

# CITY OF FORT PIERCE

## CONFERENCE AGENDA

Conference Agenda Meeting - Monday, June 12, 2023 - 9:00 a.m.

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **New Business**
  - a. Recommendation on partnering with Harbor Branch Oceanographic Institute to host a Marina Sculpture at City Hall from the Art and Culture Advisory Board
  - b. St. Lucie County Transportation Update by Adolfo Covelli, Transit Director.
  - c. Brightline Passenger Rail Station Discussion
  - d. Police Department Annual Overview Presentation
  - e. Sunrise Theatre's 100-Year Celebration and Tourism Development Activities Update
  - f. Short Term/Vacation Rental Program Update
  - g. Annual evaluation of Linda Cox, City Clerk
  - h. Annual evaluation of Nicholas Mimms, City Manager
  - i. Annual evaluation of Tanya Earley, City Attorney

## 5. **COMMENTS FROM THE PUBLIC**

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

Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

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

7. **Adjournment**

Immediately following adjournment, please move toward the doors and exit the chambers.

This allows for the safe and courteous exit of all persons, and those on the dais.

Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

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

**City Commission Conference Agenda**

**4. a.**

**Meeting Date:** 06/12/2023

**Re:** Recommendation on partnering with Harbor Branch Oceanographic Institute to host a Marina Sculpture at City Hall from the Art and Culture Advisory Board

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

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**SUBJECT:**

Recommendation on partnering with Harbor Branch Oceanographic Institute to host a Marina Sculpture at City Hall from the Art and Culture Advisory Board

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**Attachments**

Email from Madelyn Hair - Opportunity to Host Marine Debris Sculpture  
Sculpture Collage  
News Article

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	05/05/2023 12:17 PM
Form Started By: Kaitlyn Ballard		Started On: 05/04/2023 09:14 AM
Final Approval Date: 05/05/2023		

Good afternoon,

My name is Madelyn Hair and I am a graduate student at Florida Atlantic University's Harbor Branch Oceanographic Institute in Fort Pierce, Florida. I called earlier today to let you know about an interesting proposition that would brighten your workplace while promoting community connection and environmental stewardship.

Over the last years' summers, we partnered with the Boys & Girls Clubs of St. Lucie County to host a "Keep the Sea Free of Debris" Junior Ambassador Summer Program. Through this initiative we engaged 150 teens, who collected over 18,000 pieces (nearly 1,000 pounds) of litter from local parks and waterways. I've attached a press release from Treasure Coast Newspapers where you can learn more about this program. As part of the experience, Junior Ambassadors created colorful sculptures out of marine debris they collected, which were proudly debuted to the public at the 2022 Indian River Lagoon Science Festival on October 22. Photos of the statues are attached.

The Junior Ambassadors' created these sculptures to advocate for a cleaner community and healthy waterways. After the festival, we will be placing the statues on exhibit at public locations as an effort to teach our community about the local impacts of marine debris and how we can all work together to tackle this global issue.

The Fort Pierce City Hall is frequented by many members of the public and we believe that hosting a marine animal sculpture and the accompanying educational digital display will delight your guests with the information and connection to local affairs.

The displays can be different sizes depending on configuration and which sculpture you prefer, with approximate footprints ranging from 5ft x 5 ft, to 10ft x 4ft. In order of size, the animal options are seahorse, sea turtle, octopus, jellyfish, shark, and sailfish.

If you are interested in hosting one of these statues, please let us know and we can coordinate further.

Thank you for your time and we look forward to working with you,

Madelyn Hair

--

Madelyn Hair, MS Student | she/her  
Harbor Branch Oceanographic Institute  
Florida Atlantic University



## ST. LUCIE COUNTY

# Boys & Girls Clubs help keep the sea free of debris

**Marissa Kappus**

Boys & Girls Clubs of St. Lucie County

PORT ST. LUCIE – Throughout the last two summers, Boys & Girls Clubs of St. Lucie County partnered with Florida Atlantic University Harbor Branch Oceanographic Institute (FAU Harbor Branch) to provide programming for teens that focuses on the harmful effects of marine debris while empowering young adults to become advocates for the ocean and their communities. In this time, 18,803 pieces, or 1,569 pounds, of trash were collected and removed from local St. Lucie County beaches.

Each week-long camp was structured so that teens spent time learning about marine debris and impacts on the environment before visiting various waterfront sites. There, the teens collected and sorted trash while recording data that they later submitted to the National Oceanic and Atmospheric Administration (NOAA.) The week closed with St. Lucie County Solid Waste Division teaching the teens about recycling and getting their Clubs set up with their very own recycling station.

“Through this partnership, we are not only training the next generation of marine scientists, but we are also educating our community and cleaning up local waterways,” said Dr. Gabrielle Barbarite, FAU Harbor Branch director of Outreach & Engagement. “Over the past two years, 250 Junior Ambassadors made an incredible impact on St. Lucie County beaches.”

In addition to their hands-on work in the community, these teen ambassadors created six ocean-themed art pieces using the trash they collected. The sea creature scaffolds were provided by the St. Lucie County Environmental Resources Department and were designed using upcycled materials. These sculptures will be debuted at the Indian River Lagoon Science Festival on Oct. 22, then displayed around the county.

“Boys & Girls Clubs strives to provide the highest level of life-enriching educational experiences for our Club members by partnering with experts in their field such as FAU Harbor Branch,” said



Here, a youngster stands by one of the art projects that members made with materials collected from local beaches in partnership with Oxbow Eco-Center.



Boys & Girls Clubs of St. Lucie County members taking part in an activity where they search for debris in buckets of sand. PHOTOS PROVIDED BY MARYANN KETCHAM



Dr. Gabrielle Barbarite, Laura Issac, Josephine Story, Katelyn Digirolomo and Tommy John help "Keep the Sea Free of Debris."

Will Armstead, CEO. “These teens are now conservation Ambassadors — ready to advocate for reducing ocean pollution.”



St. Lucie County Environmental Resources showing Boys & Girls Club members their completed jellyfish art project made with marine debris collected from local beaches.

**City Commission Conference Agenda**

**4. b.**

**Meeting Date:** 06/12/2023

**Re:** County Transportation Update

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

St. Lucie County Transportation Update by Adolfo Covelli, Transit Director.

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**Attachments**

Presentation

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	04/21/2023 11:14 AM
City Manager	Nick Mimms	04/26/2023 07:09 AM
Form Started By: Jennifer Robinson		Started On: 04/10/2023 03:06 PM
Final Approval Date: 04/26/2023		



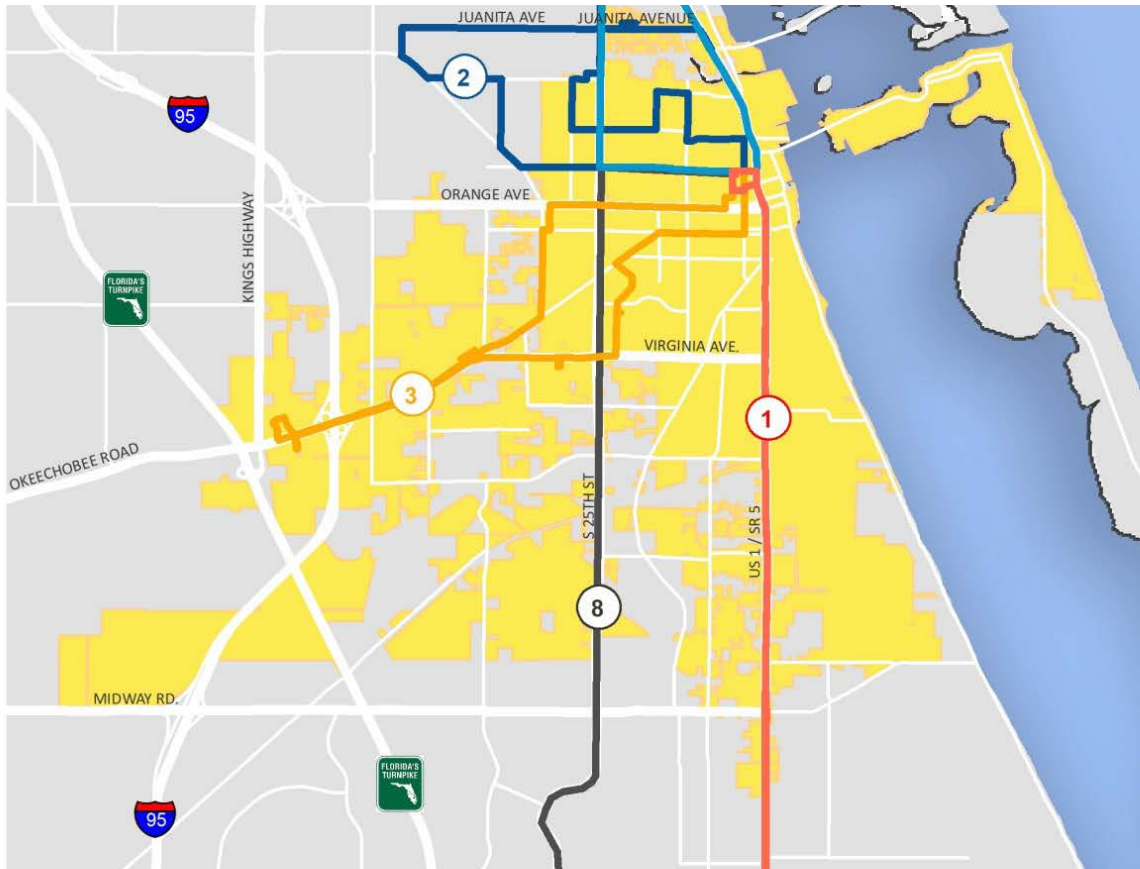
# City Commission Conference Agenda Transit Department Update

Presented by: Adolfo Covelli, St. Lucie County Transit Director

Date: June 12, 2023



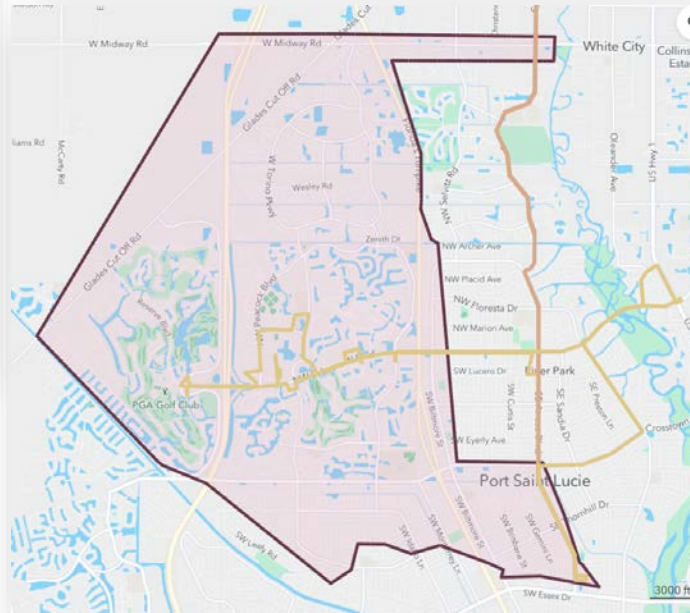
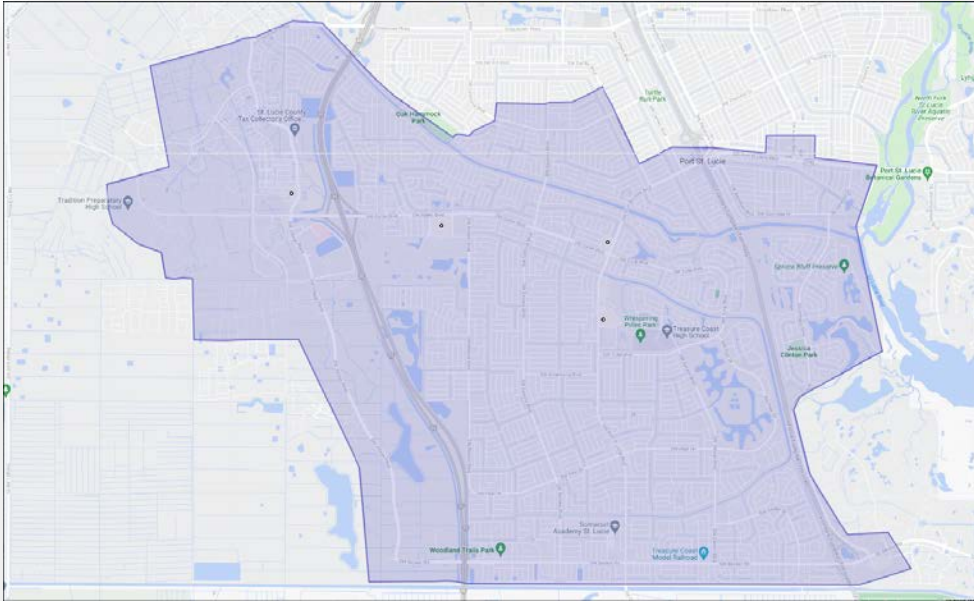
# Fixed Route



# Paratransit



# Microtransit





## Innovative Solutions:

- Direct Connect & Advantage Ride
- Over 250 St. Lucie County residents actively enrolled





## Florida Department of Transportation Microtransit 3-year grant

- Operating - \$783,279 requiring a \$783,279 local match
- Can be used to fund the expansion of the current Freebee Service
  - Either by hours, days of the week, expanding the area, or one or a combination of two or three



# Proposed Expansion



## Current Service

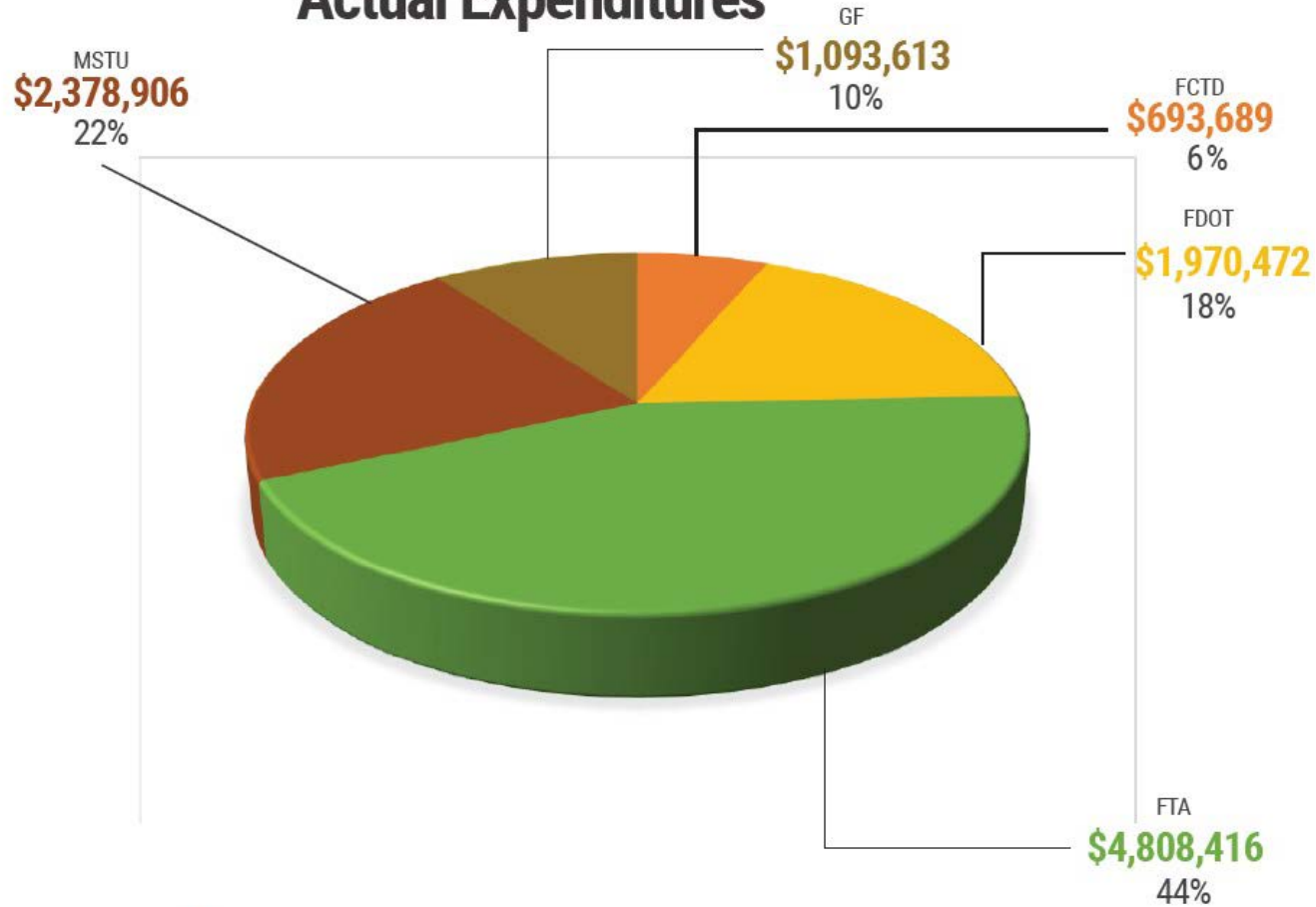
- 4 days a week, 44 hours a week
- Thursday 10-8, Friday and Saturday 10-10, and Sunday 10-8

## Proposed Service

- 7 days a week, 70 hours a week
- Estimated Cost \$520k per year requiring a 50% local match of roughly \$260k a year



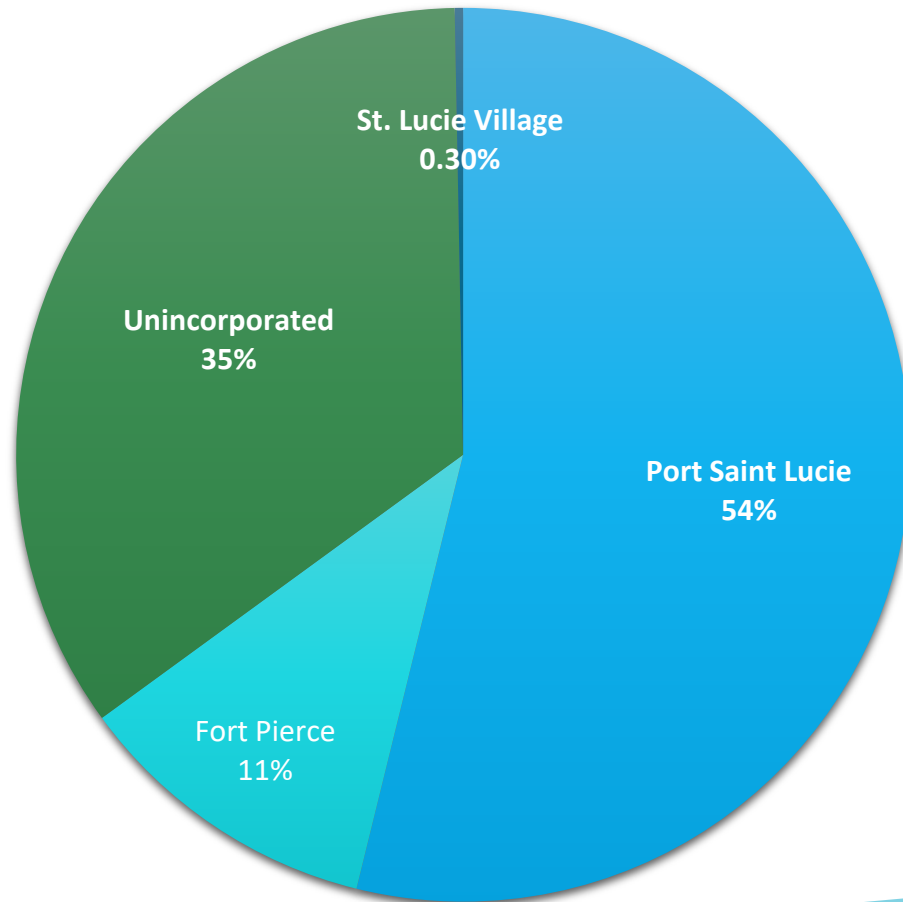
## Actual Expenditures



The local investment yields a 215% return on investment in State and Federal grants!



## Source of MSTU Funding



- Port St. Lucie
- Unincorporated SLC
- Fort Pierce
- St. Lucie Village

# 2022 Numbers



FY 22 MSTU	% of total	Total Taxes Collected
Port Saint Lucie	53.83%	\$1,687,351.00
Fort Pierce	11.14%	\$349,345.00
Unincorporated	34.72%	\$1,088,411.00
St. Lucie Village	0.30%	\$9,468.00
<b>Total</b>	<b>99.99%</b>	<b>\$3,134,575.00</b>

# Fort Pierce Transit Services



- 5 of 8 Bus Routes serve the City
- 267,000 transit boardings in the City
- 38,000 door-to-door trips
- Fort Pierce Intermodal Facility
- Bus stop improvements and 10 new shelters which will be installed soon



- Work with the city to have the ten bus shelters installed that were recently delivered to the city compound. Focus on US1 for installation of the shelters
- **City & County staff are actively working on this together and communicated back to Mr. Mimms on 4/27**
- Although there is a mechanism to fund Freebee, ART to look at possible funding opportunities for the program through FDOT and other granting agencies
- **We met Mr. Mimms on 4/27 and then presented to you today**
- Update to the Board at an informal in April/May. Talk about the MSTU report and hopefully by then have something to report about two items above
- **We are here today**
- Outreach events to promote ART. 6<sup>th</sup> Annual Highwaymen 2/18/2023 with more to come. Possible neighborhood meetings, etc.
- **Attended Highwaymen and will continue to attend outreach events. Provided transportation from two parking lots for Juneteenth celebration. The next event scheduled is July 19 and it is Unity in our Community**
- Continue to look for other means of transportation
- **Why we are here today**

# Challenges



- Providing transportation throughout the entire county, while finding the most efficient way to provide that service
- Supply chain issues and delays in vehicle repairs



*Questions & Feedback  
Thank you!*

*Contact us:  
772-462-1778  
[www.SLCART.org](http://www.SLCART.org)*



**City Commission Conference Agenda**

**4. c.**

**Meeting Date:** 06/12/2023

**Re:** Brightline

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Brightline Passenger Rail Station Discussion

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**Attachments**

Statement of Interest to Brightline - October 2018

TPO Agenda Item and Resolution

Proposed Interlocal Agreement with TPO

Zyscovich Proposal

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	05/30/2023 12:18 PM
City Manager	Nick Mimms	05/31/2023 07:48 AM
Form Started By: Shyanne Harnage		Started On: 05/30/2023 09:09 AM
Final Approval Date: 05/31/2023		

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# FORT PIERCE

PERFECTLY POSITIONED FOR BRIGHTLINE

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STATEMENT OF INTEREST  
OCTOBER 15, 2018



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# FORT PIERCE

Fort Pierce is truly a unique gem on the Treasure Coast and we are committed to making our City sparkle. With recent redevelopment projects, historic preservation initiatives, and a focus on cultural and recreational amenities, Fort Pierce has become an exceptional place to live, work, learn, and play.

Fort Pierce has retained its old Florida charm and scale, as it has welcomed new development and revitalization. The historic Downtown waterfront affords residents contemporary shopping, dining, great fishing, and a range of entertainment and activities from the nationally acclaimed Farmers Market, Friday Fest, Jazz Craft Market and the historic Sunrise Theatre for the Performing Arts.

In Fort Pierce you'll find a historic, small-town lifestyle in a picturesque slice of paradise, with miles and miles of unspoiled shores. Fort Pierce is one of Florida's best kept secrets-- a place with fascinating research centers and museums, excellent community services and a wealth of cultural and recreational attractions.

“

**The City of Fort Pierce is poised for the development of a multi-modal transportation facility.**

-TERISSA ARONSON | PRESIDENT  
ST. LUCIE COUNTY CHAMBER OF COMMERCE









Mayor Linda Hudson



Commissioner Rufus J. Alexander



Commissioner Thomas K. Perona



Commissioner Reginald B. Sessions



Commissioner Jeremiah Johnson

# MESSAGE FROM THE MAYOR

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On behalf of the City of Fort Pierce, I invite you to consider our historic city for a train stop on the Brightline. Incorporated in 1901, our strategically located city was populated in the latter part of the 19th Century as a direct result of Henry Flagler's Florida East Coast Railroad arrival in Fort Pierce in 1894. Many of our citizens descend from railroad workers or travelers. **FEC made Fort Pierce a major stop** precisely because it was about halfway between Jacksonville and St. Augustine to the North, and Miami to the South.

Approximately 45,000 people live in Fort Pierce today, but there are more than 300,000 people in St. Lucie County, which could grow to nearly half-million by 2045. **Fort Pierce is the geographic center of the Treasure Coast**, and includes the Port of Fort Pierce, and the nearby Treasure Coast International Airport, both of these assets poised to bring commerce and jobs to our area. Fort Pierce is where the Florida Turnpike meets the Atlantic Coast and Interstate 95; St. Lucie County has eight I-95 exits and more planned in the next decade.

Fort Pierce is a **business-friendly city**. In the past, our city leaders have actively sought railroad stops in Fort Pierce, including AMTRAK, Tri-Rail and now Brightline. In recent years, we have approved a concrete railroad tie plant and other industrial projects that contribute to, and benefit from railroad commerce.

St. Lucie County has **ever-improving schools**, now ranked 5th in Florida. Indian River State College is an award-winning community college, ranked 3rd most affordable in the nation and in the running for an Aspen Award for three consecutive years. Lawnwood Regional Medical Center is a Level II trauma hospital, with specialties in cardiac and pediatric care.

A train stop in Fort Pierce makes good business sense for Brightline, and would be a critical game-changer for the region. Our train stop is **strongly supported by many in St. Lucie County** and the nearby city of Port St. Lucie. We appreciate your careful and favorable consideration.



**SUNRISE THEATRE**

SUUNRISE THEATRE ON THE VERGE CONCERT SERIES  
PRESENTS-THE AJ GHENT BAND  
FRIDAY MARCH 30 TH@8PM IN THE BLACK BOX

# RIDERSHIP POTENTIAL



“

**I would be thrilled to have to have a station in Fort Pierce.  
We would certainly be regular customers.**

-C. AUBIN | FORT PIERCE RESIDENT

The City of Fort Pierce is in the heart of the Treasure Coast, centered in Saint Lucie County which has a current population of over 315,000 residents. In addition, there are approximately 600,000 residents within a 30 mile radius. Fort Pierce has a unique geographic location, situated **equidistant between Miami and Orlando**, creating an extraordinarily attractive destination for prospective businesses and families that desire to enhance their quality of life. The premier location

coupled with **vast multimodal transportation options** provide great advantages for our residents currently working in Central Florida, the Space Coast, and the South Florida region. The concept of a passenger rail stop in Downtown Fort Pierce now dramatically improves the economic viability of our area and allows our residents to access a wider spectrum of labor resources, attractions, and provides a greater choice of international transportation alternatives.



# ST. LUCIE COUNTY TOURISM

Fort Pierce is famous for being a quaint fishing village, but take a closer look and you will find a treasure trove of activities. As one of the most diverse communities on the Treasure Coast, Fort Pierce has the cultural excitement to rival any “big city” atmosphere. With weekly and monthly events and premier shows at the **Sunrise Theatre**, visitors never run out of things to do or people to meet. Fort Pierce is located on the pristine Indian River Lagoon with one of the **best all-weather inlets** in the state of Florida. Even though Fort Pierce is known for its world class fishing, some visitors would rather take an eco-friendly motorized kayak down the Indian River or dolphin watch on a tour boat. Paddle boarding and horseback riding on unspoiled beaches is also a hit among tourists. Fort Pierce’s natural beauty is world renowned.

Museums in Fort Pierce include the newly enlarged **A.E. Backus Museum**, and the St. Lucie Regional History Museum, with its satellite Adams Cobb Cultural Museum in the P.P. Cobb Building. Fort Pierce’s

most popular tourist attraction, the **National UDT Navy SEAL Museum**, commemorates the birth of the Navy frogmen here in Fort Pierce, and chronicles the evolution of this military unit to today’s Navy SEALs.

**In 2017,  
St. Lucie  
County  
welcomed  
1.2 million  
visitors that  
created an  
economic  
impact of over  
\$801 million.**

Fort Pierce City Marina is home to the **Southern Kingfish Association (SKA) National Championship** Tournament every three years bringing 250-300 fishing teams to Fort Pierce. SKA has also committed to add Fort Pierce to the tournament’s Pro Tour schedule during the off years.

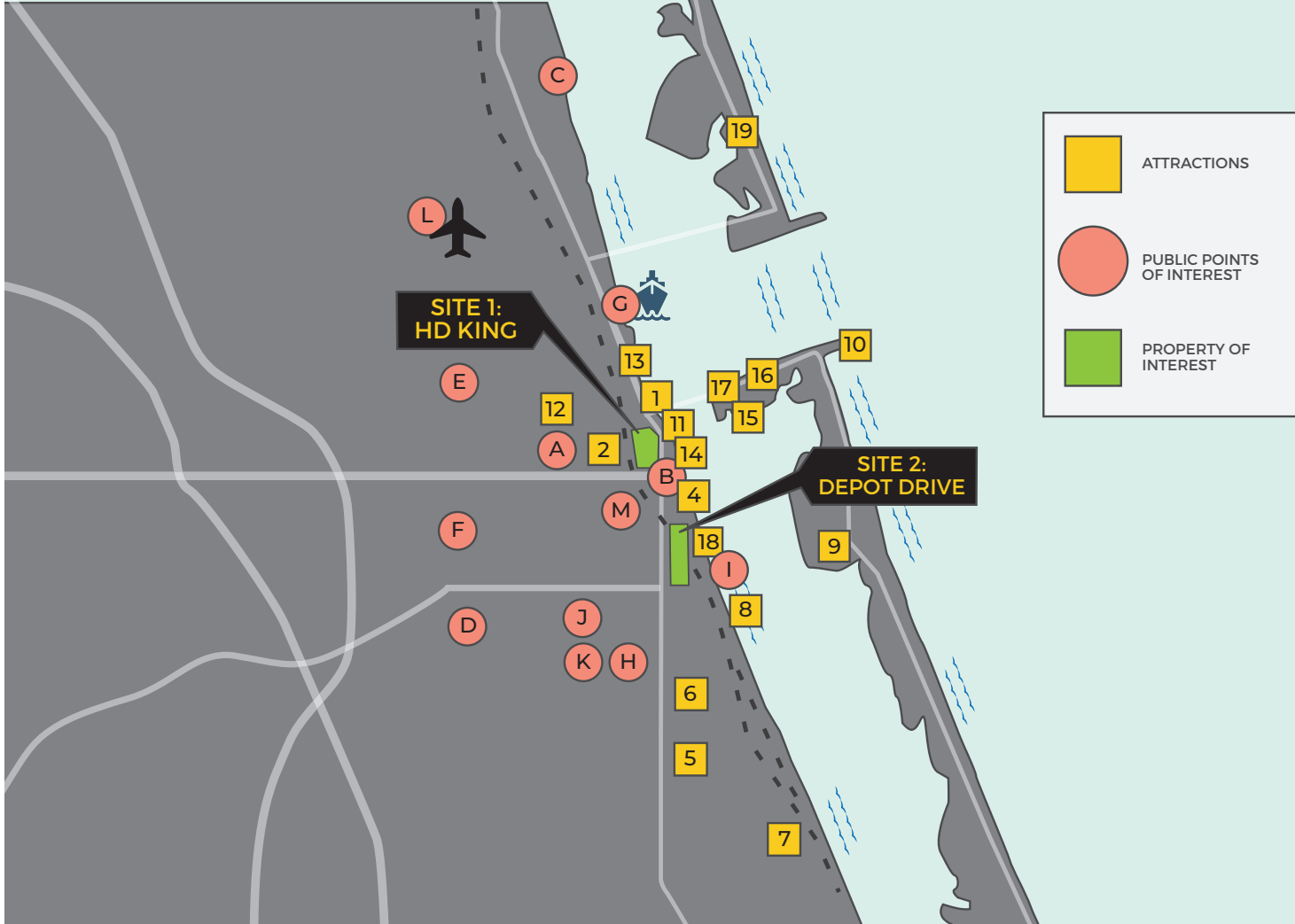
Thousands of visitors rush to St. Lucie County to watch America’s favorite pastime in Port St. Lucie – every spring the **New York Mets** major leaguers are here to train and every summer the St. Lucie Mets are in fullswing at First Data Field. First Data field is located only 10 miles south of Fort Pierce.



# PROXIMITY TO KEY DESTINATIONS

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## ATTRACTIONS

1	A.E. BACKUS MUSEUM	0.1 mile
2	ADAMS/COBB CULTURAL CENTER	0.1 mile
*	FIRST DATA FIELD (NEW YORK METS)	13 miles
4	FORT PIERCE CITY MARINA	0.1 mile
5	HEATHCOTE BOTANICAL GARDENS	2.6 miles
6	INDIAN HILLS GOLF COURSE	1.5 miles
7	INDIAN HILLS RECREATION AREA	3 miles
8	MELODY LANE FISHING PIER	0.2 mile
9	JAYCEE PARK	4 miles
10	JETTY PARK	2.9 miles
11	MANATEE OBSERVATION CENTER	0.1 mile
12	OLD CITY HALL	0.2 mile
*	PGA GOLF CLUB	12 miles
13	RIVER WALK CENTER	0.2 mile
*	SAVANNAS RECREATION AREA	6 miles
14	SEVEN GABLES VISITOR CENTER	0.1 mile
15	SMITHSONIAN MARINE EXHIBIT	1.2 miles
16	ST LUCIE COUNTY AQUARIUM	1.2 miles
17	ST LUCIE COUNTY REGIONAL HISTORY CENTER	1.2 mile
18	SUNRISE THEATRE	0.2 mile
19	UDT/NAVY SEAL MUSEUM	5 miles

## PUBLIC POINTS OF INTEREST

A	CITY HALL	0.2 mile
B	DOWNTOWN FORT PIERCE LIBRARY	0.2 mile
C	FAU HARBOR BRANCH OCEANOGRAPHIC INSTITUTE	6.6 miles
D	INDIAN RIVER STATE COLLEGE	3.5 miles
E	INTERMODAL TRANSIT FACILITY	0.5 mile
F	LAWNWOOD REGIONAL MEDICAL CENTER	2.9 miles
G	PORT OF FORT PIERCE	0.5 mile
H	ST LUCIE COUNTY ADMINISTRATION	2.7 miles
I	ST LUCIE COUNTY COURTHOUSE	0.2 mile
J	ST LUCIE COUNTY PROPERTY APPRAISER	2.7 miles
K	ST LUCIE COUNTY TAX COLLECTOR	2.7 miles
L	TREASURE COAST INTERNATIONAL AIRPORT	4.3 miles
M	US FEDERAL COURTHOUSE	0.4 mile

\* NOT SHOWN ON MAP  
APPROXIMATE DISTANCES FROM HD KING PLANT SITE



# DEMOGRAPHICS



**Downtown Fort Pierce serves a large, growing regional trade area of over half million persons with average household incomes similar to the state's average.**

-H. GREENBERG | GREENBERG DEVELOPMENT SERVICES

## FAST FACTS

	Primary	Secondary	Tertiary
2015 Population	50,313	138,815	530,660
2020 Projected Population	52,394	144,604	554,165
Total Households	18,449	55,225	217,989
Median Age	37.0	43.2	47.8
Median Household Income	\$26,762	\$34,753	\$43,699
Average Household Income	\$38,892	\$49,767	\$64,010
Median Net Worth	\$219,626	\$449,459	\$741,000

- Downtown Fort Pierce serves a large, growing regional trade area of over half million persons with average household incomes similar to the State's average.
- Over 60,000 households or 27% of households in the regional trade area have an average household income of over \$75,000. Householder's median net worth is estimated to be \$700,000.
- The regional trade area is comprised of slightly older, more affluent white homeowners than the local trade area. The region's diversity index is below the State.
- The region's large number of retired persons contributes to a lower median and per capita income and higher median age.
- Fort Pierce local trade area is younger and more diverse. Within twenty minutes of downtown there are over 55,000 households, over 10,000 households have incomes over \$75,000. Householder's median net worth is estimated to be \$450,000.
- Over **35,000** St. Lucie County residents commute to South Florida for work.

### COMMUTERS

TO BROWARD: **4,684**

TO MARTIN: **17,264**

TO MIAMI-DADE: **3,251**

TO PALM BEACH: **12,531**

## POPULATION

**622,181**

within 30 miles of proposed station

**77,242**

within 5 miles of proposed station



## PORT OF FORT PIERCE

South Florida is the center of the yacht maintenance, repair and operations industry for the Western Hemisphere with major facilities in Miami, Fort Lauderdale, and West Palm Beach. Within the next year, the Port of Fort Pierce will begin its transformation into **the next major player** in this ever-growing industry.

Brightline will provide needed transportation between an established community of vendors, suppliers, and their employees in South Florida, especially those with skills unique and critical to the yachting industry, as Fort Pierce develops. Eventually, as Fort Pierce progresses, the same group may move southward instead. Crews will travel between Fort Pierce and marinas in South Florida, where vessels berth before and after maintenance and refit activity. Brightline will also facilitate travel between Fort Pierce and major gateway airports in Miami and Fort Lauderdale for vendors and crew.

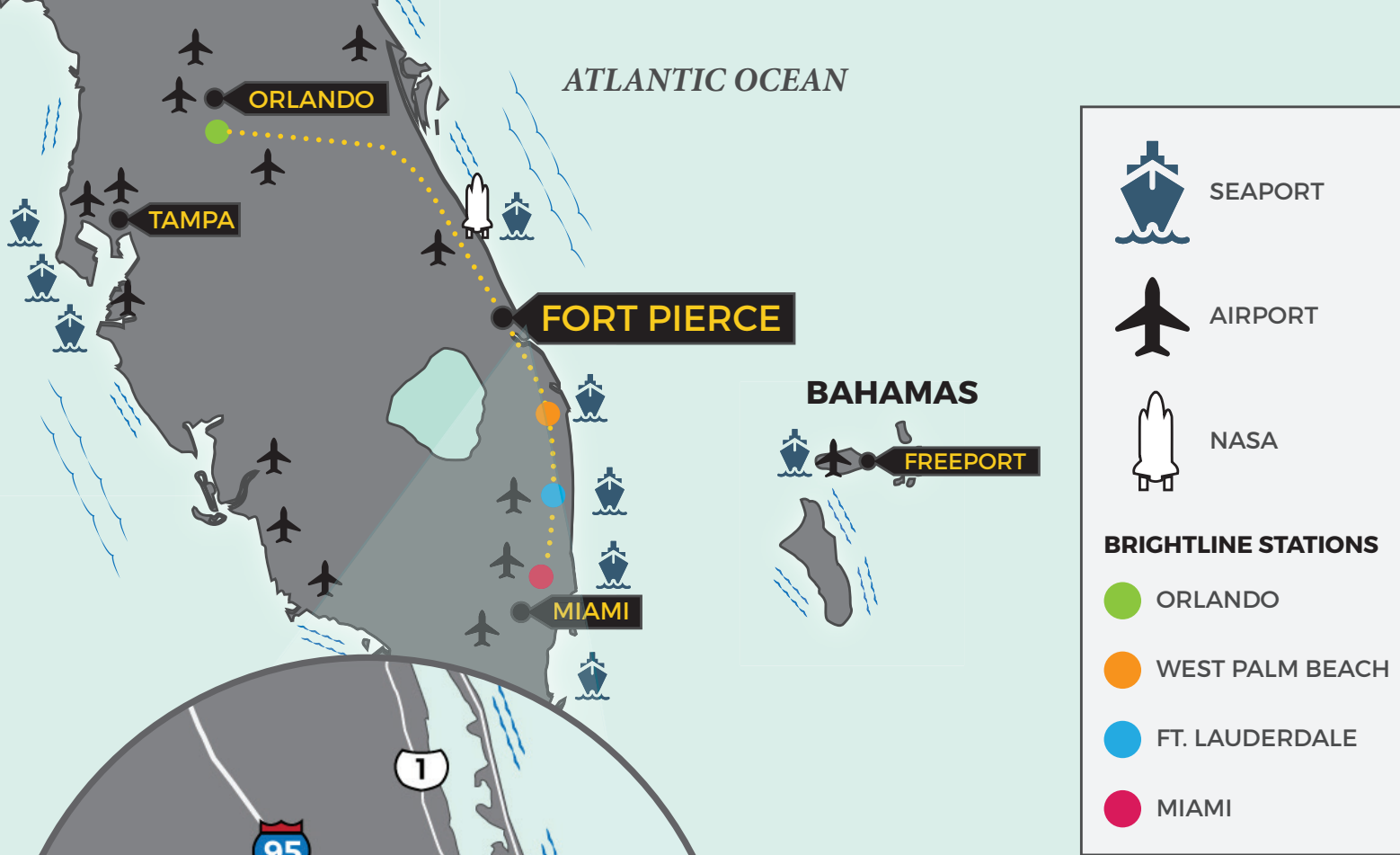
# ACCESSIBILITY

## TREASURE COAST INTERNATIONAL AIRPORT

Treasure Coast International Airport will benefit from aircraft owners and crew being able to utilize its **less crowded airspace** and lower cost facilities for extended stopovers, while enjoying the convenience of quick trips to Fort Lauderdale and Miami.

Brightline can make our port and airport a hub and an attractive alternative to South Florida simply because of the ease of access to South Florida, the congested center of the large yacht industry in the US and perhaps equally congested magnet for corporate jets.





## ALL ROADS LEAD TO FORT PIERCE

Extensive, dependable transportation and easy access is the key to growth, and Fort Pierce has both in abundance. Interstate Highway 95 and U.S. Highway 1 provide easy access to the country's east coast, from Key West to Maine. Florida's Turnpike stretches from just south of Miami through northern-central Florida, while State Road 70 runs from U.S. Highway 1 in Fort Pierce west to Bradenton, Florida. Fort Pierce offers a **plethora of transportation linkages** which include highways, rail, a custom-serviced international airport, and a deep-water port – all of which enable easy access to all St. Lucie County has to offer.

### AIRPORT DISTANCES

TREASURE COAST INTERNATIONAL	4 miles	ORLANDO INTERNATIONAL	109 miles
PALM BEACH INTERNATIONAL	63 miles	SANFORD INTERNATIONAL	126 miles
FORT LAUDERDALE INTERNATIONAL	111 miles	MIAMI INTERNATIONAL AIRPORT	129 miles
ORLANDO MELBOURNE INTERNATIONAL	55 miles		



## INTERMODAL OPPORTUNITY: FORT PIERCE BRIGHTLINE STATION ANALYSIS

### BASELINE ASSESSMENTS OF THE EXISTING ST. LUCIE COUNTY TRANSIT SYSTEM AND THE INTEGRATION OF REGIONAL PASSENGER RAIL SERVICE

#### **METHODOLOGY**

Remix is a web-based application for planning public transit systems and provides the ability to envision and evaluate a proposed new service. In St. Lucie County, the Remix platform brings together the entire transportation picture to understand how public transit and new mobility work together.

To assess the potential of a Fort Pierce Brightline station, staff used Remix to create a data visualization to understand how the service would integrate with the existing network. This includes ridership potential, economic and demographic information, proximity of the proposed station and intermodal connections with the local and regional transit systems.

The 'Brightline Fort Pierce Remix Project' demonstrates a commitment to regional planning. Data from the neighboring county transit agencies have been incorporated. The project was created to include overlay information containing a local and regional perspective of the project. To the north, the Indian River County (Go-Line) and to the south, Martin County (Marty) General Transit Feed Specification (GTFS) files have been included. The Palm Beach, Broward and Miami-Dade existing Brightline stations have also been included in the analysis.

# INTERMODAL CONNECTIONS



## HIGHLIGHTS

The St. Lucie County Transit Development Plan (TDP) provides a strategic ten year planning horizon for strategies to further the mission for economic vitality through public transportation. St. Lucie County Transit is a state recognized leader in providing innovative solutions toward improving the value, efficiency, and effectiveness of services.

The St. Lucie County Transit Development Plan Major Update is currently underway and the public is being solicited for input via various mechanisms including an online survey. The new TDP will be adopted by the Board and Cities and transmitted to the Florida Department of Transportation in 2019.

The County continues to keep pace with the urban mobility ecosystem. In 2017, a community wide bike share program was launched and an after-hours program was developed through a partnership with the national transportation network company, Lyft. The County reports annual progress to the Florida Department of Transportation.

In 2017, St. Lucie County became the 39th transit system in the nation to eliminate the fare box for fixed route and paratransit services. Unlike national industry trends of declining ridership, St. Lucie experienced an increase of 155% for the fixed route within a one year duration.

## KEY FINDINGS

A three mile buffer overlay was performed at each bus stop in the tri-county area including the proposed Fort Pierce Brightline station. The population within the geographic buffer zones (includes the range from Indian River County, St. Lucie County, Martin County and the three existing Brightline stations to the south) is **1,101,792**.

The existing Fort Pierce Intermodal Facility provides connections to all bus routes servicing the Treasure Coast. The walking distance is **less than fifteen minutes** from the proposed Brightline Station.

## VALUE CAPTURE: A DEDICATED FUNDING SOURCE

The municipalities within St. Lucie (the cities of Port St. Lucie, Fort Pierce and St. Lucie Village) and St. Lucie County Government demonstrate a commitment to public transportation through the implementation of the Transit Municipal Services Taxing Unit (MSTU). Since 2002, this dedicated funding source is derived from an annual levy of ad valorem taxes for public transit services including, but not limited to fixed route, deviated route, demand response, van pooling, rail, non-motorized transportation and Americans with Disabilities Act (ADA) trips. For every dollar generated from the Transit MSTU the County draws down (at least) an additional \$2.00 from Federal and State funding sources. The leverage rates vary depending on the grant type and matching requirements.



UNITY BANK

# DEVELOPMENT POTENTIAL



“

**IRSC supports the creation of an easily navigable, multi-modal transportation facility and network in Downtown Fort Pierce.**

-DR. EDWIN MASSEY | PRESIDENT, INDIAN RIVER STATE COLLEGE

The **Treasure Coast** has seen **explosive growth** and **Fort Pierce** has been in the center of **this movement** that has generated vast economic development opportunities. Fortunately, during this time the City of Fort Pierce had the foresight to **acquire property in the central business district immediately adjacent to rail property** that has been envisioned to facilitate passenger rail connectivity. Two (2) prospective locations have been identified that can easily spur significant development. Both have been conceptualized for design and are located within the boundaries of the local community

redevelopment agency with an emphasis on the revitalization of both the physical and economic environment. It is acknowledged that there are multiple functional architectural and compatible urban design approaches to each of these sites and that the conceptual renderings are examples of the development options available for these locations.

# SITE 1: KING PLANT





## LOCATION

This property is located in Downtown Fort Pierce along the Indian River Lagoon. Home to one of the country's most idyllic and historic main streets, and a small town gem according to a recent article in USA Today, Fort Pierce offers rich culture, history, and architecture. Fort Pierce is also home to an array of recreational activities and attractions, like the Historic Sunrise Theatre, and a vibrant waterfront.

Located east of the property is the City Marina, which was recently reconstructed to include a total of 247 slips to create a beautiful marine recreation destination. This marina was severely damaged during the 2004 hurricane season, but through joint efforts of the City of Fort Pierce, the Federal Emergency Management Agency, the Florida Department of Environmental Protection, and the US Army Corps of Engineers, it has been reconstructed as a unique ecological feature that enhances the waterfront of Fort Pierce.

To the north is a reinvigorated historic residential community named Edgartown, which is attributed for being the earliest settlement in the Fort Pierce area. To the south and west is Downtown Fort Pierce, the central business district. This area has undergone significant infrastructure improvements that has produced the most beautiful waterfront on the Treasure Coast.

## PROPERTY DETAILS

The H.D. King site was the former home of the electricity generating facility for the Fort Pierce Utilities Authority. The facility was demolished in 2008 and the site has gone through a series of soil remediation processes. The remediation has been completed and the site offers **approximately 7.2 acres** for redevelopment. The site has been graded and the City recently completed construction of new seawalls for Moore's Creek. The property is currently appraised at \$2.8 million.

This site is definitely a diamond in the rough, offering unparalleled views of the Indian River Lagoon and walking distance to dining, arts, and entertainment.

The H.D. King site is currently zoned Light Industrial (I-1) reflective of its former use as a utility site, with an **industrial land use**. City Staff is **supportive of a rezoning and change in land use** to reflect the project proposed by the successful bidder. The City offers the development toolbox option of a Planned Development (PD) zoning category, which allows for a negotiated zoning district for that property based upon a development plan, as well as a variety of traditional classifications like Commercial General. Additionally, the City of Fort Pierce is committed to "fast track" review processes for this site.

There are approximately 12.87 acres of vacant property within 1000 feet of this site. Complete legal descriptions, square footage, full size maps and vacant parcel list are included in the Appendix.

# SITE 1: KING PLANT CONCEPTUAL

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Provided with more available land to work with, the Station reflects the design elements found in Brightline's West Palm Beach and Ft. Lauderdale stations while providing the opportunity to connect with over 6 acres of developable land facing the City's Marina and the Indian River Lagoon. To the north is Station parking and to the south is Station passenger drop off and bus parking. A pedestrian way parallels the Station platform from Marina Way heading north, through the Station connecting future development to the north.



INDIAN RIVER DRIVE

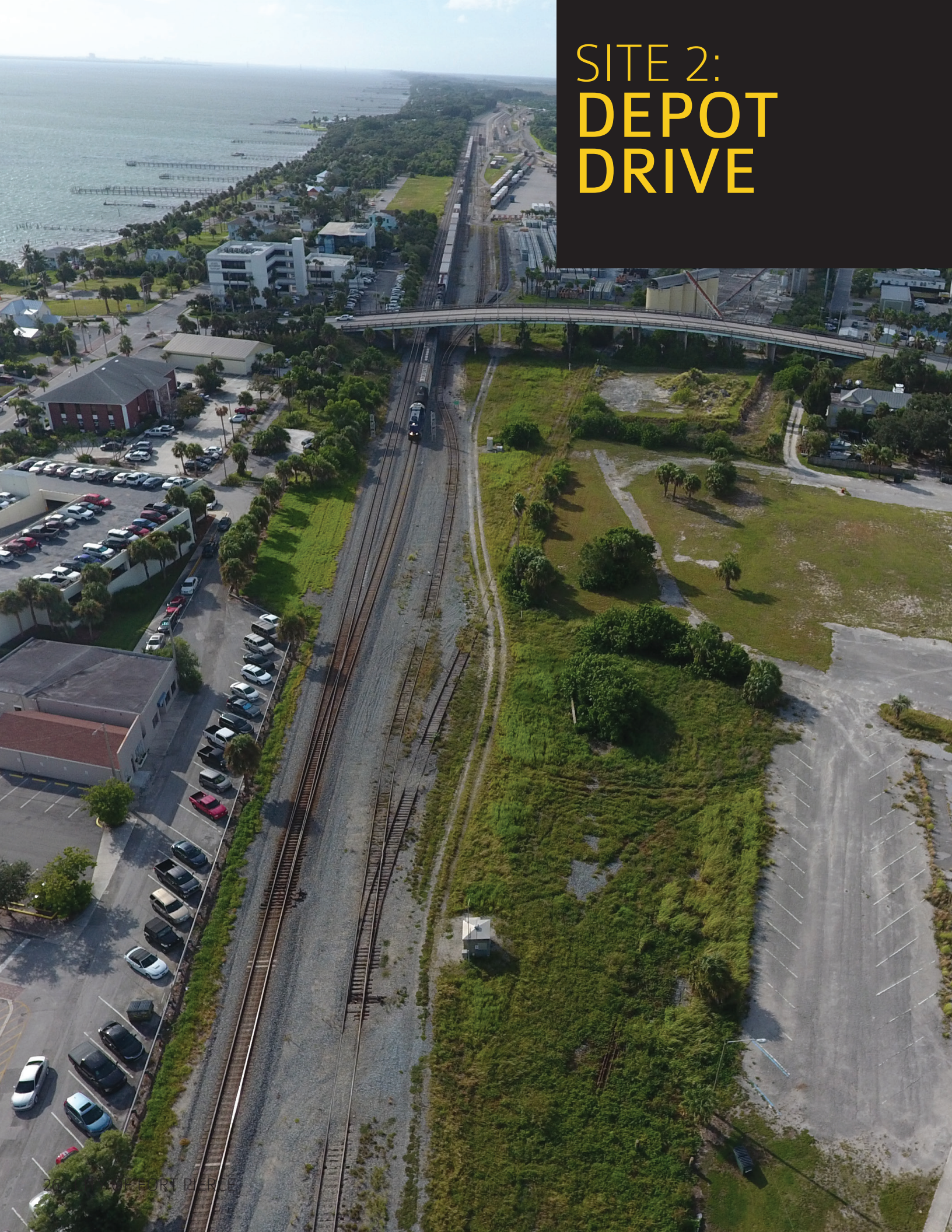
BACKUS AVENUE

N 2ND STREET

US HIGHWAY 1



# SITE 2: DEPOT DRIVE





## LOCATION

This property is located in Downtown Fort Pierce, adjacent to US Highway 1 and Orange Avenue in the heart of the Central Business District. South Depot Drive is perfectly located between Federal, State, County and Municipal government and judicial offices. The City's parking garage, which offers 450 parking spaces, is conveniently located just across the street to the north, and the historic Sunrise Theatre is adjacent to the site. Just two blocks to the east is the City's beautiful fully rebuilt City Marina. Marina Square is also home to the Saturday Farmer's Market and Wednesday Green Market.

In 2005 and 2006 while the City was exploring opportunities for Amtrak passenger service, the City held a series of public meetings in conjunction with FDOT and the Treasure Coast Regional Planning Council. During those meetings, several sites were evaluated and the South Depot Drive site was the preferred site for the Amtrak station.

## PROPERTY DETAILS

South Depot Drive is a long narrow **0.86 acre** parcel that gets wider on its southern end. While the City purchased this parcel in 2017 for \$30,000, it is a former Flagler Development Corporation property and ideally situated on the eastern side of the FEC rail right of way. It is currently utilized for parking, however, a large portion of it is undeveloped and could hold the key to its future use. Its ingress/egress points are Orange Avenue, Atlantic Avenue and Boston Avenue. South Depot Drive is also adjacent to several large vacant parcels in the immediate vicinity.

This parcel is **currently zoned C-4**, Central Commercial Zoning. This zoning district is intended to serve as a primary center of commercial and institutional activity and as a readily identifiable focal point of the community and surrounding area. It is intended to be an intensively used area catering primarily to the pedestrian. This parcel is also part of the Downtown Business and Entertainment Overlay District, which recognizes the unique historic urban core of the community and location to waterfront amenities.

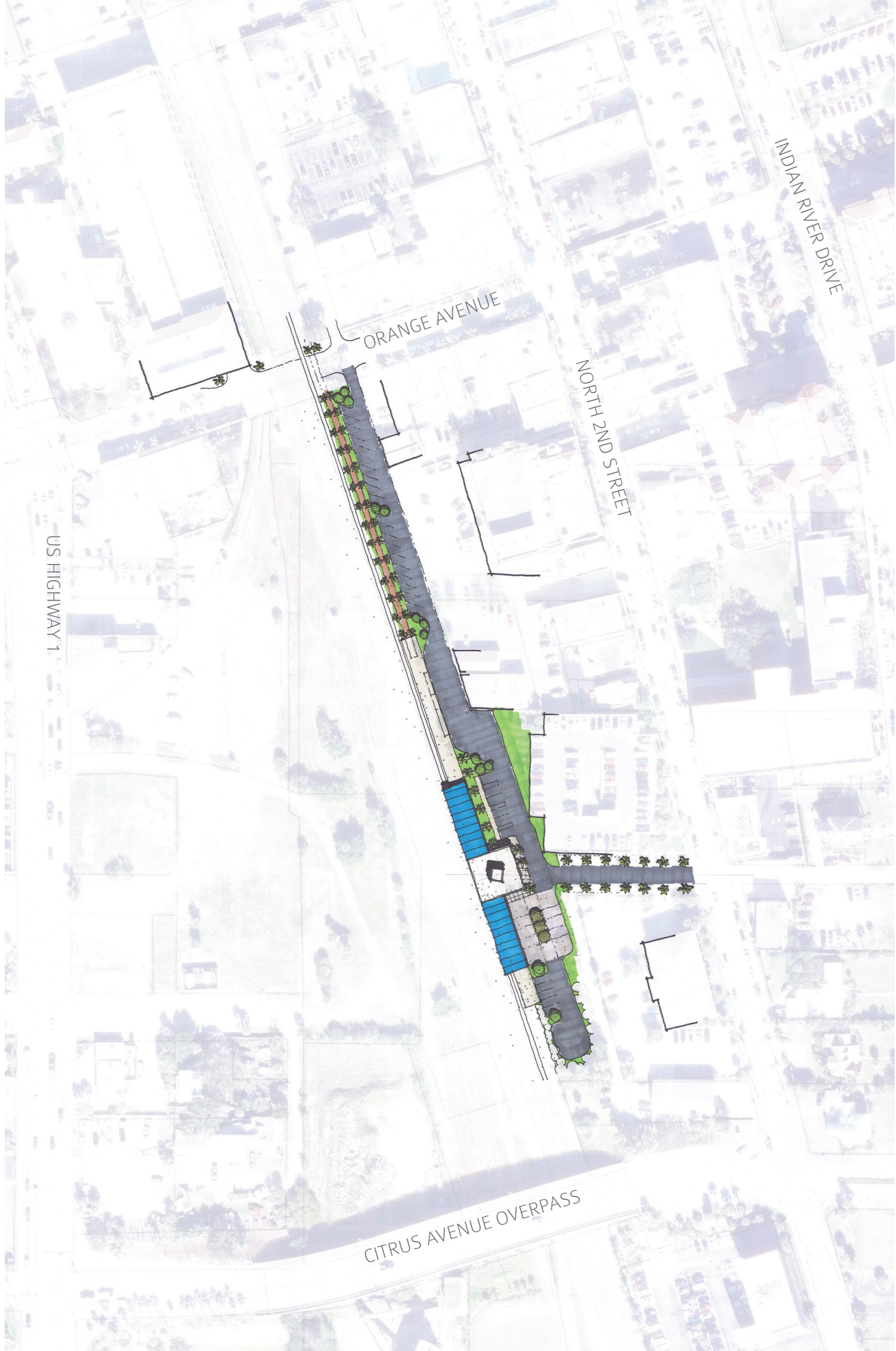
There are approximately 9.79 acres of vacant property within 1000 feet of this site. Complete legal descriptions, square footage and full size maps are included in the Appendix.

# SITE 2: DEPOT DRIVE CONCEPTUAL

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The Station and platform take advantage of the long, narrow linear configuration of the site by stretching the platform northward and connecting it to a pedestrian way that ultimately connects with the City's parking garage. Station dropoff for automobile and bus transit is located directly to the south of the Station. Angled parking along the north platform has been given to additional transit drop-off.







# DOWNTOWN LOCATION



FORT PIERCE NAMED ONE OF THE 20 MOST BEAUTIFUL MAIN STREETS IN AMERICA BY READER'S DIGEST.



FORT PIERCE NAMED NUMBER 1 OF "50 BEST SMALL TOWN MAIN STREETS" IN AMERICA BY TOP VALUE REVIEWS.



DOWNTOWN FORT PIERCE RANKED AMONG THE NATION'S MOST IDYLIC AND HISTORIC MAIN STREETS ACCORDING TO USA TODAY.



FORT PIERCE NAMED MOST AFFORDABLE BEACH TOWN IN FLORIDA BY NEIGHBORHOODS.COM.

Fort Pierce, often called the Sunrise City, has been the hub of St. Lucie County, Florida for over 100 years. Incorporated in 1901, the city grew from 300 pioneers to approximately 45,000 residents and encompasses over 30 square miles. Originally a small trading post near the Indian River, Fort Pierce has transformed into the **judicial, cultural, and historic center of the Treasure Coast**. Downtown Fort Pierce has established itself as a true destination with attractions and several events creating a vibrant and authentic atmosphere.



# PEDESTRIAN- FRIENDLY



The City ranks high on walkability measures. Walkability has positive impacts on the health of citizens, the environment and economic benefits. The **City's downtown is accessible for both pedestrians and bicyclists via a series of wide sidewalks and bicycle lanes.** In addition, the City encourages mobility through the addition of "fix it" stations and parking racks for bicyclists in key locations throughout the downtown. The East Coast Greenway, a people powered trail connecting 3,000 miles from Maine to Key West, also is within a block of both sites. This trail offers connections to 15 states and over 450 cities. Additionally, the City offers several bike sharing stations. For a small charge, you can rent a bicycle and connect to many of the attractions or to more transit options, like the bus terminal on Avenue D or a water taxi!



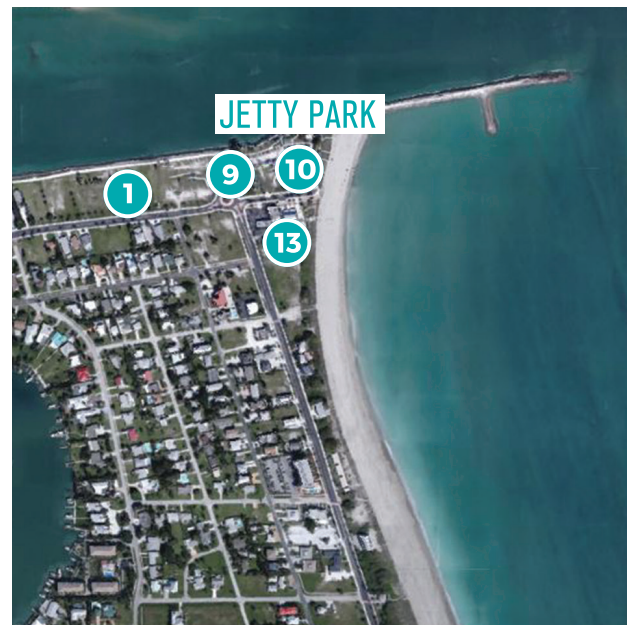
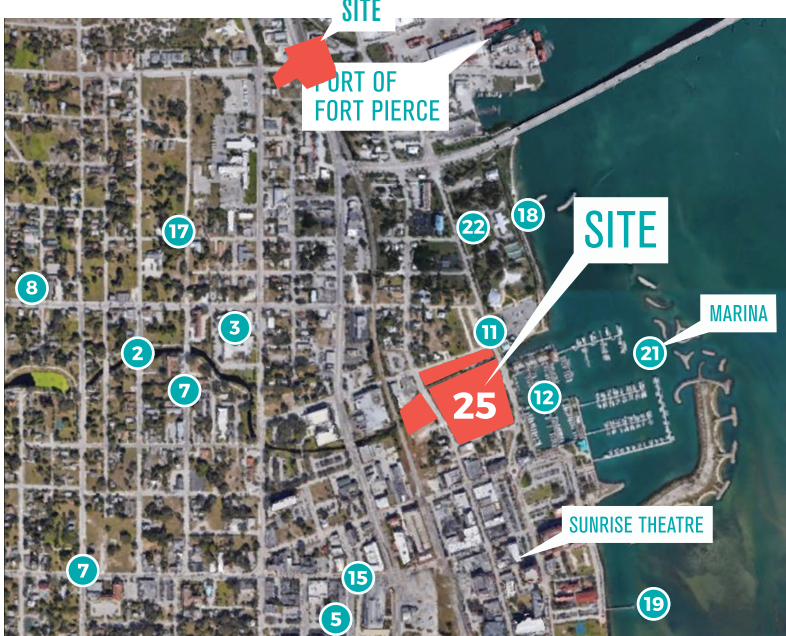


# LOCATION

## CONTINUED







## CAPITAL IMPROVEMENT PROJECTS 2010 -17 • 2 MILE RADIUS

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>1. Inlet Linear Park   \$ 679,730</li> <li>2. 9th Street Bridge Replacements   \$ 2,111,481</li> <li>3. Moore's Creek Linear Park   \$ 3,892,619</li> <li>4. 13th Street Orange Avenue to South of Avenue D   \$ 659,333</li> <li>5. Atlantic / 5th Street Drainage Repair   \$ 24,655</li> <li>6. Pinecrest Estates Drainage Improvements   \$ 535,234</li> <li>7. 10th Street Moore's Creek to Citrus Avenue   \$ 2,081,442</li> <li>8. 19th Street Canal Repairs   \$ 78,195</li> <li>9. Jetty Park   \$ 1,360,439</li> <li>10. Seaway Drive Sidewalk Enhancement   \$ 142,370</li> <li>11. Moore's Creek Dredging   \$ 90,000</li> <li>12. Replacement of 20,000 Gallon Fuel Tank   \$ 264,867</li> <li>13. Alley 132   \$ 24,269</li> </ul> | <ul style="list-style-type: none"> <li>14. SR A1A Phase (US1 to Blue Heron)   \$ 22,308,434</li> <li>15. 5th Street &amp; Orange Avenue to Boston   \$ 151,326</li> <li>16. Georgia Avenue Drainage Basin Outfall   \$ 315,914*</li> <li>17. Lincoln Park Neighborhood Improvements   \$ 544,758</li> <li>18. Veterans Park Phase I - Indian River Dr.   \$ 400,450</li> <li>19. Melody Lane Fishing Pier   \$ 550,234</li> <li>20. Indian Hills Recreation Area Phase I   \$ 3,000,060*</li> <li>21. City Marina Phase I   \$ 31,771,144.00   \$6,500,000</li> <li>22. Veterans Park Phase II   \$ 2,032,810</li> <li>23. 21st Street &amp; Havana Avenue   \$ 384,561*</li> <li>24. Indian Hills Recreation Area Phase II   \$ 2,333,885*</li> <li>25. King Power Plant Remediation   \$ 4,197,994.00</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

\* not pictured

# CAPITAL IMPROVEMENT PROJECTS

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Downtown Fort Pierce, with its central location along the growing Treasure Coast, and its abundant natural and cultural amenities make it a prime location for private investment. Since 2010, there has been over \$79 million worth of Capital Improvement Projects completed within a 2-mile radius of the former H.D. King Plant.

Located directly across from the King Plant, the **Fort Pierce City Marina** is the largest downtown development project to date totaling in excess of \$31.7 million. The Fort Pierce Marina was destroyed by back-to-back Hurricanes Frances and Jeanne in 2004. In response, the city embarked on a ten-year project to permit and construct a network of breakwater islands. A pilot project of the State of Florida, the islands have proven successful, innovative, and adaptable, while winning various technical awards and the Florida Main Street's Honor Award for outstanding public improvement. Fort Pierce remains committed to utilizing creative methods to protect and improve the Indian River Lagoon.

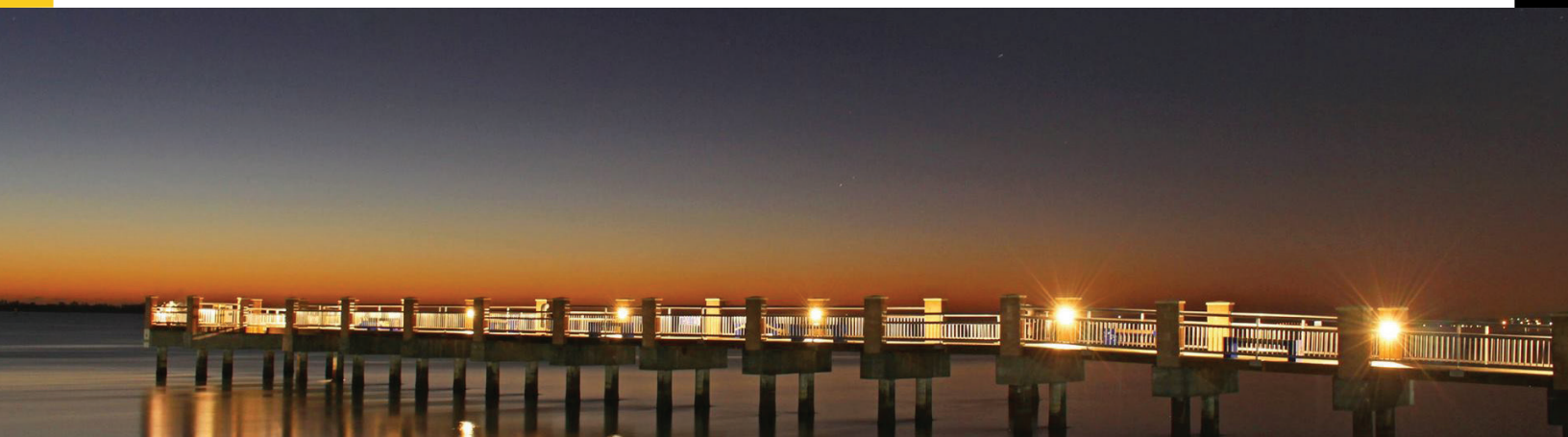
The Marina is home to fishing charter vessels, wildlife tours, and Freedom Boat Club. The City Marina consists of 247 slips that can accommodate up to 274 vessels up to 140 feet in length, a gift shop, fueling capabilities, and two restaurants on-site. The Marina is open 24 hours per day, 7 days a week to accommodate boaters' needs. These long hours allow our customers to make the Bahamas crossing via one of the best deep water inlets in Florida

just 2.5 miles away. The Marina also provides the perfect place for boaters to dock while checking in with local customs at the nearby airport.

The newly redesigned **Veterans Memorial Park** is a \$2 million stormwater project located adjacent to the King Plant site. Not only does this project look absolutely beautiful and honor our veterans, it is also extremely effective in reducing pollutants and unwanted particles from entering our Indian River Lagoon.

**Moore's Creek**, which bisects the H.D. King site, is another stormwater project completed by the City of Fort Pierce. Improvements to Moore's Creek were made to provide water quality benefits to the existing 2,382 acre drainage basin that discharges into the creek and ultimately into the Indian River Lagoon. Improvements include the widening of the creek to provide additional storage capacity, installation of baffle boxes, and construction of littoral shelves.

The City is recently completed the seawall replacement project along both sides of Moore's Creek from 2nd Street to Indian River Drive. Approximately 1,044 feet of seawall was constructed in front of the existing seawall, secured with tie-backs and a wall cap encapsulating both the existing and new wall was installed. The total construction cost was \$1,691,000. A new linear connection from Avenue A to Moore's Creek is envisioned.





WARNING  
THIS NEIGHBORHOOD  
PROTECTED BY

SPEED  
LIMIT



RBP 036



PORK  
RINDS

SNAKE RD

A7648N



# COMMUNITY SUPPORT



“

**In the last ten years we have seen unprecedented growth in Ft. Pierce. It is no longer a small provincial town, but a thriving business and residential community. It sorely needs a commuter train.**

-G. ROA BODIN, PA | GLORIA ROA BODIN ATTORNEYS AT LAW

With every new initiative the question arises seeking the strongest asset of the City of Fort Pierce, and without hesitation the answer is simply.... **the people.** Our community is a diverse mix of cultures that has traditionally been a class of hard working individuals with great pride in their hometown. The most pleasant greetings, and the most heart warming salutations are a trait of the people of Fort Pierce. We are a diverse, resilient, and caring group that seeks to help our neighbors and enhance our comprehensive quality of life. We may have our differences of opinion, however; the one issue that we overwhelmingly agree upon is the need for a

passenger rail station by Brightline. The possibility of resuming passenger rail service to the Treasure Coast has **ignited a flame in our community that shall not be doused** until our dreams have been realized. The brightened opportunity to have a passenger rail station in the midst of our downtown has launched a **collaborative effort by our local agencies** that will not be denied. Our community support is stronger than ever envisioned and only increases as this concept becomes closer to reality. It is undoubtedly our time to shine and the **future of Fort Pierce is BRIGHT!!!!**

# SOCIAL MEDIA SUPPORT

“ FORT PIERCE!? YESSAAA!  
-B. TERRY

“ FORT PIERCE WOULD BE A **WONDERFUL LOCATION**. CENTRALLY LOCATED ON THE TREASURE COAST. ALREADY HAS PLENTY OF TRAIN TRACKS AND PARKING GARAGES.  
-P. PRESNELL



#LOVETHEFORT

85%

OF POLL PARTICIPANTS  
ARE IN FAVOR OF A PASSENGER  
TRAIN STATION IN FORT PIERCE

OUT OF 1,700 SURVEYS

“ I LIVE IN MARTIN COUNTY.  
**HOORAY** FT. PIERCE.  
SINCE THE TRAIN TRACKS  
ARE ALREADY THERE AND  
**BRIGHTLINE** IS GOING TO USE  
THEM; I VOTE FOR FT. PIERCE.  
-G. FOWLER

“ THAT WOULD BE SUCH AN EXCELLENT WAY TO  
TRAVEL UP AND DOWN THE COAST! THE TRAINS  
ARE SO NICE, IT MAKES SO MUCH SENSE. -B. SYLVESTER

“ **MIAMI BOUND ON SUNDAY TO GET TO  
SEE THE DOLPHINS. I'M ALL FOR IT.**  
-G. HURST

“ BRING IT! BE NICE TO CATCH THE TRAIN SOUTH  
WITHOUT DRIVING TO WEST PALM. -A. CONCEPCION

WELL **FORT PIERCE** SHOULD WIN BY DEFAULT AS WE HAD A STATION HERE IN THE OLD DAYS AND WE HAVE NOT AND ARE NOT SUING BRIGHTLINE ..... THE RAIL SWITCHING YARD IS RIGHT NEXT DOOR AND THE CITRUS OVERPASS IS THERE FOR EMERGENCY TRACK CROSSING IF NEEDED. I THINK WE COULD BE THE NEXT MINI-ST. AUGUSTINE WITH THE PROPER DEVELOPMENT MIX ON THE POWER PLANT PROJECT AND IT RUNS FROM THE TRACKS TO THE RIVERFRONT. THIS WOULD BE THE CENTER PIECE OF **DOWNTOWN** AS IN CITY PLACE IF DONE PROPERLY. THE TRAIN STATION COULD PLAY INTO THIS DEVELOPMENT AND BRING PEOPLE FROM ALL OVER TO ENJOY OUR LITTLE DOWNTOWN. AGAIN ALL OF THIS COULD TIE TOGETHER WITH STATION AND POWER PLANT PROPERTY AND MAYBE ATTRACT A NATIONAL DEVELOPER TO HANDLE THIS HUGE PROJECT AND BUILD A **CROWN JEWEL** FOR FORT PIERCE. YEA GO TRAIN!

- C. HOPKINS

“ **THAT IS AWESOME.** I’M SO GLAD TO HEAR THIS. IT WOULD BE GREAT FOR THE ECONOMY. I WOULD LOVE TO BE ABLE TO GET ON A TRAIN AND BE IN MIAMI OR ORLANDO QUICKLY.

-D. LEMUS

“ **BOY THIS WILL BE PRAYERS ANSWERED.**

-W. MALLOY

## #GOBRIGHTLINE

“ ONE OF MY MAIN GRIPES ABOUT BRIGHTLINE WAS THAT THEY WERE IGNORING THE TREASURE COAST. IF THEY WERE TO MAKE FORT PIERCE A STOP I COULD GET BEHIND THEM. WOULD BE GREAT FOR OUR ECONOMY HERE! -D. REHEIS



“ THERE’S ALREADY A SPOT IN FT. PIERCE. THERE USED TO BE A TRAIN STATION THERE YEARS AGO.

-D. CHISHOLM

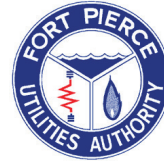
“ FT. PIERCE SUPPORTS BRIGHTLINE, HAS ENDORSED A STATION, AND HAS THE LAND. PLUS, IT IS CENTRAL BETWEEN SEBASTIAN, VERO BEACH AND PORT ST. LUCIE. -G. BRUNNER

## #DOWNTOWN

“ I USED TO DRIVE TO MIAMI EVERY DAY. STUDENTS AND WORKERS NEED THIS TRANSPORTATION NOW. PLEASURE HURRY WITH CONSTRUCTION. MORE JOBS TO THE AREA. -K. BLANCO-RETANA

# ORGANIZATIONAL SUPPORT

The City of Fort Pierce has received **strong support** from the following entities for a Brightline Station in our community:



**St. Lucie** Transportation Planning Organization

A blue banner containing three icons: a white bus, a red and white train, and a person on a bicycle. To the right of the icons, the text "St. Lucie" is written in large yellow font, and "Transportation Planning Organization" is written in white font.

# APPENDICES

## VIDEO OF VIABLE STATION LOCATIONS

### LETTERS OF SUPPORT

- ST. LUCIE COUNTY
- ST. LUCIE COUNTY CHAMBER OF COMMERCE
- ST. LUCIE COUNTY ECONOMIC DEVELOPMENT COUNCIL
- INDIAN RIVER STATE COLLEGE
- FORT PIERCE UTILITIES AUTHORITY
- CITY OF PORT ST. LUCIE

### SITE 1: H.D. KING PLANT

- DEVELOPMENT AREA
- VACANT PARCELS WITHIN 1,000 FEET
- FLOOD PLAIN MAP
- APPRAISAL

### SITE 2: DEPOT DRIVE

- DEVELOPMENT AREA
- VACANT PARCELS WITHIN 1,000 FEET
- FLOOD PLAIN MAP

### INTERMODAL INFORMATION

- TRANSPORTATION NETWORK CONNECTIONS TO PROPOSED BRIGHTLINE STATION
- TREASURE COAST BUS SYSTEM
- ST. LUCIE COUNTY BUS SYSTEM
- FORT PIERCE PROPOSED BRIGHTLINE STATION & INTERMODAL EXISTING CONDITIONS
- AN INTERMODAL OPPORTUNITY: CITY OF FORT PIERCE BRIGHTLINE STATION ANALYSIS

### DOWNTOWN FORT PIERCE

- MAP
- PARKING GUIDE
- TROLLEY MAP

### ADDITIONAL REPORTS

- AMTRACK/FEC CORRIDOR PROJECT: STATION LOCATION EVALUATION
- SUMMARY OF EMPLOYMENT, DEMOGRAPHICS, AND COMMUTING PATTERNS FOR ST. LUCIE COUNTY
- VISITOR TRACKING & ECONOMIC IMPACT STUDY



# THE FUTURE OF FORT PIERCE IS BRIGHT!

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100 NORTH US HWY 1, FORT PIERCE, FL 34950 • [WWW.CITYOFFORTPIERCE.COM](http://WWW.CITYOFFORTPIERCE.COM) • 772.467.3000



Coco Vista Centre  
 466 SW Port St. Lucie Blvd, Suite 111  
 Port St. Lucie, Florida 34953  
 772-462-1593 www.stlucietpo.org

## MEMORANDUM

TO: St. Lucie TPO Board

FROM: Peter Buchwald  
 Executive Director

DATE: April 4, 2023

SUBJECT: Unified Planning Work Program (UPWP) Amendments

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### BACKGROUND

At the meeting on February 1st, the TPO Board discussed potential new projects that may be added to the TPO's UPWP because of available funding and changes in local agency transportation priorities. As a result of the discussion, the Board moved to initiate the process to amend the UPWP to add an Airport Connector Corridor Alignment Study and Fort Pierce Passenger Rail Station Planning. The proposed amendments to the FY 2022/23 – FY 2023/24 UPWP to add these two new planning projects are being presented for consideration by the Board.

### ANALYSIS

The UPWP is proposed to be amended, as indicated by strikethroughs and underlines in the draft amended UPWP pages that are attached, to add the following projects:

- Airport Connector Corridor Alignment Study: As part of Task 3.1, *Long Range Transportation Planning*, of the UPWP, a study will be completed of alignment alternatives, known as a Planning & Conceptual Engineering (PACE) Study, for a new roadway connecting the proposed I-95 and Turnpike Interchanges to the St. Lucie International Airport in northern St. Lucie County. The project will be completed in partnership with St. Lucie County with the TPO contributing \$60,000 of Surface Transportation Block Grant (SU) Funding toward the project that became available when the Transit Center Visioning Workshop was cancelled as explained in the next project summary. The Study is planned to be completed by June 2024.

- **Fort Pierce Passenger Rail Station Planning:** As part of Task 3.2, *Transit Planning*, of the UPWP, an initial site plan and conceptual design will be prepared for a future passenger rail station in downtown Fort Pierce. This project replaces the Transit Center Visioning Workshop that was identified by St. Lucie County Community Services Staff to not be needed because the vision for the Transit Operations Center is already established. The project will be funded with approximately \$356,000 of Coronavirus Response and Relief Supplemental Appropriations Act (GFSU) Funding that was allocated to the TPO. The project will be completed in cooperation with the City of Fort Pierce and is planned to be completed by June 2024.

The proposed projects are consistent with one or more of the following UPWP Planning Priorities:

- **Project Advancement:** Support the local agencies in advancing the implementation of projects in the 2045 LRTP, 2045 RL RTP, and TIP.
- **Alternative Transportation Facilities:** Support the development and implementation of alternative transportation facilities including sidewalks, bike paths/lanes, and transit, port, airport and ACES infrastructure.
- **Livability and Sustainability:** Enhance the livability and sustainability of the local communities.

At their meetings during the week of March 20th, the TPO Advisory Committees reviewed the proposed UPWP amendments and recommended their adoption.

To ensure the expenditure of the SU and GFSU Funding by June 30, 2024, the attached draft Resolution 23-01 was prepared for consideration by the Board which authorizes the execution of the amendments to add the projects to the UPWP. In addition, the Resolution authorizes the execution of any associated documents to carry out the projects such as the attached draft Interlocal Agreement between the TPO and St. Lucie County for the Airport Connector Corridor Alignment Study.

## RECOMMENDATION

Based on the recommendations of the TPO Advisory Committees and the proposed UPWP amendments adding planning projects that support the UPWP Planning Priorities, it is recommended that the proposed UPWP amendments and Resolution 23-01 be adopted.

Task 3.1 Long Range Transportation Planning		
<b>Purpose:</b>		
To implement the SmartMoves 2045 Long Range Transportation Plan (LRTP) and the Treasure Coast Regional LRTP (RLRTP) which provide for the development, management, and operation of multimodal transportation systems and considers and/or integrates facilities that serve national, statewide, or regional transportation functions.		
<b>Previous Work:</b>		
The TPO continued to implement the Go2040 LRTP. The SmartMoves 2045 LRTP was adopted in February 2021 which incorporated livability initiatives to improve mobility and quality of life through improvements that support multiple transportation modes. The Plan also incorporated Safety, Security, and Congestion Elements that inform other tasks of the UPWP.		
Performance measures developed for the Go2040 LRTP and SmartMoves 2045 LRTP were monitored and reviewed on an annual basis. Federal performance measures were reviewed, and Federal requirements with the corresponding rules promulgated were analyzed.		
Coordination occurred with state, regional, and local agencies to identify and prioritize projects which increase mobility options as part of the RL RTP.		
The TPO participated with FDOT in the major update process for the Strategic Intermodal System (SIS) Unfunded Needs and Cost Feasible Plans.		
<b>Major Activities (performed continuously by the St. Lucie TPO unless otherwise noted):</b>		
<ul style="list-style-type: none"> <li>• SmartMoves 2045 LRTP amendment and implementation</li> <li>• Participation in FTP and SIS Plan implementation and updates</li> </ul>		
<b>End Product:</b>	<b>Completion Date:</b>	<b>Performed by:</b>
TIP/LRTP Performance Report 2023	June 2023	St. Lucie TPO
I-95/Northern Connector Interchange Justification Report	June 2023	St. Lucie TPO
TIP/LRTP Performance Report 2024	June 2024	St. Lucie TPO
<u>Airport Connector Corridor Alignment Study</u>	<u>June 2024</u>	St. Lucie TPO <u>St. Lucie County</u>

Task 3.1 Long Range Transportation Planning Estimated Budget Detail for FY 2022/23						
Budget Category	Budget Category Description	PL <sup>1</sup>	SU	Private Developer	TPO Local	Total
Contract Number:						
<b>A. Personnel Services:</b>						
TPO Staff Salaries, fringe benefits, and other deductions		\$10,000	\$0	\$60,000	\$0	\$70,000
Subtotal:		\$10,000	\$0	\$60,000	\$0	\$70,000
<b>B. Contract/Consultant Services:</b>						
I-95/Northern Connector Interchange Justification Report		\$0	\$0	\$500,000	\$0	\$500,000
Airport Connector Corridor Alignment Study		\$0	\$60,000	\$0	\$0	\$60,000
Subtotal:		\$0	<del>\$0</del> \$60,000	\$500,000	\$0	<del>\$500,000</del> \$560,000
<b>C. Travel:</b>						
		\$0	\$0	\$0	\$0	\$0
Subtotal:		\$0	\$0	\$0	\$0	\$0
<b>D. Other Direct Expenses:</b>						
		\$0	\$0	\$0	\$0	\$0
Subtotal:		\$0	\$0	\$0	\$0	\$0
Total:		\$10,000	<del>\$0</del> \$60,000	\$560,000	\$0	<del>\$570,000</del> \$630,000

<sup>1</sup>Federal funds are soft matched by the FDOT non-cash match explained on page 3.

Task 3.1 Long Range Transportation Planning Estimated Budget Detail for FY 2023/24						
Budget Category	Budget Category Description	PL <sup>1</sup>	SU	FCTD	TPO Local	Total
Contract Number:						
<b>A. Personnel Services:</b>						
TPO Staff Salaries, fringe benefits, and other deductions		\$20,000	\$0	\$0	\$0	\$20,000
Subtotal:		\$20,000	\$0	\$0	\$0	\$20,000
<b>B. Contract/Consultant Services:</b>						
		\$0	\$0	\$0	\$0	\$0
Subtotal:		\$0	\$0	\$0	\$0	\$0
<b>C. Travel:</b>						
		\$0	\$0	\$0	\$0	\$0
Subtotal:		\$0	\$0	\$0	\$0	\$0
<b>D. Other Direct Expenses:</b>						
		\$0	\$0	\$0	\$0	\$0
Subtotal:		\$0	\$0	\$0	\$0	\$0
Total:		\$20,000	\$0	\$0	\$0	\$20,000

<sup>1</sup>Federal funds are soft matched by the FDOT non-cash match explained on page 3.



Task 3.2 Transit Planning

Purpose:

To provide technical assistance and guidance to local and regional transit providers, to support public transportation planning and transit grant administration activities, and to develop and implement analytical methods to identify gaps in the connectivity of the transportation system and develop infrastructure and operational solutions that provide the public, especially traditionally underserved populations, with adequate access to essential services.

Previous Work:

Intermodal planning and coordination was supported through transit planning activities in cooperation with Martin and Indian River MPOs and South Florida Commuter Services (SFCS). The St. Lucie County Origin and Destination Big Data Analysis was completed, a key step to identify areas for transit infrastructure development and improvements. The TPO Board adopted the PTASP Performance Targets for the St. Lucie TPO. The TPO Board accepted the Transit Route Optimization Study Draft Choices Report which is the first phase of a study to optimize the bus route network. TPO Staff assisted St. Lucie County in preparing its Transit Development Plan (TDP) Annual Progress Reports. The Micro-Mobility Study was conducted.

The TPO coordinated and facilitated a Park & Ride Lot Program by building upon the results of previous planning efforts. Construction of the Jobs Express Terminal was completed. Coordination with Palm Tran and FDOT resulted in commitments from those agencies to respectively operate and fund express bus service from St. Lucie County to Palm Beach County via the Jobs Express Terminal.

Other transit planning activities that were continued included providing technical and planning assistance to St. Lucie County **in order to maintain the County’s eligibility for the continued receipt of federal and state transit grant funds.** The performance of the transit system was monitored. Potential impacts caused by the extension of passenger rail service were monitored. The coordination of specialized transportation services continued through transit meetings.

Major Activities (performed continuously by the St. Lucie TPO unless otherwise noted):

- Provision of technical assistance to the transit providers
- Bus-related planning activities performed by St. Lucie County with its Section 5307 funds
- Continue coordination with FDOT, St. Lucie County Transit, and Palm Tran on the express bus service from the Jobs Express Terminal to the West Palm Beach Intermodal Center
- Transit Development Plan (TDP) Major Update
- TDP Annual Progress Reports
- Transit Center Visioning Workshop
- Support of intermodal planning, travel demand management, and transit planning coordination including implementation of the SFCS Workplan
- Park and ride lot program planning
- Passenger rail service program planning

End Product:	Completion Date:	Performed by:
<del>Transit Center Visioning Workshop Fort Pierce Passenger Rail Station Planning (Consultant scope of services in Appendix F to be utilized.)</del>	<del>December 2022</del> June 2024	St. Lucie TPO City of Fort Pierce
TDP Annual Progress Report	September 2022	St. Lucie TPO
TDP Annual Progress Report	September 2023	St. Lucie TPO
TDP Major Update (Consultant scope of services in Appendix F.)	June 2024	St. Lucie TPO



Task 3.2 Transit Planning Estimated Budget Detail for FY 2022/23							
Budget Category	Budget Category Description	PL <sup>1</sup>	SU <sup>1</sup>	FTA 5305D	FCTD GFSU	TPO Local	Total
Contract Number:				G1477 G2170			
<b>A. Personnel Services:</b>							
TPO Staff Salaries, fringe benefits, and other deductions		\$10,000	\$35,000	\$70,541	\$0	\$0	\$115,541
Subtotal:		\$10,000	\$35,000	\$70,541	\$0	\$0	\$115,541
<b>B. Contract/Consultant Services:</b>							
Transit Center Visioning Workshop Fort Pierce Passenger Rail Station Planning		\$0	<del>\$60,000</del> \$0	\$0	<del>\$0</del> \$356,183	\$0	\$60,000
Subtotal:		\$0	<del>\$60,000</del> \$0	\$0	<del>\$0</del> \$356,183	\$0	<del>\$60,000</del> \$356,183
<b>C. Travel:</b>							
		\$0	\$0	\$0	\$0	\$0	\$0
Subtotal:		\$0	\$0	\$0	\$0	\$0	\$0
<b>D. Other Direct Expenses:</b>							
		\$0	\$0	\$0	\$0	\$0	\$0
Subtotal:		\$0	\$0	\$0	\$0	\$0	\$0
Total:		\$10,000	<del>\$95,000</del> \$35,000	\$70,541	<del>\$0</del> \$356,183	\$0	<del>\$175,541</del> \$471,724

<sup>1</sup>Federal funds are soft matched by the FDOT non-cash match explained on page 3.

Task 3.2 Transit Planning Estimated Budget Detail for FY 2023/24						
Budget Category	Budget Category Description	PL <sup>1</sup>	SU <sup>1</sup>	FCTD	TPO Local	Total
Contract Number:						
<b>A. Personnel Services:</b>						
TPO Staff Salaries, fringe benefits, and other deductions		\$25,000	\$85,000	\$0	\$0	\$110,000
Subtotal:		\$25,000	\$85,000	\$0	\$0	\$110,000
<b>B. Contract/Consultant Services:</b>						
TDP Major Update		\$0	\$150,000	\$0	\$0	\$150,000
Subtotal:		\$0	\$150,000	\$0	\$0	\$150,000
<b>C. Travel:</b>						
		\$0	\$0	\$0	\$0	\$0
Subtotal:		\$0	\$0	\$0	\$0	\$0
<b>D. Other Direct Expenses:</b>						
		\$0	\$0	\$0	\$0	\$0
Subtotal:		\$0	\$0	\$0	\$0	\$0
Total:		\$25,000	\$235,000	\$0	\$0	\$260,000

<sup>1</sup>Federal funds are soft matched by the FDOT non-cash match explained on page 3.



Coco Vista Centre  
 466 SW Port St. Lucie Blvd, Suite 111  
 Port St. Lucie, FL 34953  
 772-462-1593 www.stlucietpo.org

RESOLUTION NO. 23-01

A RESOLUTION OF THE BOARD OF THE ST. LUCIE TRANSPORTATION PLANNING ORGANIZATION, HEREINAFTER "BOARD", AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE FY 2022/23 – FY 2023/24 UNIFIED PLANNING WORK PROGRAM (UPWP) AND ANY ASSOCIATED DOCUMENTS TO ADD AN AIRPORT CONNECTOR CORRIDOR ALIGNMENT STUDY AND FORT PIERCE PASSENGER RAIL STATION PLANNING, HEREINAFTER "PROJECTS", TO THE UPWP AND TO CARRY OUT THE PROJECTS.

WHEREAS, the BOARD adopted the UPWP on April 6, 2022, to identify the metropolitan planning activities to be undertaken by the BOARD in the St. Lucie County portion of the Port St. Lucie Urbanized Area and the funding sources for these activities pursuant to 23 United States Code (USC) 134, 23 Code of Federal Regulations (CFR) 450, and Section 339.175, Florida Statutes (FS); and,

WHEREAS, the BOARD desires to amend the UPWP to add the PROJECTS to the UPWP to address changes in local agency transportation priorities and to use available funding including Federal Surface Transportation Block Grant (SU) Funding and Coronavirus Response and Relief Supplemental Appropriations Act (GFSU) Funding; and,

WHEREAS, the PROJECTS are consistent with one or more of the Planning Priorities identified in the UPWP; and,

WHEREAS, time is of the essence as the SU and GFSU Funding is required by the UPWP timeframe to be expended by June 30, 2024; and,

WHEREAS, it would be practical and expeditious for the BOARD to authorize the execution of the amendments to the UPWP and any associated documents to carry out the projects to ensure the expenditure of the SU and GFSU Funding by June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD's Registered Agent in Florida is the TPO Executive Director. The Registered Agent's address is 466 SW Port St. Lucie Boulevard, Suite 111, Port St. Lucie, Florida, 34953.
2. The BOARD authorizes the TPO Executive Director to execute the amendments to the UPWP to add the PROJECTS and expend the SU and GFSU Funding for the PROJECTS.
3. The BOARD authorizes the TPO Executive Director to execute any and all documents associated with the execution of the amendments.
4. The BOARD authorizes the TPO Executive Director to execute any and all subsequent agreements, contracts, assurances, reimbursement invoices, warranties, certifications, and any other associated documents required to carry out the PROJECTS.

PASSED AND DULY ADOPTED this 12th day of April, 2023.

ST. LUCIE TRANSPORTATION  
 PLANNING ORGANIZATION

\_\_\_\_\_  
 Stephanie Morgan, TPO Chairwoman

ATTEST:

APPROVED AS TO FORM AND  
 CORRECTNESS:

\_\_\_\_\_  
 Kyle Bowman  
 Operations Administrator

\_\_\_\_\_  
 Caroline Valentin  
 St. Lucie TPO/Asst. County Attorney

**INTERLOCAL AGREEMENT  
BETWEEN THE ST. LUCIE TRANSPORTATION PLANNING ORGANIZATION  
AND THE CITY OF FORT PIERCE FOR PASSENGER RAIL STATION PLANNING**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the St. Lucie Transportation Planning Organization, a metropolitan planning organization (hereinafter the “TPO”) and the City of Fort Pierce, a Florida municipality (hereinafter the “City”).

**RECITALS**

**WHEREAS**, Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969,” provides that local governments or public agencies may cooperate by agreement with one another to provide services that will best meet the needs of local communities; and

**WHEREAS**, the above-named governmental entities are public agencies as that term is defined in Section 163.01, Florida Statutes; and

**WHEREAS**, on April 4, 2023, the TPO Board amended the FY 2022/23 – FY 2023/24 Unified Planning Work Program to provide for the initial site plan and conceptual design of a future passenger rail station in downtown Fort Pierce (the initial site plan and conceptual design are referred to hereinafter as the “Project”); and

**WHEREAS**, the TPO has approved the expenditure of Coronavirus Response and Relief Supplemental Appropriations Act funding for the Project; and

**WHEREAS**, the TPO and the City have agreed to cooperate in the completion of the Project, and to allocate responsibilities among themselves as set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings as contained in this Agreement, the sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

**1. RECITALS**

The foregoing recitals are true and are incorporated herein by reference.

**2. DURATION AND TERMINATION**

- A. This Agreement shall become effective as specified in Section 13, below. The Agreement shall terminate automatically upon mutual written agreement by the City and the TPO that the Project has been satisfactorily completed, and all approved expenses incurred during the term of the Agreement have been paid, or on June 30, 2024, whichever is earlier.
- B. Prior to the commencement of work on the Project by an authorized vendor, either party may terminate this agreement by providing no less than thirty (30) days written notice to the other party.
- C. After the commencement of work on the Project by an authorized vendor, the parties may terminate this Agreement by mutual agreement.

### **3. RESPONSIBILITIES OF THE PARTIES**

- A. The City shall be responsible for procuring the vendors, subject to approval by the TPO, necessary to complete the Scope of Services approved as set forth in Section 3.B. , for monitoring the completion of the work, and for setting the commencement date for work to start on the Project. The vendors procured by the City shall comply with all local, State and Federal rules, laws, and requirements.
- B. The parties agree that the Scope of Services is subject to approval by the City, the TPO, Florida Department of Transportation (FDOT), and Federal Highway Administration (FHWA), and the TPO shall be responsible for requesting the approvals by FDOT and FHWA of the Scope of Services.
- C. The City shall be responsible for: (1) paying the vendor(s) referred to in Section 3.A., above; (2) keeping records of said expenditures; and (3) providing proof of payment of said expenditures to the TPO. The City may provide proof of payment of expenditures via electronic mail.
- D. Within thirty (30) days of receipt and approval of an invoice and records of expenditures by the City, the TPO shall reimburse the City for payments made by the City to the authorized vendor(s) referred to in Section 3.A., above. The TPO's obligation to reimburse the City pursuant to this subsection shall survive the termination of the Agreement if the payments were made or the expenses were incurred, and the TPO was invoiced for the payments or the expenses, during the term of the Agreement. The TPO's obligation to reimburse the City shall not exceed \$356,183.

### **4. 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.

### **5. SEVERABILITY**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

### **6. ENTIRE AGREEMENT**

This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the parties regarding this Agreement.

### **7. CHANGES**

All changes, modifications, or alterations to this Agreement shall be made by written amendment signed by authorized representatives of each party.

**8. NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

**If to TPO:**

Board Chairperson  
St. Lucie TPO  
466 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34953

**With a Copy to:**

Executive Director  
St. Lucie TPO  
466 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34953

**If to Fort Pierce:**

City Manager  
City of Fort Pierce  
100 N US 1  
Fort Pierce, FL 34950

**With a Copy to:**

City Attorney  
City of Fort Pierce  
100 N US 1  
Fort Pierce, FL 34950

**9. FURTHER DOCUMENTS**

Each of the parties hereto agrees that it will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

**10. GOVERNING LAW AND VENUE**

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

**11. CAPTIONS**

The captions and headings of this Agreement are intended for convenience and reference only and do not affect the construction or meaning of this Agreement.

**12. FILING**

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

**13. EFFECTIVE DATE**

This Agreement shall be effective upon it being filed with the Clerk of the Circuit Court of St. Lucie County.

[This section intentionally left blank]

**IN WITNESS WHEREOF**, the parties have caused the execution by their duly authorized officials.

**ATTEST:**

\_\_\_\_\_  
TPO Operations Administrator

**ST. LUCIE TRANSPORTATION PLANNING ORGANIZATION**

BY: \_\_\_\_\_  
TPO Executive Director

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND CORRECTNESS:**

BY: \_\_\_\_\_  
TPO/Assistant County Attorney

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF FORT PIERCE**

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND CORRECTNESS:**

BY: \_\_\_\_\_  
City Attorney

April 14, 2023

▪ MIAMI ▪ NEW YORK

Mr. Kevin Freeman  
 Planning Director  
 City of Fort Pierce Planning Department  
 100 North U.S. 1  
 Fort Pierce, FL 34950

**Re: TOD / Brightline Action Plan – Fort Pierce, Florida**

Dear Kevin,

Thank you for allowing Zyscovich Architects (“Architect”) the opportunity to provide this proposal to The City of Fort Pierce (“Client”) for master planning and conceptual architectural design services for the development of a Master TOD Action Plan for a Brightline Station (“Project”).

The proposed area of the Action Plan (“Site”) would initially comprise the property south of Orange, East of US-1, North of Citrus, and incorporate Depot Drive including FEC and non-FEC owned property and inclusive of parcels on the west side of US-1 between Citrus Ave and Orange Ave. It is a significant site of approximately 12.3 acres in land area and in a location that is accessible from US-1 Federal Highway and adjacent to downtown.

There are different tasks of work that would include the following milestones:

- a. Final TOD Master Plan with a detailed illustrative document depicting urban design plan connecting the TOD District and Station Area to SunTrail (north/south) and Downtown (east/west).
- b. Architectural Concept for a Brightline Station including siting options and building massing.
- c. Graphic Renderings for presentation purposes at meetings and submittals.

We will work with the Client and selected Brightline representatives and coordinate with the City of Fort Pierce and other related municipal or county agencies during the planning process.

### **Background**

The recently completed [Fort Pierce Downtown Master Plan](#) promotes mixed-use opportunities for a large section of the recognized downtown business area. In addition, it identifies a potential location for a rail station as a transit-oriented development (TOD).

The improvement of the central business district offers a massive opportunity for the City of Fort Pierce to complete the vision to develop it as a transit-oriented mixed-use thriving core and to generate substantial property tax returns, as well as indirect economic benefits.

Most of the existing site is currently in the ownership of the FEC and zoned industrial. The property is highly visible from US-1 and downtown and presents a negative visual impact. Untidy and an eyesore, the property is currently used for the temporary storage of railroad construction materials, primarily associated with the ongoing Miami to

**TOD / Brightline Action Plan****March 27, 2023****Page 2 of 8**

Orlando Brightline connection. The attractiveness of the site plays an important factor when external investors are assessing the market viability of properties adjacent to the FEC land, particularly those fronting US-1.

**Project Approach**

We understand that the complete project may be built at different phases. We also understand that the estimated site and building uses listed below will be confirmed when the zoning analysis and concept analysis are completed and may include, but not be limited to:

- Limited Retail and Office Uses
- Residential Uses of varying building types
- Required parking

It is our understanding that we will evaluate potential additional connections/access points to the site and evaluate options that the Client may acquire to achieve connectivity.

We are very excited about this project and thank you for thinking of us for this assignment.

Sincerely,

Bernard Zyscovich, FAIA  
President and CEO

**TOD / Brightline Action Plan****March 27, 2023****Page 3 of 8****Task I. Master Planning****1.1 Analysis TOD / Station Area**

For the primary purpose of identifying redevelopment/TOD potential, the Architect will conduct an existing conditions analysis to identify physical opportunities and constraints that will influence the vision for a TOD District Plan and Station Area including multi-modal transportation options; future land use redevelopment; and urban design improvements. This analysis will be based on provided GIS data and aerial photography; input from other team members; and field review. The analysis includes, but is not limited to:

- Existing Infrastructure
- Existing and future land uses
- Zoning (permitted intensity/density)
- Property ownership
- Existing building massing and development organization
- Parks and open space
- Pedestrian and bicycle facilities
- Historic/cultural/environmental resources; and
- Qualitative urban design inventory/assessment.

**1.2 Conceptual TOD / Station Area Planning**

During this task, the Architect will work with the Client to develop conceptual TOD and station area plan options for unique conditions relative to multi-modal connectivity, land use mix, density, and intensity mix for the Project site and within ½ mile radius of the TOD Action Plan parcel area.

The Architect will generate up to three (3) plan alternatives, in sketch format, to discuss at a meeting or meetings with the Client to define the direction of the master plan. A conceptual framework for the overall TOD District will be identified as part of this task which will consider linkages to the site and station. It is our understanding that the program areas that are to be evaluated during this phase may be validated by one or more market studies at a later time.

The Architect will provide sketches and single-line block areas for the concept to be further developed in the next stage of the work. The representation of the mixed-uses at this stage will also include “mood” images and necessary massing sketches to reinforce the Vision of the Master Plan of the Project, including:

- Conceptual Station Area plan alternatives – testing and evaluation
- Building massing, potential program elements, parking, and other site characteristics

**TOD / Brightline Action Plan****March 27, 2023****Page 4 of 8**

- Attending up to two (2) meetings with City staff to confirm zoning requirements and any needed changes; and
- Coordinate with other consultants as necessary.

The Client does not have a survey for the site in electronic form. Consultant to work with documentation available via GIS and aerial photography.

**1.3 Development of TOD District Plan**

Based on the defined concept alternative of the Project, the Architect shall move forward into the development planning phase and will generate several massing diagram alternatives, in sketch format, to arrive at the optimum siting, massing, volume, and density of the Project. The site plan will define capacities, program, parking, and other urban characteristics as well as project phasing. The Architect will also generate data suitable for development of the project proforma.

In addition to planning services, the master plan will contain extensive support material that will necessitate coordination with consultants for landscape design, civil, traffic, and other consultants, and if needed, they will be engaged by you through a separate contract, or as a reimbursable expense to the Architect.

Our ability to work together with the entire team to analyze all of the environmental, and other issues involved in the planning process will ensure that all elements are consolidated into the thinking for the master plan.

Mobility, Traffic, and Streetscape Concepts - As part of the overall project framework, the Architect will define a multimodal network that will address optimal design concepts for the roadways, sidewalks, and street landscape/hardscape.

Station Area Concept Plan – For the Station Area Concept Plan, the Architect will address siting issues, parking requirements, access points, amenities, drop-off/pick-up areas and connections to multi-modal options.

Parking – The Architect will explore an approach that will include shared parking that would reduce the final parking requirements for the project as well as the possibility of a stand-alone district garage for commercial uses.

Definition of Project Character - The Architect will create vision sketches to explore and depict the conceptual architectural massing of the Project. These will include “in-house” 3D massing and selected

**TOD / Brightline Action Plan****March 27, 2023****Page 5 of 8**

“mood images” to depict building character, single-line layouts of typical building plans, and building heights. The package will include definition and size of the elements in the public domain and will set the criteria for the Project’s streetscapes and landscapes to be used by the landscape architect and civil engineer.

As part of our basic services, we will provide the following services:

- Make presentations on your behalf regarding site to interested partners
- Coordinate with other consultants as necessary
- Prepare presentation quality drawings and renderings indicating the project design (a reimbursable expense)

**1.4 Graphic Renderings for Presentations**

Architect shall prepare presentation quality artist renderings that depict architectural definition for marketing purposes and for presentations related to meetings and submittals.

**Services Not Included**

The following services are not included in Basic Services and shall be considered additional, should they be required.

- Landscape Architecture
- Traffic Engineering
- Branding, Signage, and Graphic Design

The Architect will assist the Client in the selection of these and other special consultants and engineers and the Architect will coordinate all consultant services appropriate to the work. These services or consultants shall only be added if authorized in writing by the Client.

**Compensation**

The compensation outlined below details the Architect’s net fees only. All work through to completion will be billed monthly, as a percentage of work completed.

**TOD / Brightline Action Plan**
**March 27, 2023**
**Page 6 of 8**
**Task I. Master Planning**

1.1 Analysis TOD Plan Area	\$ 10,000
1.2 Conceptual TOD / Station Area Planning	\$ 30,000
1.3 TOD District Plan Development	\$ 50,000
1.4 Graphic Renderings for Presentations	\$ 5,000 per rendering

**Consultant/Engineering Services & Compensation**

The Architect's compensation does not include the services of engineers, landscape architects, and specialty consultants required for the completion of the work. The Architect will jointly select all consultant services appropriate to the work. The Client may contract and pay these consultants directly or the Architect can treat them as a pass-thru expense, with a 10% fee to cover the Architect's insurance and administrative costs.

**Additional Services**

Additional services shall not be performed unless authorized in writing by the Client. If authorized, they shall be billed hourly based on the hourly rates in effect at the time services are rendered or as a mutually agreed upon fixed fee. Current hourly rates are attached as Exhibit A.

**Reimbursable Expenses**

Reimbursable Expenses are in addition to compensation for Basic Services and include expenses incurred by the Architect directly related to the Project, as follows:

- Printing, reproductions, plots, and standard form documents
- Postage, handling, and delivery
- Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client
- Other similar Project-related expenditures

These Reimbursable Expenses shall be billed at the cost incurred by the Architect. Any printing that is done in-house shall be billed based on the schedule attached as Exhibit A.

**Payment Terms**

Payment of invoices shall be made upon receipt of the invoice. Invoices not paid within thirty (30) days shall incur interest at a rate of 1.5% per month. The Architect may stop work if any invoice is greater than 45 days past due.



**TOD / Brightline Action Plan**

**March 27, 2023**

**Page 7 of 8**

The Client shall pay any cost of collection, including reasonable attorney's fees incurred, whether or not a suit is commenced, or an appeal is taken.

**Implementation**

Should you agree with the above, please sign below and return a copy for our files.

Agreed to and accepted by:

**Zyscovich LLC.**

**City of Fort Pierce**

By: \_\_\_\_\_

Bernard Zyscovich, FAIA

By: \_\_\_\_\_

INSERT

**TOD / Brightline Action Plan**

March 27, 2023

Page 8 of 8

**EXHIBIT A****2023 Hourly Rate Schedule – Zyscovich Architects**

Chief Executive Officer	\$475.00
Executive Vice President/Partner	\$400.00
Partner	\$345.00
Principal	\$300.00
Project Director / Senior Project Manager	\$225.00
Project Manager	\$195.00
Project Coordinator	\$175.00
Designer	\$140.00
Jr. Designer	\$125.00
Senior Field Representative	\$175.00
Field Representative	\$135.00
<b>IN-HOUSE REPRODUCTION CHARGES</b>	
Small Format B&W Prints/Copies 8.5 x 11 (each)	\$0.20
Small Format B&W Prints/Copies 11 x 17 (each)	\$0.25
Small Format Color Prints/Copies 8.5 x 11 (each)	\$0.60
Small Format Color Prints/Copies 11 x 17 (each)	\$1.25
Large Format B&W Plotting/Printing (per sq. Ft.)	\$0.55
Large Format Color Plotting/Printing (per sq. Ft.)	\$2.50
<b>ELECTRONIC FILE REPRODUCTION</b>	
Compact Disk (CD)	\$100.00

**City Commission Conference Agenda**

**4. d.**

**Meeting Date:** 06/12/2023

**Re:** Presentation

**Submitted For:** Diane Holey-Burney, Chief of Police, Police Department

---

**SUBJECT:**

Police Department Annual Overview Presentation

---

**Form Review**

**Inbox**

City Manager

Form Started By: Robert Ridle

Final Approval Date: 06/05/2023

**Reviewed By**

Nick Mimms

**Date**

06/05/2023 03:20 PM

Started On: 05/18/2023 03:40 PM

**City Commission Conference Agenda**

**4. e.**

**Meeting Date:** 06/12/2023

**Re:**

---

**SUBJECT:**

Sunrise Theatre's 100-Year Celebration and Tourism Development Activities Update

---

**Attachments**

Presentation

---

**Form Review**

Form Started By: Jennifer Robinson  
Final Approval Date: 06/05/2023

Started On: 06/05/2023 08:53 AM

**100<sup>TH</sup>**  
**ANNIVERSARY**  
1923-2023





ST. LUCIE BATTERY & TIRE PRESENTS

# THE SUNRISE THEATRE SPEAKEASY

---

JAZZ PLAYING • CHAMPAGNE TOASTING • SLOTS RINGING  
BOURBON DRINKING • SWING DANCING • 20'S WEARING  
ON 3 FLOORS AT THE HISTORIC SUNRISE THEATRE

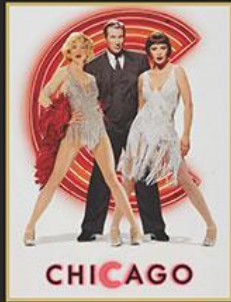
• TONY AWARDS PROMO •

THE SUNRISE THEATRE PRESENTS

# ★ FREE ★ SUMMERTIME MOVIES



JUNE 25TH @ 3:00 PM



JULY 9TH @ 3:00 PM



JULY 23RD @ 3:00 PM



AUGUST 6TH @ 3:00 PM

HOSTED BY

## Humana



117 S. 2ND STREET, FORT PIERCE, FL 34950  
772.461.4775 | WWW.SUNRISETHEATRE.COM



SUNRISE THEATRE  
PRESENTS

# SUMMERTIME MOVIES

## THE GREAT GATSBY

HOSTED BY THE

## Humana

# FREE SUMMERTIME MOVIES ARE BACK!



# Social NETWORKING

---

- Connecting with the Downtown Business Alliance
- Working with Economic Development Council
- Reconnecting with the Tourism Development Council



100<sup>TH</sup>  
ANNIVERSARY  
1923-2023

THANK YOU!

**City Commission Conference Agenda**

**4. f.**

**Meeting Date:** 06/12/2023

**Re:** STR/VR Update and Discussion

**Submitted For:** Peggy Arraiz, Code Compliance Manager, Code Enforcement

---

**SUBJECT:**

Short Term/Vacation Rental Program Update

---

**Attachments**

Presentation

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	06/05/2023 03:20 PM
Form Started By: Peggy Arraiz		Started On: 06/02/2023 11:15 AM
Final Approval Date: 06/05/2023		



# STR/VR UPDATE

June 10, 2023



# STR/VR PROGRAM UPDATE

	September 2022	June 2023
Units Advertised <small>(major sites only – does not include local postings or websites)</small>	307	416
Units Registered	301	274
Enforcement #s	Unable to quantify	138 Notices of Violation <ul style="list-style-type: none"> <li>• 33 (24%) complied</li> <li>• 24 (17%) scheduled for SM Hearing</li> </ul>
Revenue	\$97,500 <small>At mid-point fee dropped to \$300.00</small>	\$164,400 <small>No mid-point drop</small>
Granicus Software Fee	\$32,240	\$11,540
Staffing Costs	Approx. \$95,025	Approx. \$18,857.00 <ul style="list-style-type: none"> <li>• Utilized the median salary range from most recent report.</li> <li>• CE – 40 hrs / month (\$12,571)</li> <li>• CC – 20 hrs / month (\$6,286)</li> </ul>

# STR/VR PROGRAM UPDATE

- ▶ Granicus software caused multiple problems with the registration process, which resulted in:
  - ▶ Enforcement difficulties due to incorrect data.
  - ▶ Unhappy residents that were attempting to be compliant but were faced with a non-functioning portal.
  - ▶ An excessive amount of staff time trying to address the residents, correct the problems and find a working solution.
- ▶ Since bringing the registration program in house, these issues have all been addressed resulting in:
  - ▶ Consistent and accurate enforcement efforts.
  - ▶ Residents who are able to work through the process directly with City staff.
  - ▶ A workable solution and program.
- ▶ Granicus still provides:
  - ▶ Our research – identifying the advertisements and matching them to an address/owner.
  - ▶ 24-hr help line / online complaint portal.
  - ▶ Both services are working as expected and provide a benefit to the City.

# ITEMS FOR CONSIDERATION

- ▶ Reconsider application fee to be more in line with similar jurisdictions.

Village of N Palm Beach	\$600	Oakland Park	\$250; \$100 renewal
City of Fort Pierce	\$600	City of Sarasota	\$250; \$150 renewal
Town of Davie	\$500.00; \$450 renewal	Vero Beach	\$250
City of Parkland	\$500	Cocoa Beach	\$200
Indian Harbour Beach	\$500; \$350 renewal	Dunedin	\$200
Monroe County	\$490; \$100 renewal	Temple Terrace	\$200
Fort Lauderdale	\$350; \$160 renewal	Maitland	\$200; \$75 renewal
Hallandale Beach	\$300; \$250 renewal	Deerfield Beach	\$100
Fort Myers Beach	\$300	Cape Coral	\$35 for ALL rental properties
Coral Springs	\$280; \$109.67 renewal		
Town of Cutler Bay Plantation	\$250; \$110 renewal \$250		
City of Anna Maria	\$2160 down to \$298 based on occupancy		
St. Augustine	\$663 down to \$295 based on bedrooms		
City of Destin	\$700 down to \$500 based on square feet		
Tequesta	\$200 per bedroom		

\*note that several jurisdictions require annual inspections and other fees in addition to the registration and renewal fees. City of Fort Pierce does not perform inspections.

# ITEMS FOR CONSIDERATION

- ▶ Staff has identified a few necessary corrections to the ordinance. Most are minor and administrative, which will be presented to the Commission in a proposed amendment. One item that requires additional discussion:
  - ▶ **Sec. 22-509. Management company or responsible person.**
    - ▶ (a) An owner of a rental unit **may** designate a management company or responsible person to manage the unit on his/her behalf.
    - ▶ (b) **The responsible person shall officially reside in a dwelling unit located within St. Lucie County.** Proof of residency shall be demonstrated to the city clerk's office in the form of a Florida driver's license or Florida identification card only.
  - ▶ **For consideration –**
    - ▶ What if the owner does not choose to designate a company or responsible person and they do not live in St. Lucie County? Possibly amend the ordinance to say if no responsible party is designated, the owner must comply with all regulations related to the responsible party?
    - ▶ What if the owner or responsible party lives in Vero Beach? Possibly amend to allow the responsible party to live within a 30-mile radius to allow for our neighboring counties?



Questions?



**City Commission Conference Agenda**

**4. g.**

**Meeting Date:** 06/12/2023

**Re:** City Clerk Evaluation

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Annual evaluation of Linda Cox, City Clerk

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**Attachments**

Memo

Contract

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 04/26/2023

**Reviewed By**

Nick Mimms

**Date**

04/26/2023 07:21 AM

Started On: 04/25/2023 08:22 AM



THE SUNRISE CITY  
**FORT PIERCE**  
CITY CLERK'S OFFICE  
*Florida*

TO : Mayor and Commissioners

FROM : Linda W. Cox, City Clerk

RE : Performance Evaluation

DATE : June 12, 2023

The implementation of the electronic application process for both business tax receipts and contractor licensing has proven to be a tremendous success. Our customers appreciate the ability to apply and pay on-line while greatly reducing the number of in-person visits.

Returning the short-term and vacation rental registration process from Granicus to an in-house City Clerk function has also been a great success. The initial transfer was labor intensive; however, the result is customers can now talk to a live person with any questions or challenges they are facing but still fully complete the process online.

We now have a formal public records portal that we use to receive, assign, track and fulfill all public records requests. The program is a new module within our existing agenda management software, making it user-friendly and already set up for most staff members.

We recently created an "Open Government" page on the city's website which has quick links to various public portals that are of public interest. I'm happy to announce that we have finally posted the search page for ALL minutes, ordinances and resolutions going back to 1901. It is not the most user-friendly; however, we are continuing to make improvements as well as creating quick tips for the public.

Our comprehensive records destruction program has resulted in the destruction of a significant number of records that were long past their retention value. We continue to focus on departmental training and have created a records management workgroup made up of representatives from each department. With the assistance of the IT Department, the Records Management Coordinator, Tina Rel, is undertaking significant training with our records management program and we anticipate moving forward with additional paperless processes shortly. We are unlocking the capabilities of our software which will result in greater organizational efficiencies in the future.

As always, our office continues to evaluate our performance and look for ways in which we can improve efficiency, adhere to best practices and meet the goals and objectives established by the City Commission.

GOVERNMENT

RESIDENTS

VISITORS

BUSINESSES

PUBLIC RECORD REQUESTS

POLICE RECORDS

FREQUENTLY REQUESTED PUBLIC RECORDS

ZONING/PROPERTY SEARCH

BUILDING PERMIT SEARCH

FINANCIAL TRANSPARENCY PORTAL

BID POSTINGS

BUSINESS TAX RECEIPT SEARCH

REPORT AN ISSUE

MEETINGS AND AGENDAS

CODE OF ORDINANCES AND  
COMPREHENSIVE PLAN

GIS HUB

SEARCH MINUTES, ORDINANCES  
AND RESOLUTIONS

**CITY OF FORT PIERCE, FLORIDA**

**LINDA W. COX**

**CITY CLERK**

**AMENDED EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** made and entered into this 6<sup>th</sup> day of January, 2020, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to “**CITY**” and **LINDA W. COX**, hereafter referred to as “**COX**”.

**WHEREAS, CITY** desires to secure the services of **COX** as City Clerk for an initial period of three (3) years from the Effective Date of this agreement and **COX** desires to accept such position; and

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

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

**1. Employment.**

**COX** will render full time professional services to **CITY** in the capacity of City Clerk of the **CITY** for the initial term of three (3) years, commencing January 7, 2020 (the “Effective Date”), through January 6, 2023. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

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

**COX** shall devote all of her time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **COX** will at all times faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City Clerk, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Nothing herein shall prohibit **COX** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from her performance of the terms of this Agreement. In the event **COX** makes formal application for full-time employment elsewhere while serving as City Clerk, she shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

**2. Compensation.**

In consideration for these services as City Clerk, **CITY** agrees to pay **COX** an annual base salary of NINETY FIVE THOUSAND ONE HUNDRED EIGHTY ONE DOLLARS (\$95,181.00) per annum, payable in bi-weekly installments, which is current rate of pay as of January 1, 2020.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **COX's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

**3. Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **COX's** performance as City Clerk. These performance evaluations shall occur during the calendar month of June of each year, and shall be in such form and content and procedure as the City Commission shall in its discretion

determine. These performance reviews shall consider **COX's** overall performance and efficiency in her duties and job description as City Clerk, and shall also be used to monitor **COX's** compliance with attaining her Certified Municipal Clerk (CMC) certification within the time period set forth hereafter.

It is a specific condition of this agreement that **COX** shall have obtained her Certified Municipal Clerk (CMC) certification no later than thirty-six (36) months from the Effective Date of this Agreement. In the event **COX** fails to obtain such CMC certification within the time period specified herein, or if at any time **COX** fails to diligently and continuously pursue such CMC certification process during the term of this Agreement, the City Commission may in its sole discretion terminate this Agreement upon thirty (30) days written notice to **COX** and without liability to **COX** for the payment of any severance pay that may be provided for in Paragraph 6 of this Agreement.

#### **4. Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **COX** with the following benefits:

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

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

(c) Membership dues to professional associations and societies directly relating to her position as City Clerk, subject to the approval of the City Commission.

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(e) Retirement benefits as provided to City Employees, and specifically, such benefits applicable to new hires under current ordinances or rules and regulations or as subsequently amended.

**5. Termination.**

At all times during the term of this Agreement, COX shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the CITY, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of COX as City Clerk, COX shall have the right to declare that such amendments constitute termination; or

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

**6. Severance.**

Except as provided in this Agreement, severance will be paid to COX when employment is terminated as defined in Paragraph 5 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the CITY shall continue to pay COX her then annual base salary for four (4) consecutive weeks thereafter, and the CITY shall also maintain COX's life insurance and major medical insurance coverage paid up and in effect during such period. COX shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, COX shall not be required to perform any duties for the City or

come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the four (4) weeks severance in the event COX is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Clerk, or material breach by COX of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. **Best Efforts of Employee.**

COX agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of CITY. COX further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position, and specifically, to use her best and continuous efforts to obtain her City Clerk certification which shall be a mandatory term and condition of her employment under this Agreement. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as CITY shall in good faith require, or as the interest, needs or opportunity of CITY shall require.

8. **Disability.**

If COX is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working

day period, CITY shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, COX shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

**9. Residency.**

Commencing two (2) years from the Effective Date of this Agreement, and at all times thereafter, COX shall, maintain permanent residency within the City of Fort Pierce during her term as City Clerk.

**10. Employee At-Will.**

COX is an employee-at-will and works at the pleasure of the CITY who may, at any time and without showing cause, terminate this Employment Agreement.

**11. Liability Claims.**

The CITY shall defend and save harmless COX, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of COX's duties as City Clerk of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of COX's employment or services or for claims for punitive damages. The CITY will have the authority to compromise and settle any such claim or suit within the scope of COX's employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the CITY and COX shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

**12. Voluntary Resignation.**

In the event COX voluntarily resigns her position with the CITY, COX shall provide a

minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, COX shall not be entitled to nor shall the CITY be liable to pay severance if COX resigns.

**13. General Provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

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

be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

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

**CITY OF FORT PIERCE, FLORIDA**

By: Linda Hudson  
Linda Hudson, Mayor

**ATTEST:**

Mimi Crain  
Deputy City Clerk

**EMPLOYEE:**

By: Linda W. Cox  
Linda W. Cox

**City Commission Conference Agenda**

**4. h.**

**Meeting Date:** 06/12/2023

**Re:** City Manager Evaluation

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Annual evaluation of Nicholas Mimms, City Manager

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**Attachments**

Contract

Annual Report - 2022 Year in Review

Fort Pierce 2023 Strategic Plan Update - May 2023

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 04/26/2023

**Reviewed By**

Nick Mimms

**Date**

04/26/2023 07:21 AM

Started On: 04/25/2023 08:23 AM

## **CITY OF FORT PIERCE, FLORIDA**

**NICHOLAS MIMMS  
CITY MANAGER**

### **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** made and entered into effective December 7, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **NICHOLAS MIMMS**, hereafter referred to as "**MIMMS**".

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

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

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

**1. Employment.**

**MIMMS** will render full time professional services to **CITY** in the capacity of City Manager of the **CITY** for the initial term of three (3) years, commencing December 7, 2015 (the "Effective Date"), through December 6, 2018. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

**MIMMS** shall devote all of his time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **MIMMS** will at all times faithfully, industriously, and diligently perform to the best of his ability all duties that may be required of him by virtue of his position as City Manager, including the performance of all duties set forth in the City Charter, Ordinances,

Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. In performing such duties, **MIMMS** further agrees to be subject to the ICMA Code of Ethics, and to otherwise devote full time and attention to his work as City Manager. Nothing herein shall prohibit **MIMMS** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from his performance of the terms of this Agreement. In the event **MIMMS** makes formal application for full-time employment elsewhere while serving as City Manager, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

## **2. Compensation.**

In consideration for these services as City Manager, **CITY** agrees to pay **MIMMS** an annual base salary of ONE-HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **MIMMS'** performance by the City Commission. Base annual salary adjustments, including cost of living increases, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **MIMMS'** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

## **3. Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **MIMMS'** performance as City Manager. These performance evaluations shall occur during the calendar month of June of each year, and the matter of the performance evaluation shall be agendaed by the City Manager, to be discussed by the City Commission, at the first City Manager

Conference Agenda in June of each year of this Agreement. These performance reviews shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **MIMMS**.

Should it be determined that **MIMMS** was successful in his overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **MIMMS'** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the city management profession in similarly situated Florida cities and the rate of general inflation in the economy.

#### **4. Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **MIMMS** with the following benefits:

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

(b) Paid attendance at the ICMA annual conference at a rate agreed upon by the City Commission and **MIMMS**.

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

(d) Membership dues to professional associations and societies and to such service organizations and clubs of which **MIMMS** is a member, subject to the approval of the City Commission.

(e) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(f) Retirement benefits as currently provided to **MIMMS** as a City employee

5. **Termination.**

At all times during the term of this Agreement, **MIMMS** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **MIMMS** as City Manager, **MIMMS** shall have the right to declare that such amendments constitute termination; or

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

6. **Severance.**

Except as provided in this Agreement, severance will be paid to **MIMMS** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **MIMMS** his then annual base salary for One Hundred Twenty (120) consecutive days thereafter, and the **CITY** shall also maintain **MIMMS'** life insurance and major medical insurance coverage paid up and in effect during such period. **MIMMS** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **MIMMS** shall not be required to perform any duties for the City or come to the City.

The severance provisions set forth herein shall not apply and the City shall not be

obligated to pay the One Hundred Twenty (120) days severance in the event **MIMMS** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Manager, or material breach by **MIMMS** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. **Attendance at Meetings.**

The **CITY** agrees to permit **MIMMS** to be absent from the **CITY** during working days to attend professional meetings and to attend to such outside professional duties in the city management field as have been mutually agreed upon between him and the City Commission. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and shall not be considered vacation time. The **CITY** shall reimburse **MIMMS** for all reasonable expenses incurred by him incident to attendance at approved professional meetings; provided, however, that such reimbursement is appropriate and within the limits of the City's budget.

8. **Best Efforts of Employee.**

**MIMMS** agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **MIMMS** further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

9. **Disability.**

If **MIMMS** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **MIMMS** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

10. **Residency.**

**MIMMS** shall, at all times, maintain permanent residency within the City of Fort Pierce, Florida, during his term as City Manager.

11. **Employee At-Will.**

**MIMMS** is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

12. **Liability Claims.**

The **CITY** shall defend and save harmless **MIMMS**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **MIMMS'** duties as City Manager of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **MIMMS'** employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **MIMMS'** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **MIMMS** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

13. **Voluntary Resignation.**

In the event **MIMMS** voluntarily resigns his position with the **CITY**, **MIMMS** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **MIMMS** shall not be entitled to nor shall the **CITY** be liable to pay severance if **MIMMS** resigns.

14. **General Provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.


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

is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.


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

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


**CITY OF FORT PIERCE, FLORIDA**

By:   
Linda Hudson, Mayor

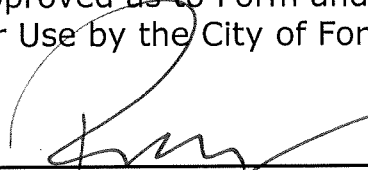
ATTEST: -

  
Linda Cox, City Clerk

**EMPLOYEE:**

  
Nicholas Mimms

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

  
Robert V. Schwerfer, Esq.  
City Attorney

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

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**M E M O R A N D U M**

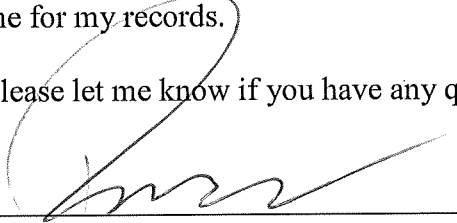
**TO:** Nicholas Mimms, City Manager  
**FROM:** Robert V. Schwerer, City Attorney  
**SUBJECT:** City Manager Employment Agreement  
**DATE:** December 18, 2015

---

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

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

Please let me know if you have any questions.



---

Robert V. Schwerer, Esq.  
City Attorney

/mlp  
Attachment



# Interoffice Memorandum

## City Clerk's Office

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TO: Rob Schwerer, City Attorney  
Nicholas Mimms, City Manager

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

SUBJECT: City Manager Employment Agreement

DATE: December 23, 2015

Attached is a copy of the fully executed employment agreement between the City of Fort Pierce and Nicholas Mimms for your records. I have retained the original for our files.

# City of *Fort Pierce*

2022 IN REVIEW





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- 01 Mayor's Message
- 03 City Manager's Message
- 07 Serve Our Community
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- 15 Engage Our Community
- 20 Beautify Our Community
- 24 Enjoy Our Community

# MAYOR'S MESSAGE



**Mayor Linda Hudson**

**A**s your Mayor, I am pleased to present the City of Fort Pierce 2022 Year in Review that recounts a year of dedication by your City Commission, City Staff, residents, and businesses. Our City has changed quite a bit since I was first elected Mayor in 2012. This past year we saw many new and exciting businesses make Fort Pierce their home and our population grew to almost 50,000 residents.

Our challenge is to grow into our future while preserving our past. Florida and Fort Pierce were booming 100 years ago and this year we will celebrate the 100<sup>th</sup> anniversary of our Fort Pierce Police Department and our Sunrise Theatre.

Our City's drive under the slogan, "One Fort Pierce", ensures our Commission governs for the good of all Fort Pierce. We are a unified city dedicated to making decisions that benefit all our residents.

Last November, Arnold Gaines and Michael Broderick were elected to four-year terms on our City Commission, joining myself and Commissioner Jeremiah Johnson and Commissioner Curtis Johnson, Jr. The five of us work as a team with civility, energy and commitment to making our City a desirable location to live, work and play on the Treasure Coast. We are an amazing and diverse city that has a rich culture and a proud history.

While Fort Pierce faces challenges just like the rest of the country, your city staff continues to provide excellent service to our residents and businesses, in the face of rising costs.

We are fortunate and blessed to live in Fort Pierce, a destination where many come for vacation and sport. We strive to provide community leadership, quality public service, and a safe environment for all citizens and visitors.

I'd like to thank you all for allowing me to be a part of the City's leadership that strives to celebrate our past while also concentrating on our future as one Fort Pierce.

Linda Hudson  
Mayor





# City Commission



**Arnold S. Gaines**  
District 1



**Curtis Johnson, Jr.**  
District 1



**Jeremiah Johnson**  
District 2



**Michael Broderick**  
District 2



# MESSAGE

## FROM THE CITY MANAGER



**Nicholas C. Mimms**  
P.E., ICMA-CM  
City Manager

I am honored and humbled to serve our beautiful City. Looking back on 2022 and the City's accomplishments, we have made significant progress in creating a desirable destination for families, tourists, and businesses. This annual report, *City of Fort Pierce: 2022 in Review*, highlights some of our major achievements.

Uniquely located along some of our state's most beautiful waterways, Fort Pierce has overcome a long-held negative stigma and has emerged as a top-notch community. We recognize this has not been achieved alone. Many of our community members, companies, and non-profit organizations have mobilized, stood with us, and embraced the vision for Fort Pierce's future. During FY2022, there was an unprecedented amount of development, the completion of multiple beautification and road improvement projects, as well as unparalleled investment in our City. Staff and the Commission continued to put forth considerable effort to deliver exceptional performance across five strategic priority areas:

1. Serve Our Community
2. Beautify Our Community
3. Develop Our Community
4. Engage Our Community
5. Enjoy Our Community

With the implementation of new technological advances directed at modernizing our daily operations, staff will be able to provide more efficient and effective service to the general public. In 2023, there are many challenges we will encounter including tackling the impact of operational overhead costs, the escalating cost of living and developing ways to invest more in our youth and in education. Some of these changes will present trials, but they will not be insurmountable because we will face them together.

A blue ink handwritten signature, appearing to read 'N/C Mimms', with a large, sweeping flourish at the end.

Nicholas C. Mimms, P.E., ICMA-CM  
City Manager

## 100 years and counting. . . .



City of Fort Pierce recognized for 100 years of operating under the Commission-Manager form of government.



| 2022 | 2027 | 2037 |

# STRATEGIC PLAN

*Fort Pierce 2037 is a Unique Coastal Florida City  
OUR WATERFRONTS, STRONG LOCAL ECONOMY,  
HISTORY, ARTS AND CULTURE, CHOICE OF  
DESIRABLE NEIGHBORHOODS, OPPORTUNITIES  
FOR FUN, COMMUNITY UNITY AND PRIDE  
Makes Us Unique!*

GOAL 1



**SERVE  
OUR COMMUNITY**

GOAL 2



**BEAUTIFY  
OUR COMMUNITY**

GOAL 3



**DEVELOP  
OUR COMMUNITY**

GOAL 4



**ENGAGE  
OUR COMMUNITY**

GOAL 5



**ENJOY  
OUR COMMUNITY**

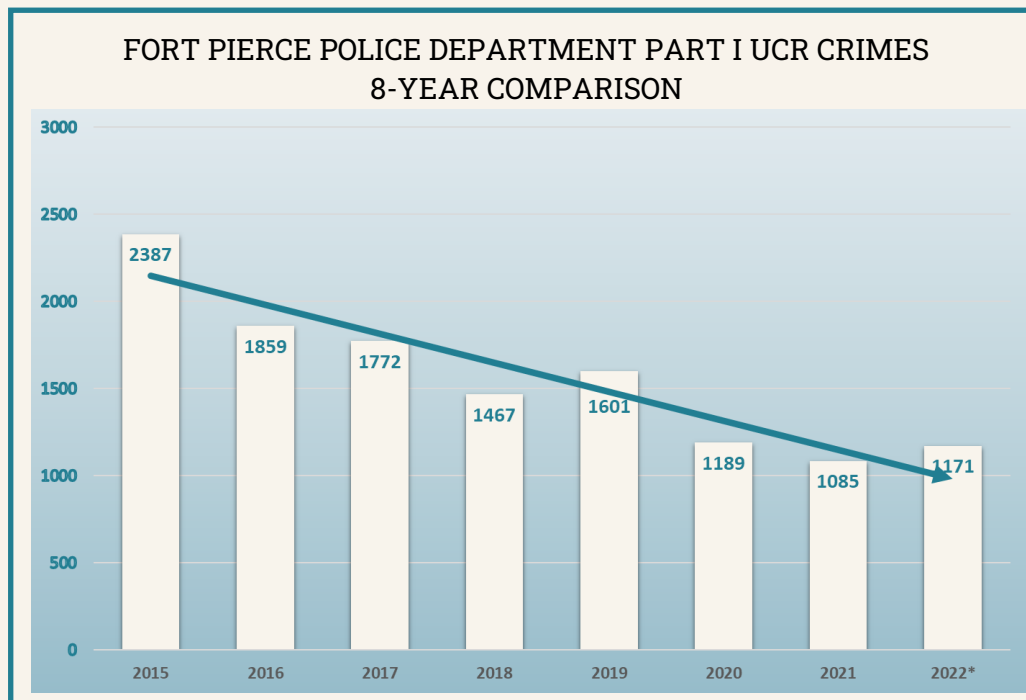
## 2022 BY THE Numbers

What an amazing year!

*Look at what we did together...*

### CRIME RATES CONTINUE TO DECLINE

The City of Fort Pierce has continued to experience a reduction in the Part I UCR Crime since 2015. PART 1 UCR Crimes include murder, rape, robbery, aggravated assault, burglary, larceny, and motor vehicle theft. While there was a slight increase in 2022 compared to the number reported in 2021, there continues to be a significant decline in the number of crimes long-term. There has been a 51% reduction over the last 8 years.

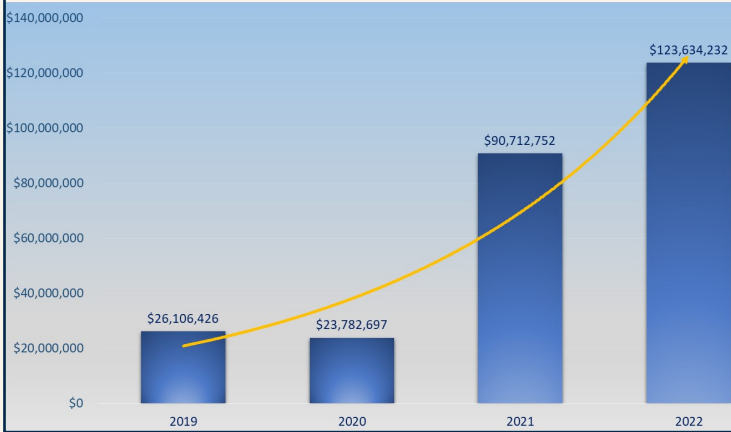


**51%**

REDUCTION  
IN CRIME

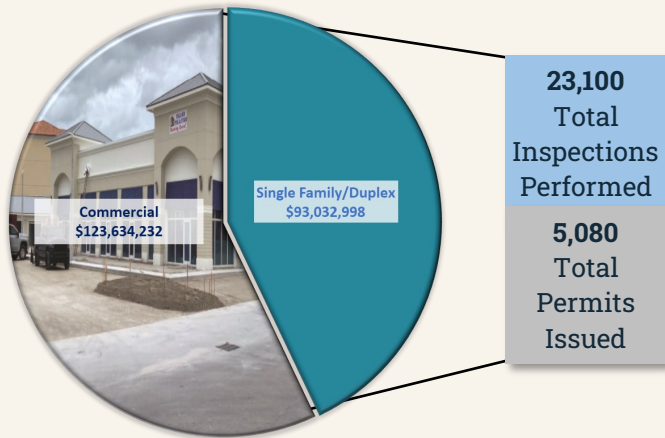
*\*2022 crime stats are estimates pending finalization by the Florida Department of Law Enforcement*

**VALUE OF NEW COMMERCIAL CONSTRUCTION  
FY 2019 – FY 2022**



## Commercial Construction

After a noticeable drop in the commercial construction market, the value of commercial construction has recovered reaching \$153,042,736 in 2022. The total inspections performed experienced a 17% increase while the total permits issued dropped by 7%.



## New Businesses



### THE MANOR: ASSISTED LIVING

The Manor located at 4201 S 25th Street is a newly constructed assisted living facility just south of Fort Pierce Central High School.



For the second year in a row, the City has seen an increase in new businesses. Up from 529 in 2021 to 622 in 2022, there are now 3,622 establishments conducting businesses in our community, a 14% increase over last year.

### 7-11

Construction of the 7-Eleven gas station convenience store and the car wash building at the corner of Orange Avenue and Dr. Martin Luther King Jr. Blvd. (25th St.) is complete.

# YOUTH RECREATION PROGRAMS POPULAR

Whether it is junior golf at the Indian Hills Golf Course or youth boxing, Pop Warner football and cheer at the Fort Pierce Recreation Center, the attraction for youth sports activities continues to draw record numbers of participants.

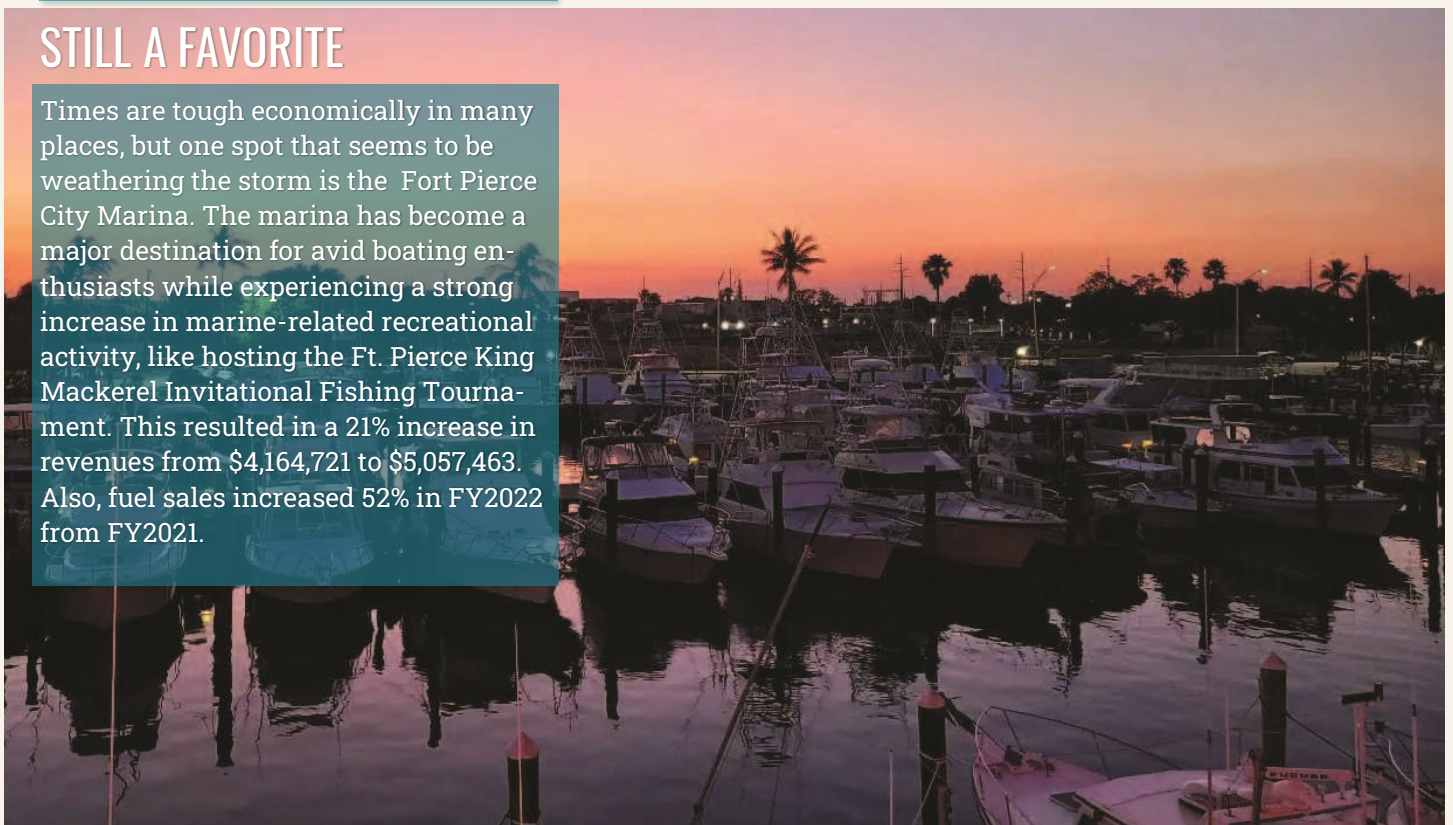
In 2022, there was a 40% increase in the average number of youth participating in golf, up from 500 in 2021. The other programs had participation increase from 520 youth to 564, an 8% increase.



# FORT PIERCE CITY MARINA

## STILL A FAVORITE

Times are tough economically in many places, but one spot that seems to be weathering the storm is the Fort Pierce City Marina. The marina has become a major destination for avid boating enthusiasts while experiencing a strong increase in marine-related recreational activity, like hosting the Ft. Pierce King Mackerel Invitational Fishing Tournament. This resulted in a 21% increase in revenues from \$4,164,721 to \$5,057,463. Also, fuel sales increased 52% in FY2022 from FY2021.



# SERVE

*Our Community*



**3,722 TONS**  
**DEBRIS REMOVED**  
**HURRICANES IAN & NICOLE**

## UNSUNG HEROS OF HURRICANES IAN AND NICOLE

Being first responders, the Public Works Department understands the important role that City facilities and amenities play in the lives of Fort Pierce residents, each day. That is why these dedicated men and women worked tirelessly during the Hurricane Ian and Hurricane Nicole storm recovery efforts throughout the City in October and November, respectively.



The Public Works Team mitigated flooding, rebuilt the Jetty, secured city structures and facilities, cleared tons of storm debris, and so much more. The Public Works Department is the backbone of the City's infrastructure and provides essential functions serving our citizens and City that no other department can provide.



## "GIVE BACK TO THE CITY OF FORT PIERCE DAY"

It was a great turnout at the first "Give Back To The City of Fort Pierce Day," hosted by In The Image of Christ Church's, Pastor Hazel Hoylman. This community event drew attendees both young and old with free food and free raffle prizes given to all who attended. To top it off, horse and UTV rides were also available to those who wanted to venture. Local organizations were also on site to offer their services to the community. The Fort Pierce Police Department was proud to be a part of this local event, and look forward to more in the future.



## OFFICER RECOGNIZED FOR SERVICE

Officer Damian Spotts was honored and recognized as the Law Enforcement Officer of the Day at the House of Representatives in Tallahassee. It also marked his 19th year with the Fort Pierce Police Department!! The City is lucky to have such a dedicated individual, serving and protecting our community.

Left to right: Chief, Diane Hobbly-Burney, Rep. Dana Trubulsky, and Officer Damian Spotts.

# CELEBRATING 100 YEARS OF PROTECTION AND SERVICE

In the 1960s, the Fort Pierce Police Department was located at Avenue D and N. 7th Street. Today, the Department's main station is located at 920 S. US Highway 1.



## REMEMBERING OUR FALLEN HEROES

On October 27, 2022, the Fort Pierce Police Department held a ceremony to unveil their new fallen officer statue. The bronze statue, "Hero," was placed in front of the Police Department at 920 South U.S. Highway 1.

Hero, which was made in the likeness of fallen officer Danny Parrish, faces the department's flag in a salute pose. The statue overlooks the Danny Parrish Fallen First Responders Park and honors all of the Fort Pierce Police Department officers and First Responders in our community.



The park will be a sacred place in the Fort Pierce community where residents, visitors, and family members of all fallen first responders can visit and reflect on the significant contribution and ultimate sacrifices that have been made.

## Honoring Officer Danny Parrish

The "Danny Parrish Fallen First Responders Park" was dedicated following the unveiling of the Fort Pierce Police Department's Fallen Officer Memorial Statue. Fort Pierce Police Sergeant Danny Parrish lost his life on January 18, 1991, in what was supposed to be a simple traffic stop. The park sits directly in front of the Department's main station at 920 South U.S. Highway 1. In addition, a sign about Parrish has been placed in the park to remember his story.



# DEVELOP

*Our Community*

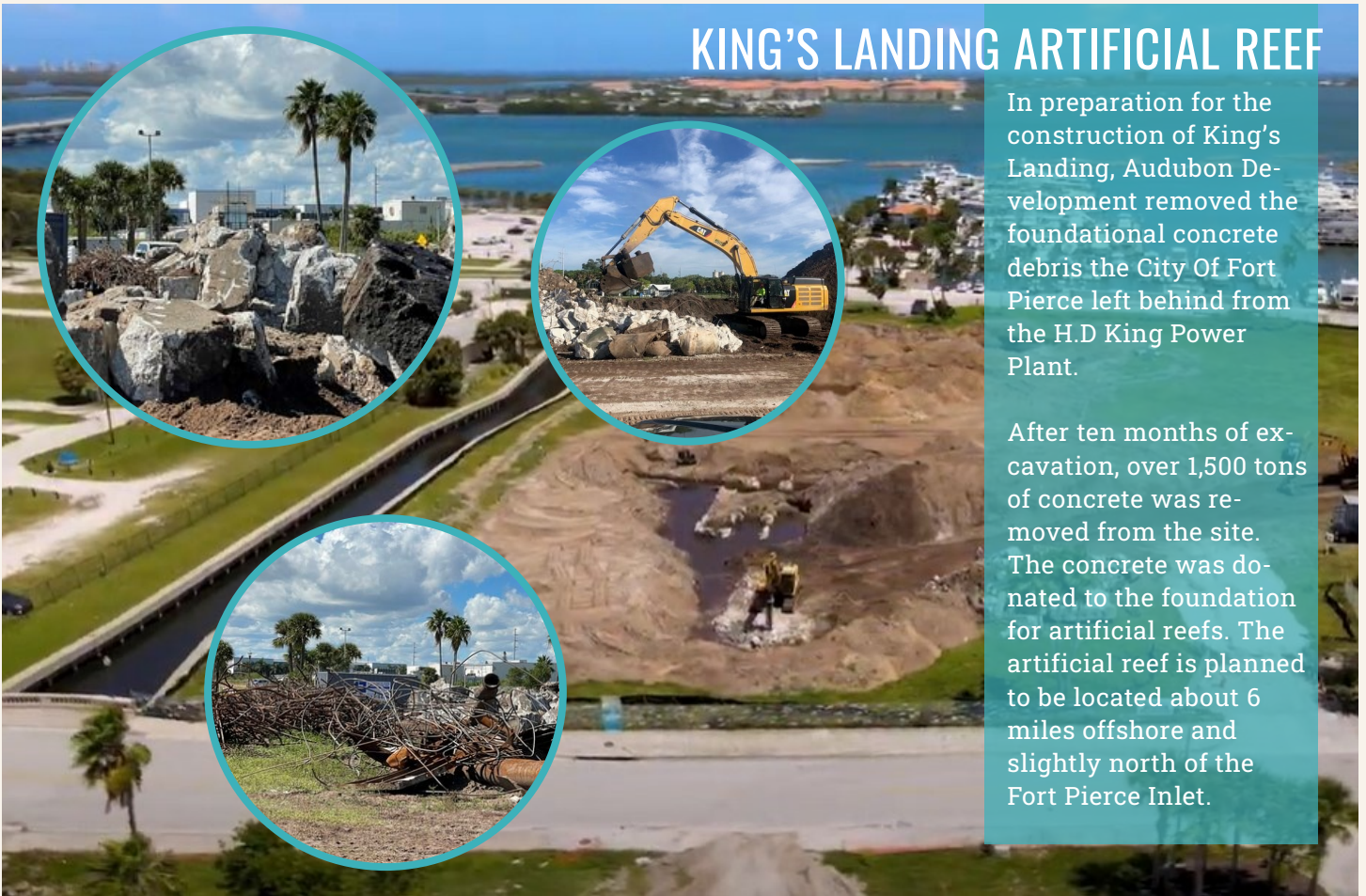


**COMING 2026**  
**KING'S LANDING**  
HOTELS, RETAIL, APARTMENTS & MORE

## KING'S LANDING ARTIFICIAL REEF

In preparation for the construction of King's Landing, Audubon Development removed the foundational concrete debris the City Of Fort Pierce left behind from the H.D King Power Plant.

After ten months of excavation, over 1,500 tons of concrete was removed from the site. The concrete was donated to the foundation for artificial reefs. The artificial reef is planned to be located about 6 miles offshore and slightly north of the Fort Pierce Inlet.



## 1ST PHASE OF \$595 MILLION SURF-PARK RESORT OK'D



Willow Lakes Resort Village  
10050 W. Midway Road

## LAWNWOOD MEDICAL HOSPITAL PATIENT TOWER OPENS

The first two floors of the four-story tower added 32 medical surgical beds, features private rooms, and spacious waiting and registration areas. Pre-operative and recovery areas have been expanded, three operating rooms have been added, and additional parking spaces have been created.



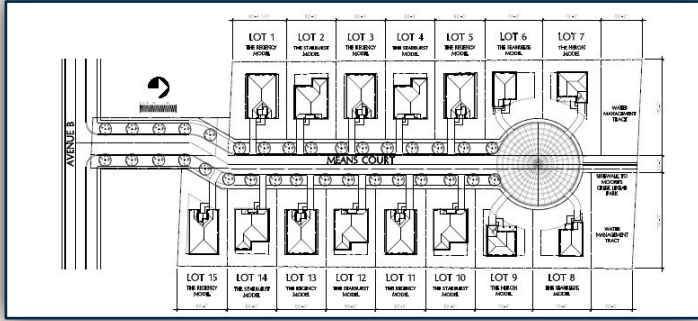
## DEREKTOR SETS RECORD FOR LARGEST STRAP LIFT YACHT HAUL-OUT

In Ft. Pierce, Derektor gave an exclusive behind the scenes look at the new shipyard and an opportunity to speak directly with the team about infrastructure improvements, as well as the upcoming project schedule. While the yard is still under development, utilities are now in place to accommodate a wider range of projects either in-water or on the hard. Capacity was estimated to have increased by the end of 2022 upon completion of the remaining section of the utility loop.

The yacht Coral Ocean was hauled out of the water for service at Derektor Ft. Pierce. Measuring 239.4' long and weighing nearly 1,300 tons, Coral Ocean is the largest yacht ever to be hauled using strap lift technology anywhere in the world.



## THE OAKS AT MOORE'S CREEK PHASE II (MEANS COURT EXTENSION)



The project includes the extension of Means Court roadway between Avenue B and Moore's Creek to support a 15-lot single-family affordable housing subdivision. Improvements include water, sewer, gas, and storm drainage facilities, along with sidewalks, curb & gutter, street lighting, landscaping, and underground electric.

## SOUTH 5TH STREET ROADWAY IMPROVEMENTS (BOSTON TO DELAWARE):

On February 18, 2022, South 5th Street was opened to vehicular and pedestrian traffic bringing to a close improvements to the roadway that included the undergrounding of electric utilities and ATT facilities, installation of storm drainage, water/sewer and sidewalks.



## WATER RECLAMATION FACILITY

Plans for the relocation of the existing Island Water Reclamation Facility took another step forward in 2022. Fort Pierce Utilities Authority (FPUA) plans to build a 78,000 square-foot closed-roof facility adjacent to the Treasure Coast Energy Center (TCEC) in Fort Pierce. The new facility will include state of the art processing equipment and an administration and maintenance building. The proposed complex will be located on 25 acres of land in the Treasure Coast Business Park.

# GOV. RON DESANTIS AWARDS \$2.7 MILLION TO THE CITY OF FORT PIERCE



In August, Governor Ron DeSantis awarded more than \$2.7 million to the City of Fort Pierce through the Florida Job Growth Grant Fund. The City will facilitate infrastructure improvements and the re-develop the City's historic downtown area to spur economic growth and bring jobs closer to home for the City's residents. These projects will support an estimated 1,353 total jobs in the Fort Pierce area.

## GEORGIA AVENUE BASIN WATER QUALITY IMPROVEMENTS

The City has been a champion of protecting our waterways, particularly the Indian River Lagoon. This has been accomplished primarily through a long-held commitment to improving the water quality of stormwater discharge from our neighborhoods.

In 2022, the city made major progress on the Georgia Avenue Basin water quality improvement project, funded in part by the South Florida Water Management District. Water flowing into the Indian River Lagoon is cleaned due to past stormwater improvements in Moore's Creek, Veterans Memorial Park, Indian Hills Restoration and Recreation Area, the islands that protect the waterfront and City Marina, and now, the Georgia Avenue Water Basin.

The City implemented numerous Best Management Practices to aid in the removal of phosphorus, nitrogen, and other harmful nutrients from stormwater discharging from the 235-acre drainage basin.



**ENGAGE**  
*Our Community*



**KID'S PARK  
REBUILD**  
1400 VOLUNTEERS



## UNIQUE COMMUNITY PARTNERSHIP BENEFITS ALL KIDS

On October 11, 2022, hundreds of volunteers got to work rebuilding Kid's Park at Jaycee Park. This project created a unique partnership between the city, the Sunrise Kiwanis Club, and public and private volunteers who banded together to restore a favorite Fort Pierce destination for parents and their children.

Six days, 19,000 hours and more than 1400 volunteers later, the new and improved Kids Park is an all-inclusive playground that allows children of all ages and abilities to play together, without an area set aside for kids with disabilities. Thirty-six vendors provided 2,700 meals and 8,000 drinks during the community build.

Had the project been built by a contractor, it would have taken 4 months to complete at a cost of \$2 million, instead of the estimated \$900,000 it actually cost.



# CITY OF FORT PIERCE HOSTED ONLY 2022 GUBERNATORIAL DEBATE

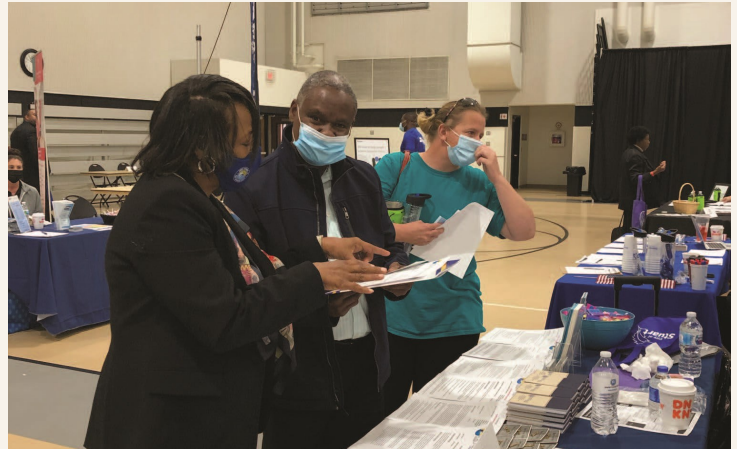
The sole gubernatorial debate, between incumbent Republican Governor Ron DeSantis and Democratic nominee Charlie Crist, was held on October 24, 2022 at the historic Sunrise Theater in beautiful downtown Fort Pierce. The debate, presented by WPEC CBS News 12 and moderated by Liz Quirantes, was not open to the public, but could be viewed live on local news stations. Crowds of supporters from both campaigns armed with flags and signs had plenty to shout about for their candidates.



# 400 JOB SEEKERS ATTEND 7TH ANNUAL JOB FAIR

Employers and the largest number of job seekers packed the Havert L. Fenn Center in Fort Pierce on January 20, 2022 for the 7th Annual Job Fair. The City of Fort Pierce Grants Division partnered with CareerSource Research Coast, St. Lucie County Board of County Commissioners, The Economic Development Council of St. Lucie County, and the St. Lucie County Chamber of Commerce in bringing the largest crowd yet!

There were over 80 employers and 20 community service providers in attendance with immediate job openings. The primary goal was to promote and increase the job choices available to residents, provide job seekers the resources to apply for jobs, and have on site interviews with employers. Our local community partners provided information on various types of assistance and much more. The event was a major success.



St. Lucie County & State of Florida

# 2022 & 2023 YOUTH *of the* YEAR

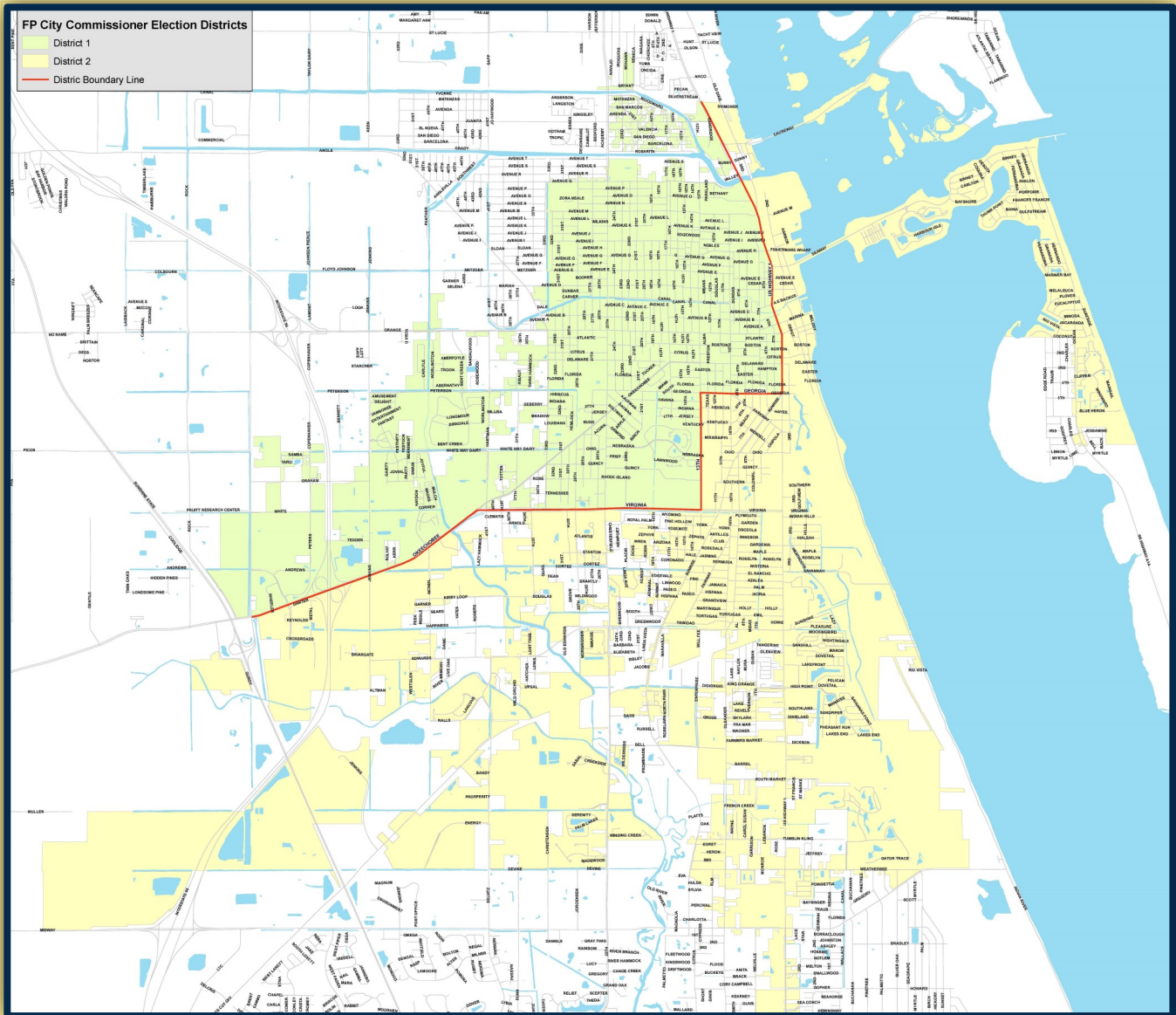
## CONGRATULATIONS!!

# Mia



In 2022 and 2023 Fort Pierce Youth Council member, Mia Morrison, won the Boys & Girls Clubs of St. Lucie County's Youth of the Year and State of Florida Youth of the Year! As a member of YOCO, Mia brings inspiration, ideas, and leadership to the council to effect change for her peers. Mia currently serves as the Council's first Vice Chairperson. She is a dual-enrollment student attending Lincoln Park Academy and Indian River State College. We are so proud of you!

# ELECTION DISTRICT BOUNDARIES REDRAWN



The City of Fort Pierce contracted Kurt Spitzer and Associates to assist with the City's redistricting requirements following the 2020 Census. The redistricting, as required every 10 years by federal law, sought to revise the election boundaries in an effort to provide two districts with as close to equal population as possible

Two Public Input Workshops were held to bring awareness and education about the redistricting requirements. Two map options for the City's consideration were created. Alternative 1 (pictured above), which has District 1 and 2 bordered by U.S. Highway 1, Georgia Avenue, South 13th Street, Virginia Avenue, and Okeechobee Road, was approved by the City Commission.

# BEAUTIFY

*Our Community*

## 300 HUNDRED YEAR-OLD SPANISH TREASURE CANON



# A Treasured Past

The 1715 Spanish Treasure Canon was unveiled after lying dormant for hundreds of years and was the first canon brought to the surface in over 40 years. The City of Fort Pierce celebrated the unique treasure which is now on display in downtown Fort Pierce near the Melody Lane Fishing Pier. The City is thankful for Captain John Brandon of the 1715 Queens Jewels, Matt Samuel of the Keep Fort Pierce Beautiful Advisory Board, and of the Lions Club, who significantly donated to see this project through from start to finish. Furthermore, many thanks to Captain Dan Porter, the City of Fort Pierce Public Works Department staff, Aaron Netherton, and other community partners for making this all possible.



## About The Canon

For more than 300 hundred years, a canon from the 1715 Spanish Treasure Fleet sat in the Atlantic, just north of Fort Pierce. Together, Captain John Brandon of the 1715 Fleet Queens Jewels, LLC and Captain Danny Porter of the Seatrepid, they skillfully salvaged the relic to retrieve the canon. The canon resurfaced on August 13, 2018, and was brought to the docks of Fisherman's Wharf where it was hoisted out of the water by crane, making land for the first time in centuries. The canon was transported to the City's Public Works compound to undergo the restoration process, prepping it for public display at the Melody Lane Fishing Pier Plaza.

# THE GREAT AMERICAN CLEANUP 2022

The Annual Great American Cleanup unifies and beautifies the City of Fort Pierce by giving citizens the opportunity to come together as a community and make a difference where they live, work, and play. It is the volunteer efforts from residents, businesses, and organizations

that makes this event possible. Public Works provides the supplies, collects filled garbage, hands out water, and sprucing up areas throughout the City. We are extremely thankful, between the volunteers and the Public Works Department, more than 8 tons of litter/garbage was removed from our beautiful City.

Hundreds of residents, business owners, and organizations came out and picked up trash in areas

throughout the City of Fort Pierce. Areas such as Moore's Creek, South Beach Park, Means Court, Downtown, Veteran's Memorial Park, Jaycee Park, Orange Avenue, Avenue D, Jetty Park, N. 10th Street, Virginia Avenue, N. 13th Street, and many more were cleaned throughout the day.



## PORPOISE AVENUE BEACH ACCESS PARKING IMPROVEMENTS

Construction of the pervious paver parking lot was completed and the park opened in April 2022 to the public. The pervious paver system is comprised of loosely interlocking concrete pavers installed upon several layers of varying stone and aggregate. This layered system allows stormwater run-off to filter through the rock base and subbase filtering out suspended solids while permitting stormwater to percolate back into the ground reducing, if not eliminating, stormwater run-off off-site. The stunning mural was created by Kenny Mcguire.



## ORANGE AVENUE TARGETED CORRIDOR PAINT PROGRAM LAUNCHED

The City of Fort Pierce announced the launch of the Fort Pierce Redevelopment Agency (FPRA) Targeted Corridor Paint Program for Orange Avenue. The Targeted Corridor Paint Program offers financial assistance in the form of a reimbursable grant up to \$1,000 toward the cost of exterior paint and paint supplies. The funds will be disbursed on a first-come, first-served basis. Limit one (1) grant award per property. The goal of this program is to brighten up and transform the Orange Avenue corridor. This will be the first of several targeted corridors in the FPRA district.

A handwritten signature in black ink, appearing to read "Bob B.", is located in the bottom right corner of the page.

# ENJOY

Our Community

ERCE

OPERY

FORMING LIVE

Y JOHNSON'S ESSENCE  
(of Motown Meets Earth Wind And Fire)

LO VEGA AND THE TRIBE

Y LOVE

Y EVER AFTER AND GARY PALMER  
(Saxophonist)

Featuring Artist

CITY OF FORT PIERCE  
PRESENTS

JUNE  
Teenth  
FREEDOM

# BLOCK PARTY

**SAVE THE DATE**

**17TH JUNE** FRIDAY

5:00PM  
10:00PM

PERFORMING LIVE

- LARRY JOHNSON'S ESSENCE (of Motown Meets Earth Wind And Fire)
- APOLLO VEGA AND THE TRIBE
- KAYY LOVE
- SAXY EVER AFTER AND GARY PALMER (Saxophonist)

Featuring

- Live Music
- Stick And Move
- Free Admission
- Cigar Lounge
- VIP LOUNGE

**INCUBATE NEIGHBORHOOD CENTER**  
532 N 13TH STREET, FORT PIERCE, 34950

For Additional Information  
ABRAZELL@INCBIZ.ORG 772-494-7504 WWW.INCBIZ.ORG

CITY OF FORT PIERCE

FREEDOM

THE ESSENCE OF MOTOWN

**17TH JUNE** FRIDAY

SAXY B...

INCUBATE NEIGHBORHOOD CENTER  
532 N 13TH STREET, FORT PIERCE, 34950

ABRAZELL@INCBIZ.ORG

1ST  
JUNETEENTH  
1500 ATTENDEES



## History of Juneteenth

Monday, June 19th, 1865, the day when federal troops arrived in Galveston, Texas and ensured that all enslaved people be freed. The troops' arrival came a full two-and-a-half years after the signing of the Emancipation Proclamation. Juneteenth honors the end to slavery in the United States and on June 17, 2021, it officially became a federal holiday.



The City of Fort Pierce presented the Juneteenth Freedom Block Party recognizing the nation's newest holiday. The event attracted more than 1,000 people and had it all, amazing food vendors lined the street, arts and crafts vendors displayed their unique creations, live music and entertainers performed on stage, and even an air conditioned VIP lounge and a cigar lounge were available for attendees.





## COMMISSIONER RUFUS ALEXANDER REMEMBERED

Friends, family, and community members gathered on June 18, 2022 to remember Commissioner Rufus Alexander. In honor of his years of service, a mural was painted on the wall of Station 15 and unveiled following a brief ceremony. Rufus Alexander was a Fort Pierce City Commissioner and served on the fire board for 17 years before passing away in July 2021.

Mural credit: Firefighter/Artist Julian Reams

## U.S. NATIONAL FIREFIGHTER CHALLENGE RETURNED TO FORT PIERCE IN 2022



Beautiful downtown Fort Pierce once again served as the backdrop to the U.S. National Firefighter Challenge, September 22nd through September 24th, 2022. Hundreds converged on the parking lot of the Manatee Observation & Education Center, A.E. Backus Museum & Art Gallery, and the 7 Gables House to cheer on the reigning hometown champs as they defended the national title! The weather was great and the competition fierce.

### CONGRATUATIONS ST. LUCIE RED!

The St. Lucie County Fire District successfully defended their title to become the

### 2022 UNITED STATES CHAMPIONS

in the Fire District Team and Department Relay categories. Co-captain Brian Riebe placed 1<sup>st</sup> overall in individuals and the relay team broke the Florida state record!



# 1923—2023 | 100 YEARS of THE BEST ENTERTAINMENT



“  
*The Sunrise holds a special place in the hearts of many who can still recall with fondness a night out at the Sunrise, a first date, or even a first kiss.*”

~ Sharon Engle  
Executive Director

Since 1923 and until it closed in 1983, the Sunrise Theatre served as a gathering place for citizens of Fort Pierce, starting with vaudeville, followed by silent films and finally major motion pictures. The intimate 1,200-seat theatre, located in Historic downtown Fort Pierce, was beautifully restored in 2006 and returned to its current splendor. Listed on the National Register of Historic Places, the community performing arts center presented in 2022, 87 performances to include national touring Broadway shows, comedy and musical acts from all genres, and ballet.

The Sunrise Theatre will celebrate turning 100 with a Speakeasy Event which will be held on Saturday, July 29, 2023 at the Sunrise Theatre. The community celebration event is co-hosted by the Sunrise Theatre Foundation and the Sunrise Theatre. The event will celebrate the fulfillment of the vision of R. N. “Pop” Koblegard of feature delicious food and beverages in multiple locations throughout the theatre, entertainment, music and much more! Imagine entering through the speakeasy door with a special password or knock and being transformed back in time to the early days of 1920’s. Learn the Charleston on the mainstage, try your luck gambling at the Casino in the lobby and enjoy a specialty cocktail in the bourbon bar at the historic second floor Friend’s Lounge.



## Honoring Beloved Music Teacher Earl Frank Little

The Fort Pierce City Commission approved the naming of the first 10 rows of the balcony at the Sunrise “The Earl Frank Little Mezzanine” in his honor. Mr. Little’s career spanned sixty-eight years educating, directing, and performing in the field of musical arts. Mr. Little’s love for music and theater began at Lincoln Park Academy in the 1930s. After graduating from college, he returned to his beloved hometown of Fort Pierce, Florida, in 1955, where he spent his lifelong career teaching music and the arts.

# CITY OF FORT PIERCE OFFERS SOMETHING FOR EVERYONE!

## New Pickleball Courts Open at Jaycee Park!!



Pickleball has grown in popularity, not just in Fort Pierce, but across the country. In 2021, pickleball soared to new heights and grew to 4.8 million players across the United States, according to the Sports and Fitness Industry Association. With the growing popularity, residents in the City of Fort Pierce stated they would like more pickleball courts throughout the community. An existing tennis court was repurposed to create the 4 new pickleball courts.

Since completion, residents and visitors have taken to the courts, and people of all skill levels and age groups can be seen playing together on the new courts. The courts are available at no charge on a first-come, first-served basis during regular park hours.

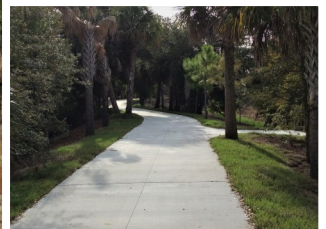
## INDIAN HILLS RECREATION AREA SUN TRAIL OPENS

On Thursday, January 13, 2022, the City of Fort Pierce and partners marked the completion of the Indian Hills Recreation Area SUN Trail with a ribbon-cutting ceremony near the trail's midpoint, 52 Savannah Road, in Fort Pierce. The opening celebrates the creation of a north-south, multi-purpose trail through the recreation area from the Indian Hills Golf Course to the south of Savannah Road. This piece of a 26-mile SUN Trail planned in St. Lucie County establishes a segment of the East Coast Greenway from North Hutchinson Island to Jensen

Beach. This joint project, valued at more than \$579,000, is a product of a collaboration between the Florida Department of Transportation, St. Lucie County, St. Lucie Transportation Planning Organization, and the City of Fort Pierce.

The East Coast Greenway is a multi-purpose path that connects 15 states and 450 cities

and towns for 3,000 miles from Maine to Florida. Currently, there are four completed East Coast Greenway segments within St. Lucie County: North Hutchinson Island along North A1A, Indian Hills Recreation Area, a portion of the Savannas Recreation Area, and along Green River Parkway in Port St. Lucie. By 2026, the Shared-Use Nonmotorized (SUN) Trail Program and the Florida Department of Transportation will have invested more than \$20 million toward completing the Statewide SUN Trail Network and the East Coast Greenway throughout St. Lucie County.



## CITIZENS OF FORT PIERCE



**TANYA M. EARLEY**  
CITY ATTORNEY



**NICHOLAS MIMMS**  
CITY MANAGER




**LINDA COX**  
CITY CLERK




**JACK ANDREWS**  
CITY ENGINEER




**PEGGY ARRAIZ**  
CODE COMPLIANCE  
DIRECTOR




**KEVIN BROWNING**  
HUMAN RESOURCE  
DIRECTOR




**DIANE HOBLEY-  
BURNAY**  
POLICE CHIEF




**SHARON ENGLE**  
SUNRISE THEATRE  
DIRECTOR




**KEV FREEMAN**  
PLANNING  
DIRECTOR




**DEVOSHAY  
JOHNSON**  
IT DIRECTOR



**DEAN KUBITSCHEK**  
MARINA DIRECTOR




**JOHNNA MORRIS**  
FINANCE  
DIRECTOR



**MIKE REALS**  
PUBLIC WORKS  
DIRECTOR



**PAUL THOMAS**  
BUILDING  
DIRECTOR



**DANNY VISCONTI**  
INDIAN HILLS GOLF  
COURSE DIRECTOR

# BOARDS & COMMITTEES

## **ARTS AND CULTURE ADVISORY BOARD**

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

## **BOARD OF ADJUSTMENT**

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

## **BOARD OF EXAMINERS OF CONTRACTORS**

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

## **CIVIL SERVICE APPEALS BOARD**

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

## **COMMUNITYWIDE COUNCIL**

meets as needed at 6:00 p.m. (Two or three times per year). The Council reviews the city's Community Development Block Grant (CDBG) Program Annual Action Plan, economic development business loan applications, non-

profit organizations' request for funding applications, and proposed projects for recommendations to staff and City Commission. Members must represent specific targeted areas and be a city resident and financial disclosure to the State of Florida is required.

## **COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE**

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

## **FORT PIERCE UTILITIES AUTHORITY**

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

## **HISTORIC PRESERVATION BOARD**

meets on the 4th Monday of each month at 6:00 p.m. This board handles many tasks including maintaining historic district boundaries and monitoring the upkeep of the local register of historic sites and districts. Members

must be city residents or operate a business in the City and financial disclosure to the State of Florida is required.

## **INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE**

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

## **KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD**

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

## **PARKING COMMITTEE**

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

**PARKS ADVISORY COMMITTEE**

meets on the 3rd Thursday of each month at 10:00 a.m. This group provides input to the City Commission on park related activities and policy; they review naming requests and conduct research on issues as requested by the City Commission. Members must be residents of the city.

**PLANNING BOARD**

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

**POLICE COMMUNITY ADVISORY COMMITTEE**

meets on the 2nd Thursday of each month at 4:30 p.m. Its main purpose is to facilitate interaction,

build trust and mutual respect and improve understanding between Citizens and their Police Department. Eligible individuals will be residents of the City of Fort Pierce.

**POLICE OFFICERS RETIREMENT FUND BOARD OF TRUSTEES**

meet quarterly. The Board is responsible for administering the trust fund and members must be a city resident and financial disclosure to the State of Florida is required.

**SUNRISE THEATRE ADVISORY BOARD**

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

**YOUTH ADVISORY COUNCIL**

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

**FOR MORE INFORMATION**

Dates, times and locations are subject to change. Citizen participation is important in developing the City of Fort Pierce's programs/policies and in providing quality services to the community. For more detailed information or to join one of the committees, visit our website:

[www.cityoffortpierce.com](http://www.cityoffortpierce.com) or contact the City Clerk's Office at 772-467-3065



*Love, Fort Pierce*

Whether one's looking for a relaxing day in the sunshine or an invigorating outdoor workout, the City always has events, shows, and festivals occurring. However, even outside of the 197 special events in 2022, there are still numerous activities to partake in throughout the year.



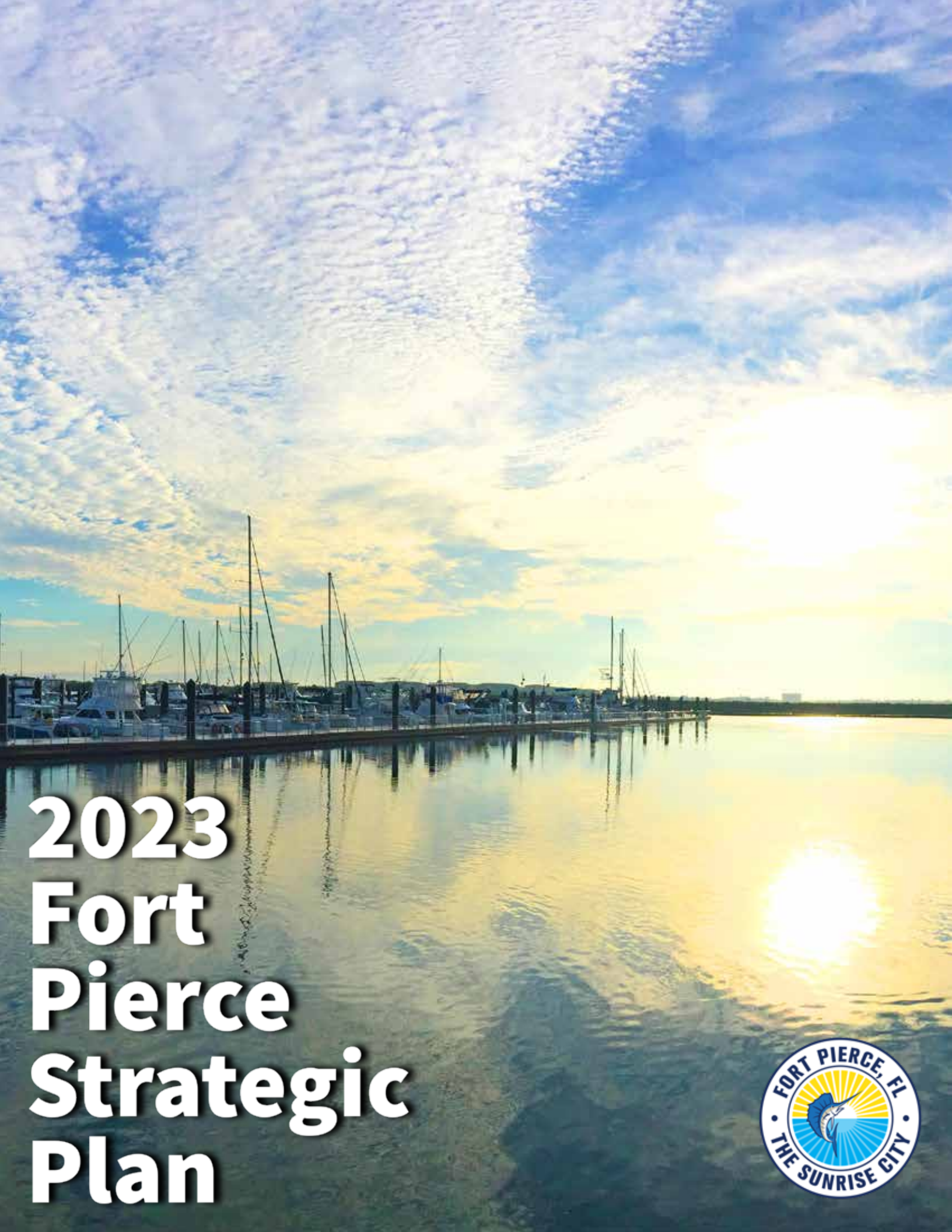
## CITY OF FORT PIERCE MISSION STATEMENT:

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"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."

[www.cityoffortpierce.com](http://www.cityoffortpierce.com) | 772.467.3000





# 2023 Fort Pierce Strategic Plan



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## CITY OF FORT PIERCE MISSION STATEMENT:

*“To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work.”*



# SERVE OUR COMMUNITY

## **GOAL** City Impact Fees: Review, Refinement and Expenditure Direction (with St. Lucie County)

- Law Enforcement Impact Fees
- Cost of Services and Facilities
- Projects
- Impact Fee Marketplace
- Expenditure Direction
- Working with St. Lucie County

### **MAY 2023 UPDATE**

Awaiting information from Public Works Department - Parks & Grounds and Solid Waste.

ACTIVITIES/MILESTONES	DATE
Provide information to consultant	5/23
Complete Report by Consultant	6/23
Finalize Report with Recommendations	7/23
BUDGET WORKSHOP: Discussion and Direction	7/23
DECISION: Impact Fee Adoption	9/23
<b>PLANNING DIRECTOR</b>	





# SERVE OUR COMMUNITY

## GOAL St. Lucie County-City/FPUA Strategy: Key Issues, Direction and City Actions

- Annexations
- Impact Fees
- Public ROW Responsibilities
- Utility Service Area Boundaries
- Parking Issues in Downtown
- Location of County Buildings and Facilities
- WWTP Relocation
- Shared Roads
- County-Owned Land
- Parks Maintenance and Security
- Lincoln Park Accelerated Growth - Infill Development
- Homelessness
- Community Mental Health
- County Airport
- Joint Procurement: Avenue D and 7th Street
- Road Upgrades to Respond to Growth
- Harbour Pointe Park

ACTIVITIES/MILESTONES	DATE
<del>JOINT MEETING: Meet with St. Lucie County Commissioners</del>	3/23
Follow-up City Actions	TBD
<b>CITY MANAGER</b>	

### MAY 2023 UPDATE

The City Commission and Board of County Commissioners met March 28, 2023 and discussed a wide variety of issues that focused on partnership and collaboration. Subsequently, a meeting was held in late April 2023 to discuss these issues in more detail. Several interlocal agreements are planned to be executed due to the strong collaboration between the two (2) organizations..





# SERVE OUR COMMUNITY

## GOAL City Legislative Advocacy and Agenda: Key Issues, Agenda and Lobbying

- Wastewater Treatment Plant: \$45 million
- Avenue D: Approved \$1.5 million

### MAY 2023 UPDATE

The City of Fort Pierce Legislative Affairs consultant Gray Robinson has been extraordinarily successful in directing local funding requests through the state appropriation and grant award process. Indian River Drive (Seaway Drive to Marina Way) and the relocation of the Island Water Reclamation Facility have already been awarded funding, and the reconstruction of Avenue D (North 29th Street to Indian River Drive) is currently being considered for funding.

ACTIVITIES/MILESTONES	DATE
<del>Establish Legislative Agenda</del>	DONE
<del>Present Agenda to Legislative Delegation</del>	DONE
Lobbying State Legislature	Ongoing Monitoring

**CITY MANAGER**





# SERVE OUR COMMUNITY

## GOAL Proactive City Corporate Communications Strategy and Action Plan: Outcomes, Best Practices, Report with Options, Direction and City Actions

- Goals
- Roles: City Government
- ROI - Effectiveness of Methods
- Differing Approaches for Different Demographics
- Moving Target: Methods and Platforms
- Resources Needed
- Funding Level
- Information Security
- Thirty Party Platforms
- Changing Social Media Environment

ACTIVITIES/MILESTONES	DATE
Complete an Assessment of current methods	5/23
Prepare Update Report and budget recommendations	6/23
BUDGET WORKSHOP: Presentation and Direction	7/23
DECISION: Communications Programs and Funding Level	9/23
<b>INFORMATION TECHNOLOGY DIRECTOR</b>	

### MAY 2023 UPDATE

In progress





# SERVE OUR COMMUNITY

## GOAL Comprehensive Ordinance Review and Update: Completion

- Outdated Ordinances
- Language Clarification
- Streamlining Processes
- Purchasing Card
- Construction Manager-at-Risk

### MAY 2023 UPDATE

#### ○ Planning and Zoning

Review of ordinance ongoing.

#### ○ Purchasing

The City Attorney’s Office had an initial meeting with the Purchasing Department to discuss miscellaneous matters related to purchasing and the processing of contracts. New templates are being created for construction contracts. A follow-up meeting will be scheduled with the Director of Finance and the Purchasing Manager to discuss specific changes to the purchasing code.

ACTIVITIES/MILESTONES		DATE
<b>Planning and Zoning - Chapter 125</b>		
1.	Complete internal review of current ordinances	8/23
2.	Identify needed changes and prepare draft ordinances	11/23
3.	Planning Board: Review and Recommendations	12/23
4.	DECISION: Planning and Zoning Ordinances Adoption	2/24
<b>Purchasing</b>		
1.	Complete internal review	8/23
2.	Identify needed changes and prepare draft ordinances	11/23
3.	DECISION: Purchasing Ordinances Adoption	12/23
<b>(A) PLANNING DIRECTOR (B) CITY ATTORNEY</b>		





# SERVE OUR COMMUNITY

## GOAL City Services and Staffing Plan for Growth: Direction and Funding

- Homestead Cap Growth: 3% to 2%
- Millage Rate: 6.9 to 7.2
- Housing Valuation
- Increasing Operational Costs
- Population Growth and Growth in Demands for City Services
- Average Households: \$300 Annual Contribution to Ad Valorem Taxes

ACTIVITIES/MILESTONES	DATE
Prepare proposed Budget FY 2024	7/23
BUDGET WORKSHOP: Direction	7/23
DECISION: Budget FY 2024 Adoption	9/23
<b>CITY MANAGER</b>	

### MAY 2023 UPDATE

All departments within the structure of the City of Fort Pierce are currently being evaluated for efficiency purposes.





# SERVE OUR COMMUNITY

## GOAL Management and Employee Succession Plan and Process: Report

- Public Works Director
- City Engineer
- Marina Director
- City Manager
- Chief of Police

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	7/23
CONFERENCE AGENDA: Report Presentation	8/23
<b>CITY MANAGER</b>	

### MAY 2023 UPDATE

Succession planning strategies have commenced in the City Manager’s Office. Other departments of the City of Fort Pierce are also preparing existing employees for possible leadership opportunities.





# SERVE OUR COMMUNITY

## GOAL IT Enhancement/Master Plan Implementation: Update Report

### MAY 2023 UPDATE

Complete. The Tyler ERP Migration Project Status Report was distributed to the City Commission on May 5, 2023.

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	5/23
<del>CONFERENCE AGENDA:</del> Presentation and Discussion	5/23
INFORMATION TECHNOLOGY DIRECTOR	





# SERVE OUR COMMUNITY

## GOAL Grants and Outside Funding Sources: Identification, Direction and City Actions

- Matching Funding
- Reporting Requirements
- Administrative Costs
- Application Process

ACTIVITIES/MILESTONES	DATE
Receive from departments current and potential grants	5/23
Prepare report for City Manager	7/23
BUDGET WORKSHOP: Presentation and Discussion	7/23
<b>FINANCE DIRECTOR</b>	

CURRENT:	AWARDED	MATCH	DATE	STATUS/NOTES
African-American Historical & Cultural Grant	\$483,662.00	N/A	8/1/2022	Awarded
CFP FPUA Job Growth Grant	\$2,745,223.00	\$2,000,000.00	6/3/2019	Awarded
Closing the Gap	\$100,000.00	N/A	6/15/2021	Awarded-Technical Assistance
Indian River Lagoon- Moore's Creek Distinctive Communities Project	\$106,500.00	\$106,500.00	3/13/2023	Awarded-Withdrawn
FL Department of Environmental Trails Program	\$82,767.60	\$18,048.72	9/01/2022	Awarded
PROPOSED:	AWARDED	MATCH	DATE	STATUS/NOTES
DOE Energy Efficiency & Conservation Block Grant (EECBG) Program	\$76,720.00	N/A	4/28/2023	Technical Assistance-will apply
2023 AARP Community Challenge-Capacity Building Microgrants	\$2,500.00	N/A	2/6/2023	Application Submitted
2023 AARP Community Challenge-Capacity Building Microgrants	\$1,400.00	N/A	2/6/2023	Application Submitted
Environmental Protection Agency-Solid Waste for Recycling Infrastructure Grant	\$3,185,118.16	N/A	2/15/2023	Application Submitted
FL Local Government Cybersecurity Grant	\$0	N/A	3/30/2023	Technical Assistance-Application Submitted
FEMA-Building Resilient Infrastructure & Communities	TBD	TBD	TBD	Will apply
Sprouts Neighborhood Community Grant	TBD	TBD	TBD	Will apply
<b>TOTAL:</b>	<b>\$6,783,890.76</b>	<b>\$2,124,548.72</b>		

As of 4/13/2023 \$8,908,439.48



# SERVE OUR COMMUNITY

## GOAL City Compensation Policy: Classification and Compensation Study Report Direction and Funding

- Competitive Employment
- Shortage Selected Positions
- Financial Constraints and Realities

### MAY 2023 UPDATE

The classification and compensation study has been reviewed by the City Manager.

ACTIVITIES/MILESTONES	DATE
<del>Complete the Classification and Compensation Study</del>	4/23
Review by City Manager	5/23
BUDGET WORKSHOP: Presentation and Discussion	7/23
<b>HUMAN RESOURCES DIRECTOR</b>	





# SERVE OUR COMMUNITY

## GOAL Labor Negotiations and Contracts: Teamsters, PBA Officers and PBA Sergeants & Lieutenants

### MAY 2023 UPDATE

#### Teamsters

Negotiations are in progress.

#### PBA Police Officers

Contract was approved by the Commission at the April 17, 2023 meeting.

#### PBA Sergeants & Lieutenants

Contract was approved by the Commission at the April 17, 2023 meeting.

### ACTIVITIES/MILESTONES DATE

#### Teamsters

1. <del>Begin negotiations</del>	5/23
2. Complete negotiations	10/23
3. DECISION: Contract Approval	11/23

#### PBA Police Officers

1. <del>Begin negotiations</del>	2/23
2. <del>Complete negotiations</del>	4/23
3. <del>DECISION: Contract Approval</del>	5/23

#### PBA Sergeants & Lieutenants

1. <del>Begin negotiations</del>	2/23
2. <del>Complete negotiations</del>	4/23
3. <del>DECISION: Contract Approval</del>	5/23

### HUMAN RESOURCES DIRECTOR





# SERVE OUR COMMUNITY

## GOAL Natural Gas Strategy: Development, Direction and Implementation

- Prices locked in for two years

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	8/23
Strategic Planning Workshop: Presentation and Discussion	8/23
FPUA DIRECTOR OF UTILITIES	

### MAY 2023 UPDATE

With fixed gas prices until April 2025, FPUA has been able to reduce the last two months' Power Cost Adjustment (PCA). Additional PCA reductions are expected through September. The adjustment will be evaluated by the FPUA Board each month before it is implemented.





# SERVE OUR COMMUNITY

## GOAL American Rescue Program: Direction on Project Allocations

- Unallocated Funds: \$300,000

### MAY 2023 UPDATE

Complete. The funds were allocated to the Fort Pierce Animal Adoption Center for capital improvements to the facility.

ACTIVITIES/MILESTONES	DATE
<del>Develop Allocation Plan for \$300,000</del>	6/23
<del>BUDGET WORKSHOP: Direction and Decision</del>	7/23
CITY MANAGER	





# SERVE OUR COMMUNITY

## GOAL Customer Service and Working Remotely/Flexible Hours: Update Report

- Equipment
- Security
- Performance Monitoring and Accountability
- Different Departments Different Needs
- Potential City Liability

ACTIVITIES/MILESTONES	DATE
<del>Receive departmental policies and practices</del>	4/23
Prepare a Comprehensive Report	7/23
CONFERENCE AGENDA: Presentation and Discussion	7/23
<b>HUMAN RESOURCES DIRECTOR</b>	

### MAY 2023 UPDATE

All departmental policies and practices have been received. Currently preparing a comprehensive report for the City Manager’s review.





# DEVELOP OUR COMMUNITY

## GOAL Brightline Stop/Station in Fort Pierce: Proactive Next Steps

- Location
- Future Land Use
- Station Design
- Potential Development Partner
- Outside Funding Sources
- Funding Conceptual Design
- ROW
- Utility Locations
- Pedestrian Connectivity

ACTIVITIES/MILESTONES	DATE
Monitor actions	Ongoing
Develop Future Land Use	8/23
Planning Board: Review	8/23
DECISION: Brightline Station Future Land Use	9/23
Develop Conceptual Design	10/23
Identify Potential Partner	10/23
CONFERENCE AGENDA: Presentation Brightline Station Conceptual Design and Potential Partnership	11/23
Lobby Federal Government and State of Florida for funding	Ongoing
Receive Response from Brightline	12/23

**CITY MANAGER**

### MAY 2023 UPDATE

The City of Fort Pierce is working with the Brightline Trains architectural design firm to finalize a scope for the conceptual design to include associated renderings with input from community stakeholders. An interlocal agreement with SLC TPO is also being drafted for funding participation in this effort.





# DEVELOP OUR COMMUNITY

## GOAL Annexations Strategy/Interlocal Service Boundary Agreement: Paradise Park and Other Enclaves(s)

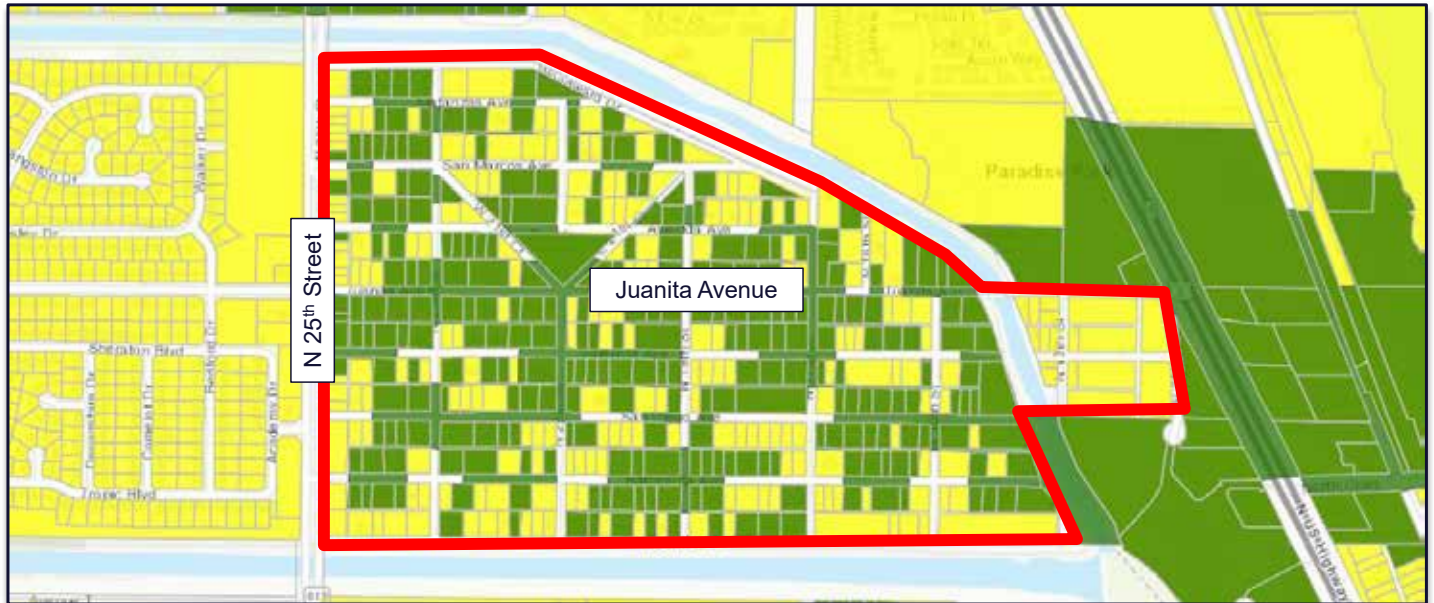
- St. Lucie County

### MAY 2023 UPDATE

City of Fort Pierce and Saint Lucie County staff members met in late April to initiate the negotiation process associated with a possible Interlocal Service Boundary Agreement.

ACTIVITIES/MILESTONES	DATE
Work with St. Lucie County on Annexation	5/23
JOINT FPUA MEETING: Enclaves and Strategic Annexations	5/23
DECISION: 41+ Individual Parcel Annexations	6/23
DECISION: Paradise Park Annexation	8/23
<b>CITY MANAGER</b>	

### PARADISE PARK



- City Limits
- Unincorporated SLC/FPUA Retail Service Area
- Area identified for annexation through ISBA



# DEVELOP OUR COMMUNITY

## GOAL Growth Management Plan: Scope, Development and Adoption

- Water Expansion
- Wastewater Expansion
- Funding
- Community Needs
- Future Growth Direction

ACTIVITIES/MILESTONES	DATE
<del>Define scope of project</del>	<del>5/23</del>
JOINT FPUA STRATEGIC PLANNING WORKSHOP: Water and Wastewater	8/23
Prepare Growth Report	10/23
CONFERENCE AGENDA: Presentation and Discussion	12/23
<b>FPUA/CITY MANAGER</b>	

### MAY 2023 UPDATE

- Water & Wastewater Expansion (188 potential customers)  
5 neighborhoods complete  
8 @ 90% design or better  
4 @ 50% design  
3 not started
- FPUA staff is finalizing the design for several projects identified in the bond issuance. These projects are strategically located to quickly connect to existing infrastructure and properties contiguous to the existing City limits. These projects are currently under development and will be presented as part of the FPUA budget review with the FPUA Board and City Commission.
- The joint strategic planning workshop date has not yet been scheduled.



Site location for new water treatment plant



# DEVELOP OUR COMMUNITY

## GOAL Orange Avenue Corridor Street Improvements: Project Completion

- Project Completion

### MAY 2023 UPDATE

- FDOT finalizing design plans – Project Letting scheduled for Fall 2023
- Construction Start - Spring 2024
- Completion Date Spring 2026

ACTIVITIES/MILESTONES	DATE
Orange Avenue Beautification Project - U.S. 1 to 10th Street: Completion	5/23
Orange Avenue Beautification Project - FDOT - 13th to 33rd Street: Completion	2026
CITY ENGINEER/FDOT	





# DEVELOP OUR COMMUNITY

## GOAL Downtown Development Master Plan Implementation: Direction and Funding

- Streetscape Project
- Beautification Project
- Pedestrian Connectivity

### MAY 2023 UPDATE

The Downtown Master Plan is complete. Capital improvement projects have been identified to accomplish this plan and will be added to the City of Fort Pierce CIP for funding assignment.

ACTIVITIES/MILESTONES	DATE
<del>Establish CIP Plan for Downtown Projects</del>	3/23
Identify funding sources	6/23
Prepare Report	6/23
BUDGET WORKSHOP: Presentation and Direction	7/23
<b>CITY MANAGER</b>	





# DEVELOP OUR COMMUNITY

## GOAL County Airport Development: Update and City Actions

- Vision Direction
- Commercial Air Service

### MAY 2023 UPDATE

A request will be made to the County Administrator for an update on airport matters within the next few months.

ACTIVITIES/MILESTONES	DATE
Request St. Lucie County Airport Director status and future direction	TBD
<b>CITY MANAGER</b>	



**TREASURE COAST**  
International Airport & Business Park  
AT ST. LUCIE COUNTY





# DEVELOP OUR COMMUNITY

## GOAL Tourism Expansion Strategy/Action Plan: Update Report, Direction and City Actions

- Bed Tax Allocation
- Tourism Tax for City of Fort Pierce
- 1-Cent Available
- Fort Pierce Generation: 58%

ACTIVITIES/MILESTONES	DATE
Update Report from Tourism Development Council	6/23
<b>SUNRISE THEATRE DIRECTOR/ COMMISSIONER J. JOHNSON</b>	

### MAY 2023 UPDATE

New Marketing Director, Joe Sweat will be attending future TDC meetings as the Sunrise Theatre representative. He attended his first meeting in April. He will be working towards improving communication with the TDC and becoming a more visible participant as it pertains to tourism and the Sunrise Theatre.





# DEVELOP OUR COMMUNITY

**GOAL** Neighborhood Identity and Branding - Phase 1: Consultant Selection and Neighborhood Identification



ACTIVITIES/MILESTONES	DATE
Issue RFP for consulting services	5/23
DECISION: Award Contract for Neighborhood Identity and Branding	9/23
Develop Plan by consultant	12/23
Select Neighborhoods for Phase 1	1/24
<b>CITY MANAGER</b>	

**MAY 2023 UPDATE**  
 The RFP for consulting services for Neighborhood Identity and Branding will be advertised in May 2023.



# DEVELOP OUR COMMUNITY

## GOAL Island Reclamation Plant Relocation: Design (90%) and Construction

### MAY 2023 UPDATE

FPUA staff is currently working with the design consultant to review value engineering parameters for 60% design plans. This is a critical part of the design process and is expected to be completed over the next 45 days.

Sitework and drainage @ 70%.

The 90% design plans are on schedule for the 3rd quarter of 2023.

ACTIVITIES/MILESTONES	DATE
Complete 90% Design	9/23
FPUA DIRECTOR OF UTILITIES	





# DEVELOP OUR COMMUNITY

## GOAL Wave Garden Development: Permitting and Construction

### MAY 2023 UPDATE

No information change/update for this project.

ACTIVITIES/MILESTONES	DATE
Issue Permit	10/23
Begin construction	1/24
<b>BUILDING DIRECTOR</b>	





# DEVELOP OUR COMMUNITY

## GOAL King's Landing Development: Plan Review

### MAY 2023 UPDATE

- **Kings Landing - Villas (North site)**  
Pending the completion of Departmental Permit Compliance Reviews (DPCR) for site work only.
- **Kings Landing - Hotel site (South site)**  
Pending the completion of Departmental Permit Compliance Reviews (DPCR) for site work only.

ACTIVITIES/MILESTONES	DATE
Complete Plan Development Review	11/23
Begin construction	2024
<b>BUILDING DIRECTOR</b>	





# DEVELOP OUR COMMUNITY

## GOAL Port Development: Re-Zoning Direction

### MAY 2023 UPDATE

Scheduled for Planning Board Special Meeting May 25, 2023.

ACTIVITIES/MILESTONES	DATE
Planning Board: Review	5/23
DECISION: Port Re-zoning Approval	6/23
PLANNING DIRECTOR	





# DEVELOP OUR COMMUNITY

## GOAL South Beach Plan Development (2): Preparation and Direction

### MAY 2023 UPDATE

In review.

ACTIVITIES/MILESTONES	DATE
Review Planned Developments (2)	5/23
Planning Board: Review	8/23
DECISION: South Beach PD (2) Approval	10/23
<b>PLANNING DIRECTOR</b>	





# DEVELOP OUR COMMUNITY

## GOAL Resilient City Strategy/Action Plan: Report, Direction and City Actions

- Staffing
- Equipment
- Resources for Crisis Response

### MAY 2023 UPDATE

Items will be brought to the July Conference Agenda meeting for consideration.

ACTIVITIES/MILESTONES	DATE
<del>CONFERENCE AGENDA: Resiliency Strategy/Action Plan Discussion and Direction</del>	<del>3/23</del>
CONFERENCE AGENDA: Resiliency Strategy/Action Plan Presentation & Discussion	7/23
CONFERENCE AGENDA: Seawall Presentation & Discussion	7/23
DECISION: Funding Mechanism Stormwater Fund	7/23
DECISION: Seawall Ordinance Adoption	7/23
Identify pump station flooding problems and options for land acquisition	8/23
CONFERENCE AGENDA: Pump Station Flooding Presentation and Discussion	9/23
<b>BUILDING DIRECTOR</b>	





# DEVELOP OUR COMMUNITY

## GOAL SUN Trail through Downtown: Update Report, Direction and City Actions

### MAY 2023 UPDATE

- Design plans currently on hold at 30%
- SUN Trail route being incorporated with different projects including Indian River Drive, Downtown Master Plan, and Brightline Train Station.
- Grant request being submitted to FDOT for right-of-way acquisition along 3rd Street from Delaware Avenue to Georgia Avenue. Initial submittal due in April.

ACTIVITIES/MILESTONES	DATE
Complete Preliminary Design on Indian River Drive	On hold
Prepare Update Report	9/23
CONFERENCE AGENDA: SUN Trail - Indian River Drive Report Discussion and Direction	10/23
<b>CITY ENGINEER</b>	





# DEVELOP OUR COMMUNITY

## GOAL Parking Pilot Study: Implementation, Evaluation and Future Direction

- Equipment
- Software
- Resident Free
- Visitor Fee

ACTIVITIES/MILESTONES	DATE
Install Paid Parking and Enforcement Software	8/23
Kick off Pilot Project	10/23

**COMMUNITY RESPONSE DIRECTOR**

### MAY 2023 UPDATE

- Draft RFP for pay stations and payment option complete and ready for review by Purchasing.
- Draft RFP for parking management services complete and ready for review by Purchasing.





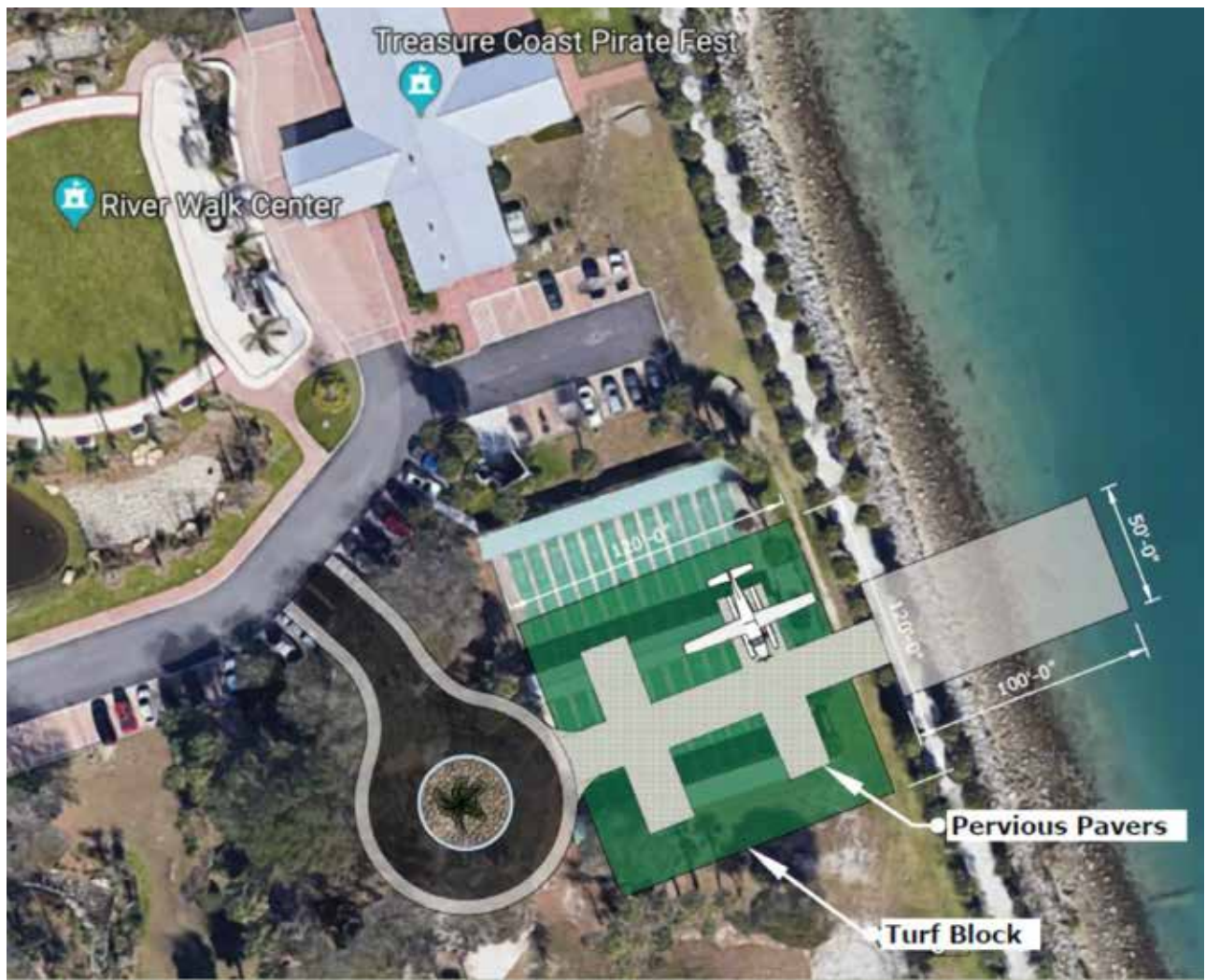
# DEVELOP OUR COMMUNITY

## GOAL Seaplanes Facility and Service: Design and Construction

### MAY 2023 UPDATE

- Survey completed.
- Soil boring performed.
- Preliminary engineering design underway.

ACTIVITIES/MILESTONES	DATE
Complete Design	10/23
Issue Permit	10/23
Begin construction	11/23
Open	6/24
<b>CITY ENGINEER</b>	





# DEVELOP OUR COMMUNITY

## GOAL Fisherman’s Wharf Development: Plan Adoption

- Agreement Amendment
- Developer Obligation
- City Obligation
- Title Issues Resolution
- Boat Ramp Issues

ACTIVITIES/MILESTONES	DATE
Prepare Land Use Site Plan/PD Phase 1	8/23
Planning Board: Review	9/23
DECISION: Land Use Site Plan/ Development Approval	12/23
<b>CITY MANAGER</b>	

### MAY 2023 UPDATE

The City of Fort Pierce is awaiting a determination by the Developer on the possibility of funding for the required payment to the State of Florida for the removal of the State imposed reversionary clause.





# DEVELOP OUR COMMUNITY

**GOAL** Development Review Task Force: Report with Recommendations, Direction and City Actions

## MAY 2023 UPDATE

Awaiting Development Review Task Force recommendations.

ACTIVITIES/MILESTONES	DATE
Prepare Update Report with Recommendations	8/23
CONFERENCE AGENDA: Development Review Task Force Discussion and Direction	9/23
<b>PLANNING DIRECTOR</b>	





# DEVELOP OUR COMMUNITY

## GOAL Public Transportation Implementation of Agreement: Update Report

- Routes

### MAY 2023 UPDATE

The City Manager’s Office has scheduled a presentation by St. Lucie County Community Transit representatives for the June Conference Agenda meeting.

ACTIVITIES/MILESTONES	DATE
Request Update Report from St. Lucie County Community Transit Department	6/23
<b>CITY MANAGER</b>	





# DEVELOP OUR COMMUNITY

**GOAL** Short-Term Vacation Rental: Problem Analysis, Best Practices, Report with Findings and Options, Direction and City Actions

## MAY 2023 UPDATE

- Code Enforcement efforts are continuing and ongoing.
- Working with City Clerk to prepare report.
- Presentation will be given in June.

ACTIVITIES/MILESTONES	DATE
Prepare Report - Status and Costs	6/23
CONFERENCE AGENDA: Short-Term Vacation Rental Report Discussion and Direction	6/23
<b>COMMUNITY RESPONSE DIRECTOR</b>	





# DEVELOP OUR COMMUNITY

## GOAL Landscape Code: Revisions

### MAY 2023 UPDATE

Internal Planning Department review ongoing.

ACTIVITIES/MILESTONES	DATE
Planning Board: Review	11/23
DECISION: Landscape Code Adoption	12/23
PLANNING DIRECTOR	





# DEVELOP OUR COMMUNITY

## GOAL Bike Lane over South Bridge: Report with Options, Direction, Funding and City Actions

- \$1 Million Project Cost
- St. Lucie County Participation

### MAY 2023 UPDATE

- Report and direction currently on hold.
- Staff and TPO working with FDOT to provide permanent pedestrian/bicycle counters to record data for future improvements.

ACTIVITIES/MILESTONES	DATE
CONFERENCE AGENDA: Bike Lane over Bridge Discussion and Direction	On Hold
Pursue TPO and FDOT Funding	On Hold
Receive notification of funding	On Hold
<b>CITY ENGINEER</b>	





# ENGAGE OUR COMMUNITY

## GOAL “One Fort Pierce” Community - Strengthening: Next Steps

- Individual Commissioner Meeting
- Community Engagement with the City

ACTIVITIES/MILESTONES	DATE
<del>State of the City: City</del> Commissioner Presentation	3/23
<b>MAYOR/CITY MANAGER</b>	

### MAY 2023 UPDATE

Complete. Video completed with participation from all City Commissioners. The video is available for viewing at this link:  
<https://youtu.be/ODufxmDhLt8>

## 2023 STATE OF THE CITY ADDRESS Fort Pierce City Commission



Mayor Linda Hudson



Comm. Curtis Johnson, Jr.



Comm. Michael Broderick



Comm. Arnold Gaines



Comm. Jeremiah Johnson



# ENGAGE OUR COMMUNITY

## GOAL Community Policing Expansion: Actions 2023

### MAY 2023 UPDATE

The presentation of the Fort Pierce Police Department’s Community Policing Expansion update is being planned for the June 12, 2023 Conference Agenda meeting.

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	6/23
CONFERENCE AGENDA: Community Policing Expansion Report	6/23
<b>POLICE CHIEF</b>	





# ENGAGE OUR COMMUNITY

## GOAL Community Events and Festivals: Permitting Fee, Quality Control, Evaluation and Direction

- Rental Fees
- Costs
- Residents vs. Non-Residents

### MAY 2023 UPDATE

In progress.

ACTIVITIES/MILESTONES	DATE
Prepare Report	6/23
CONFERENCE AGENDA: Community Events Report Discussion and Direction	6/23
Administrative Decision: Fees	7/23
<b>PUBLIC WORKS DIRECTOR</b>	





# ENGAGE OUR COMMUNITY

**GOAL** Celebrating Community Heroes: Concept Definition, Best Practices, Report with Options, Direction and City Actions

## MAY 2023 UPDATE

In progress. Will be going to legal for review the week of May 8, 2023.

ACTIVITIES/MILESTONES	DATE
Prepare draft design	5/23
DECISION: Celebrating Community Heroes Direction	6/23
<b>PUBLIC WORKS DIRECTOR</b>	





# BEAUTIFY OUR COMMUNITY

## GOAL Public Facilities Maintenance/Appearance Upgrade Enhancements: Direction, Funding and City Actions

### MAY 2023 UPDATE

In progress.

ACTIVITIES/MILESTONES	DATE
Identify opportunities	5/23
Prepare budget proposal	6/23
BUDGET WORKSHOP: Public Facilities Maintenance/Appearance Upgrade	7/23
DECISION: Budget FY 2024 Adoption Funding	9/23

**PUBLIC WORKS DIRECTOR**





# BEAUTIFY OUR COMMUNITY

## GOAL Annual Beach Renourishment - St. Lucie County and U.S. Army Corps of Engineers: City Role and Funding

- \$1 Million over 4 Years

### MAY 2023 UPDATE

The FPRA Board accepted and approved the FPRA CIP and the Beach Renourishment project is slated for funding. The Saint Lucie County contractor (Manson Construction) placed the last load of sand for the current project on April 25, 2023. In total, approximately 500,000 cubic yards of sand were placed on the beach immediately south of Fort Pierce Inlet. The project started on March 11, 2023, and it took approximately 46 days to complete (24/7 operation).

ACTIVITIES/MILESTONES	DATE
<del>DECISION: FPRA Contribution</del>	5/23
<del>Identify funding in the CIP</del>	6/23
BUDGET WORKSHOP: Beach Renourishment Funding	7/23
<b>CITY MANAGER</b>	





# BEAUTIFY OUR COMMUNITY

**GOAL** Entrances/Gateways/Community Beautification Plan: Development and Adoption

## MAY 2023 UPDATE

In progress.

ACTIVITIES/MILESTONES	DATE
<b>Wayfinding Signs</b>	
1. <del>Bid for Wayfinding Signs</del>	<del>3/23</del>
2. <del>DECISION: Award Contract for Wayfinding Signs Installation</del>	<del>4/23</del>
3. Complete installation	12/23
<b>Entrance Signs</b>	
1. Expand contract to include Entrance Signs	6/23
2. Complete installation	12/23
<b>PUBLIC WORKS DIRECTOR</b>	





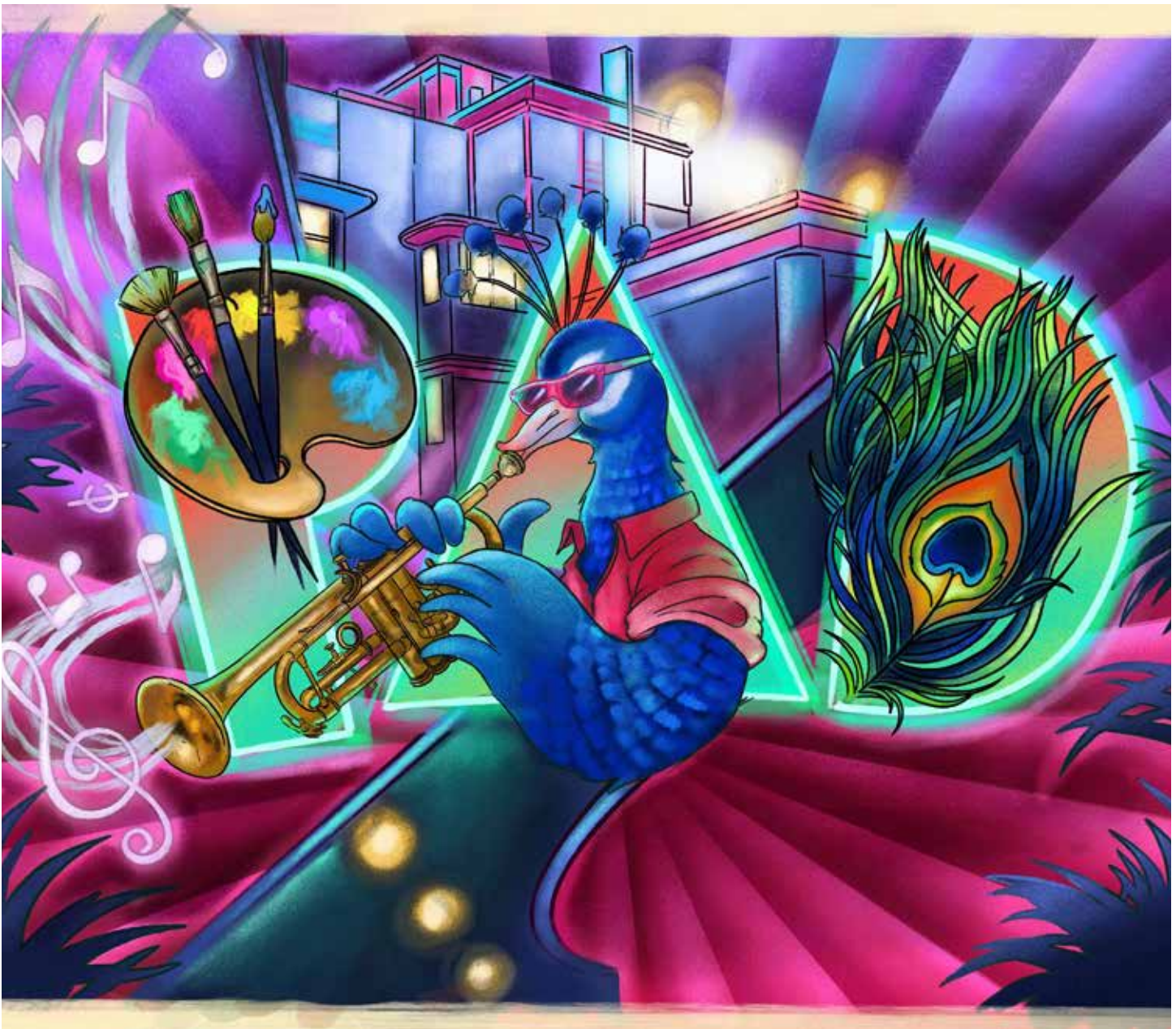
# BEAUTIFY OUR COMMUNITY

## GOAL Mural Projects 2023 (2): Direction

### MAY 2023 UPDATE

The PAD Mural Program is currently underway, and artists are now being selected.

ACTIVITIES/MILESTONES	DATE
Complete murals (2)	12/23
CITY MANAGER	





# ENJOY OUR COMMUNITY

**GOAL** Crime Reduction Action Plan: Update Report, New Initiatives, Direction and City Actions

## MAY 2023 UPDATE

The Fort Pierce Police Department’s presentation of the Crime Reduction Action Plan is being planned for the June 12, 2023 Conference Agenda meeting.

ACTIVITIES/MILESTONES	DATE
CONFERENCE AGENDA: Report Presentation	6/23
POLICE CHIEF	





# ENJOY OUR COMMUNITY

## GOAL Pinewood Recreation Facility Improvements: Completion

- Activities for families
- Celebrating the improvements with the community
- Homeless in park

### MAY 2023 UPDATE

In progress.

ACTIVITIES/MILESTONES	DATE
Refresh pavilion and restrooms	8/23
Install play sets	9/23
Complete pickle ball court	9/23

**PUBLIC WORKS DIRECTOR**





# ENJOY OUR COMMUNITY

## GOAL Little Jim Operations: Direction

### MAY 2023 UPDATE

The City Commission is scheduled to discuss this issue in May at their Conference Agenda meeting.

### ACTIVITIES/MILESTONES

### DATE

DECISION: Lease Direction

6/23

CITY MANAGER





# ENJOY OUR COMMUNITY

## GOAL Jaycee Boat Ramp Enhancements: Update Report and Direction

### MAY 2023 UPDATE

- Permits from FDEP and Army Corps. have been approved.
- Proposal has been received by Engineering.
- Recommendation for approval on June 5, 2023 Commission meeting agenda.

ACTIVITIES/MILESTONES	DATE
<del>Complete Preliminary Design</del>	3/23
DECISION: Jaycee Boat Ramp Construction Funding	6/23
Complete construction	10/23
<b>CITY ENGINEER</b>	





# ENJOY OUR COMMUNITY

## GOAL Community Mental Health Strategy and City Actions (with Community Partners): Development

- Information to Our Community about Mental Health Services
- Agencies Unawareness of Other Agencies
- Legislative Advocacy

ACTIVITIES/MILESTONES	DATE
Legislative Advocacy	Ongoing
1. Federal Government 2. State of Florida 3. St. Lucie County	
<b>CITY MANAGER</b>	

### MAY 2023 UPDATE

Legislative Advocacy for enhanced mental health resources is ongoing and shall continue.





# ENJOY OUR COMMUNITY

## GOAL Smart City Initiative Development: Direction and Actions

### MAY 2023 UPDATE

#### Lincoln Park SMART Neighborhood Initiative (7th Street to 15th to Orange Avenue to Avenue D):

We recently walked the project out with Fujitsu and requested a few punch out items and some additional testing. It is anticipated that we will have the network handed over to us the week of May 22, 2023. Staff is completing their final review on marketing materials that should go out to print next week. The Affordable Connectivity Program (ACP) billing workflow is almost complete and we have successfully processed the first ACP customer. Network go live date is still on schedule for June 12, 2023 and the installs will start the week of June 19, 2023.

#### Downtown SMART City Initiative:

All underground and fiber installation within Zone 1 between Avenue C and Orange Avenue was completed the second week of March. We are still working with a few building owners to get permission to gain access to their buildings. We have 90% of the network installed and tested and will start signing up customers for installs the week of May 22, 2023.

#### Kiosks:

Staff has worked with the City and vendor on revising the MOU and Kiosk Contract. The contract and MOU is in final review by all parties. Staff hopes to bring the revised MOU and vendor contract for kiosks to the FPUA Board on June 20, 2023.

ACTIVITIES/MILESTONES	DATE
Complete Downtown Fiber	5/23
Complete Lincoln Park Fiber	6/23
Complete Industrial Park (Airport) Fiber	12/23
Finalize agreement on Downtown Kiosk	6/23

**FPUA DIRECTOR OF UTILITIES**





# ENJOY OUR COMMUNITY

## GOAL Animal Shelter Implementation: Next Steps

### MAY 2023 UPDATE

- FPUA has completed the fiber run from the PW facility, underground, to the FPAAC and the base has been installed.
- Enterprise budget has been established.
- Staff is being transferred from temporary agency to city staff.
- Bids are being obtained for capital improvements.
- Interview of a potential “volunteer coordinator” (a volunteer position) conducted, with follow up next week, who will help spearhead our outreach efforts.
- The HOPE foundation has been created – it is a restricted fund for donations made to help animals that would otherwise be euthanized due to treatment cost.
- Donations in general are increasing:
  - Beer cart at June Friday Fest to support the shelter.
  - Working with 2 downtown businesses to do fundraisers.
- Established a cooperative project with FP Central to allow their photography class students to earn community service hours by taking photographs of the shelter animals for posting on social media.

ACTIVITIES/MILESTONES	DATE
<del>Complete on-boarding</del>	3/23
Complete IT infrastructure	5/23
Stabilize Veterinarian Services and Price	6/23
Expand Outreach Program	6/23
Create 501C3 non-profit organization/foundation for community donations	9/23

**COMMUNITY RESPONSE DIRECTOR**





# ENJOY OUR COMMUNITY

## GOAL Lincoln Theater: Request an Update Report

### MAY 2023 UPDATE

Complete. An update from the Martin Luther King Commemorative Committee was scheduled to take place at the 4/10/23 Conference Agenda meeting. Lincoln Theater representatives did not attend as expected. No further action is planned at this time

ACTIVITIES/MILESTONES	DATE
<del>Request Update Report</del>	5/23
CITY MANAGER	





# ENJOY OUR COMMUNITY

## GOAL Sunrise Theatre Future/Program Expansion: Update Report and Direction

### MAY 2023 UPDATE

Currently focused on planning the Sunrise Theatre 100 Year Anniversary Speakeasy Celebration, Summer Camp in partnership with Sunrise Theatre Foundation, Free Summer Movies in partnership with Humana.

### ACTIVITIES/MILESTONES

### DATE

CONFERENCE AGENDA: Sunrise Theatre Annual Report

12/23

### SUNRISE THEATRE DIRECTOR





[www.cityoffortpierce.com](http://www.cityoffortpierce.com) | 772.467.3000



**City Commission Conference Agenda**

4. i.

**Meeting Date:** 06/12/2023

**Re:** City Attorney Evaluation

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Annual evaluation of Tanya Earley, City Attorney

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**Attachments**

Contract

---

**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 04/26/2023

**Reviewed By**

Nick Mimms

**Date**

04/26/2023 07:22 AM

Started On: 04/25/2023 08:23 AM

**CITY OF FORT PIERCE, FLORIDA**

**TANYA M. EARLEY**

**CITY ATTORNEY**

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is made and entered into this 4<sup>th</sup> day of October, 2021 with an effective date of October 4, 2021, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to as "**CITY**" and **TANYA M. EARLEY**, hereafter referred to as "**EARLEY**".

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

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

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

**1. Employment.**

**CITY** employs **EARLEY** to perform the duties of City Attorney as specified in the City Charter. **EARLEY** will render full time legal services to

**CITY** in the capacity of City Attorney of the **CITY** for the initial term of three (3) years, commencing October 4, 2021 (the "Effective Date"), through October 3, 2024. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis. **EARLEY** agrees to report for work, and the duties and employment of **EARLEY** as City Attorney shall commence the Effective Date. In the event the Agreement is not renewed all compensation, benefits, and requirements of this Agreement shall remain in effect until the expiration of the term unless sooner terminated or **EARLEY** resigns.

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

**EARLEY** shall devote all of her time, attention, knowledge and skill, solely and exclusively to the legal interests of the City of Fort Pierce. **EARLEY** warrants and agrees to maintain her Florida license to practice law in good standing without limitation throughout the term of this Agreement. **EARLEY** will at all times faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City

Attorney, including, but not limited to, the performance of all duties set forth in the City Charter, Florida Statutes, City Ordinances, and Resolutions, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Should **EARLEY** no longer be in good standing with the Florida Bar or authorized to practice law in Florida, this contract will terminate immediately for cause. In the event **EARLEY** makes formal application for full-time employment elsewhere while serving as City Attorney, she shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

**2. Compensation.**

In consideration for these services as City Attorney, **CITY** agrees to pay **EARLEY** an annual base salary of ONE HUNDRED AND SIXTY FIVE THOUSAND DOLLARS (\$165,000.00) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **EARLEY's** performance by the City Commission. Base annual salary adjustments for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis. Cost of living increases shall be provided to **EARLEY** in the same manner as non-bargaining employees of the City.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **EARLEY's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all

employees of the **CITY**.

**3. Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **EARLEY's** performance as City Attorney. Annual performance evaluations shall occur during the calendar month of June of each year following the first year of employment. These performance reviews shall consider continuing City Commission objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **EARLEY**.

Should it be determined that **EARLEY** was successful in her overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **EARLEY's** compensation and benefits, and endeavor to maintain them at a level commensurate with her peers in the profession in similarly situated Florida cities and the rate of general inflation in the economy.

**4. Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **EARLEY** with the following benefits:

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

(b) A car allowance at \$350.00 per month, or such other rate agreed

upon by the City Commission.

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

(d) Life insurance, comprehensive health and major medical insurance (including dental and vision insurance), equal to that which is provided to other City employees and shall be effective on the effective date of this agreement.

(e) Retirement benefits as provided to all City Employees under the **CITY's** defined benefit retirement plan.

#### **5. Termination.**

At all times during the term of this Agreement, **EARLEY** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the

Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **EARLEY** as City Attorney, **EARLEY** shall have the right to declare that such amendments constitute termination; or

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

6. **Severance.**

Except as provided in this Agreement, severance will be paid to **EARLEY** when employment is terminated as defined in Paragraph 5 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **EARLEY** her then annual base salary for ninety (90) consecutive working days thereafter, and the **CITY** shall also maintain **EARLEY's** life insurance and major medical insurance coverage paid up and in effect during such period. **EARLEY** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **EARLEY** shall not be required to perform any duties for the **CITY** or come to the **CITY**.

The severance provisions set forth herein shall not apply and the **CITY** shall not be obligated to pay **EARLEY** any severance in the event **EARLEY** is terminated for cause. For purposes of this agreement "For Cause" shall be defined as any of the following actions by **EARLEY**:

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

7. **Outside Activities.**

The employment provided for by this Agreement shall be **EARLEY's** primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to **EARLEY** and the community, **EARLEY** may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with **EARLEY's** responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the **CITY**.

8. **Best Efforts of Employee.**

**EARLEY** agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **EARLEY** further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

9. **Disability.**

If **EARLEY** is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **EARLEY** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits, as defined in the City's Personnel Rules and Regulations.

10. **Employee-At-Will.**

**EARLEY** is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

11. **Liability Claims.**

The **CITY** shall defend and save harmless **EARLEY**, but only to the

limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **EARLEY's** duties as City Attorney of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **EARLEY's** employment or services or for claims for punitive damages. In the event the provision of legal representation by the **CITY** may reasonably present a legal conflict of interest, **EARLEY** may request independent legal representation at **CITY'S** expense, and the **CITY** may not unreasonably withhold approval of such request. Legal representation provided by the **CITY** for **EARLEY** shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to **EARLEY**, any settlement of any claim against **EARLEY** may not be made without prior approval of the **CITY**. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **EARLEY's** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **EARLEY** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

12. **Voluntary Resignation.**

In the event **EARLEY** voluntarily resigns her position with the **CITY**, **EARLEY** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to

accept resignation made by the majority of the entire City Commission as specified In Paragraph 6(c) above, **EARLEY** shall not be entitled to nor shall the **CITY** be liable to pay severance if **EARLEY** voluntarily resigns.

13. **General provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

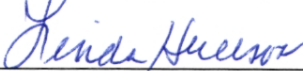
(f) The invalidity or partial invalidity of any portion of this Agreement will

not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

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

**CITY OF FORT PIERCE, FLORIDA**

**BY:**   
Linda Hudson, Mayor

**ATTEST:**

  
Linda W. Cox, City Clerk

**EMPLOYEE:**

  
Tanya M. Earley