

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

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

**CITY OF FORT PIERCE
CITY COMMISSION AGENDA**

Regular Meeting - Monday, January 4, 2021 - 6:00 p.m.

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

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Reverend Ruben Mitchell, Triumph the Church and Kingdom of God in Christ
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of minutes from the December 21, 2020 regular meeting.
6. **PROCLAMATIONS**
7. **LETTERS TO COMMISSION**
8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.
9. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**
10. **MISCELLANEOUS REPORTS**
 - a. Presentation of the Draft 2021 Legislative Priorities

- b. **MOVED TO 1/19/2021 AGENDA.** Preliminary Fourth Quarter Financial Report
- c. Presentation of an unsolicited proposal from Operation SOS to lease and management animal shelter located at 100 Savannah Road.

11. **CONSENT AGENDA**

- a. Approval and acceptance of Unsolicited Proposal from Operation SOS for the lease and management of the animal shelter located at 100 Savannah Road.
- b. Approve letter of support of St. Lucie County Resolution 20-267, in which St. Lucie County has requested the Florida's Turnpike Enterprise to change their recommended configuration for the proposed interchange at Midway Road to "Alternative B", the Tight Urban Diamond Interchange (TUDI).
- c. Rescind and re-award Bid No. 2020-025 to PRP Construction Group, LLC, for the Indian Hills Recreation Area Multi-Use Trail Improvements in an amount not to exceed \$512,933.00
- d. Approval and acceptance of the 2020 Keep Fort Pierce Beautiful Program Litter Control and Prevention Grant Agreement in the amount of \$15,000.00.

12. **PUBLIC HEARINGS**

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

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

- a. **STAFF IS REQUESTING TO POSTPONE UNTIL JANUARY 19, 2021 MEETING.** Legislative Hearing - Ordinance 21-001 - An Ordinance amending the City's Comprehensive Plan to update the Water Supply Facilities Work Plan. FIRST READING

13. **CITY COMMISSION**

- a. Selection of Mayor Pro Tem pursuant to Section 23 of the City Charter which requires the City Commissioners to select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.
- b. Update on the demolition of 2607 Avenue D - Continued from October 5, 2020 as Resolution No. 20-R12
- c. Submittal of applications to serve on the Police Officers Retirement Fund Board of Trustees.
- d. Resolution No. 21-R01 determining that the structure located at 513 N 18th Street is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on February 1, 2021.

- e. Resolution 21-R02 appointing Darryl Thomas-Bey to the Board of Adjustments as Commissioner C. Johnson's appointee.
- f. Resolution 21-R03 appointing and reappointing representatives to the Parking Committee and adjusting terms to run concurrently with appointing members term.
- g. Resolution 21-R04 appointing and reappointing members to the Parks Advisory Committee and adjusting terms to run concurrently with the appointing members' term.
- h. Resolution 21-R05 appointing Harold Albury to the Planning Board as Commissioner Curtis Johnson, Jr.'s representative.
- i. Resolution 21-R06 appointing members to the Arts and Culture Advisory Board and adjusting the terms to run concurrently with the appointing member.
- j. Resolution 21-R07 Appointing members to the Police Community Advisory Committee and correcting term expiration.
- k. Resolution 21-R08 appointing members to the Infrastructure Surtax Citizen Oversight Committee and correcting terms of office to run concurrent with appointing officials.

14. **COMMENTS FROM THE PUBLIC**

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15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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 Regular Meeting - 6:00 pm

5. a.

Meeting Date: 01/04/2021

Re:

SUBJECT:

Approval of minutes from the December 21, 2020 regular meeting.

Attachments

Minutes

Form Review

Form Started By: Linda Cox

Started On: 12/29/2020 10:43 AM

Final Approval Date: 12/29/2020

DRAFT

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4:30 P.M. ON MONDAY, **DECEMBER 21, 2020.**

1. CALL TO ORDER

Mayor Hudson called the December 21, 2020 Regular Meeting of the City Commission to order at 4:30 PM.

2. OPENING PRAYER - Pastor Ted Rice, St. Peter Evangelical Lutheran Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Commissioner Curtis Johnson, Jr.

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

Commissioner Alexander was present by telephone conference call.
Commissioner Jeremiah Johnson was present by telephone conference call.

5. APPROVAL OF MINUTES

- a. Approval of the minutes from the December 7, 2020 regular meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the December 07, 2020 Regular Meeting.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Curtis Johnson, Jr.

Passed

6. SPECIAL PRESENTATION

Commissioner Thomas Perona was presented with a plaque and certificate to acknowledge his service to the City of Fort Pierce for ten years.

7. LETTERS TO COMMISSION

- a. Email from Beryl Muise, owner of Notions & Potions, expressing her appreciation of the efforts of the City of Fort Pierce and Main Street Fort Pierce that contributed to record sales for some downtown businesses this Holiday Season.

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

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None.

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Staff has requested Item 12d be pulled from the Agenda.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve and set the Agenda as amended.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Curtis Johnson, Jr.

Passed

10. MISCELLANEOUS REPORTS

None.

11. CONSENT AGENDA

- a. Approve grant award for 2311 Avenue D, DC Grocery, in the amount of up to \$5,000, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Commercial Facade Grant Program.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve item 11a.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Curtis Johnson, Jr.

Passed

12. PUBLIC HEARINGS

- a. Legislative Hearing - Ordinance 20-030 rezoning two (2) properties generally located at or near 1700 S. 23rd Street from Office Commercial (C-1) to Planned Development (PD) with an underlying Zoning of Office Commercial (C-1). SECOND READING

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

ORDINANCE NO. 20-030

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING TWO (2) PROPERTIES GENERALLY LOCATED AT OR NEAR 1700 SOUTH 23RD STREET FROM OFFICE COMMERCIAL (C-1) TO PLANNED DEVELOPMENT (PD) WITH AN UNDERLYING ZONING OF OFFICE COMMERCIAL (C-1); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 20-030.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Curtis Johnson, Jr.

Passed

- b. Legislative Hearing - Ordinance 20-033 - extending the territorial limits of the City of Fort Pierce, to include 2564 S. Kings Highway in Fort Pierce, Florida. SECOND READING

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

ORDINANCE NO. 20-033

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE 2564 SOUTH KINGS HIGHWAY IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 20-033.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Curtis Johnson, Jr.

Passed

- c. Legislative Hearing - Ordinance 20-034 - extending the territorial limits of the City of Fort Pierce, to include 706 Midway Road in Fort Pierce, Florida. SECOND READING

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

ORDINANCE NO. 20-034

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE 706 MIDWAY ROAD IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING.

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona to approve Ordinance 20-034.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Curtis Johnson, Jr.

Passed

- d. **Staff is requesting this item be pulled; owner intends to rehabilitate.** Resolution No. 20-R61 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 425 N 23rd Street to show cause why the structure located on the premises should not be condemned and demolished.

13. CITY COMMISSION

- a. Resolution No. 20-R62 recognizing the portion of North 29th Street between Orange Avenue and Avenue Q as "Fannie Lewis-Darden Street"

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

RESOLUTION 20-R62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, RECOGNIZING THE PORTION OF NORTH 29TH STREET LYING BETWEEN ORANGE AVENUE AND AVENUE Q AS "FANNIE LEWIS-DARDEN STREET"; PROVIDING FOR AN EFFECTIVE DATE.

City Manager Nick Mimms provided a brief summary of Resolution 20-R62. The Community had responded to the staff's inquiry with a strong desire to rename a portion of North 29th Street with a dual designation in honor of Fannie Lewis-Darden. The process for the future renaming of streets was developed by the Parks Advisory Committee and is the same format used for the renaming of parks and facilities to provide consistency. Commissioner Perona acknowledged staff for their work on developing this uniform policy.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 20-R62.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Curtis Johnson, Jr.

Passed

14. COMMENTS FROM THE PUBLIC

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Tim Guenther
Barbara Moore

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms provided a COVID-19 update. At a recent testing event, 440 people were tested with 44 positive results.

The FPUA has provided \$200,000.00 for an assistance plan. As of December 15, 2021, \$151,000.00 had been granted to FPUA customers for utility assistance. The utility disconnect list has significantly decreased.

Mr. Mimms commended the employees of the City of Fort Pierce, especially the front-line employees including police, public works and code enforcement.

Mr. Mimms commented on how beautiful the downtown area is decorated and it was a pleasure to see so many people enjoying the wonderful atmosphere and the holiday light spectacular.

City Hall has a new LED marquee sign out front which will provide a highlight of information for the public.

City Attorney Peter Sweeney had no update and wished everyone happy holidays.

City Clerk Linda Cox had no update and wished everyone a very Merry Christmas.

16. COMMENTS FROM THE COMMISSION

Commissioner Rufus Alexander wished everyone a very Merry Christmas and Happy New Year. Please stay safe and remember to wear masks.

Commissioner Jeremiah Johnson wished everyone a Merry Christmas and Happy New Year and acknowledged staff for all their hard work.

Commissioner Curtis Johnson wished everyone a Merry Christmas, Happy New Year, and Happy Kwanza. Commissioner C. Johnson thanked City Manager Nick Mimms for joining him on a radio show to promote community engagement. Special prayers and wishes for a speedy recovery to those who have tested positive. Beginning in on January 07, 2021, Commissioner Curtis Johnson will have a satellite office and be available by appointment on Thursday evenings from 6:00 PM to 8:00 PM at the IRSC Blackburn Center. Commissioner C. Johnson looks forward to a productive 2021.

Commissioner Thomas Perona commented that this has been a year like no other. Commissioner Perona looks forward to 2021 and re-instituting the forward movement on the Strategic Plan. This holiday season, please take precautions and wear masks. Merry Christmas to all and your families.

Mayor Hudson commented that even though we were challenged this year by COVID-19 the City got a lot done. There were two tracks we worked on: one was keeping the City business running smoothly; and two, was making sure we were keeping people safe. Mayor Hudson is very proud of the City of Fort Pierce and grateful to those who have been kind and supportive. This is the season of gratitude and Mayor Hudson is grateful to serve and be your Mayor. Mayor Hudson wishes the citizens and staff of Fort Pierce a very safe and warm Christmas.

Merry Christmas and Happy New Year to all.

17. **ADJOURNMENT**

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Mayor Linda Hudson adjourned the meeting at **4:59 PM**

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting - 6:00 pm

10. a.

Meeting Date: 01/04/2021

Re: 2021 Legislative Priorities

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation of the Draft 2021 Legislative Priorities

Attachments

Working Draft Legislative Priorities 2021

Form Review

Inbox

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 12/30/2020

Reviewed By

Nick Mimms

Date

12/30/2020 11:37 AM

Started On: 12/18/2020 12:21 PM



CITY OF FORT PIERCE LEGISLATIVE PRIORITIES

ECONOMIC DEVELOPMENT



State and Local Economic Development Partnerships

The City *supports* legislation and appropriation that enhances the efficiency and effectiveness of the state and local government partnership in economic development through the greater use of targeted strategic investments to induce sustainable economic activity resulting in a consistent positive return on investment for both state and local governments.

Enterprise Florida/Job Growth Grant Fund

To support the state's economic development toolkit in a manner that supports increased economic growth and development by incentivizing businesses to relocate to or expand in all regions of the state of Florida. The City supports the continued funding of the Florida Job Growth Grant.

Qualified Targeted Industries Tax Refund

The Qualified Target Industry (QTI) Tax Refund is a tool available to Florida communities to encourage quality job growth in targeted high value-added businesses, such as life sciences, aviation/aerospace or financial/professional services. If approved, the applicant may receive refunds on the taxes it pays. This includes corporate income, sales, ad valorem, intangible personal property, insurance premium, communications services, and certain other taxes.

This economic tool allows the City to leverage our respective community when competing to obtain new or expanding businesses to our area, as well as assisting our existing businesses with retention. If this program is to sunset, it could jeopardize our performance in the marketing arena on a state, national or international level, placing our City in a difficult position economically.

During the 2020 Legislative Session, the bill to reauthorize this program failed and it has sunset on July 30, 2020. The City supports legislation in which will implement a similar program of the Qualified Targeted Industries Tax Refund.

Public Record and Open Meeting Exemptions for Economic Development

Support changes to s.286.0113 and s.288.075, F.S., that would allow the City Commissioners to deliberate in private regarding an economic development proposal and preserve the confidentiality of confidential information in the possession of an economic development agency.

Visit Florida

The City *supports* continued funding of the program at a level that is productive for the organization and growth of tourism marketing on behalf of the County. Especially with the unprecedented impacts of COVID-19 on the tourism industry in Florida, it is imperative we continue to support this industry, which not only impacts revenues, but provides millions of jobs, and is considered one of Florida's top economic drivers.





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BUDGET & TAXATION

Home Rule Authority

During the 2017 and 2018 Legislative Session, there were a significant number of legislative bills filed that proposed to preempt the Home Rule Authority of local governments thereby preventing the ability of local governments to respond in a timely manner to matters of local importance. It is imperative and critical that decisions and legislation regarding local government services be left to the form of government closest to the citizens. Therefore, the City **opposes** any legislation which would preempt their Home Rule Authority.

Unfunded Mandates

The State Legislature has frequently passed legislation that compels local governments to provide a service, program, or benefit without providing the appropriate funding or a funding source. This compromises local governments' ability to provide services requested by their local communities by diverting resources to these state-directed, unfunded mandates or cost shifts. In addition, as more and more mandates are created, local governments are faced with the burden of using local tax dollars to finance functions that they have little control over.

The state must do a better job of truthfully identifying costs to local governments when passing new legislation and must provide funding or a funding source for every legislative initiative that imposes a cost on counties. City of Fort Pierce **opposes** new unfunded mandates and unfunded state to city cost shifts.

Local Fuel Tax Indexing

Local fuel tax revenues, also known as gas tax, have been constantly eroding as the costs of road construction and maintenance has increased as well as vehicles becoming more fuel efficient. Unlike local governments, the Florida Department of Transportation has the ability to index their motor fuel tax rate as it relates to the Consumer Price Index (CPI). Without the ability for local governments to index, we are unable to keep pace with our growing transportation costs and needs.

The City of Fort Pierce **supports** legislation to allow counties and municipalities the ability to annually index the local fuel tax as it relates to the Consumer Price Index (CPI).

LEVEL	TAX	AMOUNT
Federal		
(Not Indexed)	Fuel Excise Tax	Gasoline - 18.4¢/gal Gasohol - 18.4¢/gal Diesel - 24.4¢/gal
State (Distributed to FDOT)		
(Indexed)	Fuel Sales Tax	All Fuels - 13.4¢/gal
(Indexed)	SCETS Tax	Gas/Gasohol - 6.1¢ to 7.4¢/gal Diesel - 7.4¢/gal
State (Distributed to Local Gov'ts)		
(Not Indexed)	Constitutional Fuel Tax	All Fuels - 2¢/gal
(Not Indexed)	County Fuel Tax	All Fuels - 1¢/gal
(Not Indexed)	Municipal Fuel Tax	All Fuels - 1¢/gal
Local		
(Not Indexed)	Ninth-Cent Fuel Tax	Gas/Gasohol - 0 to 1¢/gal Diesel - 1¢/gal
(Not Indexed)	Local Option Fuel Tax	Gas/Gasohol - 0 to 11¢/gal Diesel - 6¢/gal

Communication Services Tax

Supports legislation that protects general revenues collected from the local communications services tax. These revenues are used to provide essential municipal services, such as public safety, and constructing and maintaining roads, bridges, public parks and open spaces. Maintaining a diversified revenue base strengthens the fiscal stability of local governments and improves their ability to serve all citizens and businesses.

Sales Tax Equity

Supports legislation that reforms Florida's sales tax laws that apply to online sales from out of state retailers. Changes to these laws are needed to ensure that consumers and retailers are treated fairly and equitably.

Local Business Tax

Supports legislation that protects general revenues collected from the local business tax. Currently, the City imposes a local business tax for the privilege of engaging in or managing a business, profession or occupation within the City's jurisdiction. The local business tax revenues collected by the City is used to assist funding services critical to our businesses, such as zoning, permitting, code enforcement, and police.

Sales Tax on Commercial Leases

Opposes legislation that repeals or reduces the state sales tax and local option sales tax on commercial leases. Since 1969, Florida has imposed a sales tax on the total rent charged under a commercial lease of real property. Commercial real property includes land, buildings, office or retail space, convention or meeting rooms, airport tie-downs, and parking and docking spaces.

Building Department Fees

The City **supports** legislation which will amend F.S. 553.80, to relieve the restrictions on the Building Enterprise Fund carryforward allocation as well as allowing more flexibility on the use of those funds.

GENERAL ADMINISTRATION

Public Safety/School Resource Officers

Supports legislation in the continued effort to fully fund the mandated positions of School Resource Officers (SRO) in schools. This mandate has placed a heavy burden on local agencies to fund additional SRO’s through ad valorem taxes. Funding of the recurring cost of SRO’s through the requirement of this mandate is unsustainable, resulting in the necessity of cutting other public services and having a direct negative impact on the welfare and public safety of all local government entities in the state.

Support legislation that promotes the identification of potential sources of sufficient funding to address the documented need, as well as, the development of priority and science-based grant programs for the implementation of projects, programs, and studies identified by local governments, the water management districts and state agencies.

Support legislation requiring the assessment and evaluation of state agency efforts to address sea level rise and other weather impacts on the City. SUPPORT continued funding for research and mitigation for harmful algal blooms (HABs), including blue green algae, and red tide.

ENVIRONMENTAL & NATURAL RESOURCES

Department of Environmental Protection – Beach Funding & Permitting

The Beach Management Funding Assistance Program is a Long-Range Budget Plan administered through the Florida Department of Environmental Protection (FDEP) to assist eligible local governments with their beach erosion control projects. Each application request must include a detailed project description, cost estimate, and supporting resolution from the governing body. Individual projects then receive a priority ranking based upon several criteria.

Indian River Lagoon, Lake Okeechobee Basin & Everglades

Support continued dedicated funding for the Comprehensive Everglades Restoration Plan (CERP) and supports long-term funding commitments to finance the completion of the projects on the Integrated Delivery Schedule (IDS), with a priority given to the Indian River Lagoon-South (IRL-S) Project including funding for the C-23/24 and C-25 reservoirs and STAs.

The Indian River Lagoon-South Restoration Project, part of the Comprehensive Everglades Restoration Plan (CERP), was authorized to address the damaging effects of pollution and unnaturally large freshwater discharges and local basin runoff on our ecologically vital water bodies. The IRL-S Project employs a regional approach to address the Martin and St. Lucie County portions of the lagoon. The completion of this project will greatly reduce polluted discharges into the St. Lucie River and the Indian River Lagoon.

Comprehensive Water Reform

Support legislation intended to assess and regularly report the financial need to address Florida’s water infrastructure relating to water supply including conservation, the protection of water quality, stormwater, wastewater, water reuse, flood control and environmental resource protection and restoration.

Vessel & Waterways

Support revised statutory authority and continued state funding for the enforcement and removal of derelict vessels, with emphasis on chronic offenders. SUPPORT local regulation of vessels, mooring fields, bulkheads and seawalls, floating vessel platforms, and seagrasses.

Project	Project Description	Requested Amount	Match
Fort Pierce Shore Protection Project	2020 FPB Emergency truck haul (R)	\$1,110,769	\$1,110,769
	Emergency truck haul design/monitoring/observation (R)	\$62,383	\$62,383
	2019 Post Dorian Beach Assessment (R)	\$9,226	\$9,226
	Construction	\$1,112,000	\$1,112,000
	Construction Oversight	\$25,000	\$25,000
	Physical and biological monitoring	\$150,000	\$150,000
	Design and report (Section 111/LRR)	\$50,000	\$50,000
Southern St. Lucie County Beach Restoration	2019 Post Dorian Beach Assessment (R)	\$10,361	\$13,463
Fort Pierce Inlet Management Plan	Sand Trap Phase 1 Construction (Budget Shortfall)	\$675,000	\$225,000
	TOTAL	\$3,204,739	\$2,757,841

TRANSPORTATION & INFRASTRUCTURE



The Port of Fort Pierce

In 2018, the County invested in the purchase of a 12 acre site, known as the King Maritime Terminal, at the Port of Fort Pierce. Although the Port of Fort Pierce lies physically within the City of Fort Pierce limits, management falls under the jurisdiction of St. Lucie County, which comprised of the St. Lucie County Board of County Commissioners. Currently, there is an interlocal agreement between the City of Fort Pierce and St. Lucie County which clarifies roles and responsibilities and sets the framework for future collaboration and partnership in port development.

In 1990, the Florida Legislature created the Florida Seaport Transportation & Economic Development (FSTED), an on-port investment program, which is administered by the FSTED Council, consisting of the port directors of the 15 public seaports, the Secretary of the Department of Transportation, and the Director of the Department of Economic Opportunity. This state and local investment entity is statutorily charged with accomplishing the state's seaport development mission of implementing capital improvement projects at the local level.

The City of Fort Pierce supports the full funding of all projects within the Florida Department of Transportation's Seaport Program and the Florida Seaport Transportation & Economic Development (FSTED).

Transportation Funding

Municipalities have limited revenue options for funding transportation projects. A major portion of transportation funding flows to municipalities through the county, state and federal governments. Much of that funding is generated through a tax on gasoline, and recent data has shown the purchase of gasoline has decreased significantly, in effect decreasing the available revenue to municipalities for transportation infrastructure.

Transportation projects are often the catalyst for economic development and the result of growth within a community. As municipalities lack options to increase revenue and continue to struggle to fund local transportation projects, increased and alternative funding sources at the state level are a necessity. The City of Fort Pierce SUPPORTS legislation that provides opportunities for increased and alternative revenue sources for municipal transportation infrastructure projects.

Impact Fees

Impact fees and transportation concurrency are mechanisms used by local governments to ensure that new developments pay for the infrastructure needs they generate.

An impact fee is based on the proportionate share of the cost of the public facilities needed to serve new development. Florida law requires that calculation of an impact fee be based on the most recent and localized data. In addition, a city imposing an impact fee must provide for an accounting and reporting of impact fee collections and expenditures.

Transportation concurrency is a state law that requires each local government in Florida to adopt a comprehensive plan and implement regulations that require adequate basic services and facilities be provided at the same time as, or concurrent with, any new development.

The City of Fort Pierce **opposes** legislation which would preempt their authority to set impact fees or transportation concurrency.

Micromobility Programs

Supports the City's ability to effectively manage micromobility programs. Local decision makers should retain the authority to enact appropriate regulations that protect public health, safety and welfare.

Broadband

The COVID-19 pandemic has highlighted the disparities existing in broadband infrastructure. The City of Fort Pierce supports efforts to promote accessibility and affordability of broadband services. To combat the overreporting of connectivity, The City supports efforts to improve service mapping through data collection and a grievance processes to contest inaccurate maps.

© Lisa Ann



HEALTH & HUMAN SERVICES

Homelessness

Support State funding for establishing and maintaining local homelessness programs, housing for the homeless, and operating capital for the aid groups and statewide agencies that oversee them.

Foreclosures, unemployment rates, and lack of job opportunities have left communities nationwide devastated with an increase of homelessness. Statistics show that Florida ranked third highest nationally in the number of homeless individuals in 2012, with approximately 54,300 homeless individuals. Homelessness brings many complications to communities besides leaving thousands of people without a sustainable living environment. Having more affordable housing in the community can help individuals at risk of being homeless.

Affordable Housing

The State of Florida established the Sadowski Housing Trust Fund to create a source of funding for affordable housing. Funding comes from a dedicated tax on housing transactions. Recently, the trust fund has been swept by the State Legislature for other uses.

The City of Fort Pierce **support** allocating the full amount of dedicated documentary tax revenues for state and local affordable housing programs. As well as, SUPPORTs investing in affordable housing to create jobs in home repair, hardening homes, retrofitting and constructing affordable rental units, and lowering energy costs to make housing more affordable.

Mental Health/Substance Abuse Services and Funding

In the last two years over \$30 million in mental health funding had been lost to Florida's communities. Increased community funding is required to meet the needs of persons residing in the Treasure Coast who are mentally ill and often also have severe substance use disorders.

Additionally, the human and economic costs of untreated mental illness in our state continue to rise. Those costs include the criminalization of people with untreated mental illness, family erosion, substance abuse, job loss, domestic violence, homelessness, medical problems, crime and suicide. Florida must do more to invest and fund community-based and integrated mental healthcare.

The City Fort Pierce **supports** efforts to increase supportive housing, jail diversion, and employment and education initiatives for people with mental health or substance abuse issues. SUPPORTs diverting, medically assisting, or treating mentally ill outside of the criminal justice process through alternative programs, such as Crisis Intervention Teams. SUPPORTs continued efforts to work through Medicaid



reform initiatives to ensure that persons with substance abuse and mental health treatment needs are appropriately served.

Furthermore, the City **supports** appropriate funding for core mental health and substance abuse services. SUPPORTs increased funding of the Criminal Justice Mental Health and Substance Abuse Reinvestment Grant Program with recurring dollars in a trust fund. SUPPORTs sustainable matching state funds to counties that have received both planning and implementation Reinvestment Grant funds.

Healthy Families

The City of Fort Pierce **supports** a continuation of funding for the Florida Healthy Families program.

Early Steps Program

Local governments receive State support for libraries through three different programs: the State Aid program, the Regional Multi-type Library Cooperative Grant program, and the Public Library Construction Grant program. Continuation of these funding sources will ensure that the State will play an appropriate role in enhancing public library service by matching local library expenditures, enhancing consortia services to area libraries, and providing needed dollars for the construction of new public libraries.

EDUCATION

State Library Funding

Local governments receive State support for libraries through three different programs: the State Aid program, the Regional Multi-type Library Cooperative Grant program, and the Public Library Construction Grant program. Continuation of these funding sources will ensure that the State will play an appropriate role in enhancing public library service by matching local library expenditures, enhancing consortia services to area libraries, and providing needed dollars for the construction of new public libraries.

Indian River State College

The City *supports* IRSC's top legislative priority in 2021 - full funding to construct the Advanced Workforce Training Complex. IRSC is requesting \$10,637,108 in Public Education Capital Outlay (PECO) funding to build a state-of-the-art, 50,000+ square foot training facility on its main campus in Fort Pierce. The \$23.3 million project has received a combined \$10.7 million in previous legislative sessions (including \$4.2 million in 2019) and will have a local, private fund match of \$2 million from the IRSC Foundation.

The AWTC will expand IRSC's capacity to offer training in smart and additive manufacturing, and serve as home to important industrial skills programs such as HVAC, Automotive Technology, Welding, Electrical Systems, and more. The endeavor will provide new opportunities for industry partnerships, applied learning and apprenticeships, and K-12 engagement in Dual Enrollment, CAPE, and beyond. This modern educational facility will also be instrumental in supporting regional economic development efforts, including those in Fort Pierce with respect to the Port of Fort Pierce, and more.





City Commission Regular Meeting - 6:00 pm

10. b.

Meeting Date: 01/04/2021

Re: Preliminary Fourth Quarter Financial Report

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

MOVED TO 1/19/2021 AGENDA. Preliminary Fourth Quarter Financial Report

SUMMARY:

The Finance Director prepares and presents to the City Commission and Citizens a quarterly report on the financial status of the different funds of the City. The financial report for the period ending September 30, 2020, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Urban Redevelopment Funds. The financial book shows comparative information for the fourth quarters of FY 2019 and 2020.

RECOMMENDATION:

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

ALTERNATIVES:

The report can be enhanced or changed completely.

RESPONSIBLE STAFF:

Director of Finance

COORDINATED WITH:

Finance Department and City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2020

OTHER INFORMATION:

Report on FY 2020 budgeted Revenue and Expenditures

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/26/2020 10:14 AM
City Manager	Nick Mimms	11/25/2020 08:07 AM
Finance Department	Johnna Morris	12/01/2020 09:29 AM
City Manager	Nick Mimms	12/01/2020 10:56 AM
Finance Department	Johnna Morris	12/29/2020 11:33 AM
City Manager	Nick Mimms	12/29/2020 02:59 PM
Finance Department	Linda Cox	12/30/2020 12:02 PM

Form Started By: Queen Thompkins
Final Approval Date: 12/30/2020

Started On: 10/20/2020 11:44 AM

City Commission Regular Meeting - 6:00 pm

10. c.

Meeting Date: 01/04/2021

Re: Presentation of Unsolicited Proposal for Lease and Management of the Animal Shelter

SUBJECT:

Presentation of an unsolicited proposal from Operation SOS to lease and management animal shelter located at 100 Savannah Road.

SUMMARY:

Presentation of an unsolicited proposal from Operation SOS to lease and management animal shelter located at 100 Savannah Road.

RECOMMENDATION:

Approve the proposal and direct staff to move forward to draft a lease for the facility and a services agreement for the care of the animals.

ALTERNATIVES:

Staff will act as directed by the City Commission.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

City Manager's Office
City Attorney's Office
St. Lucie County Attorney's Office
St. Lucie County Public Safety Department

Fiscal Impact

OTHER INFORMATION:

Operations will continue under the existing budget item.

Attachments

Operation SOS Proposal
Presentation

Form Review

Form Started By: Linda Cox
Final Approval Date: 12/29/2020

Started On: 12/29/2020 03:37 PM

Table of Contents:

1. Letter of Transmittal
2. Experience and Qualifications
 - W-9 Taxpayer Identification
 - Business Tax Receipt
 - Certificate of Insurance
 - Operation S.O.S. Staff Resumes
 - EIN for Sunrise Humane Society
3. Business Plan
 - Staff Hierarchy Diagram
 - Phase One
 - Phase Two
 - Phase Three
 - Phase Four
4. Financial Plans and Oversight
 - Proposed 2021 Budget
 - Proposed Start-Up Loan
5. Staffing and Professional Qualifications
 - Sample Wellness Clinic Budget
 - Operation S.O.S. Veterinary Fees for Shelters contract
 - Resume: Proposed Shelter Manager, Mandy Rowan
 - Resume: Proposed Facilities Director, Scott Coccoli
6. Supplemental Documents
 - Florida Animal Friend Grant Recipient Letter
 - IRS 501.c3
 - State of Florida DBA
 - FL Consumer's Certificate of Exemption
 - FL DBPR License
 - FL HCCE License
 - FL Solicitations for Contributions Registration
 - FL Biomedical Waster Permit
 - Dr. Kittams' FL DBPR License
 - Dr. Kittams' DEA License
7. Fees and Compensation
8. Facilities and Lease Agreement
 - Proposed Lease Agreement
9. Termination of Contract
10. Letters of Recommendation
 - Okeechobee Animal Control
 - Port Saint Lucie Animal Control
 - United for Animals

Operation



Sterilization Outreach
Services, Inc.

RECEIVED

DEC 14 2020

CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

Operation Sterilization Outreach Services, Inc.
9196 SE Karin St.
Hobe Sound, FL 33455
(772)222-7717
operationsosflorida@gmail.com

November 17, 2020

City of Fort Pierce, Florida

Dear Ms. Arraiz:

This Letter of Transmittal is written to introduce a proposal to operate the Animal Shelter located at 100 Savannah Rd., Fort Pierce, Florida. We are Operation Sterilization Outreach Services, Inc., hereby abbreviated as our DBA: Operation S.O.S.

We are a Florida-registered 501.c3 corporation, in good standing with the Florida Secretary of State under the Department of Business and Professional Regulation. Operation S.O.S. sponsors a mobile Veterinary spay/neuter surgery Van with the staff of a Florida-licensed Veterinarian and two Veterinary Technicians. The Organization has been servicing the Treasure Coast and Okeechobee County since 2017. To-date over 10,000 sterilization surgeries have been provided, making the Organization the highest provider of veterinary High-Quality/High-Volume (HQHV) spay/neuter services in aforementioned area. We tout contracts with the City of Fort Pierce, Saint Lucie County, Okeechobee County, and City of Port Saint Lucie. We are the only provider of spay/neuter services to all three municipalities with ordinances/funding for feline Trap-Neuter-Vaccinate-Release programs.

Providing public spay/neuter is only forty-percent of our services. The remaining sixty-percent comes from providing medical/surgical care to fifteen area rescues/shelters. Having a mobile unit allows us to take the needed services to the animals. Our staff daily spend two hours on the road to take services to the source. It has been our honor to intimately observe the workings of each Organization saving animals, getting to know the staff and volunteers committing their lives to animal welfare. Days/nights/weekends, we respond to texts/emails/calls to help with an animal in need. We pass on our nonprofit discounts for medical supplies, ordering for these Organizations. What this translates to is each Organization we service receives the most highly discounted medical products like antibiotics, vaccinations, heartworm treatment and surgery. There is no fee for these services beyond what it costs us. Our access to resources keep shelter costs to a minimum, maximizing funding for animal care. Shelter support is what we do. The big white Van and our staff are the epicenter connecting our Animal Welfare community.

Under the Supplemental Documents portion, are legal documents for Operation SOS. Also included is the funding letter from the Florida Animal Friend license plate spay/neuter grant. This is a highly sought-after State grant. We were recipients for our Okeechobee work after being in business for only two years. Our Organization does not actively solicit donations as we are small and focused on surgery days. Despite, in three years of business, we have received \$89k in grants/bequests/donations. This is phenomenal for an Organization with an annual operating budget of \$300k. We continue to write grants as we see the opportunity.

(772)222-7717 ♦ operationneuter@gmail.com ♦ www.operationsos.net

Connecting income-qualifying households to veterinary spay/neuter services

Moving to the bigger picture of area Animal Welfare, the Savannah Rd shelter has been closed for a year. In that time we have witnessed the Shelters we serve inundated with animals. They are constantly filled beyond reasonable numbers in their capacity for care. Despite, the public keep coming with more animals. It has been difficult to witness and we hope for relief for these private organizations. Two RFPs have been presented with no acceptable applicants. With the attached document, it is our intention to work within the parameters set by the City of Fort Pierce RFP document.

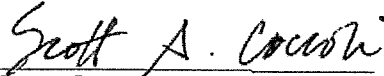
In the following document, we suggest an unconventional approach to filling a need. This approach is one we see as a win-win for the City of Fort Pierce, St. Lucie County, the public, the Animal Welfare community and the animals collectively served. Our goal is to create a wholly new nonprofit Organization in a four-phase approach. The nuts-and-bolts of immediate transition of animal care by 2/1/2021 will require a Shelter Manager immediately in place. That person has been identified and an acceptable salaried compensation has been negotiated. The current kennel staff will be offered continued employment. Operation SOS will have the surgery Van parked/providing services four-days a week, charging on a per animal basis. Dr. Kittams will temporarily move closer to the Facility and her staff will also be close for emergent needs. The Operation SOS Board will be available for situations that require volunteer help/transition. It is our goal to have Animal Control go back to being Animal Control, with our Team taking over day-to-day shelter activities. Operation S.O.S. will have a vested-interest in the success of the Shelter as we will administrate a \$20k start-up loan to the new Organization. Terms of that loan are also included in this document.


On the business side, establishment with the IRS as a nonprofit 501.c3, opening bank accounts and licensure/permits, the administrative side is clear. From there, establishing a responsible, active and vested Board of Directors is essential. In tandem, finding the right people as a Staff and Volunteer Team that focuses on compassionate care is key. Lastly, our community shelter will aspire to be an essential part of the greater Community, being a safety net to all those furry friends of our community that need help.

The Municipalities met the call in providing over \$500k in upgrades to the Savannah Rd Shelter. We will rally our proverbial troops to respond in-like to support, grow and encourage the success of the Savannah Rd Shelter. This endeavor will also require the Community to respond. We will ask the Commissioners, Animal Control, the Sheriffs, the Business Owners and Veterinary Community all to be part of the solution.

Operation S.O.S. has been very blessed in a very short period of time in being successful. In part, our success is due to the resilient Animal Welfare community and the Municipalities that support our services. It is our intent to inclusively create an animal shelter that is fiscally responsible, transparent, compassionate and strives to serve. Presented to you is our collective new shelter: Sunrise Humane Society.

Cheers to the Animals,


Scott Coccoli, Board President
Operation S.O.S.


Dr. Julie Kittams, Executive Director
Operation S.O.S.

"The greatness of a nation and its moral progress can be judged by the way its animals are treated." -Mahatma Ghandi

A. Experience and Qualifications

Operation Sterilization Outreach Services, Inc. (DBA Operation S.O.S.) is a Florida-registered 501.c3 nonprofit operating from a mobile surgery Van employing a Florida-registered Veterinarian and two Veterinary Technicians. The Organization has been servicing the Treasure Coast and Okeechobee County since 2017. To-date over 10,000 sterilization surgeries have been administered. By far, we are the largest provider of High-Quality/High-Volume (HQ/HV) spay/neuter services in aforementioned area. We tout contracts with the City of Fort Pierce, Saint Lucie County, Okeechobee County, and City of Port Saint Lucie. We are the only provider of services to all three municipalities for feral cat Trap/Neuter/Vaccinate/Release (TNVR) programs aimed at decreasing stray-cat populations. We also provide spay/neuter/wellness services to fifteen area shelter/rescues. The role Operation S.O.S. plays in the community puts us at the epicenter of area Animal Welfare.

Our Executive Director is Dr. Julie Kittams. She has been a Veterinarian for 23 years, licensed in the State of Florida for six years. Her passion for animal welfare has driven her entire veterinary career and is what founded and continues to drive Operation S.O.S. in providing humane and affordable veterinary care. Her resume is included. Note she has specialized training from the ASPCA for HQ/HV spay/neuter surgery. Her two-decades of experience in emergency and shelter medicine are invaluable to the services we provide.

Our Board of Directors touts Dr. Kittams as a non-voting member (Conflict of Interest) and five additional members, each with a history in animal welfare and an active role in the functions of Operation S.O.S.: Scott Coccoli (resume included), Dr. Sara Matthews (Dr. Dan's Animal Hospital), Joanne Bury (past-Board President of the Humane Society of the Treasure Coast), Brian Bohmueller (GoodnessFirst.com), Jan DalCorso (Full Moon Phoenix).

We employ two full-time Veterinary Technicians. Amber Sweatt, Lead Technician, has over 20 years experience as Veterinary Technician and is currently enrolled in the Veterinary Technician licensure program at St. Petersburg College. Sara Schneider has over four years experience in an AAHA-certified Veterinary Hospital in Illinois after retiring her thirty-year career working with the public as a Hair Stylist. She also worked at Furry Friends no-kill shelter in Jupiter, FL. Our small but mighty dream-team of three can produce up to 40 surgeries daily. Resumes included.

The legal history of the Proposer is as follows:

In short, Proposer has no history of litigation, claims or disputes as outlined in the RFP document from City of Fort Pierce.

Operation S.O.S. came into being as the Board of Directors recognized a need in the Community. We purchased our surgical unit, obtained all the appropriate permits and sought grant-funding where necessary. In a very short time, we have created an incredible asset to the community of the Treasure Coast and Okeechobee. Our Organization has the skillset, financial resources and connections to create a new Animal Shelter nonprofit business servicing the communities of Fort Pierce and Unincorporated St. Lucie County. This proposal is to present the objective of forming an open-admission animal shelter to take in all domestic cats and dogs surrendered by the City of Fort Pierce/Unincorporated St. Lucie County residents or impounded by aforementioned municipal Animal Control. Said-Shelter will reflect the needs of the immediate Community and strive to be financially viable, transparent and a model for local Animal Welfare.

2020 - 2021

MARTIN COUNTY
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2017-125-0716
Category 125
Phone (772)222-7717
Location 9196 SE KARIN ST

Cert VM13164
Sic No 541940

Lic Fee 0.00
Penalty 0.00
Coll-Fee 0.00
Transfer 0.00



TOTAL 0.00

NP

KITTAMS, JUILE

OPERATION STERILIZATION OUTREACH, SERVICES INC

Has satisfied requirements to engage in the business profession
or occupation of 125 MOBILE VETERINARY

at location listed for the period beginning on

July 27, 2020

OPERATION STERILIZATION OUTREACH,
SERVICES INC
9196 SE KARIN ST
HOBE SOUND, FL 33455

AND ENDING September 30, 2021

805-19-00242159 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB INTL MIDWEST LTD/AVMA/PLIT 83550728 55 EAST JACKSON BLVD STE 14A CHICAGO IL 60604	CONTACT NAME:		
	PHONE (800) 228-7548 (A/C, No, Ext):	FAX (866) 229-3296 (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
	NAIC#		
	INSURER A : Twin City Fire Insurance Company		29459
INSURED OPERATION STERILIZATION OUTREACH SERVICE INC DBA OPERATION SOS 9196 SE KARIN ST HOBE SOUND FL 33455-6912	INSURER B : Hartford Casualty Insurance Company		29424
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		83 SBW IX1580	02/28/2020	02/28/2021	EACH OCCURRENCE	\$2,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000		
	MED EXP (Any one person)						\$10,000		
	PERSONAL & ADV INJURY						\$2,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$4,000,000	
							PRODUCTS - COMP/OP AGG	\$4,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)		
								BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE		
								AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83 WBG AA6K44	08/17/2020	08/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$500,000
								E.L. DISEASE -EA EMPLOYEE	\$500,000
								E.L. DISEASE - POLICY LIMIT	\$500,000
A	EMPLOYMENT PRACTICES LIABILITY			83 SBW IX1580	02/28/2020	02/28/2021	Each Claim Limit	\$10,000	
							Aggregate Limit	\$10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Fort Pierce
 100 SAVANNAH RD
 FORT PIERCE FL 34982-3445

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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Dr. Julie Kittams

(503)317-4247 9196 SE Karin St. Hobe Sound, FL. 33455 juliekittams@gmail.com

Profile

I am a small animal Veterinarian, working in private practice and shelter medicine for over twenty years. Four years ago I elected to pursue my passion for Animal Welfare and started the nonprofit Operation Sterilization Outreach Services, Inc. As the Veterinarian and Executive Director, I have learned tremendously from this project. From administrating a business, to working with municipal contracts, to the nonprofit side of fundraising/grants, I have gained a new skillset outside of being a Veterinarian.

Experience

EXECUTIVE DIRECTOR/VETERINARIAN, OPERATION S.O.S. – 2016-PRESENT

Nonprofit deploying a mobile spay/neuter outreach van, providing an average of twenty-two surgeries daily. Additionally, provides support to over fifteen area rescues/shelters, assisting in medical/surgical care to be sure each facility can maximize their adoption potential. Four municipal contracts to provide spay/neuter services. Only provider of TNVR to three municipalities. To date, accepted \$90k in grants/donations and provided over 10,000 sterilization surgeries.

RELIEF VETERINARIAN, VAGABOND VETERINARY SERVICES-2005-2017

Self-employed providing relief services to private practice, emergency and shelters. Also provided public house-call euthanasia. Serviced over twenty veterinary facilities in its tenure, was highly regarded and in high-demand in a metropolitan area of over a million people.

ASSOCIATE VETERINARIAN, VCA NORTH PORTLAND VETERINARY HOSPITAL-2011-2015

Relief Vet transitioned to full-time staff Vet. AAHA-certified, highly-respected full-service facility touting Board Certified Anesthesiologist, Dentist and a staff of over 30. Clients were a full-spectrum of socio-economic background.

EMERGENCY VETERINARIAN, EMERGENCY VETERINARY CLINIC OF TUALATIN-2009-2015

Part-time staff Vet in a busy emergency facility. Cared for complicated medical/surgical cases transferred from local Speciality Hospitals and general practices. Required to work independently and efficiently, enter charges, make accurate estimates, discuss client expectations, counsel clients making difficult decisions.

ASSOCIATE VETERINARIAN, EMERGENCY VETERINARY CLINIC OF SANTA FE-2004-2006

Full-time Vet in small animal emergency facility. Overnight shifts of fifteen hours with only one staff member. Position required to be highly independent, performing advanced surgery and managing complicated cases.

SPAY/NEUTER VETERINARIAN, ESPANOLA HUMANE SOCIETY-2004-2006

Part-time Veterinarian in a shelter with a public spay/neuter clinic. Average twenty surgeries in four hours. Worked with adjacent shelter, Santa Fe Humane Society, performing surgeries.

WILLAMETTE VETERINARY CLINIC, P.C., CORVALLIS, OR-1998-2003

Senior Veterinarian and Marketing Director. AAHA-certified practice, employed six Veterinarians along with support staff. Considered the best Veterinary practice in the area. Focused on cutting-edge medicine, open 365-days a year.

Remainder of job history provided upon request

Education

Bachelor of Science, Microbiology, 1992. Oregon State University.

Doctor of Veterinary Medicine, 1997. Oregon State University

ASPCA Humane Alliance HQ/HV Surgical Training, 2017. Asheville, NC

Professional Memberships

*American Veterinary Medical Association *Humane Society VMA *Association of Shelter Veterinarians

Volunteer Work

*Portland Veterinary Medical Association, President *Iditarod Dogsled Race, Medical Team

*Santa Fe Community College, Veterinary Assistant Program *APY Land Management, Camel Export, S.Australia *Feral Cat Coalition of Oregon, Spay/neuter Vet *Heartland Humane Society, Spay/neuter Vet *Oregon Friends of Shelter Animals, Spay/neuter Vet *Ko Phagnan Vet Clinic, Thailand, Spay/neuter Vet *Navajo Animal Clinic, Vet

References

Dr. Steve Callahan, Veterinarian/Owner (retired). Corvallis, OR (541)602-4340

Dr. Sara Mathews, Veterinarian/Owner. Vero Beach, FL (772)567-8468

Dr. Patricia Ries, Veterinarian/Owner. Jensen Beach, FL (772)530-9800

Scott A. Coccoli
9 Mediterranean Blvd N
Port St Lucie, FL 34952
772-249-6949

Utilizing the knowledge, skills and abilities from both my animal welfare and professional positions, I would fulfill the duties of Facilities Manager for Sunrise City Humane Society. My working relationship with both the City of Ft Pierce and St Lucie County animal control divisions is solid and professional. My working relationship and partnership with local rescues/shelters is already established. I have a vested interest in the welfare of the animals along the Treasure Coast which leads me to being an integral part of our new community shelter.

Animal Welfare Qualifications

August 2016 - Present Operation Sterilization Outreach Services, Inc. Hobe Sound , FL 33455

POSITIONS :

2018 – Present Board of Directors, President

2020 Assistant vet technician in training

Preparing animals for sterilization surgery including animal restraint during sedation and tracheal intubation, checking vital signs, preparing surgical incision site and monitoring animals post surgery.

2017 – 2018 Board of Directors, Vice President

2016 – 2017 Technical Advisor / Driver / Maintenance Technician

Performed remodel construction of mobile veterinarian clinic to meet owner's design.

Driving duties of mobile clinic to public outreach locations. Performed routine mechanical maintenance on vehicle. Acted as technical advisor on Operation S.O.S, Inc. business operations.

2017 – 2020 Community Cat Coalition of the Treasure Coast

Director of organization acting as liaison to City of Ft Pierce, St Lucie County and City of Port St Lucie animal control divisions. Responding to requests for trapping, setting trapping schedules in coordination with veterinarians, assigning trappers to locations, verifying TNVR certificates to animal control, training new trappers, maintaining equipment and overseeing foodbank for cat caregivers.

11/1/2014 – 5/20/2016 Humane Society of the Treasure Coast

4100 SW Leighton Farm Rd

Palm City, Florida 34990

Volunteer Coordinator : Sara Fisher 772-223-8822

Volunteer participation in animal care at the main shelter including cage and kennel cleaning, animal grooming and bathing, securing fecal samples, assisting with

immunizations and administering medications. Monitoring animals post sterilization surgery. Acting as animal adoption counselor matching potential adoptees with animals, then completing adoption contracts. Assisting with animal in-take, animal surrender and owner grief counseling for animal euthanasia.

Volunteer participation in Pet Therapy program with my cat Annie, visiting assisted living facilities, dementia care facilities, elementary schools and shelter fundraisers. Submitted application for position of Director of Humane Education.

Professional Qualifications :

2/20/17 - CURRENT City of Port St Lucie

Public Works

Supervisor : Tom Salvador

HR : 772-344-4335

POSITION : Construction Inspector

Assigned commercial development projects : attends pre-construction meetings, on-site progress meetings, performs construction inspections and participates in final acceptance of projects.

Participates as a member of the Proposal Evaluation Committee for City projects. Assists with designing and making field checks to calculate costs, determine project feasibility and prepare quantity take-offs for City design and construction projects. Assists with CIP projects and City paving program: coordinates Contractor work efforts, maintains daily log of construction and inspection activities, reviews pay requests and computes monthly estimates of work completed.

Responds to resident Service Requests arising from City projects: Contacts resident to fully understand request, documents conditions and attempts to settle issues and concerns.

Monitors utility Contractors performing approved Permit work, including photo documentation of pre-construction conditions, progress of work and inspection of all restoration efforts for close-out.

Patrols for non-approved Permit work, Contractor lane closures and enforces cease work orders.

Excels in written and verbal communication. Ability to generate innovative solutions to work situations.

7/15/2013 – 9/6/2014 TME Enterprises, Inc.

Corp. Headquarters : Chesapeake, VA

HR Specialist : Barbara Hoffman 757-466-8717

POSITION : Project Manager

Setting weekly and monthly work schedules for TME workforce, purchasing materials and performing QA/QR on completed work. Procuring and scheduling subcontractors to perform work, QA/QR on work performed then verifying and processing Invoices for payment. Direct contact with FDOT Maintenance Engineer and Project manager on daily operations and customer service requests, representing TME at monthly FDOT progress meetings. Reviewing TME facility inspection reports and informing vendor of items not meeting the Contract requirements, requesting schedule for corrections and accessing penalties for non-compliance. Performing plans review for upcoming FDOT construction Projects and coordination with City, County and private agencies during Project duration.

Amber Sweatt

Ft Pierce, FL

amber.sweatt@icloud.com - (772)828-7761

PROFILE

Highly skilled Veterinary Technician with over 20 years of experience in private practice. In the last three years, I have found my passion within the Veterinary field is shelter medicine. I enjoy the fast pace of the surgery room and helping clients in need of low cost care. The most rewarding part of the process is helping animals find forever homes.

WORK EXPERIENCE

Lead Technician - Operation S.O.S. - Treasure Coast, FL - 10/2017 to Present

Maintain schedule of daily activities, Coordinate with 10+ shelters and rescues, mentor vet assistant, maintain budget and payroll, work with ClinichQ software, interface with public to help navigate programs and services, induce and intubate for procedures, Order supplies and invoice for 5+ shelters.

Lead Clinic Technician - Humane Society of St Lucie County - PSL, FL - 10/2018 to 2/2019

Maintain daily work flow of surgeries and clinic appointments, monitored pre and post operative patients, induce and intubate for procedures. Work with PetPoints software.

Veterinary Technician - Chasewood Animal Hospital - Jupiter, FL - 7/2017 to 10/2017

Assisted veterinarian in exam rooms, collected blood and urine samples, maintain good client relationships. Work with Avimark software.

Veterinary Technician - North Port St Lucie Animal Hospital - Ft Pierce, FL - 3/2016 to 12/2016

Assisted veterinarian in exam rooms, collected blood and urine samples, prepped patients for surgery. Work with Cornerstone software.

Veterinary Technician - Martin Downs Animal Hospital - Palm City, FL - 8/2013 to 4/2014

Assisted veterinarian with surgery, took care of pre and post operative patients, performed dental cleanings, collected blood and urine samples. Work with DVMax software.

Veterinary Technician Level 3 - Animal Emergency and Referral Center - Fort Pierce, FL - 1/2013 to 8/2013

Administered treatments according to veterinarian orders, assisted veterinarian with surgery, took care of pre and post operative patients, collected blood and urine samples.

Prior work history available upon request.

EDUCATION

Animal Behavior College

Coursework

St. Petersburg College - Veterinary Technology

Currently Attending

SKILLS

Anesthesia (10+ years), Budgeting (5 years), Scheduling (10+ years), Customer Relationship Management (5 years), Computer Skills (10+ years), Inventory Management (10+ years), Management (5 years), Customer Service (10+ years), Marketing (5 years), Payroll (5 years)

SPECIAL AREAS OF INTEREST

Assisting shelters in animal medicine

Canine Behavior/Training

Animal Nutrition

Client Education

Kitten Fostering

MILITARY SERVICE

Service Country: United States

Branch: Navy

Rank: E4

July 2003 to July 2007

Honorable discharge

REFERENCES

Dr. Julie Kittams - DVM - 503 317 4247

Dr. Judith Oliver - Associate DVM - 772 418 6848

Cris Breford - Supervisor - 772 224 1821

Sara Schneider

Veterinary Assistant

Address Port Saint Lucie, FL, 34986

Phone (630) 267-5997

Email sarag0404@live.com

Veterinarian Assistant willing to work and offering a great work ethic. An animal lover with over 2 years of successfully assisting Veterinarian in surgery. Highly motivated employee committed to learning new tasks.

Skills

Vaccination administration, I.V, SQ drug administration, Restraint (dog & cat), Surgical prepping procedures, General anesthesia monitoring, Animal behavior observation, Preventative observation, Preventative care, Initial animal evaluation, Surgical assistance, Disinfectant procedures, Communication skills.

2018-10 - Current

Veterinarian Assistant

Operation Sterilization Outreach Services, Hobe Sound, FL

- Assisted veterinarians with restraining animals during examinations to assess injuries.
- Monitored health and behavior of animals by looking for urine and fecal output and completing weight checks.
- Prepared surgical instrument packs and drapes for use in sterile environments to be processed in autoclave.
- Maintained healthy environment by cleaning and disinfecting exam areas, equipment and kennels.
- Assisted veterinarian during surgical procedures by organizing operating room by preparing necessary tools and equipment.
- Restrained animals of all sizes appropriately during veterinarian examinations and when immunizations were given.
- Provide comfort to clients of sick or dying pets.
- Assessed paws, ears and eyes for injuries or infections upon check-in and notified customers of issues immediately.
- Implanted subcutaneous identification microchips into animals.
- Swabbed ears to remove wax and dirt, to allow air to circulate freely and avoid infection.
- Assisted veterinarian with wound treatment, administration of vaccines and operations.

2017-08 - 2017-10

Veterinary Technician Assistant

Furry Friends Rescue, Palm City, FL

- Conducted preliminary patient workups including gathering patient history information, description of symptoms from owner, and documenting presenting condition.
 - Monitored health and behavior of animals by looking for urine and fecal output, completing weight checks and observing appetite during feeding.
 - Administered heartworm tests, distemper vaccine, sq fluids, fecal float, heartworm preventative and flea & tick medications to animals. Scheduled on a regular basis and documented any changes in condition.
 - Applied medications and treatments to dogs/cats afflicted with fleas and skin mange or ringworm parasitic infestations.
 - Assessed paws, ears and eyes for injuries or infections upon check-in and notified veterinarian/staff of issues immediately.
 - Induced anesthesia by inhalation.
 - Administered medications, vaccines, and treatments as instructed by veterinarian.
- Lifted dogs of varying weights and breeds for services on daily basis
Blood draws and bladder expressions.

2012-04 - 2017-06

Kennel Staff Assistant

Meadowview Veterinarian Clinic, Geneva,

- Maintained clean and organized boarding areas to promote animal wellbeing.
- Monitored animal behavior and completed examinations to identify issues, injuries or potential diseases.
- Contributed to client retention by consistently providing outstanding customer service to both clients and pets.
- Monitored and maintained food and water of boarded animals according to animal dietary health guidelines.
- Completed animal intakes to board by labeling all home items and toys.
- Educated clients and answered questions regarding dietary products, medications and supplies.
- Assisted on basic wound care and other medical aid with Veterinarians to handle advanced cases.
- Monitored and recorded information such as feeding schedules, appearance, behavior of boarded and/or hospitalized patients.
- Completed daily cleaning of kennels, cages and public areas using disease control protocol to provide sterile environment.
- Stocked kennel and cleaning supplies to maintain proper inventory for daily

Mandy Rowan

Port St. Lucie, Fl.

Pickles4700@aol.com (772) 204-5732

I believe I have the unique distinction of not only growing up in this area, but raising my own family here. I've lived and worked here for forty years. This adds to the skills I've spent decades acquiring. I have a passion to help not only animals, but the people who care for them. I enjoy working with people and educating them on animal care and safety. I have strong community outreach and communication skills; as well as decades of hospital and shelter experience. I know what the needs are for this community, as I am a part of that same community.

Work Experience:

Shelter Manager/medical director

Dogs and Cats Forever, Ft. Pierce, Fl. 9/2019 to present

Intakes, medical appointments arranged and needs met. Staff, volunteer and foster coordination and oversight. Inventory management. Adoption and surrender counseling. Making sure isolation and quarantine protocols are followed. Problem solving on multiple levels. Rescue partner outreach, local veterinary outreach. Social media use and fundraising. Constantly creating new ideas for shelter success!

Veterinary Technician

Big Dog Ranch Rescue, Loxahatchee, Fl. 7/2019 to 12/2019.

Maintaining daily medical health for 600 dogs. Surgical tech for over 25 surgeries per day. Twice daily medicating of 150 animals per day. Intake exams and followed protocol for incoming transports from outside agencies for 50 or more animals at a time. Coordinating care with adoption and kennel staff. Learning the incredible value of shelter medicine after so many years in private practice. And seeing it work! I loved this job. I only left, as an opportunity presented itself closer to home.

Practice Manager / veterinary technician

Sandpiper Animal Hospital , Port St. Lucie, Fl. 7/2015 to 5/2019

Staff oversight , inventory management, accounts payable/receivable. Implementing policies and procedures. Creating vaccine and parasiticide protocols. Adherence to all state and federal licensing laws and practices. Managing payroll, and business taxes. Social media interaction, and client involvement. Maintaining client satisfaction. Surgery tech, room and pharmacy tech. I left to pursue my passion for shelter /rescue medicine.

Veterinary technician / receptionist

Morningside Animal Hospital , Port St. Lucie, Fl. 06/2009 to 04/2015 (previously Animal Planet V/H. 2003 – 2009).

Customer service, multi line phones, multiple software systems. Radiology, veni puncture, IV and urinary catheter placement, cytology prep and reading, urinary and fecal prep and reading. Microscopic parasite identification ie: whipworm, roundworm, hookworm, coccidia, tapeworm (both types), mange mites. Infectious disease identification and protocol implementation. Animal restraint, and basic behavioral assessment. Anesthesia and surgical protocols. Hospitalization oversight. Wound cleansing and wrapping. Basic pharmacy knowledge. Veni puncture and IV catheter placement. Core vaccine knowledge. Knowledge of symptoms for basic infectious disease identification. Ie: leptospirosis, CIRDC, Feline, Parvo. Inventory oversight, including controlled substance log oversight.

Education

Port St. Lucie High School Graduate

Special certificates (Euthanasia certification pending)

Cold laser certified ,Hills Pet Nutrition Certified, Digital Dental Radiology Certified

References

Dr. Katie Billmaier 678-689-4766

Dr. Nathan Gimbal 772-334-2273

Meghan Hoffman 772-342-1469

Shauna Bauer 772-633-6931

More references , work history and skills available upon request.

In closing,

I enjoy working at Dogs and Cats Forever. I love the animals and the people I've been fortunate enough to work with. Upon my resignation, Director Jay Apicella will make sure great work continues. This position at a new Animal Shelter provides an opportunity to fulfill a passion and belief that the animals at Savanna Rd. deserve the same high quality care and compassion, that is seen in other outstanding organizations such as D&CF, BDRR, and Furry Friends. I would love to utilize my skills to help bring this community and its animals into 21st century shelter care.

Sincerely,

Mandy Rowan

B. Business Plan

It is our objective to create a new non-profit entity separate from Operation S.O.S., its Board, finances, permits, insurance and operations. The following goals are set for the new Organization, herein named Sunrise Humane Society (abbreviated SHS). Please note naming of said-Organization will be dependent on IRS restrictions.

1) A Tax ID (EIN) has been procured: 85-4145296. IRS Tax-exempt 501.c3 application has been submitted. Appropriate State and Local licensure will be completed. All will be done under Dr. Kittams' Florida license. End-date of two calendar years from the start date is the goal of transferring all documents to a new Board President and Staff Veterinarian.

2) Operation S.O.S. is poised to administrate a \$20K loan to SHS earmarked for start-up costs. The loan will have a 3% interest rate, starting the twelfth month post loan distribution. Loan repayments will begin no later than a year post-loan disbursement and will require repayment within three years of disbursement without penalty. Penalties will be outlined in the loan documents, ultimately signed by SHS Board of Directors. Default will be the responsibility of SHS to resolve. Sample loan document is provided. Imperative to note, Operation S.O.S. is not in the position to be loaning funds: We do so to provide a platform for Operational success of SHS. With our \$20k investment, we are banking on the success of this Organization. This loan is essential to provide the following services, but not limited to: Permits, licensure, website, phone lines, utilities accounts, internet, software program, computers, printers, staffing needs, animal welfare such as food, litterpans, dishes and safety equipment. Also, setting up appropriate video surveillance along with insurance and payroll. The first month will be a great learning curve.

3) A phased approach will be implemented in four steps (detailed reports included)

- Phase 1: Hire Shelter Manager, Facilities Director and animal care staff. Take over daily animal care activities and building maintenance. Form Board of Directors. Draft SOPs/Staff handbook/Job Descriptions/Training programs.
- Phase 2: Open admission intake and public hours of operation. Begin fundraising plan.
- Phase 3: Volunteer/Foster Program implemented with safety training programs. Fundraising plan in place.
- Phase 4: Public Spay/Neuter/Vaccine clinic open for appointments

4) Fundraising is the cornerstone of every nonprofit. Our planet is currently in a global pandemic crisis. Albeit, there are line-items in the budget for Donations, Fundraising, Special Events, Grants and Bequests, this is a challenging time for even the most successful and established nonprofits. Starting a nonprofit during COVID-19 will present challenges that will require patience and ingenuity to address.

1. Complete Management Services Proposal

SHS will be responsible for providing, at a minimum, the following:

a) Transition Plan: The position of Shelter Manager will be immediately filled. That person will work directly with Animal Control to take over animal care, policies, procedures, interfacing with the public and other duties deemed necessary. The current Kennel Staff, if they individually desire, will be moved to SHS payroll. Their

duties/hours will remain the same. Phone lines will be transferred to SHS in order to accommodate calls from the Public. Utilities will also be transferred into SHS accounts.

b). SHS shall accept all domestic animals either surrendered by area residents or impounded by an Animal Control Officer (ACO) or other Law Enforcement personnel. This includes live strays, deceased animals for disposal and owner surrenders for adoption or euthanasia.

c). SHS will ensure animals with ACO/Police holds, quarantine, and pets held in protective custody, are isolated in an area not accessible to the public. Any animal in protective custody is not to be removed from the isolated area without the express permission from the impounding authority, except for providing basic care (walks/ exercise) or medical care.

d) In all instances, SHS will offer professional, compassionate and problem-solving customer service. SHS will endeavor all customers be treated in a manner that conveys respect and courtesy regardless of the cause or nature of their visit. Utmost care will be provided to attempt to keep each animal in their home: studies show if owners are afforded simple resolution to issues, animals are not relinquished to Shelters. SHS staff will attempt to accomplish the goal of animals staying in their home. We will also provide no-cost humane euthanasia to those situations wherein finances restrict access to owners seeking care for terminal/suffering patients.

e) SHS will manage general site operations, including impounds, adoptions, veterinary clinic and preventative maintenance of buildings and all other outdoor spaces including the parking lots.

f). SHS will be responsible for collecting all fees (ex: license fees, spay/neuter fees, impound fees, etc) due to the City/Unincorporated St. Lucie County and issuing receipts for payment prior to releasing any animals. The collected fees shall be remitted to the City/Unincorporated St. Lucie County by the 5th day of each month, following the end of the prior month.

g). SHS will issue a City/Unincorporated St. Lucie County registration or ensure a City/ Unincorporated St. Lucie County registration already exists for every animal either adopted by or returned to a resident of the City/Unincorporated St. Lucie County.

h) The Management Team is as follows:

1) Facilities Director: Shelter Management experience

To be in charge of Volunteer Coordinator & Community Outreach. In addition, Facilities upkeep, Fundraising, Finances, Community Outreach, Public Interface (Reception area/Phones/Website), Adoption events and Volunteer assessment/Training.

2) Shelter Manager: Veterinary Technician

To be in charge of Care of Shelter Animals, managing Volunteers directly associated with animal care, Intakes, Liaison with Animal Control, Fosters and Trainers. In addition, will develop relationships with area Rescues/Shelters.

3) Veterinarian: Florida-Licensed

To be in charge of the HQHV spay/neuter clinic. Will have two full-time Veterinary Technicians that work closely with the Shelter Manager for routine shelter animal wellness, in addition to those with medical needs.

i) An active and vested Volunteer Team is essential to the success of any nonprofit, especially in Animal Welfare. The FD will be in charge of hiring a Volunteer Coordinator (VC). That person will be in charge of Volunteer training, implementing/enforcing safety protocols as designed by the Management Team, scheduling, addressing complaints/suggestions and tracking Volunteer hours. The VC will also administrate the Pet Food Bank, a service for community members that qualify through an assessment program. All participants will be required to register each pet as sterilized and rabies-vaccinated. Once registered in the Food Bank program, participants will be allowed bimonthly allotments dependent on weight of pet and food availability.

j) All animals adopted from SHS will be provided standard-of-care as best allowed by assessment of Veterinarian, Animal Control Officer (if involved) and Management Staff, with attention to individual animal cost to the entire Organization budget. Fundraisers on behalf of each animal for medical issues will be actively pursued via platforms like Facebook. In all instances, if euthanasia is a consideration, area shelters/rescues will be informed of the decision along with a Board of three that will sign off on the decision of euthanasia. Exception to this would be an animal deemed 'dangerous' by an Animal Control Officer, therefore unsuitable for adoption. Procedure will be performed in accordance with Florida State Law and the Florida Animal Control Association guidelines, by either a Florida licensed Veterinarian or a Florida licensed Euthanasia Technician.

k). All adopted animals will have the following pre-adoption services:

1) Dogs: Behavioral assessment, Sterilization, Heartworm test, Fecal test, deworming, 5-in-1/Rabies/Kennel cough vaccination, complete physical exam by Staff Veterinarian & written health assessment, behavioral assessment, appropriate licensure if residing within City of Fort Pierce, St. Lucie County or City of PSL. Clients will also undergo a fifteen minute counseling session with adoption folder on responsible pet ownership and referral to area supporting Veterinary hospitals to obtain appropriate follow-up vaccination boosters and heartworm/flea preventative.

2) Cats: Behavioral assessment, Sterilization, FIV/FelV test, Fecal test, deworming, 5-in-1/Feline leukemia/Rabies vaccination, complete physical exam by Staff Veterinarian & written health assessment, behavioral assessment, appropriate licensure if residing within City of Fort Pierce/St. Lucie County/City of PSL. Clients will undergo a fifteen minute counseling session on responsible pet ownership and referral to area supporting Veterinary hospitals to obtain appropriate follow-up vaccination boosters and flea control.

l) Safety is the number one concern when dealing with animals. Many are frightened, untrained, outside of their normal environment. Rabies is a real threat in Florida, so it is imperative each Staff and Volunteer are appropriately trained and have immediate oversight. Public presence can introduce a variety of challenges to safety.

1) Training and Safety SOPs is the first task for the new Managerial officers. The facility will not be open to the Public until these protocols are formed and instituted.

2) Security cameras will be installed and maintained by an outside Security Firm.

3) COVID-19: SHS will follow all CDC guidelines along with local ordinances regarding decreasing the spread of COVID-19. This includes, but not limited to, facial covering requirement, social distancing, limited number of individuals in the building at even given time. Hand disinfecting and hand washing stations will be placed through the Facility. The Public will be required to comply with a

**Lease and Full Operational
Management:**

Savannah Rd Animal Shelter

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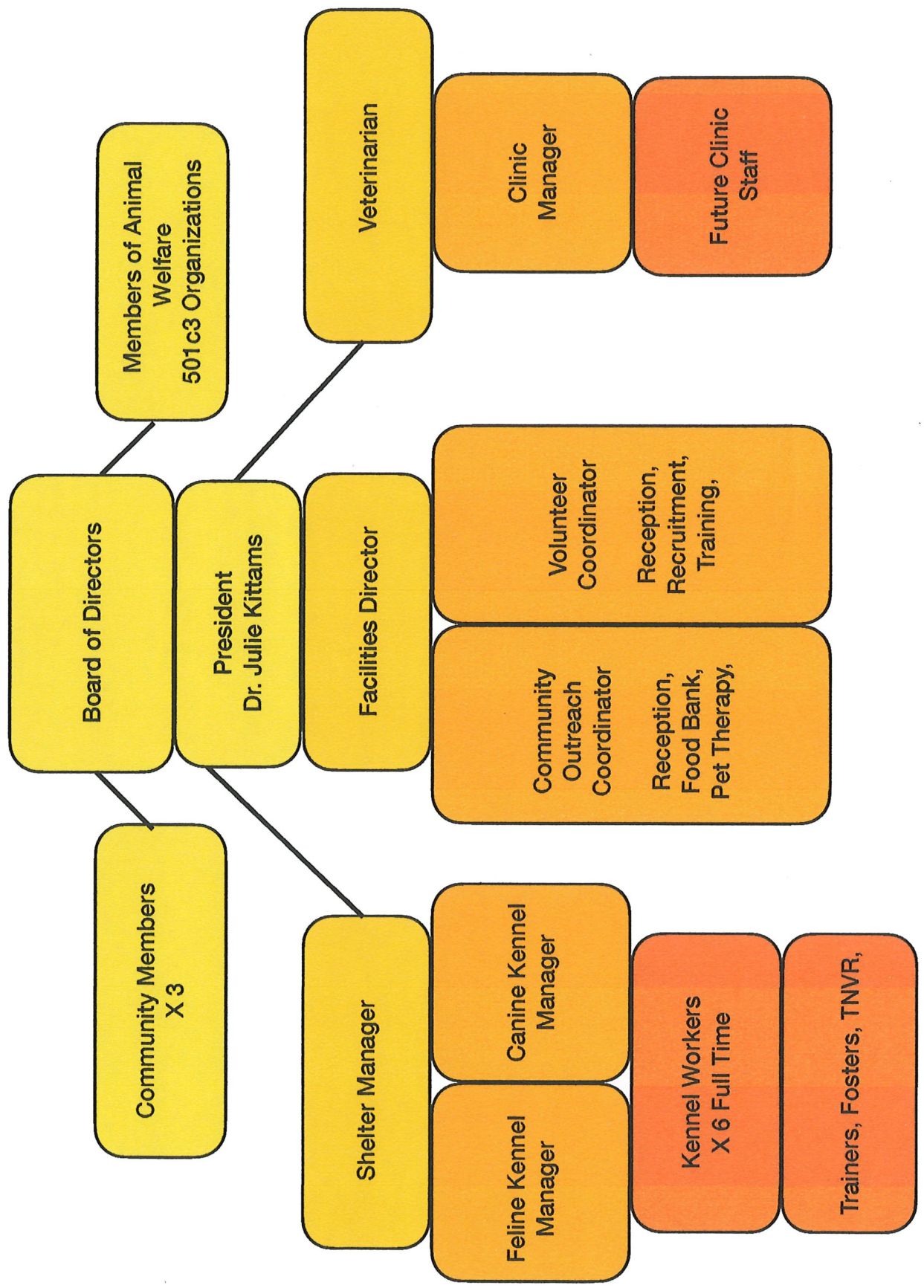
sign-in/sign-out roster and have a skin-temperature taken before admission. It is imperative staff are not infected with COVID-19 so as to continue to provide care for the animals.

m) SHS will develop and implement all critical business systems including but not limited to: preparing audits, completing asset inventories, developing personnel management procedures, paying all taxes, licenses and utilities and providing all required reports and accounting. SHS will also provide appropriate insurance and indemnifying and holding the City of Fort Pierce harmless from any liability arising from the operation of the animal shelter and related activities.

n) Animal record keeping will be managed through ShelterLove cloud-based software. This software can track the shelter intake, source, name/address of residents surrendering and other essential shelter reports.

o) Financial record keeping will be done by a licensed Account and payroll administered by Primepay.

Staff Hierarchy



Phase One

The Facility located at 100 Savannah Rd, Fort Pierce, Florida is currently staffed by a team of eight part-time employees. There are an estimated fifty-six dogs and ten cats currently housed. A Shelter Manager and Facilities Director would be hired and move the current animal care employees to the SHS payroll. This transition period is expected to take 30-days, projected to start 2/1/2021. It is our utmost goal to ensure a smooth transition of leadership and duties.

- 1) Application approved for 501.c3 nonprofit status
- 2) Opening bank accounts (checking/savings/credit card) at Chase Bank
- 3) Distribution of Operation S.O.S. Loan funds of \$20k
- 4) Open payroll account with PrimePay
- 5) All current employees submit resumes and be interviewed for kennel positions.
- 6) Insurance
 - 1) Liability
 - 2) Workers Comp
 - 3) Renters
- 7) Licensing/permits:
 - 1) City of Fort Pierce Business Tax Receipt
 - 2) H.C.C.E. permit
 - 3) Biomedical waste disposal permit
 - 4) FL Dept. of Agriculture: Solicitation for Contributions permit
 - 5) Register with DBPR, State of Florida, as a Corporation
 - 6) Re-employment registration
- 8) Phone and Utility accounts will be moved from City of Fort Pierce to SHS within five business days of lease start-date, or sooner if possible.
- 8) Operation S.O.S. moves Surgery Van to Savannah Rd. location with staff/resources available to shelter animals three days/week and on-call as-needed.
- 9) Supplies ordered under the Operation S.O.S. accounts in-place. Billed without mark-up. Accounts are non-profit prices, negotiated with vendors.
- 10) Signage throughout shelter
- 11) Design and launch of website
- 12) Institute safety plan/Fire escape plan/Install security camera system
- 13) Interview/hire front office staff for projected Public Hours of Tues-Sun 11 a.m. - 5:30 p.m. Priority will be given to designing public hours of operation in accordance with CDC guidelines/local ordinances of social distancing/mask-wearing. Suggestions are adoptions by-appointment, limiting number of people simultaneously in the building, etc.
- 14) Shelter Manager training to be a Certified Euthanasia Technician
 - 1) DEA license to carry euthanasia solution
 - 2) State License to euthanize
- 15) Create feline housing area to current shelter standards
- 16) Create policies/procedures
 - 1) Staff Handbook
 - 2) MSDS
 - 3) Volunteer Training/Waiver
 - 4) Owner surrender
 - 5) Adoption
- 13) Begin permitted process of upgrading laundry room for industrial units

Lease and Full Operational

Management:

Savannah Rd Animal Shelter

Tangible Expenses

- *Five computer workstations with high-speed internet (Comcast) (\$3500)
- *Web-based software program ShelterLuv (pay as you adopt, \$2/adoption)
- *Five phone stations with four phone lines (Comcast) (\$2000)
- *Three printers with bluetooth capability (\$1200)*Design/Institute/Purchase Feline Housing (\$2000)
- *Safety equipment: Transfer cages, nets, Rabies Pole, muzzles, mace, walkie-talkies (\$1000)
- *Scrubs uniforms for all employees (\$1000)
- *Basic office supplies and animal care supplies (\$1000)

Phase Two

The grand task of opening to the Public is the highlight of Phase Two. It will be a learning process finding the true intake of the Shelter. If intake rises, then Staffing costs will rise. It is estimated, a six-month implementation is realistic for this Phase. Public hours of operation will be Tuesday-Sunday 11am-5:30pm. Staff will be on premises a minimum of eight hours a day, seven days a week for animal care needs. For times outside of open business hours, the public can contact the Organization for Lost/Return-to-Owner instances via the Organization Website connected to a monitored email account. Owners can also contact the Organization after-hours via the Organization's Facebook account.

Administrative tasks:

- 1) Complete The Board of Directors
- 2) Design BOD meeting schedule
- 3) Begin a Fundraising Plan
- 4) Plan advertising campaign to Community for financial support
- 5) Plan advertising campaign for Estate planning in Community
- 6) Reach out to area Veterinary hospitals to support SHS: Free-new patient exams to new adoptions: Build trusting relationships to ensure adoption success.
- 7) Design Protocols/Procedures for Volunteers & Waivers
- 8) Design Protocols/Procedures for Fosters
- 9) Assign Research Team to find appropriate generator solution for hurricane preparedness.
- 10) Continue to adhere to current CDC/local ordinance guidelines to prevent the spread of COVID-19.

Tangible Expenses

*Improvements to the Property as approved by the BOD

Install fencing in storage: Already purchased. Outlay design included.

Remodel laundry room for commercial washer/dryer units and increasing shelving (\$7k:
Donor already identified with funding)

Phase Three

SHS will now be ready to accept Volunteers and institute a Foster Program. Part of this training, with signed documents from each individual participating, will be safety protocols. This phase is an estimated eight-month period. Vastly important to note the expenditure to start a Veterinary Clinic. Note this is a low-ball estimate. Hiring a licensed Professional/support staff and the resources needed to administrate state-mandated services is very expensive.

Board of Directors responsibilities/goals:

- Fundraising plan with Goals in place
- Advertising plan in place
- Outreach to area Veterinary hospitals in place

Advertising/interviewing/hiring of Wellness Clinic Staff:

*FL Licensed Veterinarian willing to take over the permits of Dr. Kittams (OpSOS) and administrate a public-serviced wellness/spay-neuter surgery Facility (Cost of \$90k for four daysx10hrs/week)

*Two Part-time Veterinary Technician/Assistants to facilitate the Public Program (cost of \$40k/employee)

Tangible Expenses: \$197,000*

DEA license for controlled substances along with controlled substances: \$1,000

Anesthesia Machines (X2): \$8,000

Surgery Equipment (tables, autoclave, instruments, etc): \$6,000

Pharmacy: \$1,000

Dental scaler for adoptive animals: \$1,000

Annual Payroll (One Veterinarian, Two Technicians): \$180,000

*Expenses for VeterinaryCenter should be a large fundraising campaign

Phase Four

Public spay/neuter clinic open for appointments

New outreach programs: Free pitbull spay/neuter, Rabies and Microchip clinics
quarterly

Operation S.O.S. returns to its regular routine off-site

Parking lot has been paved for safety of staff, volunteers and public

End of first fiscal year:

Complete Budget for next fiscal year

Submit taxes to Accountant

Plan next year of fundraising goals

Tangible Expenses

Purchasing and installing generator system for hurricane preparedness (Cost TBD)

C. Financial Plans and Oversight

1. Revenue and Expense Models

- a) At this time, variables such as animal intake numbers and expenses are based on broad parameters, not true numbers. This limitation presents barriers to creating an accurate budget. SHS agrees to accept the current budget of \$35k/month as compensation.
- b) Payments will be made quarterly and will have a full review of income/expenses for the first two years to more accurately determine the appropriate funding level, mutually agreed upon by the Representatives of SHS, City of Fort Pierce and Unincorporated St. Lucie County.
- b) Concerns regarding the need for additional funding should be part of 2022 budget negotiations for each municipality, with annual fiscal cycle ending for all three organizations Sept 30, 2021.
- c) Year Three will require a bi-annual full review, with quarterly reports.
- d) The actual service agreement will be drafted between the SHS and each jurisdiction. All aspects of the service agreement will be the same, with the exception of the cost if based on a flat fee.
- e) If price is based on a per animal fee or per capita fee, the fee will be the same for both jurisdictions.
- f) Every attempt has been made to project an Income/Expense model as a budget for a this fiscal year. This suggested budget is included. Based on intake numbers provided for the last five years, it is estimated one-thousand animals/year come from the City of Fort Pierce. Eighteen-hundred originate from St. Lucie County (SLC). Put into percentages, City of Fort Pierce carries thirty-six percent of the burden and SLC carries sixty-four percent of the burden. This is how the payments are divided for shelter compensation. This report is merely a model for creating a new Organization.
- g) It is noted any fixed capital improvements shall become the property of the City of Fort Pierce, Florida upon termination or expiration of the term of agreement. There will be no negotiations regarding payment for improvements upon termination of the agreement.

2. Reports

Reports will be generated by shelter-based software program ShelterLove. This cloud-based software program was chosen for cost, ability to generate shelter-specific documents and to accommodate applications necessary for a public Spay/Neuter/Wellness clinic.

3. Oversight

SHS will have transparent data, timely/professional/constructive communication with all stakeholders involved. Data will be managed through the ShelterLove web-based computer software program. Most importantly, the City of Fort Pierce and Saint Lucie County will be offered voting representation on the SHS Board of Directors. Meetings will commence at-minimum on a quarterly basis.

4. Evaluation of Operations

Under transparency, SHS will agree to inspections and evaluations by the stakeholders. The details of the animal shelter evaluation are outlined below.

- a) A written animal shelter evaluation report will be issued semi-annually by the City Manager or Designee which shall be coordinated with the SHS Facilities

Director. Action items shall be addressed immediately by SHS with dates of completion documented weekly.

b) The City Manager or Designee shall, on a bi-monthly basis or as necessary, inspect some or all of the animal shelter operations for purposes of ensuring SHS compliance with the scope of services. In conducting such inspection and evaluation, The City of Fort Pierce representative shall complete applicable portions of the Animal Shelter Operations and Maintenance Standards form (TBD) and shall promptly thereafter provide SHS a copy of the completed form or applicable portion. The City of Fort Pierce representative shall act reasonably and in good faith in making the determination of whether SHS has met the standards identified in the scope of services for the applicable areas being evaluated.

c) The animal shelter operations and maintenance components shall be rated as "Acceptable", "Needs Improvement," or "Unacceptable". An overall rating using the same scale shall also be determined. The City Manager or Designee's rating of an item as "Unacceptable" or "Needs Improvement" shall, upon SHS's receipt of the Animal Shelter Operations and Maintenance Standards form, constitute a Notice of Deficiency with respect to the deficient item(s). Rating Scale shall be outlined below:

- | | |
|---------------------|--------------|
| a. Acceptable | 95-100 |
| b. Need Improvement | 81-94 |
| c. Unacceptable | 80 and below |

d) Within one (1) week after receipt of the Animal Shelter Operations and Maintenance Standards form, the City of Fort Pierce representative and the SHS Facilities Director shall meet to review the deficient item(s), including the corrective actions the shelter manager intends to take to correct the deficient item(s) and time schedule for completion of corrective action. The proposed corrective action and the time schedule shall be approved by the City Manager or Designee. When a deficit item has been satisfactorily corrected, the Facilities Director shall notify the City of Fort Pierce's representative.

e) If SHS obtains an overall rating of "Unacceptable" for a period of two (2) consecutive reviews, or fails to take action to timely correct any deficient item(s), a vendor complaint shall be submitted to the City of Fort Pierce Purchasing Department notifying them that SHS is in material breach of their contract, which may result in contract termination.

f). The following items shall be considered exclusions for the purpose of determining whether there have been two consecutive reviews with overall ratings of 'Unacceptable' and for the purpose of determining whether an outstanding deficient items has been timely corrected:

1) Any outstanding deficient item that the Facilities Director is diligently and timely correcting in accordance with the time schedule jointly agreed to by the City Manager or Designee and the Facilities Director.

2) Any deficient item in which the correction is considered a Capital Improvement but only if and to the extent SHS, in light of its expertise and experience as manager of an Animal Shelter, could not have taken reasonable measures to prevent or mitigate the deficient item from occurring.

3) Any deficient item the Facilities Director is unable to correct because of the occurrence of a 'Force Majeure Event', but only to the extent SHS, in light of its expertise and experience as a manager of an animal shelter, could not have taken reasonable measures to prevent or mitigate the Force Majeure Event.

Budget 2021

INCOME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
City of Ft Pierce	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 180,000.00
St Lucie County	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 324,000.00
Donations	\$ 0.00	\$ 0.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00
Adoption Fees	\$ 0.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 38,000.00
Pet Licenses	\$ 0.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,200.00
Fundraising	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,000.00
Impound Fees	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Wellness Clinic	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Special Events	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Grants	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Bequests	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL INCOME	\$ 42,000.00	\$ 44,200.00	\$ 45,200.00	\$ 46,200.00	\$ 46,200.00	\$ 47,200.00	\$ 48,200.00	\$ 48,200.00	\$ 48,200.00	\$ 48,200.00	\$ 48,200.00	\$ 48,200.00	\$ 560,200.00

EXPENSE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Payroll	\$ 17,800.00	\$ 17,800.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 280,280.00
Prime Pay	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Shelter Manager	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 45,000.00
Facilities Director	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 45,000.00
Kennel Staff	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 120,000.00
Canine Manager	\$ 0.00	\$ 0.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 16,670.00
Feline Manager	\$ 0.00	\$ 0.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 16,670.00
Comm. Outreach Director	\$ 0.00	\$ 0.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 16,670.00
Volunteer Coordinator	\$ 0.00	\$ 0.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 16,670.00
Staff Expenses	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Staff Training	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 2,400.00
Workman's Comp	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 7,200.00
Liability Insurance	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.00
Business Insurance	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.00
Renter's Insurance	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.00
Building Maintenance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Grounds Maintenance	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00
Facilities Improvements	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 18,000.00
Rent	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.00
Utilities	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 24,000.00
Phone/Internet(Comcast)/Security System	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Veterinary Care	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 90,000.00
Medical Supplies	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 36,000.00
Shelter Food Program	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Cremation	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 4,200.00

EXPENSE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Website/Advertising	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Office Supplies/Printing Costs	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Shelterluv Software	\$ 100.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 2,550.00
Pet Licenses	\$ 0.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,200.00
Accountant	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
CC Fees	\$ 0.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 5,200.00
TOTAL EXPENSES	\$ 35,900.00	\$ 36,300.00	\$ 43,268.00	\$ 43,418.00	\$ 43,418.00	\$ 43,418.00	\$ 43,518.00	\$ 43,518.00	\$ 43,518.00	\$ 43,518.00	\$ 43,518.00	\$ 43,518.00	\$ 506,830.00

NET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Income minus expenses	\$ 6,100.00	\$ 7,900.00	\$ 1,932.00	\$ 2,782.00	\$ 2,782.00	\$ 3,782.00	\$ 4,682.00	\$ 4,682.00	\$ 4,682.00	\$ 4,682.00	\$ 4,682.00	\$ 4,682.00	\$ 53,370.00

LOAN AGREEMENT

\$20,000.00

Date: January 01, 2021

For value received, the undersigned Sunrise Humane Society (the "Borrower"), at 100 Savannah Rd., Fort Pierce, Florida 34982, promises to pay to the order of Operation Sterilization Outreach Services, Inc. (the "Lender"), at 9196 SE KARIN ST, HOBE SOUND, Florida 33455 (or at such other place as the Lender may designate in writing), the sum of \$20,000.00 with interest from January 01, 2022, on the unpaid principal at the rate of 3% per annum.

I. TERMS OF REPAYMENT

A. Payments

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 12% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$859.62, beginning on February 1, 2022, and continuing until January 1, 2024, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

B. Application of Payments

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

C. Late Fee

The Borrower promises to pay a late charge of \$60.00 for each installment that remains unpaid more than ten day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty. Payment of such late charge shall, under no circumstances, be construed to cure any default arising from or relating to such late payment.

D. Acceleration of Debt

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

II. PREPAYMENT

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty. Any such prepayment shall be applied against the installments of

principal due under this note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

III. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

IV. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest when due;
- 2) the liquidation, dissolution, incompetency or death of the Borrower;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- 8) the sale of a material portion of the business or assets of the Borrower.

V. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

VI. MISCELLANEOUS

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a

monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This note may not be amended without the written approval of the holder.

VII. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of Florida.

VIII. SIGNATURES

This Note shall be signed by Dr. Julie Kittams, on behalf of Sunrise Humane Society and Scott Coccoi, on behalf of Operation Sterilization Outreach Services, Inc..

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this ____ day of _____, _____, at _____,
_____.

Borrower:
Sunrise Humane Society

By: _____
Dr. Julie Kittams

Date: _____

Lender:
Operation Sterilization Outreach Services, Inc.

By: _____
Scott Cocoli

Date: _____

AMORTIZATION SCHEDULE

Annual Percentage Rate = 3.0000% Principal = \$20000.00

Payment Number	Payment Date	Total Payment	Interest Amount	Principal Amount	Loan Balance
0	1/01/2022	0.00	0.00	0.00	20000.00
1	2/01/2022	859.62	50.00	809.62	19190.38
2	3/01/2022	859.62	47.98	811.64	18378.74
3	4/01/2022	859.62	45.95	813.67	17565.07
4	5/01/2022	859.62	43.91	815.71	16749.36
5	6/01/2022	859.62	41.87	817.75	15931.61
6	7/01/2022	859.62	39.83	819.79	15111.82
7	8/01/2022	859.62	37.78	821.84	14289.98
8	9/01/2022	859.62	35.72	823.90	13466.08
9	10/01/2022	859.62	33.67	825.95	12640.13
10	11/01/2022	859.62	31.60	828.02	11812.11
11	12/01/2022	859.62	29.53	830.09	10982.02
Subtotals		9455.82	437.84	9017.98	
12	1/01/2023	859.62	27.45	832.17	10149.85
13	2/01/2023	859.62	25.37	834.25	9315.60
14	3/01/2023	859.62	23.29	836.33	8479.27
15	4/01/2023	859.62	21.20	838.42	7640.85
16	5/01/2023	859.62	19.10	840.52	6800.33
17	6/01/2023	859.62	17.00	842.62	5957.71
18	7/01/2023	859.62	14.89	844.73	5112.98
19	8/01/2023	859.62	12.78	846.84	4266.14
20	9/01/2023	859.62	10.67	848.95	3417.19
21	10/01/2023	859.62	8.54	851.08	2566.11
22	11/01/2023	859.62	6.42	853.20	1712.91
23	12/01/2023	859.62	4.28	855.34	857.57
Subtotals		10315.44	190.99	10124.45	
24	1/01/2024	859.71	2.14	857.57	0.00
Subtotals		859.71	2.14	857.57	
Grand Total		20630.97	630.97	20000.00	

D. Staffing and Professional qualifications

SHS will have Board of Directors (BOD) with the following voting positions (at a minimum):

- 1) Representative of each the participating Municipality (suggested an Animal Control Officer).
- 2) Representative of each Florida-registered Animal Welfare organization located within the City of Fort Pierce/Unincorporated St. Lucie County, if they so choose.
- 3) Community members, with a minimum of four
- 4) Veterinarian with Shelter experience

Under the BOD, a three-person Management Team, with all three individuals reporting directly to the SHS BOD at quarterly Board Meetings. These positions report to the Board President who will rectify any conflicts/negotiations between parties. This is an unconventional approach to Leadership, but having a highly paid 'Executive Director' is not financially feasible for such Organization at this time. Dr. Kittams, being on the property at a minimum of four days a week, will be the Board President until a suitable replacement is found, with the term not lasting more than three years.

The management positions are as follows:

1) The Shelter Manager (SM) will be tasked with addressing all animal welfare needs. This includes impounds, adoptions and interfacing with Animal Control. The SM will hire two Individuals, one in charge of canine patients and one in charge of feline patients. Those individuals will be responsible for promoting adoptions of animals on platforms like PetFinder, in addition to website posting and finding additional venues for adoptions. Job description TBD.

2) The Facilities Director (FD) will be tasked with the administrative side of SHS. Director will be in charge of Accounting, designing and implementing SOPs, Fundraising, Website, Budgets, scheduling Board Meetings/interfacing with Board members, Administrative staff (receptionists). This position would also address building maintenance, including the grounds and parking lots. The FD would hire a Volunteer Coordinator and oversee volunteer training and safety protocols. The FD would also hire/manage the Community Outreach position. This position would be tasked with Fundraising, pursue bequests, design/ implement community events, network with area Veterinary Hospitals. Job description TBD.

3) The Veterinary Clinic will be administrated by a Florida-licensed Veterinarian with shelter industry-standard training in High-Quality/High-Volume ASPCA surgery (HQ/HV). Spay/neuter services to the residents of City of Fort Pierce and Unincorporated St. Lucie County will begin on a bi-weekly basis. These services will include the requirement for rabies vaccination, microchipping and pet licensing. Annual immunizations will be offered but not required. Restrictions for accessing sterilization surgery will be kept to a minimum with patient safety of most importance in attempt to not discourage use of services. Additionally, rabies vaccination and microchip clinics will be offered to the public quarterly at a minimal fee to resident pet owners. Every attempt will be made for fundraising efforts to cover all costs of aforementioned outreach events.

**Lease and Full Operational
Management:**

Savannah Rd Animal Shelter

15 of 18

The Veterinarian position will be the highest drain on the payroll. Said-Veterinarian must be able to run the Wellness Clinic as its own financially-supported entity. Operation S.O.S. 2020 Income/Expense report is included to reflect how said-Organization supports itself, as a model for a future Wellness Clinic.

Income/Expense Report

2020

INCOME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Shelter Reimbursements	\$ 1,109.87	\$ 1,993.40	\$ 1,800.53	\$ 1,371.61	\$ 1,997.63	\$ 5,324.30	\$ 4,641.79	\$ 6,469.76	\$ 5,346.79	\$ 5,467.92	\$ 0.00	\$ 0.00	\$ 35,523.60
Other Reimbursements	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,000.00	\$ 440.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,440.00
PPP Loan	\$ 0.00	\$ 0.00	\$ 0.00	\$ 37,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 37,500.00
Cash	\$ 1,606.00	\$ 450.00	\$ 15.00	\$ 140.00	\$ 330.00	\$ 490.00	\$ 790.00	\$ 552.00	\$ 676.00	\$ 579.00	\$ 0.00	\$ 0.00	\$ 5,668.00
Check	\$ 71,395.50	\$ 11,456.50	\$ 6,980.00	\$ 17,056.00	\$ 16,973.00	\$ 12,317.50	\$ 14,914.00	\$ 15,285.00	\$ 20,258.00	\$ 8,826.00	\$ 0.00	\$ 0.00	\$ 195,441.50
CC MxMerchant	\$ 4,668.00	\$ 1,850.00	\$ 97.00	\$ 1,089.00	\$ 6,822.00	\$ 5,283.00	\$ 6,887.00	\$ 4,780.00	\$ 6,155.00	\$ 5,060.00	\$ 0.00	\$ 0.00	\$ 42,691.00
TOTAL INCOME	\$ 78,779.37	\$ 15,729.90	\$ 8,892.53	\$ 57,156.61	\$ 28,122.63	\$ 23,854.80	\$ 27,232.79	\$ 27,126.76	\$ 32,435.79	\$ 19,932.92	\$ 0.00	\$ 0.00	\$ 319,264.10
EXPENSE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Chase CC	\$ 7,686.07	\$ 3,946.17	\$ 3,844.89	\$ 4,584.03	\$ 3,639.36	\$ 3,582.56	\$ 6,206.04	\$ 12,737.73	\$ 7,748.33	\$ 6,706.14	\$ 0.00	\$ 0.00	\$ 60,681.32
MWI	\$ 3,386.16	\$ 1,503.18	\$ 1,932.24	\$ 2,250.18	\$ 2,297.91	\$ 1,574.55	\$ 2,931.42	\$ 4,706.34	\$ 2,815.39	\$ 0.00	\$ 0.00	\$ 0.00	\$ 23,397.37
Covertrus	\$ 658.72	\$ 593.38	\$ 0.00	\$ 834.65	\$ 0.00	\$ 271.34	\$ 666.94	\$ 309.18	\$ 401.43	\$ 685.94	\$ 0.00	\$ 0.00	\$ 4,431.58
Wedgewood	\$ 0.00	\$ 62.00	\$ 0.00	\$ 81.00	\$ 146.00	\$ 94.50	\$ 155.50	\$ 82.00	\$ 261.00	\$ 220.00	\$ 0.00	\$ 0.00	\$ 1,102.00
B/Bayer/Mental	\$ 1,881.20	\$ 0.00	\$ 0.00	\$ 1,192.75	\$ 196.50	\$ 0.00	\$ 99.50	\$ 5,811.07	\$ 215.04	\$ 130.40	\$ 0.00	\$ 0.00	\$ 9,556.46
Zoetis	\$ 99.50	\$ 124.60	\$ 0.00	\$ 0.00	\$ 137.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,454.67	\$ 4,439.14	\$ 0.00	\$ 0.00	\$ 6,254.96
Amazon	\$ 0.00	\$ 0.00	\$ 355.37	\$ 28.57	\$ 0.00	\$ 19.77	\$ 201.82	\$ 75.99	\$ 64.26	\$ 1.93	\$ 0.00	\$ 0.00	\$ 747.71
Microchips	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,041.55	\$ 1,293.91	\$ 1,293.91	\$ 1,291.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,920.42
IDEXX	\$ 419.70	\$ 0.00	\$ 0.00	\$ 0.00	\$ 831.40	\$ 425.70	\$ 0.00	\$ 0.00	\$ 851.40	\$ 920.35	\$ 0.00	\$ 0.00	\$ 3,448.55
Van Supplies	\$ 105.60	\$ 80.92	\$ 17.63	\$ 62.03	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 32.08	\$ 0.00	\$ 0.00	\$ 298.26
Office Supplies	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6.20	\$ 0.00	\$ 46.06	\$ 24.13	\$ 0.00	\$ 0.00	\$ 7.42	\$ 0.00	\$ 0.00	\$ 83.81
Postage	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10.00
Staff Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 652.31	\$ 0.00	\$ 0.00	\$ 105.49	\$ 0.00	\$ 0.00	\$ 757.80
Miscellaneous	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 48.64	\$ 7.69	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 56.33
Advertising	\$ 35.79	\$ 0.00	\$ 0.00	\$ 64.32	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 316.31	\$ 126.09	\$ 0.00	\$ 0.00	\$ 542.51
Clinic/HQ	\$ 0.00	\$ 1,150.00	\$ 2.90	\$ 5.75	\$ 0.00	\$ 0.00	\$ 5.05	\$ 5.60	\$ 5.75	\$ 5.30	\$ 0.00	\$ 0.00	\$ 1,180.35
Website	\$ 22.00	\$ 34.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 232.00
Hartford	\$ 0.00	\$ 0.00	\$ 1,425.14	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,425.14
AAA	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 99.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 99.00
Van Maintenance	\$ 1,077.40	\$ 398.09	\$ 89.61	\$ 36.58	\$ 8.50	\$ 87.09	\$ 94.82	\$ 324.95	\$ 50.03	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,167.07
BOA CC	\$ 988.10	\$ 0.00	\$ 321.64	\$ 201.17	\$ 294.40	\$ 790.43	\$ 1,121.23	\$ 0.00	\$ 1,550.48	\$ 376.67	\$ 0.00	\$ 0.00	\$ 5,646.12
Shell/Mobile CC	\$ 0.00	\$ 50.00	\$ 244.53	\$ 25.00	\$ 0.00	\$ 259.92	\$ 50.14	\$ 0.00	\$ 209.81	\$ 314.35	\$ 0.00	\$ 0.00	\$ 1,153.75
Chase CC	\$ 7,187.07	\$ 3,946.17	\$ 4,425.20	\$ 4,584.03	\$ 3,700.61	\$ 9,891.23	\$ 0.00	\$ 0.00	\$ 16,998.13	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,732.44
Van Maintenance	\$ 150.00	\$ 387.72	\$ 2,546.17	\$ 0.00	\$ 585.00	\$ 87.18	\$ 1,547.00	\$ 52.74	\$ 75.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,430.81
Laundry	\$ 240.00	\$ 0.00	\$ 1,022.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,262.72
Licensures	\$ 75.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 61.25	\$ 0.00	\$ 60.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 196.25
DMV	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Okeelicense	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 60.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 60.00
FL Dept of State	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 61.25	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 61.25

EXPENSE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
FDAOS	\$ 75.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 75.00
DBPR	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Insurance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 97.00	\$ 0.00	\$ 973.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,070.00
Hartford Insurance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 973.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 973.00
Progressive Insurance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 97.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 97.00
Sharps	\$ 50.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50.00
MWI	\$ 810.10	\$ 667.20	\$ 636.20	\$ 636.21	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,749.71
IDEXX	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 851.40	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 851.40
Zoetis	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
National Labs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 15.50	\$ 0.00	\$ 37.00	\$ 0.00	\$ 225.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 278.00
Pet Licenses	\$ 597.00	\$ 291.00	\$ 418.00	\$ 16.00	\$ 0.00	\$ 200.00	\$ 315.00	\$ 578.00	\$ 380.00	\$ 355.00	\$ 0.00	\$ 0.00	\$ 3,150.00
Ft Pierce Tags	\$ 16.00	\$ 32.00	\$ 0.00	\$ 16.00	\$ 0.00	\$ 40.00	\$ 32.00	\$ 24.00	\$ 64.00	\$ 64.00	\$ 0.00	\$ 0.00	\$ 288.00
PSL Tags	\$ 105.00	\$ 65.00	\$ 185.00	\$ 0.00	\$ 0.00	\$ 160.00	\$ 205.00	\$ 145.00	\$ 190.00	\$ 164.00	\$ 0.00	\$ 0.00	\$ 1,219.00
SLC Tags	\$ 476.00	\$ 194.00	\$ 233.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 78.00	\$ 409.00	\$ 126.00	\$ 127.00	\$ 0.00	\$ 0.00	\$ 1,643.00
PrimePay	\$ 13,826.60	\$ 12,693.84	\$ 9,251.79	\$ 8,910.03	\$ 15,665.68	\$ 14,074.21	\$ 14,598.06	\$ 14,074.21	\$ 12,765.28	\$ 21,296.76	\$ 0.00	\$ 0.00	\$ 137,156.46
Staff Expenses	\$ 366.00	\$ 529.00	\$ 690.00	\$ 0.00	\$ 274.00	\$ 383.00	\$ 464.00	\$ 478.00	\$ 404.00	\$ 766.00	\$ 0.00	\$ 0.00	\$ 4,354.00
VT Mileage	\$ 171.00	\$ 259.00	\$ 225.00	\$ 0.00	\$ 139.00	\$ 198.00	\$ 225.00	\$ 240.00	\$ 248.00	\$ 221.00	\$ 0.00	\$ 0.00	\$ 1,926.00
VT Internet	\$ 40.00	\$ 40.00	\$ 40.00	\$ 0.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 0.00	\$ 0.00	\$ 360.00
VT School	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Asst. Mileage	\$ 155.00	\$ 230.00	\$ 225.00	\$ 0.00	\$ 95.00	\$ 145.00	\$ 199.00	\$ 198.00	\$ 116.00	\$ 205.00	\$ 0.00	\$ 0.00	\$ 1,568.00
Office Supplies	\$ 74.45	\$ 320.97	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 68.66	\$ 74.67	\$ 0.00	\$ 0.00	\$ 0.00	\$ 538.75
Postage	\$ 18.40	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 29.40
Van Supplies	\$ 90.03	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 33.17	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 123.20
CC Fees	\$ 178.08	\$ 66.81	\$ 3.23	\$ 19.66	\$ 179.73	\$ 193.05	\$ 222.03	\$ 186.33	\$ 208.67	\$ 181.58	\$ 0.00	\$ 0.00	\$ 1,439.17
Petty Cash	\$ 20.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20.00
Accountant	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 600.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 600.00
Miscellaneous	\$ 0.00	\$ 100.00	\$ 0.00	\$ 5,000.00	\$ 0.00	\$ 173.01	\$ 52.61	\$ 51.72	\$ 135.04	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,512.38
TOTAL EXPENSES	\$ 32,356.90	\$ 22,998.88	\$ 23,404.37	\$ 23,991.63	\$ 24,400.03	\$ 30,368.59	\$ 25,498.51	\$ 29,459.06	\$ 40,549.41	\$ 29,996.50	\$ 0.00	\$ 0.00	\$ 283,025.68

NET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Income minus expenses	\$ 46,422.47	\$ (7,268.98)	\$ (14,511.84)	\$ 33,164.98	\$ 3,722.60	\$ (6,513.79)	\$ 1,794.28	\$ (2,332.30)	\$ (8,113.62)	\$ (10,065.58)	\$ 0.00	\$ 0.00	\$ 36,238.22

Operation SOS

501.c3 Shelter/Rescue Fee Structure

Routine Care:

Canine Sterilization(no size/gender restriction): \$70

Feline Sterilization (no size/gender restriction): \$35

Additional fee for Cryptorchid males: \$10-\$20

Additional fee for Pyometra: \$20

Additional fee for Umbilical hernia: \$5-\$15, size dependent

Rabies* (1 year, given at 3 mos or older): \$10

We can give your rabies with a \$5 fee to generate a certificate.

Microchip* (Datamars/PetLink): \$10

Canine DAPP*: \$10

Feline RCCP*: \$10

Heartworm Test: \$16

Felv/FIV Test: \$17

*HW/Feline viral testing, vaccines (except rabies) and microchips will be done at no-cost to the Organization if provided by Shelter/Rescue to OpSOS. Translation: if you purchase, we will administer, to our surgical patients, at no-charge.

Additional Surgical procedures:

Deciduous Tooth Removal: \$5

Mass Removal: \$50+, depending on size.

Biopsy/histopath is additional at \$50.

Cystotomy (bladder stone removal): \$350+, depending on time.

Other procedures may be available: please call Amber at (772)828-7761 to discuss if an animal is in need.

Additional Medical procedures:

Physical exam: \$10 (applies to all non-surgical patients)

Lab work (CBC, Chem, T4, Urinalysis): \$50 add Felv/FIV: \$15

Ova & Parasites (Submitted to National Labs): \$19

Giardia Antigen: \$30

Urinalysis: \$20

The Process

We have grown by leaps & bounds since early 2017 and continue our progress. It has all been a learning experience. What we financially realize is we need to generate \$1k of services daily to cover our expenses. We are a nonprofit just like you, so profit is not important. What is important is to pay our supplies and fuel bill! Scheduling becomes a tight-rope act. What we require is open communication between us and the Shelter/Rescues we assist.

- 1) A template list of surgery patients is due to Amber **no later than Monday at 12pm** in the week preceding a surgery day. Please **fully** fill out the template, as patients are preregistered in the computer to save time the day-of surgery. Be as accurate as possible. If spaces are left blank, you will be asked to resubmit list. **If we do not receive a list by noon, we assume you have no surgical needs.**

WE WILL NO LONGER REMIND FACILITIES TO PUNCTUALLY SUBMIT LISTS

- 2) Additional services requested must be on the submitted lists. Adding procedures the day of surgery interrupts the flow of surgery. (Dewclaw removals, hernia repairs, etc) You must always discuss with Amber (Lead Technician) cases that are extra-ordinary.

- 3) If you are the Host Facility and must cancel a day of scheduled surgery, we require a minimum 2 weeks notice. There are many other Shelters that rely on a day of Outreach, directly or indirectly. If you must cancel and do so with less than two weeks notice, **the Host Facility will be charged a \$500 cancellation fee.**

- 4) Supply ordering is done on Monday afternoons. Ordering requests must be submitted to Amber by **12pm on Monday**. Refrigerated items will only be ordered on the **1st Monday of the month**. There will be no exceptions.

- 5) Florida DBPR issues permits under the Health Care Clinic Establishment Permit to allow Veterinarians to legally order/control/distribute medications. Operation SOS is legally ordering drugs for SHELTER-ONLY animals under permit #609029. Medications purchased through our Organization and beyond-our-knowledge prescribed to adopted/owned animals on behalf of your Organization is a violation of Florida State Law. **DO NOT** send home medications we have ordered on your behalf to adopted/owned animals without communicating with OperationSOS. We will immediately terminate our service contract if we are made aware of such violation.

- 6) Bills are to be paid within **30 days** of services rendered. We charge **10%** of the balance-due for each month beyond the 30 days.

- 7) We are always on-time, so please reciprocate and be punctual. If we cannot get started until 10am because of late-arrivals, then we are late finishing, and then we are not allowed the time to appropriately monitor surgical recovery.

Operation SOS Shelter Price List Contract 2021

I act as the authorized representative of _____.

I agree to the terms set forth in these guidelines.
I also agree to keep staff associated with
surgery day scheduling apprised of these
policies and procedures.

Authorized Organization Representative

Date

Printed Name

Authorized Operation SOS Representative

Date

Printed Name



15619 Premiere Drive, Suite 101
Tampa, FL 33624
(813) 968-4364
flanimalfriend@L-TGraye.com
floridaanimalfriend.org

August 1, 2019

Julie Kittams
Operation SOS
9196 SE Karin Street
Hobe Sound, FL 33455

Dear Grant Applicant:

Thank you for supporting the Florida Animal Friend spay/neuter license plate program. Response from the public has quickly made the spay/neuter license plate one of the top 20 most popular specialty plates.

In this year's grant competition, the grant selection committee evaluated 45 complete applications. Each reviewer read all of the grants and scored them in 6 categories including target population, cost/benefit ratio, track record of the organization, and sustainability of the program.

Ultimately, 32 grant applications were funded for a total of \$ 588,650.

We are pleased to announce that your organization has been selected for a grant of \$ **10,000**. Some of the applications were funded for less than requested in order to provide support for as many projects as possible.

In order to accept the FAF grant, **please sign a copy of this agreement and return it by August 15, 2019**. Checks will be mailed by August 31. In signing the letter, your organization agrees to the following stipulations:

- All information submitted in the grant application is accurate.
- All activities in the funded project are compliant with federal, state and local laws and codes.
- **The funds will be expended only as described in the application and only for spay/neuter services. Microchipping, rabies vaccination, transportation, etc. are not to be funded with this grant. Pain medication can be included in the costs, and its use is required.**
- Any unspent funds remaining on August 31, 2020 will be returned to FAF immediately.
- Your organization will seek media and community coverage of the grant award and will conduct a campaign to promote FL Animal Friend license plate sales so that even more funds will be available in the future.
- You understand that your grant application will be posted on the FAF website as an example of a successful organization.
- You understand that FAF is subject to FL Statute 215.97 (CSFA # 76.076) which requires that "Grantee will maintain its books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easily checked form. Grantee will keep such records of receipts and expenditures of grant funds as well as copies of the reports submitted to FAF and supporting documentation for at least five years after the completion of the use of the grant funds, and will make such books, records and supporting documentation available to FAF for inspection at reasonable times from the time of grantee's acceptance of the grant, throughout the five-year period."
- **Your organization will submit the final completed project report online by September 1, 2020** with the same login and password used to submit the grant application.

Congratulations on the good work you are doing on behalf of the welfare of animals and for proposing a worthy project to FAF. We look forward to learning of your great success.

AGREED For Florida Animal Friend


Lois Kostroski, Executive Director

For Grant Recipient

Signature

Name & Title

Organization Name

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: January 31, 2017

OPERATION STERILIZATION
OUTREACH SERVICES INC
% JAN DALCORSO
6694 SW BUSCH ST SUITE B
PALM CITY FL 34990-8609

Person to Contact:
S LENARD

ID #0203196

Toll-Free Telephone Number:
877-829-5500

Employer Identification Number:
27-3871496

Form 990 Required:
Yes

Dear Sir or Madam:

This is in response to your request dated January 9, 2017, regarding your tax-exempt status.

We issued you a determination letter in July 2011, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

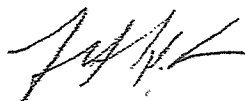
Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Sincerely yours,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 26, 2016

JULIE KITTAMS / OPERATION STERILIZATION OUTREACH SERV
731 SW ALTON CIRCLE
PORT SAINT LUCIE, FL 34953 US

Re: Document Number N10000010688

The Articles of Amendment to the Articles of Incorporation of HOUSING RECOVERY CORP. which changed its name to OPERATION STERILIZATION OUTREACH SERVICES, INC., a Florida corporation, were filed on October 25, 2016.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Carolyn Lewis
Regulatory Specialist II
Division of Corporations

Letter Number: 016A00023015



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 16, 2010

JAN DALCORSO
6694 SW BUSCH ST, SUITE B
PALM CITY, FL 34990

The Articles of Incorporation for HOUSING RECOVERY CORP. were filed on November 12, 2010 and assigned document number N10000010688. Please refer to this number whenever corresponding with this office regarding the above corporation.

The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at (850) 245-6962.

Valerie Herring, Regulatory Specialist II
New Filing Section

Letter Number: 210A00026886

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HOUSING RECOVERY CORP., a Florida corporation, filed on November 12, 2010, as shown by the records of this office.

The document number of this corporation is N10000010688.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixteenth day of November, 2010



CR2E022 (01-07)

Dawn K. Roberts
Dawn K. Roberts
Secretary of State

State of Florida

Department of State

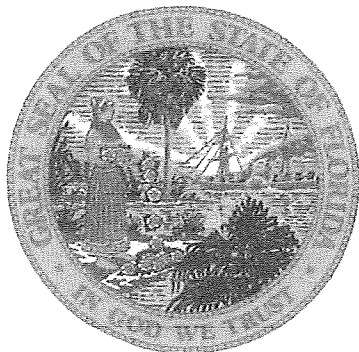
I certify that the attached is a true and correct copy of the Application For Registration of the Fictitious Name OPERATION S.O.S., registered with the Department of State on February 7, 2017, as shown by the records of this office.

The Registration Number of this Fictitious Name is G17000014271.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Ninth
day of February, 2017*

Ken Detjmer

Secretary of State





Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8017174085C-4	02/10/2017	02/28/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

OPERATION STERILIZATION OUTREACH SERVICE
 S INC
 OPERATION STERILIZATION OUTREACH SE
 9196 SE KARIN ST
 HOBE SOUND FL 33455-6912

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF VETERINARY MEDICINE

LICENSE NUMBER	
VE5024	

The MOBILE VETERINARY ESTABLISHMENT
Named below HAS REGISTERED
Under the provisions of Chapter 474 FS.
Expiration date: DOES NOT EXPIRE

OPERATION STERILIZATION OUTREACH SERVICES
KITTAMS, JULIE ANN
9196 SE KARIN ST
HOBE SOUND FL 33455



ISSUED: 03/28/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1703280001052

RON DESANTIS, GOVERNOR

HALSEY BESHEARS, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA DRUGS, DEVICES AND COSMETICS

LICENSE NUMBER	
609029	

The HEALTH CARE CLINIC ESTABLISHMENT
Named below HAS REGISTERED
Under the provisions of Chapter 499 FS.
Expiration date: MAR 31, 2021

OPERATION STERILIZATION OUTREACH SERVICES INC
OPERATION S.O.S.
9196 SE KARIN ST
HOBE SOUND FL 33455



ISSUED: 03/12/2019

DISPLAY AS REQUIRED BY LAW

SEQ # L1903120000537

DIVISION OF CONSUMER SERVICES
(850) 410-3800



THE RHODES BUILDING
2005 APALACHEE PARKWAY
TALLAHASSEE, FLORIDA 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

February 6, 2020

Refer To: CH33975

OPERATION STERILIZATION OUTREACH SERVICES, INC
9196 SE KARIN ST
HOBE SOUND, FL 33455-6912

RE: OPERATION STERILIZATION OUTREACH SERVICES, INC
REGISTRATION#: CH33975
EXPIRATION DATE: January 25, 2021

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Rashauntah Jackson
Regulatory Consultant
850-410-3745
Fax: 850-410-3804
E-mail: rashauntah.jackson@fdacs.gov



STATE OF FLORIDA
DEPARTMENT OF HEALTH
EXEMPTION CERTIFICATE

For: Biomedical Waste - Veterinarian
Issued To: Operation Sterilization Outreach Services Inc (mobile unit)
9196 SE Karin St
Hobe Sound, FL 33455

Audit Control:
Permit Number:
County:
Issue Date:

43-BID-4813344
43-64-1801685
Martin
10/01/2020



EH

Mailed To: Dr. Julie Kittams
9196 SE Karin St
Hobe Sound, FL 33455

Issued By: Florida Department of Health Martin Cou
3441 SE Willoughby Blvd
Stuart, FL 34994

ORIGINAL - CUSTOMER (Non-Transferable)

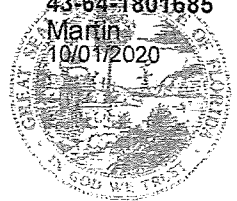


STATE OF FLORIDA
DEPARTMENT OF HEALTH
EXEMPTION CERTIFICATE

For: Biomedical Waste - Veterinarian
Issued To: Operation Sterilization Outreach Services Inc (mobile unit)
9196 SE Karin St
Hobe Sound, FL 33455

Audit Control:
Permit Number:
County:
Issue Date:

43-BID-4813344
43-64-1801685
Martin
10/01/2020



EH

Mailed To: Dr. Julie Kittams
9196 SE Karin St
Hobe Sound, FL 33455

Issued By: Florida Department of Health Martin Count
3441 SE Willoughby Blvd
Stuart, FL 34994

Duplicate - CUSTOMER (Non-Transferable)

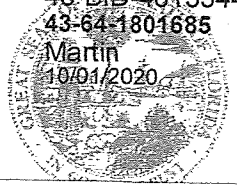


STATE OF FLORIDA
DEPARTMENT OF HEALTH
EXEMPTION CERTIFICATE

For: Biomedical Waste - Veterinarian
Issued To: Operation Sterilization Outreach Services Inc (mobile unit)
9196 SE Karin St
Hobe Sound, FL 33455

Audit Control:
Permit Number:
County:
Issue Date:

43-BID-4813344
43-64-1801685
Martin
10/01/2020



Mailed To: Dr. Julie Kittams
9196 SE Karin St
Hobe Sound, FL 33455

BioMedical Exemption permits do not have an expiration date per Chapter 64E-16, Florida Administrative Code, (F.A.C.). If your biomedical waste exceeds the exemption limits of 25 pounds in any 30-day period, you must notify this office for a regular permit.

FILE - COPY (Non-Transferable)

Ron DeSantis, Governor

Halsey Beshears, Secretary

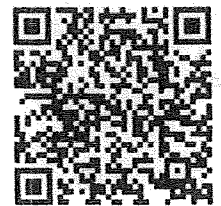
**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF VETERINARY MEDICINE**

LICENSE NUMBER: VM13164

EXPIRATION DATE: MAY 31, 2022

THE VETERINARIAN HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 474, FLORIDA STATUTES

KITTAMS, JULIE ANN
9196 SE KARIN ST
HOBE SOUND FL 33455



ISSUED: 05/17/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FK4797328	12-31-2022	\$731.00
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	11-10-2019
KITTAMS, JULIE A 9196 SE KARIN ST HOBE SOUND, FL 33455 3345		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FK4797328	12-31-2022	\$731.00
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	11-10-2019
KITTAMS, JULIE A 9196 SE KARIN ST HOBE SOUND, FL 33455 3345		

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY.

E. Fees and Compensation

- 1) SHS agrees to provide management and operational services at the Savannah Rd. Animal Shelter based upon a yearly term, auto-renewing yearly for three years. At that juncture, terms of the Agreement will be renegotiated.
- 2) SHS shall submit a description of the impound fees they propose that the City of Fort Pierce/ Unincorporated St. Lucie County Residents will pay for SHS services. This description is a work-in-progress and will be based on prior Vendor fee-structure .
- 3) SHS agrees to match any charges/costs/fees between the two municipalities of City of Fort Pierce and Unincorporated St. Lucie County.

F. Facility Rental/Lease Agreement

- 1) SHS agrees to provide the City with a monthly property rental fee, calculated as twenty-percent of the prior month impound fees. This fee will begin accruing the move-in date of 2/1/2021, with the first payment on 3/1/2021.
- 2) A sample Lease Agreement follows this page. SHS asks the final Lease Agreement outlines specific responsibilities of the City of Fort Pierce in facility upkeep. Items such as roof maintenance, grounds maintenance, timed-inspections for code issues, fence maintenance/repairs, sewer/water/plumbing issues. This description should also include a plan for facility hurricane preparedness so Management is aware of their responsibilities. Contact information of responsible facilities upkeep departments should also be provided, either contractually or as a separate file.
- 3) SHS requests stakeholders pave the east parking area within one year of contract start date. It will be their decision whether asphalt or concrete. Safety is the first priority and an appropriately graded/paved lot is essential. SHS will then attend to landscaping needs to create a finished product. This lot is essential for the following Facility-traffic:
 - 1) Keeping the highly accessible front door parking public-ready.
 - 2) Private access for Animal Control and other Officers
 - 3) Staff and Volunteers to efficiently and safely park out of the way of public traffic.
 - 4) Patrons of the Wellness Clinic will also require safe parking.
 - 5) Events (training classes, adoption events) will host a large public showing.
 - 6) Large delivery vehicles (Food, Cremation, Dumpster access, Operation SOS surgery Van) will be driving through the lot and require a safe area for services.

LEASE AGREEMENT (DRAFT)

This Lease Agreement (this "Lease") is dated as of January 01, 2021, by and between The City of Fort Pierce ("Landlord"), and Sunrise Humane Society, Inc. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Animal Shelter facilities to include parking lot and 3 buildings, kennels, office space, and dog run area. (the "Premises") located at 100 Savannah Road, Fort Pierce, FL 34982.

TERM. The lease term will begin on January 01, 2021 and will terminate on December 31, 2021.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments as Twenty-percent of impound fees, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 100 N. US Hwy 1, Fort Pierce, Florida 34954. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Animal rescue services, pet adoption, public education, animal care, and veterinary procedures (canine/feline). The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

FURNISHINGS. The following furnishings will be provided:
Desks/chairs/general office equipment (3-5 desks, chairs, and miscellaneous furnishings)
Animal kennels (40-60 total) Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than \$1,000,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 4 years per renewal term, unless either party gives written notice of termination no later than 90 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

The City of Fort Pierce
100 North US Hwy 1
Fort Pierce, FL, Florida 34954

TENANT:

Sunrise Humane Society, Inc.
100 Savannah Road
Fort Pierce, FL 34982

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Florida.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it

would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:
The City of Fort Pierce

By: _____ Date: _____
Peggy Arriaz,
Code Compliance Manager

TENANT:
Sunrise Humane Society

By: _____ Date: _____
Dr. Julie Kittams
Board President,
Sunrise Humane Society, Inc.

G. Termination of Contract Without Cause

Either party may terminate this Agreement with or without cause upon sixty (60) day written notice to the other. In the event of early termination, SHS shall refund the prorated amount of the monthly payment provided in Paragraph 8 of this Agreement to the City of Fort Pierce based upon a 30 day term. Such refund shall be due within thirty (30) days of the effective date of the termination.



OKEECHOBEE COUNTY SHERIFF'S OFFICE

Noel E. Stephen
SHERIFF

P.O. Drawer 1397
Okeechobee, Florida 34973-1397
863-763-3117 or 1-800-357-9868
Fax 863-763-6366

11/18/2020

To Whom It May Concern:

I am the Director of Operations for Okeechobee County Sheriff's Office Animal Control Services. I have worked with Operation S.O.S. since its inception in 2017. Said-organization provides sterilization surgeries to our adoptive shelter animals bi-monthly. Our partnership has been productive, decreasing our shelter-costs and increasing our adoption rate.

Operation S.O.S. has also provided our Community with an affordable spay/neuter option since 2018. This program is the only of its kind in our area. It is an instrumental part of providing services to those in our Community that cannot afford a full-service Veterinary hospital. I write this Letter of Support for endeavors Operation S.O.S. seeks for future animal welfare projects.

Sincerely,

Amy Fisher
Director of Operations
Okeechobee County Sheriff's Office
Animal Control Services
Okeechobee, Florida

Port St. Lucie Police Department



**CITY OF
PORT ST. LUCIE**

**John A. Bolduc
Chief of Police**

www.cityofpsl.com

Headquarters

772-871-5000

772-871-5251
Facsimile

772-871-5029 Hearing
Impaired

121 S.W. Port St. Lucie
Boulevard
Bldg. C
Port St. Lucie, FL
34984-4398

An Equal Opportunity
Employer



An Internationally Accredited
Law Enforcement Agency

To the Board of Directors of Operation SOS,

I would like to extend my sincere gratitude for the assistance and services your organization has provided to the residents of the City of Port St. Lucie since August of 2018. At that time, our spay and neuter program was in desperate need of assistance and Operation SOS stepped in to fill the void. Since then, we have worked together to help the residents and animals of the City of Port St. Lucie. I am sure our efforts will continue to show positive changes and outcomes in the years to come.

Although our partnership in the spay and neuter program has ended, I am thankful that we will continue to work together in the City's Trap Neuter Vaccinate and Return program going forward. I have found your organization and members to be professional, courteous, and provide excellent customer service. Our office has not fielded any complaints regarding your organization which further shows the quality of the services you have provided for us.

The attention to detail that is demonstrated is also to be commended. Through my multiple interactions with your staff I have found them to be knowledgeable, courteous, prompt, efficient, and effective in their duties and abilities. From the prompt and accurate billing to the assistance with our pet licensing program, I have nothing but positive accolades to expound.

I again wish to thank you for the work that you do and the care that is put into it. Operation SOS has been and will continue to be an important partner in the advocacy of animal health and care in the community.

Respectfully,

A handwritten signature in black ink that reads "Bryan Lloyd".

**Bryan Lloyd
Administrator
Port St. Lucie Animal Control**

UNITED FOR ANIMALS

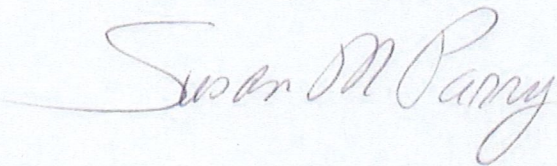
2013 Pegasus "WINGS AWARD" Recipient

11/19/2020

To Whom It May Concern,

This is a letter of support for the organization known as Operation Sterilization Outreach Services and Dr. Julie Kittams whose experience, qualifications and history speaks for itself. United For Animals has had ongoing positive experiences with Dr. Kittams and Operation SOS and confidently recommends this organization. They provide professional, invaluable, and much needed affordable veterinarian services. United For Animals trusts and utilizes Dr. Kittams and SOS as often as appointments can be had due to the high demand for their services which speaks loudly to their capabilities! They are an important "humane asset" to our Community's needs in addressing our animal population and all it's challenges. Please don't hesitate to contact me for further conversation about Dr. Kittams and SOS if needed.

Sincerely, Susan M Parry



PURPOSE DRIVEN NOT PROFIT DRIVEN

United For Animals Inc. is an accredited 501c3 animal advocacy charity incorporated since March 2006 in good standing.

United For Animals, PO Box 3307 Fort Pierce, FL 34948-3307/772-979-4008

UNITEDFORANIMALSFL.ORG/unitedway4animal@aol.com

STATE OF FLORIDA CORPORATION # N06000003033/ IRS EIN # 20-5103783 /FL STATE REGISTRATION # CH37605

Concetta Viggiano Parry Foundation

Post Office Box 3307

Fort Pierce, Florida 34948-3307

11/19/2020

To Ft. Pierce & S.L.C. leaders tasked with deciding which organization should operate the pet shelter on Savannah Rd:

I want to promote Dr. Julie Kittams to be the City/County choice to control the Shelter at Savannah Rd. As a former donor, Board Member and Treasurer of the Humane Society S.L.C. from 2003 to 2006, before the society began its 'new shelter' endeavor, I learned what this complex needed and how truly efficient it could be if operated by the right people.

Dr. Kittams has the competence, experience, common sense and heart to build a reputation for this Ft. Pierce facility that will lead to renewed and increased community support in terms of volunteerism and philanthropy.

My wife Susan and I have had much involvement with veterinarian and entrepreneur over a period of years via our capacity running United For Animals. Our experience has resulted in the knowledge that she does what she says she will do, on time, professionally and again, with competence.

I as Trustee of the C.V. Parry Foundation pledge financial support for a facility run by this fine person.

John Parry

Trustee for The C.V. Parry Foundation Trust

Concetta Viggiano Parry Foundation

Post Office Box 3307


Fort Pierce, Florida 34948-3307

(772) 971-5684

John V. L. Parry

Trustee

Compassion - The  Of Intelligence

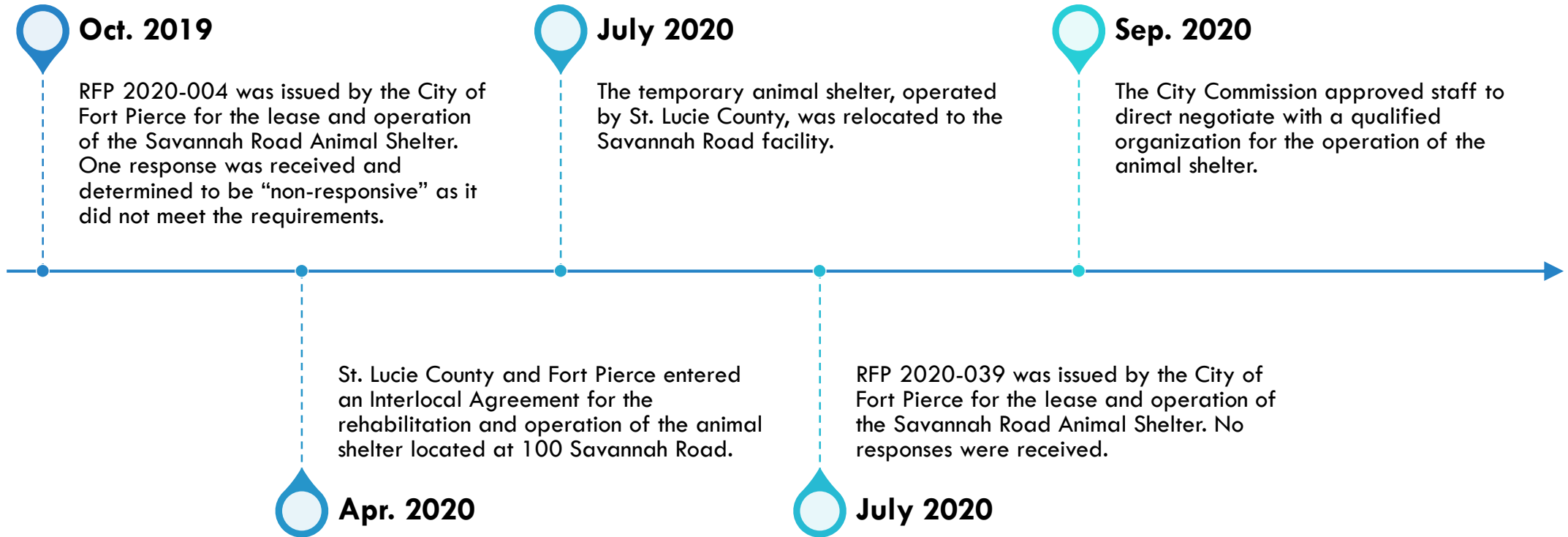
Compassion - The  Of Intelligence

A brown dog and a tabby cat are peering over a white banner. The dog is on the left, looking directly at the camera with its mouth slightly open. The cat is on the right, looking towards the camera with its green eyes. The banner is white and has the text "OPERATION SOS PROPOSAL ANIMAL SHELTER LEASE AND OPERATIONS" written on it in blue, bold, sans-serif capital letters.

OPERATION SOS PROPOSAL ANIMAL SHELTER LEASE AND OPERATIONS

January 4, 2021

HISTORY



PROPOSAL — OPERATION SOS

Operation SOS has submitted a proposal to lease the animal shelter facility located at 100 Savannah Road and provide the full management and operation of the shelter.

The proposal is in line with the previous RFP documents and meets all the requirements.

It is proposed for the operations and lease to commence on February 1, 2020.

Both St. Lucie County and Fort Pierce staff have reviewed the proposal and support its approval*.
(*With Comments)

“In the following document, we suggest an unconventional approach to filling a need. This approach is one we see as a win-win for the City of Fort Pierce, St. Lucie County, the public, the Animal Welfare community and the animals collectively served. Our goal is to create a wholly new nonprofit Organization in a four-phase approach. The nuts-and-bolts of immediate transition of animal care by 2/1/2021 will require a Shelter Manager immediately in place. That person has been identified and an acceptable salaried compensation has been negotiated. The current kennel staff will be offered continued employment.”

*Staff is supportive of the overall concept as presented.

LETTER OF TRANSMITTAL

EXPERIENCE AND QUALIFICATIONS

Operation SOS has been servicing the Treasure Coast and Okeechobee County since 2017.

The Executive Director, Dr. Julie Kittams has been a Veterinarian for 23 years, licensed in the State of Florida for six years. They currently employ two full-time Veterinary Technicians.

They are the largest provider of High-Quality/High-Volume spay/neuter services in the area. To date, over 10,000 sterilization surgeries has been administered.

They have contracts with the City of Fort Pierce, St. Lucie County, Okeechobee County and the City of Port St. Lucie and are the only provider to all three local jurisdictions for TNVR services.

*Staff has been very satisfied with the services performed under existing contracts.

BUSINESS PLAN

It is their objective to create a new non-profit entity, the Sunrise Humane Society (SHS), which will be separate from Operation SOS, its board, finances, permits, insurance and operations.

They anticipate transferring all documents from Operation SOS to the Sunrise Humane Society by the end of year two.

The SHS will be responsible for collecting all fees, such as impound fees, due to the City of Fort Pierce and St. Lucie County and remitting such payments in a timely manner.

The SHS will be responsible for ensuring a City / County animal registration exists or issue a new one before any animal is adopted or returned to its owner.

There will be a three-person management team: Facilities Director, Shelter Manager and Veterinarian.

The proposed business plan has been broken down into a four phased approach.



PHASE 1 — 30 DAYS



Immediately fill the position of Shelter Manager to work directly with St. Lucie County to take over animal care, policies, procedures, etc.



Current kennel staff will be offered the opportunity to transfer to SHS payroll.



Transfer telephone and utilities from COFP to SHS.



SHS will begin the management of general site operations including impounds, adoptions, veterinary clinic and prevention maintenance of buildings and all other outdoor spaces including parking lots.



Training and safety SOPs will be completed. Facility will not be opened to the public until these protocols are complete.

PHASE 2 — 6 MONTHS

Open the animal shelter to the public.

- Proposed hours are Tuesday – Sunday, 11:00 am – 5:30 pm.
- CDC guidelines and local requirements will be followed.
- After hours contact can be made via Facebook or website.

Develop the Sunrise Humane Society.

- Establish the Board of Directors.
- Begin fundraising.
- Establish plans for community outreach, volunteers, fosters.
- Research for appropriate generator solution for hurricane preparedness.

PHASE 3 — 8 MONTHS

Institute volunteer program and foster programs.

- Includes training in safety protocols.

Start a veterinary clinic.

- This is a very expensive program to start and fundraising will play a large part.
- Clinic will need to be fully outfitted for surgeries.
- Requires a FL Licensed Veterinarian to assume the permits from Dr. Kittams.
- Requires two part-time Veterinarian Technicians / Assistants.
- This program should be self-funded in the long term.

PHASE 4 — MONTHS 15 - 24



Public spay/neuter clinic open to the public.



SHS fully operational.



Operation SOS returns to its regular routine off-site operations.

FINANCIAL PLANS

*Proposal lists \$35,000 monthly budget. Actual monthly budget for the two jurisdictions \$31,250.00.

*These costs for services will be included in the service agreements.



Will work with existing budgets for both City of Fort Pierce and St. Lucie County through the end of FY 2021.



Payments will be made quarterly and income/expenses will be fully reviewed by all parties. These reviews will be the basis for establishing a budget for future years.



Service agreements will be drafted for each jurisdiction, but all terms and conditions will be identical.



Operation SOS will establish a \$20,000.00 loan to SHS to provide the services needed to establish operations.

OVERSIGHT

*After further review, staff recommends two separate evaluations. The semi-annual evaluation will be of the facility and be included in the lease. The bi-monthly inspections will be of animal care and services and will be included in the service agreements.

*Penalties for default of the lease could include termination of the lease.

SHS has agreed to the inspections and evaluations that were presented in the RFPs. This includes:



A written animal shelter evaluations report, issued semi-annually.



Bi-monthly (or as needed) inspection of the animal shelter operations.



Written reports identifying any deficiencies will be provided, along with a time frame for resolution.



Potential penalties for failing to address any deficiencies.

FACILITY RENTAL/LEASE AGREEMENT

*Staff recommends that the lease agreement have the same term as the service agreement and be tied directly to the service agreement and vice versa. Therefore, if the service contact is terminated, the lease will terminate at the same time.



SHS proposes a monthly property rental fee, calculated as 20% of the prior month's impound fees.



SHS will take over preventive maintenance, including pest control.



SHS will be responsible for repairing any damage incurred.



COFP will be responsible for roof maintenance, grounds maintenance, fence maintenance/repairs and any plumbing, electrical or HVAC issues.



SHS has requested the stakeholders pave the east parking area within one year of the contract.



Lease is for one year, with a four-year renewal (5 years total).

ADDITIONAL INFORMATION

*As previously stated, staff recommends the term of the service contract be the same as the lease.

*Staff recommends a minimum of 120 days to terminate without cause. For cause termination clauses will be provided for both parties.

*If the jurisdictions provide a representative for the BOD, the BOD is bound by sunshine law regulations.

Termination by either party with sixty (60) days notice.

Service agreements are for one (1) year with two (2) auto renewals.

They have offered a position on the Board for a representative of each jurisdiction.

City Commission Regular Meeting - 6:00 pm

11. a.

Meeting Date: 01/04/2021

Re: Unsolicited Proposal from Operation SOS

SUBJECT:

Approval and acceptance of Unsolicited Proposal from Operation SOS for the lease and management of the animal shelter located at 100 Savannah Road.

SUMMARY:

Operation SOS has submitted a proposal for the lease and management of the animal shelter located at 100 Savannah Road.

RECOMMENDATION:

Approve the proposal and direct staff to draft a lease for the facility and a service agreement for the animal sheltering operations.

ALTERNATIVES:

Staff will act as directed by the City Commission.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

City Manager's Office
City Attorney's Office
St. Lucie County Attorney's Office
St. Lucie County Public Safety Department

Fiscal Impact

OTHER INFORMATION:

Proposal is to operate under the existing FY2021 budget.

Attachments

Operation SOS Proposal

Form Review

Form Started By: Linda Cox
Final Approval Date: 12/29/2020

Started On: 12/29/2020 03:37 PM

Table of Contents:

1. Letter of Transmittal
2. Experience and Qualifications
 - W-9 Taxpayer Identification
 - Business Tax Receipt
 - Certificate of Insurance
 - Operation S.O.S. Staff Resumes
 - EIN for Sunrise Humane Society
3. Business Plan
 - Staff Hierarchy Diagram
 - Phase One
 - Phase Two
 - Phase Three
 - Phase Four
4. Financial Plans and Oversight
 - Proposed 2021 Budget
 - Proposed Start-Up Loan
5. Staffing and Professional Qualifications
 - Sample Wellness Clinic Budget
 - Operation S.O.S. Veterinary Fees for Shelters contract
 - Resume: Proposed Shelter Manager, Mandy Rowan
 - Resume: Proposed Facilities Director, Scott Coccoli
6. Supplemental Documents
 - Florida Animal Friend Grant Recipient Letter
 - IRS 501.c3
 - State of Florida DBA
 - FL Consumer's Certificate of Exemption
 - FL DBPR License
 - FL HCCE License
 - FL Solicitations for Contributions Registration
 - FL Biomedical Waster Permit
 - Dr. Kittams' FL DBPR License
 - Dr. Kittams' DEA License
7. Fees and Compensation
8. Facilities and Lease Agreement
 - Proposed Lease Agreement
9. Termination of Contract
10. Letters of Recommendation
 - Okeechobee Animal Control
 - Port Saint Lucie Animal Control
 - United for Animals

Operation



Sterilization Outreach
Services, Inc.

RECEIVED

DEC 14 2020

CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

Operation Sterilization Outreach Services, Inc.
9196 SE Karin St.
Hobe Sound, FL 33455
(772)222-7717
operationsosflorida@gmail.com

November 17, 2020

City of Fort Pierce, Florida

Dear Ms. Arraiz:

This Letter of Transmittal is written to introduce a proposal to operate the Animal Shelter located at 100 Savannah Rd., Fort Pierce, Florida. We are Operation Sterilization Outreach Services, Inc., hereby abbreviated as our DBA: Operation S.O.S.

We are a Florida-registered 501.c3 corporation, in good standing with the Florida Secretary of State under the Department of Business and Professional Regulation. Operation S.O.S. sponsors a mobile Veterinary spay/neuter surgery Van with the staff of a Florida-licensed Veterinarian and two Veterinary Technicians. The Organization has been servicing the Treasure Coast and Okeechobee County since 2017. To-date over 10,000 sterilization surgeries have been provided, making the Organization the highest provider of veterinary High-Quality/High-Volume (HQHV) spay/neuter services in aforementioned area. We tout contracts with the City of Fort Pierce, Saint Lucie County, Okeechobee County, and City of Port Saint Lucie. We are the only provider of spay/neuter services to all three municipalities with ordinances/funding for feline Trap-Neuter-Vaccinate-Release programs.

Providing public spay/neuter is only forty-percent of our services. The remaining sixty-percent comes from providing medical/surgical care to fifteen area rescues/shelters. Having a mobile unit allows us to take the needed services to the animals. Our staff daily spend two hours on the road to take services to the source. It has been our honor to intimately observe the workings of each Organization saving animals, getting to know the staff and volunteers committing their lives to animal welfare. Days/nights/weekends, we respond to texts/emails/calls to help with an animal in need. We pass on our nonprofit discounts for medical supplies, ordering for these Organizations. What this translates to is each Organization we service receives the most highly discounted medical products like antibiotics, vaccinations, heartworm treatment and surgery. There is no fee for these services beyond what it costs us. Our access to resources keep shelter costs to a minimum, maximizing funding for animal care. Shelter support is what we do. The big white Van and our staff are the epicenter connecting our Animal Welfare community.

Under the Supplemental Documents portion, are legal documents for Operation SOS. Also included is the funding letter from the Florida Animal Friend license plate spay/neuter grant. This is a highly sought-after State grant. We were recipients for our Okeechobee work after being in business for only two years. Our Organization does not actively solicit donations as we are small and focused on surgery days. Despite, in three years of business, we have received \$89k in grants/bequests/donations. This is phenomenal for an Organization with an annual operating budget of \$300k. We continue to write grants as we see the opportunity.

(772)222-7717 ♦ operationneuter@gmail.com ♦ www.operationsos.net

Connecting income-qualifying households to veterinary spay/neuter services

Moving to the bigger picture of area Animal Welfare, the Savannah Rd shelter has been closed for a year. In that time we have witnessed the Shelters we serve inundated with animals. They are constantly filled beyond reasonable numbers in their capacity for care. Despite, the public keep coming with more animals. It has been difficult to witness and we hope for relief for these private organizations. Two RFPs have been presented with no acceptable applicants. With the attached document, it is our intention to work within the parameters set by the City of Fort Pierce RFP document.

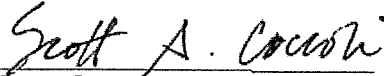
In the following document, we suggest an unconventional approach to filling a need. This approach is one we see as a win-win for the City of Fort Pierce, St. Lucie County, the public, the Animal Welfare community and the animals collectively served. Our goal is to create a wholly new nonprofit Organization in a four-phase approach. The nuts-and-bolts of immediate transition of animal care by 2/1/2021 will require a Shelter Manager immediately in place. That person has been identified and an acceptable salaried compensation has been negotiated. The current kennel staff will be offered continued employment. Operation SOS will have the surgery Van parked/providing services four-days a week, charging on a per animal basis. Dr. Kittams will temporarily move closer to the Facility and her staff will also be close for emergent needs. The Operation SOS Board will be available for situations that require volunteer help/transition. It is our goal to have Animal Control go back to being Animal Control, with our Team taking over day-to-day shelter activities. Operation S.O.S. will have a vested-interest in the success of the Shelter as we will administrate a \$20k start-up loan to the new Organization. Terms of that loan are also included in this document.


On the business side, establishment with the IRS as a nonprofit 501.c3, opening bank accounts and licensure/permits, the administrative side is clear. From there, establishing a responsible, active and vested Board of Directors is essential. In tandem, finding the right people as a Staff and Volunteer Team that focuses on compassionate care is key. Lastly, our community shelter will aspire to be an essential part of the greater Community, being a safety net to all those furry friends of our community that need help.

The Municipalities met the call in providing over \$500k in upgrades to the Savannah Rd Shelter. We will rally our proverbial troops to respond in-like to support, grow and encourage the success of the Savannah Rd Shelter. This endeavor will also require the Community to respond. We will ask the Commissioners, Animal Control, the Sheriffs, the Business Owners and Veterinary Community all to be part of the solution.

Operation S.O.S. has been very blessed in a very short period of time in being successful. In part, our success is due to the resilient Animal Welfare community and the Municipalities that support our services. It is our intent to inclusively create an animal shelter that is fiscally responsible, transparent, compassionate and strives to serve. Presented to you is our collective new shelter: Sunrise Humane Society.

Cheers to the Animals,


Scott Coccoli, Board President
Operation S.O.S.


Dr. Julie Kittams, Executive Director
Operation S.O.S.

"The greatness of a nation and its moral progress can be judged by the way its animals are treated." -Mahatma Ghandi

A. Experience and Qualifications

Operation Sterilization Outreach Services, Inc. (DBA Operation S.O.S.) is a Florida-registered 501.c3 nonprofit operating from a mobile surgery Van employing a Florida-registered Veterinarian and two Veterinary Technicians. The Organization has been servicing the Treasure Coast and Okeechobee County since 2017. To-date over 10,000 sterilization surgeries have been administered. By far, we are the largest provider of High-Quality/High-Volume (HQ/HV) spay/neuter services in aforementioned area. We tout contracts with the City of Fort Pierce, Saint Lucie County, Okeechobee County, and City of Port Saint Lucie. We are the only provider of services to all three municipalities for feral cat Trap/Neuter/Vaccinate/Release (TNVR) programs aimed at decreasing stray-cat populations. We also provide spay/neuter/wellness services to fifteen area shelter/rescues. The role Operation S.O.S. plays in the community puts us at the epicenter of area Animal Welfare.

Our Executive Director is Dr. Julie Kittams. She has been a Veterinarian for 23 years, licensed in the State of Florida for six years. Her passion for animal welfare has driven her entire veterinary career and is what founded and continues to drive Operation S.O.S. in providing humane and affordable veterinary care. Her resume is included. Note she has specialized training from the ASPCA for HQ/HV spay/neuter surgery. Her two-decades of experience in emergency and shelter medicine are invaluable to the services we provide.

Our Board of Directors touts Dr. Kittams as a non-voting member (Conflict of Interest) and five additional members, each with a history in animal welfare and an active role in the functions of Operation S.O.S.: Scott Coccoli (resume included), Dr. Sara Matthews (Dr. Dan's Animal Hospital), Joanne Bury (past-Board President of the Humane Society of the Treasure Coast), Brian Bohmueller (GoodnessFirst.com), Jan DalCorso (Full Moon Phoenix).

We employ two full-time Veterinary Technicians. Amber Sweatt, Lead Technician, has over 20 years experience as Veterinary Technician and is currently enrolled in the Veterinary Technician licensure program at St. Petersburg College. Sara Schneider has over four years experience in an AAHA-certified Veterinary Hospital in Illinois after retiring her thirty-year career working with the public as a Hair Stylist. She also worked at Furry Friends no-kill shelter in Jupiter, FL. Our small but mighty dream-team of three can produce up to 40 surgeries daily. Resumes included.

The legal history of the Proposer is as follows:

In short, Proposer has no history of litigation, claims or disputes as outlined in the RFP document from City of Fort Pierce.

Operation S.O.S. came into being as the Board of Directors recognized a need in the Community. We purchased our surgical unit, obtained all the appropriate permits and sought grant-funding where necessary. In a very short time, we have created an incredible asset to the community of the Treasure Coast and Okeechobee. Our Organization has the skillset, financial resources and connections to create a new Animal Shelter nonprofit business servicing the communities of Fort Pierce and Unincorporated St. Lucie County. This proposal is to present the objective of forming an open-admission animal shelter to take in all domestic cats and dogs surrendered by the City of Fort Pierce/Unincorporated St. Lucie County residents or impounded by aforementioned municipal Animal Control. Said-Shelter will reflect the needs of the immediate Community and strive to be financially viable, transparent and a model for local Animal Welfare.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Operation Sterilization Outreach Services, Inc.</i>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input checked="" type="checkbox"/> C Corporation
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> S Corporation
<input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
5 Address (number, street, and apt. or suite no.) See instructions. <i>9196 SE Karin St.</i>	
6 City, state, and ZIP code <i>Hobe Sound, FL 33455</i>	
7 List account number(s) here (optional)	
Requirer's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
2	7	-	3	8	7	1	4	9	6		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>June Williams</i>	Date ▶ <i>11/9/2020</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2020 - 2021

MARTIN COUNTY
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2017-125-0716
Category 125
Phone (772)222-7717
Location 9196 SE KARIN ST

Cert VM13164
Sic No 541940

Lic Fee 0.00
Penalty 0.00
Coll-Fee 0.00
Transfer 0.00



TOTAL 0.00

NP

KITTAMS, JUILE

OPERATION STERILIZATION OUTREACH, SERVICES INC

Has satisfied requirements to engage in the business profession
or occupation of 125 MOBILE VETERINARY

at location listed for the period beginning on

July 27, 2020

OPERATION STERILIZATION OUTREACH,
SERVICES INC
9196 SE KARIN ST
HOBE SOUND, FL 33455

AND ENDING September 30, 2021

805-19-00242159 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB INTL MIDWEST LTD/AVMA/PLIT 83550728 55 EAST JACKSON BLVD STE 14A CHICAGO IL 60604	CONTACT NAME:	
	PHONE (800) 228-7548 (A/C, No, Ext):	FAX (866) 229-3296 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Twin City Fire Insurance Company	
	INSURER B : Hartford Casualty Insurance Company	
INSURED OPERATION STERILIZATION OUTREACH SERVICE INC DBA OPERATION SOS 9196 SE KARIN ST HOBE SOUND FL 33455-6912	29459	29424
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	INSURER G :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		83 SBW IX1580	02/28/2020	02/28/2021	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$4,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:								
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> OTHER:							
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83 WBG AA6K44	08/17/2020	08/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
							E.L. EACH ACCIDENT	\$500,000
A	EMPLOYMENT PRACTICES LIABILITY			83 SBW IX1580	02/28/2020	02/28/2021	E.L. DISEASE -EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
							Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER City of Fort Pierce 100 SAVANNAH RD FORT PIERCE FL 34982-3445	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>

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Dr. Julie Kittams

(503)317-4247 9196 SE Karin St. Hobe Sound, FL. 33455 juliekittams@gmail.com

Profile

I am a small animal Veterinarian, working in private practice and shelter medicine for over twenty years. Four years ago I elected to pursue my passion for Animal Welfare and started the nonprofit Operation Sterilization Outreach Services, Inc. As the Veterinarian and Executive Director, I have learned tremendously from this project. From administrating a business, to working with municipal contracts, to the nonprofit side of fundraising/grants, I have gained a new skillset outside of being a Veterinarian.

Experience

EXECUTIVE DIRECTOR/VETERINARIAN, OPERATION S.O.S. – 2016-PRESENT

Nonprofit deploying a mobile spay/neuter outreach van, providing an average of twenty-two surgeries daily. Additionally, provides support to over fifteen area rescues/shelters, assisting in medical/surgical care to be sure each facility can maximize their adoption potential. Four municipal contracts to provide spay/neuter services. Only provider of TNVR to three municipalities. To date, accepted \$90k in grants/donations and provided over 10,000 sterilization surgeries.

RELIEF VETERINARIAN, VAGABOND VETERINARY SERVICES-2005-2017

Self-employed providing relief services to private practice, emergency and shelters. Also provided public house-call euthanasia. Serviced over twenty veterinary facilities in its tenure, was highly regarded and in high-demand in a metropolitan area of over a million people.

ASSOCIATE VETERINARIAN, VCA NORTH PORTLAND VETERINARY HOSPITAL-2011-2015

Relief Vet transitioned to full-time staff Vet. AAHA-certified, highly-respected full-service facility touting Board Certified Anesthesiologist, Dentist and a staff of over 30. Clients were a full-spectrum of socio-economic background.

EMERGENCY VETERINARIAN, EMERGENCY VETERINARY CLINIC OF TUALATIN-2009-2015

Part-time staff Vet in a busy emergency facility. Cared for complicated medical/surgical cases transferred from local Speciality Hospitals and general practices. Required to work independently and efficiently, enter charges, make accurate estimates, discuss client expectations, counsel clients making difficult decisions.

ASSOCIATE VETERINARIAN, EMERGENCY VETERINARY CLINIC OF SANTA FE-2004-2006

Full-time Vet in small animal emergency facility. Overnight shifts of fifteen hours with only one staff member. Position required to be highly independent, performing advanced surgery and managing complicated cases.

SPAY/NEUTER VETERINARIAN, ESPANOLA HUMANE SOCIETY-2004-2006

Part-time Veterinarian in a shelter with a public spay/neuter clinic. Average twenty surgeries in four hours. Worked with adjacent shelter, Santa Fe Humane Society, performing surgeries.

WILLAMETTE VETERINARY CLINIC, P.C., CORVALLIS, OR-1998-2003

Senior Veterinarian and Marketing Director. AAHA-certified practice, employed six Veterinarians along with support staff. Considered the best Veterinary practice in the area. Focused on cutting-edge medicine, open 365-days a year.

Remainder of job history provided upon request

Education

Bachelor of Science, Microbiology, 1992. Oregon State University.

Doctor of Veterinary Medicine, 1997. Oregon State University

ASPCA Humane Alliance HQ/HV Surgical Training, 2017. Asheville, NC

Professional Memberships

*American Veterinary Medical Association *Humane Society VMA *Association of Shelter Veterinarians

Volunteer Work

*Portland Veterinary Medical Association, President *Iditarod Dogsled Race, Medical Team

*Santa Fe Community College, Veterinary Assistant Program *APY Land Management, Camel Export, S.Australia *Feral Cat Coalition of Oregon, Spay/neuter Vet *Heartland Humane Society, Spay/neuter Vet *Oregon Friends of Shelter Animals, Spay/neuter Vet *Ko Phagnan Vet Clinic, Thailand, Spay/neuter Vet *Navajo Animal Clinic, Vet

References

Dr. Steve Callahan, Veterinarian/Owner (retired). Corvallis, OR (541)602-4340

Dr. Sara Mathews, Veterinarian/Owner. Vero Beach, FL (772)567-8468

Dr. Patricia Ries, Veterinarian/Owner. Jensen Beach, FL (772)530-9800

Scott A. Coccoli
9 Mediterranean Blvd N
Port St Lucie, FL 34952
772-249-6949

Utilizing the knowledge, skills and abilities from both my animal welfare and professional positions, I would fulfill the duties of Facilities Manager for Sunrise City Humane Society. My working relationship with both the City of Ft Pierce and St Lucie County animal control divisions is solid and professional. My working relationship and partnership with local rescues/shelters is already established. I have a vested interest in the welfare of the animals along the Treasure Coast which leads me to being an integral part of our new community shelter.

Animal Welfare Qualifications

August 2016 - Present Operation Sterilization Outreach Services, Inc. Hobe Sound , FL 33455

POSITIONS :

2018 – Present Board of Directors, President

2020 Assistant vet technician in training

Preparing animals for sterilization surgery including animal restraint during sedation and tracheal intubation, checking vital signs, preparing surgical incision site and monitoring animals post surgery.

2017 – 2018 Board of Directors, Vice President

2016 – 2017 Technical Advisor / Driver / Maintenance Technician

Performed remodel construction of mobile veterinarian clinic to meet owner's design.

Driving duties of mobile clinic to public outreach locations. Performed routine mechanical maintenance on vehicle. Acted as technical advisor on Operation S.O.S, Inc. business operations.

2017 – 2020 Community Cat Coalition of the Treasure Coast

Director of organization acting as liaison to City of Ft Pierce, St Lucie County and City of Port St Lucie animal control divisions. Responding to requests for trapping, setting trapping schedules in coordination with veterinarians, assigning trappers to locations, verifying TNVR certificates to animal control, training new trappers, maintaining equipment and overseeing foodbank for cat caregivers.

11/1/2014 – 5/20/2016 Humane Society of the Treasure Coast

4100 SW Leighton Farm Rd

Palm City, Florida 34990

Volunteer Coordinator : Sara Fisher 772-223-8822

Volunteer participation in animal care at the main shelter including cage and kennel cleaning, animal grooming and bathing, securing fecal samples, assisting with

immunizations and administering medications. Monitoring animals post sterilization surgery. Acting as animal adoption counselor matching potential adoptees with animals, then completing adoption contracts. Assisting with animal in-take, animal surrender and owner grief counseling for animal euthanasia.

Volunteer participation in Pet Therapy program with my cat Annie, visiting assisted living facilities, dementia care facilities, elementary schools and shelter fundraisers. Submitted application for position of Director of Humane Education.

Professional Qualifications :

2/20/17 - CURRENT City of Port St Lucie

Public Works

Supervisor : Tom Salvador

HR : 772-344-4335

POSITION : Construction Inspector

Assigned commercial development projects : attends pre-construction meetings, on-site progress meetings, performs construction inspections and participates in final acceptance of projects.

Participates as a member of the Proposal Evaluation Committee for City projects. Assists with designing and making field checks to calculate costs, determine project feasibility and prepare quantity take-offs for City design and construction projects. Assists with CIP projects and City paving program: coordinates Contractor work efforts, maintains daily log of construction and inspection activities, reviews pay requests and computes monthly estimates of work completed.

Responds to resident Service Requests arising from City projects: Contacts resident to fully understand request, documents conditions and attempts to settle issues and concerns.

Monitors utility Contractors performing approved Permit work, including photo documentation of pre-construction conditions, progress of work and inspection of all restoration efforts for close-out.

Patrols for non-approved Permit work, Contractor lane closures and enforces cease work orders.

Excels in written and verbal communication. Ability to generate innovative solutions to work situations.

7/15/2013 – 9/6/2014 TME Enterprises, Inc.

Corp. Headquarters : Chesapeake, VA

HR Specialist : Barbara Hoffman 757-466-8717

POSITION : Project Manager

Setting weekly and monthly work schedules for TME workforce, purchasing materials and performing QA/QR on completed work. Procuring and scheduling subcontractors to perform work, QA/QR on work performed then verifying and processing Invoices for payment. Direct contact with FDOT Maintenance Engineer and Project manager on daily operations and customer service requests, representing TME at monthly FDOT progress meetings. Reviewing TME facility inspection reports and informing vendor of items not meeting the Contract requirements, requesting schedule for corrections and accessing penalties for non-compliance. Performing plans review for upcoming FDOT construction Projects and coordination with City, County and private agencies during Project duration.

Amber Sweatt

Ft Pierce, FL

amber.sweatt@icloud.com - (772)828-7761

PROFILE

Highly skilled Veterinary Technician with over 20 years of experience in private practice. In the last three years, I have found my passion within the Veterinary field is shelter medicine. I enjoy the fast pace of the surgery room and helping clients in need of low cost care. The most rewarding part of the process is helping animals find forever homes.

WORK EXPERIENCE

Lead Technician - Operation S.O.S. - Treasure Coast, FL - 10/2017 to Present

Maintain schedule of daily activities, Coordinate with 10+ shelters and rescues, mentor vet assistant, maintain budget and payroll, work with ClinichQ software, interface with public to help navigate programs and services, induce and intubate for procedures, Order supplies and invoice for 5+ shelters.

Lead Clinic Technician - Humane Society of St Lucie County - PSL, FL - 10/2018 to 2/2019

Maintain daily work flow of surgeries and clinic appointments, monitored pre and post operative patients, induce and intubate for procedures. Work with PetPoints software.

Veterinary Technician - Chasewood Animal Hospital - Jupiter, FL - 7/2017 to 10/2017

Assisted veterinarian in exam rooms, collected blood and urine samples, maintain good client relationships. Work with Avimark software.

Veterinary Technician - North Port St Lucie Animal Hospital - Ft Pierce, FL - 3/2016 to 12/2016

Assisted veterinarian in exam rooms, collected blood and urine samples, prepped patients for surgery. Work with Cornerstone software.

Veterinary Technician - Martin Downs Animal Hospital - Palm City, FL - 8/2013 to 4/2014

Assisted veterinarian with surgery, took care of pre and post operative patients, performed dental cleanings, collected blood and urine samples. Work with DVMax software.

Veterinary Technician Level 3 - Animal Emergency and Referral Center - Fort Pierce, FL - 1/2013 to 8/2013

Administered treatments according to veterinarian orders, assisted veterinarian with surgery, took care of pre and post operative patients, collected blood and urine samples.

Prior work history available upon request.

EDUCATION

Animal Behavior College

Coursework

St. Petersburg College - Veterinary Technology

Currently Attending

SKILLS

Anesthesia (10+ years), Budgeting (5 years), Scheduling (10+ years), Customer Relationship Management (5 years), Computer Skills (10+ years), Inventory Management (10+ years), Management (5 years), Customer Service (10+ years), Marketing (5 years), Payroll (5 years)

SPECIAL AREAS OF INTEREST

Assisting shelters in animal medicine

Canine Behavior/Training

Animal Nutrition

Client Education

Kitten Fostering

MILITARY SERVICE

Service Country: United States

Branch: Navy

Rank: E4

July 2003 to July 2007

Honorable discharge

REFERENCES

Dr. Julie Kittams - DVM - 503 317 4247

Dr. Judith Oliver - Associate DVM - 772 418 6848

Cris Breford - Supervisor - 772 224 1821

Sara Schneider

Veterinary Assistant

Address Port Saint Lucie, FL, 34986

Phone (630) 267-5997

Email sarag0404@live.com

Veterinarian Assistant willing to work and offering a great work ethic. An animal lover with over 2 years of successfully assisting Veterinarian in surgery. Highly motivated employee committed to learning new tasks.

Skills

Vaccination administration, I.V, SQ drug administration, Restraint (dog & cat), Surgical prepping procedures, General anesthesia monitoring, Animal behavior observation, Preventative observation, Preventative care, Initial animal evaluation, Surgical assistance, Disinfectant procedures, Communication skills.

2018-10 - Current

Veterinarian Assistant

Operation Sterilization Outreach Services, Hobe Sound, FL

- Assisted veterinarians with restraining animals during examinations to assess injuries.
- Monitored health and behavior of animals by looking for urine and fecal output and completing weight checks.
- Prepared surgical instrument packs and drapes for use in sterile environments to be processed in autoclave.
- Maintained healthy environment by cleaning and disinfecting exam areas, equipment and kennels.
- Assisted veterinarian during surgical procedures by organizing operating room by preparing necessary tools and equipment.
- Restrained animals of all sizes appropriately during veterinarian examinations and when immunizations were given.
- Provide comfort to clients of sick or dying pets.
- Assessed paws, ears and eyes for injuries or infections upon check-in and notified customers of issues immediately.
- Implanted subcutaneous identification microchips into animals.
- Swabbed ears to remove wax and dirt, to allow air to circulate freely and avoid infection.
- Assisted veterinarian with wound treatment, administration of vaccines and operations.

2017-08 - 2017-10

Veterinary Technician Assistant

Furry Friends Rescue, Palm City, FL

- Conducted preliminary patient workups including gathering patient history information, description of symptoms from owner, and documenting presenting condition.
 - Monitored health and behavior of animals by looking for urine and fecal output, completing weight checks and observing appetite during feeding.
 - Administered heartworm tests, distemper vaccine, sq fluids, fecal float, heartworm preventative and flea & tick medications to animals. Scheduled on a regular basis and documented any changes in condition.
 - Applied medications and treatments to dogs/cats afflicted with fleas and skin mange or ringworm parasitic infestations.
 - Assessed paws, ears and eyes for injuries or infections upon check-in and notified veterinarian/staff of issues immediately.
 - Induced anesthesia by inhalation.
 - Administered medications, vaccines, and treatments as instructed by veterinarian.
- Lifted dogs of varying weights and breeds for services on daily basis
Blood draws and bladder expressions.

2012-04 - 2017-06

Kennel Staff Assistant

Meadowview Veterinarian Clinic, Geneva,

- Maintained clean and organized boarding areas to promote animal wellbeing.
- Monitored animal behavior and completed examinations to identify issues, injuries or potential diseases.
- Contributed to client retention by consistently providing outstanding customer service to both clients and pets.
- Monitored and maintained food and water of boarded animals according to animal dietary health guidelines.
- Completed animal intakes to board by labeling all home items and toys.
- Educated clients and answered questions regarding dietary products, medications and supplies.
- Assisted on basic wound care and other medical aid with Veterinarians to handle advanced cases.
- Monitored and recorded information such as feeding schedules, appearance, behavior of boarded and/or hospitalized patients.
- Completed daily cleaning of kennels, cages and public areas using disease control protocol to provide sterile environment.
- Stocked kennel and cleaning supplies to maintain proper inventory for daily

Mandy Rowan

Port St. Lucie, Fl.

Pickles4700@aol.com (772) 204-5732

I believe I have the unique distinction of not only growing up in this area, but raising my own family here. I've lived and worked here for forty years. This adds to the skills I've spent decades acquiring. I have a passion to help not only animals, but the people who care for them. I enjoy working with people and educating them on animal care and safety. I have strong community outreach and communication skills; as well as decades of hospital and shelter experience. I know what the needs are for this community, as I am a part of that same community.

Work Experience:

Shelter Manager/medical director

Dogs and Cats Forever, Ft. Pierce, Fl. 9/2019 to present

Intakes, medical appointments arranged and needs met. Staff, volunteer and foster coordination and oversight. Inventory management. Adoption and surrender counseling. Making sure isolation and quarantine protocols are followed. Problem solving on multiple levels. Rescue partner outreach, local veterinary outreach. Social media use and fundraising. Constantly creating new ideas for shelter success!

Veterinary Technician

Big Dog Ranch Rescue, Loxahatchee, Fl. 7/2019 to 12/2019.

Maintaining daily medical health for 600 dogs. Surgical tech for over 25 surgeries per day. Twice daily medicating of 150 animals per day. Intake exams and followed protocol for incoming transports from outside agencies for 50 or more animals at a time. Coordinating care with adoption and kennel staff. Learning the incredible value of shelter medicine after so many years in private practice. And seeing it work! I loved this job. I only left, as an opportunity presented itself closer to home.

Practice Manager / veterinary technician

Sandpiper Animal Hospital , Port St. Lucie, Fl. 7/2015 to 5/2019

Staff oversight , inventory management, accounts payable/receivable. Implementing policies and procedures. Creating vaccine and parasiticide protocols. Adherence to all state and federal licensing laws and practices. Managing payroll, and business taxes. Social media interaction, and client involvement. Maintaining client satisfaction. Surgery tech, room and pharmacy tech. I left to pursue my passion for shelter /rescue medicine.

Veterinary technician / receptionist

Morningside Animal Hospital , Port St. Lucie, Fl. 06/2009 to 04/2015 (previously Animal Planet V/H. 2003 – 2009).

Customer service, multi line phones, multiple software systems. Radiology, veni puncture, IV and urinary catheter placement, cytology prep and reading, urinary and fecal prep and reading. Microscopic parasite identification ie: whipworm, roundworm, hookworm, coccidia, tapeworm (both types), mange mites. Infectious disease identification and protocol implementation. Animal restraint, and basic behavioral assessment. Anesthesia and surgical protocols. Hospitalization oversight. Wound cleansing and wrapping. Basic pharmacy knowledge. Veni puncture and IV catheter placement. Core vaccine knowledge. Knowledge of symptoms for basic infectious disease identification. Ie: leptospirosis, CIRDC, Feline, Parvo. Inventory oversight, including controlled substance log oversight.

Education

Port St. Lucie High School Graduate

Special certificates (Euthanasia certification pending)

Cold laser certified ,Hills Pet Nutrition Certified, Digital Dental Radiology Certified

References

Dr. Katie Billmaier 678-689-4766

Dr. Nathan Gimbal 772-334-2273

Meghan Hoffman 772-342-1469

Shauna Bauer 772-633-6931

More references , work history and skills available upon request.

In closing,

I enjoy working at Dogs and Cats Forever. I love the animals and the people I've been fortunate enough to work with. Upon my resignation, Director Jay Apicella will make sure great work continues. This position at a new Animal Shelter provides an opportunity to fulfill a passion and belief that the animals at Savanna Rd. deserve the same high quality care and compassion, that is seen in other outstanding organizations such as D&CF, BDRR, and Furry Friends. I would love to utilize my skills to help bring this community and its animals into 21st century shelter care.

Sincerely,

Mandy Rowan

B. Business Plan

It is our objective to create a new non-profit entity separate from Operation S.O.S., its Board, finances, permits, insurance and operations. The following goals are set for the new Organization, herein named Sunrise Humane Society (abbreviated SHS). Please note naming of said-Organization will be dependent on IRS restrictions.

1) A Tax ID (EIN) has been procured: 85-4145296. IRS Tax-exempt 501.c3 application has been submitted. Appropriate State and Local licensure will be completed. All will be done under Dr. Kittams' Florida license. End-date of two calendar years from the start date is the goal of transferring all documents to a new Board President and Staff Veterinarian.

2) Operation S.O.S. is poised to administrate a \$20K loan to SHS earmarked for start-up costs. The loan will have a 3% interest rate, starting the twelfth month post loan distribution. Loan repayments will begin no later than a year post-loan disbursement and will require repayment within three years of disbursement without penalty. Penalties will be outlined in the loan documents, ultimately signed by SHS Board of Directors. Default will be the responsibility of SHS to resolve. Sample loan document is provided. Imperative to note, Operation S.O.S. is not in the position to be loaning funds: We do so to provide a platform for Operational success of SHS. With our \$20k investment, we are banking on the success of this Organization. This loan is essential to provide the following services, but not limited to: Permits, licensure, website, phone lines, utilities accounts, internet, software program, computers, printers, staffing needs, animal welfare such as food, litterpans, dishes and safety equipment. Also, setting up appropriate video surveillance along with insurance and payroll. The first month will be a great learning curve.

3) A phased approach will be implemented in four steps (detailed reports included)

- Phase 1: Hire Shelter Manager, Facilities Director and animal care staff. Take over daily animal care activities and building maintenance. Form Board of Directors. Draft SOPs/Staff handbook/Job Descriptions/Training programs.
- Phase 2: Open admission intake and public hours of operation. Begin fundraising plan.
- Phase 3: Volunteer/Foster Program implemented with safety training programs. Fundraising plan in place.
- Phase 4: Public Spay/Neuter/Vaccine clinic open for appointments

4) Fundraising is the cornerstone of every nonprofit. Our planet is currently in a global pandemic crisis. Albeit, there are line-items in the budget for Donations, Fundraising, Special Events, Grants and Bequests, this is a challenging time for even the most successful and established nonprofits. Starting a nonprofit during COVID-19 will present challenges that will require patience and ingenuity to address.

1. Complete Management Services Proposal

SHS will be responsible for providing, at a minimum, the following:

a) Transition Plan: The position of Shelter Manager will be immediately filled. That person will work directly with Animal Control to take over animal care, policies, procedures, interfacing with the public and other duties deemed necessary. The current Kennel Staff, if they individually desire, will be moved to SHS payroll. Their

duties/hours will remain the same. Phone lines will be transferred to SHS in order to accommodate calls from the Public. Utilities will also be transferred into SHS accounts.

b). SHS shall accept all domestic animals either surrendered by area residents or impounded by an Animal Control Officer (ACO) or other Law Enforcement personnel. This includes live strays, deceased animals for disposal and owner surrenders for adoption or euthanasia.

c). SHS will ensure animals with ACO/Police holds, quarantine, and pets held in protective custody, are isolated in an area not accessible to the public. Any animal in protective custody is not to be removed from the isolated area without the express permission from the impounding authority, except for providing basic care (walks/ exercise) or medical care.

d) In all instances, SHS will offer professional, compassionate and problem-solving customer service. SHS will endeavor all customers be treated in a manner that conveys respect and courtesy regardless of the cause or nature of their visit. Utmost care will be provided to attempt to keep each animal in their home: studies show if owners are afforded simple resolution to issues, animals are not relinquished to Shelters. SHS staff will attempt to accomplish the goal of animals staying in their home. We will also provide no-cost humane euthanasia to those situations wherein finances restrict access to owners seeking care for terminal/suffering patients.

e) SHS will manage general site operations, including impounds, adoptions, veterinary clinic and preventative maintenance of buildings and all other outdoor spaces including the parking lots.

f). SHS will be responsible for collecting all fees (ex: license fees, spay/neuter fees, impound fees, etc) due to the City/Unincorporated St. Lucie County and issuing receipts for payment prior to releasing any animals. The collected fees shall be remitted to the City/Unincorporated St. Lucie County by the 5th day of each month, following the end of the prior month.

g). SHS will issue a City/Unincorporated St. Lucie County registration or ensure a City/ Unincorporated St. Lucie County registration already exists for every animal either adopted by or returned to a resident of the City/Unincorporated St. Lucie County.

h) The Management Team is as follows:

1) Facilities Director: Shelter Management experience

To be in charge of Volunteer Coordinator & Community Outreach. In addition, Facilities upkeep, Fundraising, Finances, Community Outreach, Public Interface (Reception area/Phones/Website), Adoption events and Volunteer assessment/Training.

2) Shelter Manager: Veterinary Technician

To be in charge of Care of Shelter Animals, managing Volunteers directly associated with animal care, Intakes, Liaison with Animal Control, Fosters and Trainers. In addition, will develop relationships with area Rescues/Shelters.

3) Veterinarian: Florida-Licensed

To be in charge of the HQHV spay/neuter clinic. Will have two full-time Veterinary Technicians that work closely with the Shelter Manager for routine shelter animal wellness, in addition to those with medical needs.

i) An active and vested Volunteer Team is essential to the success of any nonprofit, especially in Animal Welfare. The FD will be in charge of hiring a Volunteer Coordinator (VC). That person will be in charge of Volunteer training, implementing/enforcing safety protocols as designed by the Management Team, scheduling, addressing complaints/suggestions and tracking Volunteer hours. The VC will also administrate the Pet Food Bank, a service for community members that qualify through an assessment program. All participants will be required to register each pet as sterilized and rabies-vaccinated. Once registered in the Food Bank program, participants will be allowed bimonthly allotments dependent on weight of pet and food availability.

j) All animals adopted from SHS will be provided standard-of-care as best allowed by assessment of Veterinarian, Animal Control Officer (if involved) and Management Staff, with attention to individual animal cost to the entire Organization budget. Fundraisers on behalf of each animal for medical issues will be actively pursued via platforms like Facebook. In all instances, if euthanasia is a consideration, area shelters/rescues will be informed of the decision along with a Board of three that will sign off on the decision of euthanasia. Exception to this would be an animal deemed 'dangerous' by an Animal Control Officer, therefore unsuitable for adoption. Procedure will be performed in accordance with Florida State Law and the Florida Animal Control Association guidelines, by either a Florida licensed Veterinarian or a Florida licensed Euthanasia Technician.

k). All adopted animals will have the following pre-adoption services:

1) Dogs: Behavioral assessment, Sterilization, Heartworm test, Fecal test, deworming, 5-in-1/Rabies/Kennel cough vaccination, complete physical exam by Staff Veterinarian & written health assessment, behavioral assessment, appropriate licensure if residing within City of Fort Pierce, St. Lucie County or City of PSL. Clients will also undergo a fifteen minute counseling session with adoption folder on responsible pet ownership and referral to area supporting Veterinary hospitals to obtain appropriate follow-up vaccination boosters and heartworm/flea preventative.

2) Cats: Behavioral assessment, Sterilization, FIV/FelV test, Fecal test, deworming, 5-in-1/Feline leukemia/Rabies vaccination, complete physical exam by Staff Veterinarian & written health assessment, behavioral assessment, appropriate licensure if residing within City of Fort Pierce/St. Lucie County/City of PSL. Clients will undergo a fifteen minute counseling session on responsible pet ownership and referral to area supporting Veterinary hospitals to obtain appropriate follow-up vaccination boosters and flea control.

l) Safety is the number one concern when dealing with animals. Many are frightened, untrained, outside of their normal environment. Rabies is a real threat in Florida, so it is imperative each Staff and Volunteer are appropriately trained and have immediate oversight. Public presence can introduce a variety of challenges to safety.

1) Training and Safety SOPs is the first task for the new Managerial officers. The facility will not be open to the Public until these protocols are formed and instituted.

2) Security cameras will be installed and maintained by an outside Security Firm.

3) COVID-19: SHS will follow all CDC guidelines along with local ordinances regarding decreasing the spread of COVID-19. This includes, but not limited to, facial covering requirement, social distancing, limited number of individuals in the building at even given time. Hand disinfecting and hand washing stations will be placed through the Facility. The Public will be required to comply with a

**Lease and Full Operational
Management:**

Savannah Rd Animal Shelter

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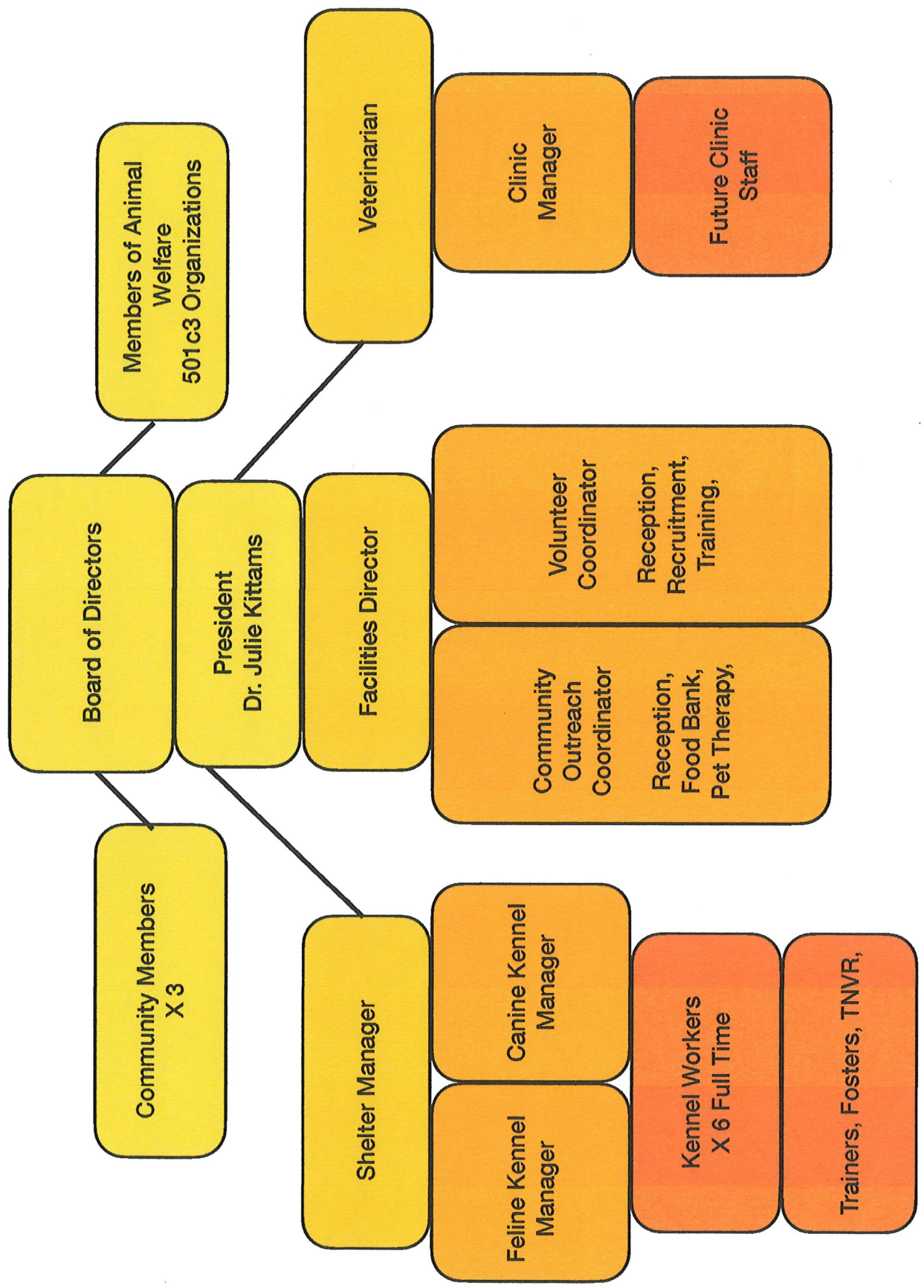
sign-in/sign-out roster and have a skin-temperature taken before admission. It is imperative staff are not infected with COVID-19 so as to continue to provide care for the animals.

m) SHS will develop and implement all critical business systems including but not limited to: preparing audits, completing asset inventories, developing personnel management procedures, paying all taxes, licenses and utilities and providing all required reports and accounting. SHS will also provide appropriate insurance and indemnifying and holding the City of Fort Pierce harmless from any liability arising from the operation of the animal shelter and related activities.

n) Animal record keeping will be managed through ShelterLove cloud-based software. This software can track the shelter intake, source, name/address of residents surrendering and other essential shelter reports.

o) Financial record keeping will be done by a licensed Account and payroll administered by Primepay.

Staff Hierarchy



Phase One

The Facility located at 100 Savannah Rd, Fort Pierce, Florida is currently staffed by a team of eight part-time employees. There are an estimated fifty-six dogs and ten cats currently housed. A Shelter Manager and Facilities Director would be hired and move the current animal care employees to the SHS payroll. This transition period is expected to take 30-days, projected to start 2/1/2021. It is our utmost goal to ensure a smooth transition of leadership and duties.

- 1) Application approved for 501.c3 nonprofit status
- 2) Opening bank accounts (checking/savings/credit card) at Chase Bank
- 3) Distribution of Operation S.O.S. Loan funds of \$20k
- 4) Open payroll account with PrimePay
- 5) All current employees submit resumes and be interviewed for kennel positions.
- 6) Insurance
 - 1) Liability
 - 2) Workers Comp
 - 3) Renters
- 7) Licensing/permits:
 - 1) City of Fort Pierce Business Tax Receipt
 - 2) H.C.C.E. permit
 - 3) Biomedical waste disposal permit
 - 4) FL Dept. of Agriculture: Solicitation for Contributions permit
 - 5) Register with DBPR, State of Florida, as a Corporation
 - 6) Re-employment registration
- 8) Phone and Utility accounts will be moved from City of Fort Pierce to SHS within five business days of lease start-date, or sooner if possible.
- 8) Operation S.O.S. moves Surgery Van to Savannah Rd. location with staff/resources available to shelter animals three days/week and on-call as-needed.
- 9) Supplies ordered under the Operation S.O.S. accounts in-place. Billed without mark-up. Accounts are non-profit prices, negotiated with vendors.
- 10) Signage throughout shelter
- 11) Design and launch of website
- 12) Institute safety plan/Fire escape plan/Install security camera system
- 13) Interview/hire front office staff for projected Public Hours of Tues-Sun 11 a.m. - 5:30 p.m. Priority will be given to designing public hours of operation in accordance with CDC guidelines/ local ordinances of social distancing/mask-wearing. Suggestions are adoptions by-appointment, limiting number of people simultaneously in the building, etc.
- 14) Shelter Manager training to be a Certified Euthanasia Technician
 - 1) DEA license to carry euthanasia solution
 - 2) State License to euthanize
- 15) Create feline housing area to current shelter standards
- 16) Create policies/procedures
 - 1) Staff Handbook
 - 2) MSDS
 - 3) Volunteer Training/Waiver
 - 4) Owner surrender
 - 5) Adoption
- 13) Begin permitted process of upgrading laundry room for industrial units

Lease and Full Operational

Management:

Savannah Rd Animal Shelter

Tangible Expenses

- *Five computer workstations with high-speed internet (Comcast) (\$3500)
- *Web-based software program ShelterLuv (pay as you adopt, \$2/adoption)
- *Five phone stations with four phone lines (Comcast) (\$2000)
- *Three printers with bluetooth capability (\$1200)*Design/Institute/Purchase Feline Housing (\$2000)
- *Safety equipment: Transfer cages, nets, Rabies Pole, muzzles, mace, walkie-talkies (\$1000)
- *Scrubs uniforms for all employees (\$1000)
- *Basic office supplies and animal care supplies (\$1000)

Phase Two

The grand task of opening to the Public is the highlight of Phase Two. It will be a learning process finding the true intake of the Shelter. If intake rises, then Staffing costs will rise. It is estimated, a six-month implementation is realistic for this Phase. Public hours of operation will be Tuesday-Sunday 11am-5:30pm. Staff will be on premises a minimum of eight hours a day, seven days a week for animal care needs. For times outside of open business hours, the public can contact the Organization for Lost/Return-to-Owner instances via the Organization Website connected to a monitored email account. Owners can also contact the Organization after-hours via the Organization's Facebook account.

Administrative tasks:

- 1) Complete The Board of Directors
- 2) Design BOD meeting schedule
- 3) Begin a Fundraising Plan
- 4) Plan advertising campaign to Community for financial support
- 5) Plan advertising campaign for Estate planning in Community
- 6) Reach out to area Veterinary hospitals to support SHS: Free-new patient exams to new adoptions: Build trusting relationships to ensure adoption success.
- 7) Design Protocols/Procedures for Volunteers & Waivers
- 8) Design Protocols/Procedures for Fosters
- 9) Assign Research Team to find appropriate generator solution for hurricane preparedness.
- 10) Continue to adhere to current CDC/local ordinance guidelines to prevent the spread of COVID-19.

Tangible Expenses

*Improvements to the Property as approved by the BOD

Install fencing in storage: Already purchased. Outlay design included.

Remodel laundry room for commercial washer/dryer units and increasing shelving (\$7k:
Donor already identified with funding)

Phase Three

SHS will now be ready to accept Volunteers and institute a Foster Program. Part of this training, with signed documents from each individual participating, will be safety protocols. This phase is an estimated eight-month period. Vastly important to note the expenditure to start a Veterinary Clinic. Note this is a low-ball estimate. Hiring a licensed Professional/support staff and the resources needed to administrate state-mandated services is very expensive.

Board of Directors responsibilities/goals:

- Fundraising plan with Goals in place
- Advertising plan in place
- Outreach to area Veterinary hospitals in place

Advertising/interviewing/hiring of Wellness Clinic Staff:

*FL Licensed Veterinarian willing to take over the permits of Dr. Kittams (OpSOS) and administrate a public-serviced wellness/spay-neuter surgery Facility (Cost of \$90k for four daysx10hrs/week)

*Two Part-time Veterinary Technician/Assistants to facilitate the Public Program (cost of \$40k/employee)

Tangible Expenses: \$197,000*

DEA license for controlled substances along with controlled substances: \$1,000

Anesthesia Machines (X2): \$8,000

Surgery Equipment (tables, autoclave, instruments, etc): \$6,000

Pharmacy: \$1,000

Dental scaler for adoptive animals: \$1,000

Annual Payroll (One Veterinarian, Two Technicians): \$180,000

*Expenses for VeterinaryCenter should be a large fundraising campaign

Phase Four

Public spay/neuter clinic open for appointments

New outreach programs: Free pitbull spay/neuter, Rabies and Microchip clinics
quarterly

Operation S.O.S. returns to its regular routine off-site

Parking lot has been paved for safety of staff, volunteers and public

End of first fiscal year:

Complete Budget for next fiscal year

Submit taxes to Accountant

Plan next year of fundraising goals

Tangible Expenses

Purchasing and installing generator system for hurricane preparedness (Cost TBD)

C. Financial Plans and Oversight

1. Revenue and Expense Models

- a) At this time, variables such as animal intake numbers and expenses are based on broad parameters, not true numbers. This limitation presents barriers to creating an accurate budget. SHS agrees to accept the current budget of \$35k/month as compensation.
- b) Payments will be made quarterly and will have a full review of income/expenses for the first two years to more accurately determine the appropriate funding level, mutually agreed upon by the Representatives of SHS, City of Fort Pierce and Unincorporated St. Lucie County.
- b) Concerns regarding the need for additional funding should be part of 2022 budget negotiations for each municipality, with annual fiscal cycle ending for all three organizations Sept 30, 2021.
- c) Year Three will require a bi-annual full review, with quarterly reports.
- d) The actual service agreement will be drafted between the SHS and each jurisdiction. All aspects of the service agreement will be the same, with the exception of the cost if based on a flat fee.
- e) If price is based on a per animal fee or per capita fee, the fee will be the same for both jurisdictions.
- f) Every attempt has been made to project an Income/Expense model as a budget for a this fiscal year. This suggested budget is included. Based on intake numbers provided for the last five years, it is estimated one-thousand animals/year come from the City of Fort Pierce. Eighteen-hundred originate from St. Lucie County (SLC). Put into percentages, City of Fort Pierce carries thirty-six percent of the burden and SLC carries sixty-four percent of the burden. This is how the payments are divided for shelter compensation. This report is merely a model for creating a new Organization.
- g) It is noted any fixed capital improvements shall become the property of the City of Fort Pierce, Florida upon termination or expiration of the term of agreement. There will be no negotiations regarding payment for improvements upon termination of the agreement.

2. Reports

Reports will be generated by shelter-based software program ShelterLove. This cloud-based software program was chosen for cost, ability to generate shelter-specific documents and to accommodate applications necessary for a public Spay/Neuter/Wellness clinic.

3. Oversight

SHS will have transparent data, timely/professional/constructive communication with all stakeholders involved. Data will be managed through the ShelterLove web-based computer software program. Most importantly, the City of Fort Pierce and Saint Lucie County will be offered voting representation on the SHS Board of Directors. Meetings will commence at-minimum on a quarterly basis.

4. Evaluation of Operations

Under transparency, SHS will agree to inspections and evaluations by the stakeholders. The details of the animal shelter evaluation are outlined below.

- a) A written animal shelter evaluation report will be issued semi-annually by the City Manager or Designee which shall be coordinated with the SHS Facilities

Director. Action items shall be addressed immediately by SHS with dates of completion documented weekly.

b) The City Manager or Designee shall, on a bi-monthly basis or as necessary, inspect some or all of the animal shelter operations for purposes of ensuring SHS compliance with the scope of services. In conducting such inspection and evaluation, The City of Fort Pierce representative shall complete applicable portions of the Animal Shelter Operations and Maintenance Standards form (TBD) and shall promptly thereafter provide SHS a copy of the completed form or applicable portion. The City of Fort Pierce representative shall act reasonably and in good faith in making the determination of whether SHS has met the standards identified in the scope of services for the applicable areas being evaluated.

c) The animal shelter operations and maintenance components shall be rated as "Acceptable", "Needs Improvement," or "Unacceptable". An overall rating using the same scale shall also be determined. The City Manager or Designee's rating of an item as "Unacceptable" or "Needs Improvement" shall, upon SHS's receipt of the Animal Shelter Operations and Maintenance Standards form, constitute a Notice of Deficiency with respect to the deficient item(s). Rating Scale shall be outlined below:

- | | |
|---------------------|--------------|
| a. Acceptable | 95-100 |
| b. Need Improvement | 81-94 |
| c. Unacceptable | 80 and below |

d) Within one (1) week after receipt of the Animal Shelter Operations and Maintenance Standards form, the City of Fort Pierce representative and the SHS Facilities Director shall meet to review the deficient item(s), including the corrective actions the shelter manager intends to take to correct the deficient item(s) and time schedule for completion of corrective action. The proposed corrective action and the time schedule shall be approved by the City Manager or Designee. When a deficit item has been satisfactorily corrected, the Facilities Director shall notify the City of Fort Pierce's representative.

e) If SHS obtains an overall rating of "Unacceptable" for a period of two (2) consecutive reviews, or fails to take action to timely correct any deficient item(s), a vendor complaint shall be submitted to the City of Fort Pierce Purchasing Department notifying them that SHS is in material breach of their contract, which may result in contract termination.

f). The following items shall be considered exclusions for the purpose of determining whether there have been two consecutive reviews with overall ratings of 'Unacceptable' and for the purpose of determining whether an outstanding deficient items has been timely corrected:

1) Any outstanding deficient item that the Facilities Director is diligently and timely correcting in accordance with the time schedule jointly agreed to by the City Manager or Designee and the Facilities Director.

2) Any deficient item in which the correction is considered a Capital Improvement but only if and to the extent SHS, in light of its expertise and experience as manager of an Animal Shelter, could not have taken reasonable measures to prevent or mitigate the deficient item from occurring.

3) Any deficient item the Facilities Director is unable to correct because of the occurrence of a 'Force Majeure Event', but only to the extent SHS, in light of its expertise and experience as a manager of an animal shelter, could not have taken reasonable measures to prevent or mitigate the Force Majeure Event.

Budget 2021

INCOME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
City of Ft Pierce	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 180,000.00
St Lucie County	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 324,000.00
Donations	\$ 0.00	\$ 0.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00
Adoption Fees	\$ 0.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 38,000.00
Pet Licenses	\$ 0.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,200.00
Fundraising	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,000.00
Impound Fees	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Wellness Clinic	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Special Events	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Grants	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Bequests	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL INCOME	\$ 42,000.00	\$ 44,200.00	\$ 45,200.00	\$ 46,200.00	\$ 46,200.00	\$ 47,200.00	\$ 48,200.00	\$ 48,200.00	\$ 48,200.00	\$ 48,200.00	\$ 48,200.00	\$ 48,200.00	\$ 560,200.00

EXPENSE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Payroll	\$ 17,800.00	\$ 17,800.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 24,468.00	\$ 280,280.00
Prime Pay	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Shelter Manager	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 45,000.00
Facilities Director	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 45,000.00
Kennel Staff	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 120,000.00
Canine Manager	\$ 0.00	\$ 0.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 16,670.00
Feline Manager	\$ 0.00	\$ 0.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 16,670.00
Comm. Outreach Director	\$ 0.00	\$ 0.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 16,670.00
Volunteer Coordinator	\$ 0.00	\$ 0.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 1,667.00	\$ 16,670.00
Staff Expenses	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Staff Training	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 2,400.00
Workman's Comp	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 7,200.00
Liability Insurance	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.00
Business Insurance	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.00
Renter's Insurance	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.00
Building Maintenance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Grounds Maintenance	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00
Facilities Improvements	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 18,000.00
Rent	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.00
Utilities	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 24,000.00
Phone/Internet(Comcast/Security System	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Veterinary Care	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 90,000.00
Medical Supplies	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 36,000.00
Shelter Food Program	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Cremation	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 4,200.00

EXPENSE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Website/Advertising	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Office Supplies/Printing Costs	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Shelterluv Software	\$ 100.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 2,550.00
Pet Licenses	\$ 0.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,200.00
Accountant	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
CC Fees	\$ 0.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 5,200.00
TOTAL EXPENSES	\$ 35,900.00	\$ 36,300.00	\$ 43,268.00	\$ 43,418.00	\$ 43,418.00	\$ 43,418.00	\$ 43,518.00	\$ 43,518.00	\$ 43,518.00	\$ 43,518.00	\$ 43,518.00	\$ 43,518.00	\$ 506,830.00

NET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Income minus expenses	\$ 6,100.00	\$ 7,900.00	\$ 1,932.00	\$ 2,782.00	\$ 2,782.00	\$ 3,782.00	\$ 4,682.00	\$ 4,682.00	\$ 4,682.00	\$ 4,682.00	\$ 4,682.00	\$ 4,682.00	\$ 53,370.00

LOAN AGREEMENT

\$20,000.00

Date: January 01, 2021

For value received, the undersigned Sunrise Humane Society (the "Borrower"), at 100 Savannah Rd., Fort Pierce, Florida 34982, promises to pay to the order of Operation Sterilization Outreach Services, Inc. (the "Lender"), at 9196 SE KARIN ST, HOBE SOUND, Florida 33455 (or at such other place as the Lender may designate in writing), the sum of \$20,000.00 with interest from January 01, 2022, on the unpaid principal at the rate of 3% per annum.

I. TERMS OF REPAYMENT

A. Payments

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 12% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$859.62, beginning on February 1, 2022, and continuing until January 1, 2024, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

B. Application of Payments

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

C. Late Fee

The Borrower promises to pay a late charge of \$60.00 for each installment that remains unpaid more than ten day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty. Payment of such late charge shall, under no circumstances, be construed to cure any default arising from or relating to such late payment.

D. Acceleration of Debt

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

II. PREPAYMENT

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty. Any such prepayment shall be applied against the installments of

principal due under this note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

III. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

IV. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest when due;
- 2) the liquidation, dissolution, incompetency or death of the Borrower;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- 8) the sale of a material portion of the business or assets of the Borrower.

V. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

VI. MISCELLANEOUS

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a

monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This note may not be amended without the written approval of the holder.

VII. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of Florida.

VIII. SIGNATURES

This Note shall be signed by Dr. Julie Kittams, on behalf of Sunrise Humane Society and Scott Coccoi, on behalf of Operation Sterilization Outreach Services, Inc..

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this _____ day of _____, _____, at _____,
_____.

Borrower:
Sunrise Humane Society

By: _____
Dr. Julie Kittams

Date: _____

Lender:
Operation Sterilization Outreach Services, Inc.

By: _____
Scott Cocoli

Date: _____

AMORTIZATION SCHEDULE

Annual Percentage Rate = 3.0000% Principal = \$20000.00

Payment Number	Payment Date	Total Payment	Interest Amount	Principal Amount	Loan Balance
0	1/01/2022	0.00	0.00	0.00	20000.00
1	2/01/2022	859.62	50.00	809.62	19190.38
2	3/01/2022	859.62	47.98	811.64	18378.74
3	4/01/2022	859.62	45.95	813.67	17565.07
4	5/01/2022	859.62	43.91	815.71	16749.36
5	6/01/2022	859.62	41.87	817.75	15931.61
6	7/01/2022	859.62	39.83	819.79	15111.82
7	8/01/2022	859.62	37.78	821.84	14289.98
8	9/01/2022	859.62	35.72	823.90	13466.08
9	10/01/2022	859.62	33.67	825.95	12640.13
10	11/01/2022	859.62	31.60	828.02	11812.11
11	12/01/2022	859.62	29.53	830.09	10982.02
Subtotals		9455.82	437.84	9017.98	
12	1/01/2023	859.62	27.45	832.17	10149.85
13	2/01/2023	859.62	25.37	834.25	9315.60
14	3/01/2023	859.62	23.29	836.33	8479.27
15	4/01/2023	859.62	21.20	838.42	7640.85
16	5/01/2023	859.62	19.10	840.52	6800.33
17	6/01/2023	859.62	17.00	842.62	5957.71
18	7/01/2023	859.62	14.89	844.73	5112.98
19	8/01/2023	859.62	12.78	846.84	4266.14
20	9/01/2023	859.62	10.67	848.95	3417.19
21	10/01/2023	859.62	8.54	851.08	2566.11
22	11/01/2023	859.62	6.42	853.20	1712.91
23	12/01/2023	859.62	4.28	855.34	857.57
Subtotals		10315.44	190.99	10124.45	
24	1/01/2024	859.71	2.14	857.57	0.00
Subtotals		859.71	2.14	857.57	
Grand Total		20630.97	630.97	20000.00	

D. Staffing and Professional qualifications

SHS will have Board of Directors (BOD) with the following voting positions (at a minimum):

- 1) Representative of each the participating Municipality (suggested an Animal Control Officer).
- 2) Representative of each Florida-registered Animal Welfare organization located within the City of Fort Pierce/Unincorporated St. Lucie County, if they so choose.
- 3) Community members, with a minimum of four
- 4) Veterinarian with Shelter experience

Under the BOD, a three-person Management Team, with all three individuals reporting directly to the SHS BOD at quarterly Board Meetings. These positions report to the Board President who will rectify any conflicts/negotiations between parties. This is an unconventional approach to Leadership, but having a highly paid 'Executive Director' is not financially feasible for such Organization at this time. Dr. Kittams, being on the property at a minimum of four days a week, will be the Board President until a suitable replacement is found, with the term not lasting more than three years.

The management positions are as follows:

1) The Shelter Manager (SM) will be tasked with addressing all animal welfare needs. This includes impounds, adoptions and interfacing with Animal Control. The SM will hire two Individuals, one in charge of canine patients and one in charge of feline patients. Those individuals will be responsible for promoting adoptions of animals on platforms like PetFinder, in addition to website posting and finding additional venues for adoptions. Job description TBD.

2) The Facilities Director (FD) will be tasked with the administrative side of SHS. Director will be in charge of Accounting, designing and implementing SOPs, Fundraising, Website, Budgets, scheduling Board Meetings/interfacing with Board members, Administrative staff (receptionists). This position would also address building maintenance, including the grounds and parking lots. The FD would hire a Volunteer Coordinator and oversee volunteer training and safety protocols. The FD would also hire/manage the Community Outreach position. This position would be tasked with Fundraising, pursue bequests, design/ implement community events, network with area Veterinary Hospitals. Job description TBD.

3) The Veterinary Clinic will be administrated by a Florida-licensed Veterinarian with shelter industry-standard training in High-Quality/High-Volume ASPCA surgery (HQ/HV). Spay/neuter services to the residents of City of Fort Pierce and Unincorporated St. Lucie County will begin on a bi-weekly basis. These services will include the requirement for rabies vaccination, microchipping and pet licensing. Annual immunizations will be offered but not required. Restrictions for accessing sterilization surgery will be kept to a minimum with patient safety of most importance in attempt to not discourage use of services. Additionally, rabies vaccination and microchip clinics will be offered to the public quarterly at a minimal fee to resident pet owners. Every attempt will be made for fundraising efforts to cover all costs of aforementioned outreach events.

**Lease and Full Operational
Management:**

Savannah Rd Animal Shelter

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The Veterinarian position will be the highest drain on the payroll. Said-Veterinarian must be able to run the Wellness Clinic as its own financially-supported entity. Operation S.O.S. 2020 Income/Expense report is included to reflect how said-Organization supports itself, as a model for a future Wellness Clinic.

Income/Expense Report

2020

INCOME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Shelter Reimbursements	\$ 1,109.87	\$ 1,993.40	\$ 1,800.53	\$ 1,371.61	\$ 1,997.63	\$ 5,324.30	\$ 4,641.79	\$ 6,469.76	\$ 5,346.79	\$ 5,467.92	\$ 0.00	\$ 0.00	\$ 35,523.60
Other Reimbursements	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,000.00	\$ 440.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,440.00
PPP Loan	\$ 0.00	\$ 0.00	\$ 0.00	\$ 37,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 37,500.00
Cash	\$ 1,606.00	\$ 450.00	\$ 15.00	\$ 140.00	\$ 330.00	\$ 490.00	\$ 790.00	\$ 552.00	\$ 676.00	\$ 579.00	\$ 0.00	\$ 0.00	\$ 5,668.00
Check	\$ 71,395.50	\$ 11,456.50	\$ 6,980.00	\$ 17,056.00	\$ 16,973.00	\$ 12,317.50	\$ 14,914.00	\$ 15,285.00	\$ 20,258.00	\$ 8,826.00	\$ 0.00	\$ 0.00	\$ 195,441.50
CC MxMerchant	\$ 4,668.00	\$ 1,850.00	\$ 97.00	\$ 1,089.00	\$ 6,822.00	\$ 5,283.00	\$ 6,887.00	\$ 4,780.00	\$ 6,155.00	\$ 5,060.00	\$ 0.00	\$ 0.00	\$ 42,691.00
TOTAL INCOME	\$ 78,779.37	\$ 15,729.90	\$ 8,892.53	\$ 57,156.61	\$ 28,122.63	\$ 23,854.80	\$ 27,232.79	\$ 27,126.76	\$ 32,435.79	\$ 19,932.92	\$ 0.00	\$ 0.00	\$ 319,264.10

EXPENSE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Chase CC	\$ 7,686.07	\$ 3,946.17	\$ 3,844.89	\$ 4,584.03	\$ 3,639.36	\$ 3,582.56	\$ 6,206.04	\$ 12,737.73	\$ 7,748.33	\$ 6,706.14	\$ 0.00	\$ 0.00	\$ 60,681.32
MWI	\$ 3,386.16	\$ 1,503.18	\$ 1,932.24	\$ 2,250.18	\$ 2,297.91	\$ 1,574.55	\$ 2,931.42	\$ 4,706.34	\$ 2,815.39	\$ 0.00	\$ 0.00	\$ 0.00	\$ 23,397.37
Covertrus	\$ 658.72	\$ 593.38	\$ 0.00	\$ 834.65	\$ 0.00	\$ 271.34	\$ 666.94	\$ 309.18	\$ 401.43	\$ 685.94	\$ 0.00	\$ 0.00	\$ 4,431.58
Wedgewood	\$ 0.00	\$ 62.00	\$ 0.00	\$ 81.00	\$ 146.00	\$ 94.50	\$ 155.50	\$ 82.00	\$ 261.00	\$ 220.00	\$ 0.00	\$ 0.00	\$ 1,102.00
B/Bayer/Mental	\$ 1,881.20	\$ 0.00	\$ 0.00	\$ 1,192.75	\$ 196.50	\$ 0.00	\$ 99.50	\$ 5,811.07	\$ 215.04	\$ 130.40	\$ 0.00	\$ 0.00	\$ 9,556.46
Zoetis	\$ 99.50	\$ 124.60	\$ 0.00	\$ 0.00	\$ 137.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,454.67	\$ 4,439.14	\$ 0.00	\$ 0.00	\$ 6,254.96
Amazon	\$ 0.00	\$ 0.00	\$ 355.37	\$ 28.57	\$ 0.00	\$ 19.77	\$ 201.82	\$ 75.99	\$ 64.26	\$ 1.93	\$ 0.00	\$ 0.00	\$ 747.71
Microchips	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,041.55	\$ 1,293.91	\$ 1,293.91	\$ 1,291.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,920.42
IDEXX	\$ 419.70	\$ 0.00	\$ 0.00	\$ 0.00	\$ 831.40	\$ 425.70	\$ 0.00	\$ 0.00	\$ 851.40	\$ 920.35	\$ 0.00	\$ 0.00	\$ 3,448.55
Van Supplies	\$ 105.60	\$ 80.92	\$ 17.63	\$ 62.03	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 32.08	\$ 0.00	\$ 0.00	\$ 298.26
Office Supplies	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6.20	\$ 0.00	\$ 46.06	\$ 24.13	\$ 0.00	\$ 0.00	\$ 7.42	\$ 0.00	\$ 0.00	\$ 83.81
Postage	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10.00
Staff Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 652.31	\$ 0.00	\$ 0.00	\$ 105.49	\$ 0.00	\$ 0.00	\$ 757.80
Miscellaneous	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 48.64	\$ 7.69	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 56.33
Advertising	\$ 35.79	\$ 0.00	\$ 0.00	\$ 64.32	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 316.31	\$ 126.09	\$ 0.00	\$ 0.00	\$ 542.51
Clinic/HQ	\$ 0.00	\$ 1,150.00	\$ 2.90	\$ 5.75	\$ 0.00	\$ 0.00	\$ 5.05	\$ 5.60	\$ 5.75	\$ 5.30	\$ 0.00	\$ 0.00	\$ 1,180.35
Website	\$ 22.00	\$ 34.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 232.00
Hartford	\$ 0.00	\$ 0.00	\$ 1,425.14	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,425.14
AAA	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 99.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 99.00
Van Maintenance	\$ 1,077.40	\$ 398.09	\$ 89.61	\$ 36.58	\$ 8.50	\$ 87.09	\$ 94.82	\$ 324.95	\$ 50.03	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,167.07
BOA CC	\$ 988.10	\$ 0.00	\$ 321.64	\$ 201.17	\$ 294.40	\$ 790.43	\$ 1,121.23	\$ 0.00	\$ 1,550.48	\$ 376.67	\$ 0.00	\$ 0.00	\$ 5,646.12
Shell/Mobile CC	\$ 0.00	\$ 50.00	\$ 244.53	\$ 25.00	\$ 0.00	\$ 259.92	\$ 50.14	\$ 0.00	\$ 209.81	\$ 314.35	\$ 0.00	\$ 0.00	\$ 1,153.75
Chase CC	\$ 7,187.07	\$ 3,946.17	\$ 4,425.20	\$ 4,584.03	\$ 3,700.61	\$ 9,891.23	\$ 0.00	\$ 0.00	\$ 16,998.13	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,732.44
Van Maintenance	\$ 150.00	\$ 387.72	\$ 2,546.17	\$ 0.00	\$ 585.00	\$ 87.18	\$ 1,547.00	\$ 52.74	\$ 75.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,430.81
Laundry	\$ 240.00	\$ 0.00	\$ 1,022.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,262.72
Licensures	\$ 75.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 61.25	\$ 0.00	\$ 60.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 196.25
DMV	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Okeelicense	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 60.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 60.00
FL Dept of State	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 61.25	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 61.25

EXPENSE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
FDAOS	\$ 75.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 75.00
DBPR	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Insurance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 97.00	\$ 0.00	\$ 973.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,070.00
Hartford Insurance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 973.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 973.00
Progressive Insurance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 97.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 97.00
Sharps	\$ 50.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50.00
MWI	\$ 810.10	\$ 667.20	\$ 636.20	\$ 636.21	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,749.71
IDEXX	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 851.40	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 851.40
Zoetis	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
National Labs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 15.50	\$ 0.00	\$ 37.00	\$ 0.00	\$ 225.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 278.00
Pet Licenses	\$ 597.00	\$ 291.00	\$ 418.00	\$ 16.00	\$ 0.00	\$ 200.00	\$ 315.00	\$ 578.00	\$ 380.00	\$ 355.00	\$ 0.00	\$ 0.00	\$ 3,150.00
Ft Pierce Tags	\$ 16.00	\$ 32.00	\$ 0.00	\$ 16.00	\$ 0.00	\$ 40.00	\$ 32.00	\$ 24.00	\$ 64.00	\$ 64.00	\$ 0.00	\$ 0.00	\$ 288.00
PSL Tags	\$ 105.00	\$ 65.00	\$ 185.00	\$ 0.00	\$ 0.00	\$ 160.00	\$ 205.00	\$ 145.00	\$ 190.00	\$ 164.00	\$ 0.00	\$ 0.00	\$ 1,219.00
SLC Tags	\$ 476.00	\$ 194.00	\$ 233.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 78.00	\$ 409.00	\$ 126.00	\$ 127.00	\$ 0.00	\$ 0.00	\$ 1,643.00
PrimePay	\$ 13,826.60	\$ 12,693.84	\$ 9,251.79	\$ 8,910.03	\$ 15,665.68	\$ 14,074.21	\$ 14,598.06	\$ 14,074.21	\$ 12,765.28	\$ 21,296.76	\$ 0.00	\$ 0.00	\$ 137,156.46
Staff Expenses	\$ 366.00	\$ 529.00	\$ 690.00	\$ 0.00	\$ 274.00	\$ 383.00	\$ 464.00	\$ 478.00	\$ 404.00	\$ 766.00	\$ 0.00	\$ 0.00	\$ 4,354.00
VT Mileage	\$ 171.00	\$ 259.00	\$ 225.00	\$ 0.00	\$ 139.00	\$ 198.00	\$ 225.00	\$ 240.00	\$ 248.00	\$ 221.00	\$ 0.00	\$ 0.00	\$ 1,926.00
VT Internet	\$ 40.00	\$ 40.00	\$ 40.00	\$ 0.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 0.00	\$ 0.00	\$ 360.00
VT School	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Asst. Mileage	\$ 155.00	\$ 230.00	\$ 225.00	\$ 0.00	\$ 95.00	\$ 145.00	\$ 199.00	\$ 198.00	\$ 116.00	\$ 205.00	\$ 0.00	\$ 0.00	\$ 1,568.00
Office Supplies	\$ 74.45	\$ 320.97	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 68.66	\$ 74.67	\$ 0.00	\$ 0.00	\$ 0.00	\$ 538.75
Postage	\$ 18.40	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 29.40
Van Supplies	\$ 90.03	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 33.17	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 123.20
CC Fees	\$ 178.08	\$ 66.81	\$ 3.23	\$ 19.66	\$ 179.73	\$ 193.05	\$ 222.03	\$ 186.33	\$ 208.67	\$ 181.58	\$ 0.00	\$ 0.00	\$ 1,439.17
Petty Cash	\$ 20.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20.00
Accountant	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 600.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 600.00
Miscellaneous	\$ 0.00	\$ 100.00	\$ 0.00	\$ 5,000.00	\$ 0.00	\$ 173.01	\$ 52.61	\$ 51.72	\$ 135.04	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,512.38
TOTAL EXPENSES	\$ 32,356.90	\$ 22,998.88	\$ 23,404.37	\$ 23,991.63	\$ 24,400.03	\$ 30,368.59	\$ 25,498.51	\$ 29,459.06	\$ 40,549.41	\$ 29,996.50	\$ 0.00	\$ 0.00	\$ 283,025.68

NET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
Income minus expenses	\$ 46,422.47	\$ (7,268.98)	\$ (14,511.84)	\$ 33,164.98	\$ 3,722.60	\$ (6,513.79)	\$ 1,794.28	\$ (2,332.30)	\$ (8,113.62)	\$ (10,065.58)	\$ 0.00	\$ 0.00	\$ 36,238.22

Operation SOS

501.c3 Shelter/Rescue Fee Structure

Routine Care:

Canine Sterilization(no size/gender restriction): \$70

Feline Sterilization (no size/gender restriction): \$35

Additional fee for Cryptorchid males: \$10-\$20

Additional fee for Pyometra: \$20

Additional fee for Umbilical hernia: \$5-\$15, size dependent

Rabies* (1 year, given at 3 mos or older): \$10

We can give your rabies with a \$5 fee to generate a certificate.

Microchip* (Datamars/PetLink): \$10

Canine DAPP*: \$10

Feline RCCP*: \$10

Heartworm Test: \$16

Felv/FIV Test: \$17

*HW/Feline viral testing, vaccines (except rabies) and microchips will be done at no-cost to the Organization if provided by Shelter/Rescue to OpSOS. Translation: if you purchase, we will administer, to our surgical patients, at no-charge.

Additional Surgical procedures:

Deciduous Tooth Removal: \$5

Mass Removal: \$50+, depending on size.

Biopsy/histopath is additional at \$50.

Cystotomy (bladder stone removal): \$350+, depending on time.

Other procedures may be available: please call Amber at (772)828-7761 to discuss if an animal is in need.

Additional Medical procedures:

Physical exam: \$10 (applies to all non-surgical patients)

Lab work (CBC, Chem, T4, Urinalysis): \$50 add Felv/FIV: \$15

Ova & Parasites (Submitted to National Labs): \$19

Giardia Antigen: \$30

Urinalysis: \$20

The Process

We have grown by leaps & bounds since early 2017 and continue our progress. It has all been a learning experience. What we financially realize is we need to generate \$1k of services daily to cover our expenses. We are a nonprofit just like you, so profit is not important. What is important is to pay our supplies and fuel bill! Scheduling becomes a tight-rope act. What we require is open communication between us and the Shelter/Rescues we assist.

- 1) A template list of surgery patients is due to Amber **no later than Monday at 12pm** in the week preceding a surgery day. Please **fully** fill out the template, as patients are preregistered in the computer to save time the day-of surgery. Be as accurate as possible. If spaces are left blank, you will be asked to resubmit list. **If we do not receive a list by noon, we assume you have no surgical needs.**

WE WILL NO LONGER REMIND FACILITIES TO PUNCTUALLY SUBMIT LISTS

- 2) Additional services requested must be on the submitted lists. Adding procedures the day of surgery interrupts the flow of surgery. (Dewclaw removals, hernia repairs, etc) You must always discuss with Amber (Lead Technician) cases that are extra-ordinary.

- 3) If you are the Host Facility and must cancel a day of scheduled surgery, we require a minimum 2 weeks notice. There are many other Shelters that rely on a day of Outreach, directly or indirectly. If you must cancel and do so with less than two weeks notice, **the Host Facility will be charged a \$500 cancellation fee.**

- 4) Supply ordering is done on Monday afternoons. Ordering requests must be submitted to Amber by **12pm on Monday**. Refrigerated items will only be ordered on the **1st Monday of the month**. There will be no exceptions.

- 5) Florida DBPR issues permits under the Health Care Clinic Establishment Permit to allow Veterinarians to legally order/control/distribute medications. Operation SOS is legally ordering drugs for SHELTER-ONLY animals under permit #609029. Medications purchased through our Organization and beyond-our-knowledge prescribed to adopted/owned animals on behalf of your Organization is a violation of Florida State Law. **DO NOT** send home medications we have ordered on your behalf to adopted/owned animals without communicating with OperationSOS. We will immediately terminate our service contract if we are made aware of such violation.

- 6) Bills are to be paid within **30 days** of services rendered. We charge **10%** of the balance-due for each month beyond the 30 days.

- 7) We are always on-time, so please reciprocate and be punctual. If we cannot get started until 10am because of late-arrivals, then we are late finishing, and then we are not allowed the time to appropriately monitor surgical recovery.

Operation SOS Shelter Price List Contract 2021

I act as the authorized representative of _____.

I agree to the terms set forth in these guidelines.
I also agree to keep staff associated with
surgery day scheduling apprised of these
policies and procedures.

Authorized Organization Representative

Date

Printed Name

Authorized Operation SOS Representative

Date

Printed Name



15619 Premiere Drive, Suite 101
Tampa, FL 33624
(813) 968-4364
flanimalfriend@L-TGraye.com
floridaanimalfriend.org

August 1, 2019

Julie Kittams
Operation SOS
9196 SE Karin Street
Hobe Sound, FL 33455

Dear Grant Applicant:

Thank you for supporting the Florida Animal Friend spay/neuter license plate program. Response from the public has quickly made the spay/neuter license plate one of the top 20 most popular specialty plates.

In this year's grant competition, the grant selection committee evaluated 45 complete applications. Each reviewer read all of the grants and scored them in 6 categories including target population, cost/benefit ratio, track record of the organization, and sustainability of the program.

Ultimately, 32 grant applications were funded for a total of \$ 588,650.

We are pleased to announce that your organization has been selected for a grant of \$ **10,000**. Some of the applications were funded for less than requested in order to provide support for as many projects as possible.

In order to accept the FAF grant, **please sign a copy of this agreement and return it by August 15, 2019**. Checks will be mailed by August 31. In signing the letter, your organization agrees to the following stipulations:

- All information submitted in the grant application is accurate.
- All activities in the funded project are compliant with federal, state and local laws and codes.
- **The funds will be expended only as described in the application and only for spay/neuter services. Microchipping, rabies vaccination, transportation, etc. are not to be funded with this grant. Pain medication can be included in the costs, and its use is required.**
- Any unspent funds remaining on August 31, 2020 will be returned to FAF immediately.
- Your organization will seek media and community coverage of the grant award and will conduct a campaign to promote FL Animal Friend license plate sales so that even more funds will be available in the future.
- You understand that your grant application will be posted on the FAF website as an example of a successful organization.
- You understand that FAF is subject to FL Statute 215.97 (CSFA # 76.076) which requires that "Grantee will maintain its books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easily checked form. Grantee will keep such records of receipts and expenditures of grant funds as well as copies of the reports submitted to FAF and supporting documentation for at least five years after the completion of the use of the grant funds, and will make such books, records and supporting documentation available to FAF for inspection at reasonable times from the time of grantee's acceptance of the grant, throughout the five-year period."
- **Your organization will submit the final completed project report online by September 1, 2020** with the same login and password used to submit the grant application.

Congratulations on the good work you are doing on behalf of the welfare of animals and for proposing a worthy project to FAF. We look forward to learning of your great success.

AGREED For Florida Animal Friend

For Grant Recipient


Lois Kostroski, Executive Director

Signature

Name & Title

Organization Name

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: January 31, 2017

OPERATION STERILIZATION
OUTREACH SERVICES INC
% JAN DALCORSO
6694 SW BUSCH ST SUITE B
PALM CITY FL 34990-8609

Person to Contact:
S LENARD
ID #0203196
Toll-Free Telephone Number:
877-829-5500
Employer Identification Number:
27-3871496
Form 990 Required:
Yes

Dear Sir or Madam:

This is in response to your request dated January 9, 2017, regarding your tax-exempt status.

We issued you a determination letter in July 2011, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

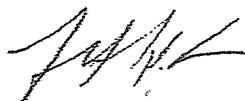
Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Sincerely yours,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 26, 2016

JULIE KITTAMS / OPERATION STERILIZATION OUTREACH SERV
731 SW ALTON CIRCLE
PORT SAINT LUCIE, FL 34953 US

Re: Document Number N10000010688

The Articles of Amendment to the Articles of Incorporation of HOUSING RECOVERY CORP. which changed its name to OPERATION STERILIZATION OUTREACH SERVICES, INC., a Florida corporation, were filed on October 25, 2016.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Carolyn Lewis
Regulatory Specialist II
Division of Corporations

Letter Number: 016A00023015



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 16, 2010

JAN DALCORSO
6694 SW BUSCH ST, SUITE B
PALM CITY, FL 34990

The Articles of Incorporation for HOUSING RECOVERY CORP. were filed on November 12, 2010 and assigned document number N10000010688. Please refer to this number whenever corresponding with this office regarding the above corporation.

The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at (850) 245-6962.

Valerie Herring, Regulatory Specialist II
New Filing Section

Letter Number: 210A00026886

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HOUSING RECOVERY CORP., a Florida corporation, filed on November 12, 2010, as shown by the records of this office.

The document number of this corporation is N10000010688.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixteenth day of November, 2010



CR2E022 (01-07)

Dawn K. Roberts
Dawn K. Roberts
Secretary of State

State of Florida

Department of State

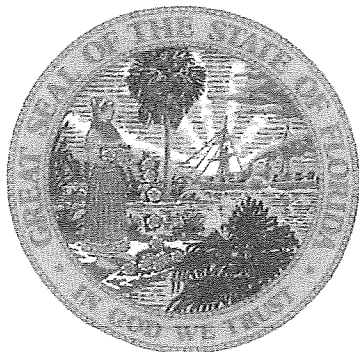
I certify that the attached is a true and correct copy of the Application For Registration of the Fictitious Name OPERATION S.O.S., registered with the Department of State on February 7, 2017, as shown by the records of this office.

The Registration Number of this Fictitious Name is G17000014271.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Ninth
day of February, 2017*

Ken Detjmer

Secretary of State





Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8017174085C-4	02/10/2017	02/28/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

OPERATION STERILIZATION OUTREACH SERVICE
 S INC
 OPERATION STERILIZATION OUTREACH SE
 9196 SE KARIN ST
 HOBE SOUND FL 33455-6912

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF VETERINARY MEDICINE



LICENSE NUMBER

VE5024

The MOBILE VETERINARY ESTABLISHMENT
Named below HAS REGISTERED
Under the provisions of Chapter 474 FS.
Expiration date: DOES NOT EXPIRE

OPERATION STERILIZATION OUTREACH SERVICES
KITTAMS, JULIE ANN
9196 SE KARIN ST
HOBE SOUND FL 33455



ISSUED: 03/28/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1703280001052

RON DESANTIS, GOVERNOR

HALSEY BESHEARS, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA DRUGS, DEVICES AND COSMETICS



LICENSE NUMBER

609029

The HEALTH CARE CLINIC ESTABLISHMENT
Named below HAS REGISTERED
Under the provisions of Chapter 499 FS.
Expiration date: MAR 31, 2021

OPERATION STERILIZATION OUTREACH SERVICES INC
OPERATION S.O.S.
9196 SE KARIN ST
HOBE SOUND FL 33455



ISSUED: 03/12/2019

DISPLAY AS REQUIRED BY LAW

SEQ # L1903120000537

DIVISION OF CONSUMER SERVICES
(850) 410-3800



THE RHODES BUILDING
2005 APALACHEE PARKWAY
TALLAHASSEE, FLORIDA 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

February 6, 2020

Refer To: CH33975

OPERATION STERILIZATION OUTREACH SERVICES, INC
9196 SE KARIN ST
HOBE SOUND, FL 33455-6912

RE: OPERATION STERILIZATION OUTREACH SERVICES, INC
REGISTRATION#: CH33975
EXPIRATION DATE: January 25, 2021

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Rashauntah Jackson
Regulatory Consultant
850-410-3745
Fax: 850-410-3804
E-mail: rashauntah.jackson@fdacs.gov




STATE OF FLORIDA
DEPARTMENT OF HEALTH
EXEMPTION CERTIFICATE

For: Biomedical Waste - Veterinarian
Issued To: Operation Sterilization Outreach Services Inc (mobile unit)
9196 SE Karin St
Hobe Sound, FL 33455

Audit Control:
Permit Number:
County:
Issue Date:

43-BID-4813344
43-64-1801685
Martin
10/01/2020



EH

Mailed To: Dr. Julie Kittams
9196 SE Karin St
Hobe Sound, FL 33455

Issued By: Florida Department of Health Martin Cou
3441 SE Willoughby Blvd
Stuart, FL 34994

ORIGINAL - CUSTOMER (Non-Transferable)



STATE OF FLORIDA
DEPARTMENT OF HEALTH
EXEMPTION CERTIFICATE

For: Biomedical Waste - Veterinarian
Issued To: Operation Sterilization Outreach Services Inc (mobile unit)
9196 SE Karin St
Hobe Sound, FL 33455

Audit Control:
Permit Number:
County:
Issue Date:

43-BID-4813344
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Martin
10/01/2020



EH

Mailed To: Dr. Julie Kittams
9196 SE Karin St
Hobe Sound, FL 33455

Issued By: Florida Department of Health Martin Count
3441 SE Willoughby Blvd
Stuart, FL 34994

Duplicate - CUSTOMER (Non-Transferable)



STATE OF FLORIDA
DEPARTMENT OF HEALTH
EXEMPTION CERTIFICATE

For: Biomedical Waste - Veterinarian
Issued To: Operation Sterilization Outreach Services Inc (mobile unit)
9196 SE Karin St
Hobe Sound, FL 33455

Audit Control:
Permit Number:
County:
Issue Date:

43-BID-4813344
43-64-1801685
Martin
10/01/2020



Mailed To: Dr. Julie Kittams
9196 SE Karin St
Hobe Sound, FL 33455

BioMedical Exemption permits do not have an expiration date per Chapter 64E-16, Florida Administrative Code, (F.A.C.). If your biomedical waste exceeds the exemption limits of 25 pounds in any 30-day period, you must notify this office for a regular permit.

FILE - COPY (Non-Transferable)

Ron DeSantis, Governor

Halsey Beshears, Secretary

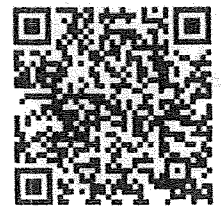
**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF VETERINARY MEDICINE**

LICENSE NUMBER: VM13164

EXPIRATION DATE: MAY 31, 2022

THE VETERINARIAN HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 474, FLORIDA STATUTES

KITTAMS, JULIE ANN
9196 SE KARIN ST
HOBE SOUND FL 33455



ISSUED: 05/17/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FK4797328	12-31-2022	\$731.00
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	11-10-2019
KITTAMS, JULIE A 9196 SE KARIN ST HOBE SOUND, FL 33455 3345		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FK4797328	12-31-2022	\$731.00
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KITTAMS, JULIE A 9196 SE KARIN ST HOBE SOUND, FL 33455 3345		

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THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY.

E. Fees and Compensation

- 1) SHS agrees to provide management and operational services at the Savannah Rd. Animal Shelter based upon a yearly term, auto-renewing yearly for three years. At that juncture, terms of the Agreement will be renegotiated.

- 2) SHS shall submit a description of the impound fees they propose that the City of Fort Pierce/ Unincorporated St. Lucie County Residents will pay for SHS services. This description is a work-in-progress and will be based on prior Vendor fee-structure .

- 3) SHS agrees to match any charges/costs/fees between the two municipalities of City of Fort Pierce and Unincorporated St. Lucie County.

F. Facility Rental/Lease Agreement

- 1) SHS agrees to provide the City with a monthly property rental fee, calculated as twenty-percent of the prior month impound fees. This fee will begin accruing the move-in date of 2/1/2021, with the first payment on 3/1/2021.
- 2) A sample Lease Agreement follows this page. SHS asks the final Lease Agreement outlines specific responsibilities of the City of Fort Pierce in facility upkeep. Items such as roof maintenance, grounds maintenance, timed-inspections for code issues, fence maintenance/repairs, sewer/water/plumbing issues. This description should also include a plan for facility hurricane preparedness so Management is aware of their responsibilities. Contact information of responsible facilities upkeep departments should also be provided, either contractually or as a separate file.
- 3) SHS requests stakeholders pave the east parking area within one year of contract start date. It will be their decision whether asphalt or concrete. Safety is the first priority and an appropriately graded/paved lot is essential. SHS will then attend to landscaping needs to create a finished product. This lot is essential for the following Facility-traffic:
 - 1) Keeping the highly accessible front door parking public-ready.
 - 2) Private access for Animal Control and other Officers
 - 3) Staff and Volunteers to efficiently and safely park out of the way of public traffic.
 - 4) Patrons of the Wellness Clinic will also require safe parking.
 - 5) Events (training classes, adoption events) will host a large public showing.
 - 6) Large delivery vehicles (Food, Cremation, Dumpster access, Operation SOS surgery Van) will be driving through the lot and require a safe area for services.

LEASE AGREEMENT (DRAFT)

This Lease Agreement (this "Lease") is dated as of January 01, 2021, by and between The City of Fort Pierce ("Landlord"), and Sunrise Humane Society, Inc. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Animal Shelter facilities to include parking lot and 3 buildings, kennels, office space, and dog run area. (the "Premises") located at 100 Savannah Road, Fort Pierce, FL 34982.

TERM. The lease term will begin on January 01, 2021 and will terminate on December 31, 2021.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments as Twenty-percent of impound fees, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 100 N. US Hwy 1, Fort Pierce, Florida 34954. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Animal rescue services, pet adoption, public education, animal care, and veterinary procedures (canine/feline). The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

FURNISHINGS. The following furnishings will be provided:
Desks/chairs/general office equipment (3-5 desks, chairs, and miscellaneous furnishings)
Animal kennels (40-60 total) Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than \$1,000,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 4 years per renewal term, unless either party gives written notice of termination no later than 90 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

The City of Fort Pierce
100 North US Hwy 1
Fort Pierce, FL, Florida 34954

TENANT:

Sunrise Humane Society, Inc.
100 Savannah Road
Fort Pierce, FL 34982

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Florida.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it

would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:
The City of Fort Pierce

By: _____ Date: _____
Peggy Arriaz,
Code Compliance Manager

TENANT:
Sunrise Humane Society

By: _____ Date: _____
Dr. Julie Kittams
Board President,
Sunrise Humane Society, Inc.

G. Termination of Contract Without Cause

Either party may terminate this Agreement with or without cause upon sixty (60) day written notice to the other. In the event of early termination, SHS shall refund the prorated amount of the monthly payment provided in Paragraph 8 of this Agreement to the City of Fort Pierce based upon a 30 day term. Such refund shall be due within thirty (30) days of the effective date of the termination.



OKEECHOBEE COUNTY SHERIFF'S OFFICE

Noel E. Stephen
SHERIFF

P.O. Drawer 1397
Okeechobee, Florida 34973-1397
863-763-3117 or 1-800-357-9868
Fax 863-763-6366

11/18/2020

To Whom It May Concern:

I am the Director of Operations for Okeechobee County Sheriff's Office Animal Control Services. I have worked with Operation S.O.S. since its inception in 2017. Said-organization provides sterilization surgeries to our adoptive shelter animals bi-monthly. Our partnership has been productive, decreasing our shelter-costs and increasing our adoption rate.

Operation S.O.S. has also provided our Community with an affordable spay/neuter option since 2018. This program is the only of its kind in our area. It is an instrumental part of providing services to those in our Community that cannot afford a full-service Veterinary hospital. I write this Letter of Support for endeavors Operation S.O.S. seeks for future animal welfare projects.

Sincerely,

Amy Fisher
Director of Operations
Okeechobee County Sheriff's Office
Animal Control Services
Okeechobee, Florida

Port St. Lucie Police Department



**CITY OF
PORT ST. LUCIE**

**John A. Bolduc
Chief of Police**

www.cityofpsl.com

Headquarters

772-871-5000

772-871-5251
Facsimile

772-871-5029 Hearing
Impaired

121 S.W. Port St. Lucie
Boulevard
Bldg. C
Port St. Lucie, FL
34984-4398

An Equal Opportunity
Employer



An Internationally Accredited
Law Enforcement Agency

To the Board of Directors of Operation SOS,

I would like to extend my sincere gratitude for the assistance and services your organization has provided to the residents of the City of Port St. Lucie since August of 2018. At that time, our spay and neuter program was in desperate need of assistance and Operation SOS stepped in to fill the void. Since then, we have worked together to help the residents and animals of the City of Port St. Lucie. I am sure our efforts will continue to show positive changes and outcomes in the years to come.

Although our partnership in the spay and neuter program has ended, I am thankful that we will continue to work together in the City's Trap Neuter Vaccinate and Return program going forward. I have found your organization and members to be professional, courteous, and provide excellent customer service. Our office has not fielded any complaints regarding your organization which further shows the quality of the services you have provided for us.

The attention to detail that is demonstrated is also to be commended. Through my multiple interactions with your staff I have found them to be knowledgeable, courteous, prompt, efficient, and effective in their duties and abilities. From the prompt and accurate billing to the assistance with our pet licensing program, I have nothing but positive accolades to expound.

I again wish to thank you for the work that you do and the care that is put into it. Operation SOS has been and will continue to be an important partner in the advocacy of animal health and care in the community.

Respectfully,

A handwritten signature in black ink, appearing to read "Bryan Lloyd".

**Bryan Lloyd
Administrator
Port St. Lucie Animal Control**

UNITED FOR ANIMALS

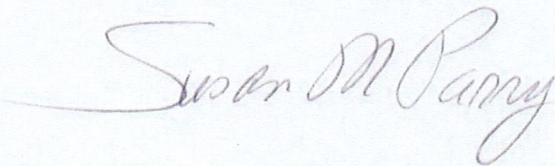
2013 Pegasus "WINGS AWARD" Recipient

11/19/2020

To Whom It May Concern,

This is a letter of support for the organization known as Operation Sterilization Outreach Services and Dr. Julie Kittams whose experience, qualifications and history speaks for itself. United For Animals has had ongoing positive experiences with Dr. Kittams and Operation SOS and confidently recommends this organization. They provide professional, invaluable, and much needed affordable veterinarian services. United For Animals trusts and utilizes Dr. Kittams and SOS as often as appointments can be had due to the high demand for their services which speaks loudly to their capabilities! They are an important "humane asset" to our Community's needs in addressing our animal population and all it's challenges. Please don't hesitate to contact me for further conversation about Dr. Kittams and SOS if needed.

Sincerely, Susan M Parry



PURPOSE DRIVEN NOT PROFIT DRIVEN

United For Animals Inc. is an accredited 501c3 animal advocacy charity incorporated since March 2006 in good standing.

United For Animals, PO Box 3307 Fort Pierce, FL 34948-3307/772-979-4008

UNITEDFORANIMALSFL.ORG/unitedway4animal@aol.com

STATE OF FLORIDA CORPORATION # N06000003033/ IRS EIN # 20-5103783 /FL STATE REGISTRATION # CH37605

Concetta Viggiano Parry Foundation

Post Office Box 3307

Fort Pierce, Florida 34948-3307

11/19/2020

To Ft. Pierce & S.L.C. leaders tasked with deciding which organization should operate the pet shelter on Savannah Rd:

I want to promote Dr. Julie Kittams to be the City/County choice to control the Shelter at Savannah Rd. As a former donor, Board Member and Treasurer of the Humane Society S.L.C. from 2003 to 2006, before the society began its 'new shelter' endeavor, I learned what this complex needed and how truly efficient it could be if operated by the right people.

Dr. Kittams has the competence, experience, common sense and heart to build a reputation for this Ft. Pierce facility that will lead to renewed and increased community support in terms of volunteerism and philanthropy.

My wife Susan and I have had much involvement with veterinarian and entrepreneur over a period of years via our capacity running United For Animals. Our experience has resulted in the knowledge that she does what she says she will do, on time, professionally and again, with competence.

I as Trustee of the C.V. Parry Foundation pledge financial support for a facility run by this fine person.

John Parry

Trustee for The C.V. Parry Foundation Trust

Concetta Viggiano Parry Foundation

Post Office Box 3307


Fort Pierce, Florida 34948-3307

(772) 971-5684

John V. L. Parry

Trustee

Compassion - The  Of Intelligence

Compassion - The  Of Intelligence

City Commission Regular Meeting - 6:00 pm

11. b.

Meeting Date: 01/04/2021

Re:

SUBJECT:

Approve letter of support of St. Lucie County Resolution 20-267, in which St. Lucie County has requested the Florida's Turnpike Enterprise to change their recommended configuration for the proposed interchange at Midway Road to "Alternative B", the Tight Urban Diamond Interchange (TUDI).

Attachments

Letter of Support

Form Review

Form Started By: Linda Cox
Final Approval Date: 12/29/2020

Started On: 12/29/2020 01:48 PM



THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION

Florida

January 5, 2021

Henry Pinzon, P.E.
Environmental Management Engineer
Florida's Turnpike Enterprise
MP 263, Building 5315
P.O. Box 613069
Ocoee, FL 34761-3069

Re: Letter of Support for Tight Urban Diamond Interchange (TUDI) at Turnpike and
Midway Road – St. Lucie County Resolution 20-267

Dear Mr. Pinzon:

The Fort Pierce City Commission, at their meeting of January 4, 2021, agreed to show their support of St. Lucie County Resolution 20-267, in which St. Lucie County has requested the Florida's Turnpike Enterprise to change their recommended configuration for the proposed interchange at Midway Road. St. Lucie County has requested that "Alternative B", the Tight Urban Diamond Interchange (TUDI) be the recommended interchange configuration shown by the final PD&E (Project Development & Environment) study for turnpike facilities from Jupiter to Fort Pierce.

The Fort Pierce City Commission fully supports the efforts of St. Lucie County to secure the future construction of an interchange at the Midway Road crossing.

Sincerely,

Mayor Linda Hudson

Nick Mimms

From: Nick Mimms
Sent: Tuesday, December 15, 2020 8:53 AM
To: John Andrews
Cc: Jennifer Robinson; Julie Bye
Subject: FW: Support for Tight Urban Diamond Interchange (TUDI) at Turnpike and Midway Road
Attachments: SLC Resolution 20-267, TUDI for Midway Road Interchange 12-01-20.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Jack,

Good Morning!!!

Please review the email correspondence below and draft a letter of support for the Mayor's signature for this project that may be placed on the January 4, 2021 City Commission agenda.

Please contact me if you have any questions.

Nicholas C. Mimms, P.E., ICMA-CM

City Manager | City of Fort Pierce

Phone: 772.467.3793 Fax: 772.489.8042

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

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



"Proudly providing quality public service for all citizens."

From: Peter Buchwald <BuchwaldP@stlucieco.org>
Sent: Monday, December 14, 2020 4:08 PM
To: Nick Mimms <nmimms@cityoffortpierce.com>; Russ Blackburn (rblackburn@cityofpsl.com) <rblackburn@cityofpsl.com>
Cc: Jeremiah Johnson <jjohnson@cityoffortpierce.com>; Vice-Mayor Martin <Shannon.Martin@cityofpsl.com>
Subject: Support for Tight Urban Diamond Interchange (TUDI) at Turnpike and Midway Road

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

Dear Nick and Russ,

At the TPO Board Meeting earlier this month, St. Lucie County requested that the TPO and the local municipalities send letters in support of the County's resolution that is attached. The resolution supports a

Tight Urban Diamond Interchange (TUDI) as the preferred alternative for the new Turnpike Interchange at Midway Road in the Turnpike's Project Development and Environment (PD&E) Study that is underway. TPO Chairman Johnson and Vice-Mayor Martin requested that I coordinate the request for the support letters.

The TUDI would have less of a negative impact on the local roadway network, especially on the planned intersection at Midway Road and the future Jenkins Road Extension, than the currently-identified preferred alternative of a partial cloverleaf interchange. I concur that the TUDI should be the preferred alternative for the new interchange in the PD&E as opposed to the partial cloverleaf.

Please email/mail the support letters to the following individual at the Turnpike:

Henry Pinzon, P.E.
Environmental Management Engineer
Florida's Turnpike Enterprise
MP 263, Building 5315
P.O. Box 613069
Ocoee, FL 34761-3069
Henry.Pinzon@dot.state.fl.us

Please contact me if you have questions or need any additional information regarding the resolution and the letter of support.

Thank you!

Peter Buchwald, AICP
Executive Director



Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
www.stlucietpo.org
Tel: (772) 462-1593
Email: buchwaldp@stlucieco.org

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and/or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

RESOLUTION 20-267

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, SUPPORTING THE RECOMMENDATIONS OF INWOOD CONSULTING ENGINEERS REGARDING THE DEVELOPMENT OF A NEW TURNPIKE INTERCHANGE AT MIDWAY ROAD IN ST. LUCIE COUNTY, FLORIDA

WHEREAS, the Board of County Commissioners has made the following determinations:

1. The Florida Turnpike Enterprise (FTE) is currently performing a PD&E (Project Development & Environment) study for turnpike facilities from Jupiter to Fort Pierce.
2. The Turnpike is planning to widen from a four-lane facility to a ten lane facility.
3. The FTE is evaluating several locations for new interchanges within the study limits.
4. The County supports the development of a new turnpike interchange at Midway Road.
5. The County is requesting that Florida's Turnpike Enterprise change their recommended interchange configuration to Alternative B (TUDI) as shown in the Midway Road Interchange Alternatives public document.

NOW, THEREFORE, BE IT RESOLVED by the St. Lucie County Board of County Commissioners:

1. This Board does hereby proclaim its support for a change to the interchange configuration to Alternative B (TUDI) for the new turnpike exchange at Midway Road.
2. This Resolution shall become effective immediately upon adoption.
3. The County Administrator is directed to send a copy of this resolution to the County's state legislative delegation and to the Florida Turnpike Enterprise.

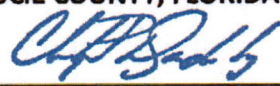
PASSED AND DULY ADOPTED this 1st day of December 2020.

ATTEST:


DEPUTY CLERK



**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: 
CHAIR

APPROVED AS TO LEGAL FORM


COUNTY ATTORNEY

City Commission Regular Meeting - 6:00 pm

11. c.

Meeting Date: 01/04/2021

Re: Indian Hills Recreation Area Multi-Use Trail Improvements - Rescind and Re-Award Construction Contract

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Rescind and re-award Bid No. 2020-025 to PRP Construction Group, LLC, for the Indian Hills Recreation Area Multi-Use Trail Improvements in an amount not to exceed \$512,933.00

SUMMARY:

A contract was awarded on May 4, 2020 to DBI Marina & Site Contractors, Inc. located in Hobe Sound, Florida, totaling \$495,745.50. DBI Marina & Site Contractors represented to staff that their company was pre-qualified by FDOT for bidding and construction services for FDOT projects. Prior to the pre-construction meeting it was revealed that the company had not met the requirements as established by FDOT in the grant agreement. It was agreed by the City of Fort Pierce, and FDOT, that time would be granted to DBI Marina & Site Contractors, Inc. to acquire the necessary certifications. To date, DBI Marina & Site Contractors, Inc., has not succeeded in securing the necessary documentation.

City staff as well as FDOT has agreed to move to the second lowest bidder to perform the construction of a 12' wide concrete trail following the existing rock trail layout through the Indian Hills Recreation Area extending from Indian Hills Drive on the north to the terminus of the trail south of Savannah Road.

It is recommended that PRP Construction Group, LLC, of Indiantown, Florida be awarded Bid No.2020-025 in the amount of \$512,933.00. The total contract amount will be reimbursed by FDOT in accordance with Grant Agreement No. 439997-1-54-01.

RECOMMENDATION:

Engineering recommends the rescinding of contract award to DBI Marina & Site Contractors, Inc. in the amount of \$495,745.50 and re-awarding Bid No. 2020-025 to PRP Construction Group, LLC, in the amount of \$512,933.00.

ALTERNATIVES:

Request project to be re-bid.

RESPONSIBLE STAFF:

Jack Andrews, City Engineer

COORDINATED WITH:

Purchasing Department
Wibet Hay, FDOT Multimodal Coordinator

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: FY 20/21
Account: General Fund
Amount: \$512,933.00

FISCAL IMPACT:

Construction cost is 100% reimbursable by FDOT grant.

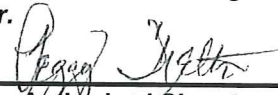
Attachments

PRP - Bid

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	12/29/2020 10:00 AM
City Manager	Nick Mimms	12/30/2020 11:39 AM
Form Started By: John Andrews		Started On: 12/21/2020 03:45 PM
Final Approval Date: 12/30/2020		

copy

<p>DELIVER TO: City of Fort Pierce, Purchasing Division, Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p>INVITATION TO BID</p> <p>and</p> <p>BIDDER ACKNOWLEDGMENT</p>
<p>Bid Writer: Gelencia Carter, 772-467-3749</p>	<p>Bid No: 2020-025</p>
<p>Mandatory Pre- Bid Conference Date:</p> <p style="text-align: center;">N/A</p>	<p>Bid Title: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS</p>
<p>Mandatory Pre-Bid Conference Location:</p> <p style="text-align: center;">N/A</p>	<p>Bid Opening Location: Purchasing Division, Room 101 100 North U.S. #1 Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: 3:00 PM, WEDNESDAY, MARCH 25, ²⁰²⁰2019</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name: PRP Construction Group, LLC</p> <hr/> <p>Mailing Address: 8300 SW Springhaven Ave Indiantown, Fl. 34956</p> <hr/>	<p><i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.</i></p> <p>X  Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Indiantown, Fl. 34956</p>	<p>Typed or Printed Name: Peggy Sheltra</p>
<p>Type of Entity (Place a check or X): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship</p>	<p>Title: President</p>
<p>Incorporated in the State of: Florida Year: 2011</p>	<p>Delivery in <u>30</u> days, ARO</p>
<p>Phone Number: 772-597-6923</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: None</p>	<p>FEIN or SS Number: 45-3220690</p>
<p>E-Mail Address: ppscheltra@gmail.com</p>	<p>Local Business: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</p>
<p>Bid Security is attached, when required, in the amount of \$ <u>60,000.00</u></p> <p style="text-align: center;">F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
PRP Construction Group, LLC
Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
8300 SW Springhaven Ave
City, state, and ZIP code
Indiantown, FL 34956
List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 45 : 3220690

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Gregg Sheeta* Date ▶ **3/24/2020**

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	<u>✓</u>	_____
Is Bid Response Form completed, signed and attached?	<u>✓</u>	_____
W-9 Form completed, signed and attached?	<u>✓</u>	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<u>✓</u>	_____
Include proof of proper licensing as stated in bid documents.	<u>✓</u>	_____
Include proof of proper insurance as stated in bid documents.	<u>✓</u>	_____
Bid envelope is marked accordingly.	<u>✓</u>	_____
Is Drug-Free Work Place form signed and enclosed?	<u>✓</u>	_____
Are three (3) complete bid packages included (1 original and 2 copies)?	<u>✓</u>	_____
Is each Bid Addendum (when issued) signed and included?	<u>✓</u>	_____

PLEASE SIGN AND RETURN WITH BID Peggy Sheet

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SECTION 001

BID FORM

PROPOSAL TO

THE CITY OF FORT PIERCE

FOR THE CONSTRUCTION OF INDIAN HILLS RECREATION AREA
MULTI-USE TRAIL IMPROVEMENTS

NAME OF BIDDER: PRP Construction Group, LLC

MAILING ADDRESS: 8300 SW Springhaven Ave, Indiantown, FL, 34956

STREET ADDRESS: 8300 SW Springhaven Ave, Indiantown, FL (Zip Code) 34956

PHONE NUMBER: 722-597-6923

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. <u>0</u>	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be completed within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

SECTION 001

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents; that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and
2. The following list includes all subcontractors who will perform Work, and
3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and
4. 60% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form.

<u>Work to be Done</u>	<u>Name of Subcontractor</u>	<u>Address</u>
Testing	GFA International, Inc.	607 NW Commodity Cove Port Saint Lucie, Florida 34986
Concrete	Mosley & Son Construction	1400 SE Monterey Road Stuart, FL 34994
SOD	Nature Keepers	30.2 S Brocksmith Road, Fort Pierce, FL 34945
Surveying	BSM & Associates	80 SE 31st Lane, Okeechobee, FL 34974

SECTION 001

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS 10% Bidders Bond

(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds,

with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

EXHIBIT "D"
BID FORMS

SECTION 001

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

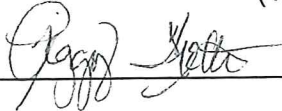
1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below:

SECTION 001

EXHIBIT "D"
BID FORMS

Bidder: PRP Construction Group, LLC
(Type or Print)

By: 


Name: Peggy Sheltra

Title: President

Dated: March 23, 2020

(Corporate Seal)

Attest
If Corporation

By: 
(Signature)

Name: Ricky Sheltra

Title: VP / CGC

Witnesses: _____
(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida CGC1510570 August 31,2020 Certified General Contractors

END OF SECTION

SECTION 002

EXHIBIT "D"
BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 25th day of March, 2020, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

PRINCIPAL

PRP Construction Group, LLC

By: *Jeggy Shelton*
(Signature)

Name: Jeggy Shelton

Title: President

ATTEST (if corporation)

By: *Ricky Shelton*
(Signature)

Name: Ricky Shelton

Title: VP COO
(Corporate Seal)

SURETY

Travelers Casualty and Surety
Company of America

By: *Jorge L. Bracamonte*
(Signature)

Name: Jorge L. Bracamonte

Attorney-In-Fact &

Title: Florida Licensed Resident Agent

(Surety Seal)

Inquiries: (321) 800-6594



EXHIBIT "D"
BID FORMS

SECTION 002

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Travelers Casualty and Surety

Name of Surety Company of America

Mailing Address One Tower Square

Street Address Hartford, CT 06183

Name and Mailing and Street JCA Surety Group, LLC

Address of Agent or 123 Zelma Street, Suite A

Representative in Florida Orlando, FL 32803

(if different than above) _____

Telephone Number of Surety (800) 238-6225

and Agent or Representative Office (321) 800-6594

in Florida _____

END OF SECTION



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JORGE BRACAMONTE** of **ORLANDO**, Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

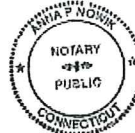
By: _____

Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25** day of **March**, 2020



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

Email from Jorge Bracamonte - Digitally Executed Bid Bond Indian Hills Recreation Area

2 messages

Jorge L. Bracamonte <jb@jcasurety.com>
To: Peggy Sheltra <ppsheltra@gmail.com>
Cc: Bonds <bonds@jcasurety.com>

Mon, Mar 23, 2020 at 4:57 PM

Peggy

See attached for the Fort Pierce Bid Bond you requested. All you have to do is print it and sign it and it's ready to go. It was signed digitally using Travelers Digital Seal. I tried you at the office but you were already gone. Call me if you have any questions, thanks

Jorge L. Bracamonte
Contract Surety Specialist
JCA Surety Group, LLC | 123 Zelma St. Suite A | Orlando, FL 32803
O. 321.800.6594 <tel:321.800.6594> | F.407.264.8321 <tel:407.264.8321> | C.407.575.4361 <tel:407.575.4361>
DBE | SBE | MBE | MWBE | LDBE

2 attachments

-  **BRACAMONTE - 0DGW62.pdf**
1643K
-  **032520 Ft Pierce Signed.pdf**
961K

Peggy Sheltra <ppsheltra@gmail.com>
To: "Jorge L. Bracamonte" <jb@jcasurety.com>
Cc: Bonds <bonds@jcasurety.com>

Mon, Mar 23, 2020 at 8:11 PM

Okay, perfect I will print when I get to the office tomorrow.
Thank you!

[Quoted text hidden]

--

Warmest Regards,

Peggy P Sheltra



PRP CONSTRUCTION

President

*PO Box 1830
8300 SW Springhaven Ave
Indiantown, FL 34956*

772-597-6923 Office Ext 301

Website: prpconstruction.net

PERFROMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

Dollars, (\$ _____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof, to furnish **Indian Hills Recreation Area Multi-Use Trail Improvements, Bid No. 2020-025** . (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

SECTION 003

**EXHIBIT "D"
BID FORMS**

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)
counterparts, each of which shall be deemed an original, this ____ day of _____, 2020.

ATTEST:

(Principal) Secretary

Principal
By _____

Name _____
(Type)

Name _____
(Type)

SECTION 003

**EXHIBIT "D"
BID FORMS**

(Corporate Seal)

Title _____

(Address)

Witness as to Principal

Witness as to Principal

ATTEST:

(Surety) Secretary

Name _____
(Type)

(Corporate Seal)

Witness as to Surety

Witness as to Surety

Surety

By _____
Attorney-in-Fact

Name _____
(Type)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____ Dollars, (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 2019, a copy of which is hereto attached and made a part hereof, **Indian Hills Recreation Area Multi-Use Trail Improvements, Bid No. 2020-025.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

SECTION 004

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.
4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this _____ day of _____, 2020.

ATTEST:

(Principal) Secretary

Name _____
(Type)

(Corporate Seal)

Principal

By _____

Name _____
(Type)

Title _____

SECTION 004

(Address)

Witness as to Principal

Witness as to Principal

ATTEST:

Surety

(Surety) Secretary

By _____

Attorney-in-Fact

Name _____

(Type)

Name _____

(Type)

(Corporate Seal)

(Address)

Witness as to Surety

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

SECTION 005

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: Indian Hills Recreation Area Multi-Use Trail Improvements ,
Bid No. 2020-025

Date of Bid Opening: March 25, 2020

Award Amount: Not to Exceed

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

<u>Copies</u>	<u>Item</u>
2	Notice of Award
2	Agreement between City and Contractor
2	Performance Bond
2	Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.
2. Have your insurance company complete bond forms, and attach notarized Acknowledgment of Authorized Representative.
3. Have your insurance company complete Certificates of Insurance and Endorsements.
4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.
5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

SECTION 005

Mailing Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

Delivery Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:

**CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950**

**BY: _____
Gelencia Carter, Purchasing Manager**

Date: _____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

BY: _____

(Title)

Date: _____

END OF SECTION

NOTICE TO PROCEED

Date: _____

To: _____

_____ Contractor.

Notice to Proceed on Project: Indian Hills Recreation Area Multi-Use Trail Improvements

Bid No: 2020-025

Project Name: Indian Hills Recreation Area Multi-Use Trail Improvements

Cost of Project based on Unit Prices by Agreement: \$ _____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2020 and to obtain Substantial completion within 180 calendar days and Final completion within 225 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: _____, 2020.

OWNER:

BY:

CITY OF FT. PIERCE, FLORIDA
P.O. BOX 1480
FT. PIERCE, FL 34954

John R. Andrews, P.E.
City Engineer

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____
Contractor

Date

END OF SECTION

CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: SOUTH 7TH STREET IMPROVEMENTS (10TH STREET TO WENDELL ROAD)

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT \$ _____

Current CONTRACT AMOUNT ADJUSTED
by Previous CHANGE ORDER(S) \$ _____

Net (Increase) (Decrease) of CONTRACT
AMOUNT resulting from this CHANGE
ORDER \$ _____

Current CONTRACT AMOUNT Including
this CHANGE ORDER \$ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED
by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting
from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE
including this CHANGE ORDER _____

(Change Order No. _____, Page 1 of 2)

SECTION 007

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

By: _____
Signature

Date: _____

ACCEPTED BY:

Contractor: _____

By: _____
Signature

Name: _____

Date: _____

APPROVED BY: City of Ft. Pierce

Date: _____

By: _____
Signature & Title

(Change Order No. _____, Page 2 of 2)

END OF CHANGE ORDER

SECTION 008

**EXHIBIT "D"
BID FORMS**

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of _____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Attorney

Date

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. PRP Construction Group, LLC
2. Permanent Main Office address. 8300 SW Springhaven Ave, Indiantown, Fl. 34956
3. When organized? Aug 25, 2011
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 8 1/2 years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) Attached
7. General character of work performed by you.
Drainage-Underground Utilities- Dirt Work- Concrete Work
8. Have you ever failed to complete any work awarded to you? If so, where and why?
No
9. Have you ever defaulted on a contract? If so, where and why?
No
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.
Attached
11. List your major equipment available for this contract. Loader, Excavator, Compactor
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)
Paar Sidewalk, Bridge Rd Sidewalk, S 7th Street Sidewalk
13. Background and experience of the principal members of your company, including the officers. Attached
14. Give bank reference.
Seacoast Bank -Jenny Yingling 772-221-7034
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

SECTION 010

8300 Sw Springhaven Ave
Dated at Indiantown, FL 34956 this 23 rd day of March, 2020.

Contractor:

PRP Construction Group, LLC

By *Peggy Sheltra*

Peggy Sheltra / President
(Name & Title)

County of Martin

State of Florida

Peggy Sheltra, being duly sworn, deposes and says that he is President of PRP Construction Group, LLC, and that the answers to the foregoing questions and all statements contained therein are true and correct.

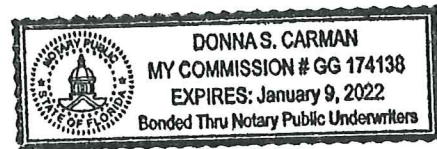
Subscribed and sworn to before me this 23rd day of March, 2020.

Donna Carman
Notary Public

My Commission Expires:

January 9, 2022

(Seal)



END OF SECTION

SECTION 011

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Martin

Peggy Sheltra, being first duly sworn, deposes
and says:

That he/she is President of PRP Construction Group, LLC
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

PRP Construction Group, LLC
(Firm Name)

By: *Peggy Sheltra*

Title: President

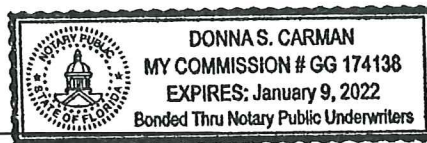
Subscribed and sworn to before me this 23rd

day of March, 2020

Donna Carman
Notary Public

My Commission expires: (Seal)

January 9, 2022



END OF SECTION

PUBLIC ENTITY AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid No. 2019-013 for Indian Hills Recreation Area Multi-Use Trail Improvements
2. This sworn statement is submitted by PRP Construction Group, LLC
 _____ (name of entity submitting sworn statement)
 whose business address is 8300 SW Springhaven Ave, Indiantown, FL 34956
 and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3220690
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Peggy Sheltra my relationship to the entity
 (please print name of individual signing)
 named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

SECTION 012

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

 x Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

 The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: *Peggy J. Williams*

Date: March 23, 2020

STATE OF Florida

COUNTY OF Martin

SECTION 012

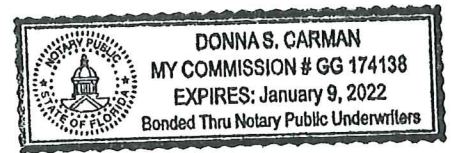
EXHIBIT "D"
BID FORMS

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Peggy Sheltra who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 23rd day of March, 2020.

NOTARY PUBLIC SEAL:

Donna Carman



My commission expires: January 9, 2022

END OF SECTION

SECTION 013

CERTIFICATION OF NON-SEGREGATED FACILITIES

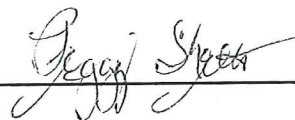
The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: March 23, 2020

Official Address
(Including Zip Code):

8300 SW Springhaven Ave
Indiantown, FL 34956

By: 
President (Title)

END OF SECTION

SECTION 014

#

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2020-025

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Fifty _____ Dollars
(Written)
\$50.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: PRP Construction Group, LLC
(Company-Contractor)

By: *Peggy Sheltra*
(President's Signature)

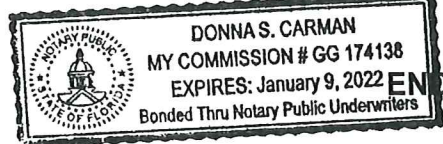
Peggy Sheltra
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Martin County, Florida on the 23rd day of March, 2020.

Notary Public: *Donna Carman* (affix seal)

My Commission Expires: January 9, 2022



END OF SECTION

SECTION 015

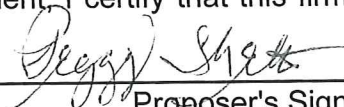
DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

PRP Construction Group, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Proposer's Signature

March 23, 2020
Date

END OF SECTION

SECTION 016

EXHIBIT "D"
BID FORMSINDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS
February 3, 2020

TRAIL CONSTRUCTION					
Item No.	Description	Units	Quantity	Unit Price	Amount
101-1	MOBILIZATION/BOND	LS	1	13,550.00	\$ 13,550.00
101-2A	MATERIAL TESTING	LS	1	11,375.00	\$ 11,375.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	3,800.00	\$ 3,800.00
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	5,500.00	\$ 5,500.00
108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	14,800.00	\$ 14,800.00
110-1-1	CLEARING & GRUBBING	LS	1	13,350.00	\$ 13,350.00
110-4-10	REMOVAL OF EXISTING CONCRETE SIDEWALK	SY	386	14.50	\$ 5,597.00
120-1A	EXCAVATION AND EMBANKMENT	LS	1	8,750.00	\$ 8,750.00
160-4	STABILIZATION, TYPE "B"	SY	6,300	3.55	\$ 22,365.00
480-11	STRAIGHT BACK BENCH (6') (RELOCATE)	EA	2	975.00	\$ 1,950.00
480-51	BIKE RACK (RELOCATE)	EA	1	885.00	\$ 885.00
480-61	TRASH RECEPTACLE (RELOCATE)	EA	1	786.00	\$ 786.00
519-78	BOLLARD (REMOVEABLE)	EA	3	797.00	\$ 2,391.00
522-2	CONCRETE SIDEWALK (TRAIL) 6" THICK - BROOM FINISH	SY	6,600	50.00	\$ 330,000.00
550-10-111	2-RAIL SPLIT RAIL FENCE (4') (MODIFY)	LF	20	48.75	\$ 975.00
570-1-2	PERFORMANCE SOD 9BAHIA)	SY	11,100	4.75	\$ 52,725.00
585-1-1	MULCH (3" THICK) (PINE STRAW)	CY	250	52.00	\$ 13,000.00
700-1-11	SINGLE POST SIGN (F&I) (UP TO 12 SF)	EA	2	5,567.00	\$ 11,134.00
TRAIL CONSTRUCTION TOTAL:					\$ 512,933.00

SECTION 017

**EXHIBIT "D"
BID FORMS**

BID ALTERNATE					
	Description	Units	Quantity	Unit Price	Amount
522-2A	CONCRETE SIDEWALK ROCK SALT FINISH	SY	6350	61.50	\$ 390,525.00
BID ALTERNATE TOTAL					\$ 390,525.00

SECTION 017

SUBSTITUTION SHEET

FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS

BID NO. 2020-025

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
	N/A		\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2020-025

PROJECT TITLE: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: PRP Construction Group, LLC

Corporate Title: President

Address: 8300 SW Springhaven Ave

Indiantown, FL 34956 (Zip Code)

By: Peggy Sheltra President
(Print name) (Print title)


(Authorized Signature)

Telephone: (772) 597-6923 Ext 301

Fax: () None

State License # CGC1510570 (ATTACH COPY)

County License # 201 2018 03542.0001 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: Certified General Contractor

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

E-VERIFY

**FORT PIERCE, FLORIDA
SEALED BID NO. 2020-025**

**PROJECT TITLE: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL
IMPROVEMENTS**

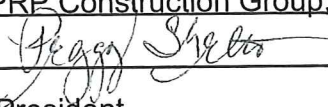
Bid No.: 2020-025

Project Description: **INDIAN HILLS RECREATION AREA MULTI-USE TRAIL**

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: PRP Construction Group, LLC

Authorized Signature: 

Title: President

Date: March 24, 2020

END OF SECTION



PRP Construction Inc
8300 SW Springhaven Ave.
Indiantown, FL 34956
772-597-6923

March 24, 2020

PRP Construction Group, LLC -Current Contracts

BID# 2020-025

Indian Hills Recreation Area Multi-Use Trail Improvements

<u>Current Contracts</u>	<u>Amount</u>	<u>Completion Date</u>
Tilton Rd Drainage	\$177,173.81	4/30/2020
Russo @C6Culvert Replacement	161,433.37	5/31/2020
Mabel T Frank Drainage & Underground	\$2,031,042.00	7/31/2020
Rehab & Improvement Stormwater	767,852.00	9/30/2020
Pt Salerno Sidewalks	510,026.51	6/30/2020
Total:	\$3,647,527.69	

City of Fort Pierce, Florida
Certificate of Competency

GENERAL CONTRACTOR (CERTIFIED)

Control #0045460 License # 19-00027852

PRP CONSTRUCTION LLC
SHELTRA, RICKY MARTIN
8300 SW SPRINGHAVEN AVE
INDIANTOWN FL 34956



BUSINESS TAX RECEIPT

Honorable Ruth Pietruszowski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34984
(772) 288-5584

Account 2012-313-0315 Cert CGC1510570
Phone (772)597-6923 Sic No 561730
Location 7600 SW SPRINGHAVEN AVE IND

Prev Yr	Lic Fee	\$26.25
\$.00	Penalty	\$.00
\$.00	Coll-Fee	\$.00
\$.00	Transfer	\$.00

TOTAL \$26.25

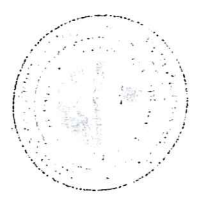
Has satisfied requirements to engage in the business, profession
or occupation of **CONSTRUCTION CONTRACTOR**
at location listed for the period beginning on the

11 Day of **JULY**

AND ENDING SEPTEMBER 30 2020

SHELTRA, PEGGY
PRP CONSTRUCTION GROUP, LLC.
RICKY SHELTRA (QUAL)
7600 SW SPRINGHAVEN AVE
INDIAN TOWN, FL 34956-4133

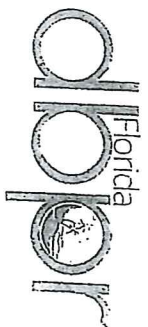
201 2018 03542.0001 PAID





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHELTRA, RICKY M

PRP CONSTRUCTION GROUP, LLC
7600 SPRINGHAVEN ESTATES
INDIANTOWN FL 34956

LICENSE NUMBER: CGC1510570

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridalicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





PRPCONS-01

BBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	CONTACT NAME: Barbie Brown - Ext. 237	
	PHONE (A/C, No, Ext): (772) 287-3366	FAX (A/C, No): (772) 287-4255
E-MAIL ADDRESS: bbrown@rvjohnson.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Mt. Hawley		37974
INSURER B : Owners Insurance Company		32700
INSURER C : Scottsdale Insurance Co.		41297
INSURER D : FFVA Mutual Insurance Co.		10385
INSURER E :		
INSURER F :		

INSURED
PRP Construction Group LLC
PO Box 1830
Indiantown, FL 34956-1830

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MGL0190393	10/26/2019	10/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5068939600	4/15/2019	4/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLS0112083	10/26/2019	10/26/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC840-0029850-2019A	11/9/2019	11/9/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Employee: Travis Martin Sheltra 1414 SW Vizcaya Circle Palm City, FL 34990

CERTIFICATE HOLDER

Proof of Insurnace

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



8300 SW Springhaven Ave
Indiantown, Florida 34956
"Woman Owned Small Business"

Key Personnel Job Titles Experience Job Responsibility

Peggy Sheltra, President, *Has over 30 years of experience in owning and operating her own business and is responsible for the management of daily office activities, financial decisions, and long range planning.*

Ricky Sheltra, Vice President, Certified General Contractor, *has over 35 years of experience in the heavy construction industry and is responsible for liaison between office personnel, general superintendent and field superintendents. He is the primary contact for contractor communication and coordination of materials and equipment for roadway, underground utilities, and storm drainage construction.*

Ronnie LaRowe, Chief Estimator/Project Manager, *has over 30 years of experience in the heavy construction industry, and is responsible for all company contract bidding and estimating, as well as project management and communication.*

Travis Sheltra, Estimator/Certified Underground Utilities Contractor, *has over 9 years of experience in the heavy construction industry, and is responsible company contract bidding and estimating, as well as project management and oversees the underground utility construction.*

Jose Pedrosa, General Superintendent, *has over 13 years of experience in the construction industry, and is responsible for daily supervision of all roadways, underground utilities, storm drainage, and box culvert construction.*

Juan Pedrosa, General Superintendent, *has over 15 years of experience in the construction industry, and is responsible for daily supervision of all roadways, underground utilities, storm drainage, and box culvert construction.*

Mauricio Sedano, Superintendent, *has over 14 years of experience in all facets of utility and drainage construction, including clearing and grubbing, mainline storm drainage. He is responsible for daily supervision of roadway operations, time keeping, safety, and communication in the field.*



PRP Construction Inc
8300 SW Springhaven Ave.
Indiantown, FL 34956
772-597-6923

March 25, 2020

Contracts Recently Completed

<u>Customer</u>	<u>Job</u>	<u>Gross Amount</u>	<u>Completed</u>
St lucie County BOCC	Canal 92	\$262,035.80	1/30/2020
Michael Harvey, E.I. 772-216-2586	Canal 93	\$160,000.00	1/30/2020
ST Lucie County Mel Pollock, PE 561 214-5065	River Hammock	\$177,482.25	2/1/2020

11:28 AM
03/25/20
Accrual Basis

PRP Construction
Balance Sheet
As of March 25, 2020

	Mar 25, 20
ASSETS	
Current Assets	
Checking/Savings	
105.006 · CHASE CHECKING 3729	429,793.89
105.012 · Chase Checking	678.49
105.007 · Chase Savings	8,569.63
105.008 · Seacoast Bank	417,305.30
Total Checking/Savings	<u>856,347.31</u>
Accounts Receivable	
108.001 · Accounts Receivable - Contracts	1,472,796.51
Total Accounts Receivable	<u>1,472,796.51</u>
Other Current Assets	
108.005 · Loan To Shareholder	20,996.26
108.100 · Retainage Due	500,710.62
108.300 · Employee Advances	10,602.74
108.103 · Costs/earnings in excess billing	259,519.00
Total Other Current Assets	<u>791,828.62</u>
Total Current Assets	3,120,972.44
Fixed Assets	
253.001 · Office Furniture & Fixtures	5,510.00
251.001 · Machinery and Equipment	2,535,473.73
252.001 · Autos & Trucks	571,625.98
256.001 · Buildings and Improvements	115,248.18
280.001 · Accumulated Depreciation	-1,000,066.09
Total Fixed Assets	<u>2,227,791.80</u>
Other Assets	
354 · Land	77,280.00
Total Other Assets	<u>77,280.00</u>
TOTAL ASSETS	<u><u>5,426,044.24</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
402.001 · Accounts Payable	396,113.35
Total Accounts Payable	396,113.35
Credit Cards	
451.029 · AA MC #9763	-37.97
451.031 · Chase #9994	-635.96
451.026 · Marriott #4308	-9,334.67
Total Credit Cards	<u>-10,008.60</u>
Other Current Liabilities	
451.012 · CSI Trucking	36,418.00

11:28 AM
03/25/20
Accrual Basis

PRP Construction
Balance Sheet
As of March 25, 2020

	Mar 25, 20
451.000 · Current Liability	
451.013 · ST Seacoast Building	12,175.68
451.038 · LOADER ID #5108 SN 0634	58,708.80
451.009 · CP JD #0355 2019 85G EXCAVATOR	24,345.84
451.007 · CP Ally '17 Ford F250 #9155	7,510.80
451.014 · CP Ford 8601 '18 F250 #7271	6,290.28
451.005 · CP Ford #9997 '17 F350 #3763	6,786.56
451.006 · CP JD #0911 Hitachi Z135 #0225	2,634.06
451.002 · CP JD #6432 524K Loader #7653	23,053.22
451.011 · CP JD #6550 180GLC #0554	25,422.96
451.092 · CP JD #7186 544K Loader #9640	-2,097.65
451.010 · CP Kubota Skid Steer #5934	5,841.22
Total 451.000 · Current Liability	170,671.77
461.001 · Billing in excess of earnings	1,249,290.00
451.098 · Garcia Savings	900.00
Total Other Current Liabilities	1,457,279.77
Total Current Liabilities	1,843,384.52
Long Term Liabilities	
501.000 · Long Term Liability	
501.009 · CP JD #0355 2019 85G EXCAVATOR	117,672.12
501.038 · LOADER ID#5108 SN 0634	91,436.80
501.007 · LT Ally '17 Ford F250 #9155	5,933.95
501.014 · LT Ford 8601 '18 F250 #7271	14,557.84
501.005 · LT Ford #9997 '17 F350 #3763	13,302.62
501.006 · LT JD #0911 Hitachi Z135 #0225	-2,638.31
501.002 · LT JD #6432 524 Loader #7653	15,730.85
501.011 · LT JD #6550 180 GLC Ex #0554	15,852.64
501.010 · LT Kubota Skid Steer #5934	5,310.24
501.013 · LT Seacoast Building	60,152.49
Total 501.000 · Long Term Liability	337,311.24
Total Long Term Liabilities	337,311.24
Total Liabilities	2,180,695.76
Equity	
514 · Shareholder Distributions	-557,668.19
511 · Capital	1,000.00
512 · Additional Paid in Capital	29,163.50
513 · *Retained Earnings	3,611,072.88
Net Income	161,780.29
Total Equity	3,245,348.48
TOTAL LIABILITIES & EQUITY	5,426,044.24

City Commission Regular Meeting - 6:00 pm

11. d.

Meeting Date: 01/04/2021

Re: 2020 KAB/KFPB Litter Control and Prevention Grant Agreement

SUBJECT:

Approval and acceptance of the 2020 Keep Fort Pierce Beautiful Program Litter Control and Prevention Grant Agreement in the amount of \$15,000.00.

SUMMARY:

The State of Florida, Department of Transportation has awarded City of Fort Pierce/Keep Fort Pierce Beautiful Program awarded a grant in the amount of \$15,000, to undertake the project described as Keep America Beautiful Litter Control and Prevention Program, which partially funds our annual Great American Cleanup. We have received this grant for several years, however, program requirements now state the agreement is signed by a City Official, which requires City Attorney review and City Commission approval.

RECOMMENDATION:

Approve agreement.

ALTERNATIVES:

Proceed as directed by the City Commission

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Division

COORDINATED WITH:

Paul Bertram, Manager, Public Workds Parks and Grounds

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2020
Account: 00100003697100
Amount: 15,000.00

FISCAL IMPACT:

This revenue is budgeted annually and there is a line item for Keep Fort Pierce Beautiful.

Attachments

Grant Agreement
Memo from Asst. City Attorney

Form Review

Inbox

Finance Department
City Manager

Form Started By: Caleta Scott

Final Approval Date: 12/30/2020

Reviewed By

Johnna Morris
Nick Mimms

Date

12/29/2020 10:00 AM

12/30/2020 11:39 AM

Started On: 12/23/2020 12:49 PM

Financial Project No: 409750-3-74-01	Fund: _____ Function: _____	FLAIR Approp: _____ FLAIR Obj.: _____
Contract No. <u>G1R73</u>	Contract Amount: <u>\$15,000.00</u>	Org. Code: _____
CFDA No. and Title: _____	DUNS No.: _____ Recipient DUNS No.: _____	Vendor No.: <u>F59-6000322-016</u> CSFA No. and Title: 55.039 and Local Transportation Projects – Keep Florida Beautiful (contract rev. 09.22.20)

**LITTER CONTROL AND PREVENTION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
CITY OF FORT PIERCE - KEEP FORT PIERCE BEAUTIFUL PROGRAM**

This Litter Control and Prevention Grant Agreement (“Agreement”) is entered into this _____ day of _____, 2020 between the State of Florida, Department of Transportation (“Department” or “FDOT”), and City of Fort Pierce, Florida (“Recipient”).

RECITALS:

- A. The Department is authorized under Section 334.044, Florida Statutes, and Chapter 403, Florida Statutes, to enter into this Agreement.
- B. The Florida Legislature has appropriated the amount of \$800,000 in Fiscal Year 2020/2021 to the Department in order to provide funding for litter prevention and control programs through a certified Keep America Beautiful (“KAB”) Affiliate at the local level.
- C. The Department is prepared, in accordance with its adopted work program, to undertake the Project described as Keep America Beautiful Litter Control and Prevention Program, in Fiscal Year 2020/2021, in the amount of \$15,000.00 and which Project is known as Financial Project Number 409750-3-74-01, as more fully described in Exhibit “A” (“Project”).

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

- 1. The recitals set forth above are incorporated by this reference into this Agreement.
- 2. The Recipient shall furnish all services for completion of the Project as required in the Scope of Work, Exhibit “A”, which is attached and incorporated into this Agreement.
- 3. The Recipient shall comply with the compliance requirements applicable to state resources awarded pursuant to this Agreement as noted in Exhibit “B”, which is attached and incorporated into this Agreement.
- 4. The Recipient shall provide a proposed budget for use of FDOT funds for this Project as required in Exhibit “C”, which is attached and incorporated into this Agreement.
- 5. The Recipient shall provide a listing of program activities for this Project as required in Exhibit “D”, which is attached and incorporated into this Agreement.

6. The Recipient shall submit on a quarterly basis to the Department a program Grant Activity Reporting Form, which is attached and incorporated into this Agreement as Exhibit "E", as part of the reporting requirements.
7. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through September 30, 2021. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.
8. The Department agrees to reimburse the Recipient in an amount not to exceed \$15,000.00 for actual costs incurred, excluding Recipient's overhead costs. Project costs eligible for reimbursement will be allowed only from the Effective Date of this Agreement. The funding for this Project is contingent upon annual appropriation by the Florida Legislature, the availability of funds pursuant to this Paragraph 8, and all other terms of this Agreement. The Recipient agrees to bear all expenses in excess of the Department's participation.
 - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", as set forth in the Recipient's Proposed Budget in Exhibit "C". Additionally, the services which the Recipient provides in Exhibit "A" shall conform with those programs identified in Exhibit "D".
 - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
 - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 409750-3-74-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
 - d. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. All invoices shall include a completed and accurate Grant Activity Reporting Form as set forth in Exhibit "E".
 - e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
 - f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in

accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

- g. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.
- h. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the term of this Agreement.
- i. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever occurs later. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable to the Recipient, in addition to the invoice amount due. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records of the Recipient and all subcontractors performing work on the Project, and all other

records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.

- k. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to this Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.
 - l. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”
 - m. The Department’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
 - n. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges as described in the Contract Payment Requirements, Exhibit “F”, which is attached and incorporated into this Agreement.
 - o. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files, shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
9. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following

requirements do not limit the authority of the Department to conduct or arrange for the additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
- b. The Recipient, as a non-state entity as defined by Section 215.97, Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "B" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
 - iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than nine (9) months after the end of the Recipient's fiscal year for each applicable audit year. In the event

that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, shall indicate the date the reporting package was delivered to the Department in the correspondence accompanying the reporting package.
- vii. Upon receipt, and within six (6) months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
- viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit

findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

10. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

11. Public Records (Only check one)

- Recipient is a governmental entity

The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

- Recipient is not a governmental entity

The Recipient shall comply with Chapter 119, Florida Statutes. Specifically, the Recipient shall:

(1) Keep and maintain public records required by the Department to perform the services required under this Agreement.

(2) Upon request from the Department's custodian of public records, provide the Department 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.

(3) 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 term of this Agreement and following completion of this Agreement if the Recipient does not transfer the records to the Department.

(4) Upon completion of this Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the services required under this Agreement. If the Recipient transfers all public records to the Department upon completion of this Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps

and maintains public records upon completion of this Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Central Office
850-414-5355
COprecustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458**

12. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the services or payment for services thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of the services under this Agreement
13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a

harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services in connection with this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16. Indemnification (Only Check one)

Recipient is a governmental entity:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform services in connection with this Agreement.

“The contractor/consultant shall indemnify, defend, save, and hold harmless the Florida Department of Transportation and all its officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of omission or commission of the acts, by its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Florida Department of Transportation or any of its officers, agents or employees.”

Recipient is not a governmental entity:

The Recipient shall indemnify, defend, save, and hold harmless the Department and all of its officers, agents, or employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Neither the Recipient nor any of its officers, agents, employees, contractors/subcontractors, consultants/sub consultants will be liable under this section for the negligence of the Department or any of its officers, agents or employees. It is specifically agreed between the parties executing this Agreement that

it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform services in connection with this Agreement.

“The contractor/consultant shall indemnify, defend, save, and hold harmless the Florida Department of Transportation and all its officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of omission or commission of the acts, by its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Florida Department of Transportation or any of its officers, agents or employees.”

17. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient may also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted, however, if the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) day advance notice shall be given to the Department or as provided in accordance with Florida law.
18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of this Agreement in the event the Recipient shall

be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) day written notice to the Department. If this Agreement is terminated before performance is completed, the Recipient shall be paid only for services satisfactorily performed for which costs can be substantiated.

21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all services rendered and all expenses incurred in connection with this Agreement.
22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:

Florida Department of Transportation
605 Suwannee Street, Mail Station 61
Tallahassee, Florida 32399-0450
Attention: Project Manager

TO RECIPIENT:

Keep Fort Pierce Beautiful Program
c/o City of Fort Pierce
100 North US 1
Fort Pierce, Florida 34954-1480
Attn: Executive Director

23. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
24. This Agreement shall not be renewed.
25. This Agreement shall not be construed to grant any third-party rights.
26. In no event shall the making by the Department of any payment to the Recipient constitutes or can be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to

writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.

28. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
30. Time is of the essence as to each and every obligation under this Agreement.
31. The Department and the Recipient acknowledge and agree to the following:
 - i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
32. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
33. The Department and the Recipient agree that this Agreement may be executed, by one or both parties, by electronic means.
34. This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

City of Fort Pierce, Florida (Name
of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____

Title: _____

Courtney Drummond, P.E.
Assistant Secretary for Engineering and
Operations

Print Name: _____

Date: _____

Witness: _____

FDOT Legal Review:

Title: _____

Print Name: _____

See attached encumbrance form for date of funding
approval by Comptroller

EXHIBIT "A"

SCOPE OF WORK

1.0 SERVICE OBJECTIVE: The Recipient shall assist the Department in meeting the objectives below:

- A. Implement, administer, and promote the "DRIVE IT HOME – Keep Our Paradise Litter-Free" (DIH-KOPLF) Trash-Off in conjunction with the National KAB Great American Cleanup (GAC) within their own local community (Virtual acceptable).
- B. Implement, administer, and promote Litter Prevention & Recycling Education within the local community (Virtual Acceptable).
- C. Promote the FDOT Adopt-A-Highway program at the local community level and notify/include local Adopt-A-Highway participants in local KAB Affiliates mailings & cleanup activities.
- D. Implement, administer, and promote a minimum of three (3) additional Program Activity Options as specified and agreed upon in Exhibit "D".
- E. Maintain a current e-mail address, web site page, Facebook page and other social media tools as needed. Also, like all Florida KAB Affiliates Facebook pages, including the KFB and KAB Facebook pages.
- F. Support the Department's litter prevention education programs through the Recipient's public information, public affairs, and volunteer service programs.
- G. Maintain KAB Certified Affiliate status during the term of this Agreement.
- H. Employing a part or full-time program manager during the term of this Agreement.
- I. Non-profit affiliates function as a public/private partnership with a working Board of Directors.
- J. Match Department funds as provided in this Agreement at a minimum ratio of 1:1, as specified in Exhibit "C".

2.0 DESCRIPTION OF SERVICES: The Recipient shall perform the following services:

- A. The DIH-KOPLF Trash-Off in conjunction with the National GAC is an annual event. Bringing a coordinated effort, either virtually or physically observing federal, state, & local COVID safety guidelines while conducting local community cleanups within the state. The Recipient shall be the local community coordinator for this event. The Recipient shall include appropriate inclusion in Recipient's publications, arrange informational virtual meetings and media releases necessary to increase local participation at this annual event. Recipient shall include the official logo of the Department's DIH-KOPLF campaign on all applicable material. The Recipient shall provide Department with a copy of the KAB DIH-KOPLF Trash-Off National GAC wrap-up report as part of the reporting requirements.
- B. The Recipient shall conduct Litter Prevention & Recycling Education workshops/seminars and other educational presentations either virtually or physically, while observing federal, state, & local COVID safety guidelines within the local community. The Recipient will make every effort to utilize already approved and established KAB educational material, as well as any environmental education materials recommended in the Environmental Protection Agency's (EPA) National Service Center for Environmental Publications (NSCEP). The Recipient, when possible, will include the official Department logo on all printed educational material. The Recipient shall supply Department with original copies of all educational material purchased or developed with Department funds.

- C. The Recipient shall assist Department at the local community level with the State's Adopt-A-Highway education program. The Recipient shall assist Department in increasing participation at the local level and may include local Adopt-A-Highway participants in KAB affiliate program activities and mail-outs based on information availability.
- D. The Recipient agrees to conduct/complete all program activity options as contained in Exhibit "D". The Recipient shall submit a program activity progress report, to the Department as part of the grant period reporting requirements.
- E. The Recipient shall maintain a web site and a Facebook page (local gov't exempt). Department funds may be used to create, post to, and maintain said web site and Facebook page (if applicable). Said web site at a minimum shall contain the following:
- i. KAB Affiliates Board of Directors and Executive Committee Members
 - ii. KAB Affiliates Executive Director's name and title
 - iii. KAB Affiliates street address and mailing address
 - iv. KAB Affiliates e-mail address and web site address
 - v. KAB Affiliates calendar of events
 - vi. KAB Affiliates 2019/2020 Annual Report, if applicable
 - vii. KAB Affiliates 2020 GAC Report, if applicable
 - viii. Governor and Lt. Governor's names
 - ix. State of Florida official seal linking to web site address(www.myflorida.com)
 - x. KAB logo may be displayed, and link to web site address (www.kab.org)
 - xi. KFB logo linking it to web site address (<https://www.keepfloridabeautiful.org/>)
 - xii. DIH-KOPLF logo must be displayed, and link provided
 - xiii. FDOT State Adopt-A-Highway web link with FDOT Logo: (<http://www.fdot.gov/maintenance/aah.shtm> or current) and display Statewide Litter-Hotline number: 1-800-BAN-LITT (er) / 1-800-226-5488
 - xiv. Current Year Dollar Benefits (LD) Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$Local DB).
 - xv. Historical Cumulative Years Dollar Benefits Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$Local DB).
 - xvi. Current Years Return on Investment (ROI) [Example: (\$1.00: \$16.00)].
 - xvii. Historical Cumulative Yrs. ROI [Example: (\$1.00: \$160.00)].
- F. The Recipient shall support the Department's litter prevention education programs through the Recipient's normal network of seminars, speeches, newsletter, educational programs, web sites, social media, conferences, and other communication activities.
- G. During the term of this Agreement, the Recipient is required to maintain its KAB Certified Affiliate status. If the Recipient is declared to be de-certified by KAB, Inc., the Recipient may be subject to immediate cancellation of this Agreement.
- H. During the term of this Agreement, the Recipient is required to employ a part-time or full-time Executive Director. If the Recipient experiences a vacancy in this position, Recipient is required to immediately notify Department so as not be found in default. Department will reserve the right to cancel or continue this Agreement based on the duration of the vacancy and ability of Recipient to fulfill this Agreement.

- I. During the term of this Agreement, the Recipient is required to maintain a working Board of Directors. The Recipient shall submit to Department a complete listing of the members of the Board of Directors. Said list shall contain the names, e-mail addresses, phone numbers and affiliation of each board member. Said list shall identify the President, Vice-President, Secretary, and Treasurer of Recipient. The Recipient shall submit copies of the minutes of the Board of Directors meetings to Department as part of their required reporting.
- J. The Recipient is required to match all Department funds awarded under this Agreement, at a 1:1 ratio. All matching funds and in-kind donations must be documented and included as a part of the Recipient's required quarterly reporting.
- K. The Recipient may use Microsoft Office Professional XP and Internet explorer when meeting the requirements of this Agreement.

3.0 SCHEDULE OF WORK: The Recipient shall submit for review to the Department, program activity progress reports **no later than fifteen (15) days after the end of each report period** as part of its reporting requirements. For the purposes of this Agreement, progress report due dates are: **March 31, 2021 and June 30, 2021**. All reimbursement request receipts will be dated on or before June 30, 2021. The final Department/KAB Affiliates Annual Report which includes, but is not limited to, the summary and receipts totaling grant amount, the grant match with summary and supporting documentation, the listing of all in-kind documentation, a copy of the submitted 2020 Single Audit Exemption Letter (if applicable), the KAB 2021 Activities Report, KAB 2021 Community Appearance Index & Governance Report, KAB 2021 Affiliates Annual Report, and a copy of Exhibit "D" with a summary of projects, is due on **September 30, 2021**. (Please submit your Final Annual Department/KAB Affiliates Report in a 3-ring binder with an index or an electronic submittal may be accepted upon prior approval by the Department's Project Manager).

4.0 PRINTING:

- A. No printing for the sole use of Department will be done under this Agreement. The Recipient shall be responsible for obtaining all printing required to accomplish this Agreement through their normal channels.
- B. All purchases of printing in excess of \$1000 require a minimum of three (3) written bids. The Recipient shall use reasonable efforts to include at least one (1) bid from a Minority Business Enterprise (MBE). The Recipient shall retain documentation of competitive bids.
- C. All printed materials produced under this Agreement with the use of Department funds, in full or part, shall contain the following language in no less than a 10pt font. *"The printing of this material has been made possible through funds provided by the Florida Department of Transportation"*. All material printed with the use of Department funds shall display the official Department logo and DIH-KOPLF logo.

5.0 COMPENSATION:

- A. The compensation for the services required under this Agreement shall not exceed \$15,000.00. The Recipient shall not perform services in excess of \$15,000.00 until advised in writing by the Department that additional funds have been made available and

encumbered. Approved costs incurred by the Recipient during the term of this Agreement shall be in accordance with the following:

- i. All direction, art work, training materials development, training, special events coordination or organization, and program promotion shall be on an hourly basis in accordance with Recipient's expended time toward completion of each project.
 - ii. The Recipient shall provide hourly rates for each project. The Recipient's hourly rate will be multiplied by the hours reported by the employee to arrive at the cost for work performed during submission period. The rate of \$15.00 per hour shall be considered the maximum allowable hourly rate.
 - iii. The cost of services rendered or materials produced by sub-contractors not a part of the Recipient's organization (out of house expenditures) shall be at actual cost.
 - iv. All long-distance telephone calls, mailing, shipping and photocopying shall be at actual cost.
 - v. The Recipient shall submit their request for reimbursement to the address indicated for notice to the Department in Paragraph 22 of this Agreement. All reimbursement requests under this Agreement shall be submitted no later than June 30, 2021. The request shall include, but is not limited to, the following support documentation:
 1. Paid invoices and receipts for purchases of all services.
 2. Paid invoices for outside or out of house expenditures.
 3. Paid invoices and receipts for other direct costs.
 4. Copies of cancelled checks.
 5. One Page itemized category expenses transaction report.
 6. One Page Quarterly (as noted in 3.0) & cumulative Progress Report Summary with affiliates 20.21 timeline.
 7. Copy of Exhibit "E."
- B. The Department's Request for Reimbursement Form will be used to document expenditures incurred as payment was made in advance of incurring costs.

6.0 INELIGIBLE EXPENDITURES / ACTIVITIES

- A. Purchase, lease or other costs associated with personal cell phones, pagers, beepers and personal e-mail addresses are not an acceptable expenditure under this Agreement.
- B. Purchase, lease and/or maintenance of office equipment are not acceptable expenditures under this Agreement.
- C. No funds will be used for construction projects.
- D. Department funds may not be used to cover in part or full, direct or indirect costs, of fundraising activities or fundraising events.
- E. No reimbursement will be made for partial per diem for non-overnight travel.
- F. No reimbursement will be made for tips, gratuities, alcohol, valet parking, or any purchases not directly related to the purpose of the travel.

G. No reimbursement will be made for food or drink items.

7.0 DISPUTES: The Recipient shall be responsible for the settlement of any contractual or administrative disputes arising out of the subcontracts entered into in support of the Services required under this Agreement.

EXHIBIT "B"

STATE FINANCIAL ASSISTANCE

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
CSFA Title: LOCAL TRANSPORTATION PROJECTS
CSFA Number: 55.039
Award Amount: \$15,000

Specific project information for CSFA Number 55.039 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES
AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.039 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:
<https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT "C" ***

PROPOSED 20/21 BUDGET FOR USE OF FDOT FUNDS

	<u>FDOT FUNDS*</u>	<u>MATCHING FUNDS*</u>
Salaries (up to \$15.00 @ hr. / \$3200 max limit)	_____ (Exe. Dir Only)	_____
Organizations Public Liability Ins.	_____	_____
Rent/ Utilities	<u>Match Only</u> _____	_____
Grant Accounting/Bookkeeper Services	_____ (\$300.00 max)	_____
Phone / cell / internet access*	_____ (\$600.00 max)	_____
Grant Office Supplies*	_____	_____
Grant Program Materials for Exhibit "D"	<u>\$12,300</u> (No Drink / Food)	_____
Volunteer Hours	<u>Match Only</u> _____	<u>\$15,000</u>
Advertising (DIH-KOPLF - \$1000.min)**)	<u>\$1500</u>	_____
Grant Printing*	_____	_____
Virtual Conf. Reg. / Travel* <small>(KAB / KFB Annual Meetings Only)</small>	<u>\$1000</u> (\$1,000.00 max)	_____
Web site Support	_____ (\$1,200.00 max)	_____
KAB Annual Dues Only	<u>\$200</u>	_____
Total FDOT Funds	<u>\$15,000.00</u>	Total Matching <u>\$15,000</u> (min. \$15,000)

* see items below. **The \$1000 advertising minimum may be in the form of grant dollars or a local in-kind advertising documented match
 ***If awarded funds, this Exhibit will become a part of the Agreement.

-
- **Telephone** – the use of FDOT funds for the purchase/lease or monthly charges related to personal cell phones, beepers, pagers, or other electronic devices are not allowed.
 - **Food & Drinks** - State funds cannot be used for the purchase of food (F), drink (D) or FD items.
 - **Travel** – State rates shall be used. Overnight Travel and per-diem expenses shall be in accordance with Section 112.061, Florida Statutes & documented on the state travel form #300-000-06. Reimbursement will not be made for partial per diem for non-overnight travel. Maximum allowable room rate is \$175.00 per night, excludes taxes & fees. Reimbursements for travel shall be submitted separately using state travel form #300-000-06.
 - **Educational Material** – Wherever possible, the applicant will utilize already accepted and established educational material rather than develop new material. The department recommends the use of Keep America Beautiful "Waste In Place" or any environmental education materials recommended in the Environmental Protection Agency's (EPA) National Service Center for Environmental Publications (NSCEP). Before developing or purchasing new educational material other than the ones listed, the applicant should contact the FDOT Project Manager for approval.
 - **Total FDOT Funds requested** – the total amount of FDOT funds requested may not exceed the maximum amount allocated by the department as stated in the proposal guidelines.
 - **Total Matching** – A 1:1 match of FDOT funds is required. The total matching should reflect cash, in kind donations, anticipated volunteer hours \$16.00 per hour (value based on the minimum amount paid by private industry for litter collection), donation of equipment, and other materials. The Department encourages additional matching dollar funds where possible. You may use either other State or Federal funds as a match, but no other FDOT funds, directly or indirectly may be used as a match to this program. Cash, In-kind and other supporting matches, must be documented in the same manner as the reimbursements per Exhibit F.
 - **Tangible Property** – The use of FDOT funds for the purchase of tangible property as noted in Chapter 273, F.S. is not allowed. State funds cannot be used for purchase, lease and/or maintenance of office equipment.
 - **Printing** - All purchases of printing in excess of \$1000 require a minimum of three written bids. The Recipient shall use reasonable efforts to include at least one bid from a Minority Business Enterprise (MBE). The Recipient shall retain documentation of competitive bids. All printed materials produced under this Agreement with the use of Department funds, in full or part, shall contain the following language in no less than a 10pt font. *"The printing of this material has been made possible through funds provided by the Florida Department of Transportation"*. All material printed with the use of Department funds shall display the official Department logo and DIH-KOPLF logo.

20.21 EXHIBIT "E"

FDOT GRANT ACTIVITY REPORTING FORM

Service Dates _____ through _____

Affiliates Name: _____ Grant Amount: **\$15,000.00**

Budget Category	Approved Total Annual Expenditures	Amount Used All Prior Periods	Amount Used This Periods	Balance Remaining
Salaries (up to \$15.00 hr. max /\$3200 ceiling); E.D. Only				
Public Liability Insurance per agreement				
Rent / Utilities (Match Only)	Match Only	Match Only	Match Only	Match Only
Grant Accting/Bookkeeping Serv. (\$300.00 max)				
Phone/cell/Int. access (\$600.00 max.)				
Grant Office Supplies				
Grant Program Materials for Exhibit D (No Drink/Food)				
Local Advertising (DIH-KOPLF -- \$1000.00min)**				
Grant Printing				
Virtual Conference Registration / Travel Expenses (limited to KAB / KFB Annual Mtgs - \$1,000.00 max.) ***				
Internet/social media web site support (\$1,200.00 max.)				
KAB Annual Dues				
Column Total	\$15,000.00			

*(** - May be in the form of grant dollars or a local in-kind advertising documented match/*** - Use FDOT Travel Reimbursement form)*

Approved by: _____ Date: _____

LOCAL PROGRAM ACTIVITIES:

Total number of local Adopt-A-_____ Groups to date: _____
 Total number of volunteers* conducting litter cleanups: _____
 Total number of volunteer* hours for litter removal/GAC: _____ (1)
 Total pounds of litter*collected: _____ (2)
 Total number of volunteer* hours for other activities: _____ (3)

*(*inclusive of all pickup activities including DIH-GAC activities for your organization)*

Total dollar amount of cost benefit in local community:

- Volunteer dollar benefit: _____ hours (1) + (3) x \$16.00** = \$ _____ cost benefit (4)
 - Litter dollar benefit: _____ pounds (2) divided by 2,000 = _____ tons (5)
 - _____ (5) Tons x local tipping fee of \$ _____ per ton = \$ _____ cost benefit (6)

*(**based on the minimum amount paid by private industry for litter collection)*

Total 19.20 Cost Benefit: (grant award match requires supporting documentation)

Volunteer Hours (all activities): \$ _____ (4)
 Litter dollars – Governmental Cost Avoidance: \$ _____ (6)
 In-Kind dollars – Government Costs \$ _____
 In-Kind dollars – All other \$ _____
 Cash contributions– Inhouse memberships/fundraising events: \$ _____
 All other cash funding/contributions: \$ _____
 Total 20.21 cost benefits this period: \$ _____
 Total 20.21 cost benefits to date: \$ _____ (7)
 Total 19.20 Cost Benefit: \$ _____ (Get from FDOT)

All Periods Total Cost Benefit / Annual Return on Investment (ROI):

- \$ _____ (7) (Cost Benefit) / \$ _____ (Amt. spent to date) = \$ _____ (Affiliate's Grant ROI)

EXHIBIT "F"

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

TO: Caleta Scott, Manager, Grants Administration Division

FROM: Tanya Earley, Assistant City Attorney *TME*

THROUGH: Peter Sweeney, City Attorney *PS*

RE: Contractual Agreement – Keep America Beautiful / FDOT
Litter Control and Prevention Grant Agreement – Review
as to Form and Correctness

CAO RLS FILE: No. 20-314

DATE: December 16, 2020

I have reviewed the request for legal services related to the proposed agreement between Fort Pierce and the Florida Department of Transportation. The agreement is approved as to form and correctness.

If you have any questions, please contact the City Attorney's Office via phone or email.

Thank you.

TE/mm

cc: Nicholas C. Mimms, P.E., City Manager
Johnna Morris, Director of Finance
Linda Cox, City Clerk



CITY ATTORNEY USE ONLY

Received

DEC 11 2020

City of Fort Pierce
City Manager's Office

Date Received:	
Assigned To:	
File:	20-314
Due Date:	
Hours:	

RECEIVED
DEC 16 2020
City Attorney

REQUEST FOR LEGAL SERVICES

To: PETER SWEENEY, CITY ATTORNEY

SUBMITTED BY: CALETA SCOTT, MANAGER, GRANTS ADMINISTRATION DIVISION

THROUGH: JOHNNA MORRIS, DIRECTOR OF FINANCE

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER

RE: CONTRACTUAL AGREEMENT – KEEP AMERICA BEAUTIFUL / FDOT LITTER CONTROL AND PREVENTION GRANT AGREEMENT – REVIEW AS TO FORM AND CORRECTNESS

DATE: DECEMBER 10, 2020

RECEIVED
DEC 11 2020
FINANCE DEPT.

Service Required: (please circle or underline)

<u>Review Documents</u>	Draft Document	Written Opinion Requested
Attend Meetings	Advise	Other: _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Seeking Legal Department approval of the Litter Control and Prevention Grant Agreement between State of Florida, FDOT and City of Fort Pierce/KFPB for 'Form and Correctness'.
- Discussion of the implications and the possible impact if not apparent from preceding information:** Form and Correctness approval from Legal is required before contractual agreements can be processed.
- Time considerations and their significance:** Timely consideration is requested, as the contract execution deadline from State of Florida is pending. This item will be scheduled to appear on an upcoming City Commission Consent Agenda; 1/4/2021 pending approval timeframe.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** No City Funds are required.

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response

Financial Project No: 409750-3-74-01	Fund: _____ Function: _____	FLAIR Approp: _____ FLAIR Obj.: _____
Contract No. <u>G1R73</u>	Contract Amount: <u>\$15,000.00</u>	Org. Code: _____
CFDA No. and Title: _____	DUNS No.: _____ Recipient DUNS No.: _____	Vendor No.: <u>F59-6000322-016</u> CSFA No. and Title: 55.039 and Local Transportation Projects – Keep Florida Beautiful (contract rev. 09.22.20)

**LITTER CONTROL AND PREVENTION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
CITY OF FORT PIERCE - KEEP FORT PIERCE BEAUTIFUL PROGRAM**

This Litter Control and Prevention Grant Agreement (“Agreement”) is entered into this _____ day of _____, 2020 between the State of Florida, Department of Transportation (“Department” or “FDOT”), and City of Fort Pierce, Florida (“Recipient”).

RECITALS:

- A. The Department is authorized under Section 334.044, Florida Statutes, and Chapter 403, Florida Statutes, to enter into this Agreement.
- B. The Florida Legislature has appropriated the amount of \$800,000 in Fiscal Year 2020/2021 to the Department in order to provide funding for litter prevention and control programs through a certified Keep America Beautiful (“KAB”) Affiliate at the local level.
- C. The Department is prepared, in accordance with its adopted work program, to undertake the Project described as Keep America Beautiful Litter Control and Prevention Program, in Fiscal Year 2020/2021, in the amount of \$15,000.00 and which Project is known as Financial Project Number 409750-3-74-01, as more fully described in Exhibit “A” (“Project”).

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

- 1. The recitals set forth above are incorporated by this reference into this Agreement.
- 2. The Recipient shall furnish all services for completion of the Project as required in the Scope of Work, Exhibit “A”, which is attached and incorporated into this Agreement.
- 3. The Recipient shall comply with the compliance requirements applicable to state resources awarded pursuant to this Agreement as noted in Exhibit “B”, which is attached and incorporated into this Agreement.
- 4. The Recipient shall provide a proposed budget for use of FDOT funds for this Project as required in Exhibit “C”, which is attached and incorporated into this Agreement.
- 5. The Recipient shall provide a listing of program activities for this Project as required in Exhibit “D”, which is attached and incorporated into this Agreement.

6. The Recipient shall submit on a quarterly basis to the Department a program Grant Activity Reporting Form, which is attached and incorporated into this Agreement as Exhibit "E", as part of the reporting requirements.
7. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through September 30, 2021. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.
8. The Department agrees to reimburse the Recipient in an amount not to exceed \$15,000.00 for actual costs incurred, excluding Recipient's overhead costs. Project costs eligible for reimbursement will be allowed only from the Effective Date of this Agreement. The funding for this Project is contingent upon annual appropriation by the Florida Legislature, the availability of funds pursuant to this Paragraph 8, and all other terms of this Agreement. The Recipient agrees to bear all expenses in excess of the Department's participation.
 - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", as set forth in the Recipient's Proposed Budget in Exhibit "C". Additionally, the services which the Recipient provides in Exhibit "A" shall conform with those programs identified in Exhibit "D".
 - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
 - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 409750-3-74-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
 - d. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. All invoices shall include a completed and accurate Grant Activity Reporting Form as set forth in Exhibit "E".
 - e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
 - f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in

accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

- g. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.
- h. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the term of this Agreement.
- i. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever occurs later. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable to the Recipient, in addition to the invoice amount due. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records of the Recipient and all subcontractors performing work on the Project, and all other

records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.

- k. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to this Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.
 - l. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”
 - m. The Department’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
 - n. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges as described in the Contract Payment Requirements, Exhibit “F”, which is attached and incorporated into this Agreement.
 - o. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files, shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
9. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following

requirements do not limit the authority of the Department to conduct or arrange for the additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
- b. The Recipient, as a non-state entity as defined by Section 215.97, Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "B" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
 - iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than nine (9) months after the end of the Recipient's fiscal year for each applicable audit year. In the event

that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, shall indicate the date the reporting package was delivered to the Department in the correspondence accompanying the reporting package.
- vii. Upon receipt, and within six (6) months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
- viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit

findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

10. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

11. Public Records (Only check one)

- Recipient is a governmental entity

The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

- Recipient is not a governmental entity

The Recipient shall comply with Chapter 119, Florida Statutes. Specifically, the Recipient shall:

(1) Keep and maintain public records required by the Department to perform the services required under this Agreement.

(2) Upon request from the Department's custodian of public records, provide the Department 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.

(3) 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 term of this Agreement and following completion of this Agreement if the Recipient does not transfer the records to the Department.

(4) Upon completion of this Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the services required under this Agreement. If the Recipient transfers all public records to the Department upon completion of this Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps

and maintains public records upon completion of this Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Central Office
850-414-5355
COprecustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458**

12. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the services or payment for services thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of the services under this Agreement
13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a

harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services in connection with this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16. Indemnification (Only Check one)

Recipient is a governmental entity:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform services in connection with this Agreement.

“The contractor/consultant shall indemnify, defend, save, and hold harmless the Florida Department of Transportation and all its officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of omission or commission of the acts, by its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Florida Department of Transportation or any of its officers, agents or employees.”

Recipient is not a governmental entity:

The Recipient shall indemnify, defend, save, and hold harmless the Department and all of its officers, agents, or employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Neither the Recipient nor any of its officers, agents, employees, contractors/subcontractors, consultants/sub consultants will be liable under this section for the negligence of the Department or any of its officers, agents or employees. It is specifically agreed between the parties executing this Agreement that

it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform services in connection with this Agreement.

“The contractor/consultant shall indemnify, defend, save, and hold harmless the Florida Department of Transportation and all its officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of omission or commission of the acts, by its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Florida Department of Transportation or any of its officers, agents or employees.”

17. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient may also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted, however, if the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) day advance notice shall be given to the Department or as provided in accordance with Florida law.
18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of this Agreement in the event the Recipient shall

be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) day written notice to the Department. If this Agreement is terminated before performance is completed, the Recipient shall be paid only for services satisfactorily performed for which costs can be substantiated.

21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all services rendered and all expenses incurred in connection with this Agreement.
22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:

Florida Department of Transportation
605 Suwannee Street, Mail Station 61
Tallahassee, Florida 32399-0450
Attention: Project Manager

TO RECIPIENT:

Keep Fort Pierce Beautiful Program
c/o City of Fort Pierce
100 North US 1
Fort Pierce, Florida 34954-1480
Attn: Executive Director

23. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
24. This Agreement shall not be renewed.
25. This Agreement shall not be construed to grant any third-party rights.
26. In no event shall the making by the Department of any payment to the Recipient constitutes or can be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to

writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.

28. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
30. Time is of the essence as to each and every obligation under this Agreement.
31. The Department and the Recipient acknowledge and agree to the following:
 - i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
32. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
33. The Department and the Recipient agree that this Agreement may be executed, by one or both parties, by electronic means.
34. This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

City of Fort Pierce, Florida (Name
of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____

Title: _____

Courtney Drummond, P.E.
Assistant Secretary for Engineering and
Operations

Print Name: _____

Date: _____

Witness: _____

FDOT Legal Review:

Title: _____

Print Name: _____

See attached encumbrance form for date of funding
approval by Comptroller

EXHIBIT "A"

SCOPE OF WORK

1.0 SERVICE OBJECTIVE: The Recipient shall assist the Department in meeting the objectives below:

- A. Implement, administer, and promote the "DRIVE IT HOME – Keep Our Paradise Litter-Free" (DIH-KOPLF) Trash-Off in conjunction with the National KAB Great American Cleanup (GAC) within their own local community (Virtual acceptable).
- B. Implement, administer, and promote Litter Prevention & Recycling Education within the local community (Virtual Acceptable).
- C. Promote the FDOT Adopt-A-Highway program at the local community level and notify/include local Adopt-A-Highway participants in local KAB Affiliates mailings & cleanup activities.
- D. Implement, administer, and promote a minimum of three (3) additional Program Activity Options as specified and agreed upon in Exhibit "D".
- E. Maintain a current e-mail address, web site page, Facebook page and other social media tools as needed. Also, like all Florida KAB Affiliates Facebook pages, including the KFB and KAB Facebook pages.
- F. Support the Department's litter prevention education programs through the Recipient's public information, public affairs, and volunteer service programs.
- G. Maintain KAB Certified Affiliate status during the term of this Agreement.
- H. Employing a part or full-time program manager during the term of this Agreement.
- I. Non-profit affiliates function as a public/private partnership with a working Board of Directors.
- J. Match Department funds as provided in this Agreement at a minimum ratio of 1:1, as specified in Exhibit "C".

2.0 DESCRIPTION OF SERVICES: The Recipient shall perform the following services:

- A. The DIH-KOPLF Trash-Off in conjunction with the National GAC is an annual event. Bringing a coordinated effort, either virtually or physically observing federal, state, & local COVID safety guidelines while conducting local community cleanups within the state. The Recipient shall be the local community coordinator for this event. The Recipient shall include appropriate inclusion in Recipient's publications, arrange informational virtual meetings and media releases necessary to increase local participation at this annual event. Recipient shall include the official logo of the Department's DIH-KOPLF campaign on all applicable material. The Recipient shall provide Department with a copy of the KAB DIH-KOPLF Trash-Off National GAC wrap-up report as part of the reporting requirements.
- B. The Recipient shall conduct Litter Prevention & Recycling Education workshops/seminars and other educational presentations either virtually or physically, while observing federal, state, & local COVID safety guidelines within the local community. The Recipient will make every effort to utilize already approved and established KAB educational material, as well as any environmental education materials recommended in the Environmental Protection Agency's (EPA) National Service Center for Environmental Publications (NSCEP). The Recipient, when possible, will include the official Department logo on all printed educational material. The Recipient shall supply Department with original copies of all educational material purchased or developed with Department funds.

- C. The Recipient shall assist Department at the local community level with the State's Adopt-A-Highway education program. The Recipient shall assist Department in increasing participation at the local level and may include local Adopt-A-Highway participants in KAB affiliate program activities and mail-outs based on information availability.
- D. The Recipient agrees to conduct/complete all program activity options as contained in Exhibit "D". The Recipient shall submit a program activity progress report, to the Department as part of the grant period reporting requirements.
- E. The Recipient shall maintain a web site and a Facebook page (local gov't exempt). Department funds may be used to create, post to, and maintain said web site and Facebook page (if applicable). Said web site at a minimum shall contain the following:
- i. KAB Affiliates Board of Directors and Executive Committee Members
 - ii. KAB Affiliates Executive Director's name and title
 - iii. KAB Affiliates street address and mailing address
 - iv. KAB Affiliates e-mail address and web site address
 - v. KAB Affiliates calendar of events
 - vi. KAB Affiliates 2019/2020 Annual Report, if applicable
 - vii. KAB Affiliates 2020 GAC Report, if applicable
 - viii. Governor and Lt. Governor's names
 - ix. State of Florida official seal linking to web site address(www.myflorida.com)
 - x. KAB logo may be displayed, and link to web site address (www.kab.org)
 - xi. KFB logo linking it to web site address (<https://www.keepfloridabeautiful.org/>)
 - xii. DIH-KOPLF logo must be displayed, and link provided
 - xiii. FDOT State Adopt-A-Highway web link with FDOT Logo: (<http://www.fdot.gov/maintenance/aah.shtm> or current) and display Statewide Litter-Hotline number: 1-800-BAN-LITT (er) / 1-800-226-5488
 - xiv. Current Year Dollar Benefits (LD) Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$Local DB).
 - xv. Historical Cumulative Years Dollar Benefits Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$Local DB).
 - xvi. Current Years Return on Investment (ROI) [Example: (\$1.00: \$16.00)].
 - xvii. Historical Cumulative Yrs. ROI [Example: (\$1.00: \$160.00)].
- F. The Recipient shall support the Department's litter prevention education programs through the Recipient's normal network of seminars, speeches, newsletter, educational programs, web sites, social media, conferences, and other communication activities.
- G. During the term of this Agreement, the Recipient is required to maintain its KAB Certified Affiliate status. If the Recipient is declared to be de-certified by KAB, Inc., the Recipient may be subject to immediate cancellation of this Agreement.
- H. During the term of this Agreement, the Recipient is required to employ a part-time or full-time Executive Director. If the Recipient experiences a vacancy in this position, Recipient is required to immediately notify Department so as not be found in default. Department will reserve the right to cancel or continue this Agreement based on the duration of the vacancy and ability of Recipient to fulfill this Agreement.

- I. During the term of this Agreement, the Recipient is required to maintain a working Board of Directors. The Recipient shall submit to Department a complete listing of the members of the Board of Directors. Said list shall contain the names, e-mail addresses, phone numbers and affiliation of each board member. Said list shall identify the President, Vice-President, Secretary, and Treasurer of Recipient. The Recipient shall submit copies of the minutes of the Board of Directors meetings to Department as part of their required reporting.
- J. The Recipient is required to match all Department funds awarded under this Agreement, at a 1:1 ratio. All matching funds and in-kind donations must be documented and included as a part of the Recipient's required quarterly reporting.
- K. The Recipient may use Microsoft Office Professional XP and Internet explorer when meeting the requirements of this Agreement.

3.0 SCHEDULE OF WORK: The Recipient shall submit for review to the Department, program activity progress reports **no later than fifteen (15) days after the end of each report period** as part of its reporting requirements. For the purposes of this Agreement, progress report due dates are: **March 31, 2021 and June 30, 2021**. All reimbursement request receipts will be dated on or before June 30, 2021. The final Department/KAB Affiliates Annual Report which includes, but is not limited to, the summary and receipts totaling grant amount, the grant match with summary and supporting documentation, the listing of all in-kind documentation, a copy of the submitted 2020 Single Audit Exemption Letter (if applicable), the KAB 2021 Activities Report, KAB 2021 Community Appearance Index & Governance Report, KAB 2021 Affiliates Annual Report, and a copy of Exhibit "D" with a summary of projects, is due on **September 30, 2021**. (Please submit your Final Annual Department/KAB Affiliates Report in a 3-ring binder with an index or an electronic submittal may be accepted upon prior approval by the Department's Project Manager).

4.0 PRINTING:

- A. No printing for the sole use of Department will be done under this Agreement. The Recipient shall be responsible for obtaining all printing required to accomplish this Agreement through their normal channels.
- B. All purchases of printing in excess of \$1000 require a minimum of three (3) written bids. The Recipient shall use reasonable efforts to include at least one (1) bid from a Minority Business Enterprise (MBE). The Recipient shall retain documentation of competitive bids.
- C. All printed materials produced under this Agreement with the use of Department funds, in full or part, shall contain the following language in no less than a 10pt font. *"The printing of this material has been made possible through funds provided by the Florida Department of Transportation"*. All material printed with the use of Department funds shall display the official Department logo and DIH-KOPLF logo.

5.0 COMPENSATION:

- A. The compensation for the services required under this Agreement shall not exceed \$15,000.00. The Recipient shall not perform services in excess of \$15,000.00 until advised in writing by the Department that additional funds have been made available and

encumbered. Approved costs incurred by the Recipient during the term of this Agreement shall be in accordance with the following:

- i. All direction, art work, training materials development, training, special events coordination or organization, and program promotion shall be on an hourly basis in accordance with Recipient's expended time toward completion of each project.
 - ii. The Recipient shall provide hourly rates for each project. The Recipient's hourly rate will be multiplied by the hours reported by the employee to arrive at the cost for work performed during submission period. The rate of \$15.00 per hour shall be considered the maximum allowable hourly rate.
 - iii. The cost of services rendered or materials produced by sub-contractors not a part of the Recipient's organization (out of house expenditures) shall be at actual cost.
 - iv. All long-distance telephone calls, mailing, shipping and photocopying shall be at actual cost.
 - v. The Recipient shall submit their request for reimbursement to the address indicated for notice to the Department in Paragraph 22 of this Agreement. All reimbursement requests under this Agreement shall be submitted no later than June 30, 2021. The request shall include, but is not limited to, the following support documentation:
 1. Paid invoices and receipts for purchases of all services.
 2. Paid invoices for outside or out of house expenditures.
 3. Paid invoices and receipts for other direct costs.
 4. Copies of cancelled checks.
 5. One Page itemized category expenses transaction report.
 6. One Page Quarterly (as noted in 3.0) & cumulative Progress Report Summary with affiliates 20.21 timeline.
 7. Copy of Exhibit "E."
- B. The Department's Request for Reimbursement Form will be used to document expenditures incurred as payment was made in advance of incurring costs.

6.0 INELIGIBLE EXPENDITURES / ACTIVITIES

- A. Purchase, lease or other costs associated with personal cell phones, pagers, beepers and personal e-mail addresses are not an acceptable expenditure under this Agreement.
- B. Purchase, lease and/or maintenance of office equipment are not acceptable expenditures under this Agreement.
- C. No funds will be used for construction projects.
- D. Department funds may not be used to cover in part or full, direct or indirect costs, of fundraising activities or fundraising events.
- E. No reimbursement will be made for partial per diem for non-overnight travel.
- F. No reimbursement will be made for tips, gratuities, alcohol, valet parking, or any purchases not directly related to the purpose of the travel.

G. No reimbursement will be made for food or drink items.

7.0 DISPUTES: The Recipient shall be responsible for the settlement of any contractual or administrative disputes arising out of the subcontracts entered into in support of the Services required under this Agreement.

EXHIBIT "B"

STATE FINANCIAL ASSISTANCE

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
CSFA Title: LOCAL TRANSPORTATION PROJECTS
CSFA Number: 55.039
Award Amount: \$15,000

Specific project information for CSFA Number 55.039 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES
AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.039 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:
<https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT "C" ***

PROPOSED 20/21 BUDGET FOR USE OF FDOT FUNDS

	<u>FDOT FUNDS*</u>	<u>MATCHING FUNDS*</u>
Salaries (up to \$15.00 @ hr. / \$3200 max limit)	_____ (Exe. Dir Only)	_____
Organizations Public Liability Ins.	_____	_____
Rent/ Utilities	<u>Match Only</u> _____	_____
Grant Accounting/Bookkeeper Services	_____ (\$300.00 max)	_____
Phone / cell / internet access*	_____ (\$600.00 max)	_____
Grant Office Supplies*	_____	_____
Grant Program Materials for Exhibit "D"	<u>\$12,300</u> (No Drink / Food)	_____
Volunteer Hours	<u>Match Only</u> _____	<u>\$15,000</u>
Advertising (DIH-KOPLF - \$1000.min)**)	<u>\$1500</u>	_____
Grant Printing*	_____	_____
Virtual Conf. Reg. / Travel* <small>(KAB / KFB Annual Meetings Only)</small>	<u>\$1000</u> (\$1,000.00 max)	_____
Web site Support	_____ (\$1,200.00 max)	_____
KAB Annual Dues Only	<u>\$200</u>	_____
Total FDOT Funds	<u>\$15,000.00</u>	Total Matching <u>\$15,000</u> (min. \$15,000)

* see items below. **The \$1000 advertising minimum may be in the form of grant dollars or a local in-kind advertising documented match
 ***If awarded funds, this Exhibit will become a part of the Agreement.

-
- **Telephone** – the use of FDOT funds for the purchase/lease or monthly charges related to personal cell phones, beepers, pagers, or other electronic devices are not allowed.
 - **Food & Drinks** - State funds cannot be used for the purchase of food (F), drink (D) or FD items.
 - **Travel** – State rates shall be used. Overnight Travel and per-diem expenses shall be in accordance with Section 112.061, Florida Statutes & documented on the state travel form #300-000-06. Reimbursement will not be made for partial per diem for non-overnight travel. Maximum allowable room rate is \$175.00 per night, excludes taxes & fees. Reimbursements for travel shall be submitted separately using state travel form #300-000-06.
 - **Educational Material** – Wherever possible, the applicant will utilize already accepted and established educational material rather than develop new material. The department recommends the use of Keep America Beautiful "Waste In Place" or any environmental education materials recommended in the Environmental Protection Agency's (EPA) National Service Center for Environmental Publications (NSCEP). Before developing or purchasing new educational material other than the ones listed, the applicant should contact the FDOT Project Manager for approval.
 - **Total FDOT Funds requested** – the total amount of FDOT funds requested may not exceed the maximum amount allocated by the department as stated in the proposal guidelines.
 - **Total Matching** – A 1:1 match of FDOT funds is required. The total matching should reflect cash, in kind donations, anticipated volunteer hours \$16.00 per hour (value based on the minimum amount paid by private industry for litter collection), donation of equipment, and other materials. The Department encourages additional matching dollar funds where possible. You may use either other State or Federal funds as a match, but no other FDOT funds, directly or indirectly may be used as a match to this program. Cash, In-kind and other supporting matches, must be documented in the same manner as the reimbursements per Exhibit F.
 - **Tangible Property** – The use of FDOT funds for the purchase of tangible property as noted in Chapter 273, F.S. is not allowed. State funds cannot be used for purchase, lease and/or maintenance of office equipment.
 - **Printing** - All purchases of printing in excess of \$1000 require a minimum of three written bids. The Recipient shall use reasonable efforts to include at least one bid from a Minority Business Enterprise (MBE). The Recipient shall retain documentation of competitive bids. All printed materials produced under this Agreement with the use of Department funds, in full or part, shall contain the following language in no less than a 10pt font. *"The printing of this material has been made possible through funds provided by the Florida Department of Transportation"*. All material printed with the use of Department funds shall display the official Department logo and DIH-KOPLF logo.

EXHIBIT "D"

FLORIDA DEPARTMENT OF TRANSPORTATION

20/21 GRANT PROGRAM* ACTIVITY OPTIONS

Please check the activities that your affiliate will conduct at the local level during the grant period ending September 30, 2021. The applicant must identify 3 additional activities, which will be completed during the funding period for a minimum total of 8 activities. Return this completed form with your proposal application. If awarded funds, this Exhibit will become a part of the agreement. The 5 activities already checked are required components and cannot be counted towards the required 3 minimum additional activities. All program activities must be conducted within your local communities.

(* Due to COVID, some of these activities may be conducted virtually)

-
- | | |
|---|--|
| <input checked="" type="checkbox"/> GAC & DIH-KOPLF Trash-Off (req.) | <input checked="" type="checkbox"/> Litter prevention education PSA's |
| <input checked="" type="checkbox"/> Community Litter Prevention & Recycling Pres.(req.) | <input checked="" type="checkbox"/> Local Adopt-A-Spot |
| <input checked="" type="checkbox"/> State Adopt-A-Highway promotion (required) | <input type="checkbox"/> Local Median Beautification Program |
| <input checked="" type="checkbox"/> 20.21 KAB Award Conference Submission (required) | <input type="checkbox"/> Local Adopt-A-Road (County) |
| <input checked="" type="checkbox"/> 20.21 KAB Grant Submission - minimum of 1 (req.) | <input type="checkbox"/> Clean Builders program |
| <input type="checkbox"/> Electronic Recycling partnership with SWIX | <input type="checkbox"/> Local Little Receptacle Adoption Program |
| <input type="checkbox"/> KAB "America Recycles Day" Activities (Nov. 2020) | <input type="checkbox"/> Christmas Tree Recycling (Dec) |
| <input type="checkbox"/> Local Adopt-A-Street (City) | <input type="checkbox"/> Litter Ordinance Assistance Partnership |
| <input type="checkbox"/> Local Courts Community Service Partnerships | <input type="checkbox"/> KAB "Waste in Place" Education program |
| <input type="checkbox"/> Local Litter Code Enforcement Partnerships | <input checked="" type="checkbox"/> Graffiti abatement |
| <input type="checkbox"/> Graffiti Prevention / Educational programs | <input checked="" type="checkbox"/> Neighborhood improvement programs |
| <input type="checkbox"/> Litter free events | <input type="checkbox"/> Business / School Recycling Assistance |
| <input checked="" type="checkbox"/> Community gardens | <input type="checkbox"/> MSW community presentations |
| <input type="checkbox"/> Recycling / reuse projects / programs | <input type="checkbox"/> Composting |
| <input type="checkbox"/> Local Waste exchange | <input type="checkbox"/> Local Youth / Intern programs |
| <input checked="" type="checkbox"/> Recyclables collection program / special projects | <input type="checkbox"/> Battery Recycling Programs |
| <input type="checkbox"/> Close the Loop/Buy Recycled presentations | <input type="checkbox"/> Illegal dumping abatement |
| <input type="checkbox"/> Local Litter / Illegal dumping hotline | <input type="checkbox"/> Tree planting / reforestation projects |
| <input type="checkbox"/> Local Affiliates Recognition Awards Program | <input checked="" type="checkbox"/> Local "Clean Schools" Adoption program |
| <input checked="" type="checkbox"/> Local Marine Debris abatement programs/projects | <input type="checkbox"/> Local PPE Educational Cleanup Programs |
| <input type="checkbox"/> Local Adopt-A-Shore (Assist) | <input type="checkbox"/> Other |
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20.21 EXHIBIT "E"

FDOT GRANT ACTIVITY REPORTING FORM

Service Dates _____ through _____

Affiliates Name: _____ Grant Amount: **\$15,000.00**

Budget Category	Approved Total Annual Expenditures	Amount Used All Prior Periods	Amount Used This Periods	Balance Remaining
Salaries (up to \$15.00 hr. max /\$3200 ceiling); E.D. Only				
Public Liability Insurance per agreement				
Rent / Utilities (Match Only)	Match Only	Match Only	Match Only	Match Only
Grant Accting/Bookkeeping Serv. (\$300.00 max)				
Phone/cell/Int. access (\$600.00 max.)				
Grant Office Supplies				
Grant Program Materials for Exhibit D (No Drink/Food)				
Local Advertising (DIH-KOPLF -- \$1000.00min)**				
Grant Printing				
Virtual Conference Registration / Travel Expenses (limited to KAB / KFB Annual Mtgs - \$1,000.00 max.) ***				
Internet/social media web site support (\$1,200.00 max.)				
KAB Annual Dues				
Column Total	\$15,000.00			

*(** - May be in the form of grant dollars or a local in-kind advertising documented match/*** - Use FDOT Travel Reimbursement form)*

Approved by: _____ Date: _____

LOCAL PROGRAM ACTIVITIES:

Total number of local Adopt-A-_____ Groups to date: _____
 Total number of volunteers* conducting litter cleanups: _____
 Total number of volunteer* hours for litter removal/GAC: _____ (1)
 Total pounds of litter*collected: _____ (2)
 Total number of volunteer* hours for other activities: _____ (3)

*(*inclusive of all pickup activities including DIH-GAC activities for your organization)*

Total dollar amount of cost benefit in local community:

- Volunteer dollar benefit: _____ hours (1) + (3) x \$16.00** = \$ _____ cost benefit (4)
 - Litter dollar benefit: _____ pounds (2) divided by 2,000 = _____ tons (5)
 - _____ (5) Tons x local tipping fee of \$ _____ per ton = \$ _____ cost benefit (6)

*(**based on the minimum amount paid by private industry for litter collection)*

Total 19.20 Cost Benefit: (grant award match requires supporting documentation)

Volunteer Hours (all activities): \$ _____ (4)
 Litter dollars – Governmental Cost Avoidance: \$ _____ (6)
 In-Kind dollars – Government Costs \$ _____
 In-Kind dollars – All other \$ _____
 Cash contributions– Inhouse memberships/fundraising events: \$ _____
 All other cash funding/contributions: \$ _____
 Total 20.21 cost benefits this period: \$ _____
 Total 20.21 cost benefits to date: \$ _____ (7)
 Total 19.20 Cost Benefit: \$ _____ (Get from FDOT)

All Periods Total Cost Benefit / Annual Return on Investment (ROI):

- \$ _____ (7) (Cost Benefit) / \$ _____ (Amt. spent to date) = \$ _____ (Affiliate's Grant ROI)

EXHIBIT "F"

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>

City Commission Regular Meeting - 6:00 pm

12. a.

Meeting Date: 01/04/2021

Re: Comprehensive Plan's Water Supply Facilities Work Plan 2020 Update

SUBJECT:

STAFF IS REQUESTING TO POSTPONE UNTIL JANUARY 19, 2021 MEETING. Legislative Hearing - Ordinance 21-001 - An Ordinance amending the City's Comprehensive Plan to update the Water Supply Facilities Work Plan. FIRST READING

SUMMARY:

Pursuant to Section 163.3177(6)(c)3 Florida Statutes, the City of Fort Pierce is required to update the Comprehensive Plan's Water Supply Facilities Work Plan. To that end, this proposed Comprehensive Plan Text Amendment seeks to revise the City's water demand projections for a planning period of ten (10) years. The attached Ordinance, which contains the proposed Work Plan as Exhibit "A," identifies alternative and traditional water supply projects and conservation and reuse activities needed to meet the projected future demands. The Work Plan itself was last amended on May 4, 2012, by the Fort Pierce Utilities Authority (FPUA).

RECOMMENDATION:

Approve the Transmittal of the Comprehensive Plan Amendment to the Florida Department of Economic Opportunity.

ALTERNATIVES:

Disapprove the Transmittal of the Comprehensive Plan Amendment to the Florida Department of Economic Opportunity.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

Fort Pierce Utilities Authority
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Draft Ordinance & Work Plan
Public Notification Certification

Form Review

Inbox

City Manager

Form Started By: Rebeca Guerra

Final Approval Date: 12/29/2020

Reviewed By

Nick Mimms

Date

12/29/2020 03:47 PM

Started On: 11/25/2020 12:13 PM



TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: Comprehensive Plan Amendment – Policy 3.12.7
2020 FPUA Ten Year Water Supply Facilities Work Plan

COMMISSION DATE: January 4, 2020

STAFF REPORT

**Comprehensive Plan Amendment
Policy 3.12.7
2020 FPUA Ten Year Water Supply Facilities Work Plan**

Pursuant to Section 163.3177(6)(c)3 Florida Statutes, the City of Fort Pierce is required to update the Comprehensive Plan's Water Supply Facilities Work Plan. To that end, this proposed Comprehensive Plan Text Amendment seeks to revise the City's water demand projections for a planning period of ten (10) years. The attached Ordinance, which contains the proposed Work Plan as Exhibit "A," identifies alternative and traditional water supply projects and conservation and reuse activities needed to meet the projected future demands. The Work Plan itself was last amended on May 4, 2012, by the Fort Pierce Utilities Authority (FPUA).

The Technical Review Committee voted to recommend approval of the proposed Comprehensive Plan amendment. As part of its approval, the City of Fort Pierce Engineering Department recommended that Section V, Reclaimed Water, be amended to remove a reference to the construction of a plasma-arc gasification facility by St. Lucie County as the City Commission voted to terminate negotiations for this facility in April of 2012.

At their meeting on November 10, 2020, the Planning Board unanimously voted to recommend approval of the request, as presented. As part of its recommendation of approval, the Board directed Staff to work with the FPUA to implement the Engineering Department recommendation that Section V, Reclaimed Water, be amended to remove a reference to the construction of a plasma-arc gasification facility by St. Lucie County as the City Commission voted to terminate negotiations for this facility in April of 2012. The Work Plan attached to this item has been revised accordingly to remove that reference.

Staff recommends that the City Commission approve the request.

Attachments:
Draft Ordinance (with the Ten Year Water Supply Facilities Work Plan)

ORDINANCE NO. 20-01

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE CITY OF FORT PIERCE COMPREHENSIVE PLAN BY AMENDING THE INFRASTRUCTURE ELEMENT IN ORDER TO MEET UPDATED STATUTORY REQUIREMENTS RELATED TO THE COORDINATION OF LAND USE AND WATER SUPPLY PLANNING; TO ADOPT THE WATER SUPPLY FACILITIES WORK PLAN BY REFERENCE; AND TO MAINTAIN INTERNAL CONSISTENCY OF AND WITHIN THE COMPREHENSIVE PLAN; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan by Ordinance No. K-493, and subsequently amended; and

WHEREAS, the City Commission of the City of Fort Pierce adopted through Ordinance L-264 an update to the Comprehensive Plan to include the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan dated May 4, 2012; and

WHEREAS, in order to comply with the action of the State Legislature, the City of Fort Pierce must incorporate the FPUA update to the Ten Year Water Supply Facilities Work Plan as an amendment to the Comprehensive Plan, pursuant to the Community Planning Act, Chapter 163, Florida Statutes; and

WHEREAS, the Water Supply Facilities Work Plan is intended to ensure that adequate water supplies are available to serve current and future residents of the City of Fort Pierce and the water service area; and

WHEREAS, this amendment complies with the South Florida Water Management District Upper East Coast Water Supply Plan; and

WHEREAS, the City of Fort Pierce Planning Board, acting as the Local Planning Agency, held a public meeting on November 10, 2020, to consider the Comprehensive Plan amendment and recommended approval of the amendment by a vote of X to X; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

Goal 3.4 - POTABLE WATER

Provide a cost-effective and sustainable potable water supply system which meets all applicable water quality standards, maintains the adopted LOS, and maintains the City's water quality standards, and does not compromise the City's future water supply.

3.12 Objective:

Optimize the utilization of water resources through effective water management practices that conserve and protect potable water resources with primary focus on the Surficial Aquifer.

3.12.7 Policy:

The City adopts by reference the current ~~2012~~ 2020 FPUA Ten Year Water Supply Facilities Work Plan.

SECTION 2. The FPUA Water Supply Facilities Work Plan, attached hereto as Exhibit "A," is hereby adopted in compliance with Chapter 163.3177(6)(c)(3), Florida Statutes.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

Peter J. Sweeney
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 20-01 was duly advertised by title only in the St. Lucie News Tribune on Saturday, December 20, 2020; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced and transmitted on first reading by the City Commission of the City of Fort Pierce, Florida, on January 4, 2021; and was duly introduced and adopted on second and final reading XXXXX, 2021, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this Xth day of XXXX, 2021.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT “A”

Ten Year Water Supply Facilities Work Plan January 15, 2020

Ten Year Water Supply Facilities Work Plan

**Fort Pierce Utilities Authority
City of Fort Pierce
St. Lucie County
Florida**

January 15, 2020

Table of Contents

- I. Introduction
- II. Water Supply and Facilities Information
 - A. Service Area
 - B. Water Supply Facility
 - C. Raw Water Wells
 - D. Water Use Permit
- III. Projected Demands
- IV. Conservation Rate Structure
- V. Reclaimed Water
- VI. Capital Improvement Plan

Tables

- 1. FPUA Historical Water Demands
- 2. FPUA Water Demand Forecast
- 3. Five Year Capital Improvement Plan

Figures

- 1. FPUA Water Annual Average Day Flow

Appendices

- 1. Zoning Map
- 2. Service Area & Water System Map

I. Introduction

In anticipation of rapid population growth, increasing water demand and the potential threat of inadequate water supplies to both the economy and the environment, the Legislature amended the Florida Water Resources Act (Chapter 373, Florida Statutes) in 1997. The amendments require the water management districts to initiate regional water supply planning in all areas of the state where anticipated sources of water were deemed inadequate to meet the projected water demands for 2020.

The water supply plans include a list of water source options, which have been identified to meet anticipated demands while sustaining water resources and related natural systems. The South Florida Water Management District Board approved the 2006 Upper East Coast Water Supply Amendment (WSA) of July 12, 2006. Local governments are required to adopt their Comprehensive Plan Amendments in conformance with the District WSA by January 1, 2008.

The 2002 Legislature expanded the local government comprehensive plan requirements to strengthen coordination of water supply planning and local land use planning. One of the most significant new requirements is a 10-year Water Supply Facilities Work Plan. The work plan must, at a minimum:

1. Project the local government's needs for at least a 10-year period;
2. Identify and prioritize the water supply facilities and sources of water that will be needed to meet those needs; and
3. Include in the local government's Five Year Schedule of Capital Improvements the capital improvements identified as needed for the first five years, including financially feasible revenue sources. A current five-year schedule must be maintained and updated annually.

In addition the following supporting data and analysis is to be provided to document the utility's water needs and its plan to meet the identified needs:

1. Description of the existing potable water facilities including the design capacity of the production and treatment facilities, the current demand, the geographic area served, relevant consumptive use permit conditions and conservation and reuse practices.
2. Maps of the major water supply facilities and transmission mains.
3. A water supply service area map.

The following report was provided to the City of Fort Pierce, Planning and Development Department by the Fort Pierce Utilities Authority for inclusion in the City of Fort Pierce's Comprehensive Plan in conformance with the requirements described above.

II. Water Supply and Facilities Information

A. Service Area

The FPUA provides potable water to the incorporated section for the City of Fort Pierce (City) and the surrounding areas of unincorporated St Lucie County, including South Hutchinson Island to the Martin County line. The FPUA also provides bulk water to North Hutchinson Island, northern St. Lucie County, and western St. Lucie County. The FPUA currently serves approximately 17,500 water accounts within the FPUA's service area (excluding bulk customers) with a service area of approximately 61 square miles.

As indicated in the FPUA Water & Wastewater Master Plan dated September 2006 and prepared by LBFH, Inc., most of the land inside the City limits is currently zoned and being utilized for residential purposes with the majority specifically zoned as medium density residential. The FPUA's Retail Service Area Boundary was established in the Bulk Water/Wastewater Agreement with St. Lucie County, which also provides for bulk sales of FPUA water and wastewater services to St. Lucie County's retail customers. The predominate medium residential zoning is generally concentrated south of Orange Avenue and north of Midway Road between US 1 and Indian River Drive. The second highest land use category is general commercial. The general commercial zoned areas tend to follow the City's main access roads (i.e. Okeechobee Road, Orange Avenue, and US 1). The vacant land inside the City limits constitutes approximately 16.7% of the total area. Approximately 28% of the area between the City limits and the Retail Service Area Boundary is currently vacant.

In the area between the City limits and the FPUA's Retail Service Area Boundary most of the land is currently zoned as "Agriculture, Residential", "Agricultural", or "Industrial, Light". Agricultural Residential is the largest of the three zoning categories. Based on future land use, the largest category is "Residential" closely followed by "Non-Agricultural Acreage". Areas of Residential lands are located throughout the area between the City limits and the FPUA Retail Service Area Boundary. Large Non-Agricultural Acreage areas are located north and west of the City limits but the largest tracts are concentrated in the northwest corner of the Retail Service Area.

B. Water Supply Facility

The Henry A. Gahn Water Treatment Facility (WTF) treats and supplies potable water to the FPUA service area. The WTF site contains two water treatment plants (WTP's) with two separate treatment processes. The original treatment plant utilizes a lime softening/dual media filtration process which is supplied from a surficial aquifer source. At times Floridan Aquifer water is blended with the shallow surficial wells for treatment in the lime softening WTP. The newer plant constructed in December 2002 uses a reverse osmosis (RO) process to treat water from the Floridan Aquifer.

Treated water from the lime softening and RO WTP's is pumped to three on-site ground storage tanks (GST's). The storage tanks feed four high service pumps (HSP's) that supply the distribution system. There are three re-pump stations located with in the distribution system.

The three ground storage tanks (GST's) at the Henry A. Gahn WTF have capacities of 1.0, 1.5, and 3.0 million gallons (MG) and were constructed in 1959, 1983, and 2000 respectively. The GST's provide water to the main high service pumps as well as the on-site pump station on 25th Street. The two older GST's are reportedly in good condition following rehabilitation in 1999 and follow-up tank inspections performed in 2013.

There are three additional storage tanks at the Jaycee Park, South Hutchinson Island, and Savannah Road re-pump stations. These tanks have capacities of 1.0, 1.0, and 1.5 MG respectively. The January 2007 Capacity Analysis Report (CAR) prepared by Global Tech for FPUA's Henry A. Gahn Water Treatment Facility indicates that no additional expansion plans for the treatment facilities are currently required. In May 2018, FPUA rerated the permitted capacity of the Henry A. Gahn Water Treatment Facility from 18.99 MGD to 23.32 MGD under Permit Number 0081062-398-WC. This sets the permitted capacity of the Lime Softening Water Treatment Process to 12.99 MGD that is to remain the same and the Reverse Osmosis Water Treatment Plant Process firm maximum capacity increases from 6.0 MGD to 10.33 MGD. The current FDEP permitted capacity is more than adequate to meet the demand growth projected over the next 10 years.

C. Raw Water Wells

FPUA currently owns and operates a total of 47 groundwater wells, including 36 wells that draw water from the surficial aquifer and 11 wells that draw water from the Floridan Aquifer. The 36 surficial wells are dedicated to the lime softening WTP along with one Floridan Aquifer well. Eight of the Floridan Aquifer wells normally provide water to the RO WTP. One Florida well is dedicated to the lime softening WTP and two of the Floridan wells could also be routed to the lime softening WTP is needed. FPUA has a continuing program to rehabilitate and improve its existing aquifer wells.

D. Water Use Permit

The South Florida Water Management District (SFWMD) issued Water Use Permit 56-00085W to the FPUA on July 11, 2007. The permit grants the FPUA an annual allocation of 7713 MG of which up to 2920 MG can come from the Surficial Aquifer with the remaining 4,793 MG to be supplied from the Floridan aquifer. Monthly restrictions on the surficial and Floridan aquifer systems are 243.20 MG and 467.98 MG, respectively. This permit expires in 2027.

III. Projected Water Demands

Fort Pierce is located in an area that has experienced a fast-paced growth rate that has recently slowed due to the impact of two hurricane strikes in recent years and a general economic slow down in the national residential construction market. The 2006 Water and Wastewater System Master Plan used a methodology for determining the future water demands that included the utilization of information on potential development activity within the FPUA Retail Service Area and a geographic information systems (GIS) analysis of land use and build able lands within the Retail Service Area.

In addition to the provision of water supply to its own service area FPUA provides water to the St. Lucie County Utilities Department (SLCUD) distribution network. Based on SLCUD's current plan it is anticipated that water will be provided to its North Hutchinson Island and Indian River Estates indefinitely. Demand growth in other areas of the County which receive bulk service from FPUA will be served through existing and new master meters serving the Northern District and the Western District.

Table 1

Fort Pierce Utilities Authority Historical Water Demands

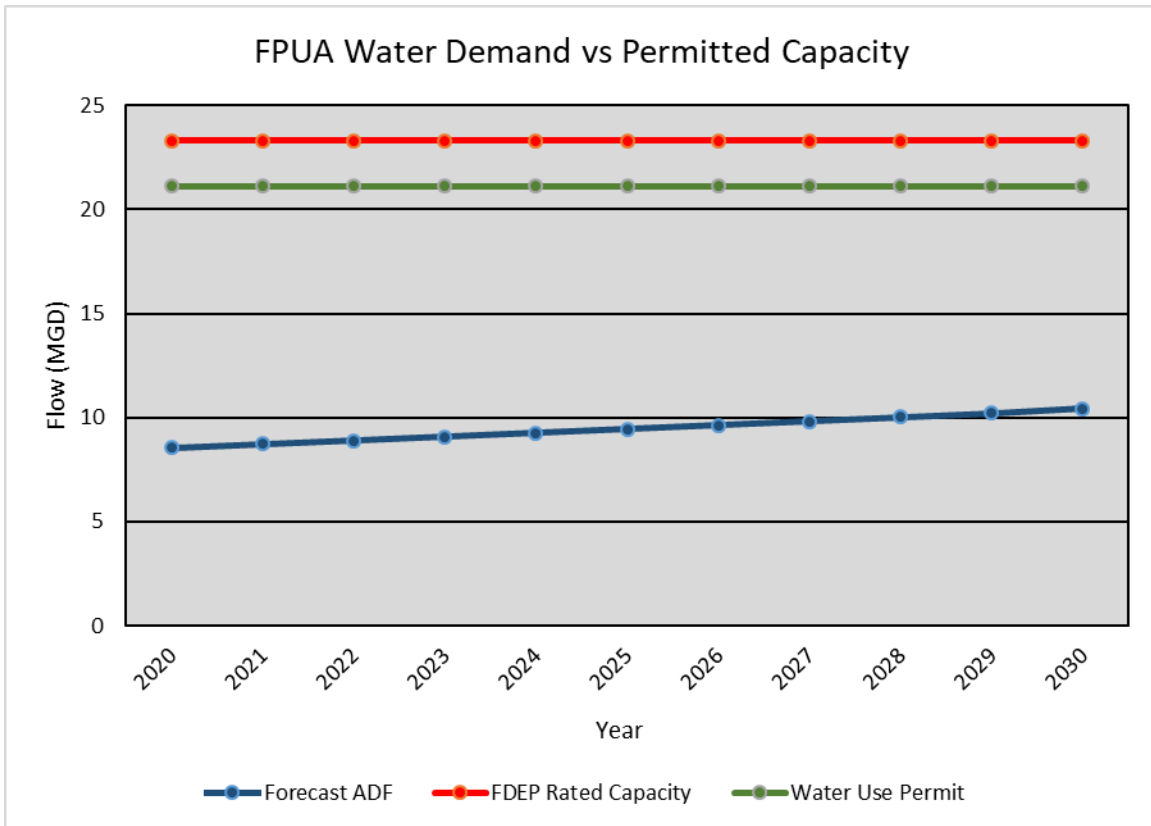
<u>Year</u>	<u>Annual Average Day Flow (mgd)</u>
2010	7.93
2011	8.05
2012	8.12
2013	7.50
2014	7.49
2015	7.54
2016	7.85
2017	8.27
2018	8.79
2019	8.39

Table 2

**Fort Pierce Utilities Authority Forecast Water Demands
From SFWMD Water Use Permit (per capita demand 151 gpd)**

<u>Year</u>	<u>Service Population</u>	<u>Demand (mgd)</u>
2020	56,674	8.55
2021	57,807	8.72
2022	58,963	8.90
2023	60,142	9.08
2024	61,345	9.26
2025	62,572	9.44
2026	63,823	9.63
2027	65,099	9.82
2028	66,401	10.02
2029	67,729	10.22
2030	69,084	10.43

Figure 1



IV. Conservation Rate Structure

The current FPUA water rate structure is a multi-tier conservation rate structure which increases the unit cost as consumption levels increase this rate applies to both residential and commercial customers. The current monthly water usage rate is shown below:

<u>Water Usage</u>	<u>Charge per 1,000 gallons</u>
1-3,000 gallons	\$11.25 flat rate up to 3,000 gals.
3,001 to 10,000 gallons	\$3.75
10,001 to 15,000 gallons	\$4.69
Over 15,000 gallons	\$5.62

As an enhanced conservation measure irrigation customer using in excess of 15,000 gallons per month will be charged \$7.93 per 1000 gallons.

V. Reclaimed Water

FPUA has no existing Reclaimed Water. Reclaimed water will be available when the Mainland Water Reclamation Facility (MWRf) is constructed.

FPUA has entered into an agreement with Florida Municipal Power Agency (FMPA) to provide reclaimed water for use in their cooling towers at their Treasure Coast Energy Center (TCEC). This agreement was executed in October 2005 between FMPA and FPUA. It binds FPUA to guarantee to reserve reclaimed water in the amount of 2.9 mgd for TCEC Unit 1. Under the agreement FMPA will periodically evaluate its reclaimed water needs and notify FPUA of changes in the required quantity of reclaimed water it will need to operate TCEC Unit 1.

The provisions of the agreement between FMPA and FPUA may limit FPUA's ability to enter into additional agreements to provide reclaimed water to other users should FPUA be required to provide the up to 11.6 MGD of reclaimed water capacity FMPA is authorized to reserve and utilize for its future TCEC Units 2, 3 and 4.

FPUA has investigated potential future reclaimed water users at locations that could become large reuse sites within an approximate two mile radius of the MWRf. Sites were identified and owners of the properties contacted to gauge the interest in the use of reuse water. At this time, with the exception of the St. Lucie County Landfill, none of the owners contacted indicated an interest or need for provision of reclaimed water service.

St. Lucie County is planning on constructing a plasma-arc gasification facility at their landfill. The facility was contacted as part of this study and personnel indicated that the water requirements for the facility were still being defined. FPUA will continue to monitor the progress of this project and inquire if it can enter into a reuse supplier agreement with the County for water needed for the new plasma-arc facility.

VI. Capital Improvement Plan

The FPUA prepares an annual capital budget which is reviewed and approved by its Board and the City of Fort Pierce City Commission. As a part of the annual budget preparation process the FPUA updates its Five Year Capital Improvement Plan. Projects included in the plan include both capital improvements which add new system capacity and replacement & rehabilitation (R&R) projects which replace components of the system which are approaching the end of their useful life. A significant portion of new water transmission capacity is constructed by developers and dedicated to FPUA as a part of the development process or through upsizing of existing water mains during the construction of roadway projects as part of City, County or State roadway projects.

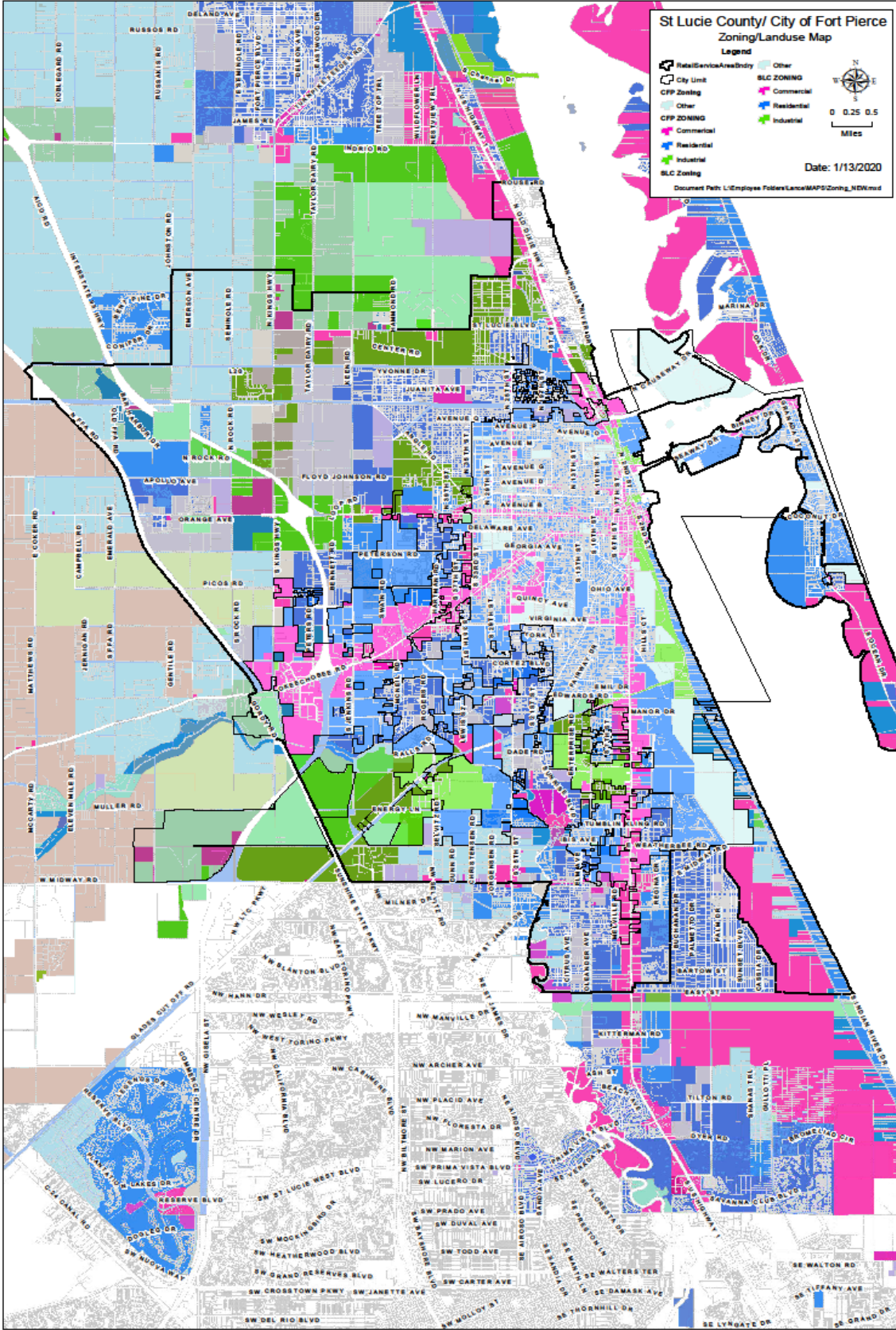
Major plant capital projects include: the ongoing replacement and upgrading of existing surficial wells, the addition of a back up deep injection well for disposal of RO brine

concentrate, the addition of emergency power generators for the Floridan wellfield and the construction of additional emergency power capacity for the RO plant.

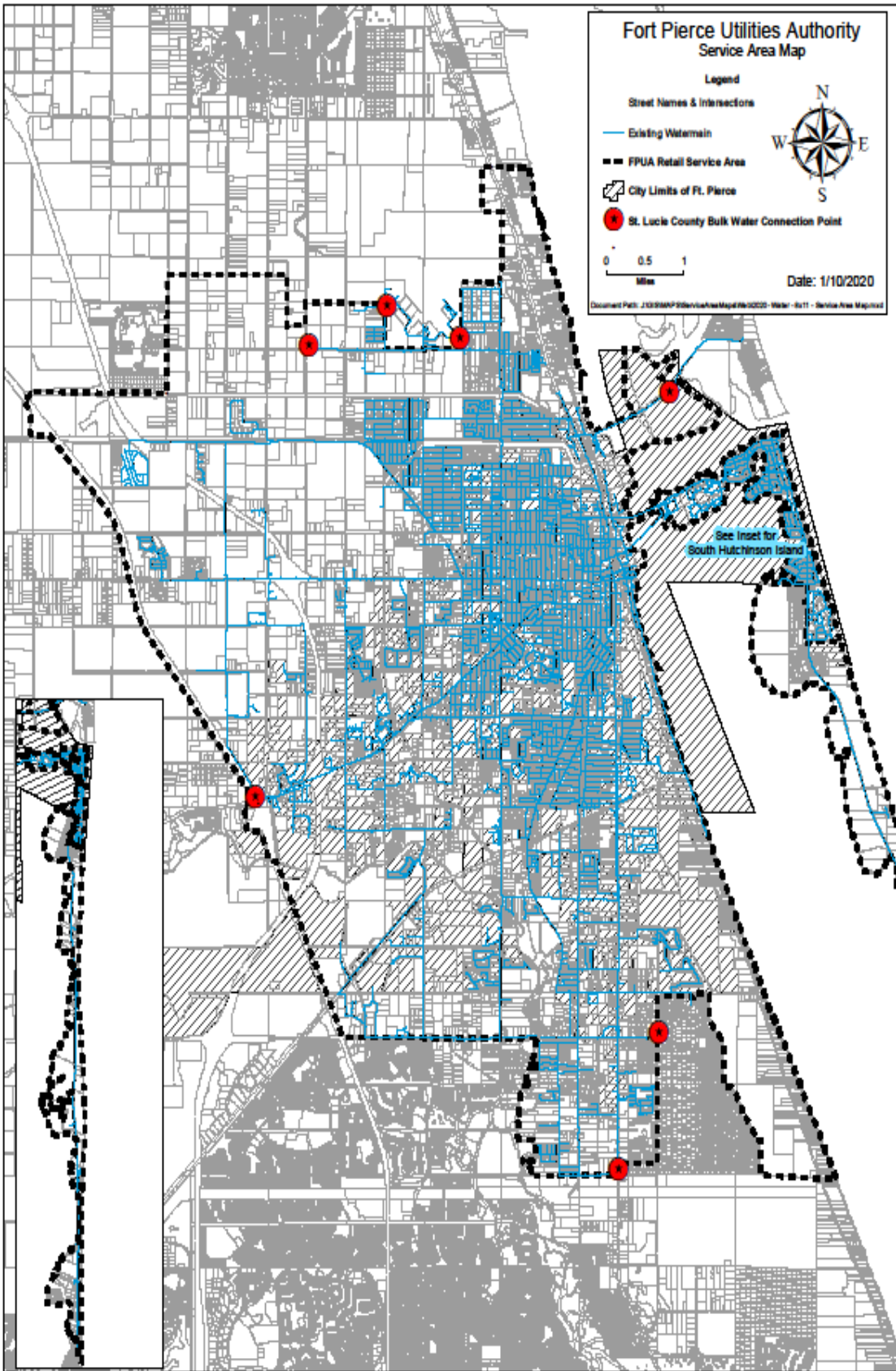
Table 3
FPUA Five Year Water Capital Improvement Program FY 2020 to FY 2024

Project Title	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	5-Year Total
Surficial Well Replacement	435,000	440,000	445,000	450,000	455,000	2,225,000
Fire Hydrant New Installations	12,360	12,731	13,113	13,506	13,911	65,621
New Construction-Mains	43,360	45,311	47,350	49,481	51,708	237,210
New Construction-Customer	50,000	50,000	50,000	50,000	50,000	250,000
Rehab & Replacement WM	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Governmental & Other	110,000	110,000	110,000	110,000	110,000	550,000
Water Main Looping	110,000	110,000	110,000	110,000	110,000	550,000
City Roadway Project	300,000	300,000	300,000	300,000	300,000	1,500,000
S.L.C. Roadway Projects	100,000	100,000	100,000	100,000	100,000	500,000
Kings Hwy-Okee Rd to Orange Ave	400,000					400,000
Mura MSBU	450,000					450,000
Miscellaneous MSBU	350,000	350,000	350,000	350,000	350,000	1,750,000
RO Upgrades/Electric Upgrades	315,000					315,000
Floridan Well Field Generator	500,000					500,000
Subaqueous Mains Stabilization	160,000	160,000	160,000	160,000	160,000	800,000
Customer Base Expansion	525,000	525,000	525,000	525,000		2,100,000

Appendix 1
Zoning Map



Appendix 2
Service Area and Water System Map





THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida



PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Comprehensive Plan Amendment for 2020 Water Supply Plan Update

NOTICES PROVIDED PURSUANT TO: Sections 163.3184 & 163.3191 F.S.

NOTICE BY NEWSPAPER: 12-20-20

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Rebeca A. Guerra

TITLE: Assistant Planning Director

SIGNATURE:

DATE: 12/21/2020

Timestamp

12/16/2020 10:41:03 (CST)

Final Pub Date

12/20/2020 0:00:00 (CST)

Ad Number

GCI0548579

Publication

St. Lucie News Tribune

Market

Treasure Coast

Delivery Method

Email

Number of Affidavits Needed

1

Customer Name

City of Fort Pierce

Customer Phone Number

772.467.3065

Customer Address

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

Account Number (If Known)

1330833

Customer Email

lcox@cityoffortpierce.com

Your Name

Natalie Herbertz

Email Address

nherbertz@localiq.com

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

**CITY OF FORT PIERCE
100 NORTH US 1
FORT PIERCE, FL 34950
ATTN**

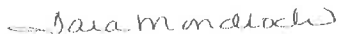
STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

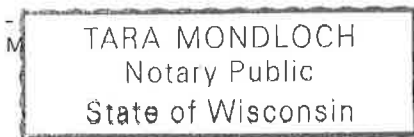
12/20/2020



Subscribed and sworn to before on 20th of December, 2020



Notary, State of WI, County of Brown



My commission expires: August 6, 2021

Publication Cost: \$315.00
Ad No: GCI0548579
Customer No: 1330833
PO#: PUBLIC NOTICE

CITY OF FORT PIERCE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to Sections 163.3184 & 163.3191 F.S., the City Commission, of the City of Fort Pierce will on Monday, January 4, 2021, hold a public hearing for the first reading of the enactment of a proposed ordinance at 6:00 P.M., in the City Hall Commission Chambers, 100 N. U.S. 1, Fort Pierce, Florida.

ORDINANCE NO. 21-001 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE CITY OF FORT PIERCE COMPREHENSIVE PLAN BY AMENDING THE INFRASTRUCTURE ELEMENT IN ORDER TO MEET UPDATED STATUTORY REQUIREMENTS RELATED TO THE COORDINATION OF LAND USE AND WATER SUPPLY PLANNING; TO ADOPT THE WATER SUPPLY FACILITIES WORK PLAN BY REFERENCE; AND TO MAINTAIN INTERNAL CONSISTENCY OF AND WITHIN THE COMPREHENSIVE PLAN; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the application. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 12/20/2020

City Commission Regular Meeting - 6:00 pm

13. a.

Meeting Date: 01/04/2021

Re: Mayor Pro Tem

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Selection of Mayor Pro Tem pursuant to Section 23 of the City Charter which requires the City Commissioners to select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.

SUMMARY:

The individual elected shall act as mayor-commissioner and have all of the powers and duties of that office during the absence or disability of the said mayor-commissioner. The following have served as Mayor Pro Tem:

2020 - Commissioner Perona

2019 - Commissioner Alexander

2018 - Commissioner J. Johnson

2017 - Commissioner Sessions

2016 - Commissioner Perona

RECOMMENDATION:

Using the traditional rotation, Commissioner Curtis Johnson, Jr. would be next in line to serve as Mayor Pro Tem.

ALTERNATIVES:

Select another commissioner.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Form Review

Form Started By: Linda Cox

Started On: 12/15/2020 04:55 PM

Final Approval Date: 12/15/2020

City Commission Regular Meeting - 6:00 pm

13. b.

Meeting Date: 01/04/2021

Re: 2607 Avenue D - Demolition Update

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Update on the demolition of 2607 Avenue D - Continued from October 5, 2020 as Resolution No. 20-R12

SUMMARY:

At the demolition hearing held on February 18, 2020, the City Commission continued this matter to allow the owner to move forward with plans for rehabilitation of the structure. Staff will present an update regarding the status.

RECOMMENDATION:

Continue the matter for an additional ninety (90) days.

ALTERNATIVES:

Reschedule the hearing for a date less than ninety (90) days.
Reschedule the hearing for a date more than ninety (90) days.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Ms. Norma Eradiri, Property Owner
Shaun Coss, Building Department Coordinator

Fiscal Impact

OTHER INFORMATION:

None

Form Review

Form Started By: Linda Cox
Final Approval Date: 10/06/2020

Started On: 10/06/2020 04:50 PM

City Commission Regular Meeting - 6:00 pm

13. c.

Meeting Date: 01/04/2021

Re:

SUBJECT:

Submittal of applications to serve on the Police Officers Retirement Fund Board of Trustees.

SUMMARY:

You must be a city resident to be eligible to serve. Mr. Carlos Diaz had to resign from this board as they moved out of the area. Financial Disclosure is required to serve on this board.

RECOMMENDATION:

Consider the applications submitted.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Attachments

Amandro, Frank

Azari, Robert

Clasby, James

Hayek, Charles

Korbey, Mitchell

Santos, Johneric

Wolf, Ron

Form Review

Form Started By: Linda Cox

Started On: 12/03/2020 10:53 AM

Final Approval Date: 12/03/2020



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Police Officers Retirement Fund Board of Trustees

Name of Board or Boards for which you are applying: _____

Name: Frank J. Amandro	Phone: [REDACTED]
Home Address: [REDACTED] Fort Pierce, 34947 City/Zip Code: [REDACTED]	How long at this address? 13
Are you a citizen of the United States? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Occupation: Assistant Public Safety Director, St. Lucie County BOCC	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): A Masters Degree in Public Administration, 25 years as a public servant as a member of the City of Fort Pierce Police Department (retired 2019), 5 plus years as a board member on the Police Supplemental 185 Pension Plan, father of two wonderful children, and active member of our community.	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Brian Avilla	Applicant Email Address: amandrofrank@gmail.com
Date: 12/17/2020	Applicant's Signature:

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Frank J. Amandro

Objective

I am a highly accomplished and motivated law enforcement executive with a Master's Degree in Criminal Justice Administration. I have twenty-five years of exemplary supervisory, management, administrative, and leadership experience with the City of Fort Pierce and the Fort Pierce Police Department. Eighteen of these years of experience is in an executive staff position.

Professional Development

Florida Department of Law Enforcement – Contemporary Issues for LE Executive (2007)
Federal Bureau of Investigation – National Academy 221st Session (2005)
Federal Bureau of Investigation – Florida Executive Development Seminar (2004)

Professional Experience

2019— Present

Assistant Director, Public Safety Department

St. Lucie County Board of County Commissioners

- Management and administration of the Public Safety Department: Emergency Management Division, Radiological Division, 911 Communications Division, Animal Safety Division, Marine Safety Division, and the 800 MHz Radio System.
- Participate in the development and administration of the department's budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments and appropriate and necessary.
- Organization and facilitation of department, divisional, and community meetings, including public speaking engagements and presentations.
- Served as liaison between department and community leaders, governmental officials, and first responder agencies throughout the Treasure Coast.

2012 — 2019

Deputy Chief

Community Policing Bureau

- Management and administration of Patrol Division, Fiscal Management Division, Records Division, Information Technology Department, Grants, Armory, Fleet, and assisted the Public Information Officer.
- Participate in the development and administration of the department's budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments and appropriate and necessary

- Organization and facilitation of department, divisional, and community meetings, training events, including public speaking engagements and presentations
- Served as liaison between department and community leaders, business organizations, government officials, other law enforcement agencies and other city departments.
- Participate and coordinate in the development and implementation of goals, objectives, policies and priorities for assigned programs: recommend and administer policies and procedures.
- Monitor and evaluate the efficiency and effectiveness service for assigned programs; recommend appropriate service and staffing levels.
- Coordinate, organize, and schedule assigned personnel and other resources to achieve departmental goals; assign work activities, projects and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
- Provide staff assistance to the Chief of Police; participate in a variety of boards, commissions, and committees; prepared and presented staff reports and other necessary correspondence.
- Member of the City of Fort Pierce’s Contract Negotiation Team, representing the Chief of Police while negotiating three annual contracts: Treasure Coast Police Benevolent Association, Lieutenants and Sergeants Unit; International Union of Police Association, Police Officers Unit, and the Local Teamsters Unit.
- Member of the Police Supplemental 185 Pension Plan.
- Emergency Management Director for the City of Fort Pierce.

2006 — 2012

Captain

Administrative Services Bureau

- Management and administration of Fiscal Management Division, Records Division, Information Technology Department, Grants, Training and Recruiting, Armory, Fleet, Animal Control, Evidence, K-9 Unit, and Public Records Requests.
- Emergency Management Director for the City of Fort Pierce.

1999 — 2006

Lieutenant

Neighborhood Policing Bureau: Patrol Commander (2004 – 2006)

- Management and administration of patrol division, community policing, crime prevention, juvenile intervention, animal control, and traffic enforcement program and activities
- Back-up Public Information Officer
- Assistant Emergency Management Director

Crime Suppression Unit: Commander (2002-2004)

- Development, management, and administration of street crimes, covert, and narcotics investigations.

- Preparation, management, and administration of the Gang Reduction and Abatement Program, Weed & Seed Initiative, and Project Safe Neighborhoods Grant.

Community Response Division: Commander (2001-2002)

- Management and administrative of community policing, crime prevention, juvenile intervention, animal control, and traffic enforcement programs and activities.
- Coordination of law enforcement services for special events.

Investigative Services Bureau: Executive Officer (2001)

- Management and administration of criminal investigations, special operations, crime scene investigations and investigative/victim assistance programs and activities.
- Developed and implemented the Gang Reduction and Abatement Program, a federally funded grant and its \$95,000 annual budget, developing a strategic plan to reduce the persistent gang problem throughout the city.

Office of Professional Standards (1999-2001)

- Created and managed the transition from an internal administration division, a one member unit to a multi-faceted Office of Professional Standards to include Accreditation, Training and Recruiting.
- Management and administration of random drug testing/screening, investigation of personnel complaints, conducted staff inspections and audits of various operations within the entire agency, as well as Accreditation, Training, Recruiting and the Armory.

1997— 1999

Sergeant

- General assignment: supervisory responsibility for shift personnel and activities, including scheduling, evaluation, critical incident management, personnel complaint investigation and field supervision.

1997

Detective

- General assignment: management and investigation of criminal investigations ranging from theft or homicide investigations.

1994 - 1997

Police Officer

- General assignment: patrol duties including enforcement, prevention, report writing, evidence collection, and providing court testimony

Skills and Accomplishments

2011 – 2014

Adjunct Professor

2006 – 2018

Emergency Management Director

Education

August 2003— May 2005 Lynn University Boca Raton, Florida

Masters of Science Degree: Public Administration

January 1985— June 1989 St. John's University Jamaica Queens, New York

Bachelor of Fine Arts: Graphic Design

Professional and Community Memberships

Florida Police Chief Association, Member
Federal Bureau of Investigation National Academy – Florida Chapter, Member
Treasure Coast Chiefs of Police and Sheriffs Association, Member
St. Lucie Chamber of Commerce, Fort Pierce Area Council, Member
Florida Department of Emergency Preparation, Member



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Police Officers Retirement Fund Board of Trustees

Name of Board or Boards for which you are applying: _____

Name: Robert Azari		Phone: 828-226-4398	
Home Address: 1710 Rio Vista Dr, Fort Pierce 34949		How long at this address? 4 1/2 years	
City/Zip Code:			
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Occupation: Retired actuary and CPA			
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:			
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?			
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:			
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Pension plan consulting actuary (13 years), insurance actuary and accounting (15 years), accounting for real estate developer and utility (3 yr), Fellow Society of Actuaries, Associate Casualty Actuarial Society, Volunteer for Retirement Plan Investment Risk Mgmt. Exam			
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:			
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:			
Referred by: N/A		Applicant Email Address: robertazari@gmail.com	
Date: 12/16/2020	Applicant's Signature		

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@cityoffortpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Officers Retirement Fund Board of Trustees

Name: James Clasby		Phone: 772-971-1090
Home Address: 355 S Ocean Drive Apt 101 Fort Pierce, FL 34949 City/Zip Code:		How long at this address? 2
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Project Manager		
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:		
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?		
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:		
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): See Attached Resume.		
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by: Self		Applicant Email Address: JamesClasby@gmail.com
Date: 12/2/20	Applicant's Signature James Clasby	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

James D. Clasby Jr.

772-971-1090 | JamesClasby@gmail.com

EDUCATION

M.P.A. | Fall 2015 | Florida Atlantic University

Major: Public Administration & Graduate Certificate: Public Procurement

Related coursework: Regulation, Urban Design, Project Management, Policy Evaluation, Organization & Administrative Behavior, Applied Research Methods, Public Policy Administration, Public Budgeting, Public Sector Contract Formulation, Labor Relations, etc.

B.A. | Fall 2012 | Florida Atlantic University

Major: Political Science | Minor: Public Administration

Related coursework: Planning and Growth Management, Urban Politics, State & Local Government Admin, Public Budget & Finance, Race and Ethnicity in Politics, Emergency, Disaster Management, etc.

WORK EXPERIENCE

CRA Project Manager | Martin County | May 2019 – Present

Responsible for the creation, administration, review, inspection, supervision, and coordination of all aspects of CRA projects and initiatives. Administers contracts; develops the scope of work or capital projects and community led initiatives. Coordinates the review of site plans, public hearing applications including conditional use applications, alternative compliance requests, re-zonings, building permits, and zoning verifications. Coordinates and processes CRA code amendments. Interprets laws, rules, and regulations within the CRA. Provides professional and technical review for Neighborhood Advisory Committees, the CRA Board, and the Board of County Commissioners.

Development Project Manager | Redtail Design Group | November 2018 – May 2019

Lead the planning, design, due diligence, entitlement and delivery of land development projects for private sector clients. Coordinate with investors, attorneys, government agencies, engineers, architects, and marketing teams from land acquisition to project closeout to ensure the success of all projects.

Facilities Project Manager | St. Lucie County BOCC | August 2016 – November 2018

Direct all phases of construction for major capital projects including: initiation, planning, execution, closing, and maintenance. Act as a liaison between field operations, internal County Departments, external consultants and contractors. Coordinate construction management activities and advise departments on various projects. Define project scopes and objectives with input from all relevant stakeholders. Provide timely project updates to County Administration and stakeholders. Coordinate and administer internal construction crews and external contractors. Ensure projects are delivered on time, within the scope, and within the budget. Responsible for keeping project schedules, contracts, and specification documents up to date. Assist contractors in the development review process and help expedite permits and inspections. Responsible for reviewing construction documents and completed work to ensure compliance with established contracts and scopes of work. Present items to the Board of County Commissioners as necessary. Represent the county in the Treasure Coast Builders Association.

Construction Project Manager | K Gordon Construction | December 2013 – October 2017

Identify and obtain all permits, waivers, variances, utilities, and zoning requirements that will be required to complete the project. Perform a comprehensive review of all construction drawings to ensure compliance with all applicable codes and regulations to expedite the plan review process. Monitor all

applications throughout the plan review process and submit revisions as necessary to gain approval for construction.

Estimate the cost of various projects based on industry knowledge and current market conditions. Create complete construction budgets for renovations and single-family homes. Generate individual scopes of work for each vendor involved in the project. Award contracts to the most appropriate vendors. Lead bi-weekly company meetings to keep sales staff, construction superintendents, estimators, office staff, and designers up to date on the status of individual projects. Represent the company at local Treasure Coast Builders Association events. Attend Florida Legislative Session with the Florida Association of Home Builders to inform state lawmakers about the status of the building industry and how specific legislation will affect it. Attend National Association of Home Builder government affairs committee meetings to stay informed about national trends relating to the building industry.

Deputy Tax Collector | St. Lucie County Tax Collector | August 2013 – January 2014

Assisted staff with research into title, license, and registration questions. Provided support to a diverse citizenry in person and over the phone regarding licenses, tax statements, document requirements, methods of payment, and general tax office related questions.

Construction Superintendent | Don Willems Builder | August 2008 – August 2013

Worked on job sites involving renovations, repairs, additions, and new construction for residential and commercial buildings. Job duties included framing interior and exterior walls, forming and pouring footers and slabs, hanging and finishing drywall, painting, and roofing,

MEMBERSHIPS

Bicycle & Pedestrian Committee Member, SLC Transportation Planning Organization, Chairman, 2016-2018

Planning and Zoning Commissioner, St. Lucie County, Vice Chairman, Appointed At-Large 2014-2018

FHBA Member, Florida Home Builders Association Government Affairs, 2013 -

Citizen's Budget Committee Member, St. Lucie County, Appointed in 2011; Reappointed in 2013, and 2015



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Police Officers Retirement Fund Board of Trustees

Name of Board or Boards for which you are applying: _____

Name: Charles Hayek	Phone: 772-828-1080
Home Address: 1111 Fernandina St. Fort Pierce, 34949 City/Zip Code:	How long at this address? 6 yrs
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: General Contractor	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: General Contractor	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: Hayek Construction 1111 Fernandina St. Fort Pierce, FL 34949	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Univ. of Florida BSBA Finance major, 1969 Fla. International Univ. Master of Science, Management, 1973 State General Contractor-47 years	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Historic Preservation, Board of Adjustment, Police Advisory Committee	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: cchawk77@aol.com
Date: 12/4/20	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
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CITY OF FORT PIERCE

100 NORTH US HWY 1
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(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: POLICE OFFICERS PENSION FUND

Name: <u>MITCHELL KORBAY</u>	Phone: <u>802-345-2183</u>
Home Address: <u>400 SOUTHSTAR DR</u> City/Zip Code: <u>FT. PIERCE, FL. 34949</u>	How long at this address? <u>17 YRS.</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>RETIRED</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): <u>• MASTERS DEGREE BUSINESS ADMIN. (MBA)</u> <u>• 30 YEARS AS OWNER/MANAGER RETAIL ELECTRICAL COMPANY WITH 5 LOCATIONS</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by: <u>N/A</u>	Applicant Email Address: <u>mkorbey@gmail.com</u>
Date: <u>12/09/20</u>	Applicant's Signature: <u>M. Korbey</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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CITY OF FORT PIERCE

100 NORTH US HWY 1
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(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: POLICE OFFICERS RETIREMENT FUND

Name: <u>JOHNERIC SANTOS SOLIVAN</u>	Phone: <u>787-634-1177</u>
Home Address: <u>4206 ABERFOYLE AVE.</u> City/Zip Code: <u>FORT PIERCE FL 34947</u>	How long at this address? <u>1 1/2 YEARS</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>MILITARY / U.S COAST GUARD</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): <u>SEE RESUME</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by:	Applicant Email Address: <u>johnnericsantos1981@gmail.com</u>
Date: <u>09 DEC 2020</u>	Applicant's Signature:

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Johnerio Santos

4206 Aberfoyle Avenue
Fort Pierce Florida 34947
(787) 634-1177

E-mail: Johnericsantos1981@gmail.com

OBJECTIVE Professionally participate and become part of a company that maximize my knowledge, experience, contacts and abilities in order to grow professionally within the company field.

EDUCATION M.B. A Finance, 4.00 GPA – Suma Cum Laude
Metropolitan University of Puerto Rico. 2017
B.A Criminal Justice, 3.83 GPA – Magna Cum Laude
Metropolitan University of Puerto Rico.

WORK EXPERIENCE United States Department of Homeland Security 2003 - present
Chief Petty Officer, United States Coast Guard (E-7)

Naval engineering and electrical control of machinery on board Cutters. Search and rescue operations. Law enforcement. Linguistic Officer (English – Spanish). Prepare and conduct training. Supervise engineering department. Prepare, monitor and ensure compliance of the department budget and contracted work. Microsoft (Windows XP, Office Word, Excel, Access, PowerPoint, Outlook, internet explorer among others).
2017-Linguistic translator: Department of defense foreign language proficiency test (Spanish)
2006 – Secret clearance (valid)
2005 – Boarding Officer training (PQS)
2004 – Electrical engineering training
2003 – U.S Coast Guard basic training

SKILLS Proficient on Spanish and English language, oral and written, energetic, motivator, team player, persistent, available for relocations upon request.

BASIC COMPETENCIES Excellent interpersonal relations - Ability to write clear and concise; and to communicate effectively thru conversation in different languages.
Up to date on technology innovations- proficient on computer applications including internet, word and other data collection programs used by the Federal Government. Planning - Ability to plan and organize my own workload and subordinates, manage conflicts and prioritize tasking in a timely completion

manner. Leadership – creative, good judgement and ability for management and supervision. Teamwork - Excellent interpersonal relations and ability to operate effectively thru the organizational limits. Professionalism – Ability to create consensus among persons with various points of view, ability to voice concerns and difference in opinions to their supervisors. Ability to provide counselling and guidance to other coworkers.

REFERENCES

Available upon request.



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Police Officers Retirement Fund Board of Trustees

Name of Board or Boards for which you are applying: _____

Name: RON WOLF	Phone: 772-678-8450
Home Address: 859 BENT CREEK DR City/Zip Code:	How long at this address? 1 YR
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Boat Captain	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Resume attached	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Frank Crayhofmiller	Applicant Email Address: ron.wolf@att.net
Date: 12/03/2020	Applicant's Signature Ronald Raymond Wolf

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

RONALD RAYMOND WOLF

859 Bent Creek Dr Ft Pierce Florida 34996

772-678-8450 / ron.wolf@att.net

SUMMARY

An organized and enthusiastic self-starter with over twenty years of retail experience in Corporate Training, Regional and Retail Store Management. A proven record of sales achievement, leadership, employee development, team-building, administration and vendor management. Able to teach, train, motivate, inspire and lead individuals and teams to significant accomplishment.

PROFESSIONAL EXPERIENCE

GUITAR CENTER, INC., Westlake Village, CA

1980-2008

Retail Leadership Trainer, Nationwide (2008)

- Conducted instructor-led classroom "Train-the Trainer" sessions for Assistant Managers at selected locations across the U.S.
- Developed all learning content and materials for training sessions including product knowledge, advanced sales skills and techniques, assessment, general business content and company initiatives.
- Delivered all classroom data results including assessment scores, product sales results, attendance logistics and role-play scenarios.
- Coordinated and coached vendors in development and delivery of product-specific learning content that conveyed vendor market position within Guitar Center's selling strategies.

District Product Specialist, Great Lakes/Upper Midwest Region (2004-2007)

- Supported up to thirty-two retail locations in ten states instructing, training and motivating staffs in sales techniques, product knowledge, customer satisfaction, communication and negotiation.
- Coordinated with store management to assess and offer recommendations for inventory placement, merchandising and product assortment/offering.
- Attended vendor sponsored product training presentations on a quarterly basis to remain current on product features and benefits and maintain positive relationships.

Store Manager, Roseville, MI (2002-2004)

- Managed, directed and led up to thirty associates in commissioned sales and operations responsible for annual sales of \$900K - \$1M per year.
- Hired and trained sales staff to promote sales growth and positive vendor relations.

District Sales Manager, Great Lakes Region (1998-2002)

- Supervised and managed district sales for sixteen stores, with 320 associates representing \$10M in annual sales for the Great Lakes Region.
- Conducted daily, weekly and monthly audits to assess and review store performance.
- Developed and implemented performance reporting tools for corporate management.

Store Manager, Covina, CA (1992-2002)

- Managed, directed and led up to eighteen associates in commissioned sales and operations with average monthly sales of \$500K.
- Earned "Presidents Award" recognized for store turn-around efforts.
- Earned "Founders Award" for exemplifying founding values of Guitar Center.

Sales Associate/Asst. Manager/Sales Manager, Santa Ana, CA (1980-1992)

- Developed product sales strategies and trained employees. Established and monitored sales goals.
- Managed daily store and financial operations responsible for customer support and satisfaction, product merchandising, sales tracking and goals.
- Earned "Salesman of the Year" 1983-1990.

EDUCATION / TRAINING

Graduate, Liberal Arts, Macomb County Community College, Macomb, MI

Leadership Development, Management Coaching, Customer Service, Fred Pryor Seminars

City Commission Regular Meeting - 6:00 pm

13. d.

Meeting Date: 01/04/2021

Re: Resolution No. 21-R01 - setting hearing date for 513 N 18th Street

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Resolution No. 21-R01 determining that the structure located at 513 N 18th Street is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on February 1, 2021.

SUMMARY:

In accordance with the City Code of Ordinances, a hearing shall be scheduled to allow the owners, agents, or any person, firm or corporation having a lien on, or interest in, the building / structure to show cause, if any, why a building / structure should not be condemned and its removal or destruction required.

This Resolution is to set the hearing date only and instruct the City Clerk to notify all interested parties of their right to be heard. No testimony or evidence will be presented at this time.

RECOMMENDATION:

Approve the Resolution to establish the hearing of this matter on February 1, 2021.

ALTERNATIVES:

Select an alternative date.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Google earth photo

Form Review

Inbox

Reviewed By

Date

City Manager Nick Mimms
Form Started By: Peggy Arraiz
Final Approval Date: 12/29/2020

12/29/2020 03:47 PM
Started On: 12/10/2020 11:09 AM

Legend

 513 N 18th St



Google Earth

© 2020 Google



6.74 ft

City Commission Regular Meeting - 6:00 pm

13. e.

Meeting Date: 01/04/2021

Re: BOA Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R02 appointing Darryl Thomas-Bey to the Board of Adjustments as Commissioner C. Johnson's appointee.

SUMMARY:

Each commissioner is to appointment someone to this Board.

RECOMMENDATION:

Adopt Resolution 21-R02.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Curtis Johnson, Jr.

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

21-R02

Darryl Thomas Bey

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 12/30/2020

Reviewed By

Nick Mimms

Date

12/30/2020 11:35 AM

Started On: 12/16/2020 09:34 AM

RESOLUTION NO. 21-R02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT**, PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that Darryl Thomas-Bey be and is hereby appointed by the City Commission to serve as Commissioner Curtis Johnson, Jr.'s appointee to the Board of Adjustment; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of January, 2021.

LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY, ESQ.
CITY ATTORNEY



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Board of Adjustment

Name of Board or Boards for which you are applying: _____

Name: Darryl Thomas - Bey	Phone: (772) 979-6176
Home Address: 1005 Kentucky Avenue City/Zip Code:	How long at this address? 21 yrs.
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Retired Painting Cotractor	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: BlueBird Productions, Inc. Cocert Productions & Promotions	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: BlueBird Productions, Inc. 809 Delaware Ave.	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Cleveland Institute of Music, Max S. Hayes Vocational Training, Former Board Member of FPUA, Former Planning Board Member	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Commissioner Curtis Johns Applicant Email Address: darrylbey@bellsouth.net	
Date: 12/22/20	Applicant's Signature: <i>Darryl Thomas Bey</i>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting - 6:00 pm

13. f.

Meeting Date: 01/04/2021

Re: Parking Committee Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R03 appointing and reappointing representatives to the Parking Committee and adjusting terms to run concurrently with appointing members term.

SUMMARY:

Each commissioner is to appoint one representative.

RECOMMENDATION:

Adopt 21-R03

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor and Commissioners

Fiscal Impact

OTHER INFORMATION:

no fiscal impact.

Attachments

21-R03

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 12/30/2020

Reviewed By

Nick Mimms

Date

12/30/2020 11:36 AM

Started On: 12/16/2020 09:37 AM

RESOLUTION NO. 21-R03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKING COMMITTEE; CORRECTING THE TERMS OF OFFICE**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Parking Committee, which was established via Resolution No. 19-R45; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

<u>Name</u>	<u>Appointed by:</u>
Marvin Grimsley	Rufus Alexander
David Bushea	Curtis Johnson, Jr.
Anton Kreisl	Jeremiah Johnson
Doris Tillman	Tom Perona
Dan Cushman	Linda Hudson

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of January, 2021.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY
CITY ATTORNEY

City Commission Regular Meeting - 6:00 pm

13. g.

Meeting Date: 01/04/2021

Re: Parks Advisory Committee Appts

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R04 appointing and reappointing members to the Parks Advisory Committee and adjusting terms to run concurrently with the appointing members' term.

SUMMARY:

Appointing and reappointing members to the Parks Advisory Committee and adjusting terms to run concurrently with the appointing members' term.

RECOMMENDATION:

Adopt Resolution 21-R04

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor and City Commissioners

Fiscal Impact

OTHER INFORMATION:

no fiscal impact.

Attachments

21-R04

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 12/30/2020

Reviewed By

Nick Mimms

Date

12/30/2020 11:36 AM

Started On: 12/16/2020 09:45 AM

RESOLUTION NO. 21-R04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKS ADVISORY COMMITTEE; CORRECTING THE TERMS;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Parks Advisory Committee, which was established via Resolution No. 19-R37; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

<u>Name</u>	<u>Appointed by:</u>
Patty Reconco	Rufus Alexander
Ionis Jefferson-Knowles	Curtis Johnson, Jr.
Martha Wright	Jeremiah Johnson
Mark Arlington	Tom Perona
Charlene Adair	Linda Hudson

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of January, 2021.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY
CITY ATTORNEY

City Commission Regular Meeting - 6:00 pm

13. h.

Meeting Date: 01/04/2021

Re: Planning Board Appointments

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R05 appointing Harold Albury to the Planning Board as Commissioner Curtis Johnson, Jr.'s representative.

SUMMARY:

Each member is to appoint a representative.

RECOMMENDATION:

Adopt Resolution 21-R05

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Curtis Johnson, Jr.

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

21-R05

Harold Albury

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 12/30/2020

Reviewed By

Nick Mimms

Date

12/30/2020 11:36 AM

Started On: 12/16/2020 10:43 AM

RESOLUTION NO. 21-R05

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

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and is hereby appointed by the City Commission to serve as a member of the City Planning Board; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

Harold Albury - Commissioner Curtis Johnson Jr. Appointee

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of January, 2021.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY, CITY ATTORNEY



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning board

Name: Harold Albury	Phone: 7723235806
Home Address: City/Zip Code: 203 S 31st Street	How long at this address? 2 years
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: Self-employed	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Majored in Architecture, Urban development, land development	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: Curtis Johnson Jr.	Applicant Email Address: Harolda2011@Gmail.com
Date: 12 / 21 / 2020	Applicant's Signature:

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting - 6:00 pm

13. i.

Meeting Date: 01/04/2021

Re: Art & Culture Board Appointments

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R06 appointing members to the Arts and Culture Advisory Board and adjusting the terms to run concurrently with the appointing member.

SUMMARY:

Each Commissioner may appoint a member.

RECOMMENDATION:

Adopt Resolution 21-R06

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor and City Commission

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

21-R06

June-Ann DeGraw

Luke Croghan

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 12/30/2020

Reviewed By

Nick Mimms

Date

12/30/2020 11:36 AM

Started On: 12/16/2020 11:13 AM

RESOLUTION NO. 21-R06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT AND REAPPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Arts and Culture Advisory Board which was established via Resolution No. 17-R22; said terms to commence upon adoption of this resolution and to expire May 17, 2022, or when a successor has been duly appointed:

1. June-Ann DeGraw as Commissioner C. Johnson's appointee to fill the unexpired term of Luke Croghan
2. Luke Croghan as Commissioner J. Johnson's appointee to fill the unexpired term of Jon Neprud

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of January, 2021.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY
CITY ATTORNEY



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Art and Culture

Name of Board or Boards for which you are applying: _____

Name: June-Ann DeGraw	Phone: 772-519-6602
Home Address: 914 Boston Ave City/Zip Code:	How long at this address? 15 years
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: Realtor	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? I sell real estate in Fort Pierce.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): I have been a Licensed Realtor for 31 years. During my life, I have rehab'ed 4 older homes starting with an 1860 historic home in Ohio.	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: Curtis Johnson, Jr	Applicant Email Address: junedegraw@att.net
Date: 12/15/2020	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Arts & Culture Advisory Board

Name: Luke A. Croghan	Phone: 954-294-4616
Home Address: 2025 Jacaranda Drive City/Zip Code: Fort Pierce, FL 34949	How long at this address? 4 Years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Information Technology Consultant	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Please see below: Describe your education, background, training and knowledge in the above area(s): B.A. in Business Management with a concentration in Finance and Economics. Founder and Managing Partner of technology focused consulting firm since April 2000. Extensive experience in Finance, Accounting, Yield Management and Operations.	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: Sunrise Theatre Advisory Board <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by:	Applicant Email Address: lcroghan8@gmail.com
Date: 10/25/2017	Applicant's Signature <i>Luke A. Croghan</i>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting - 6:00 pm

13. j.

Meeting Date: 01/04/2021

Re: PCAC Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R07 Appointing members to the Police Community Advisory Committee and correcting term expiration.

SUMMARY:

The resolution corrects the term of Mr. Gibbons who was originally appointed to fill the unexpired term of Mr. Duhart. It also removes Mr. Edwards for lack of attendance and appoints Quincy Barr, Jr. as Mr. C. Johnson's representative to fill the unexpired term of Mr. Edwards.

RECOMMENDATION:

Adopt Resolution 21-R07

ALTERNATIVES:

Proceed as directed.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

City Staff and Commissioner

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

21-R07

Application

PCAC Chair Email

Attendance

Organizing Resolution

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Reviewed By

Nick Mimms

Date

12/30/2020 11:36 AM

Started On: 12/17/2020 02:58 PM

Final Approval Date: 12/30/2020

RESOLUTION NO. 21-R07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE POLICE COMMUNITY ADVISORY COMMITTEE; CORRECTING THE TERM OF AN EXISTING MEMBER; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, by Resolution 20-R08, Derrick Gibbons was appointed to fill the unexpired term of Henry Duhart; and

WHEREAS, pursuant to Resolution No. 18-R32, Section 9, Mr. Gibbons' term should have ended at the same time as Mr. Duhart's, rather than 2 years from the date of appointment; and

WHEREAS, Mr. Gibbons' original term should have ended on 9/3/2020; and

WHEREAS, Mr. Gibbons should have been reappointed to his first full term at the same time as the other appointments made via Resolution 20-R40 with terms expiring on 9/7/2022; and

WHEREAS, Commissioner Sessions' appointee, James Edwards, has missed several meetings without excuse and it was determined that a replacement was needed.

NOW THEREFORE, BE IT RESOLVED as follows:

1. That Derrick Gibbons' existing first full term shall expire on 9/7/2022 rather than 2/3/2022.
2. That James Edwards is deemed to have vacated his seat pursuant to Section 10 (4) of Resolution 18-R32.
3. That Quincy Barr, Jr. is hereby appointed to fill the unexpired term of James Edwards as Commissioner C. Johnson's appointee.
4. Said terms to commence upon adoption of this resolution and to expire September 7, 2022, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of January, 2021.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY
CITY ATTORNEY



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Police Advisory Board

Name of Board or Boards for which you are applying: _____

Name: Quincy Barr, Jr		Phone: (813)833-0284	
Home Address: 441 North 14th Street		City/Zip Code: _____	
How long at this address? 5			
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Occupation: Retired			
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:			
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?			
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:			
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): High School Graduate U.S. Army 22 years, U.S. Postal Service			
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:			
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:			
Referred by: Curtis E. Johnson		Applicant Email Address:	
Date: 12/14/2020	Applicant's Signature: Quincy Barr, Jr		

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

From: [Jason Braun](#)
To: [Linda Cox](#)
Subject: Fwd: PCAC meetings
Date: Thursday, December 17, 2020 2:00:58 PM

Please see the attached from Mr Hayek.

Sergeant Jason Braun | Quality Assurance Manager | City of Fort Pierce
Police Department

Phone: [772.467.6828](tel:772.467.6828) • Cell: [772.577.8320](tel:772.577.8320) • 920 South U.S. Highway 1 • Fort Pierce • 34950

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

cid:image001.jpg@01D3D89E.183BC900



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

Begin forwarded message:

From: Charles Hayek <cchawk77@aol.com>
Date: December 17, 2020 at 12:06:07 PM EST
To: Jason Braun <jbraun@fppd.org>
Subject: PCAC meetings
Reply-To: Charles Hayek <cchawk77@aol.com>

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

Hi, Sergeant Braun,
Per your request about attendance by James Edwards at our meetings, for the past two meetings he has been absent with no excuses. Before that, he was present for two meetings but prior to that he had missed about 6 straight meetings.
As has been discussed at our meetings about attendance, as we are a small committee, it is hard to conduct business when members do not attend.

Charlie Hayek
cchawk77@aol.com

Meeting Type	First Name	Last Name	Appointed	Resolution #	New Resol	Total Meet	Meetings	P Meetings	A Dates	Absent
Police Community Advisory Committee	Derrick	Gibbons	2/3/2020	20-R08		9	7	2	12/12/2019	7/9/2020
Police Community Advisory Committee	Melvin	Jones, Sr.	9/4/2018	18-R42	20-R40	16	15	1	12/12/2019	
Police Community Advisory Committee	Charles	Hayek	9/4/2018	18-R42	20-R40	16	16	0		
Police Community Advisory Committee	James	Edwards	10/1/2018	18-R49	20-R40	16	10	6	2/13/2020	3/12/2020 7/1/2020 7/9/2020 8/13/2020 9/10/2020
Police Community Advisory Committee	Pinkie	Hendley	9/4/2018	18-R42	20-R40	16	15	1	9/10/2020	

RESOLUTION NO. 18-R32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA CREATING **THE POLICE COMMUNITY ADVISORY COMMITTEE**; ESTABLISHING ITS MISSION; PRESCRIBING the SCOPE OF THE COMMITTEE ; ESTABLISHING DUTIES AND RESPONSIBILITIES OF SELECTED MEMBERS; ESTABLISHING THE COMPOSITION, NUMBER AND QUALIFICATIONS OF MEMBERS; ESTABLISHING PROCEDURES FOR THE APPOINTMENT OF MEMBERS; ESTABLISHING ORGANIZATIONAL STRUCTURE MEETINGS AND TERMS LIMITS; ESTABLISHING PROCEDURES FOR REMOVAL FROM OFFICE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that there is a need for citizen input into the Police Department so as to best promote the health, safety, and general welfare of the City of Fort Pierce; and,

WHEREAS, this input may be most efficiently obtained by the use of an advisory committee to assist the Chief of Police in order to facilitate interaction, build trust and mutual respect, and improve understanding between citizens and their Police Department.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. ESTABLISHMENT

The Police Community Advisory Committee is hereby established as an advisory body to the Chief of Police.

SECTION 2. MISSION STATEMENT

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.

SECTION 3. Scope of the Community Advisory Committee

1. The Committee will be developed to serve in an advisory capacity to the Chief of Police serving as a liaison concerning the relationship between the Department and the Community. The Committee shall have no authority over the Police Department and is not a policy making body, however they shall function solely as an advisory body. The Committee may be requested to make recommendations on matters affecting the relationship between the Police and the Citizens of the City of Fort Pierce. All activities of the Committee shall be conducted in accordance with Federal, State and Local laws including those laws relating to Public Records under section 119 Florida Statutes (2017) as well as the provisions of the Sunshine Law under section 286.011 Florida Statutes (2017).

2. A Citizen Advisory Committee is a group of individuals, who meet over an extended period, and who are appointed to examine an issue or set of issues of concern involving the relationship between the Police and the Community.

3. The Citizen advisory Committee (“the Committee”) is established under the direction of the Chief of Police and acts as a liaison between the Community and the Police Department. Specifically, the Committee listens to the concerns of the Citizens conveys the stated concerns to the Police Chief. In this way the Committee helps further the goals and initiatives of the Police Department by providing interaction, building trust and mutual respect, and by improving understanding between the Citizens and the Police Department.

4. The Committee shall consist of a small number of individuals who represent the interests of the public and work to enhance relationships between the Fort Peirce Police Department and the Community. The Committee shall be a diverse group of volunteers with a vested interest in the addressing the issues relating to public safety and other issues which will foster safe neighborhoods within the Community.

5. The Committee will provide opportunities for citizens and the Police Department to gain a greater understanding of the nature and causes of community disharmony. The parties shall work collaboratively to strengthen and enhance mutual respect and the application of equal protection for all. The committee will assist the Police Chief in promoting public awareness of contemporary issues affecting police practice, and response of the community as well as the police to those issues.

SECTION 4. Duties and Responsibilities of the Committee

1 The Chief of Police or designee, or the committee by consensus may advance for discussion, issues of concern relating to policies, procedures or rules which directly affect the relationship between the police officers and the public. Policies and procedures which shall include personnel decisions, which do not relate to the public interface, shall not be within the purview of this Committee.

2. The Committee and the Department will work cooperatively to identify, inform, discuss, and address common issues and trends which may impact the quality and effectiveness of community policing and public safety. Such issues may include but are not limited to;

- A) Stereotypes or implicit bias related to race, religion, ethnicity, sexual orientation, gender identity, body art or piercing, dress, or perceived socio economic status;
- B) Victim Services, support, and advocacy;
- C) Training, recruitment and promotions;
- D) Crime reduction, prevention, and social disorder;

- E) Fair and impartial police practices;
- F) Distrust of Police services;
- G) Mental health issues;
- H) Homeless issues

SECTION 5. COMPOSITION, NUMBER AND QUALIFICATIONS OF MEMBERS

Committee Composition and Number

1. The membership of the Committee should reasonably represent the demographics, cultural and ethnic diversity, and special needs of the City and its neighborhoods. Committee members shall have established reputations of integrity, professionalism, and involvement in community service.

2. The Committee will be comprised of up to, but not more than, five (5) members who represent a range of backgrounds, interests, and personal or community service which shall include experience in one or more of the following areas:

- A. Faith-Based community,
- B. Mental Health resources,
- C. Education including local schools or college,
- D. Chamber of Commerce, small business, or other business organization,
- E. Social Service resources including aid to the homeless,
- F. Juvenile Justice, and dependent children or other youth centered resources,
- G. Diverse residential and business neighborhoods of the community,

Member Qualifications

3. No member of the Committee, nor any member of a Committee Appointee's immediate family, shall be currently employed by the City or be a former employee of the Police Department or the City.

4. No member of the Committee may currently be a party involved in or be a legal representative in litigation against the City or Police Department or any employee of those entities in their official capacity.

5. Each member of the Committee must be prepared and committed to invest the necessary time in enhancing police community relations in a manner that helps reduce the fear of crime and enhances relationships between the Police Department and the community.

6. Committee members must be permanent residents of the City of Fort Pierce.

SECTION 6. Member Expectations

1. All members of the committee serve in a voluntary basis, and are expected to participate in monthly meetings of the Committee unless excused from participation by a consensus vote of the Committee.

Confidentiality and Disclosure of Conflicts of Interest

2. Members will not be privy to matters which are deemed confidential by law or which due to the nature of the information, will compromise the safety of officers or the public. Alternatively, information which may fit the legal definition of public record information shall be redacted in accordance with the provisions of Section 286.011 Florida Statutes (2017).

3. Members will not use their role as a Committee member and/or knowledge of Committee information for personal benefit or to secure special privileges, favors, or exemptions for themselves, their community, an organization, or any other person.

4. Members are expected to abide by the consensus decisions of the Committee. Although they are free to disagree with consensus decisions of the Committee, members will refrain from publicly denigrating the Committee's decisions.

5. Members will disclose the general nature of any conflict of interest regarding matters coming before the Committee, including current or future litigation and/or being a witness to an incident in litigation against the City or Police Department.

6. Members will preserve the integrity and impartiality of the Committee and will not attempt to exercise individual authority over the Committee or Police Department, nor interfere with the operations of the Police Department.

SECTION 7. Selection and Appointment of Members

1. The City Clerk shall solicit citizen applications for membership on the Committee by:

A. Posting requests for applications on the FPPD and City of Fort Pierce web sites;

B. Issuing a press release explaining the formation, purpose, requirements for membership, and instructions on how to apply to the Committee;

C. Publishing the formation and purpose of the Committee as a public service announcement in local newspapers or other media outlets.

2. Nominees should represent the diversity set forth under Committee Composition in Section 5 for appointment to the Committee. Each nominee shall submit an application indicating their willingness to serve, agree with, and meet all requirements for membership on the Committee.

3. Following the receipt of applications the Mayor and each City Commissioner shall nominate one applicant from within their respective Districts and shall announce their nominee during a regular or Special Commission meeting.

Background Check

4. Prior to appointment, all Committee nominees shall submit to a criminal history background check due to the sensitivity of the matters that may be brought before the Committee.

Training

5. Prior to appointment, committee members will attend an orientation presented by the Chief. The initial Committee shall complete the Fort Pierce Police Department's Citizen's Academy together as a group to familiarize all members with the operation of City Government, the Police Department and the rules and operating procedures of the Committee. Members appointed subsequent to the initial appointments will complete the same training individually.

6. Training shall also include a minimum of two, 4 hour "ride alongs" with an Officer of the Fort Pierce Police Department.

7. Should a member resign, be removed in accordance with section 10, or otherwise be unable to serve, the appointing Commissioner or Mayor will select a qualified replacement from within their district.

SECTION 8. ORGANIZATIONAL STRUCTURE AND MEETING REQUIREMENTS

1. Two members of the Community Advisory Committee will be appointed by consensus of the Committee to serve as Chair and Vice Chair. The Chair and Vice Chair may serve in that capacity for only 2 consecutive terms unless the limitation is waived by a consensus vote of the Chief and Committee.

2. The Vice Chair shall serve as Chair in the absence of the Chair.

3. Community Advisory Committee Meetings shall be scheduled on a monthly basis and will be held at the police department or in another police facility as designated by the Police Chief.

4. Special meetings may be convened by the Chief of Police as needed.

5. All committee members are expected to regularly attend scheduled meetings.

6. Members are allowed two (2) absences from scheduled regular meetings during one calendar year. The Chief and the committee may vote to excuse a member's absence under extenuating circumstances.

7. When a committee member is not able to attend a regularly scheduled meeting, he/she must notify the Chair or the Chief of Police.

8. Failure to attend two consecutive meetings without contacting the Chair or the Chief with an acceptable explanation shall constitute grounds for removal from the committee using the procedures in Section 10.

SECTION 9. TERM LIMITS

1. Committee members shall be appointed for a two-year term, with an option to renew the appointment, per City Commission approval, for an additional term of two years.

2. Appointments to fill vacancies due to resignation or other unexpected events shall be limited to the unexpired term of such vacancy.

3. No individual shall be appointed for more than two terms, excluding however, any partial term for the filling of a vacancy as referenced above. Members may continue to serve on the Committee until a replacement has been appointed.

4. After having served two consecutive terms, any appointee may reapply for reappointment to the Committee after an absence from the Committee for at least one year.

SECTION 10. REMOVAL OF MEMBERS

1.. Members of the Committee are expected to exhibit the highest ethical and professional standards. Any member who engages in criminal, or unethical, immoral or illicit conduct as such are defined by Florida Law shall be recommended for removal by the Chief of Police upon consensus of the Committee and shall be subject to removal by the City Commission.

2. No member of the Committee shall attribute to the Committee any unauthorized written or oral opinion concerning Committee activity or use is/her position to obtain information which has been deemed confidential by law.

3. Members of the Committee are subject to removal for unauthorized disclosure of matters which are confidential by law or which if disclosed would interfere with the safety of officers and or the general public.

4. Members may also be removed for cause, or at the discretion of the Chief of Police or Chairman with approval of the Commission. In addition, members who, without being excused by the Chief or Chairman, fail to attend two consecutive regular meetings may be considered to have vacated their position and may be replaced.

SECTION 11. SEVERABILITY CLAUSE. If any provision of this act or its application to any person or circumstance is held invalid, the invalidity of that section does not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

SECTION 12. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this _st day of July, 2018.

Linda Hudson
Mayor Commissioner

ATTEST:

Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

James M. Messer, Esq.
City Attorney

City Commission Regular Meeting - 6:00 pm

13. k.

Meeting Date: 01/04/2021

Re: Surtax Appointments

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 21-R08 appointing members to the Infrastructure Surtax Citizen Oversight Committee and correcting terms of office to run concurrent with appointing officials.

SUMMARY:

Commissioner Curtis Johnson is appointing a new member.

RECOMMENDATION:

Adopt 21-R08

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

City Commission

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

21-R08

Charles Bryant

Ella Hodge-Wimes

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 12/30/2020

Reviewed By

Nick Mimms

Date

12/30/2020 11:36 AM

Started On: 12/17/2020 03:56 PM

RESOLUTION NO. 21-R08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT AND REAPPOINTMENT OF MEMBERS TO THE INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE; CORRECTING TERMS; PROVIDING FOR AN EFFECTIVE DATE.**

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Infrastructure Surtax Citizen Oversight Committee which was established via Resolution No. 19-R06; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

<u>Name</u>	<u>Appointed by:</u>
Ella Hodge-Wimes	Commissioner Alexander
Charles Bryant	Commissioner C. Johnson
Daniel Noelke	Commissioner J. Johnson
Bob Burdge	Commissioner Perona
Pearl M. Davis Liverpool	Mayor Hudson

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of January, 2021.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

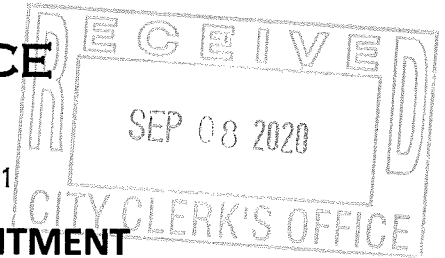
APPROVED AS TO FORM
AND CORRECTNESS:

PETER J. SWEENEY
CITY ATTORNEY



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841



APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying:

Civil Service Appeals Board; Communitywide Council; Community Redevelopment Agency Advisory Committee; Fort Pierce Utilities Authority;
Infrastructure Surtax Citizen Oversight Committee; Keep Fort Pierce Beautiful Advisory Board; Planning Board; Police Community Advisory Comn

Name: Charles E Bryant		Phone: 7723537266
Home Address: 2300 Avenue P Fort Pierce FL 34950 City/Zip Code:		How long at this address? 32 Years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: IT Analyst/ Business Owner		
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:		
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?		
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):		
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by:		Applicant Email Address: cebryant4@gmail.com
Date: 08/27/2020	Applicant's Signature	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@cityoffortpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

Communit. Redev. &
In Forestal, Surta x
Planning Zone
Fort Pierce Authentc
Tours.

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Communitywide Council

Name: <u>Ella Hodge Wines</u>	Phone: <u>772 940-3553</u>
Home Address: City/Zip Code: <u>906 Hickory St.</u>	How long at this address? <u>30</u>
Are you a citizen of the United States? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Occupation: <u>Community Volunteer helping young people find schedules</u>	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): <u>1983 Fort Pierce Central High</u> ① Computer usage ④ CDL <u>Indian River State College,</u> ② Typing Lisca. <u>Early Learning Cert.</u> ③ PBX operator.	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: <u>Rebecca Isaac</u>	Applicant Email Address: <u>EllaWines@chick...</u>
Date: <u>10/9/2019</u>	Applicant's Signature: <u>Ella Wines</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting - 6:00 pm

15. a.

Meeting Date: 01/04/2021

Re: 2020 Strategic Plan Update Report

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Reports

Attachments

2020 Strategic Plan Update Report

City Manager's Report

Purchase Order Report

Form Review

Inbox

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 12/30/2020

Reviewed By

Nick Mimms

Date

12/30/2020 11:39 AM

Started On: 12/21/2020 05:50 PM

ACHIEVING OUR VISION 2020 FORT PIERCE STRATEGIC PLAN



DECEMBER 2020

FORT PIERCE

Strategic Plan 2020 Goals



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FORT PIERCE

Strategic Plan 2020 Goals



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G1 GOAL 1: Police Retention and Compensation



Responsibility: Police

Milestones		December 1, 2020
1. Negotiate labor contract	4/20	Complete
2. Decision: Labor contract approval	5/20	Complete. Both unions have ratified the contracts and the contracts were approved by the City Commission at the May 4, 2020 meeting.
3. Prepare budget proposal	6/20	Complete
4. Budget Workshop: Budget FY 2021	7/20	Complete. Step plan salary adjustments were presented by City Manager and Director of Finance at the 7/13/2020 Budget Workshop.
5. Decision: Budget FY 2021 Funding for Police Salary Adjustments	9/20	Complete. Police Salary Adjustments were approved by the City Commission and the salary adjustments are scheduled to be implemented in October.



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



Responsibility: Community Response/Public Works

Milestones		December 1, 2020	
1. Prepare interlocal agreement	3/20	Complete	
2. Decision: Interlocal agreement	3/20	Complete	
3. Decision: Funding for improvements	4/20	Complete	
4. Receive improvements cost estimates	5/20	Complete	
5. Complete improvements and office relocation	7/20	Complete	
6. Issue RFQ/RFP	7/20	Complete	
7. Negotiate a contract with operator	12/20	In progress	
8. Decision: Award contract for operations	1/21		



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



Responsibility: City Manager

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

G4 GOAL 4: City Charter: Update

Responsibility: City Attorney/City Clerk

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



FORT PIERCE

Strategic Plan 2020 Goals

G5 GOAL 5: New Alternative Revenue Sources

Responsibility: City Manager/Finance

Milestones		December 1, 2020
1. Complete research – other cities, “best practices”	7/21	Complete
2. Prepare report with options	7/21	To be considered for FY22
3. Budget Workshop: Revenue direction	7/21	To be considered for FY22

G6 GOAL 6: City Hall Maintenance: Direction and Funding



Responsibility: Public Works

Milestones		December 1, 2020
1. Savannah Road Complex		
A. Complete condition assessment and plan with costs	11/20	In progress
B. Prepare report with costs and options	12/20	
2. Police Station		
A. Complete condition assessment and plan with costs	11/20	In progress
B. Prepare report with costs and options	1/21	



FORT PIERCE

Strategic Plan 2020 Goals

SERVING OUR COMMUNITY

G7 GOAL 7: Code of Ordinances Update

Responsibility: City Attorney/City Clerk

Milestones	December 1, 2020
1. Receive final proof	6/20 Complete
2. Decision: Code approval	7/20 Complete

G8 GOAL 8: Road Conditions and Resurfacing Program



Responsibility: Engineering

Milestones	December 1, 2020
1. CIP Quarterly Update	Ongoing
2. Coordinate tree planting/streetscape with road projects	Ongoing Coordination currently underway to include planting areas and street trees for the 17th Street project. (Orange Ave. to Avenue D)
3. Develop striping plan	6/20 Received quote for Avenue D striping
4. Decision: Award contract	Ongoing Developing bid package for pavement markings
5. Budget Workshop: CIP FY 2021 streetscaping direction	7/20 Complete. Presented by City Engineer at the 7/13/2020 Budget Workshop
6. Decision: CIP Budget FY 2021 funding for streetscapes	11/20 Complete. Contract awarded to C.W. Roberts, Inc. Construction to begin within 60 days

G9 GOAL 9: Impact Fees: Direction

Responsibility: City Manager

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



FORT PIERCE

Strategic Plan 2020 Goals

G10 GOAL 10: Enterprise Resource Planning (ERP) Software: Direction and Funding

Responsibility: Information Technology

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

G11 GOAL 11: IT Comprehensive Plan and Project Completion



Responsibility: Information Technology

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



G12 GOAL 12: City Facilities Master Plan



Responsibility: Public Works

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

G13 GOAL 13: Emergency Operations Center: State Funding

Responsibility: City Manager

Milestones	December 1, 2020	
1. Initiate facility design	7/21	City representatives still researching funding alternatives. Facility design shall commence upon funding acquisition.
2. Complete design	4/22	



G14 GOAL 14: Labor Negotiations and Contract

Responsibility: Human Resources

Milestones		December 1, 2020	
1. Teamsters			
A. ULP	2/21	In progress	
B. Negotiate labor contract	3/21	In progress	
C. Decision: Contract approval	4/21	On track	
2. PBA			
A. Negotiate labor contract	12/20	In progress	
B. Decision: Contract approval	1/21	On track	

G15 GOAL 15: Golf Course “Mini” Clubhouse Funding and Construction

Responsibility: Indian Hills Golf Course

Milestones		December 1, 2020	
1. Submit options and costs	4/20	Complete	
2. Decision: Direction and funding	6/20	On hold until further notice. Due to changes in the economic and environmental climate, the design concept has changed to incorporate a more comprehensive vision to include administrative offices, cart storage, clubhouse, and parking. This design concept has been forwarded to a planning consultant to complete this vision.	

G16 GOAL 16: Fleet “Right Sizing”: Report and Direction

Responsibility: Public Works

Milestones		December 1, 2020	
1. Place order for vehicles	4/20	On hold until further notice	
2. Receive vehicles	9/20	On hold until further notice. This initiative will be reevaluated based on available funding in April 2021.	
3. Review heavy/medium trucks – annual			

G17 GOAL 17: Compensation for Targeted Positions

Responsibility: Human Resources

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



G1 GOAL 1: Downtown Parking: Report and Direction



Responsibility: City Manager

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

G2 GOAL 2: Sports Tourism Strategy and Action Plan

Responsibility: Public Works

Milestones		December 1, 2020
1. Finalize report	7/20	Complete
2. Commission: Report and Direction	8/20	Complete



G3 GOAL 3: Retail/Entertainment/Restaurant Attraction Strategy



Responsibility: City Manager

Milestones	December 1, 2020	
1. Select consultant	4/20	Complete
2. FPRA: Approval to enter negotiations	5/20	Complete
3. FPRA: Award contract	7/20	Complete
4. Receive consultant report	11/20	Complete
5. FPRA: Presentation	1/21	

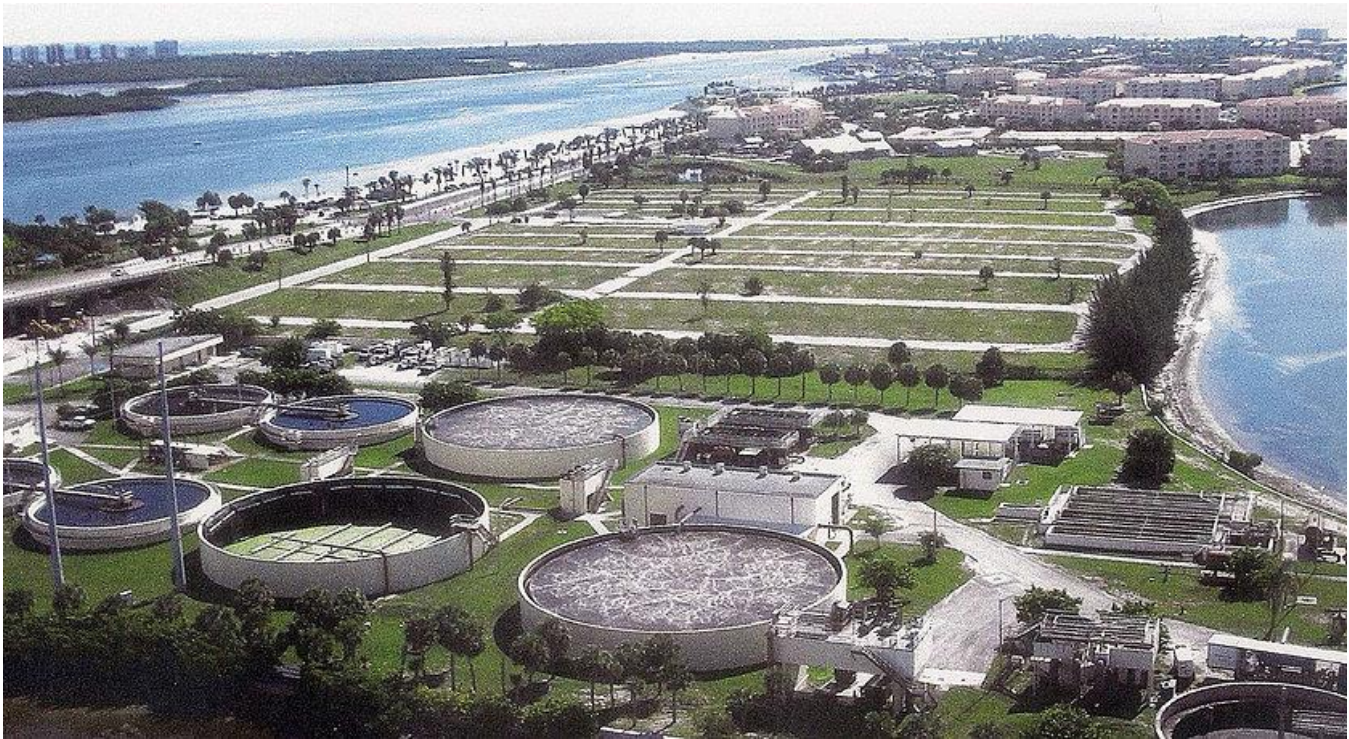
G4 GOAL 4: Vacation Rentals/Short-Term Rentals: Problems and Impacts

Responsibility: Building

Milestones	December 1, 2020	
1. Rewrite City policy – Code requirements for short-term rentals	4/20	Complete. Policy has been written and is in review.
2. Report: Update	8/20	Complete. Policy has been finalized and implemented.
3. Refine public information including website	1/21	In progress



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



Responsibility: City Manager

Milestones		December 1, 2020
1. Review findings feasibility study	5/20	Complete
2. Decision: FPUA – St. Lucie County	1/21	Joint meeting with FPUA and St. Lucie County has been scheduled for 1/7/21
3. Explore mitigation grants	Ongoing	City of Fort Pierce, Saint Lucie County, and FPUA staff are collaborating to apply for FEMA Mitigation Grant funds that were recently advertised.



FORT PIERCE

Strategic Plan 2020 Goals

DEVELOPING OUR COMMUNITY

G6 GOAL 6: Lincoln Park District Revitalization



Responsibility: City Manager

Milestones	December 1, 2020	
1. Prepare report	10/20	Complete
2. Presentation: Report	10/20	Complete
Means Court		
A. Prepare report: plan, recommendations	3/20	Complete
B. FPRA: Direction and funding	7/20	Complete
Overall Concept		
A. Develop concept plan	10/20	Complete. RFP currently being drafted for the redevelopment of the Means Court Plaza area that will include all desired uses for the immediate vicinity.
B. Conference: Concept plan and direction	10/20	

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

Responsibility: City Manager

Milestones	December 1, 2020	
1. Continue communications	Ongoing	
2. City Manager: Update	1/21	



G8 GOAL 8: King’s Landing Development



Responsibility: City Manager

Milestones		December 1, 2020
1. Rezoning Future Land Use Text/Map Amendments	7/20	Complete. Rezoning Future Land Use Text/Map Amendments approved on August 17, 2020.
2. Decision: ROW abandonments	8/20	Complete. Approved on August 17, 2020
3. Decision: Site plan approval	1/21	Site plan development and design in progress
4. Decision: Convey property	4/21	

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

Responsibility: Planning

Milestones		December 1, 2020
1. Receive pre-plan – rezoning, traffic study	10/20	Rezoning application was approved on October 5, 2020. Phase 1, which includes the wave garden and hotel, have not been submitted yet but it is anticipated within 6 – 9 months.
2. Determine utility provider	11/20	Complete. SLC Utilities is prepared to service this development and most of the necessary infrastructure is currently in place



G10 GOAL 10: Fisherman’s Wharf Development



Responsibility: City Manager

Milestones	December 1, 2020
1. Issue RFQ	6/20 Complete
2. Receive RFQ submittals	9/20 Complete
3. Evaluate RFQ responses	9/20 Complete
4. FPRA: Qualifications	10/20 RFQ ranking presented to FPRA Board on 10/27/20. All qualified respondents are invited to participate in the RFP.
5. Issue RFP	11/20 Complete
6. Receive RFP submittals	2/21
7. Evaluate RFP responses	3/21
8. FPRA: Decision	4/21



G11 GOAL 11: Economic Development Incentive Program



Responsibility: City Manager

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

G12 GOAL 12: EAR/Comprehensive Plan: Update

Responsibility: Planning

Milestones	December 1, 2020
1. Decision: EAR adoption	3/20 Complete
2. State Appeals	6/20 Complete
3. Water Supply Plan Update	11/20 Complete



FORT PIERCE

Strategic Plan 2020 Goals

DEVELOPING OUR COMMUNITY

G13 GOAL 13: Passenger Rail Station: Advocacy



LOCATION

Responsibility: City Manager

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

G14 GOAL 14: Opportunity Zone: Direction and Actions

Responsibility: City Manager

Milestones	December 1, 2020
1. Determine impacts on local policies and incentives	11/20 City of Fort Pierce, St. Lucie County, City of Port St. Lucie, and EDC staff met in February 2020 to discuss expanding/changing the boundaries of the existing opportunity zones. This project is currently on hold due to the prioritization of COVID-19 related issues.
2. Decision: Boundaries	TBD



G15 GOAL 15: CRA Plan: Update



Responsibility: City Manager

Milestones	December 1, 2020	
1. Receive draft plan with budget	3/20	Complete
2. CRA Advisory Committee review	6/20	Complete
3. Finalize plan document	6/20	Complete
4. Decision: Plan Adoption	7/20	Complete. Adopted by FPRA Board 7/28/20. Adopted by City Commission 8/17/2020.



G1 GOAL 1: Neighborhood Identity, Revitalization and Engagement



Responsibility: Planning

Milestones		December 1, 2020
1. Follow up meeting: Edgartown	1/21	Drafting code amendments to be presented at the 11/9/2020 Conference Agenda meeting.
2. Develop strategy (draft neighborhood identity and engagement)	2/21	
3. Conference Agenda: Report	4/21	

G2 GOAL 2: Non-Profit Organizations: Performance Evaluation

Responsibility: Finance

Milestones		December 1, 2020
1. Send notification to recipients of performance report due date	1/21	In progress
2. Receive report – performance, goals and 2021 activities	3/21	
3. Prepare for budgets – goals and budget requests	3/21	
4. Workshop: Budget FY 2021	4/21	
5. Decision: Budget FY 2021 funding	4/21	



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



Responsibility: Public Works

Milestones			December 1, 2020
1. Conference Agenda: Report	4/21	In progress	
2. Prepare report on fee schedule	4/21	In progress	
3. Decision: Fee schedule	4/21	In progress	



G4 GOAL 4: Community Policing Expansion: Actions 2020



Roll call at Chester A Moore Elementary School

Responsibility: Police

	Milestones		December 1, 2020
1.	Prepare budget proposal for Special Police Officers	3/21	The Department of Justice awarded a COPS grant to the City of Fort Pierce to hire additional police officers over three years. Five officers will be hired to be used in a specialized capacity to target crime in specific areas of the City.
2.	Budget Workshop: Budget FY 2022	7/21	
3.	Decision: Budget FY 2022 funding for Special Police Officers	7/21	
4.	Continue School Resource Officers	Ongoing	
5.	Front Porch roll calls	Ongoing	
6.	Program Activities: nursing homes and in schools	Ongoing	
7.	Expand Explorers program	Ongoing	



FORT PIERCE

Strategic Plan 2020 Goals

ENGAGING OUR COMMUNITY

G5 GOAL 5: Youth Council and Strategy: Needs Assessment

Responsibility: City Manager

Milestones		December 1, 2020
1. First Meeting	3/20	Complete
2. Presentation: Update report	11/20	Complete. The board is currently reviewing processes from other Youth Councils to gain a better understanding of procedures and create innovative ways to connect the community.
3. Participate in Florida League of Cities	8/20	Canceled due to COVID-19

G6 GOAL 6: Census 2020: Complete Count



Responsibility: Planning

Milestones		December 1, 2020
1. Create collateral	4/20	Complete
2. Post Video of Mayor on Social Media	5/20	Complete
3. Distribute Flyers in FPUA Mailers	6/20	Complete
4. Table at Up Center to assist on laptops	9/20	Complete



G1 GOAL 1: Proactive Code Enforcement Policy and Compliance



Responsibility: Community Response

Milestones		December 1, 2020
1. Revise policy and procedure	4/20	Complete
2. Proactive Report: Update	8/20	Complete. Proactive Nuisance Abatement (CSI Program) initiated 9/22/2020.

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

Responsibility: Community Response

Milestones		December 1, 2020
1. Contact property owner – deed in lieu of foreclosure (clusters 10-12 identified)		
2. Update Report: Actions and impacts	8/20	Legal returned all requests 9/28/2020 for updates. Updates completed. Presentation of foreclosure clusters to be presented to the FPRA Board in 1 st Quarter of 2021

G3 GOAL 3: Vacant Properties Strategy: Inventory



Responsibility: Finance

Milestones		December 1, 2020
1. Create Community Land Trust Board	9/20	On hold due to COVID- 19
2. Develop budget proposal	9/20	On hold due to COVID- 19
3. Identify/review properties	Ongoing	
4. FPRA/City Decision: Direction	1/21	

G4 GOAL 4: Nuisance Abatement Program: Criminal Revision

Responsibility: City Attorney

Milestones		December 1, 2020
1. Briefing law and process (criminal)	6/20	Postponed due to COVID- 19

G5 GOAL 5: Dumpster Solutions for Downtown

Responsibility: Public Works

Milestones		December 1, 2020
1. Define scope	4/20	Complete
2. Reissue RFP	12/20	In progress. Finalizing changes to rebid documents.
3. Evaluate responses	1/21	
4. Decision: Award contract	2/21	In progress. This project is going out for rebid within the next 30 days.
5. Complete enclosures (5)	5/21	



G6 GOAL 6: Lincoln Park Revitalization Initiative



Responsibility: City Manager

Milestones		December 1, 2020
1. Means Court		
A. Prepare report: plan, recommendations	3/20	Complete
B. FPRA: Direction and funding	7/20	Complete
2. Overall Concept		
A. Develop concept plan	10/20	Complete. This goal has been merged with Developing Our Community Goal 6 for an integrated and comprehensive approach.
B. Conference: Concept plan and direction	10/20	

G7 GOAL 7: Wayfinding Signage: Upgraded Design

Responsibility: Public Works

Milestones		December 1, 2020
1. Prepare budget proposal	3/21	In progress
2. Budget Workshop: Budget FY 2022	7/21	
3. Decision: Budget FY 2022 funding	7/21	



G8 GOAL 8: Street Sweeping Program Privatization

Responsibility: Engineering

Milestones	December 1, 2020
1. Prepare RFP	10/20 Requesting proposals by 10/30/20. On-going
2. Evaluate responses	11/20
3. Decision: Award contract	12/20
4. Implement program	1/21

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



Responsibility: Engineering

Milestones	December 1, 2020
1. Continue negotiation with FDOT – water quality project	Ongoing FDOT currently doing preliminary survey work on US 1 and outfall locations. Progress meeting with FDOT consultant scheduled for 11/10/20
2. Complete preliminary design	12/20 Coordination meeting with consultant and FDOT postponed by consultant. No date currently set for design meeting.

G10 GOAL 10: Mural Projects



Responsibility: Finance

Milestones	December 1, 2020
1. Complete two (2) murals	9/20 Complete <ul style="list-style-type: none"> • Train Mural Restoration • PAD Caribbean Mural



FORT PIERCE

Strategic Plan 2020 Goals

ENJOYING OUR COMMUNITY

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

Responsibility: City Manager

Milestones		December 1, 2020
1. Identify additional resources for homeless – Treasure Coast Homeless Services Coalition		Ongoing City staff actively participates in the monthly Treasure Coast Homeless Services Coalition meeting. Staff will develop a monthly report that demonstrates the impact of services offered by TCHSC to citizens of the City of Fort Pierce.
2. Work with community organizations for a centralized feeding area	10/20	As a stakeholder in the solution to address homelessness with St. Lucie County, the City of Fort Pierce is a partner in the plan that will be developed to find community partners to establish a Homeless Resource Center.

G2 GOAL 2: Beach Volleyball: Report and Direction



Responsibility: Public Works

Milestones		December 1, 2020
1. Commission: Sports Tourism	8/20	Complete



FORT PIERCE

Strategic Plan 2020 Goals

ENJOYING OUR COMMUNITY

G3 GOAL 3: eSports Strategy: Report and Direction

Responsibility: City Manager (Youth Council)

Milestones		December 1, 2020
1. Research best practices and experiences with other cities	1/21	In progress. The board is reviewing processes from other Youth Councils to gain a better understanding of procedures and create innovative ways to connect the community.
2. Prepare report (Youth Council)	1/21	In progress. The Youth Council is working towards preparing a report comprised of the board's goals and future plans.
3. Commission: Presentation and direction	11/20	Complete. Presented to City Commission at 11/16/2020 meeting.

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



Responsibility: Engineering

Milestones		December 1, 2020
1. Secure permits: FDOT	Ongoing	FAA permit secured – FDOT currently reviewing application. Interlocal agreement required by FDOT with Lawnwood Medical Center has been approved by City Attorney and currently awaiting review by Lawnwood. – No change
2. Decision: seaplane/shuffleboard court	12/20	



FORT PIERCE

Strategic Plan 2020 Goals

ENJOYING OUR COMMUNITY

G5 GOAL 5: Crime Reduction Action Plan

Responsibility: Police

Milestones		December 1, 2020
1. Work with Sheriff's Office	Ongoing	
2. Prepare budget proposal – community cameras	6/20	Complete. Awarded \$80,404 grant from the Department of Justice which will be used to purchase community cameras.
3. Rejuvenate "Fleet Watch" training crime watch	1/21	The Police Department has created a Fleet Watch training curriculum that will be used to train Public Works employees. It is expected that the training will be completed by the end of October.

G6 GOAL 6: Youth Recreation Programs Expansion

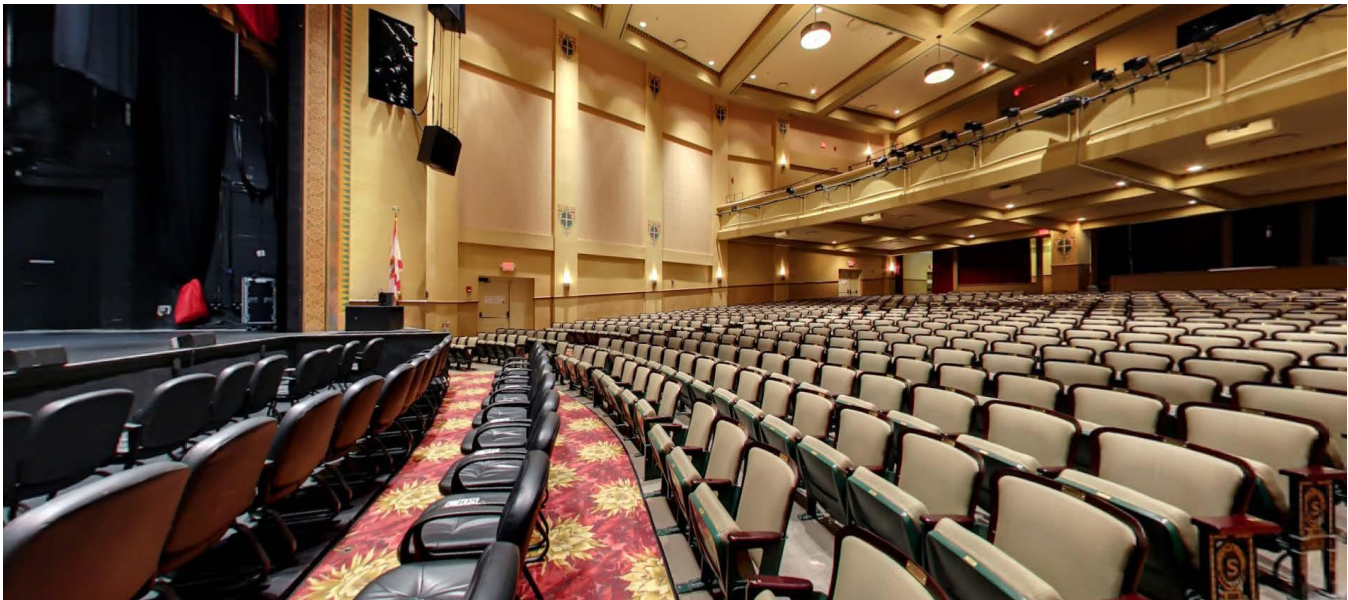


Responsibility: Public Works

Milestones		December 1, 2020
1. Work with high schools – golf instruction/"fun"		On hold due to COVID-19
2. Hire part-time employee	6/20	On hold due to COVID-19
3. Expand summer class – theatre	6/20	On hold due to COVID-19
4. Establish computer lab at Recreation Center	7/20	On hold due to COVID-19
5. Pursue soccer program	9/20	On hold due to COVID-19



G7 GOAL 7: Sunrise Theatre: Next Steps



Responsibility: Sunrise Theatre

Milestones		December 1, 2020
1. Expand summer camp program	6/20	Canceled due to COVID- 19
2. Complete organization restructure	12/20	In progress
3. Complete projects on Major Projects list	12/20	Backline and sound system upgrade placed on hold due to COVID-19. HVAC chiller replacement purchase request scheduled on 12/7/2020 agenda for City Commission approval.

G8 GOAL 8: Porpoise Park Report and Direction

Responsibility: Engineering

Milestones		December 1, 2020
1. Develop CIP budget proposal	6/20	Complete
2. Develop plan	7/20	Complete. Survey completed; preliminary engineering design completed. Permit coordination meeting with FDEP completed
3. Budget Workshop: CIP FY 2021 direction	7/20	Complete. Presented by City Engineer at 7/13/2020 Budget Workshop.
4. Decision: CIP FY 2021 funding (park impact)	12/20	Final design plans to be completed and cost estimate presented to City Commission for decision. – On-going





MISSION STATEMENT

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

WWW.CITYOFFORTPIERCE.COM

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FORT PIERCE INSIDER





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10	BUILDING DEPARTMENT		



6th Annual
CITY OF FORT PIERCE

JOB FAIR

JANUARY 28

2021

9AM – 12PM

All veterans receive 8:30 a.m. early entry



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of SERVICE

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PRESENTED BY:



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CareerSource Research Coast is an equal opportunity employer. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. For program funding details in compliance with the Stevens Amendment, please visit [www.careersourcerc.com/program-funding](#).



SANTA COP BRINGS CHRISTMAS

MIKE JACHLES, PUBLIC AFFAIRS MANAGER

Over 150 children from some 60 Fort Pierce families got a head start on Christmas at FPPD's Santa Cop December 18. Families in need were identified by officers for the drive-thru version of this annual event at the police department. Chief Diane Hobley-Burney was joined by the jolly ol' fella in the big red suit and Missus Claus, along with PD volunteers to put smiles on our young neighbors' faces as they handed out big bags of toys and presents. The event would not be possible without community supporters like Elks Lodge #1520, Fort Pierce Yacht Club, Guardian for a New Future, Harbour Isle, High Point Women's Club, Sand Hill Shores, St. Lucie County Toy Run, Walmart Supercenter #973 and a host of anonymous donors.





120 YEARS OF SERVICE RECOGNIZED

Ten police department employees received service awards for a total of 120 combined years of service. Those recognized at the small ceremony included Detective Charles Davis, Records Specialist Jocelyn Gebhardt and Officer Stephen Griffith, who received 25-year Service Awards. Officer Mark Woodruff received his 15-year Service Award, and five-year Service Awards were presented to Officer Peter Berger, Officer Dania Francois-Brown, Chief Diane Hobley-Burney, Deputy Chief Kenny Norris, Officer Sean Patriani and Detective Clermise Smith. Thank you for your service to the City of Fort Pierce.



FRONT PORCH ROLL CALL

Officers Samantha Foster and Clifford Gray were on a call in the middle of December when a nearby neighbor, cleaning out his closet, had a dozen pairs of shoes to find feet for and offered them to the officers. Needless to say, the officers took the donated shoes and the very next day, at a front porch roll call at the square at Avenue D and North 13 Street, found the perfect fit for the shoes. A number of neighbors with needy feet found the shoes were made for walking!

THE PORT OF FORT PIERCE



OUR WORKING WATERFRONT IS OPEN FOR BUSINESS

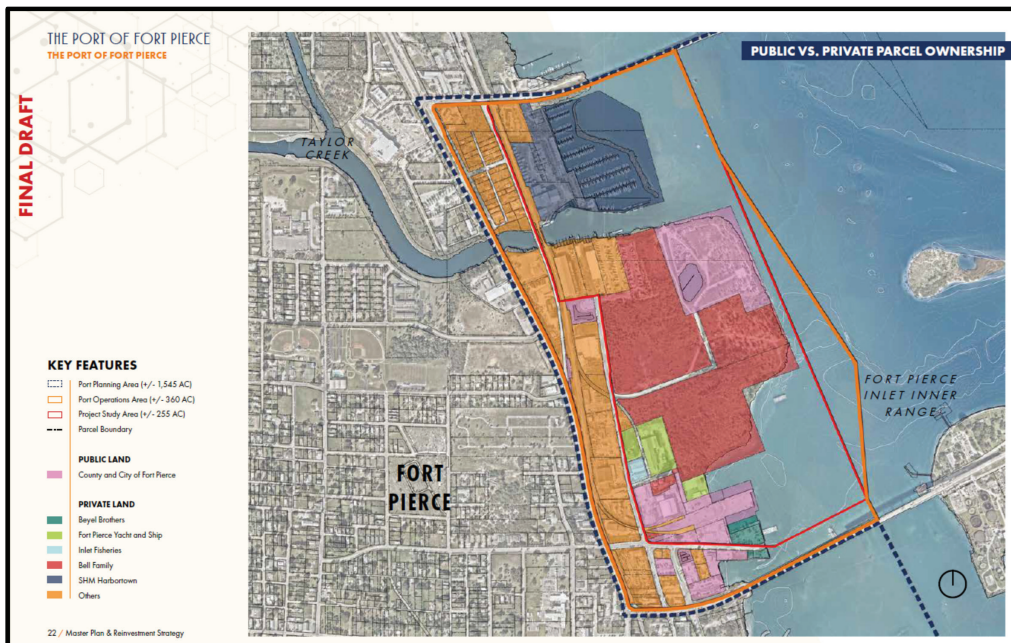
At the December 14, 2020, City Commission Conference Agenda, the Port Master Plan Advisory Committee, which is comprised of members of City, County, and Regional planning staff and outside consultants, convened to present to the Fort Pierce City Commission and the public the draft Master Plan for the Port of Fort Pierce (2020 Plan Update). The Port of Fort Pierce Project Study Area consists of approximately 255 acres of land and water area. The Study Area is bounded by the Intracoastal Waterway (east), Fisherman’s Wharf (south), North 2nd Street and Old Dixie Highway (west), and North Causeway/AIA (north). The Project Study Area includes the new Derecktor Shipyard (ex-Indian River Terminal), a large vacant property in the center of the site owned by the Bell Family, County owned Harbour Pointe Park, and private marina facilities straddling the mouth of Taylor Creek.

The subject 2020 Plan Update for the Port of Fort Pierce establishes a roadmap to achieve a truly diverse working waterfront. The Plan embraces new industries and opportunities aligned with the goals of expanding economic and social benefit to the citizens and businesses found in St. Lucie County and along the Treasure Coast. The Port has been a fixture of the Fort Pierce community since the 1920’s. Establishment of the Fort Pierce Inlet and a small but functional set of docks and transit sheds provided an

important export point for Treasure Coast agricultural products. It also offered a source of employment for residents of the City of Fort Pierce.



Every five (5) years, Florida seaports are required to update their long-range plan to identify and guide port investments to ensure alignment with local comprehensive planning and other regional initiatives. In May 2020, St. Lucie County engaged the consulting team of Atkins and Moffatt & Nichol to explore how best the Port of Fort Pierce should author its next chapter as a unique economic and community asset in the region and the State of Florida. The subject update meets state requirements and builds on the previous work conducted in the previous Port update conducted in 2015.



Public and Private Port Ownership

- Investment in County owned Harbour Pointe Park to emerge as a public marina, boat ramp, and upgraded park; and
- Advancement of a new wharf and surrounding uplands dedicated to support small import/export marine dependent businesses. The current land uses and ownership within the Port area include: *Publicly Owned*

- Fisherman’s Wharf
- Derecktor Shipyard
- Harbour Pointe Park

Privately Owned

- Taylor Creek Marina
- Safe Harbor Harbortown
- Underutilized & Vacant Land

The Port of Fort Pierce 2020 Plan Update has a vision that will lead into the next decade with the recent successful purchase of the 12-acre Indian River Terminal and selection of Derecktor Shipyards, Inc. Derecktor will influence the investment and operation of a mega-yacht maintenance, refit, and overhaul facility. The subject Master Plan Update looks to capitalize on this momentum and explore ways in which this new anchor can be catalytic for other Port investment. A common theme heard throughout the 2020 Plan Update-making process was the Port and its lands, harbor, and channel are an untapped resource. Accompanying this sentiment, however, was often a similar caution that harnessing this resource should be done carefully and ensure protection of community quality of life and the ecology and recreational attributes of Fort Pierce Inlet. The subject 2020 Plan Update seeks to strike this balance.

A variety of options for public and private land to evolve into a diverse working waterfront were explored. Options were prepared, refined and established through active dialogue with the County, City, property owners, agencies, and the public. According to the public outreach portion of the Master Plan, the consultant indicated that the process was challenging due to the COVID-19 Pandemic, however, the conversations about the future of the Port were robust and substantive, utilizing all manners of outreach including: virtual meetings, online surveys, conference calls, and (limited) in person meetings.

The planning result was a multi-faceted vision for the Port that calls for the following:

- Creation of the Treasure Coast’s premier center for yacht, shipbuilding, and related marine repair, overhaul, and maintenance facilities;

The next step in the planning process is to amend the City of Fort Pierce Future Land Use and Zoning Maps to consolidate the entire Port boundaries under a unified land use and create a new zoning district that will allow for the implementation of the Port Master Plan Update.



Images of the Port of Fort Pierce

At the December 14, 2020 Fort Pierce City Commission Conference Agenda, the Commission directed City Planning staff to draft a new zoning district, a Planned Industrial District, that will allow for uses that are compatible with the overall Future Land Use category of Industrial and supports a mix of supported land uses showcased in the Master Plan. As most of the Port is under private ownership, the City of Fort Pierce Planning staff will be working with the private landowners to create this new Planned Industrial District to implement the plan and support both public and private interests. The subject regulations are anticipated to establish, among other requirements, permitted and conditional uses, height restrictions, setbacks, landscaping, public space, and an interconnected network of roadways to accommodate a multimodal transportation network within the confines of the Port of Fort Pierce. The subject regulations will require public input and will be presented to the St. Lucie County Board of County Commissioners with approval by the Fort Pierce City Commission.

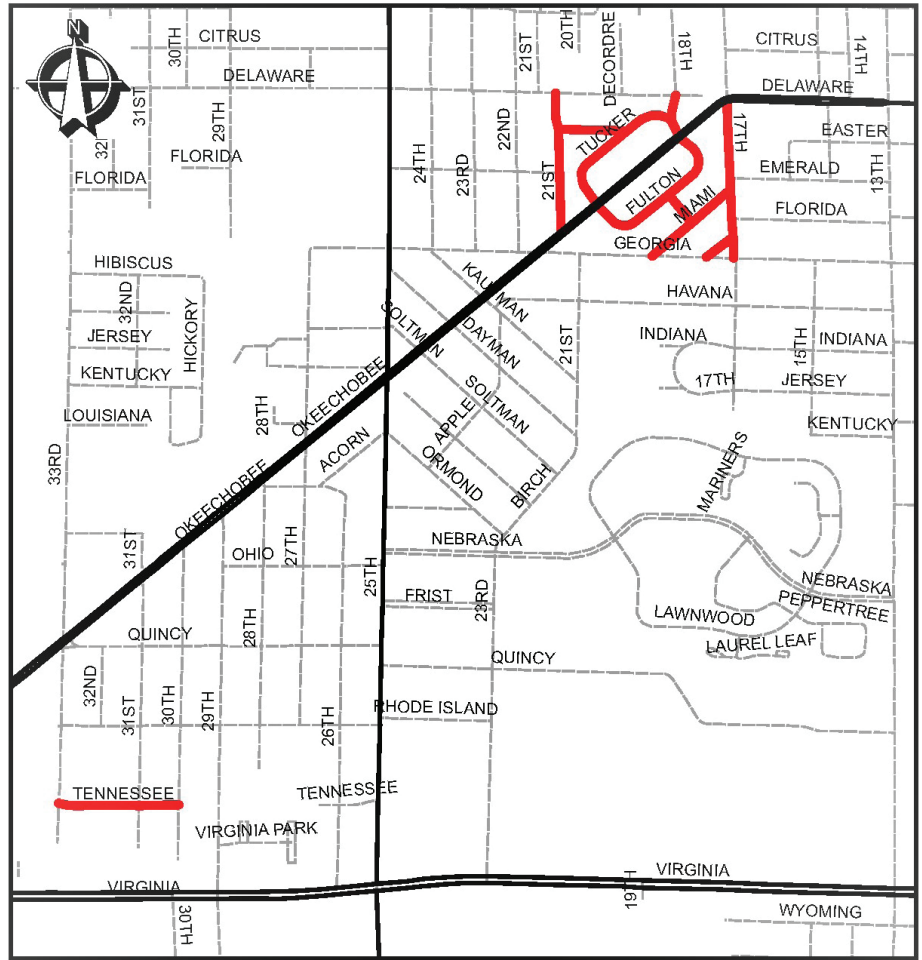
CONSTRUCTION SPOTLIGHT

Half Cent Surtax Funding

The Engineering Department has begun work on preparing the 2020 Annual Report for the Fort Pierce Infrastructure Surtax Citizen Oversight Committee. The mission of the members of the committee is to determine that all Surtax proceeds received by the City of Fort Pierce are being expended in a manner consistent with the requirements of Section 212.055(2), Florida Statutes, and the ballot language approved by the voters of St. Lucie County. The State of Florida, during the first quarter of 2020, cautioned that proceeds from the surtax were estimated to be drastically cut due to the pandemic. Fortunately, this prediction has not proved correct.

Through November of this year, the City has received \$1,753,181.34 in surtax funding, averaging \$159,380 / month. This amount is up 7.43% over last years \$148,360 / month average. Project encumbrances for this year included:

- 17th Street Construction
 - Citrus Overpass Rehabilitation
 - 8th Street Reconstruction
 - Avenue B Reconstruction
 - 2020 Street Resurfacing
- Surtax proceeds used for these projects total \$1,513,769.



Avenue B Reconstruction - 8th to 10th and 10th to 13th Street

Work under this project will be curb & gutter, driveway aprons, drainage improvements, sidewalk and roadway reconstruction. Culpepper has delivered the 80% plan submittal. Engineering has reviewed the submittal and provided comments.

2020 Street Resurfacing

We have started resurfacing in the 17th Street and Delaware Avenue neighborhood. This project includes resurfacing approximately 1.66 miles of streets in the neighborhoods shown below. This section of resurfacing is anticipated to be completed by the second week of January 2021.



6TH ANNUAL

ART SHOW AND FESTIVAL

Highwaymen

HERITAGE TRAIL

SAVE THE DATE

SATURDAY, FEBRUARY 20, 2021

MOORE'S CREEK | 725 AVENUE D | FORT PIERCE

FOR MORE INFO CALL 772.467.3161



The exterior façade of Jaguar Land Rover of the Treasure Coast, located at 4771 S. US HWY 1, is complete, and the interior renovation is nearing completion. This picture was taken shortly after the new signs were installed. Sitework is ongoing, including drainage improvements to alleviate flooding concerns of adjacent properties.

.....

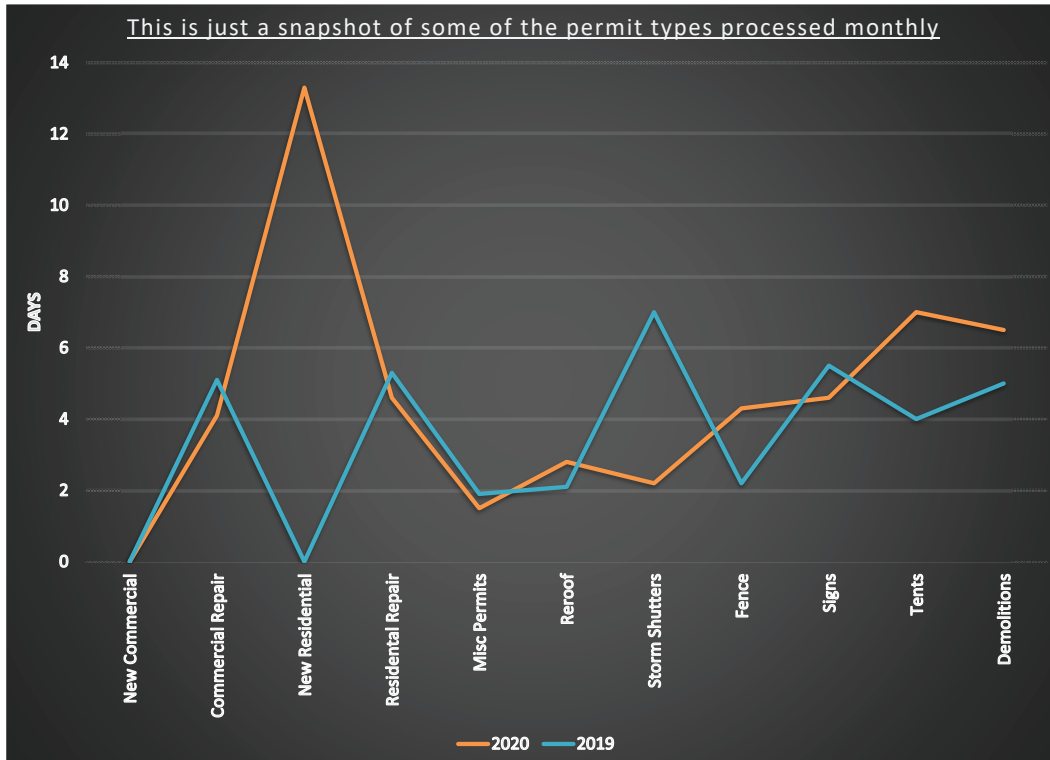


Residential apartments located at 1529 Avenue D have recently started complete interior renovations to include new mechanical, electrical and plumbing systems as well as new drywall. The renovations will bring a fresh new look to the building built in 1954.

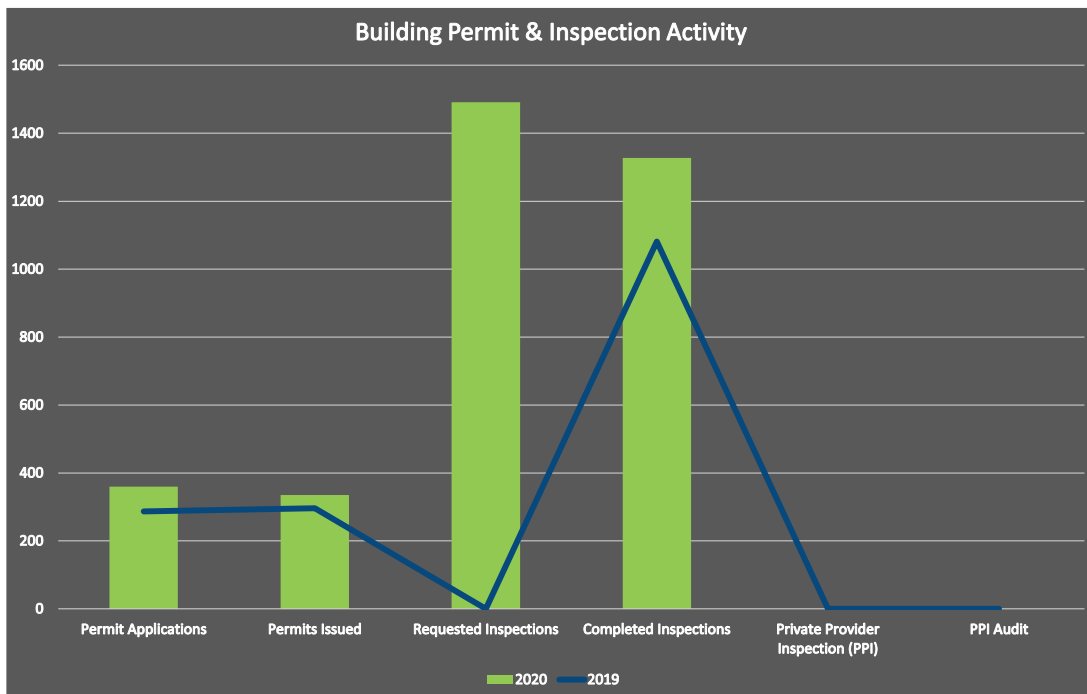
BUILDING CHARTS FOR NOVEMBER 2020

PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



ACTIVITY REPORT





PAUL BERTRAM, PARKS AND GROUNDS MANAGER

The Fort Pierce Public Works Department is winding down our Holiday Season and beginning to plan for an exciting new year of customer service for our citizens and guest of the Beautiful City of Fort Pierce Florida.

Our first goal for the new year 2021 is that all our Public Works Employees start their new year off with three strong priorities.

1. Stay Safe.
2. Stay Busy.
3. Do a Quality Job.

Our next 2021 goal is to continue to provide outstanding customer service to all our citizens.

1. Friendly Quality Service.
2. Respond Promptly.
3. Listen to your concerns.

We would like to thank everyone for all their support this year. Our Team at Public Works know that this has been a tough year for everyone. We want to wish you and yours a very Happy New Year! May the new year fill your heart with all the joy and happiness!





- Every Wednesday | Green Market | Marina Square | 12pm - 6:30pm
- Every Saturday | Jazz Market | Marina Square | 8am – 1pm
- Every Saturday | Downtown Farmers Market | Marina Square | 8am – 12pm
- 1/1/21 Friday Fest – Marina Square 5pm – 9pm
- 1/9/21 Bridge Busters 5K - Veterans Park & S Beach Bridge 6am – 11am

RIVER WALK CENTER SALES REPORT NOVEMBER 2020

CLASSES	\$1,979.96
PARK PERMITS	\$250.00
SPECIAL EVENTS	\$2,410.00
FACILITY	\$3,342.50
TOTAL	\$7,982.46



DANIEL VISCONTI, IHGC MANAGER

Now that 2020 is behind us, we hope you all have had a wonderful holiday season and we look forward to seeing everyone back for a healthy, happy 2021. We wish to thank all of our staff, members and our guests in helping those in need in our community!! Through our annual Thanksgiving Golf Outing and our food drive, we were able to raise \$346 in cash and almost 400 pounds of food for the Treasure Coast Food Bank this year. We also collected over 200 toys for the Toys for Tots program!!!

Mother Nature has certainly been cooperative with us this Fall with a significant amount of rain! With any luck, these conditions will continue as they help us improve the course conditions on an almost daily basis as we focus on the health of the turf on the greens and fairways.

We’ve had a great start to our first three fiscal months of the year which began on October 1st. We are approximately 1,500 rounds and \$20,000 ahead of last year, so we hope for mild temperatures and periodic rain through January, February and March to help us achieve the best conditions during the colder months.

Word of mouth is our greatest form of advertising, so we ask if you’ve played here and enjoyed the changes we’re making, please tell a friend.... or two! If there’s something we can improve upon...tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please “Like” and “Follow Us” on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

INDIAN HILLS SALES REPORT

	10/2020	11/2020
GOLF ROUNDS	3471	2891
GOLF FEES	\$74,830.25	\$67,948.51
RANGE TOKENS	\$626.38	\$1,682.30
MEMBERSHIP PASS	\$4,815.74	\$3,378.95
FOOD & BEVERAGES	\$8,213.82	\$5,675.68
MERCHANDISE	\$4,513.35	\$5,538.63
TOTAL	\$92,999.54	\$84,223.07



Thomas Claud Photography

CITY MARINA FINANCIAL REPORT

	SEPTEMBER	OCTOBER	NOVEMBER
Dockage Reservations	62	108	183
Monthly Dockage	\$132,770.55	\$111,649.16	\$135,162.15
Transient Dockage	\$21,139.18	\$37,591.28	\$60,684.46
Electricity	\$2,071.16	\$3,431.23	\$4,898.99
Retail	\$9,559.39	\$11,508.31	\$11,712.83
Gas Sales	\$26,423.88	\$20,813.56	\$18,794.90
Diesel Sales	\$18,095.04	\$31,808.91	\$56,380.30
TOTALS	\$210,059.20	\$216,802.45	\$287,633.60

GIVING BEGINS WITH ME.

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Tuesday, January 5, 2021

10:00 AM - 3:00 PM

City of Fort Pierce City Hall

All donors will receive a FREE 20 dollar eGift Card, a FREE OneBlood Long-Sleeve T-Shirt, a Free Appetizer coupon courtesy of Carrabba

Appointments are encouraged, please visit www.oneblood.org/donate-now and use sponsor code #10408



LIMITED TIME: DONATING TWICE IS EXTRA NICE!

The challenge is on for whole blood donors! OneBlood has partnered with Carrabba's Italian Grill® to offer all donors who **give two times** between January and April a \$25 Carrabba's eGift Card as a thank you! <http://givelife.io/twice>



ID required. Donors must be at least 16 years old. Those who are 16 years old need parental permission. See website for more details. *One offer per donor, per donation. No cash value. Not-transferable. If you have recently donated, thank you. Please visit us when you are eligible to donate again. Not responsible for lost or stolen gift card. Donor must have successful donation to obtain results. If donor does not have account created in donor portal already, they must provide email address to phlebotomist at the time of registration so account can be created. Donor will receive email post donation with instructions. The same email provided at registration is used to activate donor portal account. Do not present to donate if you have a fever. You must wait at least 14 days before donating if you have been exposed to someone who has or may have COVID-19, have recently been tested and are pending test results for COVID-19 or if you have a confirmed active case of COVID-19.

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Mission Statement

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

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Purchase Order Approvals between \$10,000 and \$50,000 by the City Manager from December 1, 2020 to December 31, 2020

1. Purchase Orders
 - a. Approval to repair and replace the rolling gate and chain link fencing to coincide with access control for the Main Station. Work to be performed by Adron Fence Company not to exceed \$22,696.00.
 - b. Purchase approval for Vermont Systems Inc., Williston, VT for annual maintenance renewal in the amount not to exceed \$14,184.00.
 - c. Approve Blanket Purchase order for the Sunrise Theatre in the Amount not to exceed \$50,000.
 - d. Approval of the 2019 Bulletproof Vest (BVP) Blanket Purchase Order Request to GT Distributors, Austin, TX, in an amount not to exceed \$30,646.36.