

CITY OF FORT PIERCE

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, September 13, 2021 - 9:00 a.m.
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **New Business**
 - a. Sunrise Theatre Future
 - b. Treasure Coast Regional Planning Council (TCRPC) Initiatives
 - c. Board and Committee Structure Overview
 - d. Presentation regarding the establishment of a Fort Pierce Utilities Authority advisory board.
 - e. Discussion of SHIP funding allocation cap for home rehabilitation projects led by Director of Finance
 - f. Diversity, Equity, and inclusion (DEI) Report

5. **COMMENTS FROM THE PUBLIC**

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

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

7. **Adjournment**

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Conference Agenda

4. a.

Meeting Date: 09/13/2021

Re: Sunrise Theatre Future

Submitted For: Nick Mimms, City Manager, City
Manager

SUBJECT:

Sunrise Theatre Future

Attachments

Presentation

Form Review

| Inbox | Reviewed By | Date |
|------------------------------------|--------------------|---------------------------------|
| City Manager | Nick Mimms | 09/08/2021 08:14 AM |
| City Manager | Nick Mimms | 09/08/2021 08:14 AM |
| Form Started By: Jennifer Robinson | | Started On: 09/01/2021 02:30 PM |
| Final Approval Date: 09/08/2021 | | |



Sunrise Theatre 5 Year Strategic Plan Outline



5 Year Strategic Plan

Introductions

Board Members

Community Partners

SBDC – Thom Epsky



Next Steps

PFM

Shuttered Venue Grant

Strategic Planning Workshops

Covid

Present 5 year plan



Focus Areas

PFM

Theatre Operations

Other strategic partnerships



Revenue Streams

(Focus on Financials)

Rentals

50/50 Performances

Naming Opportunities



Fund Raising

(Examine the opportunities)

Sunrise Theatre Foundation

Corporate Sponsorships

Grant Opportunities



Membership & Marketing

Market Analysis

Membership Drive

City Commission Conference Agenda

4. b.

Meeting Date: 09/13/2021

Re:

SUBJECT:

Treasure Coast Regional Planning Council (TCRPC) Initiatives

Attachments

ILA Combined
Interlocal Final
Scope of Work
Presentation

Form Review

Form Started By: Linda Cox
Final Approval Date: 09/08/2021

Started On: 09/08/2021 04:17 PM

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FORT PIERCE
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR DEVELOPMENT OF AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FORT PIERCE
AND THE FORT PIERCE UTILITIES AUTHORITY**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2021 by and between the City of Fort Pierce (herein referred to as “the City”) and the Treasure Coast Regional Planning Council (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Council is permitted to provide services to the City as the Council is established by the State of Florida and considered a public agency in accordance with state law; and

WHEREAS, the City Commission of the City of Fort Pierce, Florida, has determined that development of an Interlocal Agreement between the City and the Fort Pierce Utilities

Authority (FPUA) for relocation of the Wastewater Treatment Plan to be in the best interests of the residents and businesses of the City of Fort Pierce; and

WHEREAS, the City of Fort Pierce and the Council desire to enter into this Agreement to develop an Interlocal Agreement between the City and the FPUA facilitating relocation of the Wastewater Treatment Plant.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the City with the development of an Interlocal Agreement between the City and the FPUA addressing roles, responsibilities, procedures, and revenues in relocation of the Wastewater Treatment Plant.
- B. The City and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the City Commission of the City of Fort Pierce and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the City of Fort Pierce and the Treasure Coast Regional Planning Council, and the filing of a certified copy hereof with the Clerk of the Circuit Court of St. Lucie County, Florida.

SECTION 3. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.
- B. The Council shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the City.

- C. The City and the Council agree to be governed by applicable State and Federal laws, rules, and regulations.
- D. Modifications of this Agreement may be requested by either party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each party, and attached to the original Agreement.
- E. The City agrees to:
 - 1. Assist in the development of documents necessary to create the Interlocal Agreement;
 - 2. Provide all necessary public notice as required by Florida Statutes;
 - 3. Provide venues for all public workshops and meetings; and
 - 4. Process all requests for reimbursement in a timely manner.

SECTION 4. RECORD KEEPING

- A. All records submitted by the Council shall be kept for three (3) years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

SECTION 5. TERMINATION

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The City shall be obligated to pay the Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 6. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 7. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

SECTION 8. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 9. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto in accordance with Section 3.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For Fort Pierce:

Nick Mimms, P.E., City Manager
City of Fort Pierce

100 North U.S. Highway 1
Fort Pierce, FL 34950

For the Council:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 11. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the Scope of Services as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the City agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment “A”, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, in accordance with general industry standards and best practices and submission of an invoice to the City, shall be considered the Council’s request for payment according to the project milestone schedule contained in Attachment “A”. The City shall pay the Council within thirty (30) days of receipt of an invoice.

SECTION 12. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in St. Lucie County, Florida.

SECTION 13. ATTORNEY’S FEES

Any costs or expense (including reasonable attorney’s fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the Parties to this Agreement.

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the City or the Council.

SECTION 15. FILING

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

SECTION 16. EQUAL OPPORTUNITY PROVISION

The City and the Council agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out in the performance of the Agreement.

SECTION 17. PUBLIC RECORDS

In performing services pursuant to this Agreement, the Council shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the Council shall:

- A. Keep and maintain public records required by the City to perform this service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Council does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Council or keep and maintain public records required by the City to perform the services. If the Council transfers all public records to the City upon

completion of the Agreement, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the Agreement, the Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK LINDA COX, RECORDS CUSTODIAN FOR THE CITY, AT: (772) 467-3065; LCOX@CITYOFFTPIERCE.COM; OR 100 NORTH U.S. HIGHWAY 1, FORT PIERCE, FL 34950.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

City of Fort Pierce

ATTEST:

By: _____
Nick Mimms, P.E.
City Manager

By: _____
Linda Hudson
Mayor

Approved as to form:

By: _____
Pete Sweeney
City Attorney

Treasure Coast Regional Planning Council

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form:

By: _____
Keith W. Davis
General Counsel

ATTACHMENT A

SCOPE OF SERVICES

WASTEWATER TREATMENT PLANT RELOCATION INTERLOCAL AGREEMENT FOR THE CITY OF FORT PIERCE AND THE FORT PIERCE UTILITIES AUTHORITY

SEPTEMBER 8, 2021

PROJECT DESCRIPTION:

The City of Fort Pierce (City) and the Treasure Coast Regional Planning Council (TCRPC) seek to develop an Interlocal Agreement (ILA) between the City and the Fort Pierce Utilities Authority (FPUA) addressing roles, responsibilities, procedures, expenses, and revenues from the relocation of the Wastewater Treatment Plant (WWTP).

The key elements of the project shall include:

- Due diligence review of City and FPUA background documents
- Determination of legal basis for WWTP relocation, including roles, responsibilities, procedures, and revenue distribution for City and FPUA
- Stakeholder interviews with officials and staff from the City and FPUA and others as appropriate
- Development of a summary ILA “term sheet” and draft and final City/FPUA ILA addressing key components of a potential WWTP relocation
- Facilitation of workshops and public presentations to the City and FPUA for consideration of the ILA

SCOPE OF SERVICES:

Task 1: Kickoff and Due Diligence

TASKS 1.1 & 1.2: City Staff Meeting #1 & FPUA Staff Meeting #1: Project Kickoff

TCRPC will facilitate all project coordination meetings needed for project development and stakeholder participation. The project coordination meetings will ensure clarity and consistency among all team members of the project mission and goals.

Project kickoff meetings (City Staff Meeting #1 and FPUA Staff Meeting #1) will be scheduled with respective staff in the first month following execution of the interlocal agreement. The purpose of these meetings will be to clarify project schedule, receive background documents, and review prior discussions and presentations related to the potential relocation of the WWTP. TCRPC will be responsible for kickoff meeting logistics, agendas, facilitation, and meeting notes. Additional staff coordination meetings will be conducted in a similar manner throughout the project schedule as noted herein.

TASK 1.3: Review of City/FPUA Background Documents

TCRPC will review background documents related to the WTP, including:

- City Comprehensive Plan and Land Development Regulations (LDR)
- City of Fort Pierce 2021 Strategic Plan
- FPUA Master Plan
- Wastewater Treatment Plant Relocation Feasibility Studies
- Property Deeds & Ownership Documents
- Relocation Proposals & Letters of Interest (e.g., Aqualia, Gulfstream Building Group)
- Other City and FPUA documents as identified by staff

TASK 1.4: Determination of Legal Basis for Potential Relocation

TCRPC will review Florida Statutes and other regulatory documents as appropriate to determine the legal basis for the potential relocation of the WWTP, including the roles, responsibilities, procedures, and revenue distribution assigned to the City and FPUA. To further inform this determination, interviews with peer utility authorities and the Public Service Commission will be conducted.

TASK 1.5: Due Diligence Summary Memorandum

TCRPC will synthesize the preliminary observations and findings derived through the due diligence and legal review into a Due Diligence Summary Memorandum.

TASKS 1.6 & 1.7: City Staff Meeting #2 & FPUA Staff Meeting #2: Review of Due Diligence

Following completion of the Due Diligence Summary Memorandum, project review meetings will be scheduled with respective staff (City Staff Meeting #2 and FPUA Staff Meeting #2). The purpose of these meetings will be to provide an overview of the due diligence preliminary observations, findings, determination of legal basis for relocation, and identify additional issues needing clarification. The memorandum will be revised as appropriate for final distribution to the City and FPUA.

Task 2: Public Engagement and Interlocal Agreement

TASK 2.1: Stakeholder and Background Interviews

To help inform the project, the TCRPC team will conduct series of individual stakeholder interviews with City and FPUA staff, City Commissioners, and FPUA Board members along with St. Lucie County staff. The purpose of the interviews will be to further clarify City and FPUA priorities and expectations as related to the potential relocation of the WTP. Additionally, to help inform issues to be addressed in the ILA, additional background interviews will be conducted with St. Lucie County staff and private sector entities formally expressing interest in relocating the WTP (e.g., Aqualia, Gulfstream Building Group). TCRPC will be responsible for meeting logistics, agendas, and facilitation.

TASK 2.2: Draft City/FPUA ILA “Term Sheet”

Based on input derived through due diligence and interviews, TCRPC will develop a Draft City/FPUA ILA "Term Sheet" detailing points of consensus and disagreement regarding various components of potential WWTP relocation (e.g., roles, responsibilities, priorities, procedures, revenues).

TASK 2.3: Joint Staff Meeting # 1: Review of Draft ILA “Term Sheet”

Following completion of the Draft ILA Term Sheet, a joint meeting will be scheduled with City and FPUA staff. The purpose of this meeting will be to review and further clarify the points of consensus among the various components of potential WWTP relocation. Based on the meeting outcomes, TCRPC will revise the Draft ILA Term Sheet for distribution to the City Commission and FPUA Board.

TASKS 2.4 & 2.5: City Commission Meeting # 1 and FPUA Board Meeting #1 (Review of Draft ILA Term Sheet)

TCRPC will facilitate separate meetings of the City Commission and FPUA Board regarding the Draft ILA Term Sheet (City Commission Meeting #1; FPUA Board Meeting #1). The purpose of these meetings will be to provide an overview of the due diligence, including the preliminary observations, findings, and legal basis for relocation, and to further clarify and inform the points of consensus regarding the various components of WTP relocation. TCRPC will be responsible for the meeting agenda, presentation materials, and facilitation. The City and FPUA will provide respective meeting venues, public notice, recordings of meetings, and meeting minutes as required by each entity.

TASK 2.6: Draft City/FPUA ILA

Based on input received in the City Commission and FPUA meetings, TCRPC will develop a Draft City/FPUA ILA addressing the various components of the potential WTP relocation, including the roles, responsibilities, priorities, procedures, and revenue distribution attributable to the City and FPUA.

TASK 2.7: Joint Staff Meeting # 2: Review of Draft ILA

Following completion of the Draft ILA, a joint meeting will be scheduled with City and FPUA staff (Joint Staff Meeting # 2). The purpose of this meeting will be to review and refine the Draft ILA as appropriate for presentation at a joint meeting of the City Commission and FPUA Board. Based on the meeting outcomes, TCRPC will revise the Draft ILA for distribution to the City Commission and FPUA Board.

TASK 2.8: Joint City/FPUA Meeting # 1 (Public Workshop): Presentation of Draft ILA

Following completion of the Draft ILA, TCRPC will facilitate a joint City/FPUA public workshop. The purpose of this workshop will be to present the Draft ILA for discussion by the City Commission and FPUA Board. TCRPC will be responsible for the meeting agenda,

presentation materials, documents, and facilitation. The City and FPUA will provide public notice pursuant to their respective requirements. The City will provide a meeting venue, recording of meeting, and meeting minutes.

TASK 2.9: Final City/FPUA ILA

Based on input received in the joint City/FPUA workshop, TCRPC will develop a Final City/FPUA ILA addressing the various components of the potential WWTP relocation, including the roles, responsibilities, priorities, procedures, and revenue distribution attributable to the City and FPUA.

TASK 2.10: Joint City/FPUA Meeting # 1 (Public Hearing): Presentation of Final ILA

Following completion of the Final ILA, TCRPC will facilitate a joint City/FPUA public hearing. The purpose of this hearing will be to present the Final ILA for approval by the City Commission and FPUA Board. TCRPC will be responsible for the meeting agenda, presentation materials, documents, and facilitation. The City and FPUA will provide public notice pursuant to their respective requirements. The City will provide a meeting venue, recording of meeting, and meeting minutes.

DELIVERABLES:

TCRPC shall provide the City with the following deliverables as final work products:

TASK 1

- 1.a Facilitation of Staff Meetings, including meeting agendas, sign-in sheets, and meeting notes
- 1.b Due Diligence Summary Memorandum

TASK 2

- 2.a Facilitation of Stakeholder and Background Interviews
- 2.b Facilitation of Staff Meetings, including meeting agendas, sign-in sheets, and meeting notes
- 2.c Facilitation of Public Workshops and Hearing, including agendas, presentation materials, and documents for distribution
- 2.d Interlocal Agreement Term Sheet (DRAFT and FINAL)
- 2.e Interlocal Agreement (DRAFT and FINAL)

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of **\$51,700.00 (Fifty One Thousand Seven Hundred Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred and Zero Cents) per hour.

Items to be provided by the City are listed in Attachment C.

| PROJECT MILESTONE | % | PYMT AMT |
|---|----------|-----------------|
| Upon Execution of this Agreement | 20% | \$10,340.00 |
| Task 1 Due Diligence Summary Memorandum | 40% | \$20,680.00 |
| Task 2.6 Draft Interlocal Agreement | 30% | \$15,510.00 |
| Task 2.10 Joint City / FPUA Meeting #2 | 10% | \$5,170.00 |
| TOTAL | 100% | \$51,700.00 |

ANTICIPATED SCHEDULE:

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in September 2021, is included as Attachment B.

ATTACHMENT B

ANTICIPATED PROJECT SCHEDULE

| PROJECT TASKS | | DETAIL | 2021 | | | | 2022 | |
|--|--|---|------|-----|-----|-----|------|-----|
| | | | SEP | OCT | NOV | DEC | JAN | FEB |
| 1 Due Diligence & Background Assessment | | | | | | | | |
| 1.1 | City Staff Meeting # 1 - Project Kick-off | Confirm schedule & logistics; confirm stakeholder interviewees; review prior Wastewater Treatment Plant (WWTP) relocation materials and proposals; receive City documents | | | | | | |
| 1.2 | FPUA Staff Meeting # 1 - Project Kick-off | Confirm schedule & logistics; confirm stakeholder interviewees; review prior WWTP relocation materials; receive FPUA documents | | | | | | |
| 1.3 | Review City & FPUA Plans and Documents | <ul style="list-style-type: none"> * City Charter, Comprehensive Plan, Land Development Regulations * City of Fort Pierce 2021 Strategic Plan * Utility Master Plan * Relocation Proposals & Letters of Interest (e.g., Aqualia, Gulfstream Building Group) * Property Deeds & Ownership Documents * Other City/FPUA documents as identified by staff | | | | | | |
| 1.4 | Determine Legal Basis | Utilize TCRPC legal expertise to determine roles and responsibilities of City & FPUA regarding potential WWTP relocation (e.g., lead entity, roles of parties, areas of responsibility, revenues); further inform through interviews with peer utility authorities & Public Service Commission | | | | | | |
| 1.5 | Due Diligence Summary Memo | Develop summary memo regarding due diligence preliminary observations & findings including legal basis for WWTP relocation | | | | | | |
| 1.6 | City Staff Meeting # 2 - Review of Due Diligence | Review preliminary observations & findings | | | | | | |
| 1.7 | FPUA Staff Meeting # 2 - Review of Due Diligence | Review preliminary observations & findings | | | | | | |

ATTACHMENT B

ANTICIPATED PROJECT SCHEDULE (CONT'D)

| PROJECT TASKS | | DETAIL | 2021 | | | | 2022 | |
|---|--|---|------|-----|-----|-----|------|-----|
| | | | SEP | OCT | NOV | DEC | JAN | FEB |
| 2 Public Engagement & Interlocal Agreement | | | | | | | | |
| 2.1 | Stakeholder and Background Interviews | Conduct interviews to determine expectations, data gaps & priorities. Interviewees to include Commissioners & staff for City & FPUA, St. Lucie County, private proposers (e.g., Aqualia, Gulfstream Building Group) | | | | | | |
| 2.2 | DRAFT Interlocal Agreement (ILA) "Term Sheet" | Develop DRAFT City/FPUA ILA "term sheet" detailing points of consensus and disagreement regarding components of potential WWTP relocation (e.g., roles, responsibilities, priorities, procedures, revenues); provide to City & FPUA staff for review; revise as appropriate | | | | | | |
| 2.3 | Joint Staff Meeting # 1 - Review of DRAFT ILA Term Sheet | Review of DRAFT ILA Term Sheet; revise as appropriate | | | | | | |
| 2.4 | City Commission Meeting # 1 (Workshop): Review of DRAFT ILA Term Sheet | Present DRAFT ILA Term Sheet for City Commission discussion to further clarify and develop points of consensus regarding components of potential WWTP relocation | | | * | | | |
| 2.5 | FPUA Board Meeting # 1 (Workshop): Review of DRAFT ILA Term Sheet | Present DRAFT ILA Term Sheet for FPUA Board discussion to further clarify and develop points of consensus regarding components of potential WWTP relocation | | | | | | |
| 2.6 | Develop DRAFT ILA | Develop DRAFT City/FPUA ILA addressing components of potential WWTP relocation | | | | | | |
| 2.7 | Joint Staff Meeting # 2 - Review of DRAFT ILA | Review of DRAFT ILA; revise as appropriate | | | | | | |
| 2.8 | Joint City/FPUA Meeting # 2 (Public Hearing): Presentation of DRAFT ILA | Facilitate joint City/FPUA workshop to review DRAFT City/FPUA ILA | | | | | * | |
| 2.9 | Develop FINAL ILA | Develop FINAL City/FPUA ILA addressing components of potential WWTP relocation | | | | | | |
| 2.10 | City/FPUA Joint Meeting #3 (Public Hearing): Presentation of FINAL ILA | Present FINAL City/FPUA ILA in a joint City/FPUA public meeting for consideration of approval by each entity | | | | | | * |

* Denotes public meeting

ATTACHMENT C

CITY TO PROVIDE

BACKGROUND DOCUMENTATION:

- The City shall provide all required background documentation for review including the City Comprehensive Plan, Land Development Regulations, and City Charter as well as relevant background documentation in its possession related to the Fort Pierce Utilities Authority and prior analyses related to the relocation of the Water Treatment Plant.

GENERAL:

- **Public Workshop and Hearing Venues.** The City shall provide an appropriate location for the public meetings and workshops.
- **Public Notice, Advertising and Recording Costs.** All costs associated with public notice, advertising, and recording of meetings shall be the responsibility of the City.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FORT PIERCE
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR DEVELOPMENT OF AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FORT PIERCE
AND THE FORT PIERCE UTILITIES AUTHORITY**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2021 by and between the City of Fort Pierce (herein referred to as “the City”) and the Treasure Coast Regional Planning Council (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Council is permitted to provide services to the City as the Council is established by the State of Florida and considered a public agency in accordance with state law; and

WHEREAS, the City Commission of the City of Fort Pierce, Florida, has determined that development of an Interlocal Agreement between the City and the Fort Pierce Utilities

Authority (FPUA) for relocation of the Wastewater Treatment Plan to be in the best interests of the residents and businesses of the City of Fort Pierce; and

WHEREAS, the City of Fort Pierce and the Council desire to enter into this Agreement to develop an Interlocal Agreement between the City and the FPUA facilitating relocation of the Wastewater Treatment Plant.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the City with the development of an Interlocal Agreement between the City and the FPUA addressing roles, responsibilities, procedures, and revenues in relocation of the Wastewater Treatment Plant.
- B. The City and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the City Commission of the City of Fort Pierce and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the City of Fort Pierce and the Treasure Coast Regional Planning Council, and the filing of a certified copy hereof with the Clerk of the Circuit Court of St. Lucie County, Florida.

SECTION 3. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.
- B. The Council shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the City.

- C. The City and the Council agree to be governed by applicable State and Federal laws, rules, and regulations.
- D. Modifications of this Agreement may be requested by either party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each party, and attached to the original Agreement.
- E. The City agrees to:
 - 1. Assist in the development of documents necessary to create the Interlocal Agreement;
 - 2. Provide all necessary public notice as required by Florida Statutes;
 - 3. Provide venues for all public workshops and meetings; and
 - 4. Process all requests for reimbursement in a timely manner.

SECTION 4. RECORD KEEPING

- A. All records submitted by the Council shall be kept for three (3) years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

SECTION 5. TERMINATION

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The City shall be obligated to pay the Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 6. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 7. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

SECTION 8. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 9. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto in accordance with Section 3.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For Fort Pierce:

Nick Mimms, P.E., City Manager
City of Fort Pierce

100 North U.S. Highway 1
Fort Pierce, FL 34950

For the Council:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 11. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the Scope of Services as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the City agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment “A”, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, in accordance with general industry standards and best practices and submission of an invoice to the City, shall be considered the Council’s request for payment according to the project milestone schedule contained in Attachment “A”. The City shall pay the Council within thirty (30) days of receipt of an invoice.

SECTION 12. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in St. Lucie County, Florida.

SECTION 13. ATTORNEY’S FEES

Any costs or expense (including reasonable attorney’s fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the Parties to this Agreement.

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the City or the Council.

SECTION 15. FILING

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

SECTION 16. EQUAL OPPORTUNITY PROVISION

The City and the Council agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out in the performance of the Agreement.

SECTION 17. PUBLIC RECORDS

In performing services pursuant to this Agreement, the Council shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the Council shall:

- A. Keep and maintain public records required by the City to perform this service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Council does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Council or keep and maintain public records required by the City to perform the services. If the Council transfers all public records to the City upon

completion of the Agreement, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the Agreement, the Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK LINDA COX, RECORDS CUSTODIAN FOR THE CITY, AT: (772) 467-3065; LCOX@CITYOFFTPIERCE.COM; OR 100 NORTH U.S. HIGHWAY 1, FORT PIERCE, FL 34950.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

City of Fort Pierce

ATTEST:

By: _____
Nick Mimms, P.E.
City Manager

By: _____
Linda Hudson
Mayor

Approved as to form:

By: _____
Pete Sweeney
City Attorney

Treasure Coast Regional Planning Council

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form:

By: _____
Keith W. Davis
General Counsel

ATTACHMENT A

SCOPE OF SERVICES

WASTEWATER TREATMENT PLANT RELOCATION INTERLOCAL AGREEMENT FOR THE CITY OF FORT PIERCE AND THE FORT PIERCE UTILITIES AUTHORITY

SEPTEMBER 8, 2021

PROJECT DESCRIPTION:

The City of Fort Pierce (City) and the Treasure Coast Regional Planning Council (TCRPC) seek to develop an Interlocal Agreement (ILA) between the City and the Fort Pierce Utilities Authority (FPUA) addressing roles, responsibilities, procedures, expenses, and revenues from the relocation of the Wastewater Treatment Plant (WWTP).

The key elements of the project shall include:

- Due diligence review of City and FPUA background documents
- Determination of legal basis for WWTP relocation, including roles, responsibilities, procedures, and revenue distribution for City and FPUA
- Stakeholder interviews with officials and staff from the City and FPUA and others as appropriate
- Development of a summary ILA “term sheet” and draft and final City/FPUA ILA addressing key components of a potential WWTP relocation
- Facilitation of workshops and public presentations to the City and FPUA for consideration of the ILA

SCOPE OF SERVICES:

Task 1: Kickoff and Due Diligence

TASKS 1.1 & 1.2: City Staff Meeting #1 & FPUA Staff Meeting #1: Project Kickoff

TCRPC will facilitate all project coordination meetings needed for project development and stakeholder participation. The project coordination meetings will ensure clarity and consistency among all team members of the project mission and goals.

Project kickoff meetings (City Staff Meeting #1 and FPUA Staff Meeting #1) will be scheduled with respective staff in the first month following execution of the interlocal agreement. The purpose of these meetings will be to clarify project schedule, receive background documents, and review prior discussions and presentations related to the potential relocation of the WWTP. TCRPC will be responsible for kickoff meeting logistics, agendas, facilitation, and meeting notes. Additional staff coordination meetings will be conducted in a similar manner throughout the project schedule as noted herein.

TASK 1.3: Review of City/FPUA Background Documents

TCRPC will review background documents related to the WTP, including:

- City Comprehensive Plan and Land Development Regulations (LDR)
- City of Fort Pierce 2021 Strategic Plan
- FPUA Master Plan
- Wastewater Treatment Plant Relocation Feasibility Studies
- Property Deeds & Ownership Documents
- Relocation Proposals & Letters of Interest (e.g., Aqualia, Gulfstream Building Group)
- Other City and FPUA documents as identified by staff

TASK 1.4: Determination of Legal Basis for Potential Relocation

TCRPC will review Florida Statutes and other regulatory documents as appropriate to determine the legal basis for the potential relocation of the WWTP, including the roles, responsibilities, procedures, and revenue distribution assigned to the City and FPUA. To further inform this determination, interviews with peer utility authorities and the Public Service Commission will be conducted.

TASK 1.5: Due Diligence Summary Memorandum

TCRPC will synthesize the preliminary observations and findings derived through the due diligence and legal review into a Due Diligence Summary Memorandum.

TASKS 1.6 & 1.7: City Staff Meeting #2 & FPUA Staff Meeting #2: Review of Due Diligence

Following completion of the Due Diligence Summary Memorandum, project review meetings will be scheduled with respective staff (City Staff Meeting #2 and FPUA Staff Meeting #2). The purpose of these meetings will be to provide an overview of the due diligence preliminary observations, findings, determination of legal basis for relocation, and identify additional issues needing clarification. The memorandum will be revised as appropriate for final distribution to the City and FPUA.

Task 2: Public Engagement and Interlocal Agreement

TASK 2.1: Stakeholder and Background Interviews

To help inform the project, the TCRPC team will conduct series of individual stakeholder interviews with City and FPUA staff, City Commissioners, and FPUA Board members along with St. Lucie County staff. The purpose of the interviews will be to further clarify City and FPUA priorities and expectations as related to the potential relocation of the WTP. Additionally, to help inform issues to be addressed in the ILA, additional background interviews will be conducted with St. Lucie County staff and private sector entities formally expressing interest in relocating the WTP (e.g., Aqualia, Gulfstream Building Group). TCRPC will be responsible for meeting logistics, agendas, and facilitation.

TASK 2.2: Draft City/FPUA ILA “Term Sheet”

Based on input derived through due diligence and interviews, TCRPC will develop a Draft City/FPUA ILA "Term Sheet" detailing points of consensus and disagreement regarding various components of potential WWTP relocation (e.g., roles, responsibilities, priorities, procedures, revenues).

TASK 2.3: Joint Staff Meeting # 1: Review of Draft ILA “Term Sheet”

Following completion of the Draft ILA Term Sheet, a joint meeting will be scheduled with City and FPUA staff. The purpose of this meeting will be to review and further clarify the points of consensus among the various components of potential WWTP relocation. Based on the meeting outcomes, TCRPC will revise the Draft ILA Term Sheet for distribution to the City Commission and FPUA Board.

TASKS 2.4 & 2.5: City Commission Meeting # 1 and FPUA Board Meeting #1 (Review of Draft ILA Term Sheet)

TCRPC will facilitate separate meetings of the City Commission and FPUA Board regarding the Draft ILA Term Sheet (City Commission Meeting #1; FPUA Board Meeting #1). The purpose of these meetings will be to provide an overview of the due diligence, including the preliminary observations, findings, and legal basis for relocation, and to further clarify and inform the points of consensus regarding the various components of WTP relocation. TCRPC will be responsible for the meeting agenda, presentation materials, and facilitation. The City and FPUA will provide respective meeting venues, public notice, recordings of meetings, and meeting minutes as required by each entity.

TASK 2.6: Draft City/FPUA ILA

Based on input received in the City Commission and FPUA meetings, TCRPC will develop a Draft City/FPUA ILA addressing the various components of the potential WTP relocation, including the roles, responsibilities, priorities, procedures, and revenue distribution attributable to the City and FPUA.

TASK 2.7: Joint Staff Meeting # 2: Review of Draft ILA

Following completion of the Draft ILA, a joint meeting will be scheduled with City and FPUA staff (Joint Staff Meeting # 2). The purpose of this meeting will be to review and refine the Draft ILA as appropriate for presentation at a joint meeting of the City Commission and FPUA Board. Based on the meeting outcomes, TCRPC will revise the Draft ILA for distribution to the City Commission and FPUA Board.

TASK 2.8: Joint City/FPUA Meeting # 1 (Public Workshop): Presentation of Draft ILA

Following completion of the Draft ILA, TCRPC will facilitate a joint City/FPUA public workshop. The purpose of this workshop will be to present the Draft ILA for discussion by the City Commission and FPUA Board. TCRPC will be responsible for the meeting agenda,

presentation materials, documents, and facilitation. The City and FPUA will provide public notice pursuant to their respective requirements. The City will provide a meeting venue, recording of meeting, and meeting minutes.

TASK 2.9: Final City/FPUA ILA

Based on input received in the joint City/FPUA workshop, TCRPC will develop a Final City/FPUA ILA addressing the various components of the potential WWTP relocation, including the roles, responsibilities, priorities, procedures, and revenue distribution attributable to the City and FPUA.

TASK 2.10: Joint City/FPUA Meeting # 1 (Public Hearing): Presentation of Final ILA

Following completion of the Final ILA, TCRPC will facilitate a joint City/FPUA public hearing. The purpose of this hearing will be to present the Final ILA for approval by the City Commission and FPUA Board. TCRPC will be responsible for the meeting agenda, presentation materials, documents, and facilitation. The City and FPUA will provide public notice pursuant to their respective requirements. The City will provide a meeting venue, recording of meeting, and meeting minutes.

DELIVERABLES:

TCRPC shall provide the City with the following deliverables as final work products:

TASK 1

- 1.a Facilitation of Staff Meetings, including meeting agendas, sign-in sheets, and meeting notes
- 1.b Due Diligence Summary Memorandum

TASK 2

- 2.a Facilitation of Stakeholder and Background Interviews
- 2.b Facilitation of Staff Meetings, including meeting agendas, sign-in sheets, and meeting notes
- 2.c Facilitation of Public Workshops and Hearing, including agendas, presentation materials, and documents for distribution
- 2.d Interlocal Agreement Term Sheet (DRAFT and FINAL)
- 2.e Interlocal Agreement (DRAFT and FINAL)

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of **\$51,700.00 (Fifty One Thousand Seven Hundred Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred and Zero Cents) per hour.

Items to be provided by the City are listed in Attachment C.

| PROJECT MILESTONE | % | PYMT AMT |
|---|----------|-----------------|
| Upon Execution of this Agreement | 20% | \$10,340.00 |
| Task 1 Due Diligence Summary Memorandum | 40% | \$20,680.00 |
| Task 2.6 Draft Interlocal Agreement | 30% | \$15,510.00 |
| Task 2.10 Joint City / FPUA Meeting #2 | 10% | \$5,170.00 |
| TOTAL | 100% | \$51,700.00 |

ANTICIPATED SCHEDULE:

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in September 2021, is included as Attachment B.

ATTACHMENT B

ANTICIPATED PROJECT SCHEDULE

| PROJECT TASKS | | DETAIL | 2021 | | | | 2022 | |
|--|--|---|------|-----|-----|-----|------|-----|
| | | | SEP | OCT | NOV | DEC | JAN | FEB |
| 1 Due Diligence & Background Assessment | | | | | | | | |
| 1.1 | City Staff Meeting # 1 - Project Kick-off | Confirm schedule & logistics; confirm stakeholder interviewees; review prior Wastewater Treatment Plant (WWTP) relocation materials and proposals; receive City documents | | | | | | |
| 1.2 | FPUA Staff Meeting # 1 - Project Kick-off | Confirm schedule & logistics; confirm stakeholder interviewees; review prior WWTP relocation materials; receive FPUA documents | | | | | | |
| 1.3 | Review City & FPUA Plans and Documents | <ul style="list-style-type: none"> * City Charter, Comprehensive Plan, Land Development Regulations * City of Fort Pierce 2021 Strategic Plan * Utility Master Plan * Relocation Proposals & Letters of Interest (e.g., Aqualia, Gulfstream Building Group) * Property Deeds & Ownership Documents * Other City/FPUA documents as identified by staff | | | | | | |
| 1.4 | Determine Legal Basis | Utilize TCRPC legal expertise to determine roles and responsibilities of City & FPUA regarding potential WWTP relocation (e.g., lead entity, roles of parties, areas of responsibility, revenues); further inform through interviews with peer utility authorities & Public Service Commission | | | | | | |
| 1.5 | Due Diligence Summary Memo | Develop summary memo regarding due diligence preliminary observations & findings including legal basis for WWTP relocation | | | | | | |
| 1.6 | City Staff Meeting # 2 - Review of Due Diligence | Review preliminary observations & findings | | | | | | |
| 1.7 | FPUA Staff Meeting # 2 - Review of Due Diligence | Review preliminary observations & findings | | | | | | |

ATTACHMENT B

ANTICIPATED PROJECT SCHEDULE (CONT'D)

| PROJECT TASKS | | DETAIL | 2021 | | | | 2022 | |
|---|--|---|------|-----|-----|-----|------|-----|
| | | | SEP | OCT | NOV | DEC | JAN | FEB |
| 2 Public Engagement & Interlocal Agreement | | | | | | | | |
| 2.1 | Stakeholder and Background Interviews | Conduct interviews to determine expectations, data gaps & priorities. Interviewees to include Commissioners & staff for City & FPUA, St. Lucie County, private proposers (e.g., Aqualia, Gulfstream Building Group) | | | | | | |
| 2.2 | DRAFT Interlocal Agreement (ILA) "Term Sheet" | Develop DRAFT City/FPUA ILA "term sheet" detailing points of consensus and disagreement regarding components of potential WWTP relocation (e.g., roles, responsibilities, priorities, procedures, revenues); provide to City & FPUA staff for review; revise as appropriate | | | | | | |
| 2.3 | Joint Staff Meeting # 1 - Review of DRAFT ILA Term Sheet | Review of DRAFT ILA Term Sheet; revise as appropriate | | | | | | |
| 2.4 | City Commission Meeting # 1 (Workshop): Review of DRAFT ILA Term Sheet | Present DRAFT ILA Term Sheet for City Commission discussion to further clarify and develop points of consensus regarding components of potential WWTP relocation | | | * | | | |
| 2.5 | FPUA Board Meeting # 1 (Workshop): Review of DRAFT ILA Term Sheet | Present DRAFT ILA Term Sheet for FPUA Board discussion to further clarify and develop points of consensus regarding components of potential WWTP relocation | | | | | | |
| 2.6 | Develop DRAFT ILA | Develop DRAFT City/FPUA ILA addressing components of potential WWTP relocation | | | | | | |
| 2.7 | Joint Staff Meeting # 2 - Review of DRAFT ILA | Review of DRAFT ILA; revise as appropriate | | | | | | |
| 2.8 | Joint City/FPUA Meeting # 2 (Public Hearing): Presentation of DRAFT ILA | Facilitate joint City/FPUA workshop to review DRAFT City/FPUA ILA | | | | | * | |
| 2.9 | Develop FINAL ILA | Develop FINAL City/FPUA ILA addressing components of potential WWTP relocation | | | | | | |
| 2.10 | City/FPUA Joint Meeting #3 (Public Hearing): Presentation of FINAL ILA | Present FINAL City/FPUA ILA in a joint City/FPUA public meeting for consideration of approval by each entity | | | | | | * |

* Denotes public meeting

ATTACHMENT C

CITY TO PROVIDE

BACKGROUND DOCUMENTATION:

- The City shall provide all required background documentation for review including the City Comprehensive Plan, Land Development Regulations, and City Charter as well as relevant background documentation in its possession related to the Fort Pierce Utilities Authority and prior analyses related to the relocation of the Water Treatment Plant.

GENERAL:

- **Public Workshop and Hearing Venues.** The City shall provide an appropriate location for the public meetings and workshops.
- **Public Notice, Advertising and Recording Costs.** All costs associated with public notice, advertising, and recording of meetings shall be the responsibility of the City.



City of Fort Pierce TCRPC Planning Tasks Update

TREASURE COAST
REGIONAL PLANNING
COUNCIL

SEPTEMBER 13, 2021

TCRPC - Task One: City of Fort Pierce / Fort Pierce Utilities Authority Interlocal Agreement

- * Roles of City & FPUA
- * Disposition Process
- * Revenue Distribution
- * Other Issues as Needed



Recommended ILA Approach

| TASK | DETAIL | TIMEFRAME |
|--|---|-------------------|
| DUE DILIGENCE & BACKGROUND ASSESSMENT | <ul style="list-style-type: none">• Review City & FPUA Documents<ul style="list-style-type: none">• Comprehensive Plan, City Charter, Florida Statutes• WTP Relocation Study, relocation proposals• Conduct Legal Assessment & Peer Review• Develop Due Diligence Summary Memo | Sept/Nov 2021 |
| COMMISSION & BOARD OUTREACH | <ul style="list-style-type: none">• Interviews with Commissioners & FPUA Board Members• Develop ILA “Term Sheet”• Joint City/FPUA staff review | Nov 2021 |
| ILA PUBLIC MEETINGS | <ul style="list-style-type: none">• Joint City/FPUA Workshop: Presentation of ILA Term Sheet• Revise with staff input• Develop City/FPUA ILA• Joint City/FPUA Public Hearing: Presentation of ILA | Dec 2021/Feb 2022 |

TCRPC - Task Two: South Beach & Western Peninsula Comprehensive Plan & Zoning Updates

- * Citizen's Plan 2014
- * Port Master Plan
- * WTP Site

Towards A Destination

*A Community's Vision for the Relocation of the
Fort Pierce Waste Water Treatment Plant*





FORT PIERCE 2021 STRATEGIC PLAN

FORT PIERCE Strategic Plan 2021 Goals



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| GOAL 3: Police Retention and Compensation | 3 |
| GOAL 4: City Commission Districts/Re-Districting and Compensation: Direction | 4 |
| GOAL 5: Emergency Services Building/Emergency Operations Center: Direction | 5 |
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FORT PIERCE Strategic Plan 2021 Goals



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FORT PIERCE 2021 STRATEGIC PLAN

FORT PIERCE Strategic Plan 2021 Goals



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FORT PIERCE Strategic Plan 2021 Goals



ENGAGING OUR COMMUNITY

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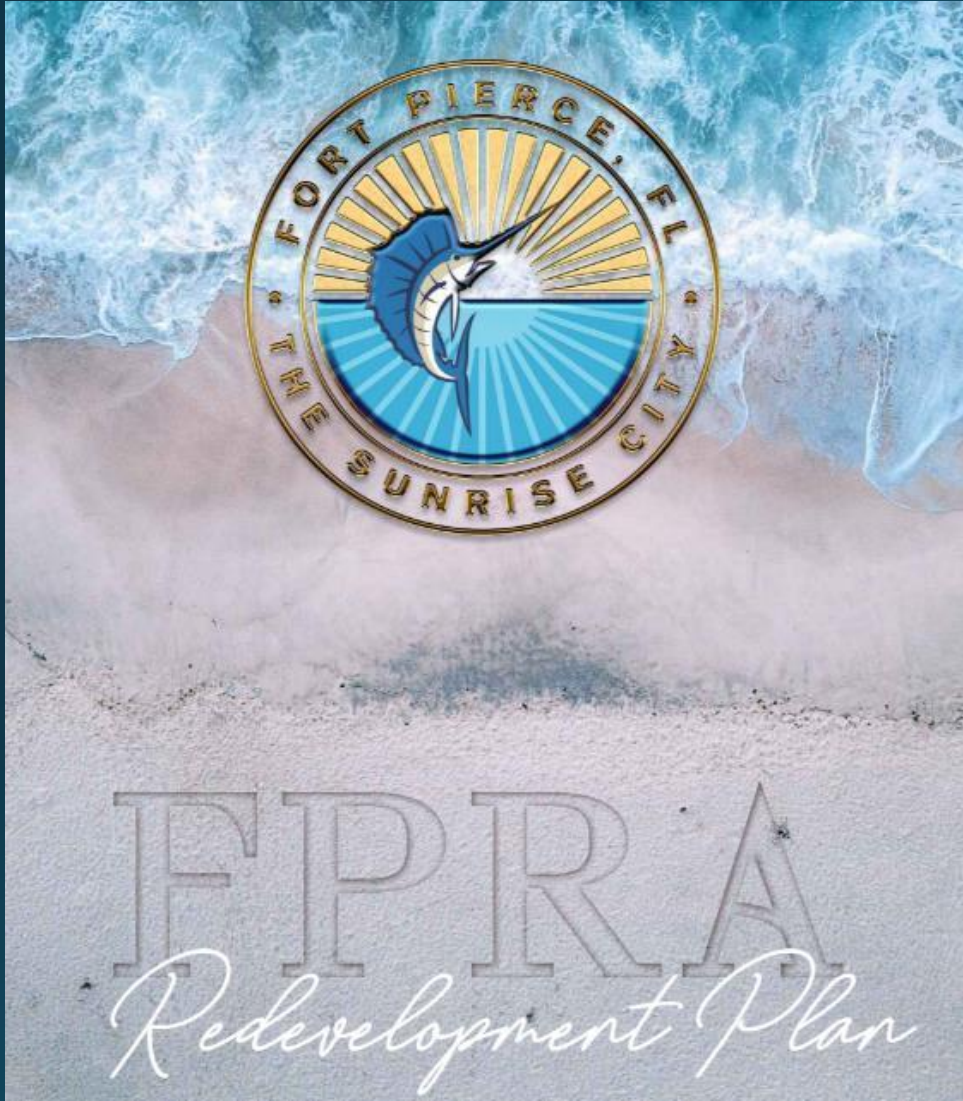
BEAUTIFYING OUR COMMUNITY

| | |
|---|----|
| GOAL 1: Entrances/Gateways/Community Beautification Plan: Direction and Funding | 31 |
| GOAL 2: Code Enforcement/Compliance: Performance Audit, Report with Findings | 32 |
| GOAL 3: Foreclosures Program/Process: Improvements | 32 |
| GOAL 4: Highwaymen Museum Development: Update Report and City Actions | 33 |
| GOAL 5: Wayfinding Signage: Upgraded Design | 34 |
| GOAL 6: Mural Projects: 2021 Completion of 2: Direction | 35 |

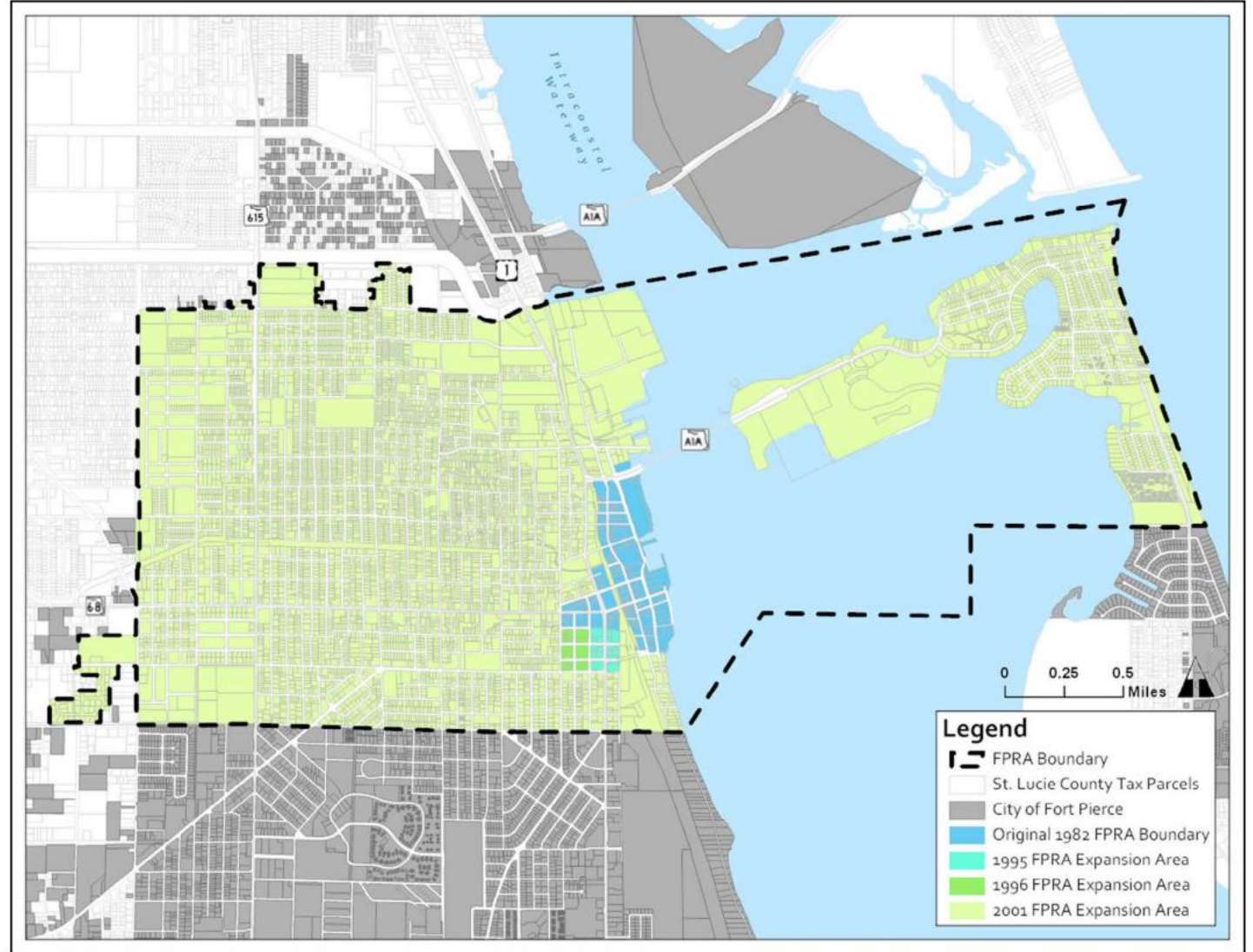
ENJOYING OUR COMMUNITY

| | |
|---|----|
| GOAL 1: Mental Health Strategy and City Actions: Problem Analysis, Partner Provider | 36 |
| GOAL 2: Parks and Playground Upgrade: Report with Options and Recommendations | 37 |
| GOAL 3: Seaplane/Shuffleboard Area: Directions and Actions | 38 |
| GOAL 4: Crime Reduction Action Plan: Update Report, Problems Analysis, Best Practices | 39 |
| GOAL 5: Sunrise Theatre Plan for 2021: Direction and Actions | 39 |
| GOAL 6: Smart City Initiative (Kiosks) Development: Direction and Actions | 40 |
| GOAL 7: Lincoln Theater Restoration Plan/Program Development: Update Report | 41 |
| GOAL 8: Porpoise Park Design: Funding and Direction | 42 |





Fort Pierce Redevelopment Area Boundary and Subsequent Expansions





FPRA
Redevelopment Plan

RESTORE
NEIGHBORHOODS

FOSTER ARTS
AND CULTURE

FPRA

"RE-SET" THE
ECONOMIC BASE

CONNECT



FPRRA
Redevelopment Plan

ECONOMIC DEVELOPMENT

GOAL

The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.

REGULATORY ENVIRONMENT

GOAL

The Fort Pierce Redevelopment Agency shall coordinate with the City's Planning Department to evaluate current development regulations and identify any potential revisions to applicable regulatory documents deemed necessary to implement the Community Redevelopment Plan.

ILLUSTRATIVE MASTER PLAN



KEY FEATURES

- Port Planning Area (+/- 1,545 AC) [Dashed Blue Line]
- Project Study Area (+/- 255 AC) [Red Line]
- Anticipated Storm Water Requirement Zones [Blue Hatched Box]
- Fisherman's Wharf Redevelopment Zone [Orange Box]
- Fisherman's Wharf Publicly Held Land [Orange Hatched Box]
- Fort Pierce Inlet Navigation Channel [Blue Line]
- Intracoastal Waterway [Dashed Blue Line]

EXISTING

- Safe Harbor Harbortown 1
- Taylor Creek Marina 2
- Cracker Boy Boat Works 3
- Light Industrial Uses 4
(Woods Properties and Inlet Fisheries)
- Derecktor Shipyard 5
- Fort Pierce Marine Terminal (Beyel Brothers) 6
- Lincoln Park Community Park 7

PROPOSED

- Harbour Pointe and Tenant Access Road 8
- Dry Stack Boat Storage 9
- Taylor Creek Public Boat Ramp and Trailer Parking 10
- Harbour Pointe Waterfront Esplanade 11
- Harbour Pointe Public Marina 12
- Reef Restoration Center, Wharf and Dock 13
- East Wharf Berth and Marine Industries Yard(s) 14
- Marine Industries Vessel Slip (Optional) 15
- Yacht MRO and Shipbuilding Areas 16
- Wet Slip Yacht MRO Operational Areas 17
- Shiplift (Syncrolift) and Transfer System 18
- FEC Rail Spur and Related Operations (Optional) 19
- Urban Greenway System Linked to Proposed SUNTrail 20
- Urban Greenway Pedestrian Overpass 21

PORT OF FORT PIERCE
MASTER PLAN

MASTER PLAN & REINVESTMENT STRATEGY

FORM 1 / 2016/2021

Recommended Comp Plan / Overlay Approach

| TASK | DETAIL | TIMEFRAME |
|--|---|--|
| DUE DILIGENCE & BACKGROUND ASSESSMENT | <ul style="list-style-type: none"> Review City Documents – Comprehensive Plan, LDR, FPRA Plan, WTP Relocation – A Community’s Vision 2012 Confirm redevelopment opportunities | 4 th Qtr 2021 |
| PUBLIC OUTREACH | <ul style="list-style-type: none"> Public Stakeholder Meetings (City, County) Community Workshop City Commission Presentations | 1 st Qtr 2022 |
| DISPOSITION/RELOCATION APPROACH | <ul style="list-style-type: none"> Develop ILA Outline for Property Relocation/Disposition <ul style="list-style-type: none"> County-Owned Parcels (WTP would be underway) Presentations to City Commission & County | 1 st Qtr 2022 |
| CITY COMPREHENSIVE PLAN AMENDMENTS | <ul style="list-style-type: none"> Assist with Comprehensive Plan amendments as needed for FPRA Plan consistency and community vision Planning Board & City Commission Hearings State DEO Review & Finalization by City | 1 st Qtr / 2 nd Qtr 2022 |

Begins after City/FPUA Interlocal Agreement Process is Underway



Discussion

FORT PIERCE

Strategic Plan 2021 Goals

DEVELOPING OUR COMMUNITY

GOAL 5: Annexations Strategy and Action Plan: Update Report and Direction

Key Issues

- ▶ Goal: 100-150
- ▶ Pre-Annexation Agreements (200)
- ▶ Link to Development Projects
- ▶ Support for Infill Development
- ▶ City Service Capacity

Milestones

- | | |
|---------------------------|-------|
| 1. Planning Board: Review | 8/21 |
| 2. DECISION: Direction | 10/21 |

Responsibility: Planning Director

July 1, 2021 Update

Presented update on annexation progress to City Commission at 7/12/21 Conference Agenda/Budget Workshop meeting. Planning staff is currently working on a proposal with TCRPC for assistance with the ISBA.



An aerial photograph of a coastal waterway. On the left, a city with many buildings and palm trees is visible. A long, narrow strip of land, possibly a causeway or breakwater, runs from the city towards the center of the waterway. On the right, there is a large, green island with a sandy beach. The water is a deep blue color. The sky is clear and blue.

KIM DELANEY, PH.D.

DIRECTOR OF STRATEGIC DEVELOPMENT & POLICY

TREASURE COAST REGIONAL PLANNING COUNCIL

[KDELANEY@TCRPC.ORG](mailto:kdelaney@tcrpc.org)

772.221.4060

City Commission Conference Agenda

4. c.

Meeting Date: 09/13/2021

Re: Board and Committee Structure

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Board and Committee Structure Overview

Attachments

Overview

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 08/20/2021

Reviewed By

Nick Mimms

Date

08/20/2021 09:15 AM

Started On: 08/13/2021 09:56 AM

| Board/Committee | Organizing Method | Structure | Residency | Length of Term | Term Limits | Attendance | Removal Process for attendance | Excuses Allowed | Financial Reporting |
|--|--|--|--|-------------------------------------|---|---|--|-----------------------------|---------------------|
| Arts and Culture Advisory Board | 17-R22 | 5 individual appointees; 2 by Art Board with Commission affirmation. | City Resident | 2 year term | 2 terms | Cannot miss more than 25% of all | Automatic | Yes, by vote of the Board | no |
| Parks Advisory Committee | 19-R37 | 5 individual appointees; 2 at-large | City Resident | Concurrent; 4-years | none | three (3) consecutive or 2/3 of regular | Automatic | no | no |
| Fort Pierce Youth Council | 19-R43, 20-R10 | 5 individual appointees; 2 at-large | Resident; FP School; attend Westwood | 1 year individual; 2 years at-large | none | three (3) consecutive or 2/3 of regular | Automatic | no | no |
| Infrastructure Surtax Citizen Oversight Committee | 19-R06 | 5 individual appointees; 2 at-large | City Resident | Concurrent; 4-years | none | three (3) consecutive or 2/3 of regular | Automatic | not addressed | no |
| Keep Fort Pierce Beautiful Advisory Board | 21-R30 | 5 individual appointees; 2 at-large | St. Lucie County | Concurrent; 4-years | none | three (3) consecutive or 2/3 of regular | Automatic | no | no |
| Parking Committee | 19-R45 | 5 individual appointees; 2 at-large; Commissioner ex-officio | City Resident, property or business owner | Concurrent; 4-years | none | three (3) consecutive or 2/3 of regular | Automatic | no | no |
| Police Community Advisory Committee | 18-R32, 18-R37 | 5 individual appointees | City resident; no former employees | 2 year term | 2 terms | no more than 2 absences in calendar year | Automatic | Yes, by vote of the Board | no |
| Sunrise Theatre Advisory Board | 16-R32 | 14 members; 1 Commissioner | 5 city; 3 SLC or PSL; 3 neighboring counties; 1 IRSC; 1 School District | 3 year term | 3 consecutive terms unless approved by Advisory Board | no more than 25% of scheduled meetings in calendar year | Automatic | Yes, by Executive Director. | no |
| Communitywide Council | Res. 10-54; Citizen Participation Plan | 7 members; 4 alternates | 4 person of law & moderate income from CDBG target area and program eligible; 3 at-large | 2 years | 2 terms | 3 or more unexcused in 12 month period | automatic - replaced by senior alternate | yes | yes |
| Community Redevelopment Agency Advisory Committee (FPRA) | FPRA Res. 13-05; 16-01 | 5 individual appointees; 4 at-large | Reside, own a business, or financial executive of business within CRA | 2 year terms | none | not addressed | not addressed | not addressed | no |

| Board/Committee | Organizing Method | Structure | Residency | Length of Term | Term Limits | Attendance | Removal Process for attendance | Excuses Allowed | Financial Reporting |
|-----------------------------------|-------------------------------|---|---|--------------------|---------------|---|---|-----------------------|---------------------|
| Board of Adjustment | Code 125-40 | 5 individual appointments | City resident; default to Charter Sec. 51 | concurrent | none | 3 consecutive | Automatic - vacate seat | Yes, by vote of Board | yes |
| Board of Examiners of Contractors | Code 103-89 | 9 members, specific industry sectors | County resident 2 years | 4 years | 4 consecutive | 2 consecutive | Automatic - vacate seat | Yes, by vote of Board | no |
| Historic Preservation Board | Code 111-89 | 7 members, 2 alternates | City resident or business owner | 3 years | none | not addressed for regular; unavailable alternates for 2 consecutive | Automatic - vacate seat | not addressed | yes |
| Planning Board | Code 101-21 | 5 individual appointees; 2 at-large | city resident for 2 years | Concurrent, 2 year | none | three consecutive | Automatic - vacate seat | Yes, by vote of Board | yes |
| Civil Service Appeals Board | Charter, Art. VII, Sec. 82 | 2 city commission; 2 employee elected, 1 CSAB appointment; 2 Commission alternates; 2 employee alternates | qualified elector of city (used to be County but was changed by ordinance without referendum so it reverted back) | 2 years | none | not addressed | not addressed | not addressed | no |
| Fort Pierce Utilities Authority | Article XII, Sec. 170 Charter | Mayor, one District 1 resident selected by Dist. 1 Commissioners; one District 2 resident selected by Dist. 2 Commissioners; two at-large members | qualified elector of city | 4 years | 2 consecutive | not addressed | Any member may be removed from office by the city commission for malfeasance, misfeasance or nonfeasance in office, or upon conviction of a felony. | not addressed | Yes |

| Board/Committee | Organizing Method | Structure | Residency | Length of Term | Term Limits | Attendance | Removal Process for attendance | Excuses Allowed | Financial Reporting |
|---|------------------------------|---|--|---|-------------|---------------|---|-----------------|---------------------|
| Housing Authority of Fort Pierce | F.S. 421.05 | 5 members appointed by the Mayor with approval of Commission | at least one resident or low-income subsidy member | 4 years | none | not addressed | For inefficiency or neglect of duty or misconduct in office, may be removed by the mayor with the concurrence of the governing body, with charges provided and ability for hearing. | not addressed | no |
| Police Officers Retirement Fund Board of Trustees | F.S. 185.05; Code Sec. 2-383 | 5 members; 2 appointed by City Commission; 2 police officers elected by plan members; 1 selected by Trustee Board and affirmed by city commission | Commission appointments must be city residents | 4 years | none | not addressed | not addressed | not addressed | Yes |
| Retirement Board | Code Sec. 2-330 | 2 city commissioner; 1 elected by city staff; 1 elected by FPUA; 1 member of PORF; Finance Director, 1 appointed by UA | no requirements | 3 year term; commissioner and finance director tenure in office | none | not addressed | not addressed | not addressed | Yes |

| Board/Committee | Meeting Requirements | Duties |
|--|---|--|
| Arts and Culture Advisory Board | no minimum | Develop a 10-year Arts and Culture Strategic Plan; recommend sites and works for public art projects; cultural liaison; public awareness. |
| Parks Advisory Committee | At least 1 time per month unless there is no business to transact by the day before the regular meeting date. | Advisory capacity to the City Commission on matters relating to public parks, including input to the City Commission on parks related activities; recommend policies related to parks activities; provide research on tasks assigned by the City Commission; and educate the public on Commission directed initiatives. |
| Fort Pierce Youth Council | At least 1 time per month unless there is no business to transact by the day before the regular meeting date. | Advisory capacity to the City Commission on matters relating to youth activities, including input to the City Commission on youth related activities; recommend policies related to youth activities; provide research on tasks assigned by the City Commission; and educate the public on Commission directed initiatives. |
| Infrastructure Surtax Citizen Oversight Committee | Quarterly meetings, or as needed. | Review of projects funded by the Infrastructure Surtax and issue reports to the City Commission to insure transparency and to provide the citizens of the City with the assurance that funds are being spent in the manner approved by the voters and in accordance with state law. Project priorities are determined by the City Commission based upon many factors, including, but not limited to, availability of surtax revenues along with the status of project design and permitting |
| Keep Fort Pierce Beautiful Advisory Board | At least 1 time per month unless there is no business to transact by the day before the regular meeting date. | Advisory capacity to the City Commission on matters relating to keeping Fort Pierce beautiful, including input to the City Commission on beautification related activities; recommend policies related to beautification; research on tasks assigned by the City Commission and input to the Department of Public Works in its city-wide tree care duties previously assigned to the City Tree Board. |
| Parking Committee | At least 1 time per month unless there is no business to transact by the day before the regular meeting date. | Advisory capacity to the City Commission on matters relating to parking including, evaluate the effectiveness of existing parking resources within the City of Fort Pierce; make recommendations on policies and procedures and/or improvements to enhance public parking, and study parking alternatives and make recommendations to most effectively manage existing parking supply. |
| Police Community Advisory Committee | 1 meeting per month. | The Mission of the Police Community Advisory Committee (Committee) shall be to reduce crime and enrich the quality of life for the citizens of the City of Fort Pierce, through a collaborative partnership. Its main purpose is to facilitate interaction, build trust and mutual respect and improve understanding between Citizens and their Police Department. |
| Sunrise Theatre Advisory Board | no minimum | The purposes of the Advisory Board include: to act as a liaison between the community and the Sunrise Theatre including Theatre staff; to recognize the Sunrise Theatre Foundation as an independent 501c3 Board whose purpose shall be to assist with the Sunrise Theatre's ongoing operations with regard to programming and fiscal support at the will and direction of the Foundation; to Liaison and cooperate with the Sunrise Theatre Foundation, with the Sunrise Theatre Executive Director serving as an ex-officio member of that Board; to act as ambassadors for the Sunrise Theatre to patrons and the community |
| Communitywide Council | at least 6 meetings per year | Review of the City's Community Development Block Grant (CDBG) Program 5-Year Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER), economic development business loan applications, nonprofit organizations' grant applications requesting funding, and projects proposed by citizens for staff and City Commission consideration. The Council agreed to serve the City as the State Housing Initiatives Partnership (SHIP) Affordable Housing Action Committee (AHAC). |
| Community Redevelopment Agency Advisory Committee (FPRA) | no minimum | Study, review and provide recommendations, guidance and advice as to matters relevant to the purposes and goals of the FPRA; serve as a liaison between the CRA community and FPRA. |

| Board/Committee | Meeting Requirements | Duties |
|-----------------------------------|---|---|
| Board of Adjustment | As needed | The board reviews and votes on variance and special exception applications along with appeals. Their efforts allow for review of proposals to adjust, enlarge or develop property or structures in a manner not permitted by the Code, ensuring the health, safety and welfare of our citizens are protected. |
| Board of Examiners of Contractors | At least 4 meetings per year. | Provide practical and adequate control of all contractors in the construction trades in the city by requiring annual registration and competency cards, assurance of their proper coverage of required insurance and to insure the highest standard of building within the city. It is the intent of the City Commission to protect the health, safety, and welfare of the residents of the city through the regulation of the construction and home improvement industries. |
| Historic Preservation Board | At least 4 meetings per year | Enumerated in 111-97. Examples include approve or deny certificates of appropriateness; recommend zoning and building code amendments; recommend variances for historic preservation; make recommendations to city commission. |
| Planning Board | At least 1 meeting per month; special meetings called by chair or Mayor (Sec. 101-22) | Reviews disposal of city property; make and adopt plans for neighborhood development; recommend public buildings and lands; review annexation applications; serves as the local planning agency |
| Civil Service Appeals Board | At least 1 meeting per month; special meetings as needed | (a)To make any investigation which it may deem desirable concerning personnel administration in the classified service and to that end, any member of the board shall have the power to administer oaths.(b)To report to the city commission and expose publicly any abuses or improper practices which it may find in the classified service of the city.(c)To provide rules for the procedures and grounds for suspension, demotion and dismissal of employees, said rules being subject to the approval of the city commission, and for the filing of appeals with the civil service appeals board herein created.(d)To sit as a body to hear appeals of any person in the classified service who is dismissed, demoted, suspended or transferred.(e)To supervise the holding and grading of all competitive examinations held under the merit system. |
| Fort Pierce Utilities Authority | At least 1 meeting per month; special meetings called by chairman or any 3 members | The authority shall have the power to appoint a utilities director to be responsible to the authority and who shall serve at its pleasure. Responsible for the development, production, purchase and distribution of all electricity, gas, water, sanitary sewer collection and disposal, and such other utility services as may be designated by resolution by the city commission. The authority shall have exclusive jurisdiction, control and management of the utilities of the city and all of its operations and facilities. The authority shall have all the powers and duties possessed by the city to construct, acquire, expand and operate utility systems, and to do any and all acts or things that are necessary, convenient or desirable in order to operate, maintain, enlarge, extend, preserve and promote an orderly, economic and businesslike administration of the utility systems. The authority shall operate as a separate unit of the city government; and except as otherwise provided in this article, the authority shall be free from the jurisdiction, direction, and control of other city officers and of the city commission. The authority may sue or be sued in its own name. All damage claims arising from the operations of the authority and the utilities shall be the responsibility of and be liquidated by the authority from the appropriate funds of the utility systems. Duties enumerated in Article XII, Sec. 176 of Charter. |

| Board/Committee | Meeting Requirements | Duties |
|---|------------------------------|--|
| Housing Authority of Fort Pierce | not addressed | F.S. 421.08 0 In general, within its area of operation, to prepare, carry out, acquire, lease, and operate housing projects; to provide for the construction, reconstruction, improvement, alteration, or repair of any housing project or any part thereof. |
| Police Officers Retirement Fund Board of Trustees | no minimum | Administration of the trust fund. |
| Retirement Board | At least 4 meetings per year | Oversight of retirement fund. |

City Commission Conference Agenda

4. d.

Meeting Date: 09/13/2021

Re:

SUBJECT:

Presentation regarding the establishment of a Fort Pierce Utilities Authority advisory board.

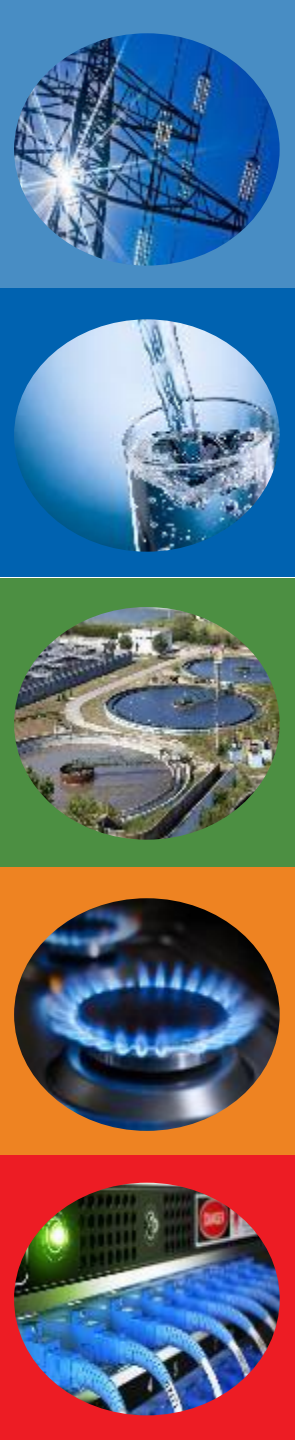
Attachments

Presentation

Form Review

Form Started By: Linda Cox
Final Approval Date: 08/25/2021

Started On: 08/25/2021 08:49 AM



FPUA
COMMUNITY PROUD

Utility Advisory Board

Mission Statement

“ To Provide A Forum Where Citizens Can Identify Issues and Concerns With FPUA Operations, Policies and Procedures”

- Open dialogue to discuss any utility topic such as public relations, business concerns, community outreach and any topic of special interest
 - Provide input on utility related activities
 - Recommend policies changes to FPUA board
 - Education outreach
- The UAB shall not have no authority over the FPUA and is not a policy making body.
 - Recommendations for administrative policy and procedure modification will be directed to the FPUA Board for disposition

Purpose

- Advisor to the FPUA board
 - Policy and governance of utility services and operation
 - Mayor, City Commissions and Utility Board Members will choose on member for a total of nine (9) members
 - Each member shall coincide with the term of the sponsor member
 - Five members require for quorum
 - Additional “at-large” members may be added at the discretion of the UAB but shall not exceed 12 members
 - All members must be an FPUA account holder.
 - Within City limits is NOT required.
 - Members shall not be elected officials or employed by FPUA or the COFP
 - Attendance is required. Lack of attendance of three (3) consecutive regularly scheduled meetings shall automatically be removed from UAB
 - Vacancies must be filled within ninety (90) days from date of vacancy

Organization

- Meetings: 2nd Wednesday of each month
 - Or every other month as determined by the UAB
- Meetings are open to public
- Officer Positions
 - Chair, Vice-Chair and Secretary
 - All UAB members may be subject to removal of appointment as describer in City Charter Article XIII, Section 170, Item(d) for malfeasance, misfeasance, or nonfeasance
- FPUA will serve as support to the group by providing requested information and utility expertise. FPUA will NOT run the meetings and will only participate as requested.

Responsibilities

- Open dialogue to discuss any utility topic such as public relations, business concerns, community outreach and any topic of special interest
 - Provide input on utility related activities
 - Recommend policies changes to FPUA board
 - Education outreach
- Presentations to the FPUA board and City Commission on quarterly or semi-annual basis
- Record minutes of all meetings and shall be subject to public records request
 - FPUA staff member to provide meetings notes

Next Steps

- Present to City Commission with feedback
- Prepare Resolution for FPUA Board
- Select initial nine members of UAB
- Select meeting location and time

- Benefits of UAB
 - Community Engagement
 - Prepare potential candidates for FPUA board

Information Only -- Questions

City Commission Conference Agenda

4. e.

Meeting Date: 09/13/2021

Re: SHIP Funding

SUBJECT:

Discussion of SHIP funding allocation cap for home rehabilitation projects led by Director of Finance

Attachments

Presentation

Form Review

| Inbox | Reviewed By | Date |
|------------------------------------|--------------------|---------------------------------|
| City Manager | Nick Mimms | 08/12/2021 08:14 AM |
| City Manager | Nick Mimms | 08/12/2021 08:14 AM |
| Form Started By: Jennifer Robinson | | Started On: 07/29/2021 01:46 PM |
| Final Approval Date: 08/12/2021 | | |

SHIP REHAB PROJECTS

- Eight Projects Completed 2020-2021

- Average Rehab Price 37K

- Three Projects over 45K

Projects Over Budget

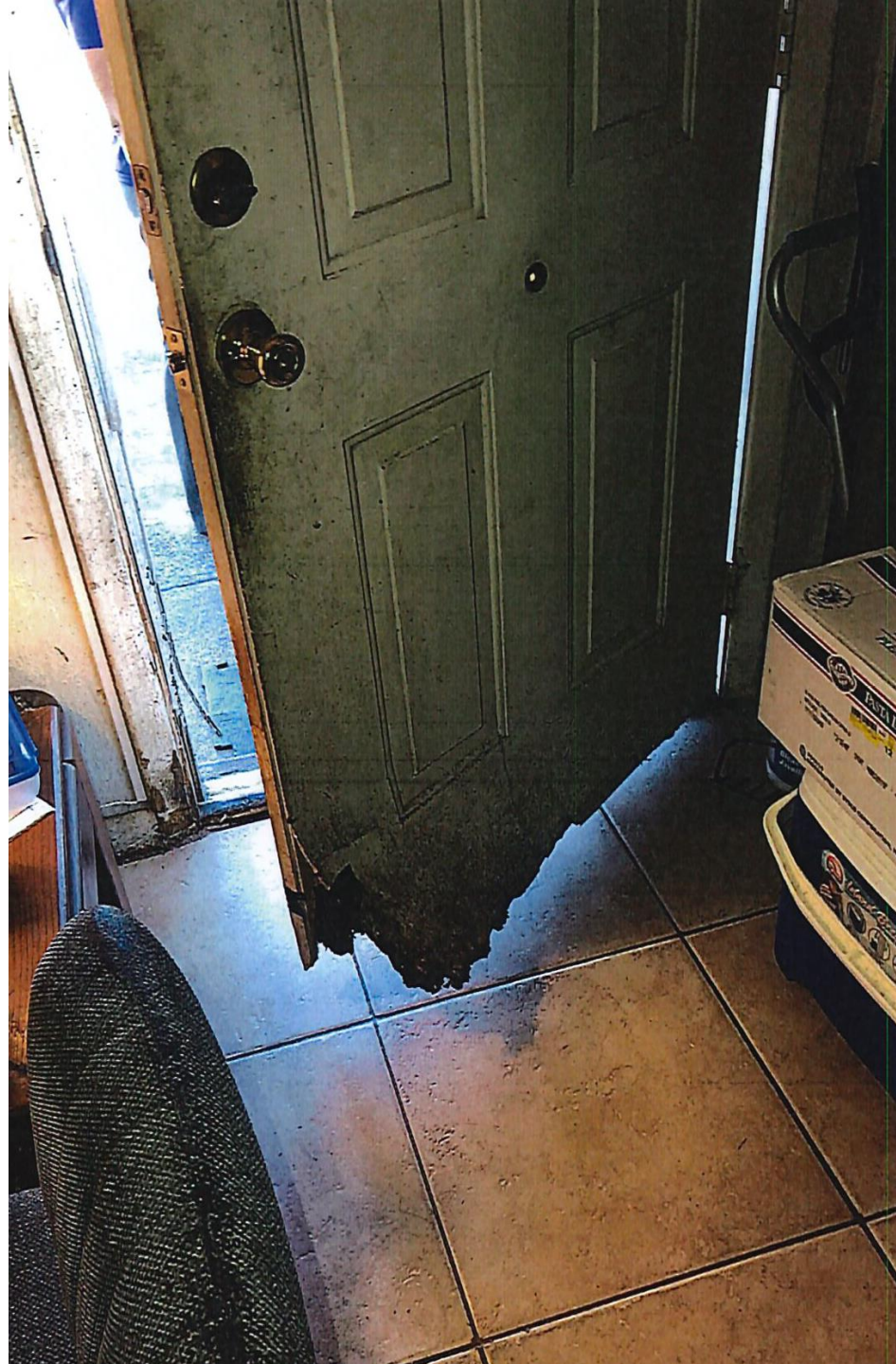
- Underground Rotted Piping
- A/C Issues
- Roofing
- Internal Structural Damage



- Windows
- Doors
- First Time A/C
- Complete Bathroom
- New Underground Pipin_g

**Front Door—
Rotted at
Bottom**

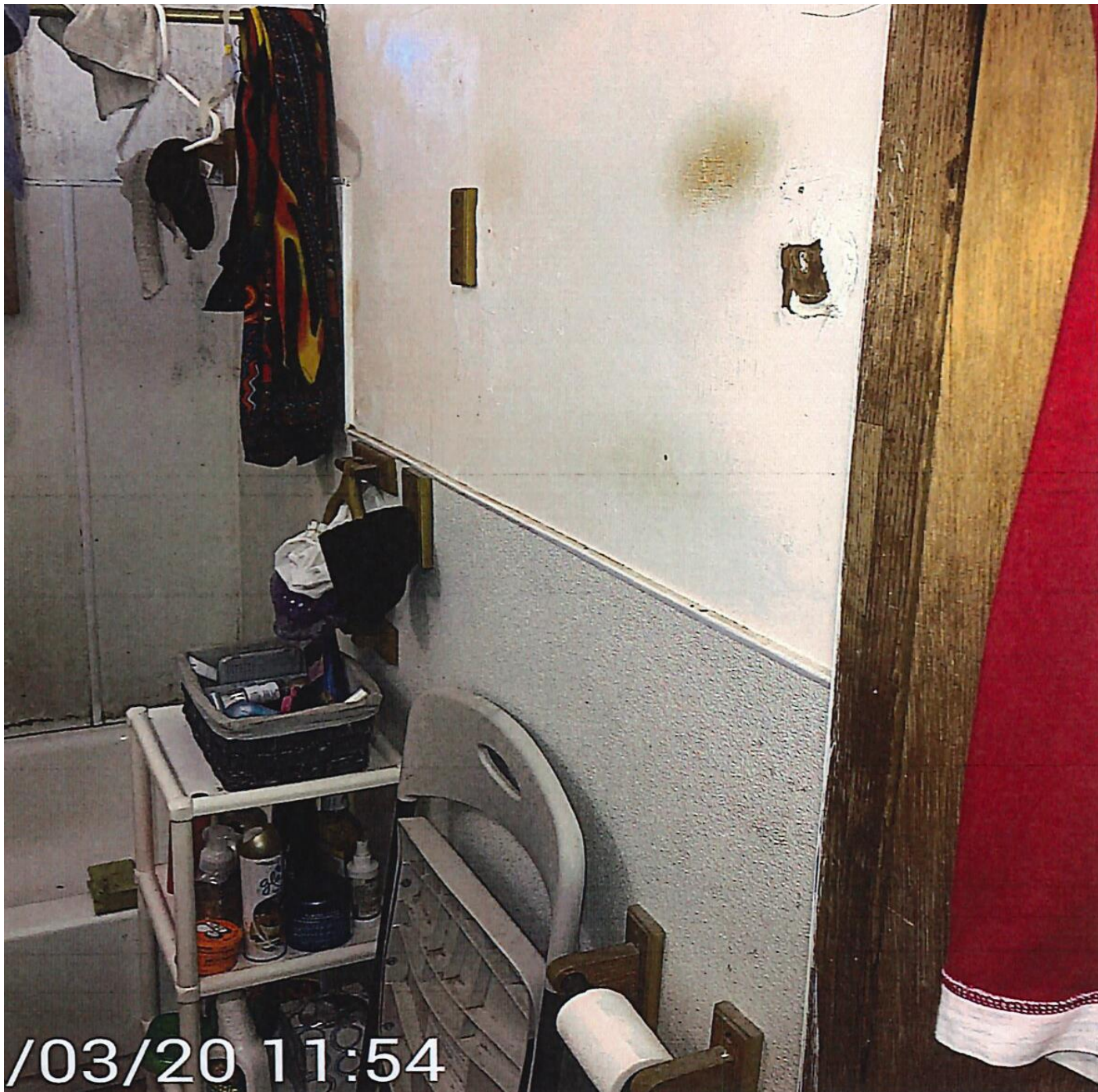
**Door
Replaced with
Like Door**









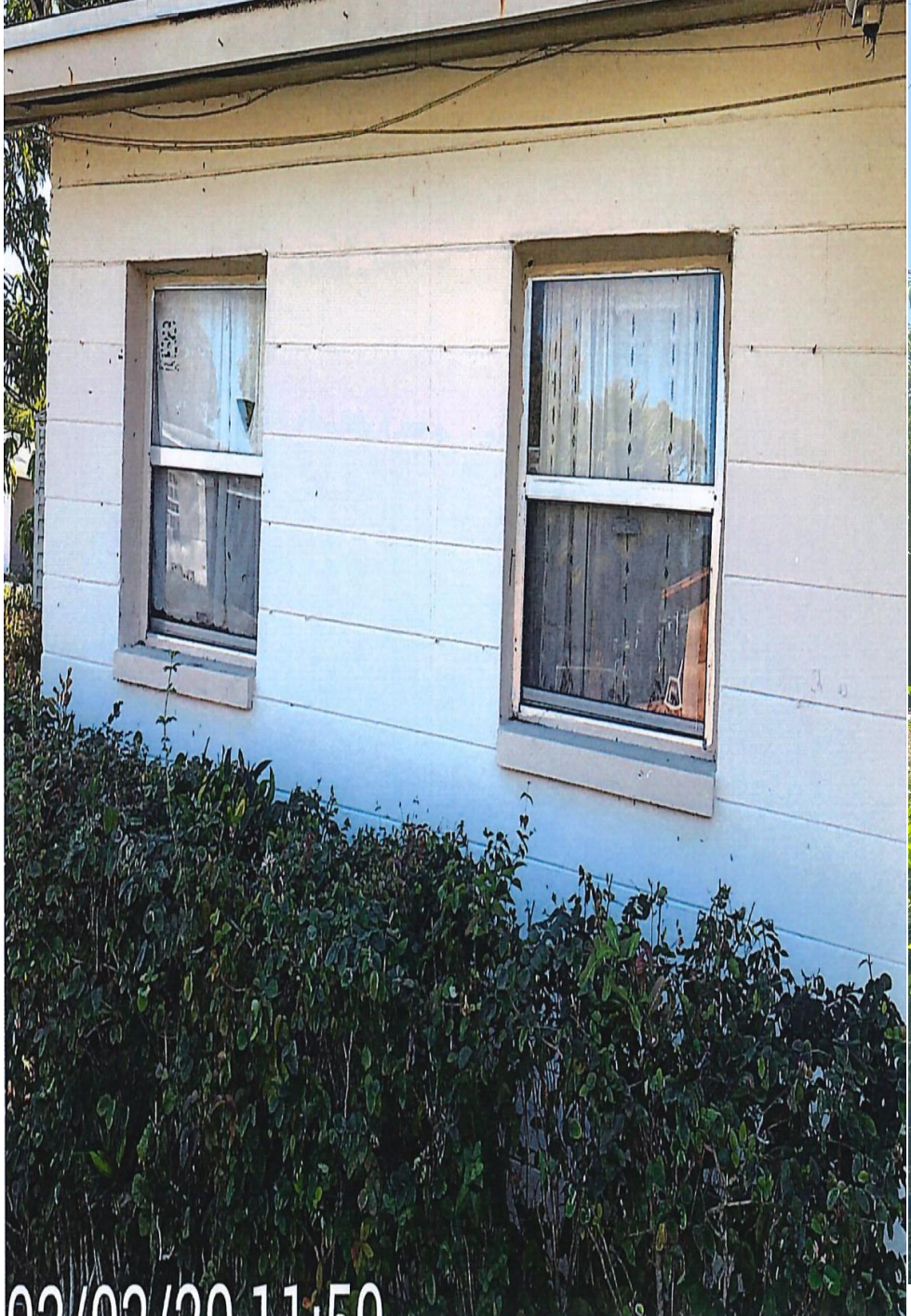


/03/20 11:54



/03/20 11:54







**Home
Completely
Destroyed/
Resident
Displaced
Due to
Condition**

Wheelchair Accessibility

Walls

Kitchen Counter/Sink

Window Shutters

Flooring

Bathroom Redone /Made Handicapped Accessible /

Sliding Glass Door Repaired

New A/C

New Hot Water Heater

Treated for Household Pests





36 AM

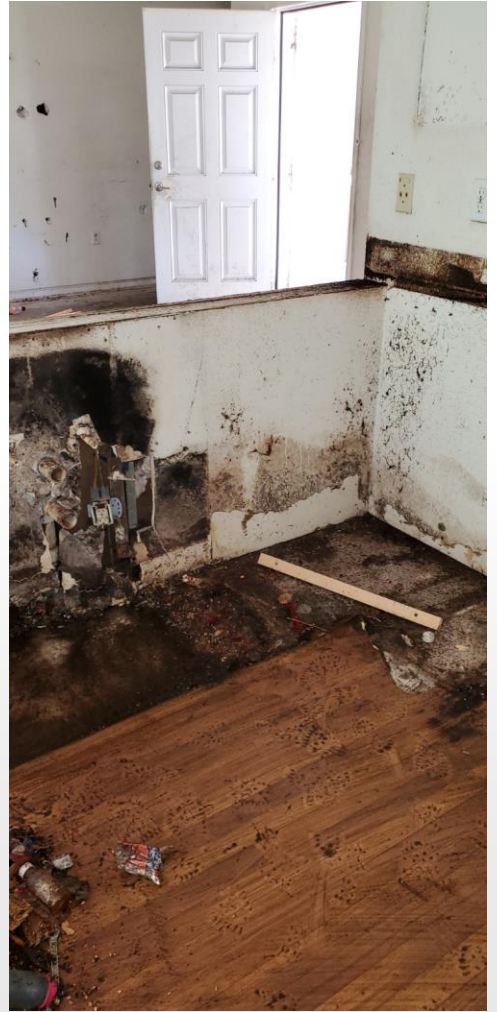
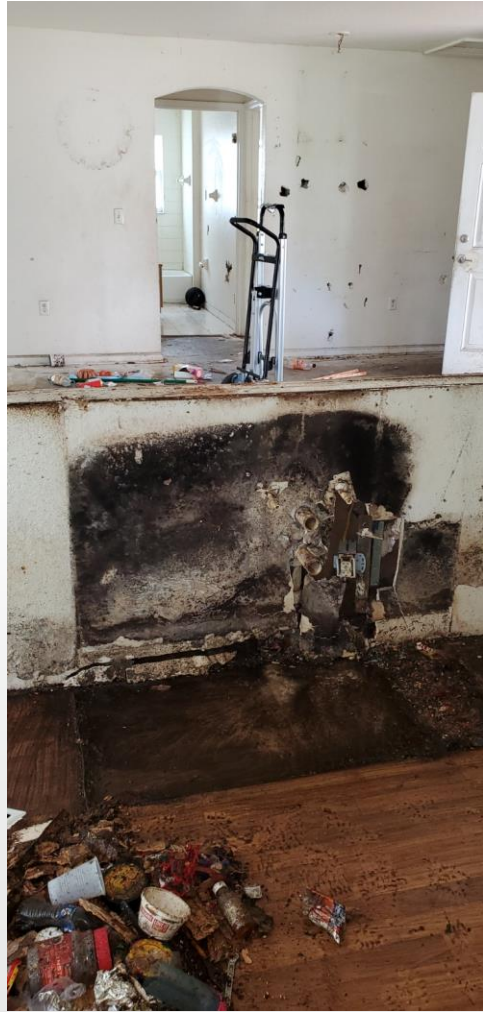






- **Repaired Windows/
Added Hurricane
Accordion Shutters**







Counter /under skink completely rotted and molded due to leakage



Holes in Every Wall

Contractors covered and painted walls to look new



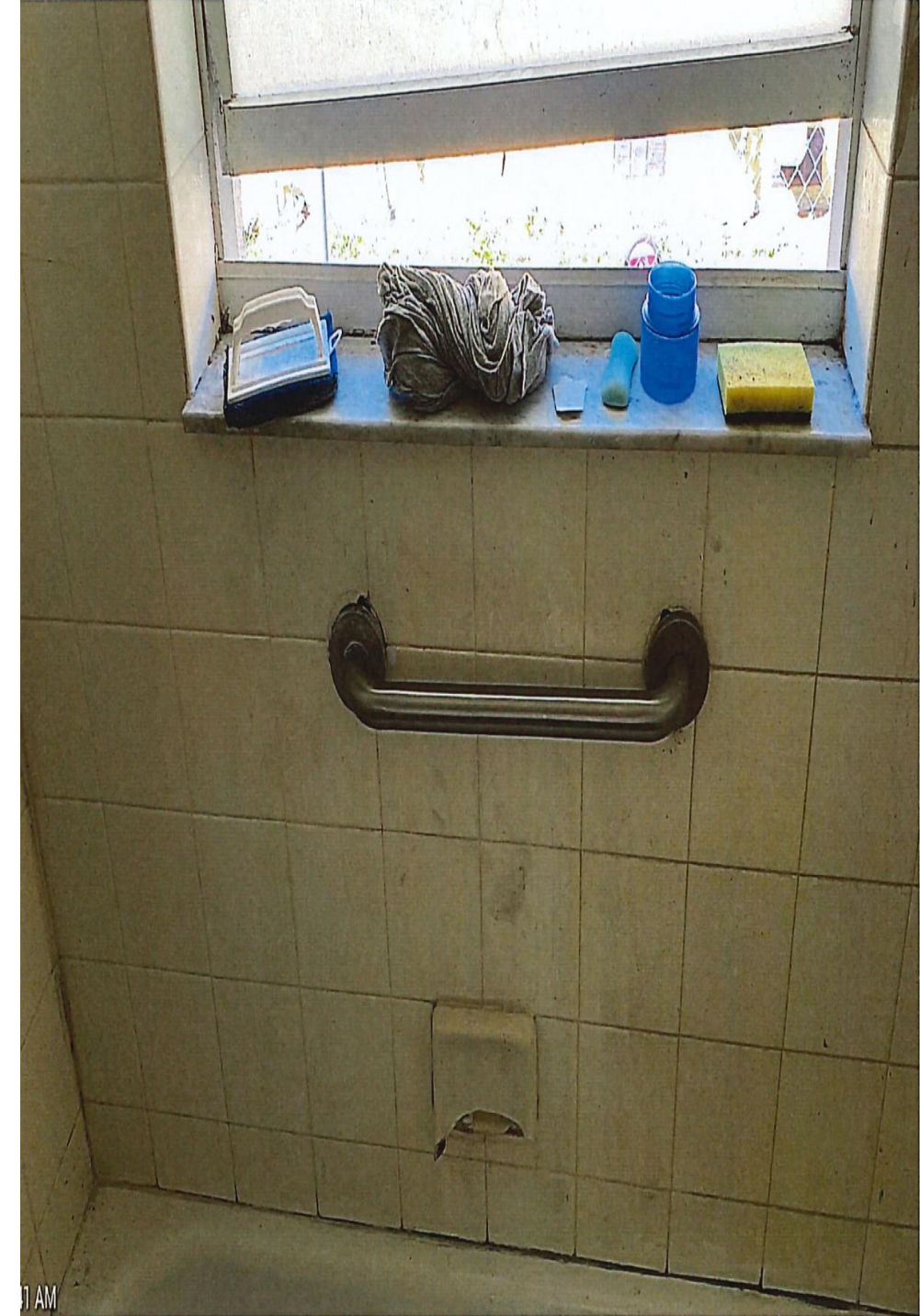


Universal Design

Bathroom completely gutted to make handicap accessible.

Rotted tub removed; replaced with low step shower









40 AM



45 AM







City Commission Conference Agenda

4. f.

Meeting Date: 09/13/2021

Re:

SUBJECT:

Diversity, Equity, and inclusion (DEI) Report

Attachments

Presentation

Form Review

Form Started By: Linda Cox
Final Approval Date: 09/08/2021

Started On: 09/08/2021 04:18 PM

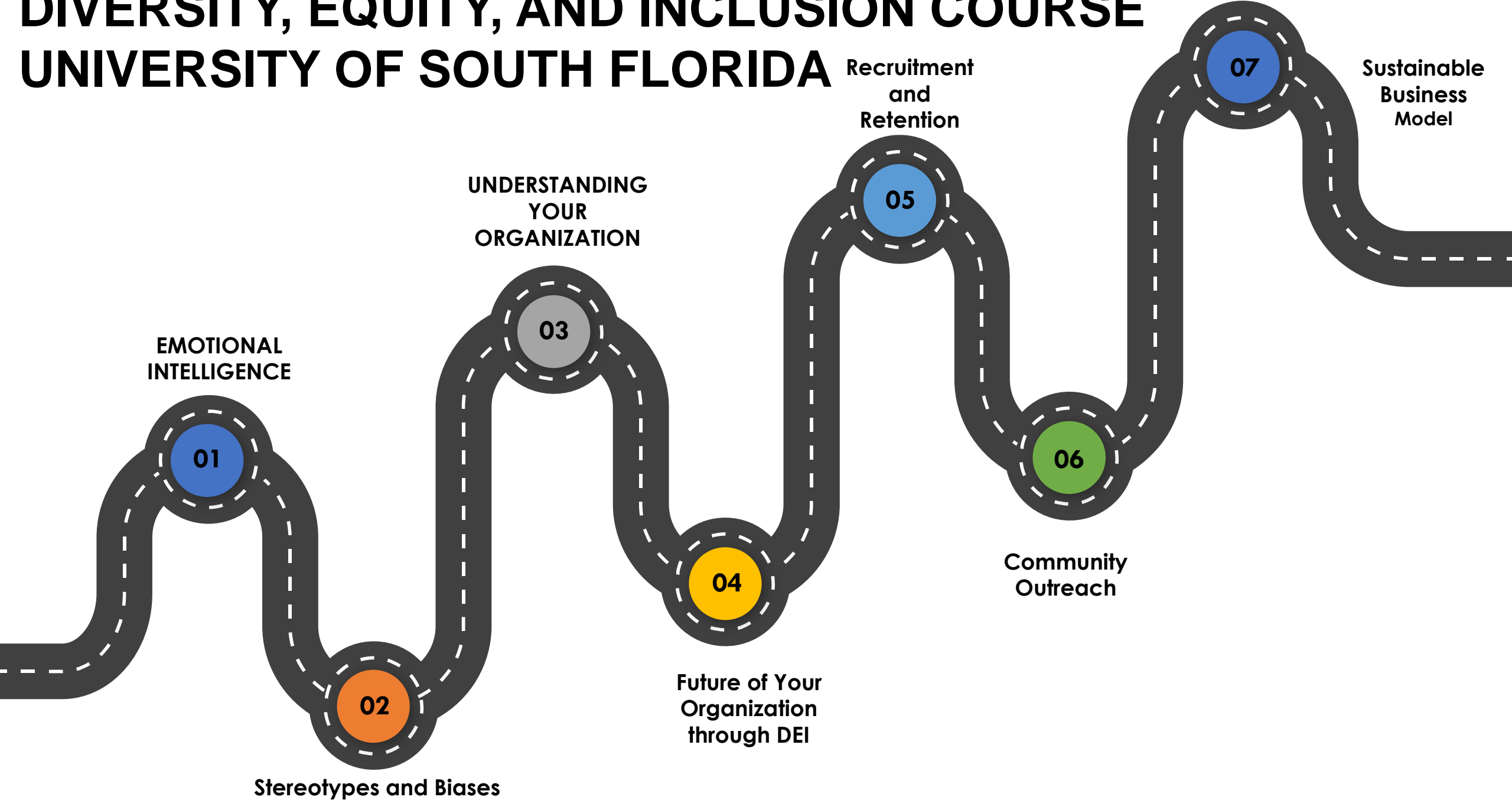


Diversity, Equity, and Inclusion

The Journey

DIVERSITY, EQUITY, AND INCLUSION COURSE

UNIVERSITY OF SOUTH FLORIDA





DI·VER·SI·TY

All the ways in which people differ.




EQ·UI·TY

Fair treatment, access, opportunity, and advancement for all people. One's identity cannot predict the outcome.




IN·CLU·SION

A variety of people have power, a voice, and decision-making authority.



DEI is not a check-the-box activity; it is an ongoing process of calls to action that would help launch a lifelong commitment to improving Diversity, Equity & Inclusion in the workplace and community.



Anonymous Employee Survey

Time

Thursday, July 29th through Thursday, August 5th.



DIVERSITY, EQUITY, AND INCLUSION SURVEY

The City of Fort Pierce is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion. We appreciate your honest and unbiased feedback. Please complete the anonymous questionnaire and place in the ballot box.

The City of Fort Pierce provides an environment for free and open expression of ideas, opinions, and beliefs.
 1 2 3 4 5

Strongly Disagree Strongly Agree

Management demonstrates a commitment to meeting the needs of employees with disabilities.
 1 2 3 4 5

Strongly Disagree Strongly Agree

Racial, ethnic, and gender-based jokes are not tolerated at the city.
 Yes | No

My immediate supervisor encourages people with different ideas and opinions to speak up.
 1 2 3 4 5

Disappointing Exceptional

All people have an opportunity to succeed in this organization.
 1 2 3 4 5

Disappointing Exceptional

My manager handles diversity matters appropriately and demonstrates a commitment to diversity, equity, and inclusion.
 1 2 3 4 5

Disappointing Exceptional

I would like more information on diversity, equity, and inclusion.
 Yes | No

I am interested in becoming a champion of diversity, equity, and inclusion.
 Yes | No

If you have any additional comments, please write them on the back of this survey.

RESULTS PER QUESTION

Diversity, Equity, and Inclusion Final Results

The City of Fort Pierce provides an environment for free and open expression of ideas, opinions, and beliefs.

| | 1 | 2 | 3 | 4 | 5 | Total |
|----------------|-----|-----|-----|-----|-----|-------|
| # of Responses | 28 | 18 | 45 | 36 | 47 | 174 |
| | 16% | 10% | 26% | 21% | 27% | |

Management demonstrates a commitment to meeting the needs of employees with disabilities.

| | 1 | 2 | 3 | 4 | 5 | Total |
|----------------|----|----|-----|-----|-----|-------|
| # of Responses | 11 | 12 | 36 | 46 | 70 | 175 |
| | 6% | 7% | 21% | 26% | 40% | |

Racial, ethnic, and gender-based jokes are not tolerated at the city.

| | Yes | No | Total |
|----------------|-----|-----|-------|
| # of Responses | 121 | 47 | 168 |
| | 72% | 28% | |

My immediate supervisor encourages people with different ideas and opinions to speak up.

| | 1 | 2 | 3 | 4 | 5 | Total |
|----------------|----|----|-----|-----|-----|-------|
| # of Responses | 11 | 14 | 29 | 39 | 81 | 174 |
| | 6% | 8% | 17% | 22% | 47% | |

All people have an opportunity to succeed in this organization.

| | 1 | 2 | 3 | 4 | 5 | Total |
|----------------|-----|-----|-----|-----|-----|-------|
| # of Responses | 24 | 20 | 41 | 33 | 59 | 177 |
| | 14% | 11% | 23% | 19% | 43% | |

My manager handles diversity matters appropriately and demonstrates a commitment to diversity, equity, and inclusion.

| | 1 | 2 | 3 | 4 | 5 | Total |
|----------------|----|----|-----|-----|-----|-------|
| # of Responses | 14 | 14 | 32 | 41 | 74 | 175 |
| | 8% | 8% | 18% | 23% | 42% | |

I would like more information on diversity, equity, and inclusion.

| | Yes | No | Total |
|----------------|-----|-----|-------|
| # of Responses | 72 | 102 | 174 |
| | 41% | 59% | |

I am interested in becoming a champion of diversity, equity, and inclusion.

| | Yes | No | Total |
|----------------|-----|-----|-------|
| # of Responses | 85 | 89 | 174 |
| | 49% | 51% | |

NUMBER OF PARTICIPANTS PER DEPARTMENT

| Diversity, Equity, and Inclusion Survey Results | | | |
|---|----------------|------------------|------------|
| Department | # of Employees | Surveys Returned | % |
| Building | 20 | 7 | 35% |
| City Attorney | 2 | 0 | 0% |
| City Clerk | 4 | 4 | 100% |
| City Manager | 7 | 6 | 86% |
| Code Enforcement | 12 | 9 | 75% |
| Engineer | 8 | 7 | 88% |
| Finance | 15 | 9 | 60% |
| Golf Course | 3 | 0 | 0% |
| Human Resources | 5 | 3 | 60% |
| IT | 8 | 7 | 88% |
| Marina | 4 | 0 | 0% |
| Planning | 6 | 2 | 33% |
| Police | 141 | 80 | 57% |
| PW & Solid Waste | 89 | 45 | 51% |
| Sunrise Theatre | 1 | 0 | 0% |
| Total | 325 | 179 | 55% |
| | | | |

NEXT STEPS

Form Diversity, Equity, and
Inclusion Champion
Committees

DEI Training for Department
Heads

November 10, 2021
9AM

ITY SOCIAL JUSTICE **DIVERSITY** HUMILITY SUPPORT SYSTEM COURAGE CATALYST DIF
URE RESPECT **DIVERSITY** MUTUAL INTERSECTIONAL GROWTH INTERSE
COURAGE TRUST ACCOUNTABILITY WELCOMING VALUED GROWTH CENTERING COM
COMING TRANSPARENCY INTERACTING ACTIVE FAIRNESS JUSTICE NEEDS I
ER **EQUITY** FAMILY TRANSPARENCY RECEPTIVENESS CONNE
ESS **EQUITY** EQUALITY COLLECTIVE RESPONSIBILITES ACCOUN
ST INTERSECTIONALITY COMMUNITY DIFFERENCE INTERSECTIONALITY RECEPTIVENESS INFO
TY DIFFERENCE **AFFIRMING** IDENTITIES EXPERIENCES **HONESTY WELCOMING** RE
RSHIP INFORMATIVE VALUED PERSPECTIVES **INCLUSION** AF
DLINESS SUPPORT SYSTEM SOLIDARITY **INCLUSION** POS
TIVENESS CATALYST **THRIVING** CONSCIOUS COMMUNITY APPRECIATION EI

