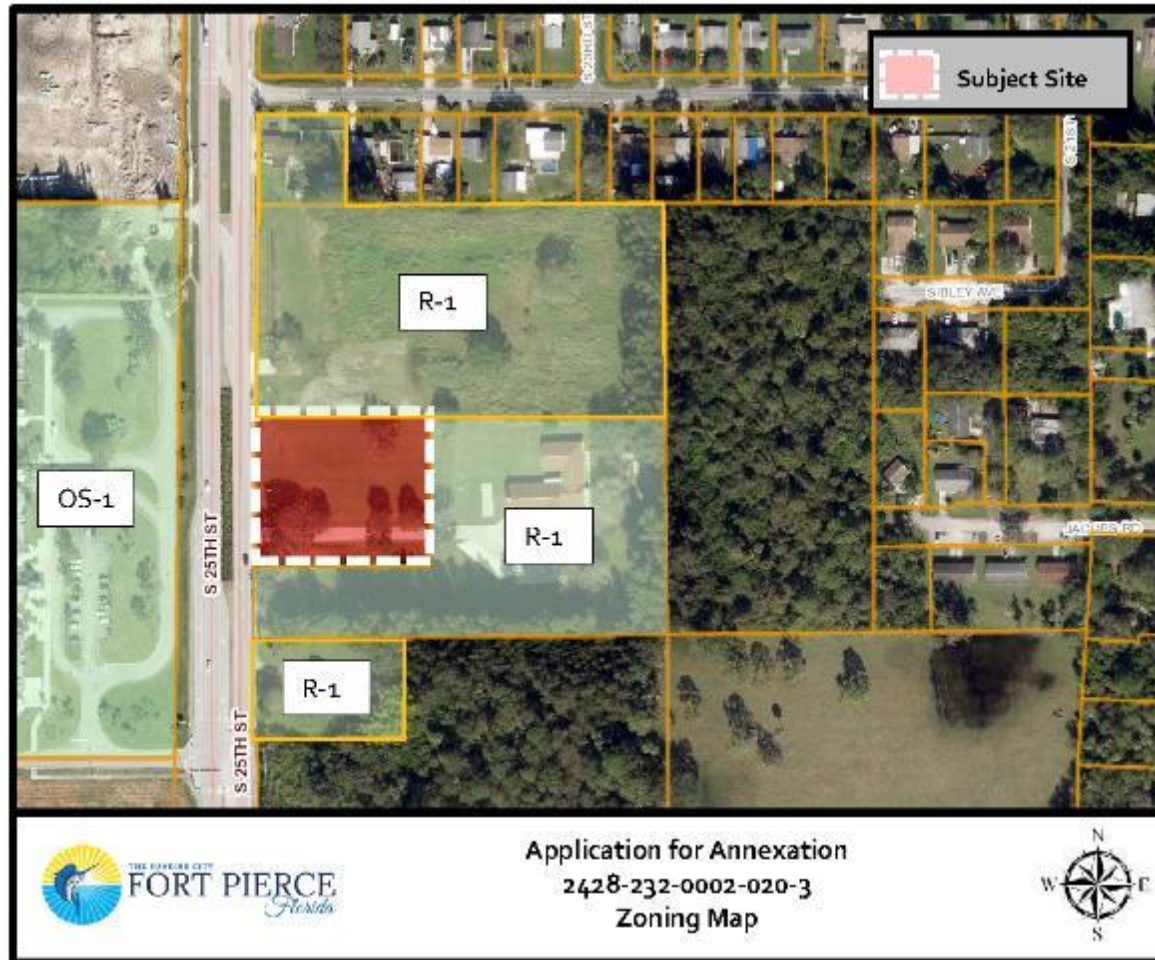


Future Land Use Map



- Current County FLU: Residential Urban 5 Du/Acre (RU)
- Proposed City FLU: Low Density Residential (RL)

Zoning Map



- Current County Zoning: Single Family 4 du/ac (RS-4)
Religious Facility (RF)
- Proposed City Zoning: Single Family Low Density (R-1)

Staff Recommendation...

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends that the City Commission approve for the proposed annexation along with the Future Land Use Designation of RL and Zoning of R-1.

CC Recommendations

Possible actions of the City Commission:

- APPROVE the proposed Annexation
 - Staff recommends approval
 - Planning Board recommends approval
- DISAPPROVE the proposed Annexation.

Application for Annexation



2428-232-0002-020-3



TO: Nicholas Mimms, P.E., ICMA-CM, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Annexation**
2428-232-0002-020-3

BOARD DATE: August 17, 2020

STAFF REPORT

Property Owner/Applicant: Sunrise Tabernacle Church Inc
 3280 South 25th Street
 Fort Pierce, FL 34981

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land

Site Location: Abutting (west side) 3280 S. 25th Street Fort Pierce, Florida

Parcel ID: 2428-232-0002-020-3

Parcel Size: 1.50 acres

Current Future Land Use: Residential Urban, 5 Dwelling Units/Acre (St. Lucie County) (RU)

Current Zoning: Single Family, 4 Dwelling Units/Acre (St. Lucie County) (RS-4)
 Religious Facility (St. Lucie County) (RF)

Proposed Future Land Use: Low Density Residential (RL)

Proposed Zoning: Single Family Low Density Residential (R-1)

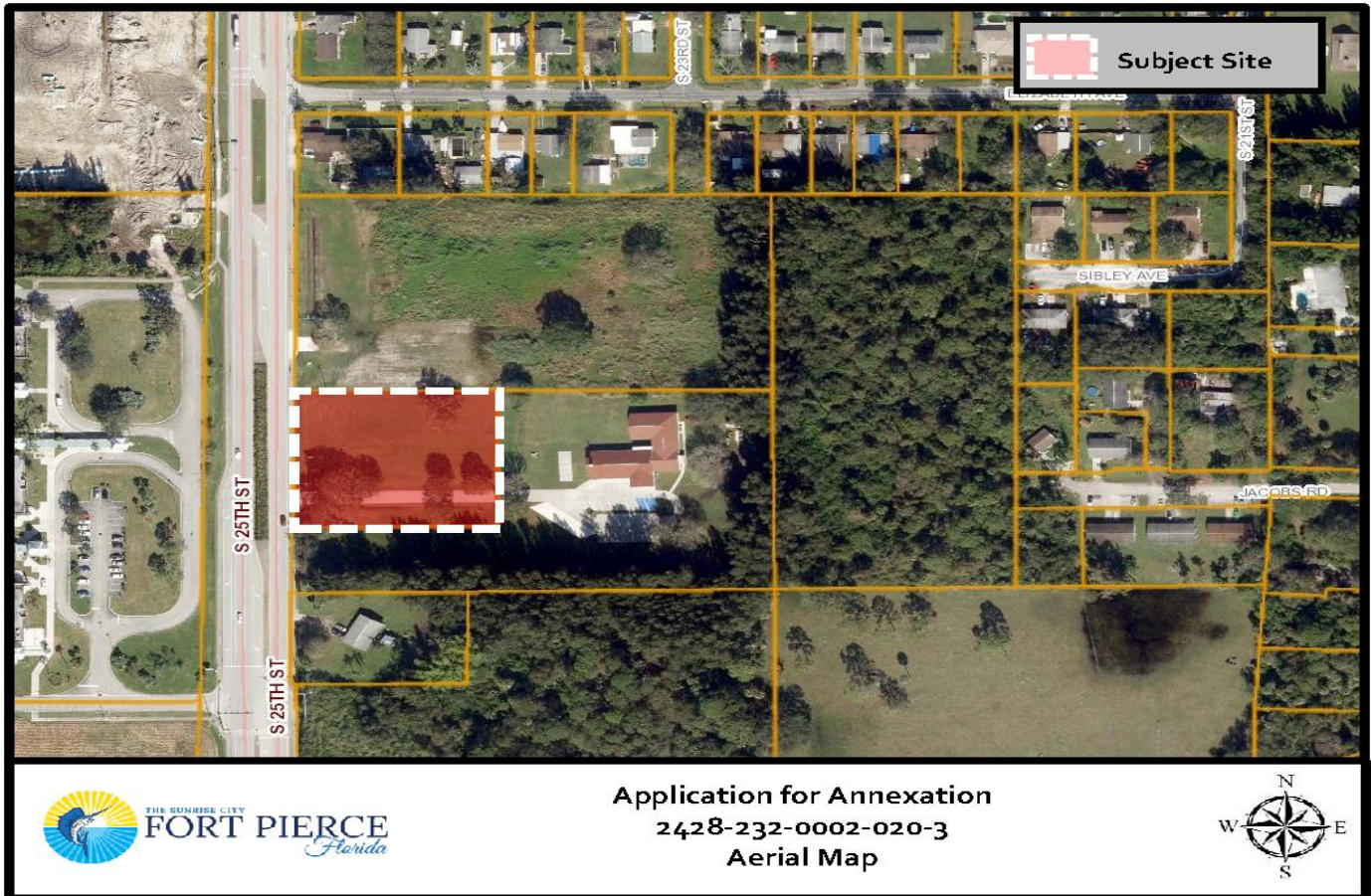
	North	East	South	West
Surrounding FLU:	RL (FP)	RL(FP)	RL (FP)	INST (FP)
Surrounding Zoning:	R-1 (FP)	R-1 (FP)	R-1 (FP)	OS-1(FP)

Utilities: FPUA

Staff Analysis:

Request

The applicant is requesting a voluntary annexation of property (Parcel ID 2428-232-0002-020-3) abutting (west side) 3280 South 25th Street in Fort Pierce, Florida.



The subject property has a St. Lucie County Future Land Use designation of Residential Urban, 5 Dwelling Units/Acre (RU) and a compatible split zoning designation of Single Family, 4 Dwelling Units/Acre (RS-4) and Religious Facility (RF). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Low Density Residential (RL) and the zoning classification of Single Family Low Density Residential (R-1).

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is \$0. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000. Currently the property serves as the entrance parcel to the Sunrise Tabernacle Church.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The subject property is located in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. However, this particular property is surrounded by properties that are within the City Limits. The annexation of this property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. The applicant is requesting that the City of Fort Pierce Future Land Use and Zoning designations remain consistent with the current County designation and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of RL and R-1, respectively, would be consistent with Policy 1.11.5. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Planning Board

The Planning Board at their meeting on July 14, 2020 voted 7-0 to recommend approval of the proposed annexation.

Public Notification

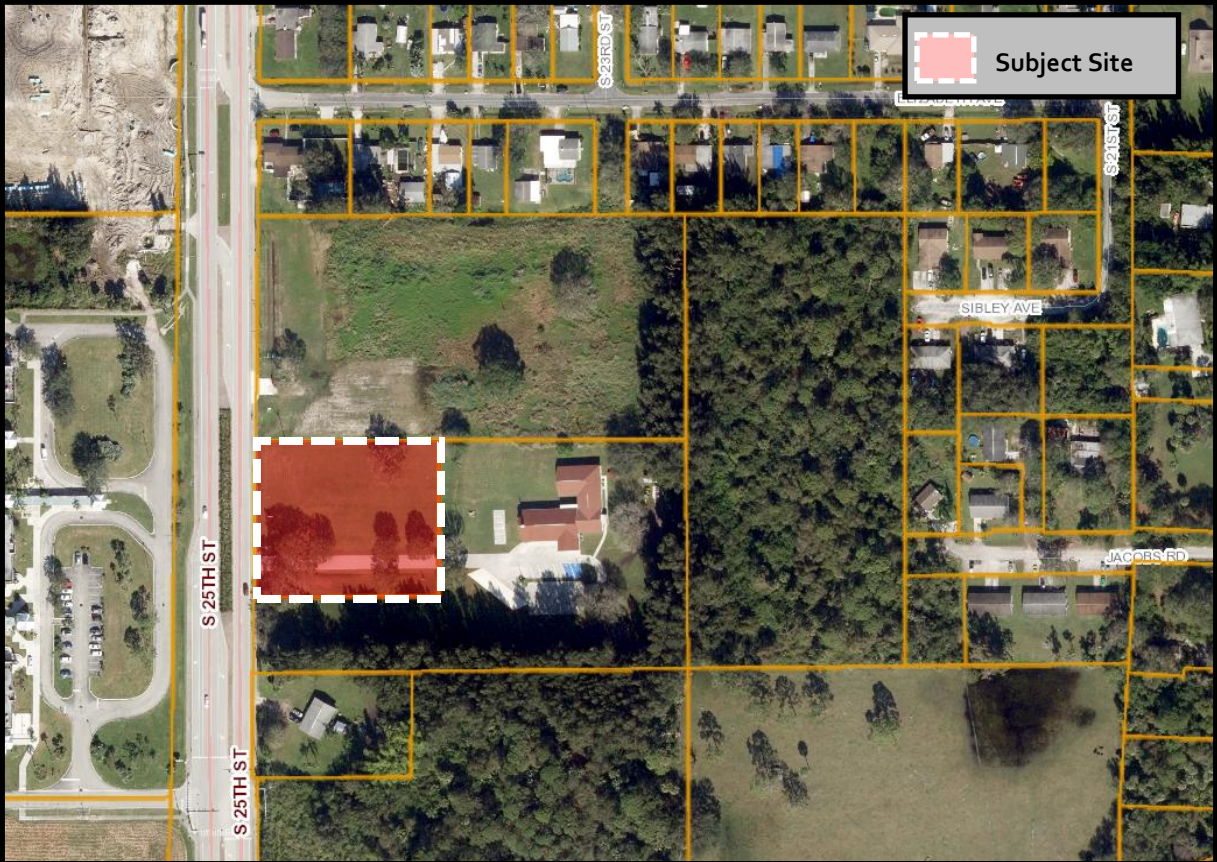
In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department will provide notice of these annexations by mail to the St. Lucie County Administrator's Office on or before July 19, 2020, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the Planning Board recommend approval of the proposed annexation Future Land Use designation of RL and the Zoning designation of R-1.



Subject Site

S 25TH ST

S 25TH ST

S 23RD ST

S 21ST ST

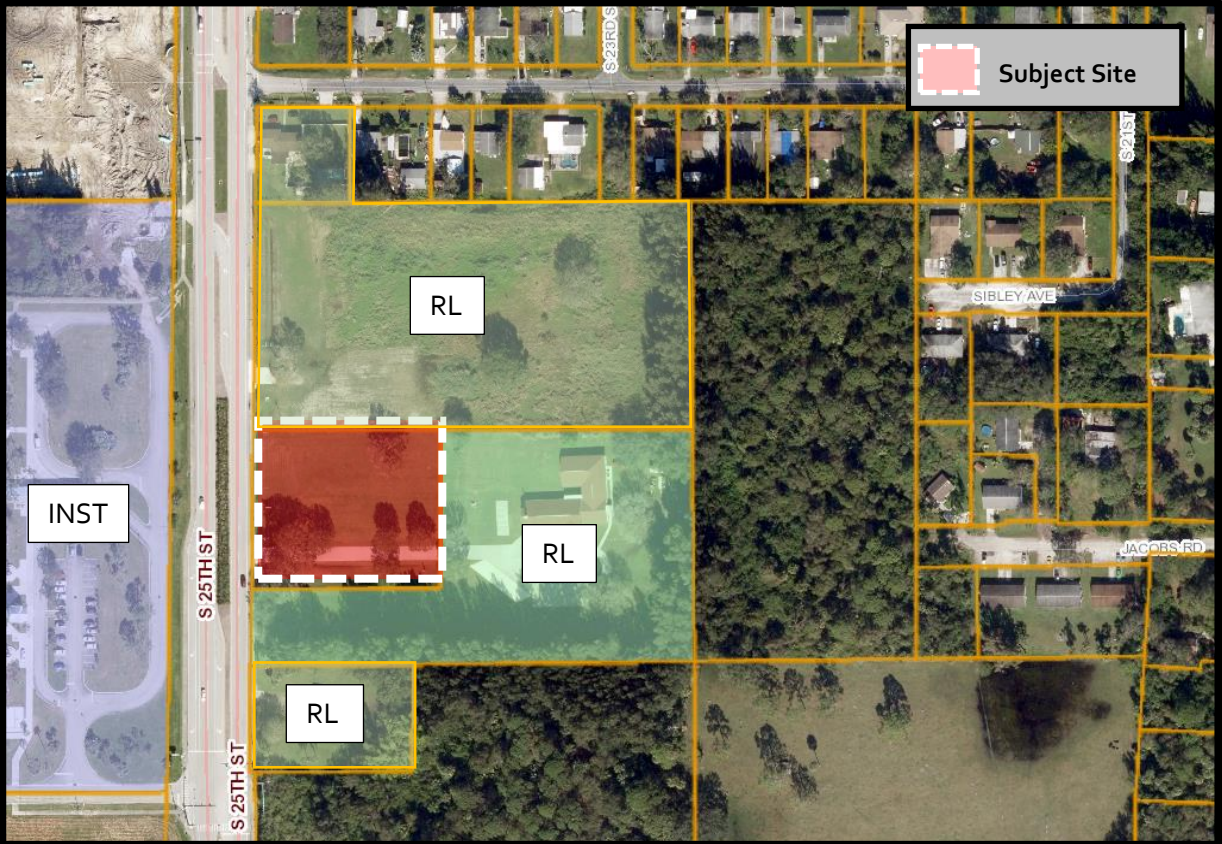
SIBLEY AVE

JACOBS RD



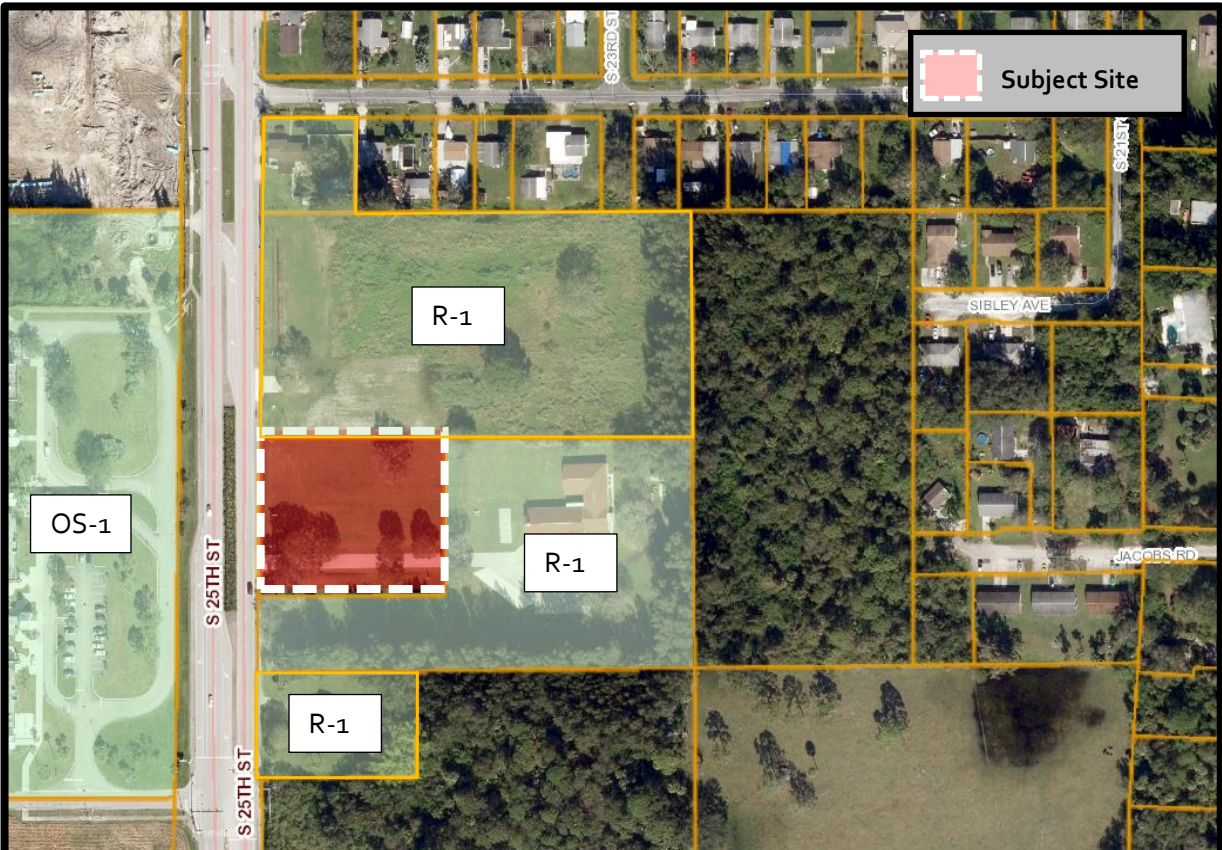
Application for Annexation
2428-232-0002-020-3
Aerial Map





Application for Annexation
2428-232-0002-020-3
Future Land Use Map





Application for Annexation
2428-232-0002-020-3
Zoning Map





THE SUNRISE CITY
FORT PIERCE
 ENGINEERING
 DEPARTMENT

Florida



To : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Annexation – 3280 South 25th Street
TRC No. 20-02000002

DATE : June 17, 2020

RECEIVED

JUN 17 2020

CITY OF FORT PIERCE
 PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on June 9, 2020:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Annexation Application | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- | | | |
|--|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend | <input type="checkbox"/> Do Not Recommend | |
| <input checked="" type="checkbox"/> Approval of Annexation | <input type="checkbox"/> Building Permit | <input type="checkbox"/> C/O |

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

See attached for engineering comments

JRA/jra

Q:\ENGINEERING\Site Development Projects\A\Annexations\3280 S. 25th\Annexation Approval - 061720.docx



**BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM**

Meeting Date: 6.11.20
Property Address: 3280 S 25th St. – Annexation – Sunrise Tabernacle Church

RECEIVED
JUN 10 2020
CITY OF FORT PIERCE
PLANNING & ZONING

Please be advised that the project may trigger the requirements indicated below:

- 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.
- 2. Pre-construction meeting with the City's Building Department is requested.
- 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.
- 4. Means of egress is required.
- 5. Means of ingress is required.
- 6. Must meet the following Accessibility requirements:
 - Accessible route
 - Handicapped parking spaces
 - Means of egress
- 7. Change of Use required
 - to include a signed and sealed Life Safety Plan
 - to include a signed and sealed detailed comprehensive building plan.
- 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.
- 9. Flood Development Permit required.
- 10. Building Permit required.
- 11. Signed and sealed construction drawings required.
- 12. Will need to meet the Fire Code.
- 13. Sprinkler system is required.
- 14. Smoke alarm system is required.
- 15. Other

Additional Comments/Requirements:

--

Building Official's or Representative's Signature

Date:

6/8/2020



Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

June 18, 2020

TECHNICAL REVIEW PROJECT # 20-02000002

Annexation – 3280 South 25th Street

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: No comment



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

www.fpua.com





THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"

Florida

Technical Review Committee meeting

June 18th, 2020

Case # 20-02000002

Planner: Brandon Creagan

Annexation

Sunrise Tabernacle Church, 3280 South 25th Street, Ft. Pierce.

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.



RECEIVED

MAY 1, 2020

APPLICATION FOR ANNEXATION CITY OF FORT PIERCE
PLANNING & ZONING

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: 3280 S. 25th Street, Ft. Pierce, FL 34981
2. Legal description of real property for which annexation is being requested:
N 225 Ft OF W. 290.40 Ft OF S 1/2 OF NW 1/4 OF SW 1/4 OF NW 1/4 less Rd R/W - C1.29 AC - 56,340 SF) OR (682-2523-969-2667: 3287-2484)
Property Tax ID: 2428-232-0002-020-3
3. Size of described property: 1.44 acres 62,704 SF
4. Project description: to adjoin this property with the main parcel once annexed.
5. Current St. Lucie County Future Land Use Designation: VacRes (Church sign)
6. Current St. Lucie County Zoning: RS-4
7. Is this a Historic property? no
8. Appraised value: \$ 32,400
9. Name of Owner(s): Sunrise Tabernacle Church Inc
Signature of Owner(s): Rev Tommy in York
Mailing Address: 3280 S. 25th Street
City Fort Pierce State FLA Zip 34981
Phone 772-359-0087 Fax _____

10. Name of Representative: Rev. Tommy M. York
Signature of representative: Rev. Tommy M. York
Mailing Address: 3280 S. 25th Street
City) Ft. Pierce State FL Zip 34904
Phone 772-359-0087 Fax _____
E-mail: TommyYork2014@att.net

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:

DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

A. B. SURVEY SUPPLIES ENTERPRISES INC.

342 SW CARTER AVENUE, PORT SAINT LUCIE, FLORIDA 34983

CELL: 772-579-3849

EMAIL: ABACCUS@COMCAST.NET

772-267-0596

SEAN.BACCHUS@MAIL.COM

LB 6301

SUNRISE TABERNACLE CHURCH
3280 SOUTH 25TH STREET
FORT PIERCE, FLORIDA 34981

LEGAL DESCRIPTION:

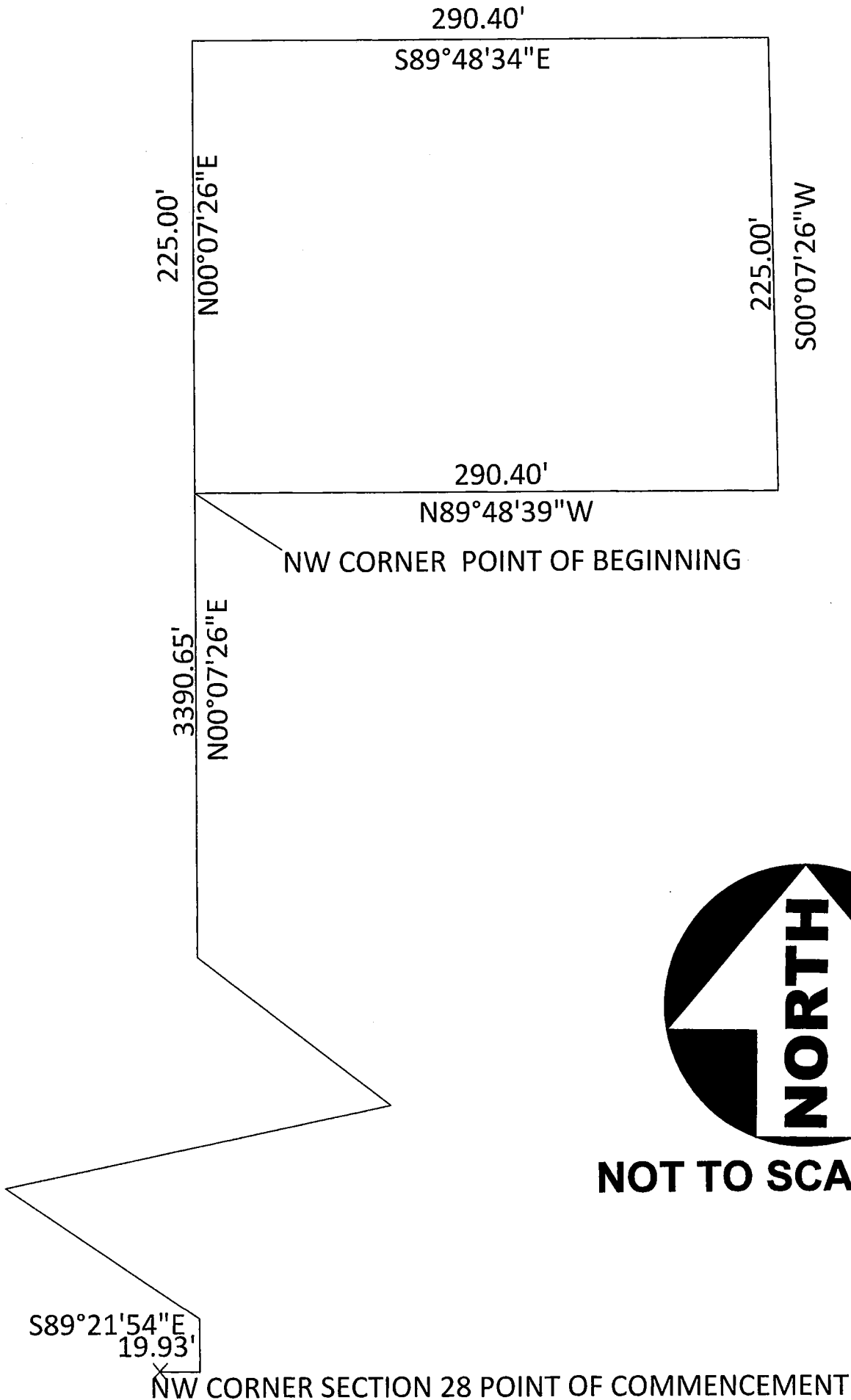
N 225 FT OF W 290.40 FT OF S 1/2 OF NW 1/4 OF SW 1/4 OF NW 1/4-LESS RD R/W- (1.29 AC- 56,340 SF) (OR 682-2523; 964-2667; 3287-2484) AS RECORDED IN SAINT LUCIE COUNTY CLERK OF COURTS

A PARCEL OF LAND LYING IN SECTION 28 TOWNSHIP 35 SOUTH RANGE 40 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SECTION 28 TOWNSHIP 35 SOUTH RANGE 40 E; THENCE S89°21'54"E A DISTANCE OF 19.93 FEET;
THENCE N00°07'26"E A DISTANCE OF 3390.65 FEET TO POINT OF BEGINNING ON THE SW CORNER OF THE N 225 FEET OF THE WEST 290.40 FEET
OF THE S 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 LESS ROAD RIGHT OF WAY; THENCE N00°07'26"E A DISTANCE OF 225 FEET;
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THENCE N89°48'39"W A DISTANCE OF 290.40 FEET
TO POINT OF BEGINNING.

CONTAINING 1.50 ACRES MORE OR LESS

SKETCH OF DESCRIPTION





PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation - Parcel ID: 2428-232-0002-020-3

NOTICES PROVIDED PURSUANT TO: 125-37

NOTICE BY NEWSPAPER: 8-2-2020 & 8-9-2020

NOTICE BY MAIL: 7-16-2020 (to St. Lucie County Administrator & Attorney Per Joint Planning Agreement)

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan

TITLE: Planner

SIGNATURE: 

DATE: 8/4/2020

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N US 1
FORT PIERCE FL 34950

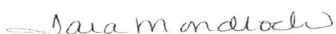
STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida; that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

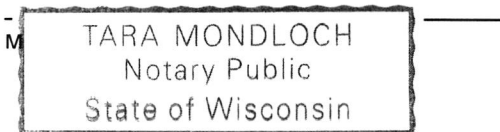
8/2/2020; 8/9/2020



Subscribed and sworn to before on 9th day of August, 2020



Notary, State of WI, County of Brown



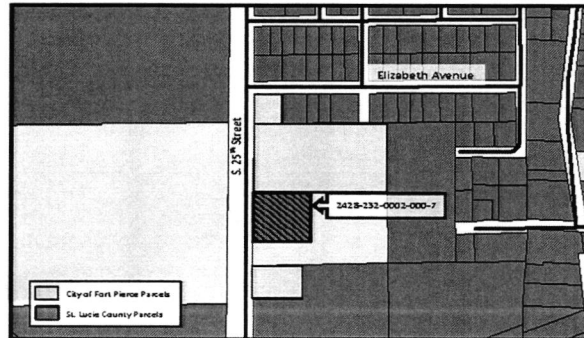
My commission expires: August 6, 2021

Publication Cost: \$630.00
Ad No: GCI0466449
Customer No: 980457
PO#: MAP AD

CITY OF FORT PIERCE NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, August 17, 2020 at 6:30 p.m., and Tuesday, September 8, 2020 at 6:00 p.m., hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinance entitled:

ORDINANCE NO. 20-021 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE A 1.50 ACRE UNADDRESSED PARCEL ABUTTING 3280 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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.

/s/ Linda W. Cox
City Clerk
Publish: 8/2/2020 and 8/9/2020

City Commission Regular Meeting - 6:00 pm

12. d.

Meeting Date: 09/08/2020

Re: Ordinance No. 20-022 - Amending CSI program

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Legislative Hearing - Ordinance 20-022 - Amending Chapter 103, Article IX, Section 103-343 - Clean and Safe Community Initiative. FIRST READING

SUMMARY:

The proposed amendment addresses two separate items - expanding the types of services and extending the program for an additional three years.

1. The types of services that can be covered through the Clean & Safe Community Initiative (CSI) have been expanded to include additional types of nuisance abatement and provides for safety programs and equipment.
2. The types of services have been separated into two separate categories: those that do not require review and approval of the City Commission and those that do require review and approval of the City Commission.
3. The sunset provision has been amended to extend the program for an additional three years with an expiration date of September 30, 2023.

RECOMMENDATION:

Approve the proposed amendments as presented.

ALTERNATIVES:

Amend the proposed amendments.

Deny the proposed amendments.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

City Attorney's Office

City Clerk's Office

Fiscal Impact

OTHER INFORMATION:

The CSI fee is set by Resolution at \$1.00 per utility bill per month. All funds are placed in a restricted fund that may only be accessed for activities approved by the City Commission.

Attachments

Ordinance 20-022

Presentation
Proof of Publication

Form Review

Inbox

City Manager

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 09/01/2020

Reviewed By

Peggy Arraiz

Nick Mimms

Date

07/29/2020 05:29 PM

09/01/2020 02:46 PM

Started On: 07/29/2020 05:27 PM

ORDINANCE NO. 20-022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103, ARTICLE IX, SECTION 103-343 "CLEAN AND SAFE COMMUNITY INITIATIVE"; PROVIDING FOR A SUNSET PROVISION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, Florida adopted Ordinance 17-028 thereby adopting the "Clean and Safe Community Initiative" in September 2017 in an effort to address property maintenance deficiencies and take appropriate action to abate such unsafe conditions thus reducing the effect of slum and blight in the community; and

WHEREAS, the City Commission of the City of Fort Pierce has determined that the goals of the Clean and Safe Community Initiative should be expanded to include additional actions that directly impact the safety of the community; and

WHEREAS, the City Commission of the City of Fort Pierce finds it necessary to provide specific and detailed goals to be addressed by the Clean and Safe Community Initiative; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Sec103-343 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended so that the same shall read hereinafter as follows:

Sec. 103-343. Clean Community Program.

A) In an effort to curb the onslaught of blighted conditions and address safety concerns throughout the community, the City has created a clean and safe community initiative. The clean and safe community initiative is intended to provide direct remediation of structures and systems conditions that create a hazard to the life, health and safety of the community, contribute to an increase in criminal activity and overall reduce property values and community pride. ~~Such structures or systems shall be declared unsafe and be condemned in compliance with the International Property Maintenance Code as adopted and referenced in Sec. 5-364. Remediation of any structure or system declared unsafe and condemned shall include, but is not limited to, the removal and demolition of the structure or other abatement measures in accordance with Sec. 16-49 – Sec. 16-51.~~

(1) The following items are considered integral parts of the clean and safe community initiative and do not require additional approval:

(a) Abatement of buildings or structures determined to be unsafe by the code official.

(b) Abatement of nuisance conditions including:

(i) Vacant structures.

(ii) Open and unsecured pools.

(iii) Lot clearing activities including clearing of lots to the criteria outlined in the Crime Prevention Through Environmental Design program as adopted by the City Commission.

(iv) Graffiti.

(v) Non-operative vehicles.

(vi) Bees, wasps, and similar stinging or dangerous pests.

(2) The following items are considered peripheral to the program and may only be considered if funding is available and must receive approval from the City Commission.

(a) Crime prevention programs.

(b) Fort Pierce Police Department safety measures or activities.

(c) Safety equipment or apparatus.

B) To provide funding for the clean and safe community initiative there shall be created a clean and safe community fee. The fee shall be set by resolution as approved by the City Commission.

C) The Clean and Safe Community Program shall expire on 9/30/2020, ~~3. unless prior to that date the City Commission, after conducting public hearings, finds that the purpose of this program has not yet been achieved, in which case it may extend the effective period of this program for an additional three years.~~

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

Peter J. Sweeney, Esq.
City Attorney

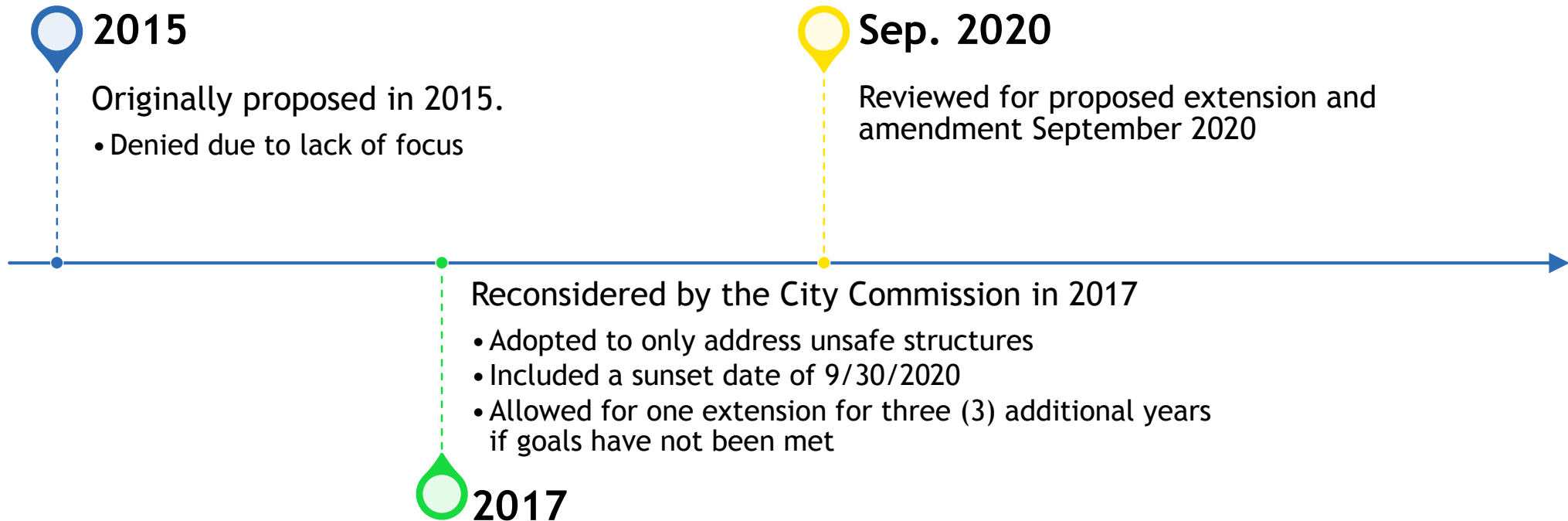
Clean & Safe Community Initiate

PROPOSED ORDINANCE AMENDMENT

September 8, 2020



HISTORY



2018 - 2020 ACTIVITIES

148 Demolition cases

- 9 were demolished by the City and 7 are in the process of approval

- 9 were secured by the City

TOTAL INVOLUNTARY - 25 (17%)

- 65 were complied by the owner

- 25 have active building permits

- 7 were secured by the owner

TOTAL COMPLIANCE - 97 (66%)

- 22 pending action

- 4 pending legal action

TOTAL PENDING - 26 (18%)

169 Nuisance abatement cases

- 40 (24%) were completed by the City

- 7 (4%) are pending action

- 122 (72%) were complied by the owner

2018 - 2020 LESSONS LEARNED

Lesson #1

DEMOLITION TOTAL COMPLIANCE - 97 (66%)

NUISANCE ABATEMENT TOTAL COMPLIANCE - 122 (72%)

- The number of properties brought into compliance voluntarily is much higher than we anticipated.

Lesson #2

- The City has not realized its goal of eradicating blighted conditions throughout the City as drafted in 2017 and staff recommends amending the Code to include additional expenditures that relate directly to the safety of the community.

2018 - 2020 EXPENSES



Cost of Demolition:

FY 2018 - \$38,129

FY 2019 - \$42,735

FY 2020 - pending



Cost of Nuisance Abatement:

FY 2018 - \$20,705

FY 2019 - \$46,295

FY 2020 - \$4,775 ytd

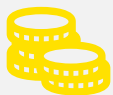


Cost of Supplies

FY 2018 - \$5,327

FY 2019 - \$0

FY 2020 - \$4,998



Cost of Administration

FY 2018 - approx. \$3,000

FY 2019 - approx. \$5,000

FY 2020 - approx. \$750 ytd

FY 2020 & FY 2021 ENCUMBRANCES



Police Department:

FY 18 & 19 - \$200,000.00

FY 2020 - \$100,000.00



Code Enforcement:

FY 2021 - \$45,800.00

REVENUE & EXPENSES SUMMARY

- ▶ FY 2018 - \$290,963.07
- ▶ FY 2019 - \$315,676.56
- ▶ FY 2020 (as of August) - \$234,394.30

TOTAL INCOME - \$841,033.93

- ▶ 2018 - 2020 EXPENSES - \$180,096.81
- ▶ 2018 - 2020 ENCUMBRANCES -
\$348,200.00
- ▶ FY 2021 ENCUMBRANCES - \$145,800

TOTAL EXPENSES AND ENCUMBRANCES -
\$674,096.81

BALANCE - \$166,937.12

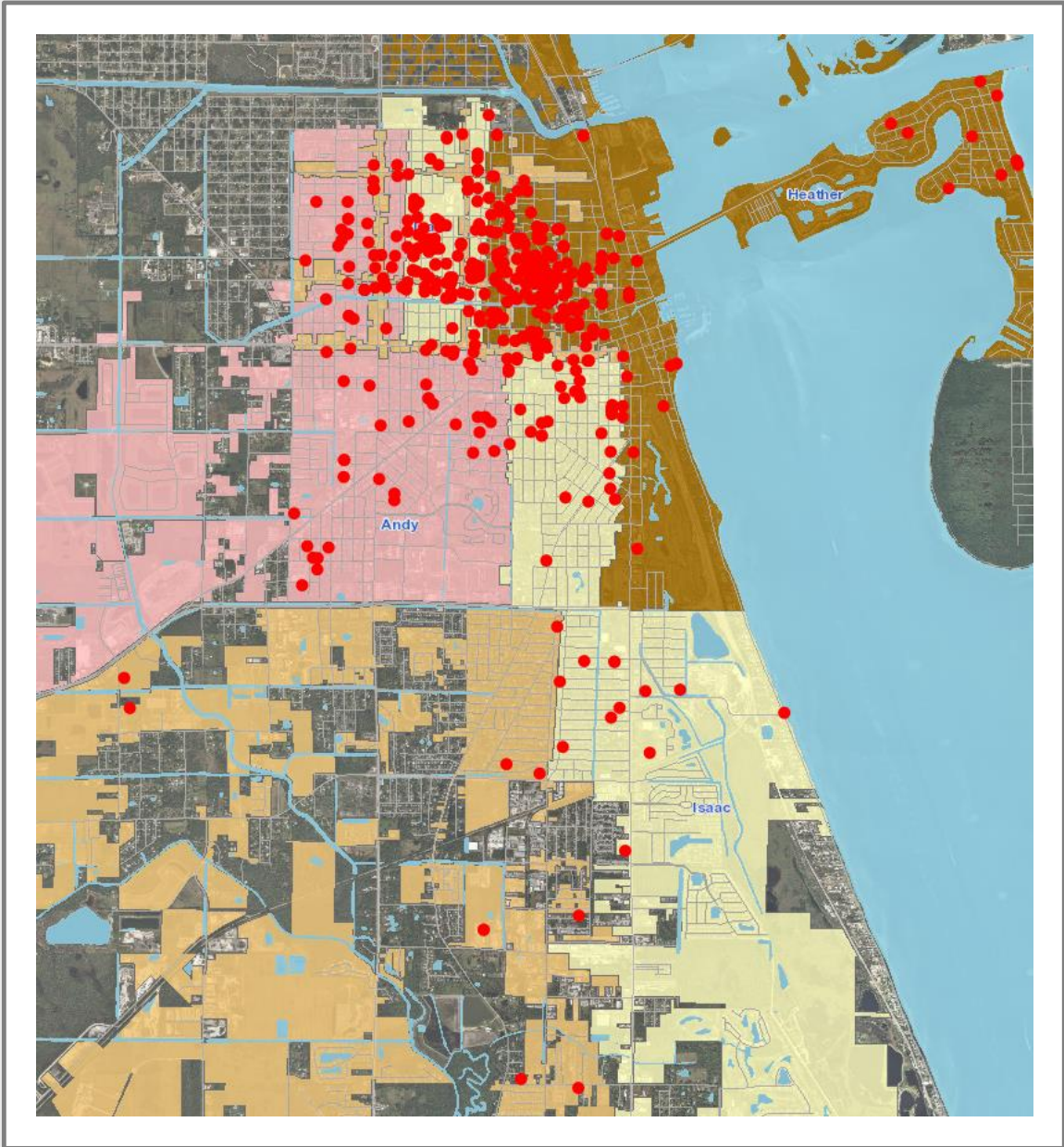
PROPOSED ACTION BY THE CITY COMMISSION

- ▶ Staff recommends:
 - ▶ The City Commission determine that the goals of the program have not yet been met.
 - ▶ Continue the program for an additional three (3) years - requires an ordinance amendment changing the sunset date to 9/30/2023.
 - ▶ Amend the ordinance to provide for additional actions to be included to help us reach our goals.
 - ▶ Actions to be separated into two categories - primary actions that do not require approval and secondary actions that do require separate approval by the City Commission.

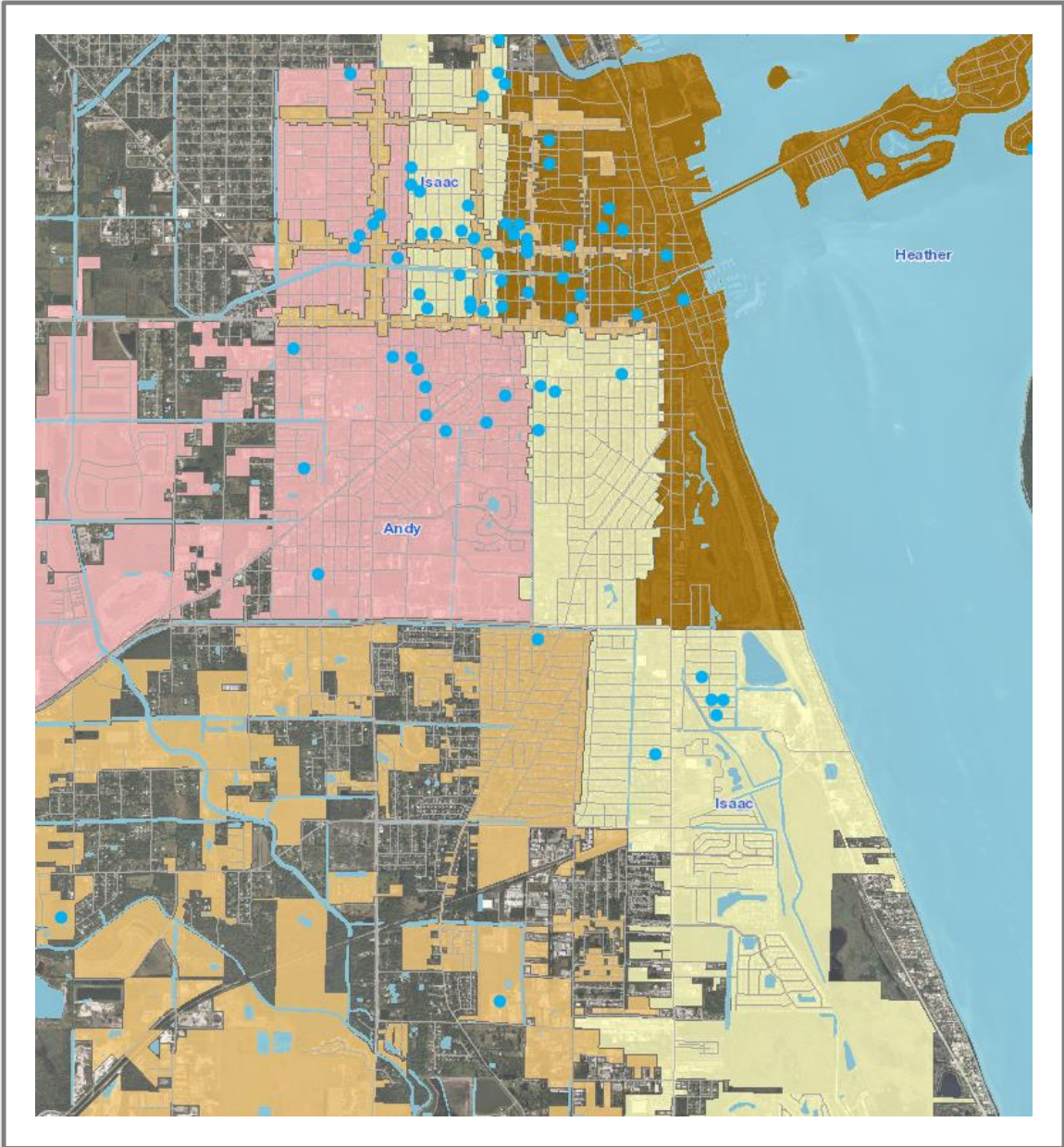
PROPOSED AMENDMENT

- ▶ Proposed primary or integral actions of the program:
 - ▶ Abatement of unsafe structures (current)
 - ▶ Abatement of nuisance conditions to include:
 - ▶ Securing vacant structures (current)
 - ▶ Securing open and unsecured pools (current)
 - ▶ Lot clearing / CPTED (new)
 - ▶ Graffiti (new)
 - ▶ Non-operative vehicles (new)
 - ▶ Bees / Wasps / Dangerous insects (new)

Open Building Condemnation Cases



Active Condemnation Cases



3000 Okeechobee Road



7:51 AM

3000 Okeechobee Road



TAM

Fort Pierce

3000 Okeechobee Road

9:25 AM



3000 Okeechobee Road

Fort Pierce

AM



3000 Okeechobee Road



2020-09-36 AM

3000 Okeechobee Road



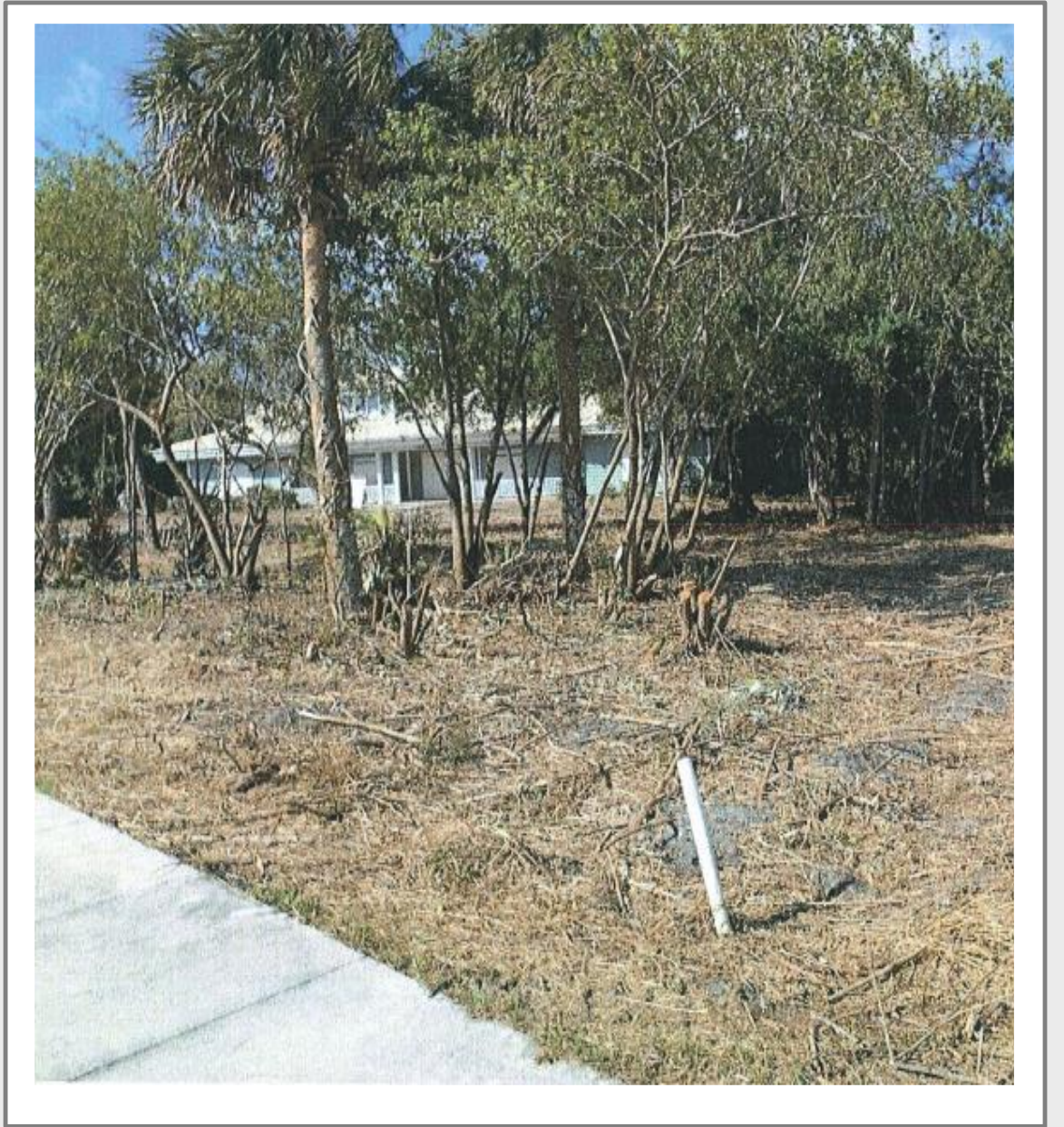
1101 Avenue O



2309 S. Indian River Drive



2671 S. Jenkins Road



Grandview Blvd



September 18, 2019
Grandview Boulevard

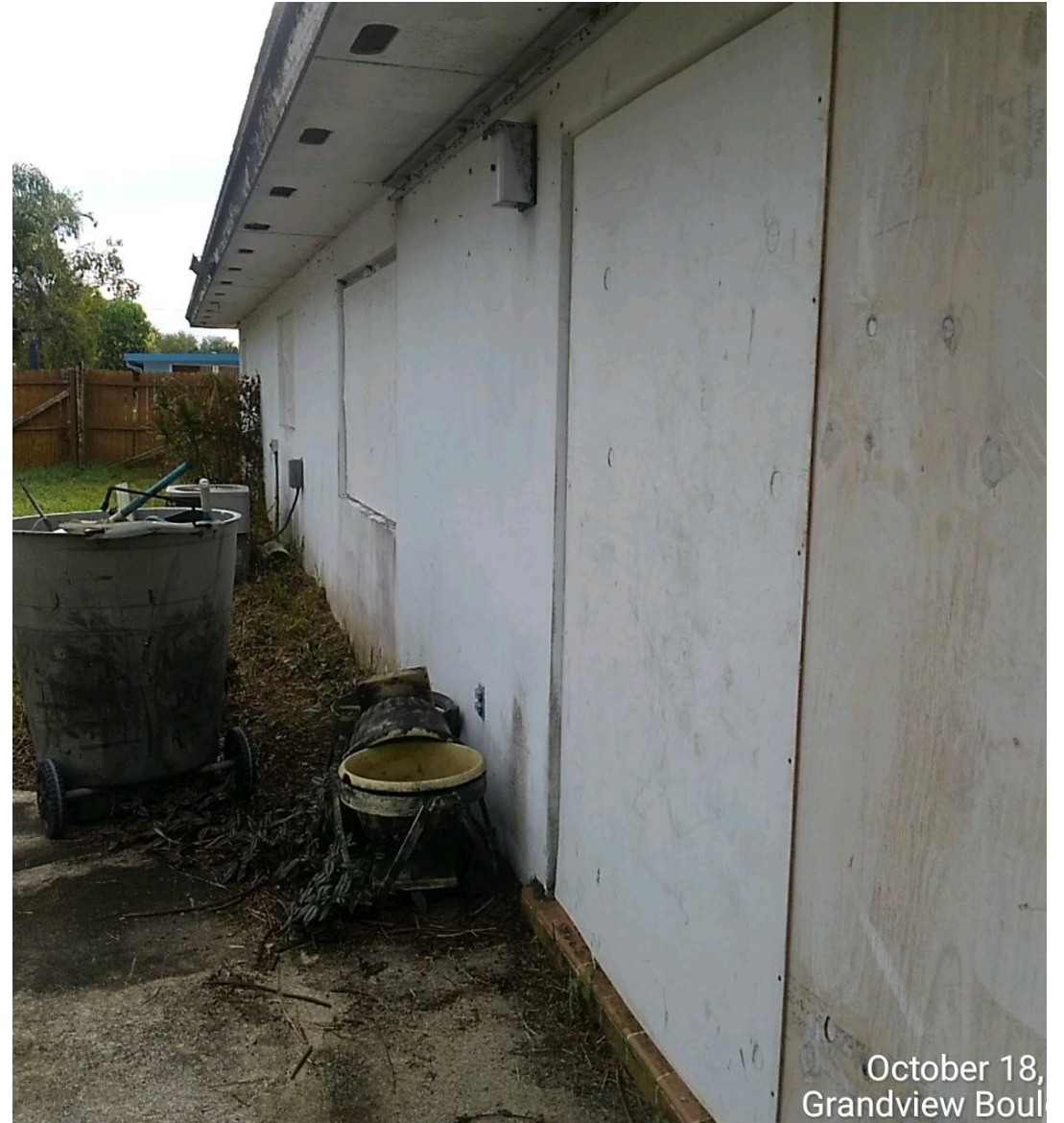


October 15, 2019
Grandview Boulevard

Grandview Blvd



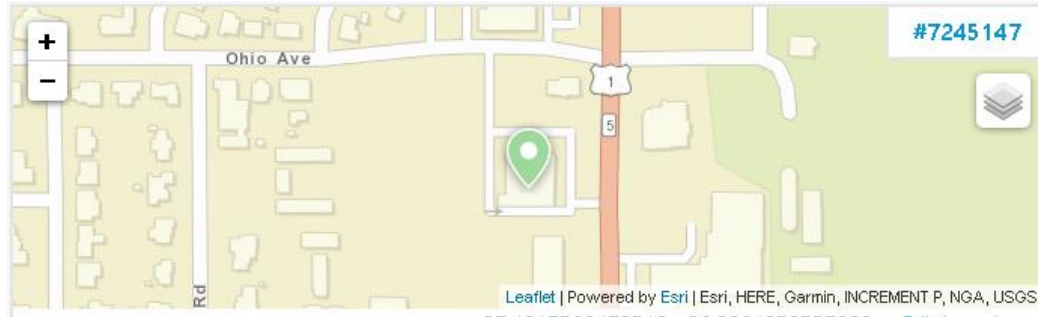
September 18,
Grandview Boul



October 18,
Grandview Boul







We went to Walgreens at corner of Ohio and US1. As we entered there was a homeless guy (assume) yelling at someone on his phone at the corner of the store. We drove around to rear pickup window and there were at least 4 more homeless with camps in the trees. They were walking around the field and Walgreens parking lot. Won't go back at night, if ever. I asked the person who helped us if it was always like this and she said, unfortunately yes. Very disturbing, would definitely scare off tourists to Ft. Pierce.

CPTED complaint generated by a citizen on SeeClickFix

Vendor directed to skip due to no funds available

Case #	Address	Tax ID	Special Notes	Price
20-1144	Mohawk Avenue	1428-702-0423-000/3	Bush Hog	425
20-0619	4506 Sunrise Blvd	3404-501-0170-000/9	Huge	SKIP
20-0596	1105 Egret Ave	2433-802-0023-000/5	Bush Hog	325
20-0363	S US Hwy 1	2415-311-0003-030/5	Homeless camp and CPTED	SKIP

PROPOSED AMENDMENT

- ▶ Proposed secondary or peripheral actions of the program
 - ▶ Must obtain separate approval of the City Commission before being taken.
 - ▶ Available funding must be confirmed.
 - ▶ Actions include:
 - ▶ Crime prevention programs
 - ▶ FPPD safety activities
 - ▶ Safety equipment or apparatus



Brought to you by the Ft Pierce Police Department's
Crime Prevention Unit

FPPD Programs

Safety Equipment



Sec. 103-343. Clean Community Program.

A) In an effort to curb the onslaught of blighted conditions and address safety concerns throughout the community, the City has created a clean and safe community initiative. The clean and safe community initiative is intended to provide direct remediation of structures and systems conditions that create a hazard to the life, health and safety of the community, contribute to an increase in criminal activity and overall reduce property values and community pride. ~~Such structures or systems shall be declared unsafe and be condemned in compliance with the International Property Maintenance Code as adopted and referenced in Sec. 5-364. Remediation of any structure or system declared unsafe and condemned shall include, but is not limited to, the removal and demolition of the structure or other abatement measures in accordance with Sec. 16-49 – Sec. 16-51.~~

PROPOSED AMENDMENT – PART I

(1) The following items are considered integral parts of the clean and safe community initiative and do not require additional approval:

(a) Abatement of buildings or structures determined to be unsafe by the code official.

(b) Abatement of nuisance conditions including:

(i) Vacant structures.

(ii) Open and unsecured pools.

(iii) Lot clearing activities including clearing of lots to the criteria outlined in the Crime Prevention Through Environmental Design program as adopted by the City Commission.

(iv) Graffiti.

(v) Non-operative vehicles.

(vi) Bees, wasps, and similar stinging or dangerous pests.

PROPOSED AMENDMENT – PART II

(2) The following items are considered peripheral to the program and may only be considered if funding is available and must receive approval from the City Commission.

(a) Crime prevention programs.

(b) Fort Pierce Police Department safety measures or activities.

(c) Safety equipment or apparatus.

PROPOSED AMENDMENT – PART III

C) The Clean and Safe Community Program shall expire on 9/30/2020,3. ~~unless prior to that date the City Commission, after conducting public hearings, finds that the purpose of this program has not yet been achieved, in which case it may extend the effective period of this program for an additional three years.~~

PROPOSED AMENDMENT – PART IV



COMMENTS
OR
QUESTIONS?

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960
AFFIDAVIT OF PUBLICATION

RECEIVED
SEP - 3 2020
FINANCE DEPT.

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950


STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida; that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

08/28/2020



Subscribed and sworn to before on August 28, 2020:



Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: \$109.20
Ad No: 0004337595
Customer No: 1330883
PO #: public hearing

of Affidavits 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING
The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Tuesday, September 8, 2020 at 6:00 p.m. and Monday, September 21, 2020 at 4:30 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 20-022 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103, ARTICLE IX, SECTION 103-343 "CLEAN AND SAFE COMMUNITY INITIATIVE"; PROVIDING FOR A SUNSET PROVISION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Amendment of the Code of Ordinances. Said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.
/s/ Linda W. Cox, City Clerk
Pub August 28th 2020
TCN4337595

City Commission Regular Meeting - 6:00 pm

13. a.

Meeting Date: 09/08/2020

Re: PCAC Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 20-R40 appointing members to the Police Community Advisory Board.

SUMMARY:

The terms of the Commission appointees have expired and need to be reappointed.

RECOMMENDATION:

Adopt the resolution.

ALTERNATIVES:

Seek new appointees.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor and Commission

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

20-R40

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 08/30/2020

Reviewed By

Nick Mimms

Date

08/30/2020 11:40 AM

Started On: 08/18/2020 11:05 AM

RESOLUTION NO. 20-R40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE POLICE COMMUNITY ADVISORY COMMITTEE**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed or reappointed by the City Commission to serve as members of the Police Community Advisory Committee which was established via Resolution No. 18-R32 and amended by Resolution No. 18-R37; said terms to commence upon adoption of this resolution and to expire September 7, 2022, or when a successor has been duly appointed.

<u>Name</u>	<u>Appointed by:</u>
Melvin L. Jones, Sr.	Commissioner Alexander
Charles Hayek	Commissioner Johnson
_____	Commissioner Sessions
Pinkie W. Hendley	Mayor Hudson

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 8th day of September, 2020.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY
CITY ATTORNEY

City Commission Regular Meeting - 6:00 pm

13. b.

Meeting Date: 09/08/2020

Re: 20-R41 Accepting Returns

SUBJECT:

Resolution 20-R41 accepting returns for the August 18, 2020 primary election.

SUMMARY:

Section 67(1) of the City Charter provides that at the first regular meeting of the City Commission after the primary election and the general election, the City Commission shall adopt a Resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk, such returns having been canvassed by the County Canvassing Board, and declaring the outcome of the election.

RECOMMENDATION:

Adopt Resolution 20-R41

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Gertrude Walker, Supervisor of Elections

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

20-R41

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 08/30/2020

Reviewed By

Nick Mimms

Date

08/30/2020 11:42 AM

Started On: 08/19/2020 08:51 AM

RESOLUTION NO. 20-R41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ACCEPTING THE **RETURNS OF THE PRIMARY ELECTION** HELD ON AUGUST 18, 2020, AS PROVIDED BY THE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 67(1) of the City Charter provides that at the first regular meeting of the City Commission after the primary election and the general election, the City Commission shall adopt a Resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk, such returns having been canvassed by the County Canvassing Board, and declaring the outcome of the election.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce Florida, as follows:

SECTION 1. The City Commission of the City of Fort Pierce does hereby accept the returns of the Primary Election held on August 18, 2020, as provided by the County Supervisor of Elections, a copy of which is attached as Exhibit A and made a part of this Resolution, such returns having been canvassed by the County Canvassing Board, declaring the outcome of the election.

SECTION 2. This resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 8th day of September, 2020.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY
CITY ATTORNEY

EXHIBIT A

***** Official *****
CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY

We, the undersigned, JEFFREY HENDRIKS, County Judge, MARY MCBEE, Supervisor of Elections, LILLIAN EWEN, Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Twenty-Fifth day of August, 2020 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan Election** held on the Eighteenth day of August, 2020 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Circuit Judge, 19th Judicial Circuit, Group 11, the whole number of votes cast was 51,781 of which

Victoria L. Griffin	received	35,217 votes
Louis "Lou" Larsen	received	16,564 votes

For School Board, District 2, the whole number of votes cast was 51,439 of which

Jack Kelly	received	23,554 votes
James Monds	received	20,478 votes
Lennox Wyllie	received	7,407 votes

For School Board, District 4, the whole number of votes cast was 51,605 of which

Kathryn Hensley	received	21,362 votes
Jason W. Palm	received	8,916 votes
Jennifer Richardson	received	21,327 votes

For Mayor for Fort Pierce Mayor, the whole number of votes cast was 6,758 of which

Harold Albury III	received	1,033 votes
Donna Benton	received	1,295 votes
Linda Hudson	received	3,093 votes
James R. Mason	received	136 votes
Rick Reed	received	976 votes
Alonzo Watkins	received	225 votes

For Fort Pierce Districts for Fort Pierce District 1, the whole number of votes cast was 2,509 of which

Charles E. Bryant	received	304 votes
Curtis Johnson Jr	received	649 votes
Kenny Robinson	received	605 votes
Reggie Sessions	received	951 votes

***** Official *****
CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY


For Port St. Lucie City Council D2, the whole number of votes cast was 30,011 of which

John Haugh	received	8,599 votes
Chauncelor R. Howell	received	8,109 votes
David Pickett	received	13,303 votes


We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.



COUNTY JUDGE



SUPERVISOR OF ELECTIONS



BOARD OF COUNTY COMMISSIONERS

City Commission Regular Meeting - 6:00 pm

13. c.

Meeting Date: 09/08/2020

Re:

SUBJECT:

Submittal of applications for consideration for appointment to the Fort Pierce Utilities Board filling an at-large position.

SUMMARY:

The term of Mr. Daryl Bey expires on 9/30/2020. Based upon the Charter Review Committees recommendations which are accepted by the City Commission via Resolution 18-R23, the City Commission as a whole would appoint the FPUA Board Members utilizing a point system for votes based upon the order in which the City Commission ranks their choices based upon applications received. These seats shall be referred to as FPUA At-Large Seats. (Terms which shall begin October 1, 2020 and October 1, 2021). Eligible applicants must be a qualified elector of the City of Fort Pierce and live within city limits and have no business relationship with FPUA.

RECOMMENDATION:

Review attached applications received in response to public notice seeking applications.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Attachments

Albosta, Richard
Ascoli, Eric
Bryant, Charles
Burdge, Bob
Clemons, Nichelle
Dean, Gina
Englmeier, Robert
Enns, Stephen
Fontaine Bradley, Luca
Galini, Jamiebeth

Gibbons, Kristina
Harding, James
Lee, Jannifer
Poitier, Robert

Form Review

Form Started By: Linda Cox
Final Approval Date: 06/17/2020

Started On: 06/17/2020 03:13 PM



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

(City Residency Required)

Name: Richard F. Albosta		Phone: 973 216-8749
Home Address: 1028 Windward Drive		How long at this address? 5 years. 25 years of residential ownership in Ft. Pierce, Fl. Florida resident since 1998.
City/Zip Code: Fort Pierce, Florida 34949		
Are you a qualified elector of the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Executive/Consultant		Employer Name: Self Employed
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with or have a business relationship with FPUA? If yes, please describe in detail outlining any businesses or matters deemed appropriate.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. (See CV attached)		
Do you have special training or knowledge in any of the following areas: Utilities: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting/Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Legal: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Management: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Finance/Accounting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Describe your education and background in any of the above areas:		
Are you currently a member of a Commission-appointed board or committee? If yes, please specify:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If appointed, are you willing to attend a training session which could last at least 5 hours? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Referred by:		Applicant Email Address: ralbosta@O-hold.com
Date: July 23, 2020	Applicant's Signature <i>R.F. Albosta</i>	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

(City Residency Required)

Name: <u>Eric Ascoli</u>		Phone: <u>561-252 3203</u>
Home Address: <u>20 Orange Ave Apt 202</u>		How long at this address? <u>7 1/2 years</u>
City/Zip Code: <u>Fort Pierce FL 34950</u>		
Are you a qualified elector of the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: <u>Retired</u>	Employer Name: <u>Emerson Process Management (Previous)</u>	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:		
Do you now or in the future plan to do business with or have a business relationship with FPUA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please describe in detail outlining any businesses or matters deemed appropriate.		
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. <u>Electrical Engineer, specializing in electronic controls. Last twenty years active as a consultant to power industries in troubleshooting and optimization of controller tuning. Mostly worked for nuclear plants in the U.S.</u>		
Do you have special training or knowledge in any of the following areas: Utilities: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting/Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Legal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Management: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Finance/Accounting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Describe your education and background in any of the above areas: <u>B.S. degree in Electrical Engineering from M.I.T.</u>		
Are you currently a member of a Commission-appointed board or committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
If appointed, are you willing to attend a training session which could last at least 5 hours? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Referred by:	Applicant Email Address: <u>eric.ascoli2@gmail.com</u>	
Date: <u>June 18 2020</u>	Applicant's Signature: <u>[Signature]</u>	

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Eric Ascoli
Control Engineering
Consultant

Education

Deutsches Abitur –
Schickhardt Gymnasium
Germany (1968)

BS Electrical Engineering –
M.I.T. (1972)

Expertise

Optimization through problem
analysis and controller tuning.

Process troubleshooting.

Fluent in English, Spanish
and German.

Eric Ascoli accumulated twenty-eight years of experience in process control principally working as an independent consultant for approximately 120 Guatemalan and Central American industrial clients. These included producers of plastics, textiles, chemicals, paper, corrugated cardboard, laminated steel, food products, pharmaceuticals, Portland cement, tires, packaging, power plants (steam production and generator-side controls), combined cycle generation, distillation processes, oil refineries, analytical laboratories and special field test equipment.

His primary job description then would have been 'troubleshooter extraordinaire', handling emergency calls after all customer efforts had failed. His work ranged from repair and calibration of instruments to the design, construction and commissioning of custom controls.

Eric also has extensive past experience with variable speed DC drives and other control electronics for rotary equipment in industry and power plants.

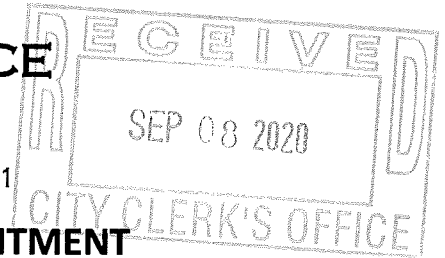
His previous work with EMERSON PROCESS MANAGEMENT involved travelling to customers' plants to perform process analysis with our diagnostic instrumentation. The data collected on a laptop computer, combined with specialized software, allows evaluation of industrial processes well beyond the basic regulatory loops. Eric's expertise, combined with the advanced Lambda tuning techniques permit the detection of deficient field instrumentation and allows for optimized adjustment of loop controllers. For clients this results in stable loops, better disturbance rejection and less process variability.

In the past fifteen years with Fisher Controls and Automatech Intl., Eric has led over 80 audits for refineries, steel mills, gas separation plants, chemical plants and multiple power utilities, including 25 or more nuclear units. As a former nuclear reactor operator, Eric has been able to improve thermal efficiency of nuclear power plants by optimizing reactor and steam generator level controls in addition to the associated heat recovery trains.



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841



APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying:

Civil Service Appeals Board; Communitywide Council; Community Redevelopment Agency Advisory Committee; Fort Pierce Utilities Authority;
Infrastructure Surtax Citizen Oversight Committee; Keep Fort Pierce Beautiful Advisory Board; Planning Board; Police Community Advisory Comn

Name: Charles E Bryant		Phone: 7723537266
Home Address: 2300 Avenue P Fort Pierce FL 34950 City/Zip Code:		How long at this address? 32 Years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: IT Analyst/ Business Owner		
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:		
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?		
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):		
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by:		Applicant Email Address: cebryant4@gmail.com
Date: 08/27/2020	Applicant's Signature	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

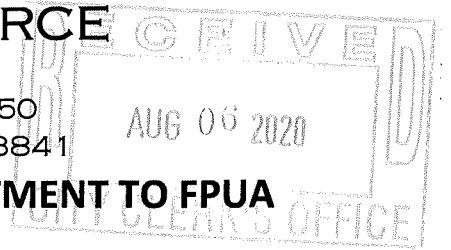
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APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA (City Residency Required)

Name: Bob Burdge		Phone: 772-466-0032
Home Address: 1302 Nebraska Ave 1-C		How long at this address? 21 years, 63 year resident of Fort Pierce
City/Zip Code: Fort Pierce, 34950		
Are you a qualified elector of the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Retired	Employer Name:	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with or have a business relationship with FPUA? If yes, please describe in detail outlining any businesses or matters deemed appropriate.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. As a member of the Planning Board, I have understanding of Planning for Fort Pierce, as a former City Commissioner, I reviewed the FPUA budget for 8 years. As an owner of utility stocks, I have reviewed the progress of companies using nuclear, natural gas, hydro, and oil throughout our country.		
Do you have special training or knowledge in any of the following areas: Utilities: Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting/Development: Yes <input type="checkbox"/> No Legal: <input type="checkbox"/> Yes <input type="checkbox"/> No Management: <input type="checkbox"/> Yes <input type="checkbox"/> No Finance/Accounting: <input type="checkbox"/> Yes <input type="checkbox"/> No Describe your education and background in any of the above areas:		
Are you currently a member of a Commission-appointed board or committee? If yes, please specify:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Planning Board, 1/2 cent oversight committee		
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If appointed, are you willing to attend a training session which could last at least 5 hours?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Referred by: Commissioner Sessions		Applicant Email Address: Commish33@aol.com
Date: 8/05/2020	Applicant's Signature: <i>Bob Burdge</i>	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

(City Residency Required)

Name: Nichelle G. Clemons		Phone: (678)457-3261	
Home Address: 1712 Ponce De Leon Prado		How long at this address? 3 Yrs. Permanent (owned 17 yrs.)	
City/Zip Code: Fort Pierce, FL 34982			
Are you a qualified elector of the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Occupation: Field Representative		Employer Name: Progressive Turnout Project	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:			
Do you now or in the future plan to do business with or have a business relationship with FPUA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please describe in detail outlining any businesses or matters deemed appropriate.			
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. Please <u>Attached</u> Resume			
Do you have special training or knowledge in any of the following areas: Utilities: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting/Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Legal: <input type="checkbox"/> Yes <input type="checkbox"/> No Management: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Finance/Accounting: <input type="checkbox"/> Yes <input type="checkbox"/> No Describe your education and background in any of the above areas: Decades of Management experience and Licensed Realtor 12 years			
Are you currently a member of a Commission-appointed board or committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:			
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:			
If appointed, are you willing to attend a training session which could last at least 5 hours? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Referred by: Reginald Sessions		Applicant Email Address: nclemons69@gmail.com	
Date: 08/21/2020	Applicant's Signature <i>Nichelle G. Clemons</i>		

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

Fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Nichelle G. Clemons
1712 Ponce De Leon Prado
Fort Pierce, FL 34982
(678) 457-3261
nclemons69@gmail.com

OBJECTIVE

To obtain a challenging position utilizing my strong organizational skills, management experience and communication skills to produce positive influences and outcomes.

WORK HISTORY

Field Representative

Progressive Turnout Project (PTP) 06/2020-Present
Responsibilities were working with existing progressive voter infrastructure to conduct voter outreach, engagement and voter registrations. Working engagement events such as phone banks and registration drives.

Field Organizer

Florida Democratic Party (FDP) ~ Coordinated Campaign 09/2018-12/2018
Responsibilities were working with existing Democratic Party infrastructure to conduct voter outreach, engagement and voter registrations. Worked to build and manage engagement events such as phone banks and registration drives. Recruited, trained and managed volunteers with the aim of building teams. Conducted outreach to local community leaders and progressive organizations.

Clinical Consultant

CVS Caremark Corporation 01/1998-03/2006
Duties were viewing patient profiles for drug utilization reviews and monitoring formulary adherence. Organized and produced clinical symposiums for the medical community. Consulted with physicians and other medical staff on medication therapy, while providing quality care and cost containment.

Pharmacist-in-Charge

Integrated Pharmacy Solutions 01/1994-12/1997
Responsibilities included preparing/dispensing medications, inventory management, counseling physicians/patients, clinical interventions, and clinical education in-services. Represented the pharmacy on the Facility Development and Re-engineering committee and the P & T committee. Other duties were staff training, scheduling and supervising, monitoring formulary adherence, and customer complaints.

Pharmacist-in-Charge

Kroger Drugstore 08/1992-07/1994

EDUCATION

Bachelor of Science in Pharmacy, Florida A. & M. University, 1992

ADDITIONAL EXPERIENCE

- Licensed Realtor in the state of Georgia 04/2001-03/2013
- FAMU NAA Life Member and held many leadership roles, committee and officer positions over the last two decades.
- Annual BenGaay Bowl Co-Chairperson
- Lincoln Park Mainstreet Showcase Newsletter Editor
- Pam Keith 2018 campaign for US Congress volunteer
- Second Chances Florida volunteer



CITY OF FORT PIERCE

100 NORTH US HWY 1
 FORT PIERCE, FLORIDA 34950
 (772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA (City Residency Required)

Name: Gina D Dean, DDS		772-595-1888 cell 772-971-0001
Home Address: 1005 Kentucky Avenue Fort Pierce, Florida 34950 City/Zip Code:		How long at this address? 21years
Are you a qualified elector of the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Dentist	Lawnwood Dental Center, PA	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: 1900 Nebraska Avenue Suite #6 Dentistry Fort Pierce, Florida 34950		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Do you now or in the future plan to do business with or have a business relationship with FPUA? If yes, please describe in detail outlining any businesses or matters deemed appropriate.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information.		
Do you have special training or knowledge in any of the following areas: Utilities: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting/Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Legal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Management: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Finance/Accounting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Describe your education and background in any of the above areas: Operating and managing a dental Practice for Thirty years		
Are you currently a member of a Commission-appointed board or committee? If yes, please specify:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If appointed, are you willing to attend a training session which could last at least 5 hours? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Referred by: <i>Darryl Bey</i>	Applicant Email Address: <i>gdbey@cate.net</i>	
Date: June 23, 2020	Applicant's Signature <i>Gina D Dean, DDS</i>	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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 fax (772) 467-3841 or via email at lcx@city-ftpierce.com

GINA D. DEAN-BEY, D.D.S.**772-971-0001****Education:****Ohio Wesleyan University, Delaware, Ohio**

September 1973 – June 1977

Degree: Bachelor of Arts

Including Medical office Externship September 1976 – January 1977

The Ohio State university College of Dentistry, Columbus, Ohio

September 1978 – June 1981

Degree: Doctor of Dental Surgery

Residency**Albany Medical Center Hospital, Albany, New York**

General Practice July 1981 – June 1982

University of Alabama At Birmingham

Conscious Sedation Residency

Medical College of Georgia

Conscious Sedation Residency March 2010

Licensed**To Practice Dentistry:**

State of New York July 1982

License # 036906

State of Ohio – June 1984

License # 30-01-17599

State of New Jersey – February 1987

License # D115952

State of Florida – August 1987

License # DN00011243

Commonwealth of Virginia – August 1993

License # 0401007996

Professional History

1987 – Present

Dentist – Owner Private PracticeLawnwood Dental Center, 1900 Nebraska Ave. Suite 6,
Fort Pierce, Florida, 34950 – Phone #772-595-1888

2008 – 2017

Dentist Private PracticeTransitional Smiles 1015 N. State Road 7, Suite B
Royal Palm Beach Florida 33411 – Phone #561-753-6633

1985 – 1987

Attending DentistDoctor Lawrence Bailey, Harlem Hospital, Lenorx Ave
New York City, New York 10037 – Phone # 212-491-1100

1985 – 1987

DentistDoctor Chester Redhead, D.D.S., 2225 Fifth Ave, New York City
New York 10037 – Phone # 212-368-6700

1985 – 1987

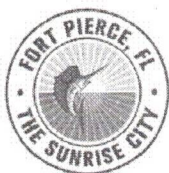
Attending DentistDoctor Phillips, Morrisania Family Health Center
1225 Gerard Avenue, Bronx, New York 10452

1984 – 1985

DentistDoctor Haldpar, John F Kennedy Health Center
714 Courtland, Bronx, New York – Phone # 212-585-7552

1982 – 1984

DentistDoctor Ralph Berger, 172 East 4th Ave, New York**Professional Organizations:**American Society of Dental Anesthesiology - Florida Dental Association
Treasure Coast Dental Society - Florida Society of Dental Anesthesiology



CITY OF FORT PIERCE

100 NORTH US HWY 1
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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: FPUA

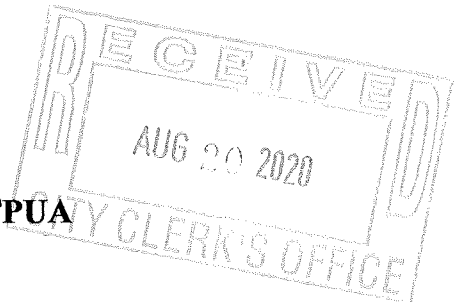
Name: <u>Robert F. Englmeier</u>	Phone: <u>772-528-6255</u>
Home Address: City/Zip Code: <u>3605 Chestnut Oak Dr.</u>	How long at this address? <u>28 yrs</u>
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Retired</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge - (feel free to attach a resume): <u>BS Mechanical Engineering - VA Tech</u> <u>MBA - Univ. of Miami</u> <u>Combined 35 yrs experience (with General Electric and Florida Power & Light) in various engineering + management positions.</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by: _____	Applicant Email Address: <u>bobengl@comcast.net</u>
Date: <u>6/10/2020</u>	Applicant's Signature: <u>R F Englmeier</u>

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA (City Residency Required)



Name: **Stephen K. Enns**

Phone: 772-284-5865

Home Address: **2301 Winding Creek Lane**

How long at this address? **18 years**

City/Zip Code: **Ft. Pierce, FL 34981**

Are you a qualified elector of the City of Fort Pierce? Yes No

Occupation: **Municipal Underwriter**

Employer Name: **CenterState Bank/South State Bank**

Do you own a business that operates within the City of Fort Pierce? Yes No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with or have a business relationship with FPUA? Yes No

If yes, please describe in detail outlining any businesses or matters deemed appropriate.

Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information.

See Attached Resume.

Do you have special training or knowledge in any of the following areas:

No	Utilities: <input type="checkbox"/> Yes <input type="checkbox"/>	Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No	Contracting/Development: <input type="checkbox"/> Yes <input type="checkbox"/> No
No	Legal: <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	Management: <input type="checkbox"/> Yes <input type="checkbox"/> No	Finance/Accounting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Describe your education and background in any of the above areas: **MBA, 30+ years in commercial banking and credit administration regularly analyzing and interpreting legal and financial documents.**

Are you currently a member of a Commission-appointed board or committee? Yes No

If yes, please specify:

Have you ever been convicted of a felony? Yes No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last at least 5 hours? Yes No

Referred by: **N/A**

Applicant Email Address: **deacenns@att.net**

Date: **8/20/2020**

Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

STEPHEN K. ENNS

2301 Winding Creek Lane
Fort Pierce, Florida 34981
C (772) 284-5865
deacenns@att.net

SUMMARY

A top-performing **FINANCIAL SERVICES EXECUTIVE** with a distinguished record of accomplishments in credit administration, portfolio management, commercial lending, underwriting risk analysis/rating and financial reporting. Utilizes strong financial expertise and considers all information to make sound business decisions. Goal-oriented, dedicated and highly knowledgeable, serves as a self-motivated contributor to long-range success.

EXPERIENCE

CENTERSTATE BANK/SOUTH STATE BANK/St. Lucie County, Florida

Vice President, Commercial Credit Underwriter, Municipal Underwriter, CLU IV Team Lead,
2016 to Present

Responsible for underwriting and responding to municipal lending RFP's in Florida, Georgia and Alabama.

PNC, Vero Beach/Fort Pierce, Florida

Senior Asset Manager, Asset Resolution Team, 2012-2015

Managed exit credit portfolio across the PNC footprint. Proficient in short sales, discounted settlements and foreclosures. Held Level 2 authority. Met or exceeded resolution goals every year. 2014 Market All Star.

RBC BANK (USA), Vero Beach, Florida

Senior Relationship Manager, Portfolio Remediation Group, 2010-2012

Managed large wholesale exit credits across the RBC Bank (USA) footprint requiring additional servicing and monitoring. 2011 Performance Award winner.

RIVERSIDE NATIONAL BANK, Fort Pierce, Florida

Vice President, Credit Administration, Credit Officer, 2008-2010

Responsible for reviewing and approving wholesale credit requests, assisting in the oversight and implementation of the bank's credit policies. Successful projects include the restructuring of the wholesale construction lending program and management of the problem loan asset review process. Direct reports consisted of the appraisal unit manager.

NATIONAL CITY CORPORATION/HARBOR FEDERAL SAVINGS BANK, Fort Pierce, Florida

Vice President, Credit Administration, Senior Underwriter, 2005-2008

Directed team of eight National City credit analysts and three support staff members responsible for preparing commercial credit packages for presentation to loan committee. Managed credit departments in West Palm Beach and Fort Pierce. Direct reports at Harbor Federal included managers of collections, special assets, consumer/small business underwriting, residential underwriting and the appraisal departments. Performed annual reviews of bank policies and wrote monthly reports for the Harbor Federal Board of Directors. Acted as member of wholesale integration team for conversion of Harbor Federal and Fidelity Federal to National City's processes.

FIRST UNION NATIONAL BANK/WACHOVIA, Vero Beach, Florida

Vice President, Credit Analyst, Commercial Banking Officer, Credit Products Manager, 1987-2005

Underwrote new wholesale loan requests and serviced existing wholesale loan portfolio. Performed risk assessments and credit ratings.

EDUCATION

NOVA UNIVERSITY, Fort Lauderdale, Florida
M.B.A., Business Administration, 1988

WAKE FOREST UNIVERSITY, Winston-Salem, North Carolina
B.A. History, 1983



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA (City Residency Required)

Name: Luca Fontaine Bradley		Phone: (772) 342-7370	
Home Address: 1102 S 11 th Street		How long at this address? 3 years	
City/Zip Code: Fort Pierce, FL 34950			
Are you a qualified elector of the City of Fort Pierce?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Educator		Employer Name: St. Lucie County Public Schools, Indian River State College	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with or have a business relationship with FPUA? If yes, please describe in detail outlining any businesses or matters deemed appropriate.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. I am a long time resident of Fort Pierce and serve as an educator at Fort Pierce Central High School and IRSC. Previously as President of Hibiscus Park Neighborhood and Crime Watch Association, I pursued the improvement of our city and neighborhood. My experience as a historian and interest in local history would provide an outlook on preservation and representation of all people in our community. My background can enhance the FPUA board with diversity and consideration of all views and interest of our citizens. My bachelor's degree in organizational management equipped me with the necessary knowledge on operations and responsible administration. I previously spend 8 years with Marriott International before pursuing a career in education.			
Do you have special training or knowledge in any of the following areas: Utilities: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting/Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Legal: <input type="checkbox"/> Yes <input type="checkbox"/> No Management: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Finance/Accounting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Describe your education and background in any of the above areas: BA in Organizational Management MA in American History with focus on Florida's modifications over time (engineering and geography)			
Are you currently a member of a Commission-appointed board or committee? If yes, please specify:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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fax (772) 467-3841 or via email at lcox@city-ftpierce.com

If appointed, are you willing to attend a training session which could last at least 5 hours? Yes No

Referred by: Kia Fontaine

Applicant Email Address: rasluca@live.com

Date: 7/29/2020

Applicant's Signature – *Luca Fontaine Bradley*



CITY OF FORT PIERCE

100 NORTH US HWY 1
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(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

(City Residency Required)

Name: Jaimebeth Galinis		Phone: 561-715-5317	
Home Address: 1710 Plover Avenue City/Zip Code: Fort Pierce, FL 34949		How long at this address? 10+	
Are you a qualified elector of the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Occupation: Dir. Of Wound Care		Employer Name: DeRoyal	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: ALG Homes, Rental Apartments 725 S. 7 th Street, Fort Pierce, 34950			
Do you now or in the future plan to do business with or have a business relationship with FPUA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please describe in detail outlining any businesses or matters deemed appropriate. No – other than paying our utility bill(s)			
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. I work in a highly regulated field like that of a utility, and hold a BA (from UF), MBA (from FAU) and MS in Regulatory Affairs and Quality Assurance (Temple School of Pharmacy). I have an interest in working on a committee where I think I can be useful.			
Do you have special training or knowledge in any of the following areas: Utilities: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting/Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Legal: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Management: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Finance/Accounting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Describe your education and background in any of the above areas: I attended UF on an accounting and IT scholarship, have worked in product development and prepared financial performas most of my adult life. I am highly skilled in research and communicating complex topics with easy to understand verbiage.			
Are you currently a member of a Commission-appointed board or committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:			
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:			
If appointed, are you willing to attend a training session which could last at least 5 hours? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Referred by:		Applicant Email Address:	
Date: 6/30/2020		Applicant's Signature <i>Jaimebeth Galinis</i>	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Jaimebeth Galinis

History and Goals

Over the course of the past 18 years, I have worked with and for numerous organizations, large and small; including Office Depot Corporate Headquarters, Liberty/ MEDCO and have spent the past 6 years working for DeRoyal, a privately-owned medical device manufacture. With the ever changing world of healthcare and the business that goes along with it, I have been able to successfully transfer my marketing & business development background in the consumer space into the medical field. My areas of focus are Wound Care, Temperature Therapy & NPWT, as well as being the subject matter expert on all things FDA & Medicare/AHCA (inclusive of reimbursement, coding systems and 510K submissions). In addition to DeRoyal, I also teach as an adjunct professor at Indian River State College.

Key Accomplishments:

- 18 years of experience in marketing & product development, medical and non-medical fields
- Authored/published over 100 press releases & 1,000s of marketing literature pieces
- Awarded Best Radio Frequency Identification (RFID) case series by AIM (2019)
- Published at the SAWC for case series involving over 900 patients (May 2019)
- Published in the WOCN Journal for case series involving over 500 patients (June 2018)
- Launched 14 products (Class 1 & 2), 2 first to market and 4 requiring 510Ks for DeRoyal
- Achieved reclassification from PDAC on key product categories resulting in improved margins for DeRoyal and increased reimbursement for DMEs
- Presented at Innovation Theatre during the National WOCN Conference (2015-2019)
- Guest Speaker/Presenter on Medicare Reimbursement at TN Podiatric Medical Assn. (2015)
- Created & Certified CEU course in Wound Care Reimbursement with the BOC (Board of Certification) and ABC (Association of Boards of Certification) (2015)
- Published in the WOCN magazine "In the Know" (2014)
- Member of the WOCN Marketing Committee - only non-clinician invited to join (2012-2014)
- Lead successful business integration teams for Office Depot after the acquisition of Allied and Tech Depot
- Certified Professor of Business Management by the Southern Association of Colleges and Schools (2017 – 2022)
- M.S. Regulatory and Quality Assurance, School of Pharmacy, Temple University (2020)
- Master of Business Administration, Florida Atlantic University, Boca Raton (2004)
- Bachelor of Arts, University of Florida, Gainesville (1998)



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

(City Residency Required)

Name: Kristina Gibbons		Phone: 772.370.5140
Home Address: 1920 Rio Vista Drive, Fort Pierce, FL		How long at this address? 2 years
City/Zip Code: 34949		
Are you a qualified elector of the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Sole Proprietor	Employer Name: Varsity Sport Shop	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: Varsity Sport Shop 211 Orange Avenue Fort Pierce, FL 34950		
Do you now or in the future plan to do business with or have a business relationship with FPUA? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe in detail outlining any businesses or matters deemed appropriate. We currently have an order to provide masks to FPUA. Other than this order we occasionally do t-shirt or other decoration order for them, but they are not a large client of ours.		
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. From 2001 through 2013 I worked for Atlantic Building Materials under Stan Crippen as Assistant Controller. As we went through an acquisition with Allied Building Products, the position quickly grew into the role of Administrative Control Manager and I headed up several restructures including a transition to a paperless system while managing over 80 employees remotely. In 2013 I purchased Varsity Sport Shop. Along with growing the business 600% in the course of 4 years, I purchased the building where we operate and another at 106 Depot Drive. I am heavily invested in the success of our city. I am currently a board member and one of the founders of the Downtown Business Alliance as well as a member of the CRA Advisory Board. As a member of the FPUA board I will bring a balanced perspective, a strong business mind and a cohesive approach to help our city grow. I am forward thinking and have a proven track record of implementing change while maintaining a calm community driven perspective.		
Do you have special training or knowledge in any of the following areas: Utilities: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting/Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Legal: <input type="checkbox"/> Yes <input type="checkbox"/> No Management: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Finance/Accounting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcx@city-ftpierce.com

Describe your education and background in any of the above areas:
Bachelors Degree in Business with a concentration in Entrepreneurship and a Minor in Psychology. Worked in the building materials and development business for over 10 years.

Are you currently a member of a Commission-appointed board or committee? Yes No
If yes, please specify: CRA Advisory Board

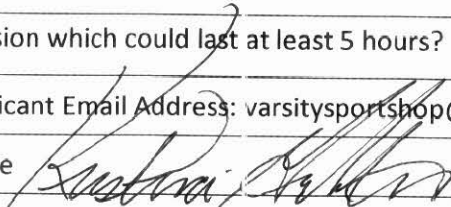
Have you ever been convicted of a felony? Yes No
If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last at least 5 hours? Yes No

Referred by: Applicant Email Address: varsitysportshop@gmail.com

Date: 8/21/2020

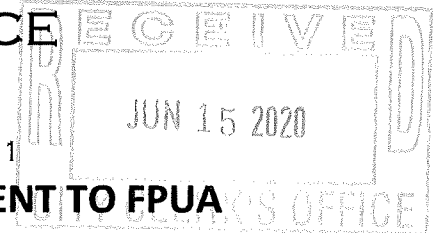
Applicant's Signature





CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841



APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

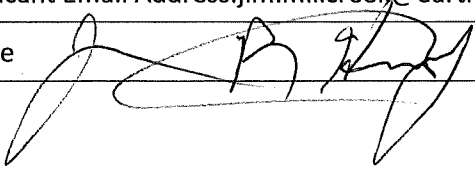
(City Residency Required)

Name: James Harding		Phone: 804-761-0667
Home Address: 66 Winghaven Ln, Ft. Pierce, FL 34949		How long at this address? More than 10 yrs
City/Zip Code:		
Are you a qualified elector of the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Retired	Employer Name: N/A	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:		
Do you now or in the future plan to do business with or have a business relationship with FPUA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please describe in detail outlining any businesses or matters deemed appropriate.		
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. Education and Experience... In particular, service as senior official for management of large military communities...in Hanau Germany with a population of over 20,000 Americans and Fort Meade, MD		
Do you have special training or knowledge in any of the following areas: Utilities: some <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting/Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Legal: <input type="checkbox"/> Yes <input type="checkbox"/> No Management: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Finance/Accounting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Describe your education and background in any of the above areas: BS in Engineering from the United States Military Academy (West Point); MBA from the Harvard Business School with a concentration in Finance; Various management courses		
Are you currently a member of a Commission-appointed board or committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Surtax Oversight, but appointment expires this year		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
If appointed, are you willing to attend a training session which could last at least 5 hours? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

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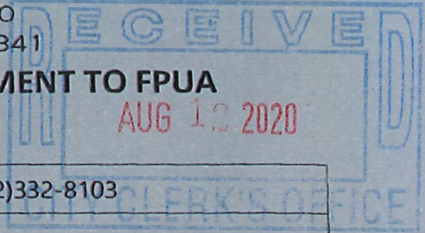
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Referred by:	Applicant Email Address:jim.millcreek@earthlink.net
Date: 10 June 2020	Applicant's Signature 



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841



APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

(City Residency Required)

Name: Jannifer Albury Lee		Phone (772) 332-8103
Home Address: 2718 Robin Street		How long at this address? 10 years
City/Zip Code Fort Pierce, Fl 34982		
Are you a qualified elector of the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Salon Owner/ Operator	Employer Name: Jan's trendsetter Salon	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business:		
145 N. US #1, Fort Pierce, Fl 34950		
Do you now or in the future plan to do business with or have a business relationship with FPUA? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe in detail outlining any businesses or matters deemed appropriate.		
For the past 18 years both my salon and home have electric services is with FPUA.		
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information.		
→		
Do you have special training or knowledge in any of the following areas:		
Utilities: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting/Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Management: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Finance/Accounting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe your education and background in any of the above areas: I have a Bachelor degree in Organizational Management. I have operated the salon 18 years delegating, supervising employees, managing business, financial statements and personnel management.		
Are you currently a member of a Commission-appointed board or committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
If appointed, are you willing to attend a training session which could last at least 5 hours? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Referred by: Commissioner Reginald Sessions		Applicant Email Address: leejannifer.jl@gmail.com
Date: August 10, 2020	Applicant's Signature <i>Jannifer Albury Lee</i>	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Jannifer Albury Lee

August 11, 2020

City of Ft. Pierce/ Application For Appointment to FPUA

Over the years, I've served on several boards while residing as a resident and local business owner. In these opportunities leadership was for both business and community services. I have served on the Indian River State College Advisory Board, Fairlawn Student Advisory Committee, St. Andrews Parent Volunteer Committee, Mt. Pleasant Choir and Pop Warner Team Mom. While serving as an active board member I was able to obtain and utilize various skills such as; Leadership, teamwork, judgement, negotiation skills, verification of documents and time management. I read the posting for a replacement board seat with interest. I have seen our city grow and make huge progress. As our city moves forward, I'd like to be apart of the positive influence that impacts our utility costs. I also we together can make a difference while we plan for the long term. I saw the opportunity and I would like to get on board.

Please see the attached resume for the position of: FPUA Board Appointment

Thank you for every consideration given to this request.

JANNIFER ALBURY LEE

leejannifer.il@gmail.com | (772) 332-8103 | 2718 Robin Street, Fort Pierce, FL 34982

SUMMARY

Quality focused management professional with over 20 years combined experience in general business operations, customer service and financial administration. Committed to continuous business success by implementing improved branding, increasing customer service standards, skill training and utilizing cost strategies to reduce expenses. The continuous training in computer software for innovative products and services.

SKILLS

- Lead teams
- Financial statements
- Personnel management
- Decision making
- Financial budgeting
- Skillful delegation
- Marketing
- Supervise employees
- Conflict management & resolution
- Communication

EXPERIENCE

05/1995 –09/2002

Special Occasions

Fort Pierce, FL

Salon Operation Manager/ Stylist

- * Facility operations - payroll, marketing, sales & UTC taxes
- * Customers service, quality care, client retention
- * Managing schedules and performance.

10/2002-present

Jan's Trendsetter salon

Fort Pierce, FL

Owner/ Operator

- * Procedures and policies of the business.
- * Banking, budgeting and other financial business
- * Scheduling and staff training in the latest trends
- * Social distancing, ensuring safety for all individuals

EDUCATION AND TRAINING

September 2019

July 2017

May 1997

October 1995

September 1989

- * Certified Loan Signing Agent
- * Mobile Notary/ National Notary Association
- * Bachelors – Organizational Management- Warner University
- * Certificate in Cosmetology – Indian River State College
- * United states Army Reserve / National Guards



CITY OF FORT PIERCE

100 NORTH US HWY 1
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(772) 467-3065 FAX (772) 467-3841



APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

(City Residency Required)

Name: Robert H. Poitier		Phone: 772-332-6263
Home Address: 306 North 22nd Street Fort Pierce, Florida 34950		How long at this address? 45 Yrs.
City/Zip Code:		
Are you a qualified elector of the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation:	Employer Name:	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:		
Do you now or in the future plan to do business with or have a business relationship with FPUA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please describe in detail outlining any businesses or matters deemed appropriate.		
Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information.		
Do you have special training or knowledge in any of the following areas: Utilities: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting/Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Legal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Management: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Finance/Accounting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Describe your education and background in any of the above areas: Past Member of City Planning Board 25Yrs.		
Are you currently a member of a Commission-appointed board or committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
If appointed, are you willing to attend a training session which could last at least 5 hours? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Referred by: Reggie Sessions	Applicant Email Address: Cynthia1001@comcast.net	
Date: 8/19/2020	Applicant's Signature <i>Robert H. Poitier</i>	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting - 6:00 pm

13. d.

Meeting Date: 09/08/2020

Re: CWC Application

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Submittal of applications to serve on the Communitywide Council

SUMMARY:

There are currently two vacant seats on the board; target area and an at large seat.

RECOMMENDATION:

Consider appointment of Jermaine Chad Ingram, target area, and Wyatt Hayes, at-large area; applications attached.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Grants Administration

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Ingram - target

Hayes - at large

Bryant - target

Form Review

Inbox

City Manager

City Manager

Form Started By: Linda Cox

Final Approval Date: 08/15/2020

Reviewed By

Linda Cox

Nick Mimms

Date

08/10/2020 02:06 PM

08/15/2020 04:18 PM

Started On: 08/10/2020 01:52 PM



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Communitywide Council

Name: Jermaine Chad Ingram		Phone: 786-389-4891
Home Address: 411 N 9th Street Unit C		How long at this address? 4 months
City/Zip Code: 411 N 9th Street Unit C		
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Food and Housing Freedom Advocate/Real Estate Agent		
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: Purchase and rehab vacant lots in Lincoln Park and to represent clients who wish to do the same		
Do you now or in the future plan to do business with the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity? May request Lien cancellation on lots we own and may bid for city property and requests for bids		
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Just an average citizen with common sense		
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by: Vennis Gilmore Applicant Email Address: EKhayaFR@gmail.com		
Date: 7/30/2020	Applicant's Signature:	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcx@cityoffortpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Keep Fort Pierce Beautiful, Planning, CRA Advisory, Communitywide council

Name of Board or Boards for which you are applying: _____

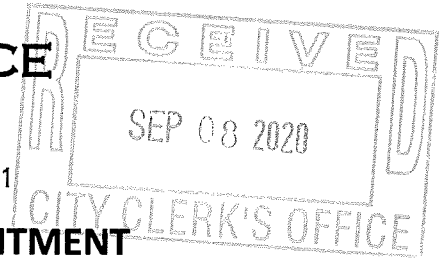
Name: Wyatt Sixshooter Hayes		Phone: 772-204-6138	
Home Address: 1105 S. 11th St., Fort Pierce, 34950 City/Zip Code:		How long at this address? 4 years	
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Occupation: Substitute Teacher, Permit Runner			
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:			
Do you now or in the future plan to do business with the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity? I'd like to, eventually, run for office in the city. I would first like to get a better grasp of the community in which I live.			
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:			
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):			
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:			
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:			
Referred by: Linda Hudson		Applicant Email Address: Wyatts.hayes@gmail.com	
Date: 7/16/2020		Applicant's Signature Wyatt S. Hayes	

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FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841



APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying:

Civil Service Appeals Board; Communitywide Council; Community Redevelopment Agency Advisory Committee; Fort Pierce Utilities Authority;
Infrastructure Surtax Citizen Oversight Committee; Keep Fort Pierce Beautiful Advisory Board; Planning Board; Police Community Advisory Comn

Name: Charles E Bryant		Phone: 7723537266
Home Address: 2300 Avenue P Fort Pierce FL 34950 City/Zip Code:		How long at this address? 32 Years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: IT Analyst/ Business Owner		
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:		
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?		
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):		
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by:		Applicant Email Address: cebryant4@gmail.com
Date: 08/27/2020	Applicant's Signature	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

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fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting - 6:00 pm

13. e.

Meeting Date: 09/08/2020

Re: Board of Examiners of Contractors

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Submittal of applications to fill a vacancy on the Board of Examiners of Contractors.

SUMMARY:

The Board of Examiners of contractors currently has one vacancy for a licensed contractor.

RECOMMENDATION:

Select appointee from applications.

ALTERNATIVES:

Seek additional applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Shaun Coss, Building Department Coordinator

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Harris, Jason

Nobile, Brandon

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 08/30/2020

Reviewed By

Nick Mimms

Date

08/30/2020 11:48 AM

Started On: 08/25/2020 09:41 AM



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: Jason Harris	Phone: 772-577-1544
Home Address: 5808 Pinetree DR City/Zip Code: Fort Pierce, FL	How long at this address? 2 years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Septic Contractor	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Septic tank Cleaning & Repair	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Septic & grease trap installs	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Septic tank Contractor for 21 years, God,	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by: Reed Sudderth	Applicant Email Address: All About Septic Services@gmail.com
Date: 8/2/20	Applicant's Signature:

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fax (772) 467-3841 or via email at lcox@cityoffortpierces.com



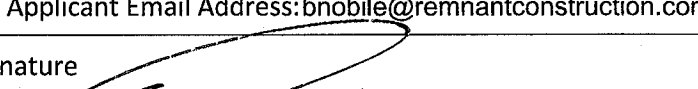
CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Board of Examiners of Contractors

Name of Board or Boards for which you are applying: _____

Name: Brandon Nobile	Phone: 772-349-7015
Home Address: 606 S 8th St, Fort Pierce 34950 City/Zip Code:	How long at this address? 18 Months
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Owner of Remnant Construction, LLC	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: Yes, I am an Owner of Remnant Construcion, LLC. 201 S 2nd St Fort Pierce, FL 34950	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: Yes, I am an Owner of Remnant Construcion, LLC. 201 S 2nd St Fort Pierce, FL 34950	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): I have been in the construction industry since 2007 and have been a Certified Building Contractor since 2017. Prior to starting my own construction firm I was a Project Manager who oversaw more than \$75MM in commercial new construction.	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: bnobile@remnantconstruction.com
Date: 8/12/20	Applicant's Signature 

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting - 6:00 pm

15. a.

Meeting Date: 09/08/2020

Re: Reports

SUBJECT:

Reports

Attachments

Purchase Order Report

City Manager's Report

Form Review

Inbox

City Manager

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 09/02/2020

Reviewed By

Nick Mimms

Nick Mimms

Date

09/02/2020 03:01 PM

09/02/2020 03:01 PM

Started On: 08/18/2020 09:52 AM

Purchase Order Approvals between \$10,000 and \$50,000 by the City Manager between August 1, 2020 to August 31, 2020

1. PURCHASE ORDERS
 - a. Approve KIB Construction Corp as the lowest and most responsive bidder to Bid No. 2020-022 for an amount not to exceed \$32,600.00 for the rehabilitation of 903 Boston Avenue, funded by the State Housing Initiatives Partnership (SHIP) program.
 - b. Purchase approval for Selectron Technologies Inc., Portland, OR, for VoicePermits IVR annual renewal for support and hosting services in the amount not to exceed \$24,100.00.
 - c. Request approval to purchase from Dell Inc., Round Rock, TX, the replacement of existing systems with mobile systems in the amount not to exceed \$13,091.00.
 - d. Approve KIB Construction Corporation, Inc. as the best and most responsive bidder to RFP 2020-016 for an amount not to exceed \$34,750.00 for the rehabilitation of 304 North 32nd Street funded by the State Housing Initiatives Partnership (SHIP).
 - e. Request for Purchase Order to Econolite Systems in the amount of \$45,946.00 for communication and security updates to the City's CENTRAC's traffic monitoring system.
 - f. To request authorization from the City Manager to increase blanket purchase order 201119 an additional \$12,090.00 with Higher Ground, Okeechobee, FL for the total purchase order amount not to exceed \$20,175.00.
 - g. Approval to award Bid No. 2020-35~Easy Dump Equipment to Tampa Crane & Body, Tampa, FL. In an amount not to exceed \$21,330.00.
 - h. Purchase approval for Vology., Clearwater, FL for Building Department for Aruba switch, three year subscription license and Extended service agreement in the amount not to exceed \$12,020.43.
 - i. Request approval of Captec Engineering, Inc. Specific Authorization No. 2 in an amount not to exceed \$15,000.00.
 - j. Approve Emergency Repairs to Solid Waste Grapple Truck Unit #21018 by Rechten International, Ft. Pierce, FL, in an amount not to exceed \$18,486.50.
 - k. Approval of Specific Authorization No. 3 to Culpepper & Terpening, Inc. (C&T) in an amount not to exceed \$23,225.00 for engineering design plans for 8th Street (Avenue D to Avenue E).
 - l. Request approval of Matcon Construction Services, Inc. Change Order No. 2 in the amount of \$5,993.80 as needed to complete the restoration of the City Hall Parking Garage.

- m. Approve payment of annual lease fee to Department of Environmental Protection in the amount of \$34,858.39.

FORT PIERCE INSIDER



WORLD CHANGERS

YOUTH GROUPS
VOLUNTEER IN
FORT PIERCE

BACK PACK GIVEAWAY AND FOOD DRIVE



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16 INDIAN HILLS GOLF COURSE

17 FORT PIERCE CITY MARINA

18 NEW BUSINESSES



RECOVER
ST. LUCIE

Help is here for St. Lucie County small businesses hardest hit by the COVID-19 pandemic!

Grants of up to
\$7,500
to be awarded to eligible small businesses

- Funds do not have to be repaid**
- Grants available to businesses economically injured, mandated to close or curtail operations due to COVID-19**
- Must have 10 or fewer employees**
- Total revenue of less than \$1 million**
- Other eligibility requirements apply**

To see if you qualify and to apply
visit www.recoverstlucie.org
or call **772.336.6285**



CHANGE IN THE COMMUNITY

KAITLYN BALLARD, COMMUNITY RESOURCE SPECIALIST

For the past 19 years, World Changers organization has visited the City of Fort Pierce to help paint and complete minor exterior repairs for homeowners that face health or financial challenges. This year's initiative was scaled back due to the global pandemic. However, even with challenges from COVID-19, volunteers were still able to come together the week of July 20, 2020, with the help of Mission Treasure Coast and Coalition for Christian Outreach, to help beautify the Lincoln Park neighborhood by painting six homes located on N 13th Street, N 22nd Street, N 19th Street, N 16th Street and Avenue B.

A very special Thank You to Mr. Joel Dramis, as he has always been instrumental in the organization and coordination of this annual project that has assisted many residents in our beautiful city. The Grants Administration Division is excited to continue this wonderful partnership for years to come. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds were used to purchase supplies.

Organizations interested in volunteering on future World Changers and Paint Our Town programs should contact: Kaitlyn Ballard, Community Resource Specialist, kballard@cityoffortpierce.com



Complete your 2020 Census Questionnaire and enter to win a \$25 Gift Card!

*Screenshot your Census confirmation page
or send your confirmation number by email to
2020census@cityoffortpierce.com*

*A winner will be drawn every week
up until September 30th 2020!*

EVERYBODY COUNTS!

WIN!



WELCOME ABOARD!



MIKE JACHLES, PUBLIC AFFAIRS MANAGER

In a modified swearing-in ceremony held at police headquarters, five new officers joined the Fort Pierce Police Department family August 19. Mayor Linda Hudson welcomed the new officers at the Wednesday morning ceremony. Chief Diane Hobbly-Burney administered the oath of office to the recruits, and one-by-one, had their badges pinned on their uniform shirts by family members.

The new officers are Joseph Crutchfield, who was raised in the city, Sabrina Desroches, Ice Odum, Dylan Partridge and Vincent Torres. In addition to holding current Florida law enforcement certification, they have completed department training and are spending the next two months paired up with field training officers before receiving their road patrol assignments. The new officers look forward to faithfully serving the residents and visitors of the City of Fort Pierce.

PHOTO CAPTION (L TO R): Dylan Partridge, Ice Odum, Mayor Hudson, Chief Hobbly-Burney, Sabrina Desroches, Joseph Crutchfield and Vincent Torres



BACK TO SCHOOL!

As school resumed last week, the Police Department crossing guards and officers are back, ensuring students get to school safely and drivers observe school speed zones and stop for school buses picking up and dropping off children. All seven of the City's crossing guards received their recertification training before the start of school.



WE ALL LIKE COOKIES!

What a surprise on Friday, August 21 from Girl Scouts Troop 42061 Gemini Unit with Chester A. Moore Elementary School. They brought everyone's favorite Girl Scout Cookies to the officers at the Fort Pierce Police Department. Thanks to Troop Leader Rozina Merritt for stopping by with the scouts. Cookie season can't come soon enough. Wishing the girls a great, safe school year!

MAKIN' A SPLASH!

Campers aged 7-12 from the Eco-Camp at the Manatee Center got a surprise visit from the Fort Pierce Police Department's Marine Unit August 3. The Eco-Discovery Camp, which ran July 27-31, explored how things are connected in nature. In keeping with CDC guidelines, the modified, half-day camp program kept the masked groups to a minimum. And by the looks of things, there was no shortage of water for hand-washing!



PROPOSED PROJECTS

At the August 11, 2020 Planning Board meeting, the Board was introduced to exciting and unique projects that Planning Department staff have been diligently working on with the applicants for months. Below is a summary of the projects that were presented to the Planning Board. In addition, highlighted within this report, are two (2) multi-family developments proposed for the Okeechobee Road, Jenkins Road, McNeil Road to Orange Avenue area and a State-of-the-Art Resort Village and Community that is just in the beginning stages of development.

Planning Board August 11, 2020 meeting

Sunrise Tabernacle Church • Annexation • 3280 S. 25th Street

Bent Creek – next phases of development • Re-plat • Tract B-2

Gus Fort Vacation Rental • Conditional Use • 715 S. Ocean Drive, Unit F

Willow Lakes Resort Village and Community • Rezoning to Planned Development • NW corner of Midway Road and I-95

Aria Apartments – 112-unit multi-family development • Future Land Use, Rezoning, Site Plan, Conditional Use and Design Review
3000 Okeechobee Road

Blue Sky – 164-unit multi-family development • Site Plan and Design Review • McNeil Road, north of Okeechobee Road

Aria Apartments - a proposed 112-unit multi-family development will consist of five (5) apartment buildings with 24-units in four (4) of the apartment buildings and 16-units in one (1) of the apartment buildings for a total of 112-units. The maximum building height will be 39 feet from existing grade. The proposed Aria Apartments will offer a 2,168 square foot clubhouse with a swimming pool. Onsite amenities include a clubhouse, pool, tot lot with playground equipment and benches, a lake with a fountain feature, a walking trail around the lake at the center of the development, a passive park with picnic tables and benches, and a fenced dog-park. There is one (1) vehicle access point into the site from Okeechobee Road with two (2) pedestrian-only access points from the south of the property connecting to the Okeechobee Road northern sidewalk. The proposed site also includes an abundance of pedestrian pathways, such as internal sidewalks and striped crosswalks, throughout the development.



The applicant is providing a landscape plan that goes above and beyond code minimums, as demonstrated below:

- The interior landscaping area requires 56 trees and the applicant is providing 166 total trees.
- The interior landscaping area requires 5,531 square feet and the applicant is providing 8,284 square feet.
- The code minimum for the perimeter landscape buffer is 10 feet and the proposed landscape plan is providing up to 25 feet in locations along its perimeter.

The **Blue Sky** development will consist of four (4) buildings with 41 units in each building for a multi-family development that will have a total of 164 units. The maximum building height will be 50 feet from existing grade. The proposed Blue Sky Landings will offer a 2,500 square foot clubhouse with a swimming pool. Pursuant to City Code 125-315 (d)(1)(b), the parking ratio for a multi-family development is 1.5 spaces per unit. This development will be constructed in two (2) phases, each phase will consist of two (2) residential buildings with 84 units per phase. All onsite amenities, including the clubhouse and pool will be constructed during the first phase of the project. Other onsite amenities include a tot lot, two (2) lakes, a walking trail around the lake at the front of the development and a gazebo. There is one (1) vehicle access point to the site from McNeil Road and one pedestrian only access point to the south of the property connecting to the Walmart property.



The applicant is providing a landscape plan that goes above and beyond code minimums, as demonstrated below:

- The interior landscaping area requires 46 trees and the applicant is providing a total of 70 trees.
- The interior landscaping area requires 138 shrubs and the applicant is providing 2,806 shrubs.
- The code minimum for tree caliper at planting is 2.5 and the applicant is providing a minimum tree caliper of 3.5 at planting for 23 Southern Magnolia and 48 Live Oak.

The **Willow Lakes** application involves only the request for a Zoning Atlas amendment. Subsequent to the application reviewed by the Planning Board, the petitioner will be submitting an application for a phased development to develop a mixed use live, work, play and learn community referred to as Willow Lakes Resort Village and Community.

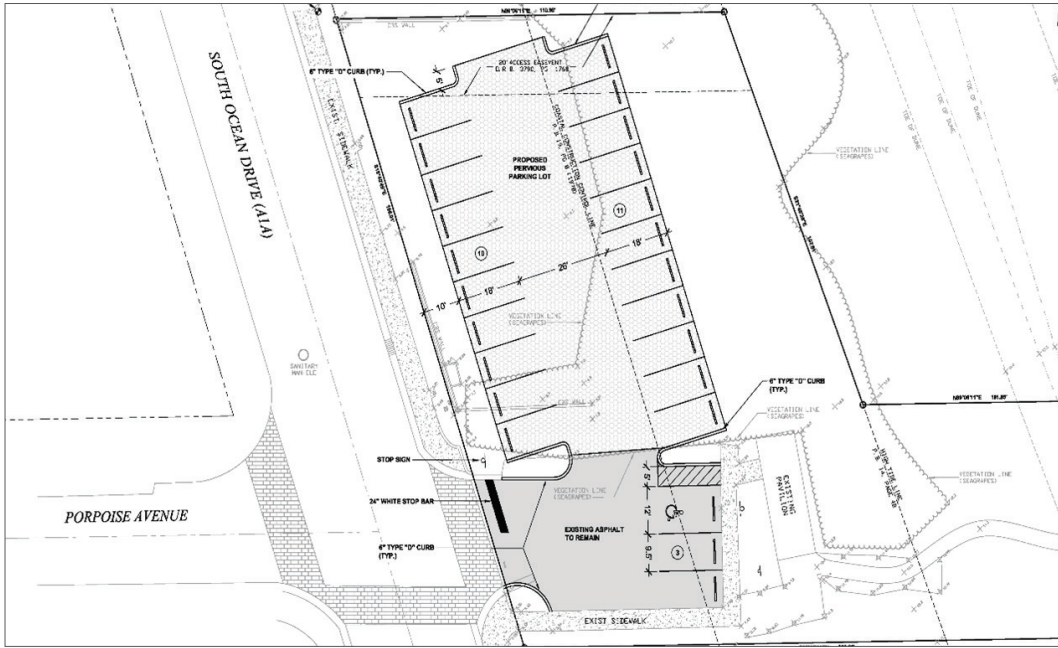
To provide some perspective, the Willow Lakes Resort Village and Community is envisioned as a vibrant, mixed-use urban village at the crossroads of Florida’s Turnpike, Interstate 95, and the City of Fort Pierce. Situated on 200.23 acres of land lying immediately north of Midway Road and west of I-95 within the City of Fort Pierce, Willow Lakes will be an east coast destination that will bring together local residents and regional, national and international visitors in a lively, pedestrian-oriented, and healthy environment of inviting public spaces, walkable streets, and authentic neighborhoods with a destination recreational amenity for seasoned and novice surfers.

The vision proposed by the applicant is that Willow Lakes will be designed as a community that celebrates outdoor activity and a healthy lifestyle. The envisioned community will be a place where residential, retail, and commercial uses will be combined to provide a critical mass of activity that will bring year-round life to the proposed community. The applicant is seeking to create a “village” that will be one of a kind in Florida built around a state-of-the-art and largest world-class surf park in the country. As stated in the application:



“The Wavegarden at Willow Lakes will deliver high quality waves and authentic surfing experiences year-round for new and existing surfers of all ages, experience and ability. Beyond the Wavegarden, the Village will be comprised of several distinct neighborhoods, knit together by a network of walkable, pedestrian-oriented streets, and navigable flow-ways designed for maximum environmental and recreational purposes. The result will be an inclusive environment where visitors, residents, and professionals have fun, keep fit and feel part of a community

CONSTRUCTION SPOTLIGHT

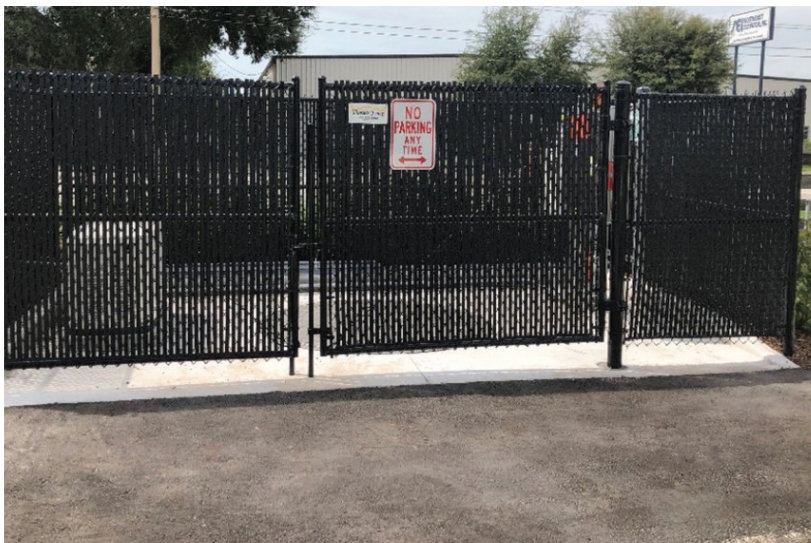


Porpoise Avenue Beach Access Parking

A preliminary plan has been completed and a pre-application meeting request has been sent to FDEP. The scope of this project will increase beach access parking by utilizing a pervious paver system like parking areas at Jetty Park and Dreamland Park.

8th Street and Edwards Stormwater Pump Station:

A lift station start-up was conducted August 12, 2020 and the final acceptance of the project has been granted. This project will alleviate the repetitive flooding in the 8th Street neighborhood by pumping flood waters into the Edwards Road storm drainage system.





North 17th Street (Orange Ave to Ave D) Roadway Improvements:

Phase I (Orange to Ave C) sanitary sewer and force main installations have been completed. The contractor is currently conducting water main testing and pressure testing of the force main. The new drainage installation will commence on Monday, August 31st. Phase II (Canal Terrace to Avenue D) gas main installation is complete. The gas contractor is currently conducting the directional bore across Moore's Creek. Mastec will commence conduit installations on September 8th.

South 5th Street Roadway Improvements (Boston to Delaware):

Roadway improvements are proposed along S. 5th Street between Boston Avenue and Delaware Avenue. Improvements will include drainage conduit upsizing, resurfacing of the roadway, new curb and gutter, sidewalks, brick paver crosswalks, decorative street lighting, landscaping, and irrigation. FPUA will also be upgrading the potable water lines in this area. Design contract was awarded to Engineering Design & Construction Inc. and they have completed the 60% plans. A Utility Coordination Meeting is scheduled for September 9, 2020 with anticipated construction commencement in January 2021.

Avenue B Reconstruction: 8th to 10th and 10th to 13th St.

Work under this project will be curb & gutter, driveway aprons, drainage improvements, sidewalk and roadway reconstruction. We have contacted FPUA as to right-of-way work that FPUA will need to complete prior to or as part of the project. FPUA has also been notified that utilities must go underground. Specific Authorization No.2 to Culpepper & Terpening was approved by City Commission on August 17, 2020 and they started collecting survey data for project design on August 18, 2020.

N. 8th Street Roadway Improvements (Avenue D to Avenue E):

Roadway improvements are proposed along North 8th Street between Avenue D and Avenue E. The scope of work for this project will include drainage improvements, new curb and gutter, sidewalks and roadway reconstruction. Culpepper & Terpening's design proposal was approved by the City Manager on August 18, 2020. Culpepper & Terpening's Specific Authorization No. 3 is currently in the approval process.

WHAT'S NEW?



7-Eleven located on the northeast corner of Edwards Rd and 25th Street is nearing completion. Beverage coolers, soda fountains, cooking equipment and shelving is being installed. This picture was taken the morning of the above-ceiling mechanical inspection. The Mechanical Inspector will be inspecting the ductwork before it is concealed by the acoustic ceiling tiles

KOA Kampgrounds of America located at 3180 S. Jenkins Rd. has begun construction of the administration building. The underground plumbing and conduit for electric has been installed and inspected prior to the concrete being poured in the restroom area pictured.

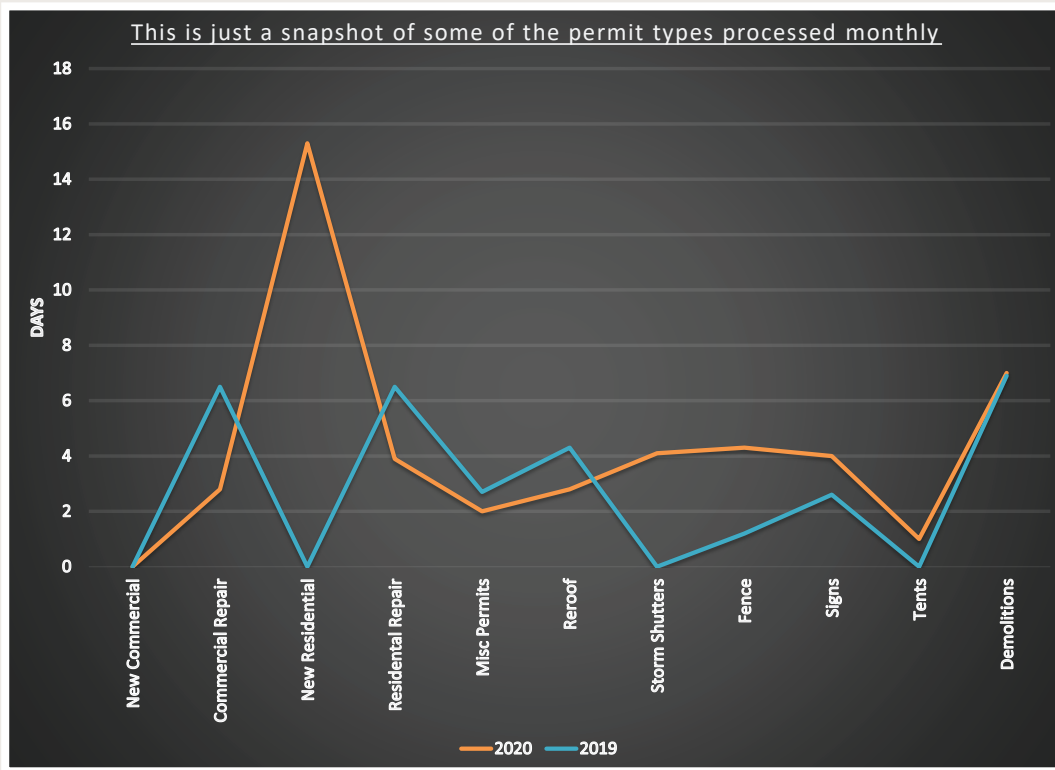


Shiny Shell Carwash, located at 4400 Okeechobee Rd. has re-opened after complete renovation of the automatic car wash building and vacuum stations.

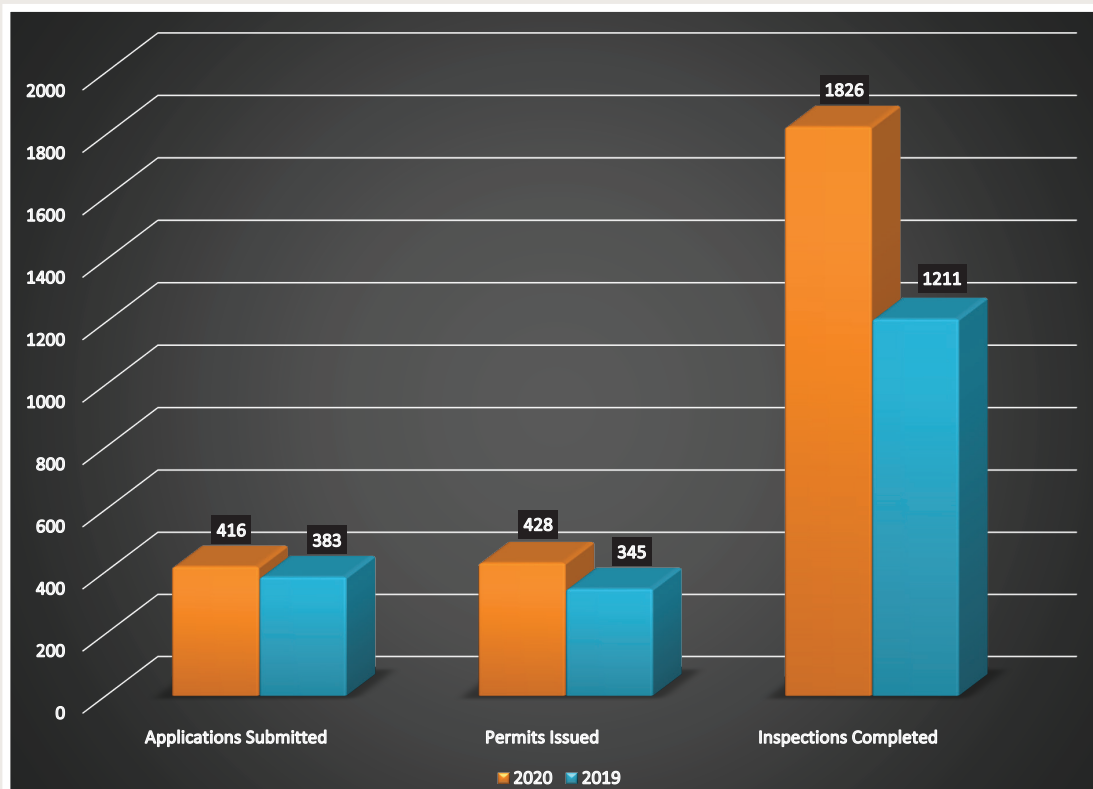
BUILDING CHARTS FOR JULY 2020

PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



ACTIVITY REPORT





MIKE REALS, PUBLIC WORKS DIRECTOR

To better serve the residents and commercial customers of the City of Fort Pierce, the Solid Waste Division has received delivery of four new collection vehicles. Three new sideload collection trucks will service the residential routes and one new frontload truck will service the commercial customers of our community. The new vehicles will provide greater efficiencies in the collection of waste generated in our community.

The Solid Waste Division provides waste management services for Residential and Commercial customers in the incorporated city limits of Fort Pierce. The mission of the Solid Waste Division is to provide environmentally responsible and cost-effective collection, disposal and recycling services. We are committed to provide reliable customer service in a professional manner.

The Solid Waste Division provides waste management service for over 14,000 homes and businesses within City limits. We collect over 47,000 tons of trash each year. Waste collection service is provided rain or shine except for: Thanksgiving and Christmas Day. For any Solid Waste related questions or concerns please call 772 467-3794





- Every Wednesday - Green Market - Marina Square 12pm - 6:30pm
- Every Saturday - Jazz Market – Marina Square 8am – 1pm
- Every Saturday - Downtown Farmers Market - Marina Square 8am – 12pm
- 10/2/20 Friday Fest – Marina Square 5pm – 9pm
- 10/11/20 Croc Wild – Crocadillo’s Bar & Grill 11am – 8pm

RIVER WALK CENTER SALES REPORT JULY 2020

CLASSES		\$ 506.35
PARK PERMITS		\$ 1,650.00
SPECIAL EVENTS		\$ 50.00
FACILITY		\$ 3,082.02
TOTAL		\$ 5,288.37

INDIAN HILLS GOLF COURSE



DANIEL VISCONTI, IHGC MANAGER

We have seen a fantastic turn around in the condition of our greens, tees and practice range following the completion of our maintenance application in May. Indian Hills will be performing it's third and final greens maintenance in early September following the Ft Pierce Sunrise Kiwanis Golf Outing. The healthier we are moving into the Fall, the better we can withstand the difficult conditions of the winter months.

We continue to move in the right direction both financially and from a rounds standpoint. We are currently 2,500 rounds above last year to date and will be approximately 8,000 rounds higher at the end of September versus September of 2017. From a revenue standpoint, we are approximately \$100,000 in Total Gross Revenue above last year to date and will be in excess of \$200,000 above September 2017. While we still have plenty of work to do to be self sustaining, we now have a sellable product which makes our future much brighter!

We have been fighting through this pandemic for months now, going above and beyond to protect the health and safety of our members and guests. Before each use, our golf carts are pressure washed and wiped down with

a disinfectant. The rakes have been removed from the course as have the drinking water coolers. We have added a "stopper" to the bottom of each flag stick so you no longer have to reach into the cup to retrieve your ball. All door knobs, faucet handles and counters are being wiped extensively throughout the day with bleach. Even the light fixtures are taped in the ON position each morning to eliminate contact.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend....or two! If there's something we can improve upon...tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily

INDIAN HILLS SALES REPORT

	6/2020	7/2020
GOLF ROUNDS	2116	2549
GOLF FEES	\$28,714.86	\$45,822.36
RANGE TOKENS	\$1,182.13	\$1,146.88
MEMBERSHIP PASS	\$220.00	\$892.38
FOOD & BEVERAGES	\$5,447.65	\$6,280.90
MERCHANDISE	\$3,340.70	\$5,291.19
TOTAL	\$38,905.34	\$59,433.71



CITY MARINA FINANCIAL REPORT

	MAY	JUNE	JULY
Dockage Reservations	154	109	88
Monthly Dockage	\$113,7002.96	\$127,859.09	\$126,371.48
Transient Dockage	\$47,510.61	\$42,711.25	\$33,080.41
Electricity	\$3,966.44	\$3,696.09	\$2,801.06
Retail	\$10,611.96	\$13,964.04	\$14,305.33
Gas Sales	\$31,933.11	\$44,734.91	\$42,988.03
Diesel Sales	\$51,415.21	\$46,342.61	\$36,314.09
TOTALS	\$260,150.29	\$281,854.62	\$255,860.40

WELCOME TO FORT PIERCE!



WELCOMING NEW BUSINESSES!

1ST CLASS TAXES & MORE INC
 ACADEMIC ADVANCEMENTS LLC
 ACTION FENCING INC
 AUTO SALE & MORE OF FORT PIERCE
 BLYCO ELECTRIC LLC
 BP
 BURNEY, JOHN MARCEL JAMES
 CAREY REDDICK ENTERPRISE LLC
 CMZ PRESSURE WASHING, LLC
 CONCRETE IMPRESSIONS OF FLORIDA
 E.C.A MOTORS LLC
 FTL MARKETING, LLC
 GOD WITH ROSE & 2 SONS

HASKETT, JAY D. M.D.
 HOWARD, TORREY
 JOZEB INC
 KIDZ N MOTION
 L & L LUXURIES LLC
 L & R BARBECUE
 LERROS GOURMET ITALIAN ICES
 MACK'S BRAIN FREEZE SLUSH
 MIKE'S PERFORMANCE GARAGE LLC
 MOORE, ANN
 OF PROPERTIES
 OSHUN BOTANICA & LA NINA BOUTIQUE
 PROVIDENCE LIFE COUNSELING

RAGIN CAJUN CAFE
 REYES-GAMEZ MULTISERVICE
 RSR CARPENTRY INC
 SALT BEAUTY BAR LLC
 SCENTED DRAGON LLC
 SOTILLO, CHRISTOPHER
 STONE, VIVIAN Y. M.S., LMHC
 TOP NOTCH BOUTIQUE
 TURTLE ISLAND FLOORING LLC
 WASHINGTON, KATIE
 WHIRLED INC
 YOUR TREASURE COAST LIQUIDATOR



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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