

CITY OF FORT PIERCE
CITY COMMISSION AGENDA AMENDED

Regular Meeting - Monday, November 21, 2022 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER** - Sean Carr with Fort Pierce First Church of the Nazarene

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

6. **PROCLAMATIONS**
 - a. Hospice and Palliative Care Month Proclamation

 - b. Special Presentation to Commissioner Thomas K. Perona

7. **LETTERS TO COMMISSION**
 - a. Letter from Patrice Ann Adams in recognition of Officer Nicholas Nothof's protection and service to the people in the community.

 - b. Voice message from Nick Bradley expressing his appreciation for Public Works Department employee Ricard Adam's assistance when he was in need of aid.

 - c. Comments from the City's Facebook page acknowledging Communication Specialist Joe Sweat's phenomenal job of keeping residents informed about Hurricane Nicole.

- d. Email from Melanie Wildrick, Admin Specialist with FPL St. Lucie Service Center, commending Jimmy Lee White, Equipment Operator III with Public Works Department for his integrity and willingness to offer assistance.
- e. Email from June Eliassaint, New Home Specialist with Express Homes, complimenting the dedicated employees of the Building/Permitting Department for their assistance in the construction of homes for more than eighty families in the City of Fort Pierce.
- f. Letter of appreciation from FDLE, Orlando Regional Protective Operations for Fort Pierce Police Department personnel's professionalism and integrity, as well as their readiness to assist wherever required, during the Gubernatorial Debate at the Sunrise Theatre.

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

9. **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.

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

- a. Authorization to terminate Fisherman's Wharf Bulkhead Boat Ramp and Basin (Phase I) Project Agreement with St. Lucie County
- b. Approval of First Amendment to Amended and Restated Agreement for Development of King's Landing
- c. Amended 2019 DEO Grant Funding Agreement for Approval and Signature extending the expenditure period through June 30, 2023.

- d. Approval to piggyback HGAC Contract No.: GR01-20 HGACBUY Grounds Facilities & Parks Maintenance for the purchase of six (6) Dixie Chopper Mowers from High Performance Mowchines, Port St. Lucie, FL in an amount not to exceed \$65,952.00.
- e. Approval to piggyback Sourcewell Contract #093021-ELG for the purchase of an Elgin Broom Streets Sweeper from Environmental Products Group, Inc., Apopka, FL , in an amount not to exceed \$320,484.45.
- f. Approval of Interlocal Agreement between the City of Fort Pierce and St. Lucie County for Cost Share Relating to a Housing Needs Assessment and Implementation Plan for the amount not to exceed \$50,000.

12. **PUBLIC HEARINGS**

13. **CITY COMMISSION**

- a. Resolution 22-R44 Accepting the Returns from the November 8, 2022 General Election.
- b. Resolution 22-R45 Appointing John Heaning to the City of Fort Pierce Planning Board as Mayor Hudson's appointee.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

- a. Report

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 - 5:05 pm

6. a.

Meeting Date: 11/21/2022

Re: Hospice and Palliative Care Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Hospice and Palliative Care Month Proclamation

Attachments

Hospice and Palliative

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/16/2022 01:42 PM
Form Started By: Latoya Ransom		Started On: 11/03/2022 09:08 AM
Final Approval Date: 11/16/2022		



CITY OF FORT PIERCE, FLORIDA



PROCLAMATION

WHEREAS, Medicare's first proven coordinated care model, hospice is a program that works offering person-centered, compassionate care, ensuring people dignity, choice and quality of life, and

WHEREAS, the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care, and

WHEREAS, beyond providing physical treatment, hospice attends to the patient's emotional, spiritual and family needs, and provides family services like respite care and grief counseling, and

WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want, and

WHEREAS, Treasure Coast Hospice has cared for our communities since 1982, delivering compassionate, caring, expert and professional Hospice and Grief Support Services to patients and families at the end of life.

WHEREAS, celebrating its 40th Anniversary this year, Treasure Coast Hospice now serves more than 4,000 patients annually, providing holistic patient-centered care and comfort to patients and families in Martin, St. Lucie and Okeechobee counties.

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

Hospice and Palliative Care Month

in the City of Fort Pierce and encourage our citizens to learn more about hospice and palliative care at the end of life and try to help as the can.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 21st day of November 2022.

MAYOR/COMMISSIONER



City Commission Regular Meeting - 5:05 pm

6. b.

Meeting Date: 11/21/2022

Re:

SUBJECT:

Special Presentation to Commissioner Thomas K. Perona

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Perona, Tom

Form Review

Form Started By: Linda Cox

Started On: 11/08/2022 03:31 PM

Final Approval Date: 11/08/2022



CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, Commissioner Thomas K. “Tom” Perona attended Indian River State College, earned his Bachelor of Arts in Business Management at the University of St. Thomas, St. Paul, Minnesota and he graduated from the General Motors Institute for Dealer Development in Flint, Michigan. Commissioner Perona has been a resident of St. Lucie County since 1972 and has a long history of dedicated service to various boards and committees since that time;

WHEREAS, Tom has been an owner, manager and partner in several businesses during his time in St. Lucie County. Tom is married to his lovely wife Kathy, has four grown children, 4 beloved grandchildren with one on the way; he loves marathon training and competing, swimming, cycling and kayaking in his spare time; and

WHEREAS, Tom was elected as a City Commissioner District 2 for the City of Fort Pierce in 2010. Prior to his election, he served eight years on the Fort Pierce Utilities Authority. His service has also included the following Boards: St. Lucie County Fire District, Fort Pierce Parking Committee, Lincoln Park Main Street, Sunrise Theatre Advisory Board, Fort Pierce Retirement Board, Treasure Coast Education, Research, and Development Authority, Florida Municipal Power Association, Roundtable of SLC, and Treasure Coast Regional Planning Council. In addition to government boards, he has also served on the Dale Cassens School Advisory Board, Kid’s Crossing Park Board Member and Foreman in both 1993 and 2013, the St. Lucie County Chamber of Commerce, Fort Pierce Civil Service Appeals Board, Parks Committee; Fort Pierce Landlord Association and the American Cancer Society of St. Lucie County; and

WHEREAS, Most recently, Tom served as the project director for the Community Build All Needs All Access Playground at Jaycee Park as a member of the Fort Pierce Sunrise Kiwanis Club; raising funds, coordinating volunteers and being onsite throughout this monumental project; and

WHEREAS, during his service as a City Commissioner, Tom is most proud of the city’s growth and economic prosperity which he links to the vision, implementation and accountability to the City’s Strategic Plan; transforming the City’ image regarding transparency, crime and safety and the accessibility to elected officials; his advocacy for animals and the city’s TNVR and Spay and Neuter programs; and the overall commitment of the city to work cohesively and respectfully with each other and our surrounding community partners; and

WHEREAS, Commissioner Perona chose to retire from elected office in 2022 after 12 years of faithful, dedicated service to the City of Fort Pierce.

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

Commissioner Thomas K. “Tom” Perona

in appreciation and recognition of his many years of honorable and dedicated service to the City of Fort Pierce.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 21st day of November, 2022.

MAYOR/COMMISSIONER



City Commission Regular Meeting - 5:05 pm

7. a.

Meeting Date: 11/21/2022

Re: Letter from Patrice Ann Adams

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Patrice Ann Adams in recognition of Officer Nicholas Nothof's protection and service to the people in the community.

Attachments

Letter from Patrice Ann Adams

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2022 07:14 AM
City Manager	Nick Mimms	11/14/2022 07:15 AM
Form Started By: Jennifer Robinson		Started On: 11/13/2022 07:50 PM
Final Approval Date: 11/14/2022		

November 1, 2022

Patrice Adams
112 Delgado Drive
Fort Pierce, FL 34947

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

Re: Officer N. Nothhof
Badge: 9040

I am an active senior citizen in the community. Officer N. Nothhof drove up on a vehicle stalled at a stop sign interrupting traffic flow on North 13th Street and Avenue O. He approached my car calmly, so I reciprocated his behavior and explained the car was disabled. As a result, he offered his service to assist me by pushing the vehicle out of the path of drivers approaching the intersection.

He never knew how much it relieved the distress that morning while transporting customers to their destination. He measured up to the words to protect and serve the people in the community, and I appreciate his work ethics. He never hesitated to help. Quite impressive.

Ms. Patrice Ann,

RECEIVED
NOV 08 2022
CHIEFS OFFICE/FPPD

City Commission Regular Meeting - 5:05 pm

7. b.

Meeting Date: 11/21/2022

Re: Voice Message from Nick Bradley

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Voice message from Nick Bradley expressing his appreciation for Public Works Department employee Ricard Adam's assistance when he was in need of aid.

Attachments

Voice Message Transcription

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2022 07:14 AM
City Manager	Nick Mimms	11/14/2022 07:15 AM
Form Started By: Jennifer Robinson		Started On: 11/13/2022 07:41 PM
Final Approval Date: 11/14/2022		

Voice Message from Nick Bradley

Received November 10, 2022

Mr. Avery this is Nick Bradley here in town in Fort Pierce. I just want to let you know that I happened to catch one of your guys coming down the street.

I've been having a lot of trouble getting hold of the utility authority. I flagged him and he pulled over and he got 'em on the phone and let me talk to 'em.

He did a great job. His name is Ricard Adams. Nice guy. Good to see y'all. Got some good employees. If you see him, tell him. I really appreciate it. Thank you.

City Commission Regular Meeting - 5:05 pm

7. c.

Meeting Date: 11/21/2022

Re: Facebook Comments

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Comments from the City's Facebook page acknowledging Communication Specialist Joe Sweat's phenomenal job of keeping residents informed about Hurricane Nicole.

Attachments

Social Media

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2022 07:14 AM
City Manager	Nick Mimms	11/14/2022 07:15 AM
Form Started By: Jennifer Robinson		Started On: 11/13/2022 07:35 PM
Final Approval Date: 11/14/2022		



You, Amanda Alley and 8 others

8 Shares

All comments ▾



💎 Top fan

Angela Hamilton

City of Fort Pierce has done a phenomenal job of keeping us updated through this storm. I've lived in many cities, but this is the best city Facebook page I've been a part of. Thank you, whoever is taking the time to write these posts! 😊

9m Like Reply

8



David Anderson

Thank you for all of the updates. Now go get some rest.

1m Like Reply



Milissa Kammeraad Murray

Thank you...we did good 👍😊

2m Like Reply

💎 You are commenting as a top fan!

Manage badge



Write a comment...



Home



Marketplace



Friends



News



Notifications



Menu

City Commission Regular Meeting - 5:05 pm

7. d.

Meeting Date: 11/21/2022

Re: Email from Melanie Wildrick

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Melanie Wildrick, Admin Specialist with FPL St. Lucie Service Center, commending Jimmy Lee White, Equipment Operator III with Public Works Department for his integrity and willingness to offer assistance.

Attachments

Email from Melanie Wildrick

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2022 07:14 AM
City Manager	Nick Mimms	11/14/2022 07:15 AM
Form Started By: Jennifer Robinson		Started On: 11/13/2022 07:27 PM
Final Approval Date: 11/14/2022		

From: Wildrick, Melanie <Melanie.Wildrick@fpl.com>
Sent: Thursday, November 10, 2022 8:41 AM
To: Kevin Browning <kbrowning@cityoffortpierce.com>
Subject: JIMMY LEE WHITE

Good morning,

I wanted to take a moment to tell you what a great employee the City of Fort Pierce has with Jimmy Lee White. I met Jimmy this morning while I was grabbing food for our linemen. We had a very pleasant conversation. Jimmy then offered to help me with all the bags I had to carry. It's not everyday that you meet someone with such kindness and integrity. It made my day. Thank you.

Melanie Wildrick

Admin Specialist

St. Lucie Service Center

772-337-7024 (office) or 772-203-7296 (cell)

Email: Melanie.Wildrick@FPL.com

Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Lead Ben Richardson 561-374-4288 or email Ben.Richardson@FPL.com

Visit the new FPL Project Portal at FPL.com/construction to manage your FPL residential and commercial construction projects including milestones.

"Real Integrity is doing the right thing, knowing that nobody is going to know whether you did it or not."



City Commission Regular Meeting - 5:05 pm

7. e.

Meeting Date: 11/21/2022

Re: Email from June Eliassaint

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from June Eliassaint, New Home Specialist with Express Homes, complimenting the dedicated employees of the Building/Permitting Department for their assistance in the construction of homes for more than eighty families in the City of Fort Pierce.

Attachments

Email from June Eliassaint

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/09/2022 06:13 PM
City Manager	Nick Mimms	11/09/2022 06:13 PM
Form Started By: Jennifer Robinson		Started On: 11/09/2022 02:35 PM
Final Approval Date: 11/09/2022		

From: June Eliassaint <JERaymond@drhorton.com>

Sent: Friday, October 28, 2022 4:56:23 PM

To: Nick Mimms <nmimms@cityoffortpierce.com>

Cc: Greg Hamblin <GTHamblin@drhorton.com>; Alex Robertson <APRobertson@drhorton.com>; Katrina Ann Price <KPrice@drhorton.com>

Subject: Compliment to the City of Fort Pierce Building/Permitting Department

Hello Mr. Mimms,

It is with great pleasure that we get to write to you and give our compliments to the hardworking women and man of the building and permitting departments in the City (my hometown).

The impact of their responsiveness has allowed more than eighty new families to call Fort Pierce home in a little than over one years' time. Moreover, dozens of families that would have been priced out of their homes due to the increasing interest rates were able to avoid losing their homes.

Looking back on what we were able to accomplish in such a small amount of time still amazes us and we attribute this the partnership that those departments have built with us. The benefits of our partnership with these departments are too many to name here however, suffice it to say that delivering new construction homes to code has been a truly professional experience with your team.

We look forward to bring many more new residents to the area in the future with your continued cooperation.

Thank you all for all that you do!



June Eliassaint
New Home Specialist

Express Homes | A D.R. Horton Company
5309 Fantasy Drive, Fort Pierce, FL 34947
m: 772.708.8183

America's #1 Home Builder Since 2002 | drhorton.com/express

D.R. Horton is an Equal Housing Opportunity Builder. Unless this email is in response to your previous communications with D.R. Horton, it is an advertisement or solicitation. If you are a resident of the European Economic Area, we are providing this information pursuant to your previous communications with us, and we processed the personal information received in those prior communications to send this email. You may **UNSUBSCRIBE** at any time from commercial advertising emails from D.R. Horton, Inc. and its integrated affiliates. Please do not reply to this email to unsubscribe. For more information about us, to view our privacy policy, or to exercise your privacy choices regarding the processing of your personal information, go to www.drhorton.com. You may contact us at 888-559-2763, PrivacyManager@drhorton.com, or D.R. Horton, Inc., Attn: Privacy, 1341 Horton Circle, Arlington, TX 76011. If you write to us, please include your email address.

City Commission Regular Meeting - 5:05 pm

7. f.

Meeting Date: 11/21/2022

Re: Letter of Appreciation from FDLE

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter of appreciation from FDLE, Orlando Regional Protective Operations for Fort Pierce Police Department personnel's professionalism and integrity, as well as their readiness to assist wherever required, during the Gubernatorial Debate at the Sunrise Theatre.

Attachments

Letter of Appreciation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/09/2022 06:13 PM
City Manager	Nick Mimms	11/09/2022 06:13 PM
Form Started By: Jennifer Robinson		Started On: 11/09/2022 12:09 PM
Final Approval Date: 11/09/2022		

Deputy Chief K. Norris,

Each of us with the Florida Department of Law Enforcement, Orlando Regional Protective Operations, want to pass along our sincere appreciation of your agency's willingness to help out whenever there is a need. It's that kind of flexibility and dedication that continues to aid in our operational details remaining successful.

At the event on October 24, 2022, *{Gubernatorial Debate at the Sunrise Theater}* Acting Lieutenant David Cuti oversaw the operation that included multiple Fort Pierce Police Department personnel assigned. Acting Lieutenant Cuti and all of the Fort Pierce Police Department personnel present represented the Fort Pierce Police Department with the utmost professionalism and integrity, displaying a willingness to assist wherever they were needed. Please pass along our many thanks to all of them.

Lieutenant J. Gagliano (7010)
Acting Lieutenant D. Cuti (7024)
Sergeant D. Combe (8633)
Sergeant C. Guadagno (4925)
Sergeant C. Donnon (8075)
Sergeant J. Fasanello (8392)
Officer J. Maldonado (8370)
Officer D. Spotts (8188)
Detective P. Cunzo (8476)
Detective R. Sarmiento (8099)
Officer C. Miklosh (8811)
Detective A. Quiles (8671)
Detective K. Davis (8696)
Detective D. Partridge (8957)
Detective A. Garcia (7091)
Detective J. Gullet (8600)
Detective M. Frazier (8632)
Detective B. Gonzalez (8853)
Detective J. Ward (8759)
Detective J. Alvarez (8662)
Officer N. Nothof (9040)
Detective T. Carter (8885)
Detective D. Francois (8711)
Detective J. Love (8787)
Detective C. Montano (8815)
Officer K. Lawrence (8788)
Detective E. Saintilien (8391)

Detective K. Mohamed (8659)
Officer J. Goz (8625)
Officer V. Torres (8956)
Officer T. Thervil (9013)
Officer M. Ortiz (7090)
Officer S. Griffith (4837)
Officer S. Ried (8849)
Officer J. Lalima (8661)
Officer P. Berger (8709)
Officer G. Montgomery (4919)
Detective L. Quintao (8366)
Officer F. Zamora (8695)

Respectively,

FDLE, Orlando Regional
Protective Operations

City Commission Regular Meeting - 5:05 pm

11. a.

Meeting Date: 11/21/2022

Re: Fisherman's Wharf Bulkhead Boat Ramp and Basin Project Agreement

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Authorization to terminate Fisherman's Wharf Bulkhead Boat Ramp and Basin (Phase I) Project Agreement with St. Lucie County

SUMMARY:

In order to cure title objections raised by the developer of Fisherman's Wharf, the current project agreement with St. Lucie County must be terminated. Section 4 of the agreement allows either party to terminate without cause giving ninety (90) days written notice.

RECOMMENDATION:

Approve Termination

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Tanya Earley, City Attorney

Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Nicholas C. Mimms, City Manager

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Title Objections

Fisherman's Wharf Bulkhead Boat Ramp and Basin (Phase 1) Project Agreement

Form Review

Inbox

City Manager

City Manager

Form Started By: Shyanne Harnage

Final Approval Date: 11/08/2022

Reviewed By

Nick Mimms

Nick Mimms

Date

11/08/2022 02:56 PM

11/08/2022 03:00 PM

Started On: 11/02/2022 09:42 AM

DEAN MEAD

ATTORNEYS AT LAW

Dean, Mead, Minton & Moore
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Fort Pierce, FL 34947

(772) 464-7700
(772) 464-7877 Fax
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Fort Pierce
Tallahassee
Viera/Melbourne
Vero Beach

W. LEE DOBBINS
772-462-6715
LDobbins@deanmead.com

October 28, 2021

VIA EMAIL: NMIMMS@CITY-FTPIERCE.COM AND HAND DELIVERY

City of Fort Pierce
City Hall
100 N. U.S. Highway 1
Fort Pierce, FL 34950
Attn.: City Manager

Re: Agreement for Purchase and Development of Fisherman's Wharf between Pierce 1 Marina, LLC ("Pierce 1"), the City of Fort Pierce (the "City") and the Fort Pierce Redevelopment Agency ("FPRA") dated August 16, 2021

Dear Mr. Mimms:

As you know, this law firm represents Pierce 1 Marina, LLC with respect to the above referenced Agreement (the "Agreement"). Enclosed is a copy of Old Republic Title Insurance Commitment No. 21133524 (the "Title Commitment"), committing to ensure Pierce 1 with respect to the conveyance of land contemplated by the Agreement. PDF copies of all of the title documents referenced in the title commitment are included with a copy of this letter being sent to you via email. I am sending you this letter on behalf of Pierce 1 to provide you with written notice of title objections, in accordance with the requirements of Paragraph 6 of the Agreement. Pierce 1's title objections are as follows:

1. Schedule B-II, No. 7 references Deed No. 20808 by the Trustees of the Internal Improvement Fund of Florida recorded in Deed Book 196, Page 285. This deed contains a right of reverter stating that the Grantee or its successors and assigns "shall never sell or convey or lease the above-described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes."

.....
A Member of ALFA International - The Global Legal Network

The deed also states that any violation of this condition “shall render this deed null and void and the above-described lands, shall in such event, revert to the Grantors or their successors”. A release of this right of reverter from the Trustees of the Internal Improvement Fund of the State of Florida, satisfactory to the title company, must be obtained by the City and recorded in the Public Records.

2. Schedule B-II, No. 18 references the Fisherman’s Wharf Bulkhead Boat Ramp and Basin (Phase 1) Project Agreement recorded in Official Records Book 4131, Page 2060. This agreement states that the County received grant funding from FIND for bulkhead design and construction on the property. It also states that the City, County and FPRA agree to dedicate the property as “an outdoor recreation area for the use and benefit of the general public” for minimum period of 25 years. A release or termination of this agreement, satisfactory to the title company, must be obtained by the City and FPRA and recorded in the Public Records.
3. Pierce 1 will have their surveyor plot the various easements and other applicable documents referenced in the title commitment. Pierce 1 reserves the right to make additional objections to any title or survey defects revealed by the survey.

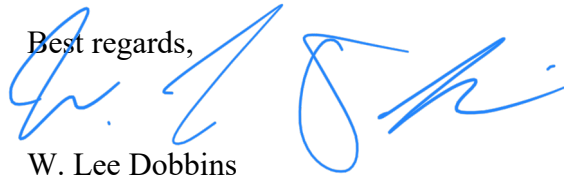
In addition to the foregoing title objections, the City and FPRA will be required to comply with all Schedule B-I requirements set forth in the title commitment, which require action by either the City or FPRA. These items will need to be satisfied at or before closing, to the satisfaction of the title company, in order for the City and FPRA to convey marketable fee simple title at closing to Pierce 1. Pierce 1 reserves the right to object to any such B-I requirements that are not satisfied at or before closing. In particular, I would like to bring the following item to your attention:

1. Schedule B-I No. 5 references a Lease Agreement (also referenced in Schedule B-II, No. 10) between the City of Fort Pierce and St. Lucie County for Veterans Memorial Park, which encumbers a portion of the property (the “Lease”). We have been provided with a copy of a letter dated October 24, 2008 from then City Manager David Recor to then County Administrator Doug Anderson, giving notice that this Lease would be terminated effective November 14, 2008, pursuant to the terms of the Lease, due to the County vacating the leased property. However, no documentation of the termination of this Lease was recorded in the Public Records. An authorized officer of the City will be required to sign an Affidavit at or before closing confirming that the Lease was terminated, to be recorded in the Public Records.

Letter to Nick Mimms
October 28, 2021
Page 3

After you have had the opportunity to review the foregoing, if you have any questions, please contact me to discuss these items further. Thank you.

Best regards,



W. Lee Dobbins

WLD:acr

cc: Fort Pierce Redevelopment Agency, Attn. Fort Pierce Redevelopment Agency Director, via hand delivery
Tanya M. Earley, City Attorney, via email tearley@cityoffortpierce.com,
Shyanne Harnage, City Economic Development Manager, via email sharnage@cityoffortpierce.com
Christopher Shelli, Manager of Pierce 1 Marina, LLC, via email info@fortchristophers.com

C18-05-329

**FISHERMAN'S WHARF BULKHEAD
BOAT RAMP AND BASIN
(PHASE 1) PROJECT AGREEMENT**

THIS PROJECT AGREEMENT is made and entered into this 19 day of December, 2017, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "City") the **FORT PIERCE REDEVELOPMENT AGENCY** (the "Agency") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County").

STATEMENTS OF INTENT

WHEREAS, the City and the County entered into an Interlocal Agreement on November 17, 2015 providing for cooperation between the parties in the development of the Port of Fort Pierce; and,

WHEREAS, the November 17, 2015 Interlocal Agreement provides that the parties may enter into an agreement for a specific project and attach the project agreement as an amendment to the Interlocal Agreement; and,

WHEREAS, the State of Florida Department of Transportation ("FDOT") hired a consultant, TranSystems to develop a conceptual plan for the development of Fisherman's Wharf at the Port of Fort Pierce; and,

WHEREAS, TranSystems presented the Conceptual Plan including three options to the governing bodies of the City and the County on May 15, 2015; and,

WHEREAS, in December 2016 the County received funding from the Florida Inland Navigation District (FIND) to develop a bulkhead design and submit a dredging permit for the Fisherman's Wharf Drainage Basin the location of which is depicted in a map attached as Exhibit "A"; and,

WHEREAS, the County has initiated the bulkhead design and obtained an FDEP permit; and,

WHEREAS, the County has applied for and received a grant from FIND to construct the Project; and,

WHEREAS, the FIND grant conditions require the owners of parcels benefitting from the proposed Project to agree that the Project Site will be dedicated to public use for a minimum period of twenty-five (25) years from the completion of the project; and,

WHEREAS, the County, the City and the Agency own property that will benefit from the improvements; and,

WHEREAS, the City, the Agency and the County desire to enter into a Project Agreement to satisfy

the FIND grant conditions needed to construct the bulkhead and dredging improvements to the Fisherman's Wharf Basin (the "Project").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the County agrees as follows:

1. The City, the Agency and the County shall coordinate their efforts through their respective Project Managers. The County's Project Manager is Port Engineer Kyle Croce, P.E. at (772) 462-1491.

2. CONSTRUCTION OF BULKHEAD AND DREDGING IMPROVEMENTS - COOPERATION AND GRANT CONDITIONS:

The parties agree to cooperate in the construction of bulkhead and dredging improvements at Fisherman's Wharf as depicted in Exhibit "A" as follows:

- a. The parties agree to comply with the site dedication requirement set out in Exhibit "B" within thirty (30) days after completion of the Project.

3. SUBSEQUENT PHASES – IMPLEMENTATION OF THE CONCEPTUAL PLAN:

The parties agree to cooperate in implementing subsequent phases of the Conceptual Plan including future projects until completed.

4. TERMINATION

Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party. Termination of this Agreement shall not operate to terminate the site dedication referenced in Paragraph 2.

5. WHOLE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6. AMENDMENTS

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of Circuit Court of St. Lucie County, Florida.

7. NOTICES

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

Fort Pierce City Manager
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

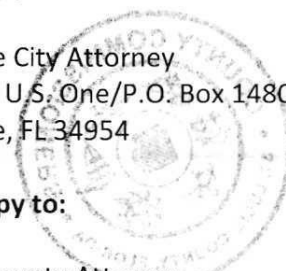
Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

With a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982



ATTEST:

Andrew W. Cox
Clerk

CITY OF FORT PIERCE, FLORIDA

BY: *Linda Hudson*
Mayor

Date: 5/19/18

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: *[Signature]*
City Attorney

ATTEST:

Betty J
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

BY: Frankie Hutchinson
Chairman

Date: 5/1/18

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
County Attorney

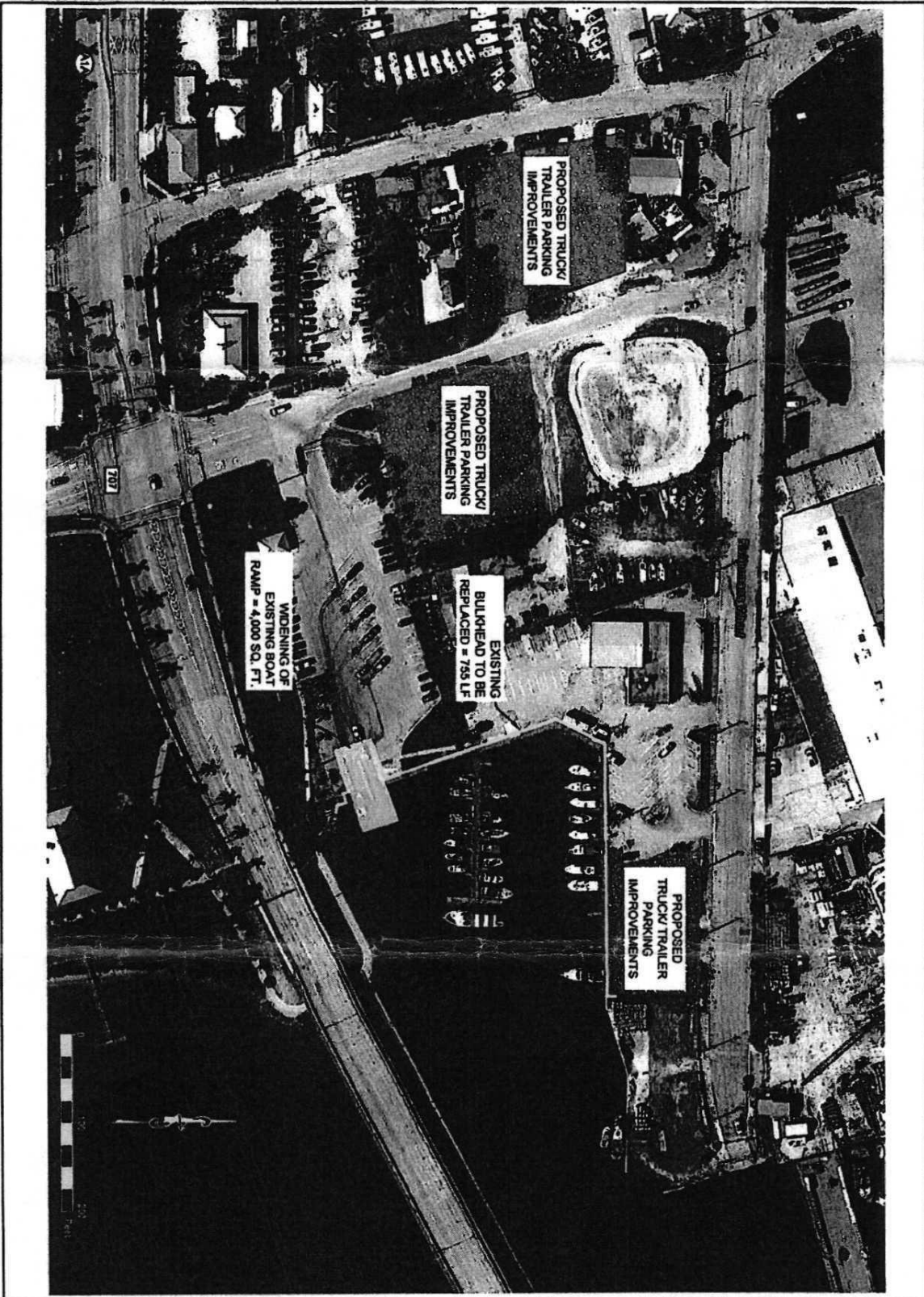
FORT PIERCE REDEVELOPMENT AGENCY



BY: Linda Hudson
Mayor

Date: 2/20/18

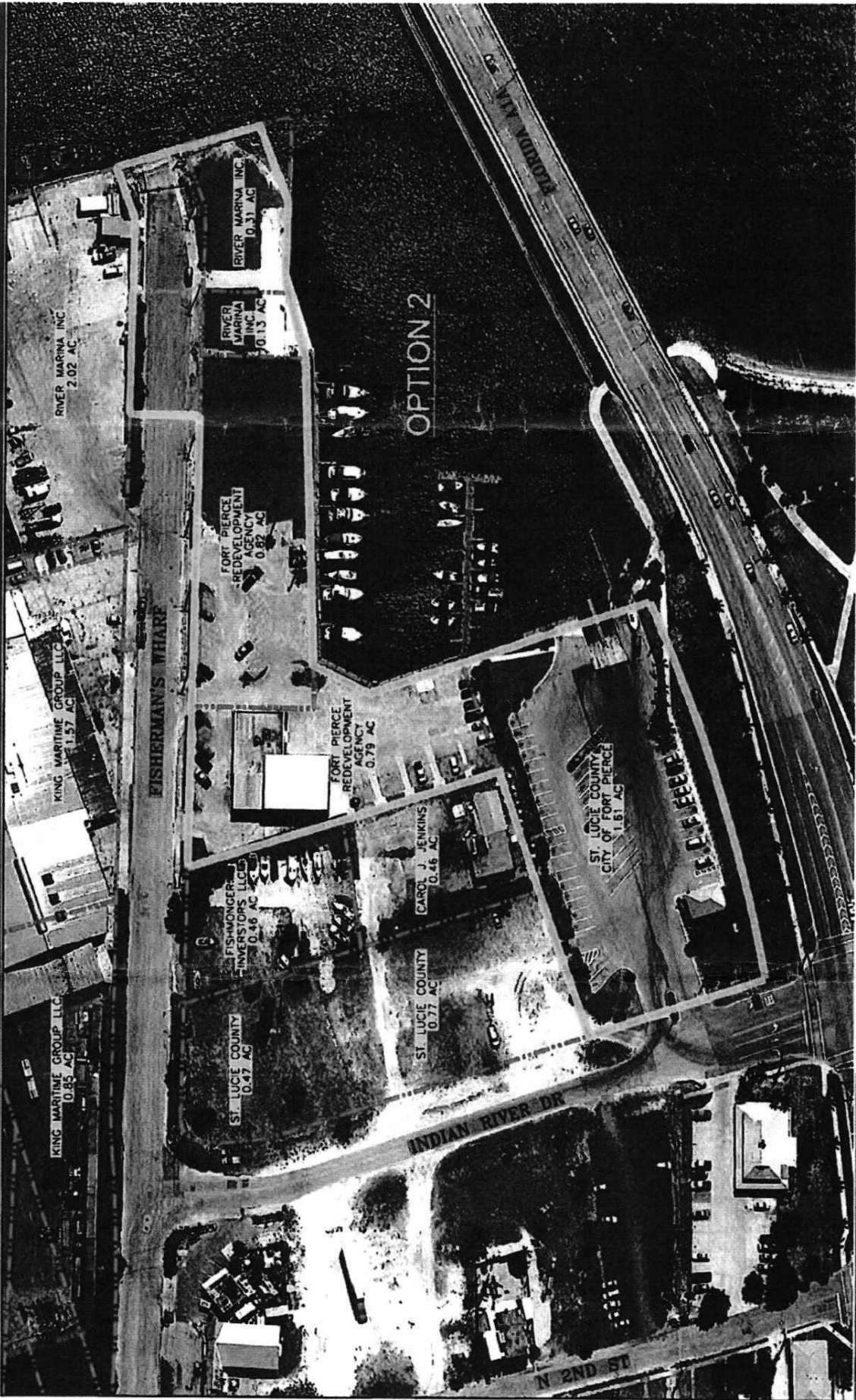
EXHIBIT A

Drawing Name: Z:\DMC\PROPOSALS\Local County\fisherman Wharf - FND 2010\Conceptual\DMC\Sheet\Sheet 3.dwg By: Allame Top Layout: 3/20/2011



 <p>ST. LUCIE COUNTY BOCC 200 WINDY HILL AVENUE FORT MYERS, FL 33909</p>	<p>Dredging & Marine Consultants</p>  <p>DMC ENGINEERS • SCIENTISTS</p>	<p>4643 S. Cyclo Maria Blvd Unit 302 P.O. Box 200 Port Orange, FL 32129 Phone: (386) 384-6285 Fax: (386) 304-9598 www.dmc2000.com</p>	PROJECT NAME	FISHERMAN'S WHARF CONCEPTUAL		DRAWING NO.			
			CLIENT:	ST. LUCIE COUNTY		DMC JOB NO.			
			<p>1" = 100' HORIZONTAL 1" = 10' VERTICAL</p>	<p>APPROVED: [Signature]</p>	<p>DATE: 3-20-2011</p>	<p>SCALE AS SHOWN</p>	<p>SHEET NO.</p>		

Development Option 2



FDOT District Four



EXHIBIT B

FLORIDA INLAND NAVIGATION DISTRICT

SITE DEDICATION - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years prior to or immediately following completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

Draft Language Site Dedication

The Property identified in the Project Agreement Project # _____ has been acquired or developed by the project sponsor with financial assistance provided by the Florida Inland Navigation District (FIND) in accordance with Program statutes. Pursuant to requirements of that rule, land already owned and then developed or land acquired by the project sponsor with grant assistance shall be dedicated in an outdoor recreation area for the use and benefit of the general public. Leased land developed by the project sponsor with program assistance shall be dedicated as an outdoor recreation area for the general public for a minimum of twenty-five (25) years after completion of development. If the project sponsor should convert any part of the project area or the facilities thereon, whether acquired or developed with grant assistance, to other than FIND approved recreational uses, the project sponsor shall replace the area and facilities at its own expense with FIND approved project of comparable or greater scope and quality. In lieu of such replacement, FIND may require return of grant funds disbursed to the project sponsor.

I certify that copies of the Notice of Limitation of Use/Site Dedication form, project agreement and project boundary map have been filed in the County Courthouse with the deed to the property on which the following grant is located:

FIND Project Name and Number

Signature of Liaison Agent

Typed Name and Title

Date

City Commission Regular Meeting - 5:05 pm

11. b.

Meeting Date: 11/21/2022

Re: King's Landing Amendment

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

SUBJECT:

Approval of First Amendment to Amended and Restated Agreement for Development of King's Landing

SUMMARY:

The First Amendment to the Amended and Restated Agreement for the Development of King's Landing extends certain deadlines related to the Development Timeline as well as revises the Tax Increment Revenue incentives for the hotel parcel. This amendment was approved by the Fort Pierce Redevelopment Agency Board on November 8, 2022.

RECOMMENDATION:

Approve First Amendment to Amended and Restated Agreement

ALTERNATIVES:

Deny First Amendment to Amended and Restated Agreement

RESPONSIBLE STAFF:

Shyanne Harange, Economic Development Manager

COORDINATED WITH:

Nicholas Mimms, City Manager

Tanya Earley, City Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

First Amendment to Amended and Restated Agreement for Development of King's Landing

Economic Impact Analysis of King's Landing Hotel Project

Economic Impact Analysis of King's Landing

King's Landing Amended Development Timeline

Form Review

Inbox

City Manager

Reviewed By

Nick Mimms

Date

11/09/2022 06:14 PM

City Manager Nick Mimms
Form Started By: Shyanne Harnage
Final Approval Date: 11/09/2022

11/09/2022 06:14 PM
Started On: 11/09/2022 08:05 AM

**FIRST AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
FOR DEVELOPMENT OF KING'S LANDING**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this ____ day of _____, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.
2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.
3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

- a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.
 - b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.
 - c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.
4. Adjustments to Exhibit "F". The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.
5. Economic Development Incentives. Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:
13. Tax Increment Financing and Other Incentives. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.
- a. The Hotel Parcel. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in Exhibit "I", attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the \$200,000.00 annual limit and \$1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels.**

No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars (\$200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars (\$1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed \$200,000 in a given year, because one parcel would otherwise be entitled to a \$100,000 rebate and another parcel would otherwise be entitled to a \$200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of \$66,666.67 for one parcel and \$133,333.33 for the other parcel).

- c. **Rights and Obligations to Run with the Property.** The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.
7. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

[Signature]
Print Name: Laura A. Kenny

By: [Signature]
Print Name: Dale Matteson
Title: President / CEO

[Signature]
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:



[Signature]
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG 364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

“City of Fort Pierce”;

CITY OF FORT PIERCE, FLORIDA, a
Florida municipal corporation

Print Name: _____

By: _____
Linda Hudson, Mayor

Print Name: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Notary Public, State of Florida

Print Name: _____

Commission #: _____

My Commission Expires: _____

EXECUTIVE COMMITTEE

- Robert Barfield, Treasurer, Seacoast Bank
- Javier Cisneros, Fort Pierce Utilities Authority
- Eric Goldman, HCA Florida Lawnwood Hospital
- Chris Fogal, CPA, PA, Chair, Carr, Riggs, Ingram
- Azlina Goldstein, Chair-Elect, GL Homes
- Rob Lord, Past-Chair
- Tim Moore, PhD, Indian River State College
- Madhu Sasidhar, MD, MBA, FCCP, Cleveland Clinic Tradition Hospital
- Peter Tesch, Economic Development Council
- Shrita Walker, Secretary, MIDFLORIDA Credit Union

August 26, 2022

[REDACTED]

BOARD OF DIRECTORS

- Mike Adams, Adams Ranch
- Michael Ansorge, OCULUS Surgical
- Nico Apfelbaum, Esq., Apfelbaum Law
- Terissa Aronson, SLC Chamber of Commerce
- Brian Bauer, CareerSource Research Coast
- Russ Blackburn, City of Port St. Lucie
- Ian Cotner, AT&T Florida
- Peter Crane, Sansone Group
- Marshall Critchfield, Florida Power & Light
- Lee Dobbins, Esq., Dean Mead/TCMA
- Phil Doumar, EDC EXCEL
- Rod Kennedy, Engineering Design & Construction
- Richard Kolleda, FACHE, Spherion
- Leslie Kristof, Keiser University
- Tammy Matthew, Bank of America
- Nick Mimms, City of Fort Pierce
- Neil Morgan, Comcast Business
- Brandon Nobile, Remnant Construction
- Cara Perry, Florida Atlantic University
- Roxanne Peters, SouthState Bank
- Jon Prince, PhD, St. Lucie Public Schools
- Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
- Richard Tambone, Tambone Companies
- Howard Tipton, St. Lucie County
- Jeremy Wiernasz, PGA Golf Club
- Kara Wood, Hi-Tide Boat Lifts
- Amber Woods, Treasure Coast Lexus

Re: [REDACTED] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [REDACTED]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [REDACTED] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([REDACTED]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of \$20.8 M and direct spending of \$13.3 M, the hotel project generates over 221 jobs and \$6.7 M in supporting wages plus generating \$2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [REDACTED]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [REDACTED] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of \$28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly \$730,353.00 with approximately \$393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at \$28 M and \$43M for demonstration purposes).
- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits:* There are roughly \$2.784 M in local government impact fees alone for both the hotel project (\$723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.
- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)



Economic Development Council of St. Lucie County

772.336.6250 ♦ www.youredc.com

500 NW California Blvd. ♦ Bldg. F, Suite 109 ♦ Port St. Lucie, FL 34986

(Located at Indian River State College)



- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for \$2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.
- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.
- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [REDACTED] for the development of the hotel. The estimated market value of the property is \$1.5 M.
- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[REDACTED] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [REDACTED] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,



Pete Tesch
President

Attachments

CC:

Dale Matteson, Audubon Development

Fiscal/Economic Impact Analyses of King's Landing & Hotel Projects

City of Ft. Pierce

Economic Development Council of St. Lucie County, Inc.



Recent Economic Studies

St. Lucie EDC “Implan” Economic Impact Analysis - 2020 (Hotel)

Downs & St. Germain Research - 2021 (Hotel)

Audubon Development – (King’s Landing)

Key Indicators:

- Job Creation & Payroll
- Construction Impact
- Taxes & Fiscal Benefits
- Direct Spending & Economic Output

St. Lucie EDC “Implan” Economic Impact Analysis - 2020 (Hotel)

New Hotel Construction 140 Rooms: \$26.88 M

Total Output: \$40.28M by Completion

Total Direct, Indirect & Induced Jobs: 382

Total Payroll: \$15.42M

Annual Estimated Local Property Taxes: \$779,000

New facility construction “one-time” impact of 140 room full-service Tribute Portfolio Hotel estimated 110,000 s.f.

Downs & St. Germain Research - 2021 (Hotel)

In the first year the Tribute Portfolio Hotel at Kings Landing is estimated to contribute:

- An economic impact of \$20,811,400
- \$13,260,100 in direct spending from visitors
- \$253,748 in tourism development taxes
- 33,726 room nights
- 16,034 visitors
- 221 jobs & \$6,746,400 in wages supported
- \$2,029,300 in state and local taxes paid

To the City of Ft. Pierce

Audubon Development Fiscal/Economic Impact— (King's Landing Mixed Use Development)

Estimated Annual Property Taxes Generated: \$5.8M (City)

Annual Sales Taxes: \$84,960

Direct Spending (residential and retail): \$10.5M

Kings Landing mixed-used development includes condos, townhomes, shops, restaurants and retail establishments

An architectural rendering of a modern, multi-story building with a courtyard. The building features light-colored walls, dark window frames, and a prominent balcony with a dark wooden pergola. A palm tree is visible in the courtyard. The sky is blue with scattered white clouds. A semi-transparent white box is overlaid on the center of the image, containing the title and subtitle.

CITY OF FORT PIERCE

Economic Impact from King's Landing
Commissioned by St. Lucie EDC
Conducted by Downs & St. Germain Research

PURPOSE

Estimate direct spending in Fort Pierce for a full-service, 140-room boutique hotel in a mixed-use development based on visitation projections provided by Tribute Portfolio Hotel at King's Landing and a Visitor Tracking Study previously completed by Downs & St. Germain Research



METHODS

The 2017 Visitor Tracking Study completed by Downs & St. Germain Research was used to estimate the spending per visitor staying in the hotel in Fort Pierce along with other data sources



DATA SOURCES

Analysis of financial impact to the City of Fort Pierce was completed using the following sources:

- Hotel estimates provided by the Tribute Portfolio Hotel at King's Landing
- March 2021 Smith Travel Report
- Tourism Development Tax Report
- 2017 Visitor Tracking Study

It is important to note that all estimates are calculated using the provided hotel estimates and Downs & St. Germain Research **cannot verify the accuracy of the estimated hotel metrics or predict the accuracy of the visitor projections.**

If actual occupancy is higher or lower than projected, all figures in this report would be commensurately increased/decreased.



STUDY PARAMETERS

For the purposes of this study the following assumptions were made:

- Visitor numbers and direct spending were calculated using the average **Travel Party Size, Length of Stay, and Visitor Spending** from the 2017 Visitor Tracking Study
- The Tribute Portfolio Hotel at King's Landing room revenue estimates were used for accommodation spending in this analysis
- Estimated room rates suggest a slightly more affluent visitor, therefore all other spending figures were adjusted to account for this as well as inflation
- An inflation rate of 1.5% was used for all other spending categories in the estimates of each subsequent year



ECONOMIC IMPACT SNAPSHOT



In the first year the Tribute Portfolio Hotel at King's Landing is *estimated*¹ to contribute

- An economic impact of **\$20,811,400**
- **\$13,260,100** in direct spending from visitors
- **\$253,748** in tourism development taxes
- **33,726** room nights
- **16,034** visitors
- **221** jobs & **\$6,746,400** in wages supported
- **\$2,029,300** in state and local taxes paid

To the City of Fort Pierce

¹ **Note:** If actual occupancy is higher or lower than projected, all figures in this report would be commensurately increased/decreased.

Hotel Metric Estimates¹

The estimated annual daily rate (ADR) of \$150 for this hotel suggests a more affluent visitor base to this Fort Pierce hotel than the typical visitor to St. Lucie County

	Occupancy	ADR	RevPAR
Year 1 – 2023	66%	\$150.48	\$99.31
Year 2 – 2024	72%	\$160.41	\$115.49
Year 3 – 2025	75%	\$169.48	\$127.11
Year 4 – 2026	75%	\$172.87	\$129.65
Year 5 – 2027	75%	\$176.32	\$132.24

¹ Source: Estimates by Tribute Portfolio Hotel at King's Landing.

Note: If actual occupancy is higher or lower than projected, all figures in this report would be commensurately increased/decreased.



Economic Impact¹

Economic Impact in Fort Pierce attributed to the hotel in the first year is estimated to be **\$20,811,400**

Over the course of five years total economic impact is estimated to be **\$120,534,300**

	Economic Impact
Year 1 – 2023	\$20,811,400
Year 2 – 2024	\$23,416,900
Year 3 – 2025	\$25,084,200
Year 4 – 2026	\$25,434,100
Year 5 – 2027	\$25,787,700
5 – Year Total	\$120,534,300

¹ Total economic impact is a function of direct spending by out-of-county visitors to Fort Pierce, as well as the indirect and induced effects of this spending, such as increased business and household spending generated by tourism dollars.

Note: If actual occupancy is higher or lower than projected, all economic impact estimates would be commensurately increased/decreased.



Direct Spending¹

Direct spending in Fort Pierce attributed to the hotel in the first year is estimated to be **\$13,260,100**

Over the course of five years total direct spending is estimated to be **\$76,799,100**

	Direct Spending
Year 1 – 2023	\$13,260,100
Year 2 – 2024	\$14,920,200
Year 3 – 2025	\$15,982,500
Year 4 – 2026	\$16,205,500
Year 5 – 2027	\$16,430,800
5 – Year Total	\$76,799,100

¹ Source: Estimated room revenue collected by Tribute Portfolio Hotel at King’s Landing was used for accommodation spending in this analysis. Direct spending by out-of-county visitors includes accommodations, restaurants, groceries, transportation, entertainment, shopping, and “other” expenses.

Note: If actual occupancy is higher or lower than projected, all direct spending estimates would be commensurately increased/decreased.



Tourism Development Tax¹

Tourism Development Tax collected from the hotel in the first year is estimated to be **\$253,748**

Over the course of five years total TDT collected is estimated to be **\$1,542,729**

	Tourism Development Tax
Year 1 – 2023	\$253,748
Year 2 – 2024	\$295,086
Year 3 – 2025	\$324,760
Year 4 – 2026	\$331,255
Year 5 – 2027	\$337,880
5 – Year Total	\$1,542,729

¹ Source: Estimates by Tribute Portfolio Hotel at King’s Landing.

Note: If actual occupancy is higher or lower than projected, all tourism development tax estimates would be commensurately increased/decreased.

Room Nights¹

Room nights generated by the hotel in the first year is estimated to be **33,726**

Over the course of five years total room nights generated is estimated to be **185,493**

	Room Nights
Year 1 – 2023	33,726
Year 2 – 2024	36,792
Year 3 – 2025	38,325
Year 4 – 2026	38,325
Year 5 – 2027	38,325
5 – Year Total	185,493

¹ Source: Estimated room nights generate by Tribute Portfolio Hotel at King’s Landing. This estimate was used for accommodation spending in the economic impact analysis.

Note: If actual occupancy is higher or lower than projected, all room night estimates would be commensurately increased/decreased.

Visitors¹

Visitors to the hotel in the first year is estimated to be **16,034**

Over the course of five years total visitors is estimated to be **88,185**

	Visitors
Year 1 – 2023	16,034
Year 2 – 2024	17,491
Year 3 – 2025	18,220
Year 4 – 2026	18,220
Year 5 – 2027	18,220
5 – Year Total	88,185

¹ Visitor numbers were calculated using the average Travel Party Size, Length of Stay, and Visitor Spending from the 2017 Visitor Tracking Study completed by Downs & St. Germain Research.

Note: If actual occupancy is higher or lower than projected, all visitor estimates would be commensurately increased/decreased.

Total Jobs & Wages¹

Total Jobs & Wages supported from the hotel in the first year are estimated to be **221 and \$6,746,400**

Over the course of five years total wages supported is estimated to be **\$34,699,700**

	Jobs	Wages
Year 1 – 2023	221	\$6,746,400
Year 2 – 2024	221	\$6,841,700
Year 3 – 2025	221	\$6,938,500
Year 4 – 2026	221	\$7,036,700
Year 5 – 2027	221	\$7,136,400
5 – Year Total	221	\$34,699,700

¹ Total jobs and wages supported directly, indirectly, and induced by the Tribute Portfolio Hotel at King’s Landing in Fort Pierce.

Indirect jobs are jobs supported from increased business spending resulting from tourism dollars.

Induced jobs are jobs supported from increased household spending resulting from tourism dollars.

Note: If actual occupancy is higher or lower than projected, all supported jobs & wage estimates would be commensurately increased/decreased.

State & Local Taxes¹

Total State & Local Taxes generated from the hotel in the first year are estimated to be **\$2,029,300**

Over the course of five years total State & Local Taxes generated are estimated to be **\$10,407,200**

	State & Local Taxes
Year 1 – 2023	\$2,029,300
Year 2 – 2024	\$2,055,000
Year 3 – 2025	\$2,081,100
Year 4 – 2026	\$2,107,500
Year 5 – 2027	\$2,134,300
5 – Year Total	\$10,407,200

¹ **Note:** If actual occupancy is higher or lower than projected, all state & local tax estimates would be commensurately increased/decreased.



CITY OF FORT PIERCE

Economic Impact from King's Landing
Commissioned by St. Lucie EDC
Conducted by Downs & St. Germain Research

Joseph St. Germain, Ph.D.

Phillip Downs, Ph.D.

Rachael Anglin

Erin Dinkel

Isiah Lewis

Glencora Haskins

dsg-research.com

Phase 1:

- **Application for Building Permit:** August 19, 2022
✓
- **Commence Construction:** September 20, 2023
- **Complete Construction:** February 5, 2026

Phase 2:

- **Apply for Building Permit:** March 18, 2024
- **Commence Construction:** June 16, 2024
- **Complete Construction:** December 2, 2026

Phase 3:

- **Apply for Building Permit:** October 4, 2025
- **Commence Construction:** December 3, 2025
- **Complete Construction:** December 2, 2026

KING'S LANDING

Amended Development Timeline



City Commission Regular Meeting - 5:05 pm

11. c.

Meeting Date: 11/21/2022

Re: Amended 2019 DEO Grant Funding Agreement Approval and Signature

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Amended 2019 DEO Grant Funding Agreement for Approval and Signature extending the expenditure period through June 30, 2023.

SUMMARY:

The Department of Economic Opportunity extended the 2019 Job Growth Grant with the City of Fort Pierce. The Agreement outlines that the expenditure period is extended through June 30, 2023. This extension is largely due to supply chain issues and does not change the scope of the project.

RECOMMENDATION:

Approval of agreement with DEO.

ALTERNATIVES:

Staff shall proceed as directed by Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

RAchel Tennant, Public Affairs and Sustainability Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Yes

Fiscal Year: 2019

Account: 100-111-519-81-01

OTHER INFORMATION:

N/A

Attachments

DEO Grant Agreement Amended 10.25.22

Form Review

Inbox
Finance Department

Reviewed By
Johnna Morris

Date
11/02/2022 04:24 PM

City Manager
Form Started By: Brittany Marinello
Final Approval Date: 11/08/2022

Nick Mimms

11/08/2022 02:55 PM
Started On: 11/02/2022 03:01 PM

**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

AMENDMENT ONE

This Amendment is made and entered into by and between the State of Florida Department of Economic Opportunity (“DEO”) and the **City of Fort Pierce, Florida** (“Grantee”). DEO and the Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, on June 28, 2019, DEO and Grantee entered into Florida Job Growth Infrastructure Grant Agreement number G0057 (the “Agreement”) wherein Grantee agreed to receive and use state funds for the Project as described in the Proposal; and

WHEREAS Section 24, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, this Agreement is being amended to ensure compliance with all applicable laws, rules, and regulations; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement, as follows:

1. **Section 2(a)(4)**, Grantee’s Responsibilities, of Exhibit A, **Scope of Work**, is hereby deleted in its entirety and replaced with the following:

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2023, shall be forfeited, and shall revert back to DEO.

2. **Section 4**, Deliverables No. 3: Construction, of Exhibit A, is hereby deleted in its entirety and replaced with the following:

Deliverable No. 3: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Complete construction in accordance with Sections 2.b and 2.d.3 of this Scope of Work.	At a minimum, complete ten percent (10%) of the construction as detailed in Sections 2.b and 2.d.3 of the Scope of Work. Grantee may request reimbursement upon completion of construction in the following increments: a. 10% completion; b. 20% completion; c. 30% completion; d. 40% completion;	Failure to meet the Minimum Level of Service shall result in non-payment of this Deliverable.

	<ul style="list-style-type: none"> e. 50% completion; f. 60% completion; g. 70% completion; h. 80% completion; i. 90% completion; and j. 100% completion <p>Construction progress shall be evidenced by the following documentation:</p> <ul style="list-style-type: none"> a. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; b. Photographs of project in progress; and c. Invoice package in accordance with Section 7 of the Scope of Work. 	
DELIVERABLE NO. 3 NOT TO EXCEED: \$1,389,125.00		

3. Section 12, EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. Section 448.095, F.S., requires the following:

- I.** Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- II.** A private employer shall, after making an offer of employment which has been accepted by a person, verify such person’s employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee’s employment eligibility upon the renewal or extension of his or her contract.

2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.

3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new any contract employee after the effective date of this Agreement.

4. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment as of the date last executed below.

DEPARTMENT OF ECONOMIC OPPORTUNITY

CITY OF FORT PIERCE, FLORIDA

By _____
Signature

By _____
Signature

Title **Dane Eagle**
Secretary

Title **Linda Hudson**
Mayor

Date _____

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By: _____

Approved Date: _____

City Commission Regular Meeting - 5:05 pm

11. d.

Meeting Date: 11/21/2022

Re: Purchase of Six Dixie Chopper Mowers - Piggyback HGAC Contract No.:
GR01-20 HGACBUY

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

SUBJECT:

Approval to piggyback HGAC Contract No.: GR01-20 HGACBUY Grounds Facilities & Parks Maintenance for the purchase of six (6) Dixie Chopper Mowers from High Performance Mowchines, Port St. Lucie, FL in an amount not to exceed \$65,952.00.

SUMMARY:

The Public Works Department is requesting approval to Purchase 6 Dixie Chopper Mowers from High Performance Mowchines, Port St. Lucie, FL, Piggyback HGAC Contract No.: GR01-20 HGACBUY Grounds Facilities & Parks Maintenance. Not to exceed the amount of \$65,952.00.

RECOMMENDATION:

Approval of the purchase.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2023
Account: 0014005564405
Amount: 65952.00

FISCAL IMPACT:

The funds for this purchase will come from Parks & Grounds 0014005-564405.

Attachments

High Performance Quote

Form Review

Inbox

Finance Department
City Manager
Form Started By: Tanya White
Final Approval Date: 11/16/2022

Reviewed By

Karen Logue
Nick Mimms

Date

11/16/2022 11:18 AM
11/16/2022 01:43 PM
Started On: 11/08/2022 03:28 PM

High Performance Mowchines
 1479 S.E. Village Green Drive
 Port St. Lucie, FL 34952 US
 772-335-9070
 INFO@MOWCHINES.COM

Estimate

ADDRESS
Kyle City of Fort Pierce 2022 PO # 220311 ATTN: FINANCE DEPARTMENT P.O.BOX 1480 ATTN: GEORGIA MONTGOMERY FT. PIERCE, FL 34954

SHIP TO
Kyle City of Fort Pierce 2022 PO # 220311 ATTN: FINANCE DEPARTMENT P.O.BOX 1480 ATTN: GEORGIA MONTGOMERY FT. PIERCE, FL 34954

ESTIMATE #	DATE	
12504	08/04/2022	

SALES REP
 SHERRY

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
DIXIE CL2760KW- MY22	DIXIE CL2760KW REGULAR MAPP PRICE 12,289.00 RETAIL 16447.00	6	10,992.00	65,952.00T

SUBTOTAL	65,952.00
TAX	0.00
TOTAL	\$65,952.00

Accepted By

Accepted Date

City Commission Regular Meeting - 5:05 pm

11. e.

Meeting Date: 11/21/2022

Re: Purchase of an Elgin Broom Streets Sweeper, Piggyback Sourcewell Contract #093021-ELG

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

SUBJECT:

Approval to piggyback Sourcewell Contract #093021-ELG for the purchase of an Elgin Broom Streets Sweeper from Environmental Products Group, Inc., Apopka, FL , in an amount not to exceed \$320,484.45.

SUMMARY:

The Public Works Department is seeking approval for the purchase of an Elgin Broom Streets Sweeper from Environmental Products Group, Inc., Apopka, FL, piggyback Sourcewell Contract #093021-ELG in an amount not to exceed \$320,484.45.

RECOMMENDATION:

Approval of the Purchase.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department
Finance Department
Engineering Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2023
Account: 1091111564300
Amount: 48000.00

FISCAL IMPACT:

\$48,000.00 of this purchase will come from Storm Water Impact Fees account 1091111-564300 per Finance.

Budgeted Y/N: Y

Fiscal Year: 2023
Account: 4034300564300
Amount: 272484.45

FISCAL IMPACT:

The remaining balance of \$272,484.45 will come from Engineering 4034300-564300 per Finance.

Attachments

Elgin Broom Bear Proposal
Broom Bear Brochure

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	11/16/2022 11:15 AM
City Manager	Nick Mimms	11/16/2022 01:43 PM
Form Started By: Tanya White		Started On: 11/10/2022 12:35 PM
Final Approval Date: 11/16/2022		

PROPOSAL SUMMARY# 48976

Prepared for: City of Fort Pierce



Elgin Broom Bear Street Sweeper

New Elgin Broom Bear Single Engine Street Sweeper with Dual Side Brooms

Sourcewell Contract # 093021-ELG

Fort Pierce Sourcewell Member # 31201

City of Fort Pierce Public Works

Mike Reals

November 2nd, 2022

Elgin Street Sweepers

Environmental Products would like to thank you for the opportunity to present the following proposal on a new **Elgin Broom Bear Street Sweeper**.

Environmental Products Group is the sole provider of Elgin Street Sweeping Equipment in the State of Florida, as well as many other leading industry product lines including Vactor Sewer Cleaners, Envirosight Pipeline Inspection Cameras, Labrie Refuse Equipment, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jettors, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.



Nick Causey
Territory Sales Manager
Environmental Products Group, Inc.
C: 904.537.8799 | O: 407.798.0004
W: www.myepg.com

Product Description

- Rubber Belt Conveyor, Dual, Hydraulically Driven Side Brooms, Variable Height Dumping, up to 10 ft., sweeper is painted Elgin white

Standard Features

- Broom side, 46" steel vertical digger 4 or 5 segment
- Broom side, air floating suspension with adjustable reach, air deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Broom Measurement Ruler
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, belt type with 13 molded-in full width cleats
- Conveyor, lift independent from main broom
- Conveyor, three-piece replaceable wear plates
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, spring assisted, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Hopper inspection door
- Hopper, 4.5 cu yd with window and skylight
- Hopper up indicator and beep
- Hopper, variable high dump; 9' 6", 4.5 yard
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Hydraulic system, load sensing with selectable transmission driven PTO pump
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 6
- Sidebroom speed control, external to cab
- Sweep resume/raise in reverse
- Tactile controls for all sweep functions
- Tool storage



ENVIRONMENTAL PRODUCTS GROUP

- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360-gallon total nominal capacity
- 1 Year Parts and Labor Warranty
- AM/FM/CD Radio
- Steel Bristles with Polyethylene Segments
- Sweeper Painted Standard White
- Red Logo
- Sweeper - Operator Manual
- Sweeper Parts Manual

Additional Features

- Strip Main Broom
- 25' Water Fill Hose
- Full Width Front Spray Bar
- 2.5 LB. Fire Extinguisher
- Single Rear Hopper LED Beacon Light
- LED Stop/Tail/Turn Lights
- Rubber Belt Conveyor
- Dual Sidebroom Tilt Control in-Cab with LED Indicators
- Automatic Lubrication System
- Broom Bear Operator's Manual
- Broom Bear Parts Book
- Broom Bear Service Manual

Chassis Options

- Current Model Year Freightliner M2 106 Conventional Chassis
- Cummins L9, 260 HP Engine
- Allison 3500 RDS Automatic Transmission
- Heated Remote Controlled Mirrors
- Left & Right-Hand Fender Mounted Mirrors
- Dual High Back Air Suspension Seats w/ Lumbar
- Electric Door Locks & Windows
- AM/FM/CD/Bluetooth Radio w/ Aux Inputs

Sourcewell Contract # 093012-ELG Price: \$320,484.45

****Quote is good for 30-days.*

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.



MODEL: BROOM BEAR
 EFFECTIVE DATE: 9/2/2022
 SUPERCEDES ALL PREVIOUS PRICE LISTS
 SOURCE WELL LIST (U.S. DOLLARS)

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2022 LIST PRICE	2022 EXTENDED
1	1113136	BROOM BEAR DUAL	\$199,055	\$199,055.00
1		Conveyor squeegee, variable height, right side dumping, 4.5 cu. yd. hopper, with dual, hydraulically driven, trailing arm sidebrooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercage and including the standard features listed below.		
		CHASSIS MOUNTING CHARGE		
1	1122083	M2 - CHASSIS ALTERATIONS (USE WITH 4.5 HOPPER)	\$3,495	\$3,495.00

NOTE: Customer Supplied Cassis Requires Both The Chassis Alterations and the Handling Charge

NOTE: A BODY includes the cost of Elgin standard white finish paint. It does not however, include the price of the chassis.

NOTE: The chassis being supplied by a customer or dealer **must** comply completely with all Elgin requirements or the chassis will be modified at dealer's expense.

NOTE: For cost of sweeper mounted on any other chassis, consult factory.

NOTE: One year warranty on all Elgin supplied parts and labor. Consult your Elgin dealer for full warranty details.

STANDARD FEATURES				
1	0701681	BROOM BEAR OPERATORS MANUAL	STANDARD	\$0.00
1	0702241	BROOM BEAR PARTS BOOK	STANDARD	\$0.00
1	0730166	BROOM MEASUREMENT RULER	STANDARD	\$0.00
1	1032481	16" 8" WATER FILL HOSE	STANDARD	\$0.00
1	0701707	MACHINE DELIVERY PACKET	STANDARD	\$0.00
1	0702020	ELGIN SAFETY MANUAL	STANDARD	\$0.00

Broom side, 46" steel vertical digger 4 or 5 segment
 Broom side, air floating suspension with adjustable pin stops, air deploy
 Broom, main, 34" diameter, 60" wide prefab disposable
 Camera, Rear with in-cab monitor
 Conveyor chain, hardened with polyurethane sprockets
 Conveyor, 11 flight squeegee with rubber edging
 Conveyor, lift independent from main broom
 Conveyor, three piece replaceable wear plates
 Conveyor flush out system
 Conveyor raise in reverse
 Conveyor stall alarm
 Spring Assisted Dirt shoes, heavy duty single row carbide steel (rubber isolated)
 Electric backup alarm
 Hopper inspection door
 Hopper, 4.5 cu yd with window and skylight
 Hopper up indicator and beep
 Hopper, variable high dump, 11'2". 4.5 yard
 Hose, hydrant fill, 16'8" (5080 mm) with strainer and coupling
 Hydraulic oil level gauge w/ external thermometer and in-cab level light
 Hydraulic system, load sensing with selectable transmission driven PTO pump

Lights, automatic backup
 Lights, combination tail/stop, separate amber signal
 Lights, flood light, one per broom (3)
 Manuals, operator and parts
 Mechanical mainbroom suspension
 Rear broom cover and anti-carryover wrap
 Rear broom spray bar
 Rear right hand flood light
 Reflectors, set of 6
 Sidebroom speed control, external to cab
 Sweep resume / raise in reverse
 Tactile controls for all sweep functions
 Tool storage
 Water fill, anti-siphon
 Water level indicator in-cab
 Water Pump, electric diaphragm
 Water tank, molded polyethylene,
 360 gallon total nominal capacity

1	702461	-----ADDITIONAL MANUALS---- BROOM BEAR SERVICE MANUAL	\$110	\$110.00
---	--------	---	-------	----------

1	1077151	-----BROOMS----- URB STRIP MAINBROOM W/CENTER SWEEP MANDREL	\$585	\$585.00
---	---------	---	-------	----------

1	1102781	-----DECALS----- RED DECALS - BROOM BEAR	\$0	\$0.00
---	---------	--	-----	--------

1	1103553	-----LIGHTS----- PACKAGE 1: SINGLE REAR/SINGLE HOPPER BEACON; LED WITH GUARD	\$2,405	\$2,405.00
1	1102735	LED STOP/TAIL/TURN/REAR ID/CLEARANCE LIGHTS	\$420	\$420.00

1	4810001	-----PAINT----- PAINT SWEEPER STANDARD WHITE	\$0	\$0.00
---	---------	--	-----	--------

1	1117071	-----SWEEPER OPTIONS----- LEFT HAND SIDEBROOM TILT W/INDICATOR	\$1,250	\$1,250.00
1	1117070	RIGHT HAND SIDEBROOM TILT W/INDICATOR	\$1,250	\$1,250.00
1	1114619	RUBBER BELT CONVEYOR (ILO STANDARD SQUEEGEE)	\$0	\$0.00

1	1032484	-----WATER SYSTEM----- 25' WATER FILL HOSE (ILO 16" 8")	\$265	\$265.00
---	---------	---	-------	----------

1	1075400	---M2 CHASSIS OPTIONS--- AM/FM/CD RADIO	\$1,075	\$1,075.00
1	1080756	FENDER MOUNTED MIRRORS	\$845	\$845.00
1	1081747	(2) AIR CLOTH HI-BACK	\$2,700	\$2,700.00
1	1101560	AUTOLUBE - SWEEPER/TRUCK	\$8,610	\$8,610.00
1	1101567	2 1/2 LB. FIRE EXTINGUISHER	\$270	\$270.00
1	1108053	FULL WIDTH FRONT SPRAY BAR	\$955	\$955.00

1	FRT-118-010	-----FREIGHT RATES----- EFFECTIVE DATE: 01/01/2022 FREIGHT - FL,LA,TX,NM,CO,WY,MT	\$5,395	\$5,395.00
---	-------------	--	---------	------------

			SUB TOTAL	\$228,685.00
1	SOURCE WELL DISC	SOURCEWELL DISCOUNT	\$6,860.55	-\$6,860.55

CHASSIS				
1	1122061	FREIGHTLINER M2-106 W/HEATED MIRRORS	\$98,660	\$98,660.00

			GRAND TOTAL	\$320,484.45
--	--	--	--------------------	---------------------

PURCHASE LETTER OF INTENT

Effective Date: November 2, 2022

RE: Purchase of: New Elgin Broom Bear Street Sweeper

This purchase letter of intent (the "Letter of Intent") represents the basic terms agreed upon by the Buyer and Seller. After this Letter of Intent has been made, a formal sales agreement or Purchase Order may be constructed to the benefit of the Parties involved.

I. The Buyer: City of Fort Pierce (the "Buyer").

II. The Seller: Environmental Products Group, Inc. (the "Seller").

III. The Product: The Buyer intends to purchase the following:

Product: New Elgin Broom Bear Street Sweeper/Freightliner M2 Chassis SN: TBD (the "Product").

The Buyer intends to purchase one (1) unit of the Product per Proposal Summary **#48976**.

Non-Binding – Therefore, the parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of holding this specific piece of equipment and completing the transaction in the future, of which Buyer and Seller are not bound.

X. Acceptance: If you are agreeable to the aforementioned terms, please sign this Letter of Intent.

SELLER

Seller's Signature *Nick Causey* Date: 11/2/2022

Print Name: Nick Causey, Sales Manager, EPG

BUYER

Buyer's Signature _____ Date: _____

Print Name: _____

ELGIN[®]

Subsidiary of Federal Signal Corporation

Broom Bear[®]



ELGIN BROOM BEAR®

POWERFUL, PROVEN, SINGLE ENGINE MECHANICAL SWEEPER

When contractors and municipalities need a durable sweeper that's easy and comfortable to operate, the Elgin Broom Bear is the sweeper of choice. From heavy duty construction debris, like millings or gravel, as well as light street maintenance, the Broom Bear has proven to be one of the most rugged and efficient sweepers in the industry. And the short wheelbase enhances maneuverability and makes the sweeper ideal for sweeping in tight cul-de-sacs.

Mounted on a commercially available Conventional and Autocar Cab-Over chassis with fully dualized controls and an intelligent single engine design that utilizes the chassis engine to power the sweeper, the Broom Bear features a large hopper and water tank, which means more productive sweeping time and fewer scheduled stops. A variable dumping height and 11 inch (279 mm) of hopper side-shift ensures easy dumping.



APPLICATION SOLUTIONS

Elgin Sweeper doesn't offer just one sweeping technology — we take an application-based approach to solving our customers' sweeping needs. Our team works with each customer to ensure that you get a machine that fits your specifications, with the right truck, engine configuration, fuel requirements, and options.

POWERFUL SUPPORT

Elgin sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer training to your team on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories to ensure total customer peace of mind.

UNMATCHED QUALITY

The Broom Bear became part of the Elgin lineup 15 years ago and has been continuously improved. Manufactured in an ISO:9001 certified plant, Elgin Sweepers are quality inspected and functionally tested prior to shipment. Paint prior to assembly ensures uniform, durable coverage. Broom Bears are proudly assembled in the U.S.A.



HIGH PRODUCTIVITY SWEEP SYSTEM

- High torque diesel engine is teamed with Freightliner® M2, International® Durastar®, or Autocar® Xpert® chassis to create one of the most powerful and reliable single engine packages in the industry.
- The control console, located between the operator stations, provides quick, easy access. All sweep function switches have tactile-feel surfaces, so operators can work the panel while keeping their eyes focused forward, for increased productivity and safe operation.
- Dual free-floating gutter brooms that adjust to variable road surfaces, a sweep path of 120 inches (3,048 mm) with an additional extension of up to 144 inches (3,657 mm) when both brooms are pinned to outer points, and a powerful free floating direct drive main broom, ensure reliable and complete pickup of debris.
- Superior dust control is maintained with in-cab zone controlled, dual diaphragm water pumps and a 360 gallon (1,363 L) water tank for long sweep times between refills.
- The 4.5 cubic yard (3.4 cu meter) hopper features a double-scissor lifting mechanism that is center mounted for greater stability and trouble free operation. Dumping height is variable up to 11 feet, 2 inches (3,404 mm) and an 11 inch (279 mm) side shift enables a cleaner more efficient unloading of material. Optional 5.4 cubic yard (4.1 cu meter) hopper available.
- The chassis cab is dualized with OEM parts, including full factory controls, steering, and OEM gauge package that is identical for both left and right operator stations.



EASY TO OPERATE. EASY TO MAINTAIN. BUILT TO LAST.



MAIN BROOM

The main broom is attached to a fully floating trailing arm to better conform to road contours. Performance is optimized using mechanical main broom suspension that dynamically adjusts to various road conditions while on-the-go. Lift and lower functions are controlled from the cab. Main broom arm bearings are sealed, can be re-lubricated and are self-aligning for self-adjustment when experiencing an uneven load which decreases wear and increases main broom life.

SIDE BROOMS

46 inch (1,168 mm) trailing arm, free-floating side brooms offer four-way motion and protection against damaging impacts. Pneumatic lift and extension control enhances performance while sweeping within a 10 foot (3,048 mm) wide path. Steel plate disc construction adds durability. Broom speed is controlled by hydraulic motors. Broom speed is constant and matched to the conveyor speed for optimal loading performance. Automatic settings control down-pressure, digging-pressure and wear-control. In-cab side broom pressure gauges and down-pressure control are standard.

SQUEEGEE TYPE CONVEYOR

A steel roller chain drives an 11-flight, squeegee-type conveyor to load debris into the hopper. The chain operates on polyurethane sprockets, which last longer. Conveyor speed is constant and matched to the broom speed for optimal loading performance. Conveyor operating height can be raised from the cab up to 3 inches (76 mm) to avoid larger debris and other obstacles. Conveyor bearings are sealed and self-aligning for longer life.

HYDRAULIC SYSTEM

The Broom Bear features a 23 gallon (87 L) reservoir with an external level indicator and thermometer. The system includes twin pumps that are direct driven variable displacement piston type with load sensing to adjust flow based on hydraulic oil demand in sweeping gear to maximize efficiency and reduce heat.

SIMPLE, EASY-ACCESS MAINTENANCE

The Broom Bear was designed so that systems are accessible and easy to service. The hydraulic system with o-ring face seal fittings is designed for long life and leak-free operation. Heavy-duty waterproof electrical connectors and color-coded wires have stamped identification for quick location during troubleshooting. A stainless steel toolbox provides additional storage.



COMMERCIAL CHASSIS/SINGLE ENGINE

A high torque diesel engine is teamed with a Freightliner Business Class, International Durastar, or Autocar Xpert chassis to create one of the most powerful and reliable single engine packages in the industry. The straight forward, single engine layout provides greater fuel efficiency and simple maintenance.

POWER TRAIN

An Allison 3,500 RDS transmission, a 10,000 lb (4,536 kg) front axle and a 23,000 lb (10,433 kg) twin air spring suspension 2-speed rear axle complement the powerful single engine and provide the operator with hours of comfortable ride.

SUPERIOR MECHANICAL SWEEPER DESIGN

LARGE VARIABLE HEIGHT DEBRIS HOPPER

The Broom Bear features a variable-height, right side dump hopper with a capacity of 4.5 cubic yard (3.4 cu meters) volumetric. All hopper lift and dump controls are hydraulic and easily operated from in-cab console mounted controls. A 50 degree dump angle allows material to easily slide out.

A unitized, twin-cylinder, double scissors lift rated at 11,000 lbs (4,990 kg) unloads material at a minimum of 38 inches (965 mm) and a maximum of 11 feet, 2 inches (3,404 mm). Payload capacity is 10,000 lbs (4,536 kg) per load. An 11 inch (279 mm) side shift allows material to be unloaded into the center of a truck or container for cleaner dumping. A full hopper can dump and retract in 20 seconds for short intervals and up to 70 seconds at top height.



11 in. hopper shift



SUPERIOR DUST SUPPRESSION

A 360 gallon (1,363 L) removable water tank is made of corrosion resistant polyethylene. A 16 foot, 8 inch long (5.1 m) fill hose and water level indicator light located on the control console are standard. Water flow for the side and main brooms is in-cab zone controlled. The self-priming diaphragm pumps (run dry type, 40 psi) provide effective dust control. Three spray nozzles are positioned on each side broom and three on the main broom. Dual water pumps are standard.

MEMORY SWEEP®

Elgin's exclusive Memory Sweep feature allows the operator to resume all previous sweeper settings, even broom tilt if so equipped, with one touch control. This feature enhances operator productivity and reduces operator fatigue. Memory Sweep incorporates a multiscreen display that indicates engine hours and water tank level as well as system diagnostics. This screen also displays optional features such as broom tilt angle and broom hours.



UNIQUE APPLICATION VERSATILITY

*PATENTED CONVEYOR FLEXIBILITY

The Broom Bear comes standard with a squeegee type conveyor designed to provide versatile and reliable performance in a wide range of applications including aggregate and granular material pick up of gravel and millings, ideal for road construction contractors as well as general municipal sweeping, trash, leaves, and other organics.

The Broom Bear is also available with a belt conveyor for applications such as highway sweeping and general municipal sweeping where large debris is encountered.

THE ELGIN SQUEEGEE CONVEYOR

- Chain side-plate constructed from hardened steel for long life and smooth operation.
- Three-piece design for easy service without removing complete assembly.
- Thick, multi-ply rubber-edged flights provides efficient movement of debris into the hopper.
- Unique, interlocking, wavy-plate joint design prevents excessive wear and “thumping” over plate seams.
- Abrasion-resistant steel floor for durability.
- Direct-drive hydraulic motor for optimal power transfer to the conveyor system.



THE ELGIN BELT CONVEYOR

- Standard Chevron Belt.
- Full-width angled cleats move more material quickly to hopper for maximum productivity.
- Direct-drive hydraulic motor for optimal power transfer to the conveyor system.
- Improved hopper fill by throwing debris towards center of hopper.
- Heavy-duty poly/nylon belt construction resists stretching and requires fewer adjustments.
- Ribs between cleats enhance effectiveness of moving fine debris into the hopper.



The Broom Bear conveyors are designed to be interchangeable should a customer have different applications throughout the sweep season.



LOW EMISSIONS – ALTERNATIVE FUEL OPTION

The Elgin Broom Bear is available in a compressed natural gas (CNG) configuration. The Broom Bear single-engine mechanical sweeper is powered by the Cummins Westport ISL G natural gas engine, making it a fully certified EPA/CARB emission compliant street sweeper. Three 3,600 psi composite fuel tanks are conveniently packaged in the rear compartment minimizing impact to chassis wheelbase. The Broom Bear has a generous 51 diesel gallon equivalent fuel capacity - providing ample sweeping range.



OPTIONAL ENHANCEMENTS



LIFELINER® HOPPER SYSTEM

The LiferLiner® hopper system is a specially designed hopper liner and finish system that greatly improves the life, durability, and functionality of a sweeper hopper.



IN-CAB SIDE BROOM TILT AND EXTENDED REACH

Allows operator to sweep effectively in variably-pitched gutters. On-the-go pitch adjustment with a simple variable rocker switch that displays proper broom angle. Extended reach allows the side broom to follow curbs and tight cul-de-sacs.



LIGHTING PACKAGES

The Broom Bear Sweeper can be equipped with a variety of optional lighting packages. Lighting packages are designed for flexibility based on customer requirements and can include strobes, beacons and arrow sticks.

ADDITIONAL OPTIONS:

- Outside cab, side broom down pressure control
- In-cab, side broom speed control
- 5.4 cubic yard hopper (4.1 cu meter)
- Hydraulic float main broom suspension
- PM10 compliance package
- Functional water control
- Automatic lubrication system
- Front spray bar

SPECIFICATIONS:

SWEEP PATH

Main broom only:	Main broom & one side broom:	Main broom and 2 side brooms:
60 in (1,524 mm)	90 in (2286 mm)	120 in (3,048 mm) up to 144 in (3,657 mm) with pins in outer points

HOPPER CAPACITY

Volumetric Capacity: 4.5 yd³ (3.4 m³)
Material volume: 3.3 yd³ (2.5 m³)

HOPPER DUMPING

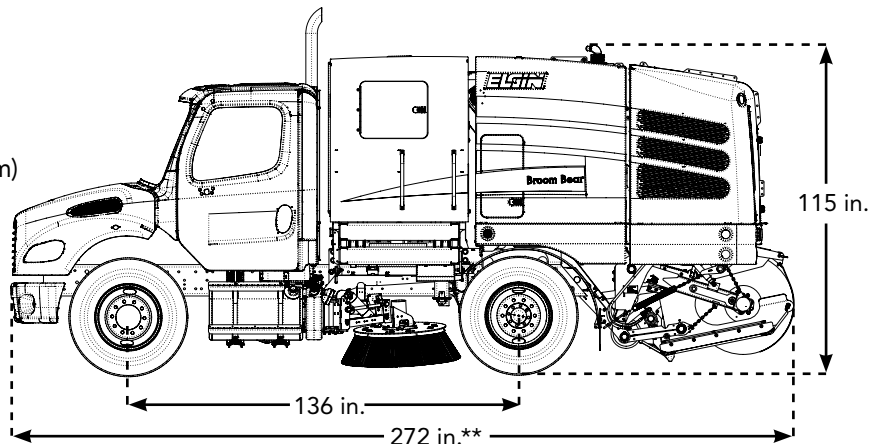
Minimum dump height: 38 in (965 mm)
Maximum dump height: 11 ft 2in (3,404 mm)

WATER SPRAY SYSTEM

Tank capacity: 360 gal (1362 L)

CHASSIS

Conventional
Cab-Over



*Consult factory for warranty details **Transport mode

ELGIN SWEEPER IS YOUR PARTNER...

IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.



IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.



INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.



WARRANTY

Elgin Sweeper Company backs the Broom Bear sweeper with a one-year limited warranty. The Broom Bear is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information.

Your Local Elgin Dealer Is:



elginsweeper.com

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.
(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice. Some items shown may be optional. Elgin® LifeLiner® and Broom Bear® are registered trademarks of Elgin Sweeper Company. Freightliner® is a registered trademark of Daimler Trucks North America, LLC. International® and Durastar® are registered trademarks of Navistar, Inc.

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City Commission Regular Meeting - 5:05 pm

11. f.

Meeting Date: 11/21/2022

Re: Housing Needs Assessment Interlocal Agreement

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of Interlocal Agreement between the City of Fort Pierce and St. Lucie County for Cost Share Relating to a Housing Needs Assessment and Implementation Plan for the amount not to exceed \$50,000.

SUMMARY:

In an effort to address the need for affordable workforce housing, St. Lucie County has proposed to enter into an Interlocal Agreement to form a partnership with the City of Fort Pierce for the purpose of developing and implementing a comprehensive housing program to meet the community's needs.

The Interlocal Agreement was approved by the Board of County Commissioners at the October 18, 2022, meeting.

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement.

ALTERNATIVES:

Staff will proceed as recommended by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Tanya Earley, City Attorney

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2023

Account: TBD

Amount: \$50,000

OTHER INFORMATION:

Funds are available in FY2023 budget for this expenditure.

Budgeted Y/N: Y

Fiscal Year: 2023
Account: 0016000-581100
Amount: 50000.00

OTHER INFORMATION:

Item bugeted in the above account for FY 2023

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	11/15/2022 02:35 PM
Finance Department	Karen Logue	11/16/2022 11:26 AM
City Manager	Nick Mimms	11/16/2022 01:43 PM
Form Started By: Jennifer Robinson		Started On: 11/15/2022 01:27 PM
Final Approval Date: 11/16/2022		

**INTERLOCAL AGREEMENT
COST SHARE AGREEMENT RELATING TO
HOUSING NEEDS ASSESSMENT AND IMPLEMENTATION PLAN**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2022, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation, (hereinafter "CITY") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (hereinafter "COUNTY").

RECITALS

WHEREAS, the County and City desire to enter into this Agreement pursuant to Section 163.01 Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," which authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, the need for affordable workforce housing is recognized by both the County and City as critical to resident welfare and economic development;

WHEREAS, the County intends to advertise for request for proposals to procure a consulting firm to develop a Housing Needs Assessment and Implementation Plan (hereinafter "Assessment and Plan"), and the County and the City desire to partner on the Assessment and Plan;

WHEREAS, coordination of this work between the County and City will benefit residents and will serve a public purpose; and

WHEREAS, County and City agree to cooperate in an economic, timely and efficient manner.

NOW, THEREFORE, in consideration of the foregoing premises, mutual benefits to be derived from the cooperation of the parties on the Assessment and Plan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City, hereby agree as follows:

- 1. Recitations.** The foregoing recitals are true incorporated herein by reference.
- 2. County Responsibilities.** The parties agree that the County shall advertise for open competition a request for proposals to procure a consulting firm to develop the Assessment and Plan.
 - a. The County shall include a City representative, as selected by the City, to participate in the selection committee and bid review process.
 - b. The City shall be copied on proposals and be given an opportunity to review and provide comments.

3. **City Responsibilities.** The City agrees to reimburse the County for the cost of the Assessment and Plan up to \$50,000.00. The City's contribution to the cost of the Assessment and Plan shall not exceed \$50,000.00. The City shall pay the reimbursement amount to the County within thirty (30) days of receipt by the City of an invoice from the County.
4. **Notices.** All written notices required under this Agreement, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, by regular United States Mail with postage prepaid, or by certified mail, return receipt requested (Airmail if international), and shall be directed to the following persons and places designated by the parties:

FOR THE CITY:	FOR THE COUNTY:
CITY OF FORT PIERCE CITY MANAGER P.O Box 1480 Fort Pierce, FL 34954 With a copy to: OFFICE OF THE CITY ATTORNEY CITY OF FORT PIERCE P.O Box 1480 Fort Pierce, FL 34954	ATTN: HOUSING MANAGER 437 N. 7 th Street Ft. Pierce, FL 34950 With a copy to: ST. LUCIE COUNTY ATTORNEY County Administration Annex 2300 Virginia Avenue Ft. Pierce, FL 34982

Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery or (ii) on the date mailed, postage prepaid.

6. **Invalid Provisions.** In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.
7. **Liability.** The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes, or any other source of applicable governing law.
8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence

over any and all prior and contemporaneous verbal or written agreements and understandings between the parties hereto.

- 10. Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto.
- 11. Recording; Effective Date.** This Agreement shall be recorded by the County in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida. A copy of the recorded Agreement shall be forwarded to the City. The Effective Date of this Agreement shall be the date the Agreement is recorded in the public records of St. Lucie County, Florida, and shall remain in effect for 2 years thereafter ("initial term"), unless it is extended as set forth in Section 12 below or terminated as set forth in section 13 below.
- 12. Extension.** Upon the expiration of the initial term, this Agreement may be extended for an additional term of two years upon written consent of both parties.
- 13. Termination.** Prior to the County entering into a contract with the successful bidder, either party may choose to terminate this Agreement without cause upon providing a minimum of 30 days prior written notice delivered to the other party. After the County has entered into a design contract with the successful bidder, the parties may terminate this agreement by written consent of both parties.

(Remainder of this page left blank)

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed on behalf of their respective entities, their successors and assigns, on the day first above written.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
SEAN MITCHELL, CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
DANIEL MCINTYRE, COUNTY ATTORNEY

ATTEST:

CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: _____
LINDA HUDSON, MAYOR

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
TANYA EARLEY, CITY ATTORNEY

City Commission Regular Meeting - 5:05 pm

13. a.

Meeting Date: 11/21/2022

Re: Election Returns

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 22-R44 Accepting the Returns from the November 8, 2022 General Election.

SUMMARY:

Section 67(1) of the City Charter provides that at the first regular meeting of the City Commission after the primary election and the general election, the City Commission shall adopt a Resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk, such returns having been canvassed by the County Canvassing Board, and declaring the outcome of the election.

RECOMMENDATION:

Adopt Resolution 22-R44

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Supervisor of Elections

Attachments

22-R44

Form Review

Form Started By: Linda Cox

Started On: 11/08/2022 03:32 PM

Final Approval Date: 11/08/2022

RESOLUTION NO. 22-R44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ACCEPTING THE **RETURNS OF THE PRIMARY ELECTION** HELD ON NOVEMBER 8, 2022, AS PROVIDED BY THE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 67(1) of the City Charter provides that at the first regular meeting of the City Commission after the primary election and the general election, the City Commission shall adopt a Resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk, such returns having been canvassed by the County Canvassing Board, and declaring the outcome of the election.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce Florida, as follows:

SECTION 1. The City Commission of the City of Fort Pierce does hereby accept the returns of the General Election held on November 8, 2022, as provided by the County Supervisor of Elections, a copy of which is attached as Exhibit A and made a part of this Resolution, such returns having been canvassed by the County Canvassing Board, declaring the outcome of the election.

SECTION 2. This resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of November, 2022.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

TANYA M. EARLEY
CITY ATTORNEY

EXHIBIT A

City Commission Regular Meeting - 5:05 pm

13. b.

Meeting Date: 11/21/2022

Re: Planning Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 22-R45 Appointing John Heaning to the City of Fort Pierce Planning Board as Mayor Hudson's appointee.

SUMMARY:

Michael Broderick submitted his resignation from the Planning Board, thus creating a vacancy for the seat appointed by Mayor Hudson.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor Linda Hudson

Attachments

22-R45

Heaning, John

Form Review

Form Started By: Linda Cox

Started On: 11/14/2022 02:37 PM

Final Approval Date: 11/14/2022

RESOLUTION NO. 22-R45

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 that John Heaning be and is hereby appointed and/or reappointed 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.

<u>Name</u>	<u>Appointed by:</u>
John Heaning	Linda Hudson

BE IT FURTHER RESOLVED that this Resolution shall become effective November 21st, 2022.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of November, 2022.

LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

TANYA M. EARLEY
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: _____

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input 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 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 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):	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	Applicant's Signature <i>John Heaning</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 - 5:05 pm

15. a.

Meeting Date: 11/21/2022

Re:

SUBJECT:

Report

Attachments

Sunrise Theatre PFM Final Report & Analysis

Form Review

Form Started By: Jennifer Robinson

Started On: 11/18/2022 12:37 PM

Final Approval Date: 11/18/2022

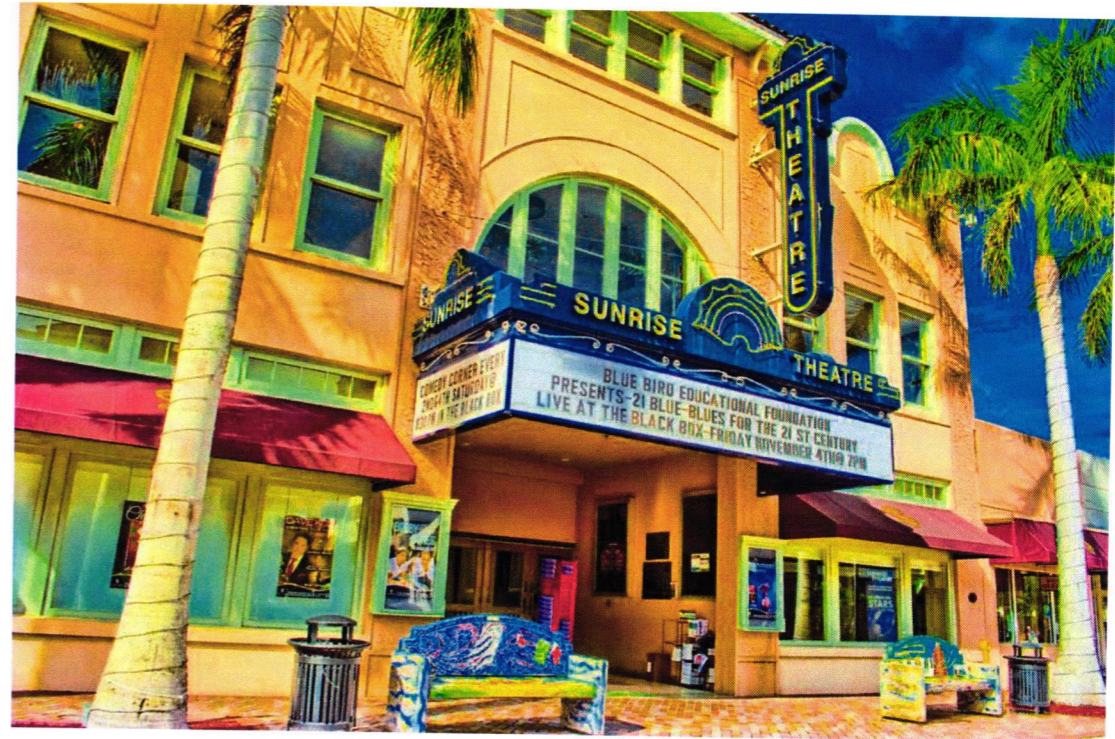
Sunrise Theatre

Professional Facilities Management
Final Report & Analysis – November 17, 2022



PFM – Final Report & Analysis

1. Strengths
2. Opportunities
3. Areas for Further Review



Strengths - Passionate Fanbase

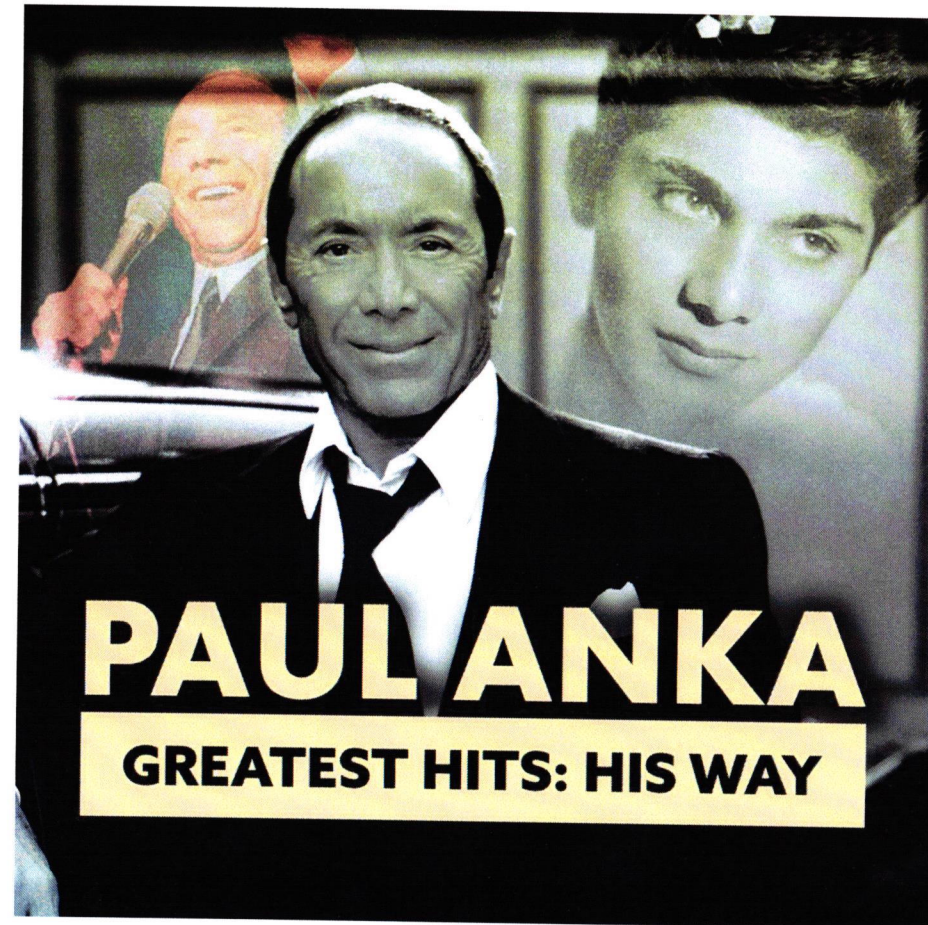
“Great establishment. Comfortable seating, great view of the stage, extremely helpful and friendly staff.”



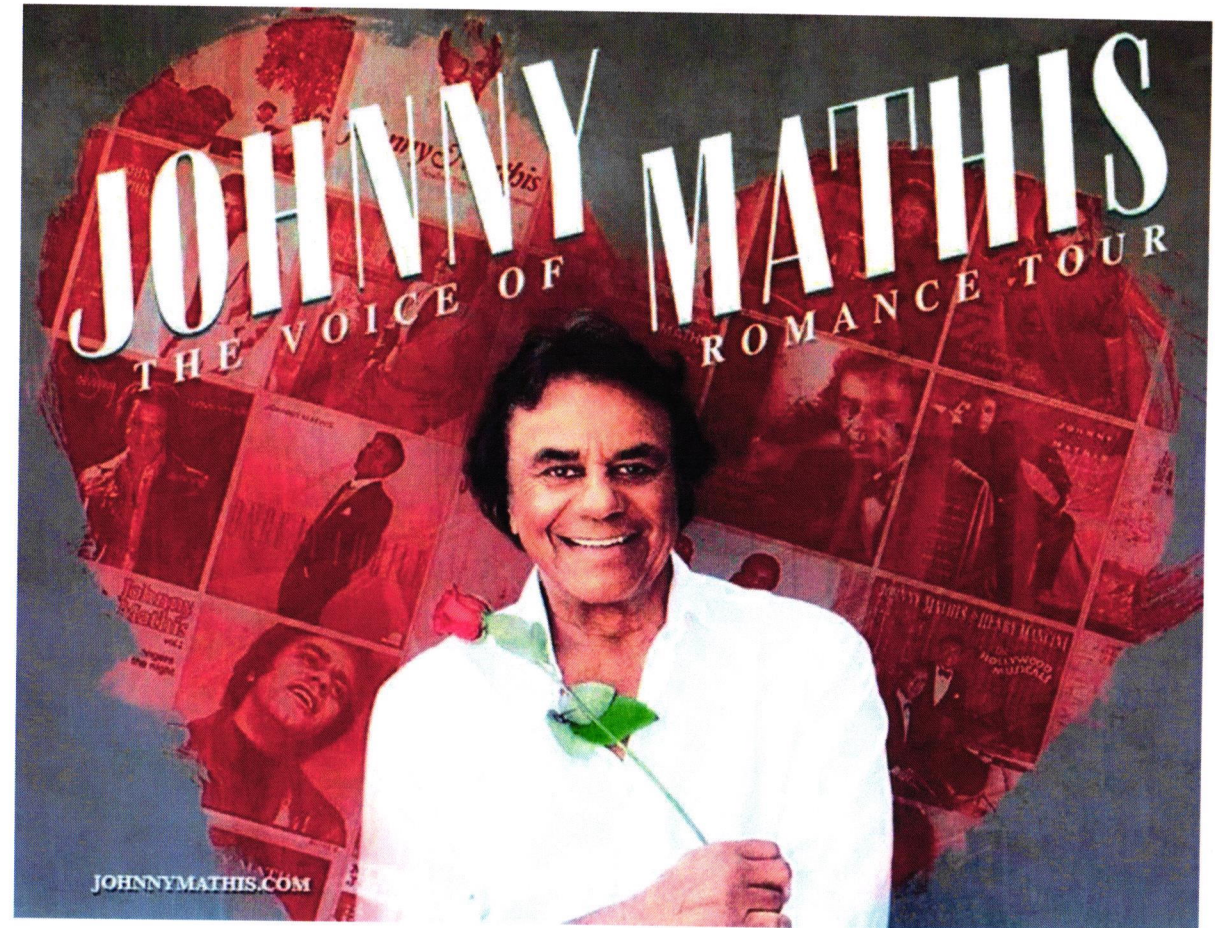
Strengths – Passionate Fanbase

- “Quality entertainment in a small venue for a reasonable price.”
- “This is an awesome venue. Highly recommend it.”
- A wonderful small-town atmosphere, coupled with great diversity of performances, including high quality shows and acts.

Strengths – Big Shows Will Come to Fort Pierce



Strengths – Big Shows Will Come to Fort Pierce



Strengths – Big Shows Will Come to Fort Pierce



Strengths - Highly Complimented Volunteer Staff

“The show was top notch, but the volunteers made it even better.”



Strengths - Highly Complimented Volunteer Staff

- “Your staff is always friendly and knowledgeable.”
- “Great staff!”
- “I attend a lot of events at the Kravis and I would say our staff here is heads and shoulders above that staff in terms of friendliness, knowledge of the seating area, and overall service (which does add to the event!).”

Strengths - Intimate Historic Theatre

“Its a perfect venue.”



Strengths – Intimate Historic Theatre

- “Love this theatre and mezzanine. Good acoustics”
- “love the intimacy and smallness of the theatre and its location to everything else.”
- “Great small venue, not a bad seat in the house”

Strengths – Social Media



Instagram



facebook.

Social Media – Kenny G Concert



sunrisetheatre Classic Kenny G at the Sunrise Theatre kicking off his Live Performance out in the audience filling the Theatre with Smooth Jazz, Rythm & Blues, and Contemporary Music and warming up the crowd with his charm and experience performing all over the World. A Great Night Out in Historic Downtown Fort Pierce, Florida!
#kennyg
31w

smiller1946 Great show!!!!
31w Reply

glamma_of_three Morning! Are there any tickets left for Kenny G?
31w Reply

22 likes
APRIL 10



Social Media – Kenny G Concert



sunrisetheatre A Happy Couple in line to see Kenny G at the Sunrise Theatre in Downtown Fort Pierce, Florida. It was a relaxed evening of Smooth Jazz, Rhythm & Blues and some Contemporary Music, as Kenny G played the Clarinet and his Sax. His worldwide sales on his music his over the 75 million mark. Lots of Happy Faces All Night Long!

30w

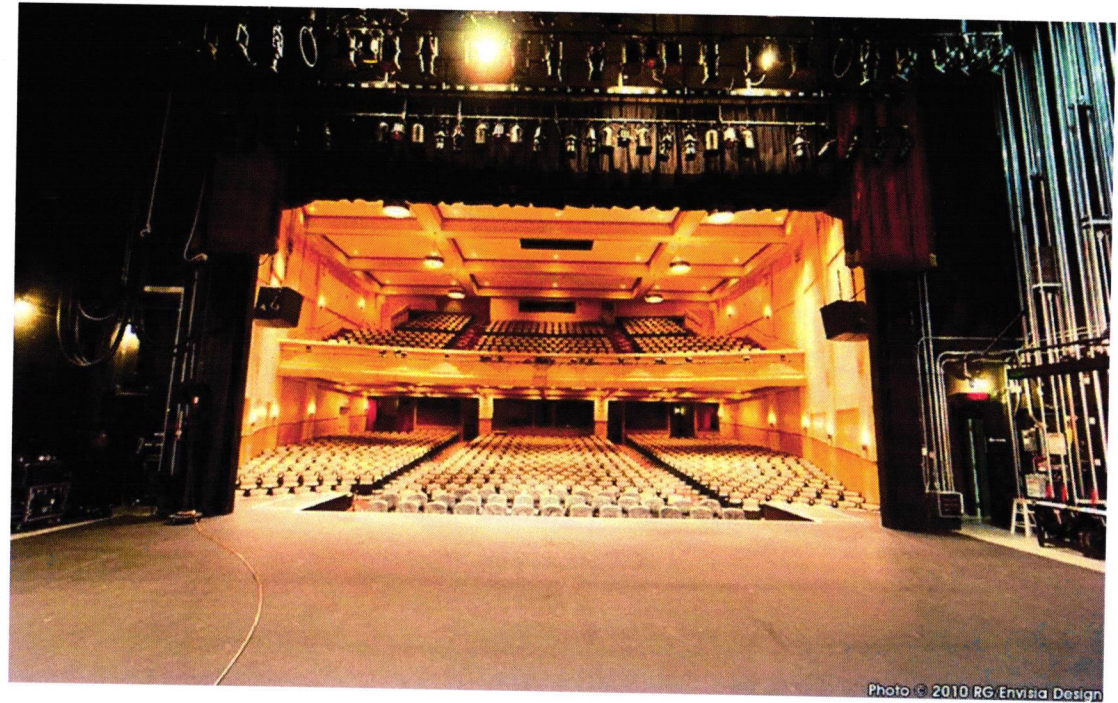


Instagram



Strengths – Tech Director / Director of Operations

- Jeff Lovett
 - Excellent new Tech Pack
 - Backstage Clean-up
 - Capital Plans & Repairs Proceeding



Opportunities

Areas for ongoing work and continued improvement

- Marketing & Promotion
- Snack & Beverage Services
- Ticketing Software

Areas for Further Review

Important structural changes to maximize ongoing viability

- Accounting
- Direct Hires vs. Staffing Agency
- Long-term Capital Funding

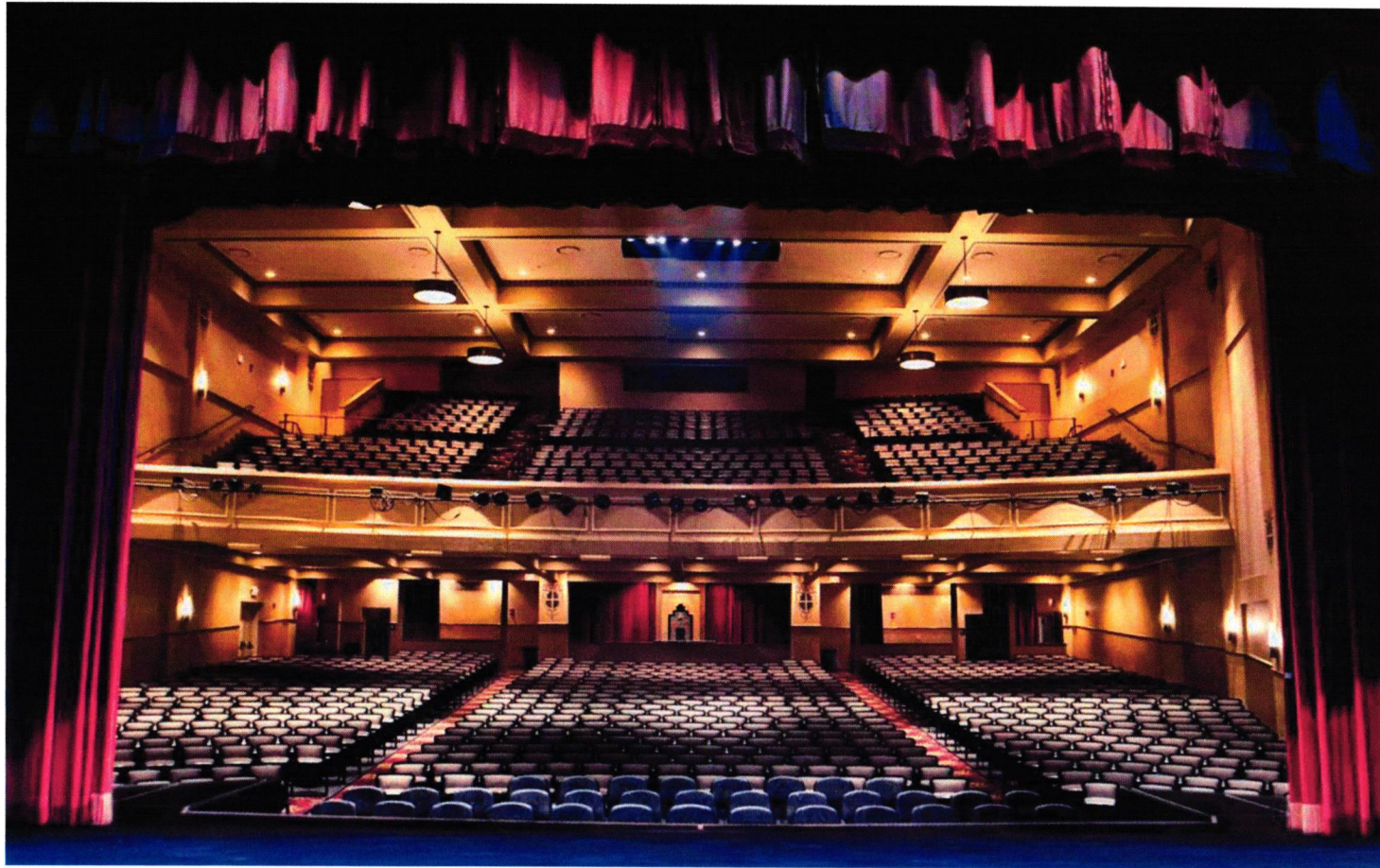
Recommended Goals for Future Success

- Utilize the greatest number of best practices
- Be open to new ideas
- Operate at or above industry standards



Thank you for this opportunity.

Best wishes for your continued and future success.





PFM

Professional
Facilities
Management