C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, September 3, 2024 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Reverend Dr. Andrea Byer-Thomas with Community United Methodist Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the August 15, 2024 Special Meeting

   b. Approval of Minutes from the August 19, 2024 Regular Meeting

6. **PROCLAMATIONS**

   a. Hunger Action Month

   b. Suicide Prevention Awareness Month

7. **LETTERS TO COMMISSION**

   a. Email from Jim Goertler expressing his gratitude for the revitalization of his property, thanking Miriam Garcia for her assistance, and commending Marsha Commond and Sara Delgado for their exceptional efforts.

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **BUDGET HEARING**

a. Proposed 2024-25 General Fund Budget and Millage Rate for the City of Fort Pierce. The City of Fort Pierce is proposing a millage rate of 6.9 and that rate exceeds the roll-back rate of 6.4316 by 7.28%.

1. Consider any proposed amendments to the 2024-25 General Fund Budget

2. Adopt proposed Millage Rate of 6.9 and recompute if necessary.

3. Adoption of tentative 2024-25 General Fund Budget

12. **CONSENT AGENDA**

a. Approval of travel for Commissioner Curtis Johnson to attend the FLC Policy Committee Meeting in Orlando, Florida from October 03, 2024, to October 04, 2024, in the amount of $424.40.

b. Approval of travel for Commissioner Arnold Gaines to attend the FLC Policy Committee Meeting in Orlando, Florida from October 03, 2024, to October 04, 2024, in the amount of $424.40.

c. Approval to contract with the top four ranked consultant firms, Gannet Fleming, Inc., Johnson, Mirmiran, & Thompson, Inc., Captec Engineering, Inc. and Culpepper & Terpening, Inc. for the Construction Engineering and Inspection Services in response to RFQ 2024-026 for a five (5) year term.

d. Approval of the hiring Agreement to engage the services of Theodore "Ted" Small, Esquire, to conduct an independent investigation of City Manager Nicholas Mimms.

e. Approval of the 2024 Annual Resurfacing Program in the amount of $717,222.98 which was awarded to The Paving Lady in response to Bid No. 2023-044.

f. Authorization of expenditure of $900,098.70, which will be financed over five years at an annual payment of $218,814.91 for the attached Municipal Finance Equipment Lease-Purchase Application for 22 vehicles necessary for Police Department operations.

13. **PUBLIC HEARINGS**

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

a. Legislative Hearing - Ordinance 24-030 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125, Article 1, Section 125-3 - Definitions Generally, to provide for additional definitions, clarify existing definitions, to remove conflicts with State Statute and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan. SECOND READING.

b. Legislative Hearing - Ordinance 24-031 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article IV - Basic Zoning Districts, Section 125-187 - Allowed Uses, to amend the use table and to require Innovative Community Development as a conditional use in certain zoning districts - SECOND READING.

c. Legislative Hearing - Ordinance 24-032 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article V - Conditional Uses, Section 125-243 - Innovative Residential Developments, to revise the title to 'Innovative Community Developments', and to provide updates to the purpose, general standards for approval, potential uses, minimum lot size, residential densities, development standards, common open space and compatibility. - SECOND READING.

d. Legislative Hearing - Ordinance 24-034 establishing the Koa Bay Community Development District which is generally located north of W. Midway Road, south of Okeechobee Road, and west of Interstate 95, and contains approximately 200.23+/- acres, as shown on the map below. SECOND READING

e. Legislative Hearing - Ordinance 24-035 providing for the levying and collecting of taxes for the City of Fort Pierce for Fiscal year beginning October 1, 2024 and Ending September 30, 2025 and adopting the final millage rate of 6.9. FIRST READING

f. Legislative Hearing - Ordinance 24-036 adopting the final budget for the City of Fort Pierce for fiscal year beginning October 1, 2024 and ending September 30, 2025. FIRST READING

g. Public Hearing and Resolution 24-R34 regarding TEFRA Hearing at the request of Synergy School of Tomorrow, Inc. to issue tax exempt private activity bonds to be used to finance renovations to and buildout of the facilities located at 5900 Tedder Road, 6130 Tedder Road, 2395 South Jenkins Road, 5200 Oleander Avenue, and 3209 Virginia Avenue in Fort Pierce, Florida, and related activities.

14. **CITY COMMISSION**

a. Resolution 24-R48 Adopting the Fort Pierce Redevelopment Agency FY2024-25 Budget.

b. Submittal of applications to serve on the Communitywide Council.

c. Submittal of applications for an at-large position on the FPUA Board.

15. **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.

16. **COMMENTS FROM THE CITY MANAGER**

a. Reports

17. **COMMENTS FROM THE COMMISSION**

18. **ADJOURNMENT**

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

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made

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

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

City Commission Regular Meeting - 5:05 pm **5. a.**

Meeting Date: 09/03/2024

Re: Approval of Minutes from the August 15, 2024 Special Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from the August 15, 2024 Special Meeting

Attachments

08.15.2024 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 08/26/2024 12:59 PM

Final Approval Date: 08/26/2024

MINUTES OF A SPECIAL MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 3 P.M. ON THURSDAY, AUGUST 15, 2024.

1. CALL TO ORDER

Mayor Hudson called the August 15, 2024, Special Meeting of the City Commission to order at 3 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; Mayor Linda Hudson

Staff Present: Acting City Manager Jack Andrews
City Clerk Linda Cox
City Attorney Sara Hedges

4. CITY COMMISSION

a. Discussion and direction regarding the City Manager, Nick Mimms.

The Commission discussed the direction the City would like to take with City Manager Nick Mimms including administrative leave with pay and an internal investigation performed by an outside entity with no history with the City of Fort Pierce.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve administrative leave for City Manager, Nick Mimms with pay and internal investigation performed by an outside entity with no history with the City of Fort Pierce.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

Mayor Hudson recommended City Clerk Linda Cox as Acting City Manager.

The Commission discussed Ms. Cox's current responsibility as City Clerk and the current Deputy City Managers.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to accept City Clerk Linda Cox as Acting City Manager.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

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.

Reginald Sessions

Lisa Prince

Keandrea Davis

Rick Reed

6. ADJOURNMENT

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Deputy City Manager, John Andrews - No comments

City Clerk, Linda Cox - Thanked the Commission for the opportunity.

City Attorney, Sara Hedges - No comments

Commissioner Gaines inquired on the internal investigation and addressed community fears.

Ms. Hedges commented on the investigatory process.

Commissioner Curtis Johnson commented on the advisory process based on HR standards.

Mayor Hudson adjourned the meeting at 4:15 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 pm **5. b.**

Meeting Date: 09/03/2024

Re: Approval of Minutes from the August 19, 2024 Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from the August 19, 2024 Regular Meeting

Attachments

08.19.2024 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 08/26/2024 01:01 PM

Final Approval Date: 08/26/2024

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, AUGUST 19, 2024.

1. CALL TO ORDER

Mayor Hudson called the August 19, 2024, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Hazel Hoylman with In the Image of Christ

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; Mayor Linda Hudson

Staff Present: City Clerk /Acting City Manager Linda Cox
Records Management Coordinator Tina Rel
City Attorney Sara Hedges

5. APPROVAL OF MINUTES

a. Approval of the minutes from the August 5, 2024 meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the August 05, 2024 Regular Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

6. **PROCLAMATIONS**

a. Recognizing the years of Special Magistrate service of Fran Ross, Esq.

7. **LETTERS TO COMMISSION**

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

Mayor Hudson requested that item 13c precede item 11, the Consent Agenda.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the agenda as amended moving item 13c before item 11, the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

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

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Reginald Sessions

Rick Reed

Chris Gardner

Kris Einstein

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval of Contract for Analysis of Law Enforcement Services with Center for Public Safety Management, LLC for the amount of $78,500 fee plus the costs of travel and in-person attendance.

b. Approval Indian River Mural Artist Service Agreement with Sean Coffey in the amount of $23,705.00 for a mural to be located on the west side of the wall along Northbound Indian River Drive, between Citrus Avenue and Atlantic Avenue.

c. Approval of award of Bid No. 2024-037 for CDBG Residential Rehabilitation for 318 N. 18th Street Fort Pierce, FL to Gentile Corp in an amount not to exceed $71,800.00.

d. Approval of award of Bid No. 2024-038 for CDBG Residential Rehabilitation for 720 Maple Street Fort Pierce, FL to Blue CS Construction LLC in an amount not to exceed $65,700.00.

e. Approval of award of Bid No. 2024-039 for CDBG Residential Rehabilitation for 2708 Avenue H, Fort Pierce, FL to Gentile Corp in an amount not to exceed $57,575.00.

f. Approval of award of Bid No. 2024-041 for CDBG Residential Rehabilitation for 1127 Colonial Road, Fort Pierce, FL to Andros Roofing & Construction LLC in an amount not to exceed $58,659.25.

g. Approval of award of Bid No. 2024-042 for CDBG Residential Rehabilitation for 902 Hickory Street, Fort Pierce, FL to Andros Roofing & Construction LLC in an amount not to exceed $60,021.00.

h. Approval of letter of support on behalf of FPUA for a Federal Highway Administration grant for the installation of EV Chargers in various areas within the City.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

12. PUBLIC HEARINGS

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a. Legislative Hearing - Ordinance 24-023 - City Initiated Annexation of one (1) parcel owned by KG Concrete & Development LLC located at or near 4105 Mariah Cir. Parcel ID#:2407-114-0002-000-9 - SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-023
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4105 MARIAH CIR IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-023.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

b. Legislative Hearing - Ordinance 24-024 - City Initiated Annexation of one (1) parcel owned by Lawn Chair Properties LLC located at or near 4106 Mariah Cir. Parcel ID#:2407-111-0001-000-3 - SECOND READING

ORDINANCE NO. 24-024

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4106 MARIAH CIR IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-024.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

c. Legislative Hearing - Ordinance 24-025 - City Initiated Annexation of one (1) parcel owned by Unity Three Office Bldg LLC located at or near 4075 Virginia Ave. Parcel ID#:2420-602-0013-000-8 - SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-025
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4075 VIRGINIA AVE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-025
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4075 VIRGINIA AVE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-025.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

d. Legislative Hearing - Ordinance 24-026 - City Initiated Annexation of one (1) parcel owned by Unity Three Office Bldg LLC located at or near 2304 S 41st Street. Parcel ID#:2420-602-0016-000-9 - SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-026
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 2304 SOUTH 41ST STREET IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-026.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

e. Legislative Hearing - Ordinance 24-027 - City Initiated Annexation of one (1) parcel owned by Jose & Rosemary Torres located at or near 4351 S 25th Street. Parcel ID#:2432-414-0005-000-9 - SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-027
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4351 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF AGRICULTURAL-1 (AR-1) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF RESIDENTIAL SUBURBAN (RS); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-027.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

f. Legislative Hearing - Ordinance 24-028 - City Initiated Annexation of one (1) parcel owned by Italian Castle Of The Treasure Coast LLC located at or near 4560 S 25th Street. Parcel ID#:2433-333-0001-000-6 - SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-028
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4560 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATIONS OF AGRICULTURAL-1 (AR-1) AND RELIGIOUS FACILITIES (RF) AND INSTITUTIONAL (I) AND THE ST. LUCIE COUNTY FUTURE LAND USE CATEGORIES OF PUBLIC FACILITIES (P/F) AND RESIDENTIAL SUBURBAN (RS); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Ordinance No. 24-028.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

g. Legislative Hearing - Ordinance 24-029 - City Initiated Annexation of one (1) parcel owned by Accurate Septic Holdings LLC located at or near 4120 Selvitz. Parcel ID#:2432-233-0001-000-6 - SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-029
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4120 SELVITZ RD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL HEAVY (IH) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-029.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

h. Legislative Hearing - Ordinance 24-033 - Voluntary annexation to include one (1) parcel at or near 3804 Sunrise Boulevard, Parcel ID: 2433-123-0001-000-1. SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-033
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR 3804 SUNRISE BOULEVARD, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION OF SINGLE-FAMILY LOW DENSITY (R-1); ESTABLISHING THE LAND USE DESIGNATION OF RESIDENTIAL LOW DENSITY (RL); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

Mayor Hudson opened the public hearing.

Lona Parry – Consider road impact, services, and safety.

Gene Woodard – Inquired as to the annexed funds.

Mayor Hudson closed the public hearing.

Mayor Hudson commented that the annexed funds go into the general fund.

The Commission discussed meeting with St. Lucie County, infrastructure, and the TPO.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 24-033.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

i. Legislative Hearing - Ordinance 24-030 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125, Article 1, Section 125-3 - Definitions Generally, to provide for additional definitions, clarify existing definitions, to remove conflicts with State Statute and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan. FIRST READING.

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-030
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 125, ARTICLE 1, SECTION 125–3 DEFINITIONS GENERALLY TO PROVIDE FOR ADDITIONAL DEFINITIONS AND CLARIFY OTHER DEFINITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Staff Presentation:
Kevin Freeman, Planning Director, presented the amending of chapter 125, Article 1, Section 125-3 of the Code of Ordinance.

RECOMMENDATION:
Staff recommends APPROVAL of the proposed Zoning Text Amendment to Sec. 125-3 - General Definitions.

Questions of Staff:
The Commission inquired on the change of definitions, guest houses, and indoor entertainment, including pickleball.

Mr. Freeman explained the need to better define accessory structures, and indoor structures.

Ms. Hedges clarified the definition of guest houses.

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No 24-030.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

j. Legislative Hearing - Ordinance 24-031 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article IV - Basic Zoning Districts, Section 125-187 - Allowed Uses, to amend the use table and to require Innovative Community Development as a conditional use in certain zoning districts - FIRST READING.

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-031
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–187 – ALLOWED USES TO AMEND THE USE TABLE AND TO CREATE INNOVATIVE COMMUNITY DEVELOPMENT WITHIN CERTAIN ZONING DISTRICTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Staff Presentation:
Kevin Freeman, Planning Director, presented the amending of Chapter 125 - Zoning, Article IV - Basic Zoning Districts, Section 125-187

RECOMMENDATION:
Staff recommend APPROVAL of the text amendment to Sec. 125-187 of the City code of Ordinances.

The Commission inquired on the logic behind R4 and R4a Use and innovative applications.

Mayor Hudson opened the public hearing.

Keandrea Davis – In support of affordable housing.

Gene Woodard – Specifics on Conditional Use

Mayor Hudson closed the public hearing.

Mayor Hudson inquired as to the results of not following the conditions of use.

Mr. Freeman explained the process for violators of conditional use.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-031.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

k. Legislative Hearing - Ordinance 24-032 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article V - Conditional Uses, Section 125-243 - Innovative Residential Developments, to revise the title to 'Innovative Community Developments', and to provide updates to the purpose, general standards for approval, potential uses, minimum lot size, residential densities, development standards, common open space and compatibility. - FIRST READING.

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-032
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE V – CONDITIONAL USES, SECTION 125-243 – INNOVATIVE RESIDENTIAL DEVELOPMENTS TO REVISE THE TITLE TO INNOVATIVE COMMUNITY DEVELOPMENT; TO PROVIDE FOR UPDATES TO THE PURPOSE, GENERAL STANDARDS FOR APPROVAL, POTENTIAL USES, MINIMUM LOT SIZE, RESIDENTIAL DENSITIES, DEVELOPMENT STANDARDS, COMMON OPEN SPACE, AND COMPATIBILITY; AND TO INCORPORATE TITLE CHANGE THROUGHOUT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Staff Presentation:
Kevin Freeman, Planning Director, presented the amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article V - Conditional Uses, Section 125-243 - Innovative Residential Developments,

SUMMARY:
This item proposes the amendment of the existing city code to introduce the concept of Innovative Community Development to create an opportunity for the development of small homes and enable the location of accessory dwelling units on such lots. As such, the proposed code places emphasis on encouraging the supply of housing designed to respect the character, rhythm and architecture of the community through an innovative community development process.
The proposed code change sets out to achieve the following in compliance with the City's Comprehensive Plan:
1. Allow 'Innovative Community Development'.
2. Promote innovation and creativity in site design.
3. Promote the use of small residential and commercial zoned lots.
4. Promote mixed-use.
5. Allow 'meantime' uses.

Applications submitted
under the 'Innovative Residential Development' code will follow the 'Conditional Use Process'.

Proposals will be considered by the Planning Board then forwarded to the City Commission with a recommendation of approval or denial.

RECOMMENDATION:
Staff recommends APPROVAL of the proposed Zoning Text Amendment to Sec. 125-243 - Innovative Community Developments

Mayor Hudson opened the public hearing.

Mayor Hudson inquired who will use this.
Mr. Freeman explained the criteria and its use.

The Commission commented on the purpose, infill lots, and what falls into the criteria of innovative housing.

Reginald Sessions – Expressed concerns with funding for these types of housing, infrastructure, and red lining.

Erin O’Brien – Supports modification of the ordinance and the guidelines.

Christa Stone – Thanked the Board for consideration of the modifications.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-032.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

l. Legislative Hearing - Ordinance 24-034 establishing the Koa Bay Community Development District which is generally located north of W. Midway Road, south of Okeechobee Road, and west of Interstate 95, and contains approximately 200.23+/- acres, as shown on the map below. FIRST READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-034
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE KOA BAY COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS, AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Staff Presentation:
Acting City Manager. Linda Cox presented the establishment of the Koa Bay Community Development District.

Questions of Staff:
The Commission commented on the understanding of the special development designation and taxation.

Mayor Hudson opened the public hearing.

Wesley Haber, Kuta Rock Attorney at Law, explained a community development district, documentation, requirements, and assessment levied.

Gene Woodard – Inquired on lots, bonds, infrastructure and services.

Mr. Haber clarified the Board requirements initially, bond and services.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Ordinance No. 24-034.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

13. CITY COMMISSION

a. Resolution 24-R45 appointing a member to the Planning Board.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by the title only, into the record.

RESOLUTION NO. 24-R45
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Broderick – Anton Kreisl

Commissioner Jeremiah Johnson - Anton Kreisl

Commissioner Gaines – KeAndrea Davis

Commissioner Curtis Johnson - Anton Kreisl

Mayor Hudson - Anton Kreisl

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve Resolution No. 24-R45 reappointing Anton Kreisl to the Planning Board.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

b. Resolution 24-R46 Recognizing the portion of North 14th Street lying between Avenue Q and Orange Avenue as "Lillian P. Owens Street (North 14th Street)".

Records Management Coordinator, Tina Rel, introduced the Resolution, read by the title only, into the record.

RESOLUTION NO. 24-R46
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; RECOGNIZING THE PORTION OF NORTH 14TH STREET LYING BETWEEN AVENUE Q AND ORANGE AVENUE AS “LILLIAN P. OWENS STREET (NORTH 14TH STREET)”; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Marsha Commond, Special Projects Coordinator, was available for questions.

Commissioner Curtis Johnson inquired on the installation time frame.

Ms. Commond commented that she did not have specifics on the installation time frame.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 24-R46.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

c. Resolution 24-R47 Designating an Acting City Manager

Records Management Coordinator, Tina Rel, introduced the Resolution, read by the title only, into the record.

RESOLUTION NO. 24-R47
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PLACING NICHOLAS MIMMS ON ADMINISTRATIVE LEAVE WITH PAY; DESIGNATING AN ACTING CITY MANAGER; DIRECTING STAFF TO PROVIDE FOR AN INVESTIGATION; DIRECTING REVIEW OF ACTIONS HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Sara Hedges provided the updated Resolution including an increase of ten percent, termination at any time of the acting role, procurement of an outside entity for

evaluation and actions related to Ms. Cox.

Commissioner Gaines inquired on the documentation provided by outside counsel and the duties of the City Manager and City Clerk by City Charter.

Ms. Hedges commented on the roles of acting versus direct appointment.
Commissioner Broderick commented on the intended investigations and clarified that the FDLE investigation and City Investigations are different and separate.

Commissioner Curtis Johnson commented that once the HR policy investigation is complete it is important for the Commission to proceed properly, and inquired on the salary of the Deputy City Managers.

Ms. Hedges commented that the Deputy City Managers received an increase in pay upon appointment.

Commissioner Jeremiah Johnson commented on employees' morale during these times and the criminal versus HR policy investigations.

Mayor Hudson commented on her reason for recommending Ms. Cox for the the Acting City Manager position.

Commissioner Curtis Johnson inquired on the status of Mr. Andrews as Deputy City Manager.

Ms. Hedges and Mr. Andrews clarified that he was acting in Mr. Mimms absence and was not at the time of his arrest.

Commissioner Broderick commented on the process moving forward with Mr. Mimms replacement and asked that there not be a rush to judgment.

Commissioner Jeremiah Johnson referenced the Charter for the Commission's responsibility to appoint and inquired on types of leaves and drop.

Ms. Hedges commented on the types of leave and the updated information that could change last weeks decisions.
Jared Sorenson, Human Resources Manager, commented on the history of leave in this situation and referenced administrative leave paid versus unpaid leave and how his dropped status is determined by his contact.

The Commission discussed concerns with the memorandum provided by outside counsel pertaining to possible dual responsibilities, the city charter, law, the appointment of both Deputy City Managers, and the continuity of operations.

Ms. Hedges commented on the appointment of the Deputy City Managers, Commission authority, and the investigation.

Ms. Hedges restated the Resolution and clarified Ms. Cox responsibilities as requested by Commissioner Curtis Johnson.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve Resolution No. 24-R47.

AYE: Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Mayor Linda Hudson

NAY: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr.

Passed

14. COMMENTS FROM THE PUBLIC

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

Kris Einstein

Lisa Prince

Christa Stone

Rick Reed

Mary Stephens

Fabian Zamora

Reginald Sessions

Jacques Chester

Chris Gardener

15. COMMENTS FROM THE CITY MANAGER

Acting City Manager, Linda Cox thanked the Commission for their confidence and commented that the City will continue to move forward.

Records Management Specialist, Tina Rel - No comments

City Attorney, Sara Hedges - No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Broderick - No comments

Commissioner Curtis Johnson - Commented on the staff meetings, County updates, the desire for a summit with Port St. Lucie, and the commitment to address current issues with the Union.

Commissioner Jeremiah Johnson - No comments

Commissioner Gaines commented on the conversations during the Florida League of Cities, the police department, and the City budget.

Mayor Hudson thanked the police officers who stayed and commented on the budget.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 8:47 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 pm **6. a.**

Meeting Date: 09/03/2024

Re: Hunger Action Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Hunger Action Month

Attachments

Hunger Action

Form Review

Form Started By: Latoya Ransom Started On: 07/24/2024 09:21 AM

Final Approval Date: 07/24/2024

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, hunger and poverty remain issues of grave concern in the United States, the State of Florida, and on the Treasure Coast, with 250,000 children, adults, seniors, and veterans experiencing food insecurity on a weekly basis; and

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

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

WHEREAS, food banks and hunger relief organizations across the country, including the Treasure Coast Food Bank, coordinated Hunger Action Day® on September 10, 2024 and will continue to host numerous events throughout the month of September to shed light on this important issue and encourage involvement in efforts to end hunger in their local community.

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

Hunger Action Month

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 3rd day of September 2024.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 pm **6. b.**

Meeting Date: 09/03/2024

Re: Suicide Prevention Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Suicide Prevention Awareness Month

Attachments

Suicide Prevention

Form Review

Form Started By: Latoya Ransom Started On: 08/30/2024 08:40 AM

Final Approval Date: 08/30/2024

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

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

WHEREAS, suicide rates on the Treasure Coast and in Okeechobee have increased in recent years according to our Medical Examiner's Office with 146 suicide deaths in 2022; and

WHEREAS, according to Florida Health Charts, in 2021 the age-adjusted rate per 100,000 population of suicide deaths in St. Lucie County was 16.4 compared to Florida at 13.8; and,

WHEREAS, the ensuing health, economic, and housing crisis has more recently taken its toll on mental health with increases in suicidal ideation and deaths, substance abuse, household violence, food insecurity, and more; and

WHEREAS, there is a call for a public health response to increase suicide intervention and prevention efforts with increased community-level efforts and strategies; and

WHEREAS, suicide is preventable; and by offering public education, data, support, and services, we as a community have taken a step toward preventing another suicide by our residents - those resilient people with the capacity to recover, rebound, and heal.

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

Suicide Prevention Awareness Month

in the City of Fort Pierce and urge our residents to be aware of local resources such as Suncoast Mental Health Center for mental health services and support for those in need.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 18th day of September 2023.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 pm **7. a.**

Meeting Date: 09/03/2024

Re: Email from Jim Goertler

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Jim Goertler expressing his gratitude for the revitalization of his property, thanking Miriam Garcia for her assistance, and commending Marsha Commond and Sara Delgado for their exceptional efforts.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	08/26/2024 04:16 PM

Form Started By: Jennifer Robinson Started On: 08/21/2024 01:39 PM

Final Approval Date: 08/26/2024

From: James Goertler <goertlerj@bellsouth.net>
Sent: Wednesday, August 14, 2024 8:28 AM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Peacock Arts District Mural Program

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Dear Miriam, I just wanted to say thank you for helping me breathe new life into my property at 117/119 N.5th St. in Fort Pierce. An amazing effort from Marsha Command got it off the ground and Sara Ann Delgado came in and just did a fabulous job seeing it through. Both worked very hard to make this project happen and deserve tremendous credit. Artist Ivan Garcia brought it all together with an explosion of colors that really stand out. Please share my thanks with Marsha and Sara Ann. Again, Thank you so much all your help, Jim Goertler

City Commission Regular Meeting - 5:05 pm **11. a. 1.**

Meeting Date: 09/03/2024

Re:

SUBJECT:

Consider any proposed amendments to the 2024-25 General Fund Budget

Form Review

Form Started By: Linda Cox Started On: 07/25/2024 02:35 PM

Final Approval Date: 07/25/2024

City Commission Regular Meeting - 5:05 pm **11. a. 2.**

Meeting Date: 09/03/2024

Re:

SUBJECT:

Adopt proposed Millage Rate of 6.9 and recompute if necessary.

Form Review

Form Started By: Linda Cox Started On: 07/25/2024 02:36 PM

Final Approval Date: 07/25/2024

City Commission Regular Meeting - 5:05 pm **11. a. 3.**

Meeting Date: 09/03/2024

Re:

SUBJECT:

Adoption of tentative 2024-25 General Fund Budget

Form Review

Form Started By: Linda Cox Started On: 07/25/2024 02:36 PM

Final Approval Date: 07/25/2024

City Commission Regular Meeting - 5:05 pm **11. a.**

Meeting Date: 09/03/2024

Re:

SUBJECT:

Proposed 2024-25 General Fund Budget and Millage Rate for the City of Fort Pierce. The City of Fort Pierce is proposing a millage rate of 6.9 and that rate exceeds the roll-back rate of 6.4316 by 7.28%.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Proposed Budget

Form Review

Form Started By: Linda Cox Started On: 07/25/2024 02:34 PM

Final Approval Date: 07/25/2024


THE SUNRISE CITY
FORT PIERCE
Florida
FORT PIERCE CITY MARINA
WELCOME ANGLERS
FY 2024/25
PROPOSED OPERATING BUDGET
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Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Taxes					
311 010	Current Ad Valorem	$ 19,465,729	$ 22,312,937	$ 27,202,717	$ 30,772,543
311 015	Ad Valorem Adjustment Amount	0	0	(1,360,136)	(1,538,627)
311 020	Delinquent Ad Valorem	24,513	52,630	40,000	40,000
312 410	Local Option Gas Tax	1,378,053	1,346,683	1,380,000	1,400,500
312 420	New Local Option Gas Tax	964,681	1,141,681	975,000	1,100,000
314 100	Public Service Electricity	2,565,567	2,906,753	2,650,000	2,850,000
314 101	Electricity FPL	464,395	559,577	475,000	525,000
315 200	Telecommunications Tax	1,279,478	1,495,303	1,285,000	1,350,000
314 300	Public Service Water	383,573	396,375	375,000	395,000
319 900	Misc. Taxes	923	879	900	900
	Total Taxes	$ 26,526,912	$ 30,212,819	$ 33,023,481	$ 36,895,316
Licenses and Permits					
316 000	Business Tax Receipts	$ 294,465	$ 327,304	$ 325,000	$ 0
316 001	Certificates of Use	0	0	0	325,000
322 910	Planning & Zoning Fees	397,272	129,945	250,000	225,000
322 920	Amendments	52,849	47,339	45,000	45,000
322 930	Sign Fees	5,455	5,060	6,500	5,500
322 940	Miscellaneous	132,130	127,468	130,000	125,000
329 501	Animal Licenses	12,282	9,195	12,000	9,500
329 502	Lot Clearing Permits	5,231	19,679	2,500	7,500
329 503	Demolition Permits	3,072	41,822	0	5,000
329 505	Vendor Permit/Application Fees	350	250	400	350
329 508	Vendor Permit Fees	300	250	400	350
329 599	Other Licenses/Permits	13,731	20,146	15,000	15,000
	Total Licenses and Permits	$ 917,137	$ 728,456	$ 786,800	$ 763,200
Intergovernmental Revenues					
331 50	Disaster Relief/Federal	$ 71,819	$ 159,894	$ 0	$ 0
334 20	Public Safetey, Transportation, other Ste	681,246	22,699	0	0
334 50	Disaster Relief/State	11,970	480	0	0
334 51	American Rescue Plan	0	0	1,000,000	0
335 12	State Revenue Sharing	2,102,740	2,347,309	2,000,000	2,300,000
335 13	Half Cent Sales Tax	2,722,204	2,952,013	2,600,000	2,900,000

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Intergovernmental Revenues contd.					
335 14	Mobile Home License	63,333	66,644	55,000	60,000
335 15	Beverage License	53,767	51,588	55,000	55,000
335 16	Infrastructure Sales Tax	2,644,418	3,090,283	2,650,000	3,000,000
335 17	Casualty Premium Tax	453,086	544,239	455,000	545,000
335 41	Fuel Tax Refund	50,498	54,856	50,000	50,000
338 20	County Shared Occup. License	56,039	66,717	55,000	60,000
339 10	Payments in Lieu of Tax-Hsg Auth	33,706	37,308	34,000	34,500
	Total Intergovernmental Rev.	$ 8,944,827	$ 9,394,032	$ 8,954,000	$ 9,004,500
Charges for Services					
341 30	Sale Maps and Publications	$ 50	$ 0	$ 50	$ 50
341 40	Certified Copying & Rec Search	69,600	64,683	55,000	60,000
341 41	Reproduction-City Hall	9,056	7,390	9,500	9,500
341 42	Application Fee	23,291	22,376	20,000	20,000
341 90	Investigative Surcharge	25,129	26,315	30,000	25,000
341 91	Jury Duty and Fees	640	0	100	100
341 92	Qualifying Fees	1,065	550	0	500
343 91	Lot Clearing-Admin. Charge	22,418	37,090	15,000	25,000
343 92	Rotation Towing-Admin. Charge	31,750	31,675	30,000	30,000
344 50	Parking Fines	102,583	71,347	75,000	75,000
344 51	Traffic Fines	31,193	48,217	32,000	35,000
345 90	Vacation Rental	148,557	160,015	75,000	100,000
347 40	Community Center/Bus. Social	106,848	122,039	100,000	115,000
347 42	Comm. Center Special Events	28,949	29,745	30,000	30,000
347 44	Comm. Center Rental Fees	28,170	35,098	30,000	35,000
347 48	Comm. Center Events	15,065	16,988	15,000	16,500
347 49	Comm. Center Insurance & Other	11,600	14,025	7,500	12,000
347 92	Youth Activity Funds	90,922	62,230	70,000	70,000
	Total Charges for Services	$ 746,885	$ 749,783	$ 594,150	$ 658,650
Fines and Forfeitures					
351 10	Court Fines	$ 2,442	$ 5,411	$ 2,500	$ 2,500
351 30	Police Education	5,485	6,510	6,000	5,500
354 10	Alarm Permit Violations	151,675	170,950	140,000	150,000

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Fines and Forfeitures contd.					
354 20	License Penalties	5,847	9,909	9,000	9,000
354 30	Animal Control	8,716	2,772	7,500	7,500
354 50	Property Code Violations	68,318	156,094	100,000	100,000
	Total Fines & Forfeitures	$ 242,484	$ 351,644	$ 265,000	$ 274,500
Miscellaneous Revenues					
361 10	Interest on Investments	$ 1,252	$ 9,684	$ 15,000	$ 15,000
361 33	Other Interest Earnings	1,386	6,571	3,500	3,500
362 13	Rent - Little Jim	27,882	29,810	28,000	29,000
362 14	Rent - Old City Hall/Sunrise Center	42,716	45,000	45,000	45,000
362 15	Misc. Rental	3,310	2,782	3,000	3,000
325 210	Liens	75,439	321,592	75,000	75,000
325 220	Demolition Liens	15,546	6,993	0	5,000
325 230	Lot Clearing	57,352	58,968	40,000	50,000
325 240	Interest on Assessments	55	482	75	100
325 250	Emergency Repair Liens	3,347	(19,343)	6,000	6,000
364 41	Sale of Surplus Equipment	37,142	23,345	30,000	30,000
365 10	Sale of Scrap	0	0	0	0
366 90	Other Contributions/Donations	8,846	22,184	500	500
367 00	Gain/Loss on Sale of Investments	(5039)	487	0	0
369 31	Reimbursement of Expenditures	469,296	252,609	275,000	275,000
369 32	Purchasing Card Rebate	39,885	48,443	50,000	50,000
369 34	Wellness Program	20,000	2,738	1,700	19,200
	Reimbursement Contractual Services				
369 43	Community Dev. Block Grant	0	0	0	0
369 45	Stormwater	383,043	334,477	700,000	700,000
369 46	Golf Course	33,000	33,000	33,000	33,000
369 47	Sunrise Theatre	33,000	33,000	33,000	0
369 49	Accidents	0	0	0	0
369 50	Other Misc Revenues	19,967	94,000	3,000	25,000

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Miscellaneous Revenues contd.					
	Administrative Reimbursement				
369 51	Ft. Pierce Redevelopment Agcy	175,000	175,000	175,000	181,000
369 52	Marina	48,750	45,000	45,000	46,350
369 53	Solid Waste	80,000	80,000	80,000	82,400
369 55	Retirement & Benefit System	180,000	189,000	207,900	227,000
369 59	Police Department/Detail Work	94,792	87,570	70,000	190,000
369 61	Building Department	275,000	300,000	300,000	310,000
	Other Miscellaneous Reimbursements				
369 57	St. Lucie County	15,752	0	147,000	75,000
369 60	State of Florida	529,227	608,940	560,000	575,000
369 71	Keep Ft. Pierce Beautiful	0	0	15,000	0
369 85	Settlement of Claims	77,623	279,161	50,000	75,000
369 90	Other Misc. Revenues	65,987	80,374	10,000	75,000
	Total Miscellaneous Revenues	$ 2,809,556	$ 3,151,865	$ 3,001,675	$ 3,201,050
Interfund Transfers					
381 23	Special Revenue Fund	$ 0	$ 0	$ 0	$ 0
381 89	Restricted Fund	2,830,767	436,476	250,000	250,000
381 91	FPRA	3,318,097	2,384,248	3,852,365	5,442,950
381 94	Solid Waste	80,000	38,055	0	0
381 95	Building	7,331	4,455	0	0
	Total Interfund Transfers	$ 6,236,195	$ 2,863,234	$ 4,102,365	$ 5,692,950
Contribution from Enterprise Funds					
382 10	Electricity	$ 4,146,534	$ 4,297,058	$ 4,784,328	$ 4,698,480
382 20	Water	1,166,328	1,257,407	1,657,800	1,659,798
382 30	Gas	283,326	300,259	343,176	343,542
382 40	Sewer	851,580	903,607	1,195,164	1,300,518
382 41	UA Other	76,640	90	4,500	600
382 50	Solid Waste Transfer	930,713	700,000	500,000	500,000
382 55	Golf Course Transfer	0	0	0	0
382 60	Marina Transfer	250,000	275,000	275,000	275,000
	Total Contribution from Enterprise	$ 7,705,121	$ 7,733,421	$ 8,759,968	$ 8,777,938

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Installment Purchases					
383 00	Loan Proceeds	$ 0	$ 0	$ 0	$ 0
383 10	Capital Lease Proceeds	0	0	0	0
	Total Installment Purchases	$ 0	$ 0	$ 0	$ 0
	Total Revenue	$ 54,129,117	$ 55,185,254	$ 59,487,439	$ 65,268,104
	Appropriated Fund Balance	0	0	0	
	Restricted Revenue	(400,000)	(400,000)	(600,000)	(600,000)
	Unrestricted Fund Balance	(1,626,067)	(1,324,555)	0	0
TOTAL GENERAL FUND RESOURCES		**$ 52,103,050**	**$ 53,460,699**	**$ 58,887,439**	**$ 64,668,104**

Budget for Fiscal Year 2024/25

PERSONNEL SERVICES COST BY DEPARTMENT/DIVISION

	Department/Division	2023 Funded Positions	2024 Funded Positions	Salaries	Overtime	FICA	Retirement	Life/Health Insurance	Dental Insurance	Workers' Comp	Total
General Fund											
10 00	City Commission	5	5	$165,360	$0	$14,716	$23,175	$62,270	$1,966	$182	$267,669
13 00	City Manager	7	8	735,110	0	56,649	99,015	100,632	4,763	809	996,978
14 00	City Attorney	5	6	677,174	0	52,217	135,464	61,191	2,512	651	929,207
16 00	City Clerk	5	5	344,844	0	26,794	64,038	57,172	3,027	379	496,254
22 00	Human Resources	5	6	479,318	0	36,668	89,009	67,370	2,985	527	675,878
24 00	Finance	11	11	869,854	6,000	67,416	116,951	138,911	6,710	963	1,206,805
25 00	Information Technology	13	13	1,180,104	15,000	91,839	221,931	170,668	7,821	1,315	1,688,678
26 00	Purchasing	4	4	265,727	0	20,328	49,346	30,693	1,256	292	367,642
29 01	Planning	7	7	574,482	0	44,361	106,681	84,262	3,640	632	814,057
29 03	Code Enforcement	14	15	848,152	10,000	66,062	159,359	160,010	6,862	14,400	1,264,844
30 00	Police (Combined)	174	176	12,600,723	600,000	1,009,855	2,189,349	2,118,732	93,971	310,147	18,922,779
40 00	Public Works (Combined)	66	66	3,401,379	79,000	266,249	563,080	754,543	36,631	132,329	5,233,211
44 00	Engineering	10	10	832,629	5,000	64,079	132,560	129,393	5,573	19,010	1,188,244
45 04	Leisure Services	6	7	360,256	0	27,560	57,657	76,160	2,801	3,540	527,973
60 00	Administrative	0	0	0	0	0	0	225,000	0	0	225,000
	General Fund Total	**332**	**339**	**$23,335,113**	**$715,000**	**$1,844,791**	**$4,007,614**	**$4,237,006**	**$180,518**	**$485,176**	**$34,805,219**
Enterprise & Special Revenue Funds											
29 02	Building Inspections	29	34	1,991,133	30,000	155,030	375,324	356,619	15,208	35,669	2,958,983
30 05	Police Grants	4	6	259,944	0	19,886	48,272	46,820	1,902	286	377,109
30 07	Police Grants/FPRA	5	10	625,793	10,000	48,638	113,849	74,232	5,184	16,721	894,418
40 07	Animal Shelter	12	16	600,974	0	45,975	111,601	108,050	5,030	8,123	879,753
41 00	Marina	11	11	592,424	5,000	46,116	100,600	100,829	4,419	15,012	864,399
42 00	Solid Waste	43	43	2,454,472	50,000	192,418	398,042	469,583	22,235	101,274	3,688,025
45 00	Golf Course	4	4	290,531	0	22,226	53,952	36,621	2,202	7,873	413,404
46 00	Sunrise Theatre	5	3	212,302	0	16,241	39,424	19,916	835	234	288,952
90 00	CDBG	5	5	341,781	0	26,184	63,562	36,719	2,440	377	471,062
94 00	FPRA	0	0	0	0	0	0	0	0	0	0
	Enterprise Funds Total	**118**	**132**	**7,369,354**	**95,000**	**572,714**	**1,304,625**	**1,249,389**	**59,455**	**185,569**	**10,836,106**
	TOTAL ALL FUNDS	**450**	**471**	**$30,704,467**	**$810,000**	**$2,417,505**	**$5,312,239**	**$5,486,395**	**$239,974**	**$670,745**	**$45,641,325**

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
City Commission					
10 00	Personnel Services	$ 211,213	$ 247,792	$ 263,410	$ 267,669
	Operating Expense	42,728	50,409	56,304	52,745
	Capital Outlay	2,537	2,927	0	0
		$ 256,478	$ 301,128	$ 319,714	$ 320,414
City Manager					
13 00	Personnel Services	$ 912,906	$ 941,376	$ 881,245	$ 996,978
	Operating Expense	40,226	50,244	61,500	53,350
	Capital Outlay	0	0	0	0
		$ 953,132	$ 991,620	$ 942,745	$ 1,050,328
City Attorney					
14 00	Personnel Services	$ 441,311	$ 672,607	$ 726,183	$ 929,207
	Operating Expense	71,444	56,944	132,600	113,440
	Capital Outlay	665	0	0	0
		$ 513,420	$ 729,551	$ 858,783	$ 1,042,647
City Clerk					
16 00	Personnel Services	$ 355,002	$ 428,590	$ 465,917	$ 496,254
	Operating Expense	88,377	47,255	44,890	53,890
	Capital Outlay	0	0	0	0
		$ 443,379	$ 475,845	$ 510,807	$ 550,144

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Human Resources					
22 00	Personnel Services	$ 465,921	$ 520,269	$ 465,056	$ 675,878
	Operating Expense	62,651	108,443	83,350	79,100
	Capital Outlay	574	2,627	0	0
		$ 529,146	$ 631,339	$ 548,406	$ 754,978
Finance					
24 00	Personnel Services	$ 914,524	$ 1,023,228	$ 1,179,854	$ 1,206,805
	Operating Expense	91,629	65,546	63,400	65,500
	Capital Outlay	6,950	0	0	0
		$ 1,013,103	$ 1,088,774	$ 1,243,254	$ 1,272,305
Information Technology					
25 00	Personnel Services	$ 806,289	$ 853,127	$ 1,453,364	$ 1,688,678
	Operating Expense	934,373	769,569	1,204,875	1,474,875
	Capital Outlay	6,440	93,705	5,000	80,000
		$ 1,747,102	$ 1,716,401	$ 2,663,239	$ 3,243,553
Purchasing					
26 00	Personnel Services	$ 320,001	$ 337,528	$ 345,552	$ 367,642
	Operating Expense	13,614	25,409	30,550	26,750
	Capital Outlay	0	3,391	0	0
		$ 333,615	$ 366,328	$ 376,102	$ 394,392
Planning					
29 01	Personnel Services	$ 513,879	$ 677,672	$ 752,629	$ 814,057
	Operating Expense	94,271	56,117	112,900	106,900
	Capital Outlay	0	1,390	2,500	0
		$ 608,150	$ 735,178	$ 868,029	$ 920,957

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Community Response/Code Enforcement					
29 03	Personnel Services	$ 914,760	$ 1,093,205	$ 1,104,464	$ 1,264,844
	Operating Expense	646,581	435,118	441,400	421,400
	Capital Outlay	16,665	3,706	0	0
		$ 1,578,006	$ 1,532,029	$ 1,545,864	$ 1,686,244
Police					
Combined	Personnel Services	$ 14,550,659	$ 16,028,716	$ 17,340,525	$ 18,922,779
	Operating Expense	3,012,975	1,758,404	1,802,750	2,000,000
	Capital Outlay	1,414,131	95,569	0	0
		$ 18,977,765	$ 17,882,689	$ 19,143,275	$ 20,922,779
Public Works/Director					
40 02	Personnel Services	$ 65,023	$ 74,035	$ 76,021	$ 81,265
	Operating Expense	91,096	104,635	91,160	25,000
	Capital Outlay	553	5,796	0	0
		$ 156,672	$ 184,466	$ 167,181	$ 106,265
Public Works/Fleet Maintenance					
40 03	Personnel Services	$ 683,300	$ 720,817	$ 854,915	$ 900,359
	Operating Expense	66,431	111,680	42,350	48,200
	Capital Outlay	0	695	0	0
		$ 749,731	$ 833,192	$ 897,265	$ 948,559
Public Works/Facilities Maintenance					
40 04	Personnel Services	$ 804,552	$ 913,680	$ 900,470	$ 968,485
	Operating Expense	639,096	655,752	532,500	533,500
	Capital Outlay	25,471	3,425	0	0
		$ 1,469,119	$ 1,572,857	$ 1,432,970	$ 1,501,985

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Public Works/Parks & Grounds					
40 05	Personnel Services	$ 1,710,278	$ 1,807,379	$ 1,743,876	$ 1,856,259
	Operating Expense	1,104,788	1,011,049	926,500	926,500
	Capital Outlay	0	15,882	0	0
		$ 2,815,066	$ 2,834,311	$ 2,670,376	$ 2,782,759
Public Works/Streets & Drainage					
40 06	Personnel Services	$ 1,193,772	$ 1,367,146	$ 1,376,655	$ 1,426,843
	Operating Expense	1,215,722	1,346,483	1,240,000	1,350,000
	Capital Outlay	0	0	0	0
		$ 2,409,494	$ 2,713,628	$ 2,616,655	$ 2,776,843
Engineering					
44 00	Personnel Services	$ 902,980	$ 1,096,256	$ 1,169,494	$ 1,188,244
	Operating Expense	339,250	401,468	538,570	589,150
	Capital Outlay	0	0	0	0
		$ 1,242,230	$ 1,497,724	$ 1,708,064	$ 1,777,394
Riverwalk Center					
45 04	Personnel Services	$ 210,404	$ 225,585	$ 372,487	$ 527,973
	Operating Expense	298,076	237,475	253,850	246,850
	Capital Outlay	0	0	0	0
		$ 508,480	$ 463,060	$ 626,337	$ 774,823

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Administrative					
60 00	Personnel Services	$ 656,037	$ 771,707	$ 555,800	$ 770,000
	Operating Expense	6,257,819	7,249,876	9,109,527	9,988,205
	Capital Outlay	2,784,693	3,563,596	3,975,000	4,250,000
	Grants and Aid	315,183	234,633	448,000	573,000
	Non-Oper. Transfer	5,785,229	5,090,767	5,660,044	6,259,530
		$ 15,798,961	$ 16,910,579	$ 19,748,371	$ 21,840,735
All Departments					
	Personnel Services	$ 26,632,812	$ 29,800,713	$ 32,027,919	$ 35,350,219
	Operating Expense	15,111,146	14,541,877	16,768,976	18,155,355
	Capital Outlay	4,258,679	3,792,709	3,982,500	4,330,000
	Grants and Aid	315,183	234,633	448,000	573,000
	Non-Oper. Transfer	5,785,229	5,090,767	5,660,044	6,259,530
TOTAL GENERAL FUND EXPENDITURES		**$ 52,103,050**	**$ 53,460,699**	**$ 58,887,439**	**$ 64,668,104**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Commission
Fund/Division Number: 1000	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Mayor/Commissioner	1	1	1	1
Commissioners	4	4	4	4
Total Budgeted Staffing Level	5	5	5	5

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages-Mayor	$ 36,301	$ 37,697	$ 40,560	$ 40,560
1010	Salaries and Wages-Commissioners	103,499	115,538	124,800	124,800
1030	Accrued Compensation	0	0	0	0
2010	FICA	11,506	12,307	14,716	14,716
2020	Retirement Contributions	17,756	22,145	21,915	23,175
2030	Life & Health Insurance	39,801	58,086	59,384	62,270
2035	Dental Insurance	2,022	1,719	1,788	1,966
2040	Workers' Compensation	329	299	248	182
	Total Personnel Services	$ 211,213	$ 247,792	$ 263,410	$ 267,669
Operating Expense					
4010	Car Allowance	$ 19,950	$ 27,295	$ 27,000	$ 27,000
4030	Conferences	9,848	11,601	15,000	20,000
4110	Communications	7,739	7,945	9,000	0
4120	Freight and Postage	26	5	100	100
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	59	200
4810	Advertising	0	674	1,695	1,695
4990	Miscellaneous Expense	939	814	1,500	1,500
5110	Office Supplies	1,520	1,120	500	500
5150	Miscellaneous Equipment	214	149	0	0
5250	Uniforms	721	0	750	750
5410	Books, Pubs, Subscriptions & Mbrshp	1,771	806	700	1,000
	Total Operating Expense	$ 42,728	$ 50,409	$ 56,304	$ 52,745
Capital Outlay					
6410	Office Equipment & Machinery	$ 2,537	$ 2,927	$ 0	$ 0
	Total Capital Outlay	$ 2,537	$ 2,927	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 256,478**	**$ 301,128**	**$ 319,714**	**$ 320,414**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Manager
Fund/Division Number: 1300	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
City Manager	1	1	1	1
Executive Assist/City Manager	1	1	1	1
Special Projects Coordinator	1	1	1	1
CRA Administrator	0	0	0	1
Redevelopment Specialist	0	2	2	3
Redevelopment Assistant	0	0	1	1
Economic Development Manager	1	1	1	0
Administrative Assistant	1	1	0	0
Communication & Marketing Manager	1	0	0	0
Risk Management Admin. Specialist	1	0	0	0
Risk Manager	1	0	0	0
Marketing Specialist	1	0	0	0
Total Budgeted Staffing Level	9	7	7	8

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 616,840	$ 608,327	$ 650,133	$ 723,110
1030	Accrued Compensation	41,856	94,811	7,500	12,000
1040	Overtime	1,193	2,557	0	0
2010	FICA Taxes	47,318	47,004	50,722	56,649
2020	Retirement Contributions	109,653	100,225	81,712	99,015
2030	Life & Health Insurance	89,944	83,365	86,241	100,632
2035	Dental Insurance	4,765	3,833	3,950	4,763
2040	Workers' Compensation	1,337	1,254	986	809
	Total Personnel Services	$ 912,906	$ 941,376	$ 881,245	$ 996,978
Operating Expense					
3495	Temporary Employee Services	$ 0	$ 0	$ 0	$ 0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	7,206	10,442	10,000	12,000
4030	Conferences	0	0	0	0
4110	Communications	10,914	13,621	11,000	0
4120	Freight and Postage	339	423	600	600
4410	Equipment Rental	3,289	4,341	5,000	5,000
4420	Vehicle	0	0	0	0
4650	Repairs & Maint. Service/Vehicle	0	0	0	0
4651	Vehicle Parts	117	0	250	350
4660	Equipment Maintenance	0	0	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	City Manager		
Fund/Division Number: 1300		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4675	Software Maintenance	0	0	2,500	2,500
4720	Outside Printing	821	1,355	3,000	3,000
4810	Advertising	2,760	139	5,000	4,000
4990	Miscellaneous Expense	2,654	4,340	5,500	6,000
5110	Office Supplies	2,791	2,886	5,000	5,500
5120	EDP Supplies	0	153	0	0
5150	Misc. Equipment Expense	200	945	0	0
5210	Gas & Oil	506	696	950	1,200
5250	Uniforms	677	327	800	800
5410	Books, Pubs, Subscriptions & Mbrshp	3,751	5,177	6,000	6,500
	Total Operating Expense	$ 40,226	$ 50,244	$ 61,500	$ 53,350
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 953,132**	**$ 991,620**	**$ 942,745**	**$ 1,050,328**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Attorney
Fund/Division Number: 1400	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
City Attorney	1	1	1	1
Asst. City Attorney	1	1	1	2
Legal Assistant/Paralegal	1	1	1	1
Risk Manager	0	1	1	1
Risk Management Admin. Specialist	0	1	1	1
Total Budgeted Staffing Level	3	5	5	6

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 324,082	$ 484,085	$ 528,837	$ 674,174
1030	Accrued Compensation	0	15,923	2,000	3,000
1040	Overtime	0	264	0	0
2010	FICA Taxes	24,352	36,336	41,022	52,217
2020	Retirement Contributions	55,632	78,967	93,215	125,751
2026	Retirement Contributions/ICMA	0	0	0	9,712
2030	Life & Health Insurance	34,432	53,803	57,710	61,191
2035	Dental Insurance	2,255	2,596	2,761	2,512
2040	Workers' Compensation	558	633	637	651
	Total Personnel Services	$ 441,311	$ 672,607	$ 726,183	$ 929,207
Operating Expense					
3100	Professional Services	$ 0	$ 0	$ 0	$ 0
3120	Legal Fees	0	0	0	0
3121	Legal Fees-Civil Service/HR	0	0	0	0
3125	Trial Extra Ordinary Services	0	0	0	0
3135	Outside Labor Attorney	0	0	0	0
3136	Outside Attorney/Consultants	43,675	26,957	100,000	50,000
3490	Contractual Fees	343	0	0	0
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	4,200	4,703	5,400	5,400
4020	Travel & Education	3,252	3,335	2,500	5,000
4030	Conferences	2,084	3,472	3,500	5,000
4110	Communications	5,213	8,093	6,000	0
4120	Freight and Postage	75	51	100	100
4410	Equipment Rental	288	1,023	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	City Attorney		
Fund/Division Number: 1400		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	2,812	2,114	2,500	2,500
4720	Outside Printing	0	0	100	100
4810	Advertising	243	0	0	0
4947	Wellness	0	0	0	32,840
4990	Miscellaneous Expense	661	283	1,000	1,000
5110	Office Supplies	500	970	2,500	2,500
5120	EDP Supplies	0	0	0	0
5150	Miscellaneous Equipment	0	0	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	8,097	5,945	9,000	9,000
	Total Operating Expense	$ 71,444	$ 56,944	$ 132,600	$ 113,440
Capital Outlay					
6410	Office Equipment & Machinery	$ 665	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 665	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 513,420**	**$ 729,551**	**$ 858,783**	**$ 1,042,647**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Clerk
Fund/Division Number: 1600	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
City Clerk	1	1	1	1
Deputy City Clerk/Permit Specialist	3	3	3	3
Records Management Coordinator	0	1	1	1
Total Budgeted Staffing Level	4	5	5	5

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 251,285	$ 297,513	$ 323,145	$ 342,844
1030	Accrued Compensation	2,571	2,700	2,500	2,000
1040	Overtime	0	0	0	0
2010	FICA Taxes	19,357	22,616	25,325	26,794
2020	Retirement Contributions	43,560	51,430	57,183	64,038
2030	Life & Health Insurance	35,682	51,239	54,524	57,172
2035	Dental Insurance	1,974	2,539	2,752	3,027
2040	Workers' Compensation	573	554	488	379
	Total Personnel Services	$ 355,002	$ 428,590	$ 465,917	$ 496,254
Operating Expense					
3480	Election Fees	$ 32,360	$ 0	$ 500	$ 500
3490	Contractual Fees	441	884	4,750	4,750
3495	Temporary Employee Svcs.	15,207	0	0	0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	5,636	9,699	6,000	12,000
4110	Communications	3,675	5,378	4,620	4,620
4120	Freight and Postage	3,178	3,290	3,000	3,000
4410	Equipment Rental	3,582	3,114	3,590	3,590
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	500	500	500
4720	Outside Printing	0	297	400	400
4810	Advertising	995	710	1,350	1,350

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	City Clerk		
Fund/Division Number: 1600		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4960	Administrative Charges	11,780	13,790	12,000	15,000
4990	Miscellaneous Expenses	0	0	0	0
5110	Office Supplies	2,448	2,160	1,400	1,400
5120	EDP Supplies	39	219	500	500
5150	Misc. Equipment Expense	0	250	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	4,834	1,565	880	880
	Total Operating Expense	$ 88,377	$ 47,255	$ 44,890	$ 53,890
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 443,379**	**$ 475,845**	**$ 510,807**	**$ 550,144**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Human Resources
Fund/Division Number: 2200	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Human Resources Manager	1	1	1	1
Human Resources Coordinator	1	1	1	1
Human Resources Employee Relations Specialist	0	0	0	1
Human Resources information System Specialist	0	0	0	1
Human Resources Specialist	0	0	0	1
Human Resources Assistant	0	0	0	1
Human Resources Generalist	1	1	1	0
Human Resources Technician	1	1	1	0
Switchboard Operator	1	1	1	0
Total Budgeted Staffing Level	5	5	5	6

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 333,134	$ 353,168	$ 335,321	$ 471,818
1030	Accrued Compensation	5,178	0	3,000	7,500
1040	Overtime	53	30,926	0	0
2010	FICA Taxes	25,303	29,056	26,295	36,668
2020	Retirement Contributions	45,117	45,268	43,072	89,009
2030	Life & Health Insurance	53,698	58,621	54,524	67,370
2035	Dental Insurance	2,771	2,563	2,337	2,985
2040	Workers' Compensation	667	668	507	527
	Total Personnel Services	$ 465,921	$ 520,269	$ 465,056	$ 675,878
Operating Expense					
3120	Legal Fees	$ 0	$ 2,355	$ 12,500	$ 12,500
3180	Medical Services	21,880	33,265	30,000	25,000
3190	Consultant Fees	1,708	1,225	5,000	6,000
3490	Misc. Contractual Fees	0	0	500	5,500
3495	Temporary Employee Svcs.	270	26,725	0	0
4010	Car Allowance	4,200	4,950	0	0
4020	Travel and Education	2,030	7,438	10,000	10,000
4110	Communications	2,827	4,285	5,000	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Human Resources		
Fund/Division Number: 2200		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4120	Freight and Postage	26	16	500	500
4410	Equipment Rental	6,960	4,471	4,000	4,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	19	0	0
4720	Outside Printing	1,488	994	100	100
4810	Advertising	0	3,539	500	500
4850	Service Awards	6,396	5,669	5,000	5,000
4990	Miscellaneous Expenses	4,695	3,288	2,000	2,000
5110	Office Supplies	4,368	7,094	3,000	3,000
5120	EDP Supplies	43	389	500	500
5150	Misc. Equipment Expense	0	206	500	500
5210	Gas & Oil	538	370	250	0
5410	Books,Pubs,Subscriptions & Mbrshp	5,222	2,146	4,000	4,000
	Total Operating Expense	$ 62,651	$ 108,443	$ 83,350	$ 79,100
Capital Outlay					
6410	Office Equip & Machinery	$ 574	$ 2,627	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 574	$ 2,627	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 529,146**	**$ 631,339**	**$ 548,406**	**$ 754,978**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Finance
Fund/Division Number: 2400	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Director of Finance	1	1	1	1
Chief Accountant	1	1	1	1
Accountant	1	1	1	1
Senior Accounting Analyst II	4	4	4	4
Payroll & Benefits Coordinator	1	1	1	1
Pension Analyst	1	1	1	1
Executive Assistant	1	1	1	1
Budget Analyst	0	0	1	1
Total Budgeted Staffing Level	10	10	11	11

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 648,417	$ 719,970	$ 836,618	$ 856,854
1030	Accrued Compensation	6,152	6,087	13,000	13,000
1040	Overtime	2,689	9,030	6,000	6,000
2010	FICA Taxes	48,742	54,946	65,868	67,416
2020	Retirement Contributions	104,228	116,789	127,608	116,951
2030	Life & Health Insurance	96,691	109,264	123,367	138,911
2035	Dental Insurance	6,156	5,731	6,109	6,710
2040	Workers' Compensation	1,450	1,411	1,284	963
	Total Personnel Services	$ 914,524	$ 1,023,228	$ 1,179,854	$ 1,206,805
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 514	$ 0	$ 0
3495	Temporary Employee Svcs.	38,406	0	0	0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	11,128	14,979	13,000	15,000
4110	Communications	8,632	12,842	9,000	0
4120	Freight and Postage	2,327	2,713	3,000	3,000
4660	Equipment Maintenance	0	0	3,000	3,000
4675	Software Maintenance	0	0	0	0
4720	Outside Printing	997	0	1,500	1,500
4810	Advertising	2,079	3,034	2,000	3,100
4960	Administrative Charges	9,892	10,428	10,000	15,000
4990	Miscellaneous Expenses	3,136	5,296	5,000	5,000

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Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Finance		
Fund/Division Number: 2400		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, contd.					
5110	Office Supplies	5,007	2,657	5,000	5,000
5120	EDP Supplies	3,955	3,305	5,000	5,000
5410	Books,Pubs,Subscriptions & Mbrshp	1,870	4,380	1,500	4,500
	Total Operating Expense	$ 91,629	$ 65,546	$ 63,400	$ 65,500
Capital Outlay					
6410	Office Equipment & Machinery	$ 6,950	$ 0	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 6,950	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,013,103**	**$ 1,088,774**	**$ 1,243,254**	**$ 1,272,305**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Information Technology
Fund/Division Number: 2500	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Deputy City Manager/Dir. of Admin. Services	0	0	1	1
Executive Assistant	0	0	1	1
GIS Division Manager	0	0	1	1
GIS Analyst II	1	1	1	1
IT Communications & Marketing Div. Manager	0	0	1	1
IT Media Specialist	1	1	1	1
IT Support Division Manager	0	0	0	1
Systems Analyst II	1	1	1	2
Systems Analyst I	1	2	2	2
ERP Business Systems Administrator	0	1	1	1
ERP Business Systems Analyst	1	1	1	1
Network Administrator	0	1	1	0
IT Communications Specialist	1	1	0	0
Administrative Assistant	1	1	0	0
IT Director	1	1	0	0
GIS Analyst I	1	1	1	0
Total Budgeted Staffing Level	9	12	13	13

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 518,717	$ 553,332	$ 995,092	$ 1,170,104
1030	Accrued Compensation	9,416	12,830	5,500	10,000
1040	Overtime	32,932	35,657	15,000	15,000
2010	FICA Taxes	40,790	43,480	78,106	91,839
2020	Retirement Contributions	95,960	100,594	178,338	221,931
2030	Life & Health Insurance	101,412	101,195	171,833	170,668
2035	Dental Insurance	5,808	4,724	7,971	7,821
2040	Workers' Compensation	1,254	1,315	1,525	1,315
	Total Personnel Services	$ 806,289	$ 853,127	$ 1,453,364	$ 1,688,678
Operating Expense					
3190	Consultant Fees	$ 92,194	$ 88,171	$ 224,000	$ 224,000
3490	Misc. Contractual Fees	0	4,315	1,000	1,000
3495	Temporaty Employee Services	5,600	48,454	0	0
4010	Car Allowance	4,200	4,083	5,400	5,400
4020	Travel and Education	12,122	16,780	25,000	25,000
4110	Communications	18,233	25,564	30,000	300,000
4120	Freight and Postage	0	39	500	500
4410	Equipment Rental	270	2,068	20,000	20,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Information Technology		
Fund/Division Number: 2500		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4651	Vehicle Parts	0	711	0	0
4660	Equipment Maintenance	201	249	500	500
4670	Computer Maintenance	10,899	5,181	30,000	30,000
4675	Software Maintenance	752,289	552,765	840,000	840,000
4710	Reproduction	0	0	0	0
4720	Outside Printing	0	0	0	0
4810	Advertising	11,941	7,976	15,000	15,000
4990	Miscellaneous Expenses	2,813	3,334	1,500	1,500
5110	Office Supplies	2,624	1,144	1,200	1,200
5120	EDP Supplies	10,153	8,009	9,950	9,950
5150	Miscellaneous Equipment	9,795	7	0	0
5210	Gas & Oil	82	16	325	325
5410	Books,Pubs,Subscriptions & Mbrshp	958	703	500	500
	Total Operating Expense	$ 934,373	$ 769,569	$ 1,204,875	$ 1,474,875
Capital Outlay					
6410	Office Equip & Machinery	$ 4,590	$ 6,023	$ 0	$ 0
6420	Furniture & Furnishings	1,850	9,253	0	0
6490	SBITA	0	78,429	5,000	80,000
	Total Capital Outlay	$ 6,440	$ 93,705	$ 5,000	$ 80,000
	TOTAL APPROPRIATIONS	**$ 1,747,102**	**$ 1,716,401**	**$ 2,663,239**	**$ 3,243,553**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department: Purchasing
Fund/Division Number: 2600	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Purchasing Manager	1	1	1	1
Purchasing Agent	2	2	2	2
Purchasing Specialist	1	1	1	1
Total Budgeted Staffing Level	4	4	4	4

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 228,634	$ 241,597	$ 256,380	$ 261,727
1030	Accrued Compensation	3,308	11,540	3,000	4,000
1040	Overtime	1,408	1,348	0	0
2010	FICA Taxes	17,728	19,312	19,843	20,328
2020	Retirement Contributions	40,058	33,511	35,518	49,346
2030	Life & Health Insurance	27,076	28,641	29,277	30,693
2035	Dental Insurance	1,298	1,117	1,145	1,256
2040	Workers' Compensation	491	463	389	292
	Total Personnel Services	$ 320,001	$ 337,528	$ 345,552	$ 367,642
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	300	2,205	7,000	7,000
4110	Communications	2,170	3,578	5,000	0
4120	Freight and Postage	417	660	1,500	1,500
4410	Equipment Rental	4,427	3,530	5,000	5,000
4651	Vehicle Parts	0	0	100	100
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4810	Advertising	2,680	8,806	6,000	6,000
4990	Miscellaneous Expenses	1,004	1,623	1,500	1,500
5110	Office Supplies	1,949	3,237	3,000	3,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Purchasing		
Fund/Division Number: 2600		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, contd.					
5120	EDP Supplies	67	45	150	150
5150	Miscellaneous Equipment Expense	0	0	0	0
5210	Gas & Oil	0	0	300	500
5410	Books,Pubs,Subscriptions & Mbrshp	600	1,725	1,000	2,000
	Total Operating Expense	$13,614	$25,409	$30,550	$26,750
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 3,391	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 3,391	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 333,615**	**$ 366,328**	**$ 376,102**	**$ 394,392**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Planning
Fund/Division Number: 2901	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Planning Director	1	1	1	1
Assistant Planning Director	1	1	1	1
Senior Planner	2	1	1	1
Planner	0	1	1	1
Historic Preservation Officer	1	1	1	1
Planning & Development Organizer	0	1	1	1
Growth Management Coordinator	0	1	1	1
Executive Assistant	1	0	0	0
Planning Systems Analyst	0	0	0	0
Administrative Assistant	0	0	0	0
Total Budgeted Staffing Level	6	7	7	7

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 363,237	$ 479,996	$ 531,302	$ 568,482
1030	Accrued Compensation	12,925	3,249	2,000	6,000
1040	Overtime	3,208	0	0	0
2010	FICA Taxes	28,486	36,422	41,211	44,361
2020	Retirement Contributions	58,837	82,779	93,648	106,681
2030	Life & Health Insurance	44,019	71,378	80,357	84,262
2035	Dental Insurance	2,256	2,947	3,312	3,640
2040	Workers' Compensation	911	901	800	632
	Total Personnel Services	$ 513,879	$ 677,672	$ 752,629	$ 814,057
Operating Expense					
3140	Contractual Planning	$ 47,493	$ 0	$ 40,000	$ 40,000
3490	Contractual Fees	1,140	0	1,000	1,000
3495	Temp Employee Svc	270	0	0	0
4010	Car Allowance	2,450	6,450	5,400	5,400
4020	Travel and Education	(25)	1,490	6,000	6,000
4110	Communications	6,037	7,611	6,000	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Planning		
Fund/Division Number: 2901		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4120	Freight and Postage	768	1,566	3,000	3,000
4410	Equipment Rental	7,240	7,649	7,500	7,500
4651	Vehicle Parts	0	0	500	500
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	437	131	1,000	1,000
4810	Advertising	23,697	27,481	30,000	30,000
4990	Miscellaneous Expenses	1,967	750	1,000	1,000
5110	Office Supplies	1,661	1,500	4,000	4,000
5120	EDP Supplies	39	115	500	500
5150	Miscellaneous Equipment	214	0	0	0
5210	Gas and Oil	87	124	500	500
5232	Other Supplies	0	0	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	796	1,250	6,000	6,000
	Total Operating Expense	$ 94,271	$ 56,117	$ 112,900	$ 106,900
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 1,390	$ 2,500	$ 0
	Total Capital Outlay	$ 0	$ 1,390	$ 2,500	$ 0
	TOTAL APPROPRIATIONS	**$ 608,150**	**$ 735,178**	**$ 868,029**	**$ 920,957**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Code Enforcement
Fund/Division Number: 2903	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Director of Community Response	1	1	1	1
Code Compliance Supervisor	1	1	1	1
Senior Code Enforcement Officer	0	1	1	1
Code Enforcement Officer (FT)	4	4	3	3
Executive Assistant	1	1	1	1
Admimistrative Assistant II	1	1	1	1
Admimistrative Assistant II	0	0	0	1
Animal Control Officer	3	4	5	5
Code Enforcement/ParkingSpecialist (PT)	2	1	1	1
Animal Shelter Administrator	0	1	0	0
Total Budgeted Staffing Level	13	15	14	15

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 558,961	$ 658,945	$ 733,398	$ 841,152
1030	Accrued Compensation	7,397	5,962	5,000	7,000
1040	Overtime	72,133	96,622	10,000	10,000
2010	FICA Taxes	48,337	56,904	57,666	66,062
2020	Retirement Contributions	107,223	125,342	131,419	159,359
2030	Life & Health Insurance	95,494	124,558	143,640	160,010
2035	Dental Insurance	4,586	5,112	5,808	6,862
2040	Workers' Compensation	20,629	19,761	17,534	14,400
	Total Personnel Services	$ 914,760	$ 1,093,205	$ 1,104,464	$ 1,264,844
Operating Expense					
3440	Demolition	$ 0	$ 100	$ 2,500	$ 2,500
3449	Nuisance Abatement	12,609	4,349	25,000	25,000
3450	Lot Clearing	0	0	0	0
3490	Contractual Fees	38,403	45,454	7,000	7,000
3491	Humane Society	156,514	0	0	0
3492	Spay/Neuter Vouchers	23,130	8,306	0	0
3495	Temp Employee Svc	11,803	735	0	0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	1,968	4,884	8,000	8,000
4110	Communications	16,819	23,035	20,000	0
4120	Freight and Postage	15,350	18,974	15,000	15,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Code Enforcement		
Fund/Division Number: 2903		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4410	Equipment Rental	6,190	2,965	5,000	5,000
4650	Vehicle Maintenance	444	32	1,000	1,000
4651	Vehicle Parts	5,125	5,534	5,000	5,000
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	6,899	1,047	0	0
4680	Radio Mainteneance	0	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	4,604	1,417	2,000	2,000
4810	Advertising	115	276	500	500
4960	Administrative Fees	57,089	61,895	60,000	60,000
4990	Miscellaneous Expenses	4,777	2,161	2,000	2,000
5110	Office Supplies	6,200	1,333	5,000	5,000
5120	EDP Supplies	40	0	0	0
5150	Miscellaneous Equipment	2,206	2,590	0	0
5210	Gas and Oil	20,530	20,892	20,000	20,000
5221	Animal Control Supplies	1,837	746	1,000	1,000
5222	Animal Care & Services	3,856	2,216	0	0
5223	Medical/Pharmaceutical Supplies	5,035	393	0	0
5224	Animal Registrations	2,919	0	0	0
5231	Safety Supplies	0	0	1,000	1,000
5232	Other Supplies	2,377	1,728	2,000	2,000
5250	Uniforms	1,780	4,047	2,500	2,500
5253	Clean & Safe Initiative	232,291	213,280	250,000	250,000
5410	Books,Pubs,Subscriptions & Mbrshp	1,473	1,330	1,500	1,500
	Total Operating Expense	$ 646,581	$ 435,118	$ 441,400	$ 421,400
Capital Outlay					
6410	Equipment & Machinery	$ 16,665	$ 1,433	$ 0	$ 0
6420	Furniture & Furnishings	0	2,273	0	0
	Total Capital Outlay	$ 16,665	$ 3,706	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,578,006**	**$ 1,532,029**	**$ 1,545,864**	**$ 1,686,244**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Police
Fund/Division Number: 3000	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Chief of Police	1	1	1	1
Deputy Chief of Police	2	2	2	2
Police Major	1	1	1	2
Captian	0	0	0	2
Lieutenant	7	7	7	7
Sergeant	15	15	15	18
Police Officer	101	101	109	103
Public Information Officer	1	1	1	1
Comm. Service Officers	5	5	5	5
Crime Scene Investigator	3	3	3	3
Crime Analyst	3	3	3	3
Evidence Technician	1	1	1	1
Accreditation Specialist	1	1	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	3	3	3	3
Police Payroll Specialist	1	1	1	1
Grant Writer	1	1	1	1
Records Specialists	4	4	4	4
Records Supervisor	1	1	1	1
School Crossing Guard (p/t)	8	8	8	8
Senior Accounting Clerk	1	1	1	3
Information System Administrator	1	1	1	1
Information Systems Analyst II	1	1	1	1
Information Systems Analyst I	0	1	1	1
Digital Evidence Specialist II	1	1	1	1
Digital Evidence Specialist I	1	1	1	1
Total Budgeted Staffing Level	165	166	174	176

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Police		
Fund/Division Number: 3000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 9,003,508	$ 9,631,981	$ 11,343,853	$ 12,460,723
1020	Incentive Pay	256,055	287,784	80,000	80,000
1030	Accrued Compensation	130,587	178,558	60,000	60,000
1040	Overtime	666,791	861,319	400,000	400,000
1050	Holiday Overtime	405,436	450,427	200,000	200,000
2010	FICA Taxes	776,849	845,915	924,119	1,009,855
2020	Retirement/General	278,870	291,906	322,922	391,187
2025	Retirement/Police Officers	1,000,149	1,188,391	1,545,302	1,775,662
2026	Retirement/ICMA	21,933	26,569	22,500	22,500
2030	Life & Health Insurance	1,557,528	1,753,293	2,020,566	2,118,732
2035	Dental Insurance	85,172	76,939	87,475	93,971
2040	Workers' Compensation	367,780	435,634	333,788	310,147
	Total Personnel Services	$ 14,550,659	$ 16,028,716	$ 17,340,525	$ 18,922,779
Operating Expense					
3130	Professional Services	$ 12,459	$ 21,255	$ 32,000	$ 35,000
3180	Medical Services	3,875	0	5,500	5,500
3190	Consultant Fees	2,400	3,240	10,000	10,000
3490	Misc. Contractual Fees	27,319	18,475	0	0
3510	Crime Lab	143,233	167,736	160,000	225,000
3530	Investigative Supplies	23,466	27,368	30,000	30,000
4020	Travel & Education	60	0	0	0
4110	Communications	216,951	261,839	250,000	250,000
4120	Freight & Postage	3,659	4,324	5,500	5,500
4310	Utilities	106,212	123,981	110,000	110,000
4410	Equipment Rental	22,842	22,417	25,000	25,000
4420	Vehicle Rental & Towing	0	10,848	17,000	17,000
4430	Equipment Lease	0	0	15,000	15,000
4610	Building Maintenance	9,640	6,696	15,000	15,000
4650	Vehicle Maintenance	47,505	66,229	40,000	40,000
4651	Vehicle Parts	70,907	48,583	80,000	80,000
4652	Tires, Tubes & Batteries	33,345	30,978	30,000	30,000
4660	Equipment Maintenance	1,181,724	5,867	22,000	22,000
4670	Computer Maintenance	9,922	5,793	16,000	16,000
4675	Software Maintenance	146,099	116,416	175,000	175,000
4680	Radio Maintenance	3,136	3,329	20,000	20,000
4710	Reproduction	3,495	0	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Police		
Fund/Division Number: 3000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4720	Outside Printing	3,828	8,333	5,000	15,000
4810	Advertising	0	0	0	0
4820	Crime Prevention	7,544	6,995	8,000	8,000
4830	Public Relations	28,110	31,783	10,750	25,000
4930	Citizen Volunteer Program	3,885	492	2,500	2,500
4980	Contingency	50,000	50,000	10,000	10,000
4990	Miscellaneous Expenses	531	9,324	5,000	5,000
5110	Office Supplies	15,716	17,862	20,000	20,000
5120	EDP Supplies	17,688	10,049	15,000	15,000
5150	Misc. Equipment Exp.	5,717	6,714	5,000	5,000
5210	Gas and Oil	461,325	427,676	400,000	450,000
5220	K-9 Operations	24,479	20,350	20,000	25,000
5230	Cleaning Supplies	1,902	253	3,000	3,000
5232	Other Supplies	0	2,091	3,000	3,000
5250	Uniforms	113,397	143,473	100,000	150,000
5251	Military Supplies	159,230	22,511	82,500	82,500
5410	Books,Pubs,Subscriptions & Mbrshp	5,675	14,131	8,000	8,000
5420	Educ Reimbursement	10,605	2,994	7,000	7,000
5430	Law Enforcement Educ	35,094	37,995	40,000	40,000
	Total Operating Expense	$ 3,012,975	$ 1,758,404	$ 1,802,750	$ 2,000,000
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Improvements Other Than Bldg.	8,395	0	0	0
6410	Office Equip & Machinery	1,398,808	12,042	0	0
6420	Furniture & Furnishings	3,041	0	0	0
6440	Vehicles	3,582	82,241	0	0
6450	Radios	0	0	0	0
8392	Special Events	305	1,286	0	0
	Total Capital Outlay	$ 1,414,131	$ 95,569	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 18,977,765**	**$ 17,882,689**	**$ 19,143,275**	**$ 20,922,779**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Public Works
Fund/Division Number: 4002	Division:	Director's Office

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Executive Assistant	1	1	1	1
Total Budgeted Staffing Level	1	1	1	1

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 47,190	$ 48,967	$ 52,083	$ 54,622
1030	Accrued Compensation	0	1,089	800	1,300
1040	Overtime	859	1,112	0	0
2010	FICA Taxes	3,656	3,879	4,046	4,278
2020	Retirement Contributions	8,112	8,769	9,286	10,385
2030	Life & Health Insurance	4,849	10,114	9,727	10,198
2035	Dental Insurance	235	0	0	421
2040	Workers' Compensation	122	105	79	62
	Total Personnel Services	$ 65,023	$ 74,035	$ 76,021	$ 81,265
Operating Expense					
3490	Contractual Fees	$ 0	$ 0	$ 0	$ 2,500
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	0	0	0	0
4020	Travel and Education	3,673	3,852	5,500	5,500
4110	Communications	68,854	80,939	70,000	0
4120	Freight and Postage	20	28	100	100
4410	Equipment Rental	5,602	3,345	4,000	5,000
4651	Vehicle Parts	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	1,785	0	0	0
4810	Advertising	2,118	4,735	2,200	2,200
4990	Miscellaneous Expenses	979	2,945	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4002		Division:	Director's Office		
		2021/22 Actual	**2022/23 Actual**	**2023/24 Approved**	**2024/25 Proposed**
Operating Expense contd.					
5110	Office Supplies	3,307	2,989	4,000	4,000
5120	EDP Supplies	0	30	1,000	1,000
5150	Miscellaneous Equipment	0	149	0	0
5210	Gas and Oil	2,413	2,023	1,860	2,200
5231	Safety Supplies	688	927	1,000	1,000
5232	Other Supplies	1,141	2,111	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	515	563	500	500
	Total Operating Expense	$91,096	$104,635	$91,160	$25,000
Capital Outlay					
6410	Office Equip & Machinery	$ 553	$ 2,815	$ 0	$ 0
6430	Heavy Equipment	0	2,981	0	0
	Total Capital Outlay	$ 553	$ 5,796	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 156,672**	**$ 184,466**	**$ 167,181**	**$ 106,265**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Public Works
Fund/Division Number: 4003	Division:	Fleet Maintenance

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Fleet Manager	1	1	1	1
Garage Foreman	1	1	1	1
Auto Mechanic	4	4	4	4
Diesel Mechanic	1	1	1	1
Master Mechanic	2	2	2	2
Senior Storekeeper	1	1	1	1
Total Budgeted Staffing Level	10	10	10	10

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 436,551	$ 449,672	$ 583,822	$ 609,934
1030	Accrued Compensation	7,825	2,664	4,900	5,000
1040	Overtime	21,628	45,036	4,000	7,000
2010	FICA Taxes	34,157	36,767	45,343	47,578
2020	Retirement Contributions	73,837	71,715	81,551	90,475
2030	Life & Health Insurance	87,634	94,551	117,424	123,130
2035	Dental Insurance	4,677	4,552	5,724	6,296
2040	Workers' Compensation	16,993	15,858	12,151	10,946
	Total Personnel Services	$ 683,300	$ 720,817	$ 854,915	$ 900,359
Operating Expense					
3490	Contractual Fees	$ 4,692	$ 1,256	$ 5,000	$ 5,000
3495	Temporary Employee Services	12,228	17,311	0	0
4020	Travel and Education	2,052	2,695	3,500	3,500
4410	Equipment Rental	2,328	1,796	3,000	3,000
4651	Vehicle Parts	16,601	33,974	4,700	4,700
4652	Tires, Tubes & Batteries	152	24,474	0	0
4660	Equipment Maintenance	319	46	1,500	1,500
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4003		Division:	Fleet Maintenance		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	814	1,809	1,000	1,000
5120	EDP Supplies	0	0	250	250
5150	Miscellaneous Equipment Expense	0	47	0	0
5210	Gas and Oil	11,020	11,262	7,150	13,000
5230	Cleaning Supplies	48	0	750	750
5231	Safety Supplies	1,272	612	1,000	1,000
5232	Other Supplies	7,132	8,787	5,000	5,000
5250	Uniforms	5,523	6,114	7,000	7,000
5260	Expendable Tools	1,776	995	2,000	2,000
5410	Books,Pubs,Subscriptions & Mbrshp	475	503	500	500
	Total Operating Expense	$ 66,431	$ 111,680	$ 42,350	$ 48,200
Capital Outlay					
6410	Office Equipment & Mach	$ 0	$ 695	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 0	$ 695	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 749,731**	**$ 833,192**	**$ 897,265**	**$ 948,559**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works
Fund/Division Number: 4004		Division:	Facilities Maintenance

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Facilities Maint Technician Asst.	3	3	3	3
Electrician	1	1	1	1
Facilities Maint Technician	3	3	3	3
Maint Repair Worker	3	3	3	3
Total Budgeted Staffing Level	12	12	12	12

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 479,029	$ 542,917	$ 581,442	$ 619,422
1030	Accrued Compensation	2,420	4,297	4,000	4,000
1040	Overtime	52,931	59,311	7,076	7,000
2010	FICA Taxes	39,107	44,711	45,328	48,227
2020	Retirement Contributions	81,015	93,193	94,811	117,069
2030	Life & Health Insurance	120,181	139,707	141,649	148,533
2035	Dental Insurance	6,299	6,257	6,254	6,657
2040	Workers' Compensation	23,571	23,286	19,910	17,577
	Total Personnel Services	$ 804,552	$ 913,680	$ 900,470	$ 968,485
Operating Expense					
3490	Contractual Fees	$ 240,187	$ 205,615	$ 250,000	$ 250,000
3495	Temporary Employee Services	102,663	105,099	0	0
4020	Travel & Education	0	0	0	0
4410	Equipment Rental	1,210	3,193	2,000	2,000
4610	Building Maintenance	8,310	7,981	25,000	25,000
4620	Building Repair Supplies	200,849	229,448	150,000	150,000
4630	Air Condition Maintenance	10,471	10,377	15,000	15,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General			Department:	Public Works		
Fund/Division Number: 4004			Division:	Facilities Maintenance		
			2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.						
4650	Vehicle Maintenance		0	0	0	0
4651	Vehicle Parts		4,557	8,506	5,000	5,000
4652	Tires, Tubes & Batteries		0	8,711	0	0
4990	Miscellaneous Expenses		0	548	0	0
5110	Office Supplies		0	0	0	0
5150	Misc Equipment Expense		0	0	0	0
5210	Gas and Oil		24,484	24,140	14,000	25,000
5230	Cleaning Supplies		38,500	37,670	50,000	40,000
5231	Safety Supplies		705	1,143	1,500	1,500
5232	Other Supplies		3,404	5,217	5,000	5,000
5250	Uniforms		763	1,291	2,000	2,000
5260	Expendable Tools		0	2,317	3,000	3,000
5310	Paint and Sign Supplies		2,993	4,395	10,000	10,000
5410	Books,Pubs,Subscriptions & Mbrshp		0	102	0	0
	Total Operating Expense		$ 639,096	$ 655,752	$ 532,500	$ 533,500
Capital Outlay						
6320	Other Improvements		$ 25,471	$ 3,425	$ 0	$ 0
6445	Other Equipment		0	0	0	0
	Total Capital Outlay		$ 25,471	$ 3,425	$ 0	$ 0
	TOTAL APPROPRIATIONS		**$ 1,469,119**	**$ 1,572,857**	**$ 1,432,970**	**$ 1,501,985**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Public Works
Fund/Division Number: 4005	Division:	Parks & Grounds

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	4	5	5	5
Equipment Operator III	2	2	2	2
Equipment Operator II	2	2	2	2
Maintenance Worker	5	5	5	5
Chief Tree Trimmer	1	1	1	1
Ground Maintenance Specialist	6	6	6	6
Chief Irrigation Specialist	1	1	1	1
Irrigation Specialist	1	1	1	1
Total Budgeted Staffing Level	24	25	25	25

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,017,296	$ 1,092,916	$ 1,139,970	$ 1,204,972
1030	Accrued Compensation	40,400	633	5,900	6,000
1040	Overtime	82,520	126,137	29,000	30,000
2010	FICA Taxes	84,706	90,198	89,878	94,934
2020	Retirement Contributions	173,597	173,160	168,778	195,667
2030	Life & Health Insurance	246,989	262,995	257,264	276,141
2035	Dental Insurance	14,792	13,001	13,258	14,915
2040	Workers' Compensation	49,980	48,339	39,828	33,630
	Total Personnel Services	$ 1,710,278	$ 1,807,379	$ 1,743,876	$ 1,856,259
Operating Expense					
3490	Contractual Fees	$ 133,907	$ 136,563	$ 175,000	$ 175,000
3495	Temporary Employee Services	280,912	233,954	60,000	60,000
4020	Travel and Education	0	2,815	3,000	3,000
4310	Utilities	387,562	384,949	400,000	400,000
4410	Equipment Rental	2,550	2,974	3,500	3,500
4650	Vehicle Maintenance	7,627	201	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4005		Division:	Parks & Grounds		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4651	Vehicle Parts	52,851	38,308	40,000	40,000
4652	Tire, Tubes & Batteries	1,805	13,802	0	0
4990	Miscellaneous Expenses	24	479	500	500
5210	Gas and Oil	87,369	87,642	88,000	88,000
5231	Safety Supplies	4,086	3,372	3,000	3,000
5232	Other Supplies	73,353	30,170	40,000	40,000
5241	Horticultural Supplies	21,072	24,183	40,000	40,000
5242	Chemicals	0	9,600	15,000	15,000
5250	Uniforms	462	1,621	2,500	2,500
5260	Expendable Tools	0	0	0	0
5270	Parks Supplies	50,732	39,517	55,000	55,000
5410	Books,Pubs,Subscriptions & Mbrshp	475	901	500	500
	Total Operating Expense	$ 1,104,788	$ 1,011,049	$ 926,500	$ 926,500
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 15,882	$ 0	$ 0
6440	Vehicles	0	0	0	0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 15,882	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,815,066**	**$ 2,834,311**	**$ 2,670,376**	**$ 2,782,759**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department: Public Works
Fund/Division Number: 4006	Division: Streets

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level					
	Supervisor	1	1	1	1
	Foreman II	1	1	1	1
	Foreman I	2	2	2	2
	Equipment Operator IV	1	1	1	1
	Equipment Operator III	5	6	6	6
	Maintenance Repair Worker	4	4	4	4
	Maintenance Worker	2	2	2	2
	Sign Maintenance Technician	1	1	1	1
	Total Budgeted Staffing Level	17	18	18	18

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 660,470	$ 753,072	$ 840,429	$ 890,130
1030	Accrued Compensation	3,530	24,839	6,000	6,000
1040	Overtime	92,340	113,321	35,000	35,000
2010	FICA Taxes	56,028	66,287	67,429	71,231
2020	Retirement Contributions	119,441	134,311	146,315	149,485
2030	Life & Health Insurance	158,841	176,775	198,256	196,541
2035	Dental Insurance	8,669	7,705	8,216	8,342
2040	Workers' Compensation	94,453	90,836	75,010	70,114
	Total Personnel Services	$ 1,193,772	$ 1,367,146	$ 1,376,655	$ 1,426,843
Operating Expense					
3490	Contractual Fees	$ 17,013	$ 20,388	$ 50,000	$ 50,000
3495	Temporary Employee Services	67,965	57,851	0	0
4020	Travel & Education	1,000	2,526	7,500	7,500
4110	Communications	0	0	0	0
4310	Utilities	327,295	490,171	325,000	425,000
4320	Street Light Energy	552,770	501,381	575,000	575,000
4410	Equipment Rental	9,465	3,314	15,000	25,000
4651	Vehicle Parts	31,776	46,409	30,000	30,000
4652	Tires, Tubes & Batteries	488	16,677	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4006		Division:	Streets		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	3,064	941	3,500	3,500
5210	Gas and Oil	63,951	57,846	58,500	58,500
5231	Safety Supplies	3,408	2,973	3,000	3,000
5232	Other Supplies	3,564	3,985	3,500	3,500
5242	Chemicals	449	0	2,500	2,500
5250	Uniforms	534	939	1,500	1,500
5260	Expendable Tools	4,116	3,389	5,000	5,000
5310	Paint & Sign Supplies	30,149	8,429	35,000	35,000
5330	Surface Patching	27,645	48,197	45,000	45,000
5340	Street Supplies	41,943	50,493	50,000	50,000
5350	Sidewalk/Curb Supplies	29,126	30,574	30,000	30,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	0
	Total Operating Expense	$ 1,215,722	$ 1,346,483	$ 1,240,000	$ 1,350,000
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 0	$ 0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,409,494**	**$ 2,713,628**	**$ 2,616,655**	**$ 2,776,843**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Engineering
Fund/Division Number: 4400	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Asst. City Engineer/Manager	1	1	1	1
Stormwater Engineer Supervisor	1	1	1	1
Projects Coordinator	1	1	1	2
Chief Design Drafter	1	1	1	1
Supervisor, Engineering Inspector	1	1	1	1
SMU Technical Assistant/GIS	1	1	1	1
Executive Assistant	1	1	1	1
Traffic Operations Adminstrator	1	1	1	1
Engineering Services Specialist	0	0	1	1
City Engineer	1	1	1	0
Total Budgeted Staffing Level	9	9	10	10

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 648,124	$ 748,134	$ 845,243	$ 828,629
1030	Accrued Compensation	3,917	53,532	6,000	4,000
1040	Overtime	4,165	0	5,000	5,000
2010	FICA Taxes	48,306	59,293	66,329	64,079
2020	Retirement Contributions	77,721	91,902	92,324	132,560
2030	Life & Health Insurance	100,608	122,891	132,375	129,393
2035	Dental Insurance	5,093	5,123	5,503	5,573
2040	Workers' Compensation	15,047	15,381	16,720	19,010
	Total Personnel Services	$ 902,980	$ 1,096,256	$ 1,169,494	$ 1,188,244
Operating Expense					
3490	Contractual Fees	$ 102,969	$ 103,037	$ 150,000	$ 185,000
3492	FDOT/Closed Loop	142,944	228,441	266,520	275,000
4010	Car Allowance	8,400	10,800	10,800	5,400
4020	Travel and Education	480	0	1,000	1,000
4030	Conferences	0	0	0	0
4110	Communications	9,078	14,655	13,000	0
4120	Freight and Postage	79	470	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Engineering		
Fund/Division Number: 4400		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense					
4410	Equipment Rental	5,407	3,879	8,000	8,000
4650	Vehicle Maintenance	53	0	500	500
4651	Vehicle Parts	1,923	0	1,500	1,500
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	500	500
4810	Advertising	0	206	500	500
4990	Miscellaneous Expenses	1,258	1,213	1,000	1,000
5110	Office Supplies	4,883	4,133	4,300	4,300
5120	EDP Supplies	686	407	1,000	1,000
5150	Misc. Equipment Expense	0	0	0	0
5210	Gas and Oil	3,877	4,496	4,200	4,700
5231	Safety Supplies	53	0	0	0
5232	Other Supplies	0	(42)	0	0
5250	Uniforms	738	0	0	0
5260	Expendable Tools	0	0	0	0
5320	Traffic Signal Materials	56,012	27,696	75,000	100,000
5410	Books,Pubs,Subscriptions & Mbrshp	412	2,078	250	250
	Total Operating Expense	$ 339,250	$ 401,468	$ 538,570	$ 589,150
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,242,230**	**$ 1,497,724**	**$ 1,708,064**	**$ 1,777,394**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Admin. Servcs./Recreation
Fund/Division Number: 4504	Division:	Leisure Services

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Leisure Services Manager	0	0	0	1
Facilities Program Specialist	2	2	2	4
Tram Operator (PT)	3	2	2	2
Recreation Coordinator	1	1	1	0
Recreation Specialist	0	1	1	0
Trolley Operator (PT)	1	0	0	0
Total Budgeted Staffing Level	7	6	6	7

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 137,716	$ 145,937	$ 256,528	$ 358,756
1030	Accrued Compensation	2,196	2,485	1,500	1,500
1040	Overtime	0	928	0	0
2010	FICA Taxes	10,185	10,925	19,739	27,560
2020	Retirement Contributions	24,005	25,557	45,310	57,657
2030	Life & Health Insurance	29,920	34,666	44,558	76,160
2035	Dental Insurance	1,550	1,342	1,737	2,801
2040	Workers' Compensation	4,833	3,744	3,116	3,540
	Total Personnel Services	$ 210,404	$ 225,585	$ 372,487	$ 527,973
Operating Expense					
3490	Contractual Services	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	44,766	43,415	30,000	30,000
4020	Travel & Education	0	0	0	0
4110	Communications	18,402	23,241	20,000	0
4120	Postage & Freight	11	125	0	0
4540	Insurnace/Liability & Property	5,794	3,625	0	0
4560	Insurance/Special Events	16,088	14,435	10,000	18,000
4610	Building Maintenance	3,034	3,080	5,000	5,000
4611	Janitorial Services	13,584	(14,752)	15,000	15,000
4620	Building Supplies	543	4,471	500	500
4651	Vehicle Parts	204	10	1,000	1,000
4675	Software Maintenance	341	418	1,000	1,000
4710	Reproduction	0	0	0	0
4810	Advertising	0	0	750	750
4940	Bad Debt/Loss Expense	0	0	0	0
4960	Administrative Charge	8,050	9,470	10,000	15,000
4990	Miscellaneous Expenses	953	1,724	1,000	1,000
4992	Youth Activities	176,003	132,176	150,000	150,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Admin. Servcs./Recreation		
Fund/Division Number: 4504		Division:	Leisure Services		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense					
5110	Office Supplies	3,331	1,549	3,000	3,000
5120	EDP Supplies	0	50	0	0
5150	Misc. Equipment Exp.	4,543	11,035	3,500	3,500
5210	Gas & Oil	422	596	600	600
5232	Other Supplies	1,969	2,808	2,500	2,500
5410	Books,Pubs,Subscriptions & Mbrshp	40	0	0	0
	Total Operating Expense	$ 298,076	$ 237,475	$ 253,850	$ 246,850
Capital Outlay					
3495	Temporary Employee Services	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 508,480**	**$ 463,060**	**$ 626,337**	**$ 774,823**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salary & Wages	$0	$21,552	$0	$0
1030	Accrued Compensation	0	0	0	0
2010	FICA Taxes	0	1,649	0	0
2020	Retirement/General Members	0	0	0	0
2025	Retirement/Police Officers	453,086	544,239	455,000	545,000
2030	Life & Health Insurance	202,951	204,267	100,800	225,000
	Total Personnel Services	$ 656,037	$ 771,707	$ 555,800	$ 770,000
Operating Expense					
3110	Insurance Consultant	$ 25,831	$ 250	$ 25,000	$ 25,000
3190	Consultant Fees	2,250	43,850	5,000	5,000
3200	Accounting and Auditing	31,995	34,812	40,000	42,500
3490	Contractual Fees	258,814	273,538	250,000	275,000
4110	Communications	70,406	78,611	90,000	0
4120	Freight and Postage	22,219	8,291	25,000	25,000
4310	Utilities	506,025	539,354	500,000	575,000
4410	Equipment Rental	51,635	146,101	75,000	75,000
4510	Insurance & Fidelity Bond	1,001,619	1,079,208	1,425,000	1,500,000
4530	Fla. Unemploy. Comp Fund	3,408	7,383	5,000	5,000
4540	Workers' Comp. Claims	0	0	5,000	5,000
4550	Liability & Property Claims	0	0	1,000	1,000
4590	Property Damage Reimb	7,444	0	7,500	7,500
4650	Vehicle Maintenance	35,846	48,882	40,000	75,000
4651	Vehicle Parts	(4,601)	0	0	0
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	215,962	214,551	200,000	220,000
4710	Reproduction	1,218	796	1,200	1,200
4810	Advertising	0	0	0	0
4925	Computer Loans	13,237	15,058	15,000	15,000
4935	Disaster Charges	0	0	0	0
4936	Emergency Supplies	9,500	9,996	0	0
4940	Bad Debt Expense	5,559	2,269	0	0
4945	Refunds	1,852	0	0	0
4947	Wellness	24,625	9,547	15,000	0
4950	Settlements	0	0	0	0
4960	Administrative Charges	490	1,654	1,500	1,700

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4970	Inventory Adjustments	6,771	(78)	3,500	3,500
4980	Contingency	0	0	220,055	270,714
4985	Tax Increment Financing	3,814,185	4,511,973	6,002,772	6,693,091
4986	Stormwater Fees	76,335	76,282	77,000	77,000
4990	Miscellaneous Expenses	39,862	55,418	50,000	50,000
4993	Keep Ft. Pierce Beautiful	15,854	21,335	15,000	15,000
5110	Office Supplies	1,909	758	0	0
5150	Miscellaneous Equipment	80	48,273	0	0
5210	Gas & Oil	(880)	(2,058)	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	18,367	23,822	15,000	25,000
	Total Operating Expense	$ 6,257,819	$ 7,249,876	$ 9,109,527	$ 9,988,205
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6310	Roads & Bridges	5,300	151,609	0	0
6315	Infrastructure Sales Tax Projects	2,644,418	3,090,283	2,650,000	3,000,000
6320	Other Structures & Facilities	59,801	30,077	600,000	0
6410	Office Equipment & Machinery	75,173	82,748	525,000	600,000
6420	Furniture & Furnishing	0	0	0	0
6430	Heavy Equipment	0	91,166	0	0
6440	Vehicles	0	0	0	0
6445	Other Equipment	0	117,712	200,000	650,000
	Total Capital Outlay	$ 2,784,693	$ 3,563,596	$ 3,975,000	$ 4,250,000
Grants and Aids					
8230	Economic Development Co	$ 40,000	$ 40,000	$ 40,000	$ 40,000
8255	Chamber of Commerce	31,500	31,500	35,000	35,000
8270	SLC Council on Aging	15,000	15,000	15,000	15,000
8392	Special Events:				
	Sights & Sounds Parade	15,000	15,000	15,000	15,000
	Christmas Decorations	125,028	57,061	125,000	125,000
	Fireworks	41,500	39,500	43,000	43,000
	Miscellaneous Special Events	0	20,975	0	0
	Mainstreet	25,000	0	0	50,000
	Lincoln Park Mainstreet	0	0	10,000	50,000
	United For Animals	10,000	10,000	10,000	10,000
	Youth & Crime Prevention Activities	5,000	2,087	10,000	10,000
	Jazz on Moore's Creek	0	0	0	10,000
	Juneteenth Festival	0	0	0	20,000
8410	Community Projects	7,155	3,510	20,000	25,000
8411	Community Housing	0	0	125,000	125,000
	Total Grants and Aids	$ 315,183	$ 234,633	$ 448,000	$ 573,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
NON-OPERATING EXPENDITURES					
9130	Debt Service Series 2010 B	421,376	0	0	0
9166	Capital Reserve Loan-HUD	9,124	0	200,222	0
9179	Debt Service Series 2019	2,297,250	2,295,000	2,294,500	2,285,500
9176	Debt Service Series 2020A/2014 Energy	68,631	420,893	749,307	739,647
9178	Debt Service Series 2020B/2016 Series	892,602	542,470	0	0
9179	Debt Service Series 2020C/2018 Series	573,110	571,900	566,515	564,383
9180	Capital Leases- White Fleet	394,687	408,357	500,000	700,000
9180	Capital Leases- Police Fleet	701,076	852,147	1,025,000	1,400,000
9184	Special Revenue/Police Grant	130,905	0	50,000	50,000
9186	Special Revenue/103 CDBG	100,000	0	0	0
9187	Special Revenue/106 Grants	0	0	75,000	220,000
9199	Transfer to Stormwater	196,468	0	0	0
9300	Transfer to Animal Shelter	0	0	199,500	300,000
	Total Non-Operating	$ 5,785,229	$ 5,090,767	$ 5,660,044	$ 6,259,530
	TOTAL ADMINISTRATIVE	**$ 15,798,961**	**$ 16,910,579**	**$ 19,748,371**	**$ 21,840,735**
TOTAL GENERAL FUND APPROPRIATIONS		**$ 52,103,050**	**$ 53,460,699**	**$ 58,887,439**	**$ 64,668,104**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants			
Fund/Division Number: 101-3005	Division:				
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Interfund Grants					
331 20 16	COPS-CHRP	$ 679,839	$ 361,828	$ 0	$ 0
331 20 59	FDLE 2013-JAGC - STLU-1-D7-180	3,262	3,106	0	0
331 20 30	VOCA	103,830	164,023	168,440	143,130
331 20 35	OJP Bullet Proof Vests	18,019	10,167	0	0
331 20 36	OJP Bullet Proof Vests '22	0	0	68,572	0
331 20 37	OJP Bullet Proof Vests '23	0	0	28,900	28,900
331 20 38	OJP Bullet Proof Vests '24	0	0	0	24,300
331 20 50	IRSC- College Policing	94,000	94,000	94,000	94,000
331 20 59	FDLE 2020-JAGC - STLU	127,014	26,627	0	0
331 21 00	Other Federal Grants	24,143	43,659	0	0
334 20 61	OJP Bullet Proof Vests	7,115	14,090	0	0
334 20 66	FDOT Grant	0	0	0	18,809
334 90 00	PSN22	0	0	0	75,000
334 90 00	DOJ BJA FY'21 Byrne Grant County Share	10,393	0	0	0
334 90 00	DOJ JAG Shared w/SLC	0	0	0	31,524
334 90 00	FDLE Human Trafficking	0	0	0	100,000
334 90 00	DOJ JAG 24 grant	0	0	0	25,000
334 90 00	FDLE NIBRS Grant	0	0	364,747	364,748
334 90 00	FDLE Project Safe Neighborhood	0	0	111,597	0
334 90 00	IPTM/University of North Florida	0	0	15,972	0
334 90 00	COPS Micro 23	0	0	0	46,518
334 90 00	COPS Micro 24	0	0	0	175,000
	Total Interfund Grants	$ 1,067,615	$ 717,499	$ 852,228	$ 1,126,929
Miscellaneous Revenue					
361 10 00	Interest on Investments	$ 0	$ 0	$ 0	$ 0
366 90 00	Other Contribution/Donation	0	0	0	0
369 40 00	Reimb.-Contract Svcs.	0	0	0	0
	Total Miscellaneous Revenues	$ 0	$ 0	$ 0	$ 0
Interfund Transfers					
381 01 00	Transfer from General (Grant)	$ 130,905	$ 161,041	$ 50,000	$ 50,000
381 91 00	FPRA	10,000	133,318	0	0
	Total Interfund Transfers	$ 140,905	$ 294,359	$ 50,000	$ 50,000
	TOTAL RESOURCES	**$ 1,208,520**	**$ 1,011,859**	**$ 902,228**	**$ 1,176,929**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants
Fund/Division Number: 101-3005	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Victim Advocate	2	3	3	3
Police Officer	6	6	1	1
Rich House Counselor	0	0	0	2
Police Crime Analyst	0	1	0	0
Total Budgeted Staffing Level	8	10	4	6

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 338,943	$ 414,041	$ 245,329	$ 259,944
1020	Incentive Pay	1068	3,651	0	0
1030	Accrued Compensation	1,024	0	0	0
1040	Overtime	14,866	20,508	5,000	0
1050	Holiday Overtime	22,702	22,682	0	0
2010	FICA Taxes	28,353	34,656	19,150	19,886
2020	Retirement/General	14,909	24,211	28,828	48,272
2020	Retirement/Police	38,182	46,556	14,586	0
2030	Life & Health Insurance	55,274	57,617	34,929	46,820
2035	Dental Insurance	2,974	2,788	1,145	1,902
2040	Workers' Compensation	8,327	10,596	2,942	286
	Total Personnel Services	$ 526,620	$ 637,307	$ 351,909	$ 377,109
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	94,000	94,000	0	120,146
4020	Travel and Education	26	0	5,000	0
4110	Communications	0	147	500	0
4410	Equipment Rental	0	0	0	6,120
4675	Software Maintenance	5,722	2,000	5,000	50,000
4945	Refunds	0	0	0	0
4990	Misc. Expenses	11,599	1,579	0	950
4999	Unallocated	0	0	118,894	93,174

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants
Fund/Division Number: 101-0000	Division:	

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, cont'd.					
5110	Office Supplies	17,701	695	5,000	5,000
5150	Misc. Equipment	101	0	500	0
5250	Uniforms	0	0	500	0
5251	Military Supplies	39,779	48,512	97,471	53,200
5430	Law Enforcement Education	3,107	1,432	0	0
	Total Operating Expense	$ 172,035	$ 148,365	$ 232,865	$ 328,590
Capital Outlay					
6410	Office Equip & Machinery	$ 156,807	$ 70,474	$ 317,454	$ 296,230
6420	Furniture &Fixtures	4,808	0	0	0
6440	Vehicles	69,599	0	0	175,000
	Total Capital Outlay	$ 231,214	$ 70,474	$ 317,454	$ 471,230
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9111	Transfer to Police FPRA	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 929,869**	**$ 856,146**	**$ 902,228**	**$ 1,176,929**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund Fund/Division Number: 101-3007		Department: Division:	Police Grants/FPRA		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Intergovernmental					
347 89	COPS Hiring Grant-2020	$ 279,734	$ 161,041	$ 0	$ 0
	American Rescue Plan	0	0	0	0
	Total Interfund Transfers	$ 279,734	$ 161,041	$ 0	$ 0
Transfers					
	Transfer from FPRA	$ 115,115	$ 133,318	$ 446,513	$ 939,361
	Total Interfund Transfers	$ 115,115	$ 133,318	$ 446,513	$ 939,361
	TOTAL RESOURCES	**$ 394,849**	**$ 294,359**	**$ 446,513**	**$ 939,361**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants/FPRA
Fund/Division Number: 101-3007	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Police Officer	5	5	5	10
Total Budgeted Staffing Level	5	5	5	10

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 249,186	$ 273,811	$ 296,650	$ 625,793
1020	Incentive Pay	1,068	3,651	0	0
1030	Accrued Compensation	0	0	0	0
1040	Overtime	12,865	18,717	5,000	10,000
1050	Holiday Overtime	22,702	22,682	0	0
2010	FICA Taxes	21,397	23,924	23,076	48,638
2020	Retirement/Police	38,182	46,556	51,069	113,849
2030	Life & Health Insurance	41,708	45,509	43,554	74,232
2035	Dental Insurance	2,329	2,317	2,758	5,184
2040	Workers' Compensation	6,415	7,863	9,381	16,721
	Total Personnel Services	$ 395,852	$ 445,031	$ 431,488	$ 894,418
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	0	0	0	0
4020	Travel and Education	0	0	0	0
4110	Communications	0	0	5,000	5,000
4675	Software Maintenance	0	0	0	0
4945	Refunds	0	0	0	0
4990	Misc. Expenses	0	0	0	0
4999	Unallocated	0	0	3,525	443

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund Fund/Division Number: 101-3007	Department: Division:	Police Grants/FPRA		
	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, cont'd.				
5110 Office Supplies	0	0	0	0
5250 Uniforms	3,250	5,040	4,500	4,500
5251 Military Supplies	0	0	2,000	2,000
5430 Law Enforcement Education	0	0	0	0
Total Operating Expense	$ 3,250	$ 5,040	$ 15,025	$ 11,943
Capital Outlay				
6410 Office Equip & Machinery	$ 0	$ 0	$ 0	$ 33,000
6440 Vehicles	0	0	0	0
Total Capital Outlay	$ 0	$ 0	$ 0	$ 33,000
Transfers				
9110 Transfer to General	$ 0	$ 0	$ 0	$ 0
Total Transfers	$ 0	$ 0	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 399,102**	**$ 450,071**	**$ 446,513**	**$ 939,361**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Urban Redevelopment Fund/Division Number: 104-0000	Department: Urban Redevelopment Division: FPRA

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Taxes					
311 10	Ad Valorem Taxes	$ 7,923,864	$ 9,391,986	$ 11,899,370	$ 13,237,537
	Total Taxes	$ 7,923,864	$ 9,391,986	$ 11,899,370	$ 13,237,537
Licenses and Permits					
329 20	Lot Clearing Permits	$ 1,372	$ 3,869	$ 500	$ 2,500
	Total Licenses and Permits	$ 1,372	$ 3,869	$ 500	$ 2,500
Intergovernmental					
343 91	Admin Charge - Liens	$3,825	$2,306	$0	$0
347 54	Marina Dockage	12,178	5,189	12,300	5,000
384 90	Other Grants	1,544	0	0	0
	Total Intergovernmental	$ 17,547	$ 7,494	$ 12,300	$ 5,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 377	$ 3,953	$ 500	$ 500
362 14	Leases	333,286	374,415	300,000	350,000
363 10	Liens	0	32,362	1,000	1,000
369 31	Reimburse of Expenditures	508	2,245	500	500
369 45	Sale of Surplus Land	0	0	0	0
369 90	Other Misc. Revenues	0	0	500	500
	Total Miscellaneous Revenues	$ 334,170	$ 412,974	$ 302,500	$ 352,500
Transfers					
	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
	Transfer from Construction Fund	0	0	0	0
	Transfer from Restricted Fund	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$ 8,276,953**	**$ 9,816,324**	**$ 12,214,170**	**$ 13,597,537**
	Fund Balance Appropriation	(553,782)	(2,333,348)	0	0
	TOTAL RESOURCES	**$ 7,723,171**	**$ 7,482,976**	**$ 12,214,170**	**$ 13,597,537**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Fort Pierce Redevelopment Agency	Department: City Manager
Fund/Division Number: 104-0000	Division: FPRA

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Total Budgeted Staffing Level	0	0	0	0

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
Total Personnel Services		$ 0	$ 0	$ 0	$ 0
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	$ 0
3190	Consultant Fees	147,940	11,775	0	250,000
3200	Accounting & Auditing	8,000	8,000	9,000	9,540
3440	Demolition	21,730	0	0	0
3468	Marina Operation	5,247	0	6,000	0
3490	Contractual Fees	232,232	285,405	500,000	695,000
4020	Travel & Education	4,278	8,615	10,000	20,000
4110	Communications	0	0	0	0
4120	Freight and Postage	0	0	600	500
4310	Utilities	32,574	31,939	30,000	40,000
4410	Equipment Rental	3,693	0	0	0
4430	Land Lease	84,255	120,296	60,000	125,000
4510	Insurance	130,270	64,199	192,000	200,000
4620	Site Maintenance	86,630	98,533	125,000	125,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	0	0	0
4675	Software Maintenance	0	1,226	0	0
4720	Outside Printing	0	0	0	0
4810	Advertising	880	851	5,000	5,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Fort Pierce Redevelopment Agency	Department:	City Manager
Fund/Division Number: 104-0000	Division:	FPRA

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, cont'd					
4911	Loan Interest	0	0	0	0
4940	Bad Debts	0	0	0	0
4960	Administrative Fees	175,000	175,000	175,000	181,000
4980	Contingency	0	0	87,292	300,000
4985	Real Estate Taxes	36,753	37,064	45,000	45,000
4990	Miscellaneous Expenses	1,451	45	10,000	0
5110	Office Supplies	0	0	0	0
5120	EDP Supplies	0	0	0	0
5210	Gas and Oil	47	0	0	0
5410	Books, Pubs, Subscriptions & Mbrshp	2,045	2,670	2,500	5,000
	Total Operating Expense	$ 973,026	$ 845,618	$ 1,257,392	$ 2,001,040
Capital Outlay					
6100	Land	$ 0	$ 0	$ 0	$ 0
6200	Buildings	0	46,327	1,150,000	390,583
6310	Roads & Bridges	0	145,752	1,750,000	350,000
6320	Other improvements	43,120	209,726	400,000	788,252
6410	Office Equip & Machinery	23,738	122,673	0	0
6440	Office Equip & Machinery/Vehicle	0	47,000	0	0
	Total Capital Outlay	$ 66,858	$ 571,479	$ 3,300,000	$ 1,528,835
Other Programs & Projects					
8340	Other Grants & Aids	$ 13,400	$ 136,965	$ 400,000	$ 997,671
8347	Community Policing	250,875	350,060	525,000	1,015,000
8392	Youth Activities	20,000	26,000	0	100,000
	Total Programs & Projects	$ 284,275	$ 513,026	$ 925,000	$ 2,112,671
Transfers					
90 01	General-Debt Service (2010B)	$ 421,376	$ 0	$ 0	$ 0
90 01	General-Debt Service/(2019A)	2,067,525	2,065,500	2,065,050	2,056,950
9118	Debt Service 2015A	1,619,200	1,621,440	1,622,400	1,622,080
9119	Debt Service 2015B	896,600	0	0	0
9120	Debt Service 2020B2-Land	247,251	150,264	0	0
9121	Debt Service 2021	0	829,200	836,000	836,600
9166	Sunrise Theatre	450,000	450,000	500,000	500,000
9167	General	581,945	168,484	1,262,315	2,000,000
9184	Special Revenue Fund	0	267,966	0	0
9189	Police Grants/FPRA	115,115	0	446,513	939,361
	Total Transfers	$ 6,399,012	$ 5,552,854	$ 6,732,278	$ 7,954,991
	TOTAL APPROPRIATIONS	**$ 7,723,171**	**$ 7,482,976**	**$ 12,214,670**	**$ 13,597,537**

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
CDBG REVENUE					
331 90	Entitlement Grant	$ 500,396	$ 596,016	$ 564,875	$ 529,209
334 50	Program Income	0	0	0	0
361 39	Other Interest Earnings	82	560	500	500
366 00	Contributions from Private Sources	0	0	0	0
369 31	Reimbursement of Expenditures	8,368	0	5,000	0
	CDBG Carry Over Funding	42,142	257,729	366,304	251,062
	Total REVENUE	**$ 550,987**	**$ 854,305**	**$ 936,679**	**$ 780,771**
TRANSFERS					
369 41	Contractual Svc./CDBG	$ 0	$ 0	$ 0	$ 0
369 42	Contractual Svc./SHIP	0	0	0	0
369 43	Contractual Svc./Grants Admin.	37,500	0	0	0
369 30	Settlement	0	0	0	0
381 10	Transfer from General	100,000	60,000	100,000	220,000
381 11	Transfer from FPRA	0	0	0	0
	Total TRANSFERS	**$ 137,500**	**$ 60,000**	**$ 100,000**	**$ 220,000**
	Total CDBG REVENUE	**$ 688,487**	**$ 914,305**	**$ 1,036,679**	**$ 1,000,771**

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level					
	Grants Administration Manager	1	1	1	1
	Grant Writer	1	1	1	1
	Community Resource Specialist	1	1	1	1
	Reporting & Grants Specialist	1	1	1	1
	Administrative Assistant	0	0	1	1
	Total Budgeted Staffing Level	**4**	**4**	**5**	**5**

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
10 10	Salaries and Wages	$ 141,632	$ 264,091	$ 309,315	$ 341,781
10 30	Accrued Compensation	0	0	500	500
10 40	Overtime	1,211	1,272	0	0
20 10	FICA Taxes	10,292	19,866	23,701	26,184
20 20	Retirement	24,225	45,395	54,403	63,562
20 30	Life & Health Insurance	22,554	27,033	29,375	36,719
20 35	Dental Insurance	1,146	1,060	1,145	2,440
20 40	Workers' Compensation	465	487	465	377
	Total Personnel Services	**$ 201,526**	**$ 359,203**	**$ 418,904**	**$ 471,562**
CDBG Department Expenditures					
	Administrative				
32 00	Accounting & Auditing	0	811	875	890
34 90	Administrative-Contractual	79,223	5,520	0	0
49 60	Administrative Expenses	27,034	33,367	55,000	104,950
	Rehabilitation Department				
83 10	Housing Rehabilitation	$ 25,227	$ 251,499	$ 45,000	$ 150,000
83 30	Senior Citizens Housing	0	0	0	0
83 40	Other Grants & Aids	3,700	14,996	50,000	59,380
83 45	Weatherization	0	0	0	0

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
	Neighborhood Revitalization				
83 80	Lincoln Park Mainstreet	$ 37,500	$ 50,000	$ 50,000	$ 0
83 80	Fort Pierce Mainstreet	37,500	50,000	50,000	0
83 83	Lincoln Park/Orange Ave. Business Dev	0	0	0	0
83 86	Local Art/Cultural Heritage	21,717	38,285	46,900	0
86 86	FPAT	0	0	0	0
83 87	Commercial Facades	0	0	0	0
	Economic Development				
83 88	Micro-Bus/Economic Development	$ 51,201	$ 78,657	$ 60,000	$ 80,000
83 88	Job Fair & Lincoln Park Business Expo	0	0	20,000	20,000
	Public Service				
83 97	Public Facility Improvements	$ 463	$ 9,123	$ 80,000	$ 93,989
83 97	Public Amenities	0	0	0	0
83 88	Public Service Agencies	19,040	0	50,000	20,000
83 98	Youth and Children Projects	0	1,304	0	0
	Total Operating Expenditures	**$ 302,605**	**$ 533,562**	**$ 507,775**	**$ 529,209**
	Grants-Programs & Projects				
83 10	Housing Rehabilitation (Roll-over)	0	0	40,000	0
83 41	Commercial Façade (Roll-over)	0	20,150	25,000	0
83 83	Micro-Bus/Economic Development	0	0	20,000	0
83 86	Local Art/Cultural Heritage	0	0	0	0
83 98	Public Service	0	0	25,000	0
83 99	COVID19 Projects	180,000	0	0	0
	Administrative Expenses	0	0	0	0
	Total Roll-Over Expenditures	**$ 180,000**	**$ 20,150**	**$ 110,000**	**$ 0**
	Capital				
63 10	Road & Bridge Improvement	$ 0	$ 0	$ 0	$ 0
63 20	Other Improvements	0	0	0	0
64 10	Office Equipment & Machinery	4,356	1,390	0	0
64 45	Other Equipment	0	0	0	0
99 99	Unencumbered	0	0	0	0
	Total Capital	**$ 4,356**	**$ 1,390**	**$ 0**	**$ 0**
	TOTAL CDBG APPROPRIATIONS	**$ 688,487**	**$ 914,305**	**$ 1,036,679**	**$ 1,000,771**

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment Fund/Division Number: 103 & 105	Department: CDBG & SHIP Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
SHIP REVENUES					
344 90	SHIP	$ 497,670	$ 377,555	$ 549,324	$ 377,309
334 50	Program Income	50	100	1,000	500
361 10	Interest on Investments	40	334	100	100
369 90	Other Misc. Revenues	34,510	0	0	0
381 90	Program Income HHR	8,851	0	0	0
	Carry Over Funding	(269,853)	148,952	0	0
	Total SHIP Revenue	**$ 271,268**	**$ 526,941**	**$ 550,424**	**$ 377,909**
SHIP EXPENDITURES					
Total Operating Expenses		$ 1,083	$ 3,779	$ 54,932	$ 37,791
Total Grants-Programs &Projects		270,185	523,162	495,492	340,118
	TOTAL SHIP APPROPRIATIONS	**$ 271,268**	**$ 526,941**	**$ 550,424**	**$ 377,909**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Department of Urban Redevelopment	Department:
Fund/Division Number:	Division: Grants Administration

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants					
334 50	Program Income	$ 135,737	$ 16,244	$ 0	$ 0
	Total Intergovernmental	$ 135,737	$ 16,244	$ 0	$ 0
Miscellaneous Revenue					
361 10	Interest on Investments	($13)	$ 301	$ 500	$ 500
361 38	HHRP Loan	2,629	0	2,000	500
369 31	Reimb. Of Expenditures	450	0	0	0
369 90	Other Misc. Revenues	0	0	0	0
	Carry Forward Funding	0	0	530,000	547,133
	Total Miscellaneous Revenues	$ 3,066	$ 301	$ 532,500	$ 548,133
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
381 91	FPRA	0	0	0	0
	Total Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$138,803**	**$ 16,545**	**$ 532,500**	**$ 548,133**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Department of Urban Redevelopment Fund/Division Number:	Department: Division: Grants Administration			
	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services				
10 10 Salaries and Wages	$ 0	$ 0	$ 0	$ 0
10 30 Accrued Compensation	0	0	0	0
10 40 Overtime	0	0	0	0
20 10 FICA Taxes	0	0	0	0
20 20 Retirement	0	0	0	0
20 30 Life & Health Insurance	0	0	0	0
20 35 Dental Insurance	0	0	0	0
20 40 Workers' Compensation	0	0	0	0
Total Personnel Services	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 0	$ 0
4020 Travel & Education	0	0	0	0
4120 Freight and Postage	0	0	100	100
4810 Advertising	0	0	0	0
4960 Administrative Fees	0	0	2,400	2,400
4965 Escrow Expenses	0	0	0	0
4990 Miscellaneous Expenses	100	0	0	0
Programs & Projects	0	0	530,000	545,633
Total Operating Expense	$ 100	$ 0	$ 532,500	$ 548,133
Interfund Transfers				
Transfer to CDBG	$ 37,500	$ 0	$ 0	$ 0
Transfer to SHIP	0	0	0	0
Total Interfund Transfers	$ 37,500	$ 0	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 37,600**	**$ 0**	**$ 532,500**	**$ 548,133**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina		Department: Marina			
Fund/Division Number: 401-0000		Division:			
		2021/22 Actual	**2022/23 Actual**	**2023/24 Approved**	**2024/25 Proposed**
Grants					
331 50	Disaster Relief/Federal	$0	$0	$0	$0
334 39	Physical Environmental Grant	0	0	243,750	243,750
334 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 243,750	$ 243,750
Charges for Services					
347 54	Dockage	$ 1,516,009	$ 1,483,615	$ 1,700,000	$ 1,800,000
347 55	Transient Dockage	743,193	1,102,329	975,000	1,200,000
	Total Charges for Services	$ 2,259,202	$ 2,585,943	$ 2,675,000	$ 3,000,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 108	$ 1,244	$ 2,500	$ 2,500
361 33	Other Investment Interest	0	0	0	0
362 14	Leases	2,331	0	3,500	3,500
362 16	Crabby's Lease	293,339	282,152	200,000	200,000
369 31	Reimburse of Expenditures	0	0	0	0
369 49	Misc Revenues	12,375	15,928	12,000	12,000
369 85	Settlement of Claims	0	22,445	0	0
369 90	Other Misc. Revenue	6,771	0	7,000	7,000
369 91	Gas and Oil Sales	2,044,481	2,072,486	2,300,000	1,950,000
369 92	Electric Utility Sales	134,490	106,733	150,000	150,000
369 93	Utility Fees	68,869	139,369	65,000	65,000
369 94	Soda, Candy & Ice Sales	231,396	241,164	235,000	210,000
369 96	Late Payment Charges	1,480	3,863	3,500	3,500
369 97	Live Aboards	84,736	91,435	85,000	80,000
369 98	Other Miscellaneous Revenues	15,255	15,797	17,500	15,000
	Total Miscellaneous Revenue	$ 2,895,631	$ 2,992,616	$ 3,081,000	$ 2,698,500
	Total Revenue	$ 5,154,834	$ 5,578,559	$ 5,999,750	$ 5,942,250
	Appropriated Retained Earnings	(268,060)	(393,236)	676,543	1,357,024
	TOTAL RESOURCES	**$ 4,886,774**	**$ 5,185,323**	**$ 6,676,293**	**$ 7,299,274**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Marina Director	1	1	1	1
Senior Accounting Analyst	1	1	1	1
Operations Supervisor	1	1	1	1
Assistant Dockmaster	2	2	2	2
Concierge Retailer	1	1	1	1
Dock Attendant	1	1	1	1
Storekeeper (FT)	0	1	1	1
Marine Waterways Enforcement Officer	0	0	2	2
Maintenance Technician	0	0	1	1
Total Budgeted Staffing Level	7	8	11	11

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 318,927	$ 289,946	$ 580,910	$ 587,424
1030	Accrued Compensation	3,830	16,632	6,000	5,000
1040	Overtime	3,830	3,568	5,000	5,000
2010	FICA Taxes	24,957	23,787	45,694	46,116
2020	Retirement Contributions	47,529	37,725	94,628	100,600
2030	Life & Health Insurance	45,343	34,755	106,993	100,829
2035	Dental Insurance	2,404	1,754	4,181	4,419
2040	Workers' Comp.	11,113	10,889	12,835	15,012
	Total Personnel Services	$ 457,933	$ 419,055	$ 856,240	$ 864,399
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 3,000	$ 3,000
3190	Consulting Fees	0	0	0	0
3200	Accounting & Auditing	2,834	2,861	3,100	3,255
3490	Misc. Contract Services	18,220	40,020	111,250	50,000
3495	Temp Employee Svc	310,261	408,035	375,000	325,000
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel & Education	0	797	12,000	12,000
4110	Communications	25,149	27,469	35,000	30,000
4120	Freight and Postage	959	1,125	1,500	1,500

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4310	Utilities	165,076	198,237	175,000	175,000
4410	Equipment Rental	4,129	3,110	4,500	4,500
4430	Land Lease	49,753	77,615	50,000	50,000
4510	Insurance & Fidelity Bond	655,507	774,018	750,000	800,000
4540	FLC Liability & Property	0	64,342	0	70,000
4610	Building Maintenance	8,066	12,635	25,000	15,000
4620	Restroom/Laundry Maint.	0	8,928	4,500	5,000
4630	Pier Maintenance	36,835	55,729	60,000	40,000
4650	Vehicle Maintenance	481	701	900	900
4651	Vehicle Parts	854	628	700	700
4660	Equipment Maintenance	12,382	16,434	13,000	13,000
4670	Computer Maintenance	0	1,014	2,500	2,500
4675	Software Maintenance	31,352	32,338	37,000	37,000
4710	Reproduction	1,652	2,361	1,500	1,500
4810	Advertising	33,033	10,679	40,000	35,000
4920	Cost of Goods Sold Fuel	1,739,290	1,606,668	1,500,000	1,500,000
4930	Cost of Goods Sold	116,547	125,149	120,000	120,000
4940	Bad Debt Expense	0	896	5,000	5,000
4960	Administrative Charges	191,338	233,390	200,000	201,350
4970	Inventory Adjustment	936	0	2,500	2,500
4975	Taxes	18,232	18,101	20,000	20,000
4990	Miscellaneous Expense	105	1,790	5,000	5,000
5110	Office Supplies	5,149	5,297	5,000	5,000
5120	EDP Supplies	17	198	500	500
5150	Misc. Equipment	3,354	9,319	20,500	20,500
5210	Gas and Oil	891	1,277	1,000	1,000
5230	Cleaning Supplies	14,814	13,141	16,000	16,000
5231	Safety Supplies	0	2,166	1,000	1,000
5232	Other Supplies	479	474	500	500
5241	Horticultural Supplies	3,729	1,626	3,500	3,500

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
5250	Uniforms	0	609	2,500	2,500
5260	Expendable Tools	3,806	4,502	2,500	2,500
5410	Books,Pubs,Subscriptions&Mbrshp	1,090	1,285	1,500	1,500
5900	Depreciation	1,104,745	1,100,764	1,104,745	1,101,000
	Total Operating Expense	$ 4,565,266	$ 4,871,129	$ 4,722,595	$ 4,689,605
Capital Outlay					
6200	Building	$ 0	$ 0	$ 28,000	$ 0
6310	Other Improvements	20,022	0	975,000	1,360,000
6320	Other Structures Facility	0	0	0	0
6360	Hurricane Improvements	0	0	10,000	0
6410	Office Equip & Machinery	3,354	4,700	4,000	4,000
6420	Furniture & Furnishings	0	0	1,500	1,500
6445	Other Equipment	0	19,558	225,000	518,050
	Total Capital Outlay	$ 23,376	$ 24,258	$ 1,243,500	$ 1,883,550
Debt Service					
7010	Principal	$ 468,061	$ 485,020	$ 488,595	$ 499,752
7020	Interest	194,420	183,526	173,107	161,159
7030	Other Debt Service Cost	26,809	26,809	25,000	26,809
	Total Debt Service	$ 689,290	$ 695,355	$ 686,702	$ 687,720
Non-Operating Expenses					
9110	Transfer to General	$ 250,000	$ 275,000	$ 275,000	$ 275,000
9200	Loan Principal	0	0	0	0
9300	Loan Interest	5,653	1,290	0	0
	Total Non-Operating Expenses	$ 255,653	$ 276,290	$ 275,000	$ 275,000
	TOTAL APPROPRIATIONS	**$ 5,991,519**	**$ 6,286,087**	**$ 7,784,038**	**$ 8,400,274**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants					
331 50	Disaster Relief/Federal	$ 0	$ 0	$ 0	$ 0
331 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charges for Services					
343 40	Residential Service	$ 3,416,488	$ 3,504,562	$ 3,650,000	$ 3,850,000
343 41	Commercial Service	4,146,509	4,188,851	4,575,000	4,700,000
343 43	Commercial Trash	101,291	101,291	101,300	101,300
343 44	Recycling/Billing	415,238	426,643	400,000	450,000
343 45	Other Income	0	0	0	0
343 46	Recycling Program	9,733	14,608	3,500	5,000
	Total Charges for Services	$ 8,089,259	$ 8,235,954	$ 8,729,800	$ 9,106,300
Miscellaneous Revenue					
361 10	Interest on Investments	$ 43	$ 58	$ 1,000	$ 1,000
361 20	Interest of SBA	0	0	0	0
364 41	Sale of Surplus	0	304	0	0
366 90	Contributions/Private Sources	66,674	312,881	0	0
369 85	Settlement of Claims	0	0	0	0
369 90	Miscellaneous Revenue	2,742	213	0	0
	Total Miscellaneous Revenue	$ 69,459	$ 313,456	$ 1,000	$ 1,000
	Total Revenues	$ 8,158,718	$ 8,549,411	$ 8,730,800	$ 9,107,300
	Appropriated Retained Earnings	429,730	(195,160)	502,667	702,859
	TOTAL RESOURCES	**$ 8,588,448**	**$ 8,354,251**	**$ 9,233,467**	**$ 9,810,159**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste	**Department: Solid Waste**
Fund/Division Number: 402-0000	**Division:**

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Deputy City Manager/Public Works Dir.	0	0	0	1
Deputy Public Works Director	1	1	1	1
Fleet Manager	1	1	1	1
Division Manager	1	1	1	1
Operations Manager-Fleet	1	1	1	1
Executive Assistant	1	1	1	1
Engagement & Outreach Coordinator	0	1	1	1
Administrative Assistant	1	1	2	2
Lead Sanitation Driver	0	0	2	2
Sanitation Driver	22	22	22	22
Maintenance Worker	4	4	4	4
Master Mechanic	1	1	1	1
Garage Foreman	0	1	1	1
Diesel Mechanic	3	2	3	3
Inspector	1	1	1	1
Public Works Director	1	1	1	0
Total Budgeted Staffing Level	38	39	43	43

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,454,790	$ 1,411,030	$ 2,296,440	$ 2,437,472
1030	Accrued Compensation	12,150	78,786	14,700	17,000
1040	Overtime	173,856	214,182	50,000	50,000
2010	FICA Taxes	122,601	124,842	180,325	192,418
2020	Retirement Contributions	222,401	218,694	345,162	398,042
2030	Life & Health Insurance	290,974	270,479	470,525	469,583
2035	Dental Insurance	18,046	14,347	20,475	22,235
2040	Workers' Comp.	108,100	99,591	85,718	101,274
	Total Personnel Services	$ 2,402,917	$ 2,431,952	$ 3,463,345	$ 3,688,025

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste		Department: Solid Waste			
Fund/Division Number: 402-0000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense					
3200	Accounting & Auditing	$ 6,612	$ 6,981	$ 7,000	$ 7,420
3420	U.A. Customer Service Admin.	202,800	176,880	187,200	187,200
3430	Landfill Contract	1,923,534	2,186,533	2,250,000	2,500,000
3490	Misc. Contract Services	222,822	148,004	250,000	250,000
3495	Temp Employee Svcs	491,415	699,465	250,000	250,000
4010	Car Allowance	8,400	10,800	10,800	10,800
4020	Travel & Education	9,128	6,615	10,000	10,000
4110	Communications	22,526	16,944	50,000	30,000
4120	Freight and Postage	81	45	500	500
4310	Utilities	19,246	19,563	16,000	20,000
4410	Equipment Rental	3,326	35,389	50,000	50,000
4510	Insurance & Fidelity Bond	186,133	213,664	276,864	276,864
4550	Liability & Property Claims	0	0	0	0
4650	Vehicle Maintenance	3,882	3,266	5,000	5,000
4651	Vehicle Parts	455,204	251,730	350,000	350,000
4652	Tires, Tubes & Batteries	196,538	270,813	250,000	275,000
4653	Unforeseeable	0	14,886	15,000	15,000
4660	Equipment Maintenance	31,732	38,464	35,000	35,000
4670	Computer Maintenance	0	579	500	500
4675	Software Maintenance	11,088	6,899	15,000	15,000
4680	Radio Maintenance	0	0	0	0
4710	Reproduction	493	1,172	2,500	2,500
4810	Advertising	4,387	1,083	6,750	6,750
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	80,000	80,000	80,000	82,400
4990	Miscellaneous Expense	12,960	12,607	10,000	13,000
5110	Office Supplies	5,740	4,857	5,000	5,000
5120	EDP Supplies	0	0	200	200
5150	Miscellaneous Equip Expense	17,250	9,168	10,000	10,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
5210	Gas and Oil	469,366	467,763	600,000	600,000
5232	Other Supplies	11,193	7,433	6,000	6,000
5242	Chemicals	5,578	5,341	10,000	10,000
5250	Uniforms	18,873	10,843	25,000	25,000
5260	Expendable Tools	723	1,030	5,000	5,000
5410	Books,Pubs,Subscriptions&Mbrshp	880	1,139	1,000	1,000
5900	Depreciation	775,074	518,048	775,074	518,048
	Total Operating Expense	$ 5,196,982	$ 5,228,007	$ 5,565,388	$ 5,573,182
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Other Improvements	0	0	0	0
6410	Office Equip & Machinery	0	0	0	0
6420	Furniture & Furnishings	0	0	0	0
6430	Heavy Equipment	0	0	0	0
6445	Other Equipment	241,036	193,595	0	0
6490	SBITA	0	16,999	0	17,000
	Total Capital Outlay	$ 241,036	$ 210,594	$ 0	$ 17,000
Non-Operating Expense					
9110	Transfer to General	$ 948,096	$ 700,000	$ 500,000	$ 500,000
9200	Capital Loan Payment	487,925	247,410	550,000	550,000
9200	Debt Service/Radios	62,617	38,055	0	0
9300	Loan Interest	23,950	16,280	0	0
	Total Non-Operating Expense	$ 1,522,587	$ 1,001,745	$ 1,050,000	$ 1,050,000
	TOTAL APPROPRIATIONS	**$ 9,363,522**	**$ 8,872,299**	**$ 10,078,733**	**$ 10,328,207**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course		Department:	Golf Course		
Fund/Division Number:	405-0000	Division:			

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Charges for Services					
347 20	Membership Dues	$ 31,558	$ 26,166	$ 43,000	$ 45,000
347 22	Other Memberships	1,668	1,332	9,000	35,000
347 24	Golf Fees	984,447	884,161	1,150,000	1,250,000
347 24	Adjustment Golf Fees	(4,610)	(3,923)	0	0
347 25	Driving Range	27,318	28,625	40,000	43,000
	Total Charges for Services	$ 1,040,381	$ 936,360	$ 1,242,000	$ 1,373,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 0	$ 0	$ 0	$ 0
369 25	Pro Shop Merchandise	62,992	61,933	75,000	85,800
369 31	Reimbursement of Expenses	930	331	6,000	6,500
369 70	Events	0	0	0	7,500
369 80	Food	10,484	11,934	20,000	20,000
369 85	Settlement of Claims	0	0	0	0
369 89	Alcoholic Beverages	59,629	62,930	80,692	80,000
369 90	Misc Revenues	4,683	1,738	22,000	35,000
369 94	Snacks & Beverages	21,172	21,378	40,000	25,000
369 98	Other Misc Revenues	0	0	28,000	28,691
	Total Miscellaneous Revenue	$ 159,889	$ 160,243	$ 271,692	$ 288,491
	Total Revenues	$ 1,200,270	$ 1,096,603	$ 1,513,692	$ 1,661,491
Transfers					
381 01	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
382 50	Transfer from Solid Waste	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	(21,483)	636,036	0	(43,866)
	TOTAL RESOURCES	**$ 1,178,787**	**$ 1,732,639**	**$ 1,513,692**	**$ 1,617,625**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course	**Department: Golf Course**
Fund/Division Number: 405-0000	**Division:**

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Golf Course Manager	1	1	1	1
Golf Pro	2	1	1	1
Superintendent	1	1	1	1
Assistant Superintendant	1	0	1	1
Lead Grounds Keeper	0	1	0	0
Total Budgeted Staffing Level	5	4	4	4

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 211,327	$ 269,839	$ 274,201	$ 289,031
1030	Accrued Compensation	3,126	6,391	1,400	1,500
1040	Overtime	0	2,955	0	0
2010	FICA Taxes	16,159	21,057	21,083	22,226
2020	Retirement Contributions	36,996	46,665	48,396	53,952
2030	Life & Health Insurance	32,353	41,696	43,456	36,621
2035	Dental Insurance	1,550	1,833	1,788	2,202
2040	Workers' Comp.	6,795	6,052	4,024	7,873
	Total Personnel Services	$ 308,306	$ 396,488	$ 394,348	$ 413,404
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	2,125	2,032	2,100	2,230
3440	Aquatic Weed Control	0	9,154	9,000	5,300
3490	Contractual Fees	4,856	0	0	0
3495	Temp Employee Svcs	128,681	238,384	165,622	265,000
4110	Communications	19,401	24,176	17,000	20,000
4120	Freight and Postage	79	10	500	500
4310	Utilities	81,922	103,234	85,000	90,000
4410	Equipment Rental-Golf Carts	47,799	0	58,000	0
4420	Land Lease	42,990	44,744	57,000	57,000
4510	Insurance & Fidelity Bond	73,594	82,193	91,572	95,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course		Department: Golf Course			
Fund/Division Number: 405-0000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense cont'd.					
4610	Building Maintenance	0	0	0	0
4620	Building Supplies	0	1,461	1,500	1,500
4630	Irrigation Maintenance	521	25,212	15,000	10,000
4651	Vehicle Parts	0	0	0	0
4660	Equipment Maintenance	0	13,959	10,000	23,000
4670	Computer Maintenance	0	1,107	3,550	3,550
4675	Software Maintenance	15,020	16,914	18,000	18,000
4810	Advertising	0	6,730	7,500	9,000
4925	Cost of Events	0	0	0	0
4930	Cost of Goods Sold	0	23,263	14,000	22,000
4932	Liquor Expense	0	28,014	33,000	33,000
4935	Merchandise CGS	0	47,038	43,000	50,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	68,527	68,375	67,000	69,000
4976	License and Fees	867	906	1,000	1,000
4980	Over/Short Expense	(17)	(28)	0	0
4985	Taxes	5,836	5,836	6,000	6,000
4990	Miscellaneous Expense	0	54	0	0
5110	Office Supplies	1,015	991	1,000	1,000
5120	EDP Supplies	0	0	0	0
5150	Misc Equipment Expense	289	955	0	0
5210	Gas and Oil	2,796	37,975	39,000	40,000
5231	Safety Supplies	0	0	0	0
5232	Other Supplies	0	6,780	5,500	9,000
5235	Maintenance Supplies	0	0	0	0
5240	Golf Supplies	0	1,967	4,500	6,000
5241	Horticultural Supplies	0	960	1,000	1,000
5242	Chemicals	0	86,764	75,000	55,000
5243	Turf Supplies	0	5,005	6,000	15,000
5244	Fertilizer	0	79,832	165,000	200,000
5250	Uniforms	0	0	1,500	1,500
5410	Books,Pubs,Subscriptions&Mbrshp	1,720	3,637	3,500	4,000
5900	Depreciation	142,936	237,795	142,936	237,795
	Total Operating Expense	$ 640,956	$ 1,205,429	$ 1,150,280	$ 1,351,375

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course Fund/Division Number: 405-0000		Department: Golf Course Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Capital Outlay					
6200	Buildings	$ 6,500	$ 0	$ 0	$ 0
6320	Other Structures Facility	0	0	20,000	0
6410	Office Equip & Machinery	3,157	677	0	0
6420	Furniture & Furnishings	0	0	0	0
6445	Other Equipment	302,470	237,795	0	0
	Total Capital Outlay	$ 312,127	$ 238,472	$ 20,000	$ 0
Non-Operating Expense					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9180	Equipment Leases	52,113	114,319	83,000	86,000
9300	Loan Principal	0	0	0	4,597
9010	Loan Interest	8,221	15,727	9,000	44
	Total Non-Operating Expense	$ 60,334	$ 130,045	$ 92,000	$ 90,641
	TOTAL APPROPRIATIONS	**$ 1,321,723**	**$ 1,970,434**	**$ 1,656,628**	**$ 1,855,420**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants				
331 00 00 Federal Grants	$ 0	$ 0	$ 0	$ 0
334 70 10 State Grant/DCF	548,305	172,660	75,000	0
Total Grants	$ 548,305	$ 172,660	$ 75,000	$ 0
Charges for Services				
347 56 10 Ticket Sales	$ 1,012,144	$ 1,176,471	$ 1,250,000	$ 1,750,000
347 56 11 Ticket Sales - Rentals	863,155	771,516	800,000	900,000
347 56 15 Ticket Handling Fees	207,661	304,391	190,000	300,000
347 56 50 Sponsorship Fees	23,000	35,747	35,000	25,000
347 56 80 Memberships	83,858	99,054	125,000	140,000
347 56 90 Donations & Pledges	41,594	7,729	25,000	15,000
Total Charges for Services	$ 2,231,412	$ 2,394,909	$ 2,425,000	$ 3,130,000
Miscellaneous Revenue				
361 10 00 Interest Earning	$ 113	$ 1,154	$ 0	$ 0
362 14 00 Rents and Royalties	163,109	155,289	50,000	225,000
369 31 00 Reimb. of Expenditures	1,457	484	10,000	50,000
369 70 00 Events	19,075	23,300	25,000	30,000
369 89 00 Packaged Sales	163,782	147,095	150,000	200,000
369 90 00 Miscellaneous Revenues	308	5,158	250	300
369 95 00 Commission/Tips/Merch.	11,241	0	6,500	7,000
369 96 00 Late Payment Charges	0	0	0	0
Total Miscellaneous Revenues	$ 359,084	$ 332,480	$ 241,750	$ 512,300
Other Resources				
381 01 00 Transfer from General	$ 0	$ 0	$ 0	$ 0
381 91 00 Transfer from FPRA	450,000	450,000	500,000	500,000
381 89 00 Transfer from Restricted Fund	794,166	159,866	50,000	50,000
381 90 00 Transfer from Restricted Fund-SVOG	0	0	0	0
Total Other Resources	$ 1,244,166	$ 609,866	$ 550,000	$ 550,000
Appropriated Retained Earnigs	(1,238,313)	(408,312)	49,604	(484,648)
TOTAL RESOURCES	**$ 3,144,654**	**$ 3,101,603**	**$ 3,341,354**	**$ 3,707,652**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	**Department: Sunrise Theatre**
Fund/Division Number: 406-0000	**Division:**

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Marketing & Development Manager	1	1	1	1
Technical/Facilities Manager	0	1	1	1
Box House/Operations Manager	1	1	1	1
Executive Director	1	1	1	0
Facilities Maintenance Technician	0	0	1	0
Box Office Clerk	0	0	0	0
Administrative Assistant	0	0	0	0
Marketing & Public Relations Mgr	0	0	0	0
Executive Assistant	0	0	0	0
Total Budgeted Staffing Level	3	4	5	3

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 237,302	$ 316,647	$ 361,327	$ 211,302
1030	Accrued Compensation	4,028	4,229	6,000	1,000
1040	Overtime	269	141	5,000	0
2010	FICA Taxes	18,367	24,050	28,896	16,241
2020	Retirement Contributions	29,174	47,549	65,381	39,424
2030	Life & Health Insurance	37,170	57,197	66,481	19,916
2035	Dental Insurance	1,744	2,064	2,759	835
2040	Workers' Comp	4,970	5,247	5,436	234
	Total Personnel Services	$ 333,026	$ 457,124	$ 541,281	$ 288,952
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	4,345	4,855	5,100	5,200
3490	Misc. Contract Services	274,275	96,893	150,000	250,000
3491	Custodial	31,303	23,544	35,000	45,000
3492	House Crew	36,955	96,644	64,000	110,000
3493	Support Staff	49,322	64,417	55,000	75,000
3495	Temp Employee Svc	38,456	56,369	70,000	65,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
3499	Security	23,563	19,350	25,000	32,000
4010	Car Allowance	4,200	5,400	0	0
4020	Travel & Education	1,860	6,351	8,000	8,000
4040	Hospitality/Entertainment	166	1,562	1,500	2,000
4043	Food	14,758	10,034	30,000	30,000
4044	Transportation	0	950	1,000	1,000
4045	Lodging	0	308	1,000	500
4110	Communications	26,769	29,433	25,000	30,000
4120	Freight and Postage	429	798	2,500	1,500
4310	Utilities	130,420	186,161	125,000	200,000
4410	Equipment Rental	15,364	20,161	15,000	15,000
4411	Audio Gear	0	0	500	5,000
4412	Backline	4,797	4,596	15,000	25,000
4413	Lighting	0	0	1,000	1,000
4414	Rigging	0	0	500	0
4415	Visual	0	0	500	500
4450	Theatre	0	0	0	0
4510	Insurance & Fidelity Bond	266,029	289,726	322,573	375,000
4540	FLC Liability & Property	4,228	0	4,000	4,000
4610	Building Maintenance	15,088	5,038	10,000	7,500
4640	A/C Maintenance	12,616	12,680	15,000	15,000
4645	Building Repair Supplies	1,263	1,706	3,000	3,000
4646	Theatre Supplies	1,492	1,849	1,500	3,000
4660	Equipment Maintenance	0	258	1,500	1,500
4670	Computer Maintenance	0	1,758	2,000	2,000
4675	Software Maintenance	4,309	4,567	4,500	5,000
4710	Reproduction	0	0	1,000	1,000
4720	Outside Printing	1,155	5,942	2,500	1,500
4810	Advertising	168,519	150,293	250,000	250,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4925	Cost of Events	639,390	786,394	800,000	1,100,000
4926	Cost of Events/Rent Reimb	640,058	464,897	550,000	475,000
4932	Packaged Sales	39,433	29,821	46,000	50,000
4933	Concession Supplies	6,148	9,506	8,000	10,000
4940	Bad Debt Expense	171	0	0	0
4945	Refunds	58,696	60,333	0	65,000
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	104,668	119,379	95,000	125,000
4976	Licenses & Fees	1,215	400	25,000	2,500
4985	Taxes	141	0	500	0
4980	Contingency	0	0	0	0
4990	Miscellaneous Expense	1,145	899	2,000	1,500
5110	Office Supplies	385	1,610	5,000	5,500
5120	EDP Supplies	227	0	500	500
5150	Misc Equipment Expense	8,146	5,544	5,000	6,000
5230	Cleaning Supplies	3,272	3,848	6,500	4,500
5410	Books,Publications,Subs&Mbrshp	2,321	1,775	3,000	3,000
5900	Depreciation	563,338	580,485	563,338	580,485
	Total Operating Expense	$ 3,200,435	$ 3,166,532	$ 3,358,011	$ 3,999,185
Capital Outlay					
6200	Other Structures Facilities	$ 0	$ 0	$ 0	$ 0
6320	Other Improvements	168,556	54,629	0	0
6410	Office Equip & Mach	5,975	3,804	0	0
	Total Capital Outlay	$ 174,532	$ 58,433	$ 0	$ 0
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 3,707,992**	**$ 3,682,088**	**$ 3,899,292**	**$ 4,288,137**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Licenses and Permits					
322 10	Permits-Building Dept.	$ 3,996,299	$ 3,093,819	$ 3,250,000	$ 3,250,000
322 20	Inspections	13,453	14,175	15,000	15,000
322 90	Other Permit Fees	2,035,511	1,667,415	1,500,000	1,500,000
329 40	Contractor's License	64,715	64,240	20,000	20,000
	Total Licenses and Permits	$ 6,109,978	$ 4,839,650	$ 4,785,000	$ 4,785,000
Grants					
331 10	General Government	$ 0	$ 0	$ 0	$ 0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charge for Services					
341 40	Cert, Copying, Rcd Search	($292)	$ 10	$ 500	$ 500
341 60	Administration Fees	0	0	0	0
341 61	Demo & Flood Plain Mgmnt	0	927	5,000	5,000
341 94	Credit Card Process Fees	58,586	189,775	30,000	10,000
	Total Charges for Services	$ 58,295	$ 190,712	$ 35,500	$ 15,500
Fines & Forfeits					
354 60	Unlicensed Contracting	$ 0	$ 0	$ 0	$ 0
354 70	Violation of Local Ordinance	45,997	45,183	40,000	40,000
	Total Fines & Forfeits	$ 45,997	$ 45,183	$ 40,000	$ 40,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 462	$ 5,167	$ 0	$ 0
361 33	Other Investment Interest	0	0	0	0
369 31	Reimbursement of Expeditures	0	0	0	0
369 57	St. Lucie County	169,517	132,736	80,000	80,000
369 90	Other Misc. Revenues	51,455	44,798	50,000	50,000
	Total Miscellaneous Revenues	$ 221,435	$ 182,701	$ 130,000	$ 130,000
	Total Revenues	$ 6,435,704	$ 5,258,245	$ 4,990,500	$ 4,970,500
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
	TOTAL Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	(3,787,399)		165,461	1,154,483
	TOTAL RESOURCES	**$ 2,648,305**	**$ 5,258,245**	**$ 5,155,961**	**$ 6,124,983**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Building Director/Official	1	1	1	1
Assistant Building Director	0	0	0	1
Resiliency & CRS Navigator	0	0	0	1
Resiliency & CRS Specialist	0	0	0	1
Special Projects Coordinator	1	1	1	1
Violations Coordinator	0	0	0	1
Executive Assistant	1	1	1	1
Administrative Assistant	1	1	1	1
Building Inspector /Investigator	7	7	7	8
Building Inspector/Plans Examiner	1	1	1	1
Senior Permit Specialist	2	2	2	2
Permit Specialist	8	8	8	11
Plan Examiner	1	1	1	1
Building Inspector	1	1	1	1
Building Investigator	1	1	1	1
Records Management Coordinator	1	1	1	1
Deputy Building Official	1	1	1	0
Building Department Coordinator	1	1	1	0
CRS Coordinator	1	1	1	0
Total Budgeted Staffing Level	29	29	29	34

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services				
1010 Salaries and Wages	$ 1,067,827	$ 1,065,966	$ 1,761,112	$ 1,983,133
1030 Accrued Compensation	17,036	7,582	7,000	8,000
1040 Overtime	35,485	32,915	5,000	30,000
2010 FICA Taxes	82,277	81,741	136,056	155,030
2020 Retirement Contributions	191,451	189,491	311,358	375,324
2030 Life & Health Insurance	187,644	192,566	312,576	356,619
2035 Dental Insurance	11,473	8,901	13,154	15,208
2040 Workers' Compensation	26,924	28,077	33,805	35,669
Total Personnel Services	$ 1,620,116	$ 1,607,240	$ 2,580,061	$ 2,958,983
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 2,500	$ 2,500
3170 Examination Fees	0	0	2,500	2,500
3200 Accounting & Auditing	1,417	1,272	1,500	1,600
3490 Contractual Fees	201,143	185,349	750,000	750,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating contd.					
3495	Temp Employee Svcs	89,886	172,865	200,000	200,000
4010	Car Allowance	3,150	5,400	5,400	5,400
4020	Travel and Education	25,373	16,892	50,000	70,000
4110	Communications	27,212	32,920	40,000	40,000
4120	Freight and Postage	4,303	5,104	10,000	10,000
4410	Equipment Rental	26,426	19,544	100,000	100,000
4510	Liability	11,655	14,134	14,000	14,000
4650	Vehicle Maintenance	3,148	3,401	7,500	7,500
4651	Vehicle Parts	3,683	8,921	7,500	7,500
4652	Tires & Batteries	0	0	7,500	7,500
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	5,500	0	0	0
4675	Software Maintenance	63,604	130,571	250,000	250,000
4680	Radio Maintenance	359	0	0	0
4710	Reproduction	3,960	1,875	10,000	10,000
4720	Outside Printing	3,689	1,074	15,000	15,000
4810	Advertising	0	622	500	500
4945	Refunds	0	48	0	0
4960	Administrative Fees	407,146	414,339	430,000	450,000
4990	Miscellaneous Expenses	15,025	10,929	100,000	500,000
5110	Office Supplies	8,203	12,034	10,000	10,000
5120	EDP Supplies	80	5,867	4,500	4,500
5150	Misc. Equipment	26,094	7,171	145,000	145,000
5210	Gas and Oil	16,485	12,334	40,000	40,000
5232	Other Supplies	0	0	5,000	5,000
5410	Books, Pubs, Subscriptions&Mbrshp	5,516	5,206	12,500	12,500
5900	Depreciation	87,935	88,568	87,395	88,568
	Total Operating Expense	$ 1,040,991	$ 1,156,438	$ 2,308,295	$ 2,749,568
Capital Outlay					
6320	Other Improvements	$ 4,680	$ 0	$ 75,000	$ 75,000
6410	Office Equipment & Mach	3,005	35,499	90,000	200,000
6440	Vehicles	48,106	0	130,000	130,000
6420	Furniture & Furnishings	0	0	60,000	100,000
6450	Radios	12,010	0	0	0
6490	SBITA	0	25,879	0	0
	Total Capital Outlay	$ 67,801	$ 61,379	$ 355,000	$ 505,000
Non-operating Expenses					
9201	Debt Service/Radios	$ 7,331	$ 4,455	$ 0	$ 0
	Total Non-Operating Expenses	$ 7,331	$ 4,455	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,736,240**	**$ 2,829,512**	**$ 5,243,356**	**$ 6,213,551**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Stormwater	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants					
331 36	General Grants	$ 0	$ 0	$ 30,000	$ 50,000
	Total Grants	$ 0	$ 0	$ 30,000	$ 50,000
Charges for Services					
000 00	Adoption Services	$ 0	$ 0	$ 48,000	$ 60,000
000 00	Impound Fees	0	0	12,000	10,000
000 00	Service Fees	0	0	12,000	35,000
	Total Charges for Services	$ 0	$ 0	$ 72,000	$ 105,000
Municipal Charges					
000 00	License Fees	$ 0	$ 0	$ 15,000	$ 0
000 00	Citation Fees	0	0	10,000	0
	Total Municipal Charges	$ 0	$ 0	$ 25,000	$ 0
Clinic Charges					
000 00	Sterilization Surgeries	$ 0	$ 0	$ 0	$ 375,000
000 00	Vaccinations	0	0	0	125,000
	Total Clinic Charges	$ 0	$ 0	$ 0	$ 500,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 0	$ 0	$ 0	$ 0
366 90	Merchandise Sales	0	0	6,000	10,000
366 91	Animal Care Products (medical)	0	0	0	62,500
369 43	Business Contributions	0	0	25,000	50,000
369 31	Donations	0	0	50,000	100,000
369 31	Fundraising Income	0	0	25,000	25,000
	Total Miscellaneous Revenue	$ 0	$ 0	$ 106,000	$ 247,500
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 199,500	$ 300,000
381 50	Restricted Fund	0	0	355,000	200,000
381 51	Restriced Fund-ARP	0	0	0	0
	Total Charges for Services	$ 0	$ 0	$ 554,500	$ 500,000
	Total Revenues	$ 0	$ 0	$ 762,500	$ 1,402,500
	Appropriated Retained Earnings	0	0	364,191	0
	TOTAL RESOURCES	**$ 0**	**$ 0**	**$ 1,126,691**	**$ 1,402,500**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Animal Shelter Administrator	0	0	0	1
Operations Manager	0	1	1	1
Kennel Manager	0	0	0	1
Animal Care Specialist I	0	5	6	8
Administrative Assistant (PT)	0	2	2	2
Office Manager/Surgery Technician	0	0	0	1
Veterinary Technician	0	0	0	1
Veterinary Administrative Assistant	0	0	0	1
Animal Care Specialist II	0	2	0	0
Assistant Operations Manager	0	1	1	0
Animal Care Lead Dogs	0	1	1	0
Animal Care Lead Cats	0	1	1	0
Animal Care Medical	0	1	0	0
Total Budgeted Staffing Level	0	14	12	16

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services				
1010 Salaries and Wages	$ 0	$ 396,682	$ 406,770	$ 600,474
1030 Accrued Compensation	0	0	0	500
1040 Overtime	0	0	0	0
2010 FICA Taxes	0	30,346	31,118	45,975
2020 Retirement Contributions	0	67,952	71,429	111,601
2030 Life & Health Insurance	0	103,700	97,461	108,050
2035 Dental Insurance	0	5,117	3,796	5,030
2040 Workers' Compensation	0	5,771	5,472	8,123
Total Personnel Services	$ 0	$ 609,568	$ 616,046	$ 879,753
Operating Expense				
0000 Contractual Services	$ 0	$ 0	$ 2,500	$ 107,500
0000 Temporary Employee Services	0	0	70,000	30,000
0000 Communications	0	0	2,500	2,500
0000 Animal Care-Food	0	15,000	20,000	0
0000 Animal Care Supplies	0	5,000	500	75,000
0000 Medical Supplies	0	40,000	30,000	160,000
0000 Veterinary Services-Sterlization	0	50,000	50,000	55,000
0000 Veterinary Services/Vaccinations	0	20,000	5,000	0
0000 Veterinary Services/Miscellaneous	0	20,000	35,000	25,000
0000 Rescue Cleaning Supplies	0	0	10,000	0
0000 Veterinary Cleaning Supplies	0	10,000	0	12,000
0000 Janitorial Supplies	0	3,000	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating contd.					
0000	Equipment Rental	0	0	0	2,000
0000	Building Maintenance	0	0	2,500	2,500
0000	Software Maintenance	0	1,000	1,000	9,000
0000	Advertising	0	2,500	2,500	3,500
0000	Marketing & Promotions	0	1,000	2,000	1,000
0000	Pest Control	0	1,000	2,500	0
0000	Outreach & Education	0	1,000	0	0
0000	Merchandise/Cost of Goods Sold	0	3,000	1,500	1,500
0000	Licenses & Fees	0	250	0	0
0000	Administrative Fees	0	0	0	0
0000	Miscellaneous Expenses	0	2,500	2,500	10,000
0000	Office Supplies	0	2,000	5,000	3,000
0000	Cleaning Supplies	0	0	0	12,000
0000	Safety Supplies	0	0	1,000	1,500
0000	Uniforms	0	2,500	5,000	1,500
0000	Misc. Equipment	0	0	5,000	7,747
0000	Other Supplies	0	0	0	0
0000	Books, Pubs, Subscriptions&Mbrshp	0	750	1,000	500
0000	Depreciation	0	0	0	0
	Total Operating Expense	$ 0	$ 180,500	$ 257,000	$ 522,747
Capital Outlay					
6320	Other Improvements	$ 0	$ 25,000	$ 25,000	$ 0
6410	Office Equipment & Mach	0	50,000	50,000	0
6420	Furniture & Furnishings	0	25,000	25,000	0
6460	Clinic/Surgery Equipment	0	200,000	200,000	0
	Total Capital Outlay	$ 0	$ 300,000	$ 300,000	$ 0
	TOTAL APPROPRIATIONS	**$ 0**	**$ 1,090,068**	**$ 1,173,046**	**$ 1,402,500**

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 09/03/2024

Re: Approval of travel for Commissioner Curtis Johnson to attend the FLC Policy Committee Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Curtis Johnson to attend the FLC Policy Committee Meeting in Orlando, Florida from October 03, 2024, to October 04, 2024, in the amount of $424.40.

SUMMARY:

FLC Policy Committee Meeting is a great resource for elected officials sponsored by the Florida League of Cities.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Curtis Johnson, Commissioner.

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 08/14/2024 01:49 PM

Final Approval Date: 08/14/2024

REGISTRATION INFORMATION
FLC Policy Committee

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hilton Orlando
6001 Destination Parkway
Orlando, FL 32819
407-313-4300

DATE: **08.14.2024**

1. TRAVELER'S NAME: Curtis Johnson
2. DEPARTURE DATE: 10.03.2024
3. RETURN DATE: 10.04.2024
4. DESTINATION: Orlando Florida
5. CODE CHARGE: **001-1000-540300**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: Commission
DEPARTURE TIME: 5 PM
RETURN TIME: 3 PM
PURPOSE: FLC Policy Meeting

7. BALANCE AVAILABLE: 4,043.53

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # 3116129602		189.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.67 240			160.80	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			25.68	
* MISC. EXPENSES				
MEALS				
1 BREAKFAST @ $8.00			8.00	
1 LUNCH @ $8.00			8.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			2.52	
15% GRATUITIES			5.40	
TOTALS	0.00	189.00	235.40	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Lindaw. Cox
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/24 DLN



The Legislative Committee is composed of:

- Each legislative policy committee chair and the chairs of the other standing committees
- The president of each local and regional league
- The presidents of several other municipal associations
- Chairs of the municipal trust boards
- Several at-large members appointed by the League president.

2024 Legislative Policy Committee Meeting Dates

- October 4, 2024, 10:00 a.m. to 2:00 p.m. at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819.
- November 8, 2024, 10:00 a.m. to 2:00 p.m. at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819.
- December 5, 2024, during the FLC Legislative Conference at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819.

If you are interested in serving or learning more, please contact Mary Edenfield at 850.701.3624 or *medenfield@flcities.com*.



Hi Arnold,
Thank you for your reservation

Your Upcoming Event

Florida League of Cities 2024 Legislative Policy Committee Meetings (October)
Oct 3, 2024 - Oct 4, 2024

Hilton Orlando

6001 Destination Parkway Orlando, FL 32819 | 407-313-4300

Date booked	Acknowledgment number	Hotel confirmation number
Aug 13, 2024	#SNNKYY19	#3114078385

Check-In	Check-Out
Oct 3, 2024	Oct 4, 2024

Guest Information Arnold Gaines

Room Type Guest Room - 1 King Bed

Guests per room	1
Request	
Accessible Room	No
	There are no other guests sharing this room
Share-withs	
Tax Disclosure	Room rate shown does not include

- Tax 12.50% Per Room Per Night (subject to change)
- $2.25 Destination Marketing Fee.

Deposit Policy

There is a credit card deposit required for this reservation, which will be charged to your card.

Cancellation Policy

Reservations must be cancelled 72 hours prior to arrival.

Need to change something? Manage Stay.

Summary of Charges

Date	Guests	Status	Rate (USD)
Oct 3, 2024	1	Confirmed	189.00
		Total	189.00

Add-ons







Additional Information

- Resort Charge (Optional): $40 + Tax per night
    - Includes: WiFi, fitness center, equipment rental & recreational activities including splash pad, 2 trolley passes, 15% off food & beverage(excludes Tropics), 25% off cabana rentals, 10% off spa services & retail (excludes salon), arts & crafts.
- Parking:
    - Discounted 50% off Self Parking $17.5 + Tax per night
    - Valet Parking $45 + Tax per night

For additional information, please visit our website.

Tolls	Fuel (Gas)	Total
$4.09 x 2	$15.08	$19.17

Directions

Fort Pierce,FL, USA

- Turn left onto Avenue A
- Turn left onto N Seventh St
- Turn right onto Orange Ave
- Take a slight right turn to merge onto I-95 North toward Daytona Bch
- Take exit 205AB to merge onto SR-528 toward Orlando
- Keep left toward Orlando
- Keep right toward Orlando
- Keep left on SR-528 W
- Take exit 1 onto International Dr
- Turn right onto International Dr
- Turn right onto Destination Pkwy
- Turn left

TOLL CALCULATOR - YOUR SAVED RESULTS

Share toll calculations using Twitter, Facebook, Google plus, Whatsapp, or Reddit buttons. Email using the email icon or print your results.

Date and Time
2024-10-03 17:00:00-04:00

From
Fort Pierce,FL, USA

To
Orlando,FL, USA

Vehicle type
Car, SUV or Pickup truck



Gas price
3.74 ($/gallon)

Fuel efficiency (mpg)

City	Highway
23.4	30

Show Other Routes

I-95 N

Fastest + $0.91 Show Directions

Gas $15.08, 120 mi, 1 h 45 min

City Commission Regular Meeting - 5:05 pm **12. b.**

Meeting Date: 09/03/2024

Re: Approval of travel for Commissioner Curtis Johnson to attend the FLC Policy Committee Meeting in Orlando, Florida from October 03, 2024, to October 04, 2024, in the amount of $424.40.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Arnold Gaines to attend the FLC Policy Committee Meeting in Orlando, Florida from October 03, 2024, to October 04, 2024, in the amount of $424.40.

SUMMARY:

FLC Policy Committee Meeting is a great resource for elected officials sponsored by the Florida League of Cities.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Arnold Gaines, Commissioner.

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 08/14/2024 01:56 PM

Final Approval Date: 08/14/2024

REGISTRATION INFORMATION
FLC Policy Committee

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hilton Orlando
6001 Destination Parkway
Orlando, FL 32819
407-313-4300

DATE: **08.14.2024**

1. TRAVELER'S NAME: Arnold Gaines
2. DEPARTURE DATE: 10.03.2024
3. RETURN DATE: 10.04.2024
4. DESTINATION: Orlando Florida
5. CODE CHARGE: **001-1000-540300**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: Commission
DEPARTURE TIME: 5 PM
RETURN TIME: 3 PM
PURPOSE: FLC Policy Meeting

7. BALANCE AVAILABLE: 4,043.53

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # 3114078385		189.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.67 240			160.80	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			25.68	
* MISC. EXPENSES				
MEALS				
1 BREAKFAST @ $8.00			8.00	
1 LUNCH @ $8.00			8.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			2.52	
15% GRATUITIES			5.40	
TOTALS	0.00	189.00	235.40	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

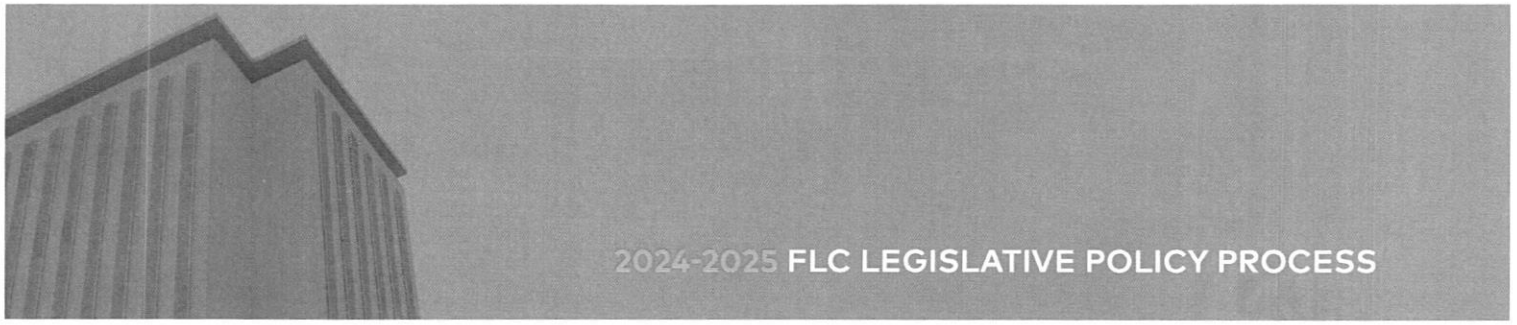
ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Arnold Cox
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/24 DLN



The Legislative Committee is composed of:

- Each legislative policy committee chair and the chairs of the other standing committees
- The president of each local and regional league
- The presidents of several other municipal associations
- Chairs of the municipal trust boards
- Several at-large members appointed by the League president.

2024 Legislative Policy Committee Meeting Dates

- October 4, 2024, 10:00 a.m. to 2:00 p.m. at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819.
- November 8, 2024, 10:00 a.m. to 2:00 p.m. at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819.
- December 5, 2024, during the FLC Legislative Conference at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819.

If you are interested in serving or learning more, please contact Mary Edenfield at 850.701.3624 or *medenfield@flcities.com*.



Hi Curtis,
Thank you for your reservation

Your Upcoming Event

Florida League of Cities 2024 Legislative Policy Committee Meetings (October)
Oct 3, 2024 - Oct 4, 2024

Hilton Orlando

6001 Destination Parkway Orlando, FL 32819 | 407-313-4300

Date booked	Acknowledgment number	Hotel confirmation number
Aug 13, 2024	#BQCXH5KX	#3116129602

Check-In	Check-Out
Oct 3, 2024	Oct 4, 2024

Guest Information Curtis Johnson

Room Type Guest Room - 1 King Bed

Guests per room	1
Request	
Accessible Room	No
Share-withs	There are no other guests sharing this room
Tax Disclosure	Room rate shown does not include • Tax 12.50% Per Room Per Night (subject to change) • $2.25 Destination Marketing Fee.

Deposit Policy

There is a credit card deposit required for this reservation, which will be charged to your card.

Cancellation Policy

Reservations must be cancelled 72 hours prior to arrival.

Need to change something? Manage Stay.

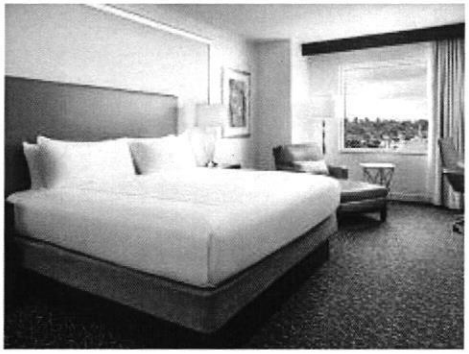
Summary of Charges

Date	Guests	Status	Rate (USD)
Oct 3, 2024	1	Confirmed	189.00
		Total	189.00

Add-ons







Additional Information

- Resort Charge (Optional): $40 + Tax per night
    - Includes: WiFi, fitness center, equipment rental & recreational activities including splash pad, 2 trolley passes, 15% off food & beverage(excludes Tropics), 25% off cabana rentals, 10% off spa services & retail (excludes salon), arts & crafts.
- Parking:
    - Discounted 50% off Self Parking $17.5 + Tax per night
    - Valet Parking $45 + Tax per night

For additional information, please visit our website.

Tolls	Fuel (Gas)	Total
$4.09~2	$15.08	$19.17

Directions

Fort Pierce,FL, USA

- ↰ Turn left onto Avenue A
- ↰ Turn left onto N Seventh St
- ↱ Turn right onto Orange Ave
- ↗ Take a slight right turn to merge onto I-95 North toward Daytona Bch
- ↑ Take exit 205AB to merge onto SR-528 toward Orlando
- ↰ Keep left toward Orlando
- ↱ Keep right toward Orlando
- ↰ Keep left on SR-528 W
- ↑ Take exit 1 onto International Dr
- ↱ Turn right onto International Dr
- ↱ Turn right onto Destination Pkwy
- ↰ Turn left

TOLL CALCULATOR - YOUR SAVED RESULTS

Share toll calculations using Twitter, Facebook, Google plus, Whatsapp, or Reddit buttons. Email using the email icon or print your results.

Date and Time
2024-10-03 17:00:00-04:00

From
Fort Pierce,FL, USA

To
Orlando,FL, USA

Vehicle type
Car, SUV or Pickup truck



Gas price
3.74 ($/gallon)

Fuel efficiency (mpg)

City	Highway
23.4	30

Show Other Routes

I-95 N

Fastest + $0.91

Show Directions

Gas $15.08, 120 mi, 1 h 45 min

City Commission Regular Meeting - 5:05 pm **12. c.**

Meeting Date: 09/03/2024

Re: Approval of RFQ 2024-026 Construction Engineering and Inspection Services Continuing Services Contract

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Approval to contract with the top four ranked consultant firms, Gannet Fleming, Inc., Johnson, Mirmiran, & Thompson, Inc., Captec Engineering, Inc. and Culpepper & Terpening, Inc. for the Construction Engineering and Inspection Services in response to RFQ 2024-026 for a five (5) year term.

SUMMARY:

The City solicited responses from professional firms qualified to provide Construction Engineering and Inspection Services. Six (6) consultants responded to the solicitation. A committee of five (5) evaluators (Selena Griffett, Tracy Telle, Venetia Barns, Shaun Coss, and Tracy Boas) reviewed each of the submittals and scored them based on the following criteria:

Firms Qualifications/Experience: Includes information about the Proposer, their size, activities, and expertise with similar programs, and experience, qualifications and technical competence of Project Management and inspection staff.	**40**
Scope of Work/Ability to Meet Set Standards: Provides clear and concise understanding of services essential to this contract.	**30**
Past Projects/References: Provide past experience of similar contracts or projects	**15**
Project Approach: Project Implementation Strategy	**10**
Compliance with RFQ Instructions: Firm's proposal complies with instructions issued in the RFQ, clarity, readability, presentation of the submittal package.	**5**

The City desires to qualify the top four (4) ranked firms in accordance with Florida Statute 287.055 (Consultants Competitive Negotiation Act) for a five (5) year term. The evaluation committee has recommended the following firms to be utilized on an as-needed basis::
Gannet Fleming, Inc
Johnson, Mirmiran, & Thompson, Inc
Captec Engineering, Inc
Culpepper & Terpening, Inc

RECOMMENDATION:

Staff recommends Commission authorization to enter into contracts with the selected consultants. Upon agreement of contract terms, contracts will be reviewed by the City Attorney and returned to the Commission for approval and signature.

ALTERNATIVES:

Reject or revise as directed by the Commission.

RESPONSIBLE STAFF:

Selena Griffett, PE

COORDINATED WITH:

Purchasing Division

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025
Account: N/A
Amount: N/A
FISCAL IMPACT:

No fiscal impact at this time. Each project will be presented separately for approval.

Attachments

RFQ For CEI
Bid tabulation memo
Evaluation Matrix

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/27/2024 09:15 AM
City Manager	Linda Cox	08/27/2024 11:51 AM
Form Started By: Selena Griffett		Started On: 08/20/2024 09:38 AM
Final Approval Date: 08/27/2024		

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-026**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, MONDAY, MAY 20, 2024**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Compensation due to ENGINEER shall be in accordance with paragraph 5. COMPENSATION of the Agreement or for each "Specific Authorization" for Additional Services, plus reasonable reimbursable expenses specifically including, but not limited to, the following:

1. Reproduction, printed documents and drawings at standard rates.
2. Postage/Federal Express
3. Miscellaneous out-of-pocket expenses.

Progress payments shall be due and payable monthly in proportion to the percentage of engineering work approved and accepted by the CITY in writing**.**

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on **Page 12**. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested an RFP directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive RFP packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received an RFP package from the City Purchasing Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposers responsibility to contact the City in the

event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Qualifications shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non- infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified Section II Required Limits of Insurance. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency.2-439 of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

The CONSULTANT shall, at its own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONSULTANT shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to and approved by the CITY. As evidence of compliance with the insurance required herein, CONSULTANT shall furnish the CITY with:

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the CITY of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to the CITY.

Until such insurance is no longer required by this Contract, CONSULTANT shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

To the extent CONSULTANT is permitted to and elects to sub-contract any of the work performed under this Contract, CONSULTANT will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation Insurance/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements, other than any endorsement required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	Statutory
Part Two:	$1,000,000 Each Accident
	$1,000,000 Disease – Policy Limit
	$1,000,000 Disease – Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against the CITY,

and their respective officials, officers and employees in the manner which would result from the attachment of NCCI's Waiver of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with the CITY, and their respective officials, officers and employees scheduled thereon.

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The CITY, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

CONSULTANT shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Claim
$1,000,000 Per Aggregate

Pollution Legal Liability

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain CONSULTANT'S Pollution Liability coverage. Such insurance shall cover CONSULTANT for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, the Fort Pierce Redevelopment Agency, and their respective officials, officers and employees as additional insureds.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Loss
$2,000,000 Annual Aggregate

General Conditions

The insurance provided by CONSULTANT shall apply on a primary basis to any insurance or self-insurance maintained by the CITY or the Fort Pierce Redevelopment Agency. Any insurance or self-insurance maintained by the CITY or the Fort Pierce Redevelopment Agency shall be excess of, and shall not contribute with, the insurance provided by CONSULTANT.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the CITY may permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by

the CITY prior to being used to satisfy any of the insurance requirements contained herein. CONSULTANT shall pay on behalf of the CITY or the Fort Pierce Redevelopment Agency, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the CITY or the Fort Pierce Redevelopment Agency, or their respective officials, officers, and employees.

All policies of insurance provided by the CONSULTANT shall be endorsed to provide that the Insurer waives its rights against the CITY of Fort Pierce, the Fort Pierce Redevelopment Agency, and their respective members, officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to the CITY or the Fort Pierce Redevelopment Agency by the insurance provided by CONSULTANT or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONSULTANT) available to the CITY under this Agreement or otherwise.

All insurance policies provided by the CONSULTANT shall be endorsed to provide the CITY with thirty (30) days' prior written notice of cancellation.

Neither approval nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT from responsibility to provide insurance as required by this Agreement.

Additional Insured for General Liability
City of Fort Pierce the Fort Pierce Redevelopment Agency, and their respective officials, officers, and employees

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Monday, May 20, 2024**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2 above. To be considered, **submission** must be received and accepted in the Purchasing Division before the **solicitation** closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce, (Bid Postings • Bid cityoffortpierce.com)

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO
Selena Griffett
Project Engineer
100 North US Highway 1
Fort Pierce, FL 34950
Fax: 772-467-3780
Email: sgriffett@cityoffortpierce.com

COPY TO
LaTonya Hubbard
Purchasing Agent
100 North US Highway 1
Fort Pierce, FL 34950
Fax: 772-467-3848
Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than **5:00PM, Friday, May 7, 2023.**

4. TERM OF CONTRACT

The term of this agreement shall be five (5) years and shall be in accordance with FS Section 287.055 (2)(g) “Continuing Contract”.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with Section II Required Limits of Insurance.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement:

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier (clarify this paragraph)

12. INVOICING

Invoicing and Payment shall be in accordance with paragraph 5. COMPENSATION of the Agreement.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. **Time Extension**

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract; l shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. **Continuation of Work**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 THIS DOES NOT APPLY TO FEDERALLY FUNDED PROJECTS. Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
16.2.1.a Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. <u>CONSULTANT'S AUTHORIZED SIGNATURE</u>.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

SECTION IV

STATEMENT OF WORK

1. PURPOSE

The City of Fort Pierce is accepting qualification statements from Construction Engineering and Inspection firms to perform services for the City's Capital Improvement Program, Emergency Construction Services, and FDOT and Federally funded construction projects. The selection procedure will be in accordance with Florida Statute 287.055 as amended. A minimum of three (3) firms will be selected to provide services on a project-by-project basis. Selection for continuing professional services does not guarantee assignment to any project or any services. The City of Ft. Pierce retains the right to negotiate with any firm on any project, whether or not the firm is one with which we have a present contract. Definition of specific services, selection criteria and project assignment methodology are included in the Scope of Services Attachment A.

2. GENERAL SCOPE OF SERVICES

The detailed scope of services is included in Attachment A but generally include: Construction Contract Administration, Construction Engineering and Inspection

SERVICES

Services must comply with FAC 14-75.003 and FDOT requirements. Services for all projects may include, but not limited to, the following types of work:

CONSTRUCTION SERVICES

Construction services for all projects may include conducting and/or attending preconstruction meetings, review of shop drawings, preparation of change orders, construction contract administration, and construction engineering and inspection services. The City of Ft. Pierce may provide field inspection during construction. Construction services for FDOT funded projects must follow FDOT guidelines. Some additional engineering services may be required during the course of construction.

3. PROJECT ASSIGNMENT

Consultant(s) selected for these projects will be utilized on an as needed basis depending on needs of City and available funding.

Each project will require the selected consultant(s) begin contract negotiations for the specific project within ten (10) calendar days after first being notified by the City. The City shall negotiate the Specific Authorization with the selected consultants as determined by the City as fair, competitive and reasonable. Should the City be unable to negotiate a satisfactory contract with the consultant at a price the City determines to be fair, competitive and reasonable, negotiations with that consultant will terminate and the City will undertake contract negotiations with the next consultant. Negotiations will continue with consultants until a fair, competitive and reasonable contract price is agreed.

Approval of the project scope, services and fees may require action by the Fort Pierce City Commission prior to the authorization to proceed.

The consultant will be required to commence work within fourteen (14) calendar days after authorization to proceed. If the consultant fails to commence work within the fourteen (14) days without reasonable cause, the City of Ft. Pierce will have the right to seek another consultant to work on the project and move the consultant delaying the commencement of the project to the bottom of consultant list. The City of Ft. Pierce shall have the right to terminate any contract if the consultant fails to commence work on any project or fails to perform in a timely and efficient manner.

4. CONSULTANTS LIABILITY

Nothing contained herein or in the agreement for professional engineering services dated, or in any agreements with contractors, shall be deemed to excuse the engineer from responsibility to the owner for defects in the plans or where the engineers (consultants) are observing or inspecting the work, from defective work or materials about which they knew or should have known, and as to which they failed to advise the owner in writing.

5. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a evaluation committee comprised of three (3) or more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the evaluation committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

5.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following: The City of Ft. Pierce will use an in-house evaluation team that will rate and select consultants. Interviews and presentations may be scheduled.

5.2 EVALUATION SCORING

An Evaluation Committee will review and evaluate the submittals. The City's evaluation criteria will include, but shall not be limited to the following:

CATEGORY TITLE	CATEGORY DESCRIPTION	POINTS
Firms Qualifications/Experience	Includes information about the Proposer, their size, activities, and expertise with similar programs, and experience, qualifications and technical competence of Project Management and inspection staff.	**40**
Scope of Work/Ability to meet set standards	Provides clear and concise understand of services essential to this contract	**30**
Past Projects/References	Provides past experience of similar contracts or projects	**15**
Project Approach	Project Implementation Strategy	**10**
Compliance with RFQ Instructions	Firms proposal complied with instruction issued in the RFQ, clarity, readability, presentation of the submittal package.	**5**
TOTAL		**100**

5.3 EVALUATION METHODOLOGY

The Evaluation Committee shall be responsible for short-listing the most qualified firms. The Evaluation Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Evaluation Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

6. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

7. SELECTION CRITERIA

Engineering firms desiring to be considered for a contract to perform services for and on the behalf of the City of Fort Pierce must provide information and documentation for each of the following:

The Consultant shall meet FDOT prequalification requirements as detailed in Florida Administrative Code:

14-75.003 Minimum Technical Qualifications Standards by Type of Work (see Exhibit C)

Group 10: CEI

The CONSULTANT shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

The CONSULTANT shall utilize only competent personnel, qualified by experience, and education. Submit the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum education, and experience.

Personnel identified in the Consultant technical proposal are to be

assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the City. Staff that has been removed shall be replaced by the Consultant within one week of City notification.

Minimum qualifications for the Consultant personnel are as set forth in Florida Administrative Code 14-75.003 Minimum Technical Qualification Standards by Type of Work. Exceptions to these minimum qualifications will be considered on an individual basis. The City Engineer or designee will have the final approval authority on such exceptions.

8. LIMITATION.

This request for qualifications does not commit the City of Ft. Pierce to award a contract, or to pay any costs incurred in the preparation of the same. The City of Ft. Pierce reserves the right to negotiate with all qualified sources, and to cancel, in part or in its entirety this request for qualifications, if it is in the best interest of The City. The City of Ft. Pierce shall require the selected consultant(s) to participate in negotiations and to submit technical or other revisions to their proposals as may result from negotiations.

9. CONTRACT COMPLETENESS.

The City of Ft. Pierce may select consultants based solely upon the qualifications received without discussions with the consultant who prepared the proposal. Each request should, therefore, be as clear and self-explanatory as possible. The City of Ft. Pierce reserves the right to request additional data in support of written qualifications and will be seeking the most favorable terms from a technical and staffing viewpoint.

10. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

11. PROTEST

Any proposer who is adversely affected by the requirements contained in this RFP or an intended decision, shall contact the Purchasing Manager for additional information on filing a formal protest.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: CONSULTANT ACKNOWLEDGEMENT
Provide the Request for Qualifications cover page (page 1) completed and signed.

TAB 2: LETTER OF TRANSMITTAL:
Provide a statement addressing why your firm would be in the best position to deliver the required services. (Limit to two (2) pages.)

TAB 3: PROPOSED PROJECT TEAM FIRMS:
For each consultant/discipline

3.1 Name of Consultant

3.2 Florida State License Number (Department of Professional Regulation)
Copy of Corporate Charter Number, if a corporation, as issued by the Division of Corporations, Department of State.
Department of State.

TAB 4: SPECIFIC RELATED EXPERIENCE OF THE FIRM
List projects completed and/ or held, specific and comparable, to this project. Indicate: (Limit one (1) page per project; maximum of five (5) projects within the last five (5) years.

4.1 Client Name, contact person and title, telephone number and email
4.2 Description of the project including project starting and ending dates.
4.3 Principal/Project Manager in Charge
4.4 Whether your firm was the primary or subcontractor
4.5 Change orders issued with explanation of same.

TAB 5 - KEY PROPOSED PROJECT TEAM PERSONNEL:
Indicate the proposed project team key personnel for the applicant, consultants, and/or professional/technical staff. For each individual listed, show discipline(s) of licensure/certificates and training. Include resumes for all key proposed project team personnel.

Include firms overall experience specific to this Request for Qualifications.

TAB 6 - PROJECT TEAM STAFFING EXPERIENCE:
For each proposed team member, list projects comparable and specific to this project. Indicate:

6.1 Position; Principal in Charge, Project Manager, various team positions
6.2 Client Name, contact person and title, telephone number and email
6.3 Project Description, including project starting and ending dates.
6.4 Construction cost
6.5 Whether your firm was the primary or subcontractor
6.6 Change orders and the reasons why they were issued

TAB 7 - ATTACHMENTS:
Insert all required attachments here; Licenses, certifications, insurances, signature page, etc.

7.1 NOTE: FOR THE APPLICANT FIRM ONLY:

7.1.1 Attach a copy of the current Florida Department of Professional Regulation License(s)/ registration with the appropriate Board(s) for your firm and each of the license numbers listed in Tab 3.
7.1.2 Submit your State of Florida proof of incorporation
7.1.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.

7.2 REFERENCES

Submit completed Project Specific Reference form (Attachment “E”) for projects that are listed in Tabs 4 and 6. References must be for specific/similar projects, a minimum of three (3) references are required. References are to be included under Tab 7.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 5 – E-Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 7, page 26

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2024.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Construction Engineering and Inspection Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-026
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

ATTACHMENT A

PROFESSIONAL ENGINEERING SERVICES CONSTRUCTION ENGINEERING AND INSPECTION DRAFT AGREEMENT

RFQ NO. 2024-026

Prepared by:

The City of Fort Pierce Department of Engineering
John R. Andrews, P.E., City Engineer
P.O. Box 1480
Ft. Pierce, FL 34954
(772) 467-3773

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AGREEMENT

This is an **AGREEMENT** for PROFESSIONAL SERVICES made and entered into between The City of Ft. Pierce, Florida hereinafter designated as "CITY" and _____ hereinafter designated as "ENGINEER", with an office located at _____, the parties agree to professional engineering services and conditions hereinafter stated.

WITNESSETH:

WHEREAS, The OWNER periodically requires PROFESSIONAL ENGINEERING SERVICES, which may be assigned but not limited to the following area consisting of Construction Contract Administration and Construction Engineering and Inspection.

WHEREAS, pursuant to Chapter 287.055 Florida Statutes, and the applicable procurement policies and procedures of the OWNER, the owner has qualified the ENGINEER to provide some or all of said professional engineering services; and

WHEREAS, the ENGINEER, is willing and able to perform such professional engineering services for the OWNER within the basic terms and conditions hereinafter set forth; and

WHEREAS, the *purpose* of this AGREEMENT is to set forth certain terms and conditions which shall govern and shall be incorporated into subsequent "Professional Services Contract" for Construction Engineering and Inspection Services as described in the Request for Proposal Documents.

NOW, THEREFORE, in consideration of their mutual covenants as set forth herein, OWNER and ENGINEER agree to the following Terms and Conditions as set forth in Sections 1 through 24 hereof.

SECTION 1

BASIC SERVICES OF ENGINEER

1.1. ENGINEERING DOCUMENTS

1.1.1. ENGINEER shall provide for OWNER Professional Engineering to include but not limited to, providing professional engineering consultation and advice, and furnishing professional engineering services in accordance with Basic Services of Engineer included hereto, and listed below. Said services are customarily rendered in phases as set forth in this Section:

1.1.2. ENGINEER shall provide the following deliverables to CITY:

As described as in Attachment B Scope of Services.

SECTION 2

CITY'S RESPONSIBILITIES

CITY shall do the following in a timely manner so as not to delay the services of ENGINEER:

2.1. Provide all criteria and full information as to CITY's requirements for the Project,

2.2. Assist ENGINEER by placing at ENGINEER's disposal available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

2.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this AGREEMENT.

2.4 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

2.5. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Section 2 of the AGREEMENT or other services as required.

SECTION 3

CITY'S DESIGNATED REPRESENTATIVE

3.1. It is understood and agreed that the CITY designates the City Engineer or his assigned representative to represent the CITY in all technical and administrative matters pertaining to and arising from the work and performance of this contract.

3.2. The authority of the representative shall include, but not be limited to, the following:

3.2.1. Examination of all reports sketches, drawings, estimates, proposals, and other documents presented by the ENGINEER and rendering, in writing, decisions pertaining thereto within a reasonable time so as not to materially delay the work of the ENGINEER and approval of Contractor's applications for payment.

3.2.2. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this contract.

3.2.3 Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defects or changes necessary in the project.

SECTION 4

STANDARDS OF PERFORMANCE

4.1 ENGINEER represents to the CITY that the services to be performed under this AGREEMENT shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in ENGINEERS' trade in general and that ENGINEER shall conform to this AGREEMENT.

4.2 ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct any such deficiencies without additional compensation or cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

4.3 ENGINEER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY, State, and Federal regulations. ENGINEER shall insure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by ENGINEER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

4.4 Correction of Mistakes. ENGINEER shall be responsible for the completeness and accuracy of the work prepared or compiled under ENGINEER'S obligation for this project and shall correct, at ENGINEER'S expense, all errors or omissions therein which may be disclosed. The cost of the design necessary to correct those errors attributable to ENGINEER and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to ENGINEER and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved ENGINEER'S work shall in no way relieve ENGINEER of any of its responsibilities.

SECTION 5

COMPENSATION

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order. Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Agreement shall minimally meet the following conditions to be considered as a valid payment request:

1. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the Agreement or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.

2. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified in the Agreement or purchase order document.

3. The invoice shall contain the Proposer’s Federal Employer Identification Number (F.E.I.N.).

5.2 Invoicing and Payment shall be in accordance with F.S. 218.735.

5.3 A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this contract.

SECTION 6

INSURANCE

6.1 ENGINEER shall be responsible for all damage to person and or property resulting from its negligent acts, intentional wrongful acts, reckless acts, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

6.2 ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein ENGINEER shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, ENGINEER shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

6.3 **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two:

$1,000,000	Each Accident
$1,000,000	Disease - Policy Limit
$1,000,000	Disease - Each Employee

6.4 **General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

6.5 **Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired

autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

6.6 **Professional Liability Insurance**

Such insurance shall be on a form acceptable to CITY and shall cover ENGINEER for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Claim/Annual Aggregate

6.7 The insurance provided by ENGINEER shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Council shall be excess of, and shall not contribute with, the insurance provided by ENGINEER. Except as otherwise specified, no deductible or self-insured retention is permitted.

6.8 Compliance with these insurance requirements shall not limit the liability of ENGINEER. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of ENGINEER) available to the Council under this Agreement or otherwise.

6.9 Neither approval nor failure to disapprove insurance furnished by ENGINEER shall relieve ENGINEER from responsibility to provide insurance as required by this Agreement.

6.10 ENGINEER shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

6.11 ENGINEER'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another consultant or consultants, without CITY'S incurring any liability to ENGINEER.

6.12 At its sole discretion, CITY may obtain or renew ENGINEER'S insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due ENGINEER from CITY.

6.13 The ENGINEER shall furnish to the CITY Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

SECTION 7

INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONSULTANT hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless, the CITY and the Florida Department of Transportation (DEPARTMENT) and their officials, officers and employees from and against any and all liability, claims, actions, damages, or losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT and persons employed by or utilized by the CONSULTANT in CONSULTANT'S performance of this Contract.

CONSULTANT'S obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONSULTANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

CONSULTANT'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Contract.

The foregoing indemnification shall not constitute a waiver of the DEPARTMENT'S or CITY'S sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its

officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONSULTANT to indemnify the DEPARTMENT for the negligent acts or omissions of the DEPARTMENT, it's officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

SECTION 8

STATUS OF CLAIM

The ENGINEER shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages against the ENGINEER resulting from services performed under this AGREEMENT. The ENGINEER shall send notice of claims related to work under this AGREEMENT to the CITY. Copies of the notices shall be sent to:

Ft. Pierce Risk Manager	Selena Griffett, PE
P.O. Box 1480	Project Engineer
Fort Pierce, Florida 34954-1480	P.O. Box 1480
	Fort Pierce, Florida 34954-1480

SECTION 9

NEGOTIATION DATA

9.1. The ENGINEER hereby certifies that wage rates and other factual unit costs supporting the compensation provided are accurate, complete and current as of the date of negotiation. It is also agreed that said unit costs provided in each hereof shall be adjusted to exclude any significant sums where the CITY shall determine the contract price was increased due to inaccurate, incomplete and non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by the CITY, in writing, whichever is later. Records of costs incurred under terms of this contract and each it shall be maintained by the ENGINEER and made available to the CITY during the period of this AGREEMENT and for one (1) year after final payment is made. Copies of documents and records shall be furnished to the CITY.

SECTION 10

OWNERSHIP OF DOCUMENTS

10.1. Except as otherwise provided herein, engineering documents, drawings, databases and specifications prepared by ENGINEER as part of the services shall become the property of the CITY, provided, that ENGINEER shall have the right to their use with approval of the CITY. ENGINEER shall retain its rights in its

standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the service shall remain the property of the ENGINEER.

10.2. The ENGINEER shall not be liable for any use by the CITY of said documents or data if modified in any manner without written approval of the ENGINEER. The CITY shall not use the ENGINEER's drawings on any project other than the PROJECT unless the CITY notifies the ENGINEER of its intended use, provides insurance protection for the ENGINEER for all claims which might arise out of the CITY's use of the documents, and obtains written consent to the use by the ENGINEER.

SECTION 11

WORK COMMENCEMENT/PROGRESS/DELAYS

11.1. The services to be rendered by the Engineer shall be commenced subsequent to the execution of the AGREEMENT and upon written Notice to Proceed from the City Engineer. Services will be completed and submitted to the CITY as specified by the AGREEMENT, Basic Services of Engineer and a Schedule of Performance required hereto.

11.2. The ENGINEER agrees to provide a schedule for performance of the contracted services, with milestones for significant elements as agreed by the City Engineer, upon receipt of Notice to Proceed and, thereafter to provide monthly Project Schedule Progress reports. The CITY will be entitled at all times to be advised, in writing, at its request, as to the status of work being done by the ENGINEER and of the details thereof.

11.3. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by the ENGINEER which delay the Project Schedule completion date, the CITY shall grant to the ENGINEER, in writing, an extension of the contract time equal to the aforementioned delays. If the ENGINEER claims an extension pursuant to this provision, same must claim within ten days of the alleged delay and ENGINEER must furnish appropriate documentation.

11.4. The ENGINEER shall maintain an adequate and competent staff of professional engineers, technicians and support staff personnel within the State of Florida and may associate with other qualified firms for the purpose of rendering services hereunder without cost to the CITY and upon approval by the CITY. The ENGINEER, however, shall not sublet, assign or transfer any work under this AGREEMENT without the prior written consent of the CITY.

SECTION 12

TIME IS OF THE ESSENCE

12.1 Time is of the essence in the completion of tasks and services as specified herein. ENGINEER and CITY agree that the completion of all tasks and services specified in this agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

12.2 ENGINEER agrees, as liquidated damages, and not penalty, that CITY shall have the right to deduct or retain sums for such liquidated damages from the ENGINEERS invoice for services, if ENGINEER is behind schedule and the tasks and services are not completed within the deadline for transmittal to Federal and State Granting agencies under this agreement. ENGINEER and CITY agree that liquidated damages to the CITY shall be in the amount of for each and every calendar day the tasks and services are delayed beyond the time provided for herein.

12.3 In addition to such liquidated damages payable to the CITY, the CITY may also recover from the ENGINEER any amounts paid by the CITY for damages suffered to third parties as a result of ENGINEER'S failure to complete the tasks and services by the agreed upon completion date.

12.4 Liquidated damages are cumulative and additive and represent a reasonable estimate of CITY's expenses for extended delays and administrative costs associated with such delay. In addition to the liquidated damage amounts, there will be additional amounts charged to for all delay damages incurred by CITY as a result of avoidable delays by ENGINEER. These actual delay damages will include, but not be limited to, inspection, engineering services, delay damage settlements or awards, penalties, additional financial costs, and professional fees incurred in connection with such settlements, awards or penalties and fines imposed by regulatory agencies, contract damages and loss of use.

SECTION 13

STANDARD OF CONTRACT

13.1. The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this contract.

13.2. Standard of Conduct-Conflict of Interest-The ENGINEER covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes (1977, as amended from time to time), as it relates to work performed under the contract, which standards will by reference be made a part of this contract as though set forth in full. The ENGINEER agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

13.3. The CITY reserves the right to cancel and terminate this contract, without penalty, in the event that the ENGINEER or any employee, servant or agent of the ENGINEER is indicted for any crime arising out of or in conjunction with any work being performed by the ENGINEER for or on behalf of the CITY. It is understood and agreed that in the event of such termination all tracings, plans, specifications, maps and data prepared or obtained under this AGREEMENT shall immediately be turned over to the CITY in conformity with the provisions of Section 9 hereof. The ENGINEER shall be compensated for its services rendered up to the time of any such termination in accordance with Section 6 hereof. The CITY also reserves the right to terminate and cancel this contract in the event the ENGINEER shall be placed in either voluntary or involuntary bankruptcy or should an assignment be made for the benefit of creditors.

13.4. ENGINEER shall consider all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the ENGINEER's performance of the services to be proprietary unless such information is available from public sources. ENGINEER shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of CITY or in response to legal process.

13.5. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with Florida Statute 20.055(5).

13.6. No member, officer, or employee of the ENGINEER or the CITY during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

SECTION 14

CONFIDENTIALITY

14.1. ENGINEER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to ENGINEER by CITY or other information to

which A ENGINEER has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

14.2 ENGINEER shall consider all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the ENGINEER's performance of the services to be proprietary unless such information is available from public sources. ENGINEER shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the CITY or in response to legal process.

SECTION 15

SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and Provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

SECTION 16

DEFAULTS, TERMINATION OF AGREEMENT

16.1 If the CITY ENGINEER deems that ENGINEER is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, CITY REPRESENTATIVE may give written notice to ENGINEER specifying defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures.

If ENGINEER does not remedy defaults within thirty (30) days or commence steps to remedy default to the reasonable satisfaction of the CITY ENGINEER, CITY may provide for such service from another ENGINEER and may withhold any money due or which may become due to ENGINEER for such task related to the claimed default; or

If after thirty (30) days ENGINEER has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the CITY ENGINEER, CITY may elect to terminate this Agreement

16.2 Notwithstanding, CITY reserves the right and may elect to terminate this Agreement at any time. At such time, ENGINEER would be compensated only for that work which has been satisfactorily competed to the date of termination. No compensation shall be paid for de-mobilization, takedown, disengagement wind-down or other costs incurred due to termination of this Agreement.

16.3 Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

16.4 The term “uncontrollable forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses or services required to be provided by either CITY or ENGINEER under this AGREEMENT, strikes, work slowdowns or other labor disturbances, and judicial restraint. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removal or remediable and which the non-performing party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch.

16.5 The provisions of this Article shall not be interpreted or construed to require ENGINEER or CITY to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

SECTION 17

TERMINATION WITHOUT CAUSE

CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to ENGINEER specifying the termination date. Immediately after receiving such notice, ENGINEER shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

SECTION 18

NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or

at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should CITY or ENGINEER have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from ENGINEER to CITY shall be given to CITY addressed as follows:

CITY
Selena Griffett, P.E., Project Engineer
City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34954-1480

SECTION 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

19.1. The ENGINEER shall comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations applicable to the work or payment for work thereof, and shall not discriminate on the ground of race, color, religion, sex, or national origin in the performance of work under this contract.

19.2. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the services. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required any construction unless such responsibilities are specifically assigned to ENGINEER.

SECTION 20

ASSIGNABILITY

20.1. The ENGINEER shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of the CITY, provided that claims for the money due or to become due to the ENGINEER from the CITY under this contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 21

GOVERNING LAW

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in St. Lucie County, Florida.

SECTION 22

E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONSULTANT enters into a contract with a subcontractor performing work or providing services on its behalf, CONSULTANT shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify CONSULTANT shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

SECTION 23

SOVEREIGN IMMUNITY

Nothing contained in this AGREEMENT shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 24

ENTIRE AGREEMENT

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

This AGREEMENT (consisting of Pages 1 to 18, inclusive) together with the Exhibits attached, constitute the entire AGREEMENT between CITY and ENGINEER.

(Continues on next page)

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as to the day and year first above written.

ENGINEER:

_____
Company

_____
Print Name

_____
Signature

ATTEST:

CITY OF FORT PIERCE

_____
Linda Cox , City Clerk

_____
Linda D. Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara Hedges, City Attorney

(END OF SECTION)

ATTACHMENT B
SCOPE OF SERVICES

A. PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for construction projects within The City of Fort Pierce.

B. SCOPE:

Provide services as defined in this Scope of Services, the referenced Florida Department of Transportation (FDOT) manuals, and procedures. **Projects may or may not have federal funding.**

The projects for which the services include but are not limited to:

Sidewalk Construction
Roadway Construction

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the City's Project Manager respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City of Fort Pierce. Such FDOT manuals, procedures, and memorandums are found at the FDOT State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the City and the Contractor either directly or indirectly.

Other projects developing within the geographical area of the City of Fort Pierce may be added at the City's discretion. The Consultant must perform to the satisfaction of the City's representatives for consideration of additional CEI services.

C. ITEMS TO BE FURNISHED BY THE CITY TO THE CONSULTANT:

The City, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

Construction Plans,
Specification Package,
Copy of the Executed Construction Contract, and
Utility Agency's Approved Material List (if applicable).

D. ITEMS FURNISHED BY THE CONSULTANT:

1. FDOT Documents:

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Internet website.

2. Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

3. Field Office:

When required, provide a field office with sufficient room and furnishings to effectively carry out the responsibilities under this Scope of Services. Field office shall be approved by the City.

Field Office expenses will be negotiated on a per project and/or as needed basis.

Provide a private office (minimum of 150 square feet) for the Construction Project Manager with office furniture, telephone and broadband internet access.

4. Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

5. Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and nonexpendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6. Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the City and Department, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

E. LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the City's Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Project Manager for review and approval.

F. PERFORMANCE OF THE CONSULTANT:

In general accordance with FDOT Consultant Evaluation procedures and guidelines, the City will conduct performance evaluations within 30 days of close out of the project or task order. Additionally, during the term of this Agreement and all Supplemental Amendments thereof, the City will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist City representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. City recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

a. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

b. Immediately replace personnel whose performance has been determined by the Consultant and/or the City to be inadequate.

c. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.

d. Increase the scope and frequency of training of the Consultant personnel.

G. REQUIREMENTS OF THE CONSULTANT:

1. General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor’s work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the City and direct the Contractor to correct such observed discrepancies.

Pursuant to Section 337.11(9)(a), Florida Statutes, the Consultant is hereby designated by the Secretary of the Department to negotiate Supplemental Agreements within the thresholds established in the CPAM. Coordinate with the Project Manager relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the City prior to approval. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review. Consult with the Project Manager as necessary and direct all issues, which exceed delegated authority to the Project Manager for City action or direction.

The Consultant shall advise the Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

2. Survey Control:

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Any questions or requests for “Waiver of Survey” should be directed to the City.

3. On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The City will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with CPAM Section 10.6, Underwater Bridge Construction Inspection.

Monitor and inspect Contractor’s Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone traffic Control Plan, in accordance with FDOT procedures. Consultant employee performing such services shall be qualified in accordance with the FDOT procedure.

4. Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The City may assist the CEI in performing inspections and sampling of materials and components at locations remote from the project site and the CEI will be required to perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT and/or City label, DOT and/or City stamp, etc.

The City will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a FDOT laboratory to the appropriate laboratory or appropriate local FDOT facility.

5. Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor, involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the City for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

Attend a pre-service meeting for the Agreement in accordance with FDOT's CPAM. Provide appropriate staff to attend and participate in the pre- service meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/electronic file of the final negotiated staffing to the Project Manager, either at this meeting or within seven (7) days.

Schedule and attend a Final Estimate informational meeting with the City. Provide appropriate staff to attend and participate in this meeting.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an electronic file management system. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

Schedule and conduct a meeting with the City and Permitting Agencies prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.

Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the FDOT guidelines.

Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

Review Claims submitted by a Contractor and determine entitlement. Prepare position papers and submit to the Project Manager for approval.

Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, City's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

Produce reports, verify quantity calculations and field measure for payment purposes in accordance with F.S. 218.70 and as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.

Prepare and make presentations for meetings and hearings for City Commission in connection with the project covered by this Agreement.

Provide the functions of the Resident Compliance Specialist. The Consultant shall perform the field interviews, provide work space and supplies for project compliance files.

The City will provide Public Information Services.

Prepare and submit to the Project Manager monthly, a Construction Status report in a format to be approved by the City.

Each Consultant Inspector shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/ potential public controversy.

These photographs will be filed and maintained on the Consultant's computer. Copies of photographs will be electronically transferred to the City's Project Manager at an interval determined by the City's Project Manager.

6. Geotechnical Engineering:

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the City for the satisfactory performance and timeliness of these services.

The prime Consultant will be required to interact with the City and any geotechnical subconsultant assigned to the project by the City.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft/Pile Driving/Auger Cast Pile inspection, relevant to the foundation type(s) required in the plans. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, and the City. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

The following geotechnical engineering services shall be performed:

a. Drilled Shafts:

Process and review the Drilled Shaft Installation Plan in accordance with CPAM.
Schedule a pre-drilled shaft installation meeting to review and discuss the drilled shaft installation procedures. Make sure that the Contractor’s field superintendent, CEI’s drilled shaft inspector(s), and the City are invited. Prepare and distribute meeting minutes to the attendees.

Inspect installation of test holes (methods shafts), load test shafts, and production shafts and ensure they are constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. Report to the City any problems observed during the installation of the test holes, deviations from the Drilled Shaft Installation Plan or contract documents, and construction quality issues associated with the Contractor’s methods.

If there are pilot holes in the project, advise the City on the pilot hole schedule. Verify the pilot hole locations. Inspect the performance of the pilot holes and complete the proper FDOT inspection form, describing accurately the soils/rocks encountered and corresponding depths, the results of field testing performed (Standard Penetration Test blow counts, Cone Penetration Tests, or other, if applicable) and the results of the rock coring performed (coring time, recovery and RQD).

Analyze the load test data, pilot holes and any other available soils/rock data as required to establish final drilled shaft tip elevations and minimum rock socket lengths. Submit report(s) recommending production shaft tip elevations, minimum rock socket lengths and any other recommendations that may be required in the project (such as rock socket material definition and impact of permanent or temporary casing on the required minimum socket lengths) to the City for approval.

Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.

Complete all necessary drilled shaft inspection forms and keep a log of all inspections made of the shafts. Observe the performance of any load tests and verify that the details are implemented as planned.

Provide completed drilled shaft inspection forms for all production and test shaft installations to the City upon completion of the drilled shaft installation.

When conditions occur which are different from those indicated on the plans, immediately report them to the Geotechnical Engineer of Record and the City. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the City for approval.

Review the drilled shaft logs and the concrete placement logs to identify possible shaft integrity problems and potential causes. Communicate identified issues to the City.

Provide a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects. Report results to the City.

Evaluate problems encountered during construction, and coordinate with the City and the Contractor to resolve such problems, including possible withdrawing Drilled Shaft Installation Plan approval.

b. Spread Footings:

Observe construction of spread footing foundations and verify that they are founded at the required elevation and on the proper soil/rock material.

Verify the Construction Plan requirements and the applicable specifications are followed throughout the spread footing construction.

Evaluate problems encountered during construction and coordinate with the City and the Contractor to resolve such problems.

I. QUALITY ASSURANCE (QA) PROGRAM:

1. Quality Reviews:

The Consultant shall conduct semi-annual reviews to make certain his own organization follows the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the City Project Manager in written form no later than one (1) month after the review.

2. QA Plan:

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the City Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the City approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and FDOT procedures.

3. Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the City, upon request, during the Agreement term. All records shall be kept within the Consultant Project Manager's primary office and shall be subject to audit review.

J. CERTIFICATION OF FINAL ESTIMATES:

1. Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and FDOT Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual.

Revisions to the Certified Final Estimate will be made at no additional cost to the City.

2. Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

3. Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the City for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

K. AGREEMENT MANAGEMENT:

1. General:

With each monthly invoice submittal, the Consultant will provide a Status Report for each Task Work Order. This report will provide the accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Project Manager for approval and further processing. The AR is to be submitted at such time to allow the City up to 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.

The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the City.

2. Invoicing Instructions:

Monthly invoices shall be submitted to the City in a format and distribution schedule defined by the City, no later than the 20th day of the following month except for end of FY (September 30th).

If the monthly invoice cannot be submitted on time, notify the City prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the City in electronic format emailed to the Project Manager in accordance with the City's procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the City.

A Final Invoice will be submitted to the City no later than the 60th day following Final Acceptance of the individual project or as requested by the City.

3. Subconsultant Services:

Upon written approval by the City Engineer or designee, and prior to performance of work, the Consultant may subcontract for materials testing or specialized professional services.

4. Other Services:

Upon written authorization by the City Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the City to supplement the Consultant services under this Agreement.

Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

Provide on and off-site inspection services in addition to those provided for in this Agreement.

Provide services determined necessary for the successful completion and closure of the Construction Contract.

L. POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

M. CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

N. THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

O. CITY AUTHORITY

The City shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant.

14-75.003 Minimum Technical Qualification Standards by Type of Work.

The Department will periodically audit a sampling of qualified consultants to ensure compliance with the qualification requirements, and consultants found to misrepresent their qualifications will be subject to suspension of qualifications with the Department in accordance with Rule 14-75.0051, F.A.C. The following criteria apply to the qualification of professional consultants:

(1) No professional or key personnel may be listed as employees of more than one consultant currently qualified with the Department. If a newly listed employee has been employed by a consultant currently qualified with the Department, within the 12 months immediately preceding the application, the application must so indicate and provide the date that such employee was hired by the consultant. The employee shall be deleted from the personnel list of the previous employer's firm, and if such deletion affects the qualification status of the previous employer, notice shall be given to said previous employer pursuant to Rule 14-75.0051, F.A.C.

(2) The Department shall not recognize joint ventures for purposes of qualifying consultants to work for the Department. Each individual or firm will be annually qualified based upon individual or firm capability.

(3) Appropriate type of work codes will be included in each public notice regarding needed professional services. Persons or firms responding to such notices must be qualified with the Department in the advertised types of work, unless otherwise specified in the notice. Subconsultants qualified with the Department may be used to meet the above requirements, where appropriate, so long as the responding consultant is also qualified with the Department in some standard type of work.

(4) All personnel listed by the consultant in order to qualify for any type of work or sub-category must be bona fide employees of the firm, or under exclusive contract to the firm, must be actively engaged in the type of work for which they are listed, and must have work experience demonstrating an ability to perform the activities normally associated with the particular type of work or sub-category for which qualification is sought. The Department must be notified within 10 days of the departure from the firm of personnel used to prequalify the firm in any type of work.

(5) Qualification may be sought in any of the following categories or sub-categories:

(a) Group 2. Project Development and Environmental (PD&E) Studies.

1. Type of Work. This work group involves the study and evaluation of the social, economic, and environmental effects on the human and natural environment by transportation systems and alternate transportation modes in meeting identified community transportation and growth needs. Such work also includes the evaluation of alternate transportation corridors, and location/design alternatives within viable corridors. The work involves preparing engineering studies to address economic and engineering feasibility of alternatives, level of service, traffic capacity, geometrics, soils, structures, intersection and interchange improvements, etc., to accommodate travel demand at an acceptable level of service. Additionally, the work entails the detailed study and preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, economic, and human impacts of the alternatives under consideration upon the adjacent community. Public involvement and interagency coordination are integral parts of the assessment process. Potential mitigations that are identified in the studies and public involvement are evaluated and incorporated into the alternatives as appropriate.

2. Qualification Requirements. Group 2: PD&E Studies. This work group requires a professional engineer, a natural scientist, and a social scientist. The professional engineer must be registered with the Florida State Board of Professional Engineers and must have managed and completed at least one PD&E study or similar study, including roadway design and environmental engineering. This experience must include conducting environmental studies for transportation projects involving highway projects and public involvement issues. The natural scientist must have a four-year university or college degree and experience in a natural science such as ecology, biology, environmental science, or wildlife management and have completed at least one PD&E study or similar study in a natural science area such as defined above. The social scientist must have a four-year university or college degree and experience in a social science such as psychology, sociology, statistics, political science, geography, urban planning demographics, archeology, or economics and have completed at least one PD&E study or similar study in a social science area such as defined above.

(b) Group 3. Highway Design – Roadway. This work group involves the production and/or review of highway plans, related design studies, creative utilization of roadsides, and the accommodation of utilities and utility crossings (where appropriate), which conform with acceptable design standards and which meet the specific requirements of the Department or the Federal Highway Administration.

1. This group includes the following sub-categories of qualification:

a. Type of Work 3.1: Minor Highway Design. This type of work includes roadway design for rural RRR and minor widening and resurfacing projects which do not involve major reconstruction, new curb and gutter, or substantial capacity improvements. This

work type also includes interstate projects involving resurfacing only. Projects of this type generally involve minor drainage, utility relocation, traffic operations improvements, miscellaneous design services, etc.

b. Type of Work 3.2: Major Highway Design. This type of work includes roadway design for all urban highways with new curb and gutter and new or major reconstruction rural projects with substantial capacity improvements such as adding two or more lanes. Projects of this type generally include utility relocation plans, drainage design and permitting, maintenance of traffic plans, traffic engineering applications, intersection details, etc.

c. Type of Work 3.3: Controlled Access Highway Design. This type of work includes design of new and complex reconstruction projects on controlled access facilities including interstates, interchanges, and expressways. Projects of this type generally include the use of complex geometrics, substantial drainage evaluation and design features, permitting, traffic engineering applications, utility relocation plans, maintenance of traffic plans, interchange design, etc.

2. Qualification Requirements.

a. Type of Work 3.1: Minor Highway Design. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having proficiency in civil engineering and at least one year of post-registration experience in the design and preparation of plans for highways.

b. Types of Work 3.2 and 3.3: Major Highway Design and Controlled Access Highway Design. These types of work require at least two professional engineers, registered with the Florida State Board of Professional Engineers, having proficiency in civil engineering and at least two years of post registration experience in the design and preparation of plans for highways, one year of which must be in the category for which qualification is sought.

(c) Group 4. Highway Design – Bridges. This work group involves the production and/or review of competently engineered bridge plans which conform with acceptable design standards and which meet the specific requirements of the Department or the Federal Highway Administration.

1. This group includes the following sub-categories of qualification:

a. Type of Work 4.1: Miscellaneous Structures and Minor Bridge Design. This type of work is subdivided into two categories.

(I) Type of Work 4.1.1: Miscellaneous Structures. This group type of work includes the design of sound barriers, structural supports for highway signals, luminaries, and traffic signals.

(II) Type of Work 4.1.2: Minor Bridge Design. This type of work includes the design of conventional, non-complex bridges and the structural design of other highway-related structures such as non-standard concrete box culverts and retaining walls. Generally, this group is limited to designs utilizing conventional foundation types, simple geometry, and having total estimated bridge(s) plan area(s) no greater than 100,000 square feet (sum of the areas of multiple bridges). Typically, this includes design for the construction, rehabilitation, widening, or lengthening of box culverts, retaining walls, cast-in-place or precast prestressed short span slab type bridges, simple span prestressed concrete beam bridges, and simple span I-beam bridges.

b. Type of Work 4.2: Major Bridge Design. This type of work includes the design of structures that cannot be included in Type of Work 4.1 because of deck area, complex geometry (curvature, skew, or variable width), complexity of design (including bridges with statically indeterminate superstructure components) with spans estimated to be less than 400 feet, non-conventional substructures, substructures requiring ship impact design, bridges over navigable waters, and railroad bridges. This type of work is subdivided into three categories:

(I) Type of Work 4.2.1: Major Bridge Design – Concrete: This group includes design for construction, rehabilitation, widening, or lengthening of structurally continuous concrete superstructures (longitudinally post-tensioned concrete beam bridges, etc.), reinforced concrete boxes, and post-tensioned substructures.

(II) Type of Work 4.2.2: Major Bridge Design – Steel: This group includes design for the construction, rehabilitation, widening, or lengthening of structurally-continuous steel superstructures (steel box girders, curved steel girder bridges, etc.).

(III) Type of Work 4.2.3: Major Bridge Design – Segmental: This group includes design for the construction, rehabilitation, widening, or lengthening of precast or cast-in-place concrete segmental superstructures or substructures.

c. Type of Work 4.3: Complex Bridge Design. This type of work includes the structures that cannot be included in Type of Work 4.1 or 4.2 because of unique, specialized, and uncommon types of designs as determined by the Department. Typically, this includes design for the construction, rehabilitation, widening, or lengthening of bridges with estimated span(s) longer than 400 feet, tunnels, cable-stayed bridges, suspension bridges, truss spans, concrete arch bridges, and bridges requiring unique analytical methods or other design features not commonly addressed in AASHTO publications. This type of work is separated into two categories:

(I) Type of Work 4.3.1: Complex Bridge Design – Concrete: This group includes design for the construction, rehabilitation, widening, or lengthening of concrete superstructures of the structure types listed in this category.

(II) Type of Work 4.3.2: Complex Bridge Design – Steel: This group includes design for the construction, rehabilitation, widening, or lengthening of steel superstructures of the types listed in this category.

d. Type of Work 4.4: Movable Span Bridge Design. This type of work includes the design of bascule bridges and other movable bridges. The work includes all structural, electrical, and mechanical requirements. Typically, this includes design for the construction, rehabilitation, widening, or lengthening of bascule bridges, swing bridges, and vertical lift bridges.

2. Qualification Requirements. Qualification will be assessed from the résumés of individuals employed by the firm. The résumés must state which bridge components were actually designed by the individual. General oversight or project management activities will not be considered for qualification purposes.

a. Type of Work 4.1.1: Miscellaneous Structures. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of structural experience, designing items such as sound barriers, structural supports for highway signs, luminaries, and traffic signals, or in bridge design; and two structural design engineers/technicians having a minimum of three years each of design experience, either designing items such as sound barriers, structural supports for highway signs, luminaries, and traffic signals, or in bridge design. The qualifying professional engineer(s) shall be responsible for quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved. Certifications will be pursuant to Section 837.06, F.S.

b. Type of Work 4.1.2: Minor Bridge Design. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years structural bridge design experience; and two structural design engineers/technicians having a minimum of three years each of bridge design experience. The professional engineer shall be responsible for quality assurance of all the design services.

c. Type of Work 4.2.1: Major Bridge Design-Concrete. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each of structural bridge design experience in continuous span concrete bridges as defined for Work Group 4.2.1: Major Bridge Design – Concrete, excluding segmental bridges or qualified as required in Work Group 4.2.3: Major Bridge Design – Segmental with an additional two years of design experience in continuous span concrete bridges as defined in Work Group 4.2.1: Major Bridge Design – Concrete; and three or more structural design engineers/technicians having a minimum of three years each of bridge design experience. The qualifying professional engineers shall be responsible for the quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved.

d. Type of Work 4.2.2: Major Bridge Design – Steel. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each of structural bridge design experience in continuous span steel bridges as defined in Work Group 4.2.2: Major Bridge Design – Steel and three or more structural design engineers/technicians having a minimum of three years of bridge design experience. The qualifying professional engineers shall be responsible for the quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved. Certifications will be pursuant to Section 837.06, F.S.

e. Type of Work 4.2.3: Major Bridge Design – Segmental. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each of structural bridge design experience in continuous span segmental concrete (precast or cast-in-place) bridges as defined in Work Group 4.2.3: Major Bridge Design – Segmental and three or more structural design engineers/technicians having a minimum of three years of bridge design experience. The qualifying professional engineers shall be responsible for the quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved. Certifications will be pursuant to Section 837.06, F.S.

f. Type of Work 4.3.1: Complex Bridge Design – Concrete. This type of work requires at least three professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each of structural concrete bridge design experience in categories as defined in Work Group 4.3.1: Complex Bridge Design – Concrete, and four or more structural design engineers/technicians having a minimum of three years each of bridge design experience. The qualifying professional engineers shall be responsible for the quality assurance of all design services and shall sign a letter of certification stating the project

documents have been reviewed under the quality assurance process and that all issues are resolved. Certifications will be pursuant to Section 837.06, F.S.

g. Type of Work 4.3.2: Complex Bridge Design – Steel. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each of structural steel bridge design experience in categories as defined in Work Group 4.3.2: Complex Bridge Design – Steel and three or more structural design engineers/technicians having a minimum of three years of bridge design experience. The qualifying professional engineers shall be responsible for the quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved. Certifications will be pursuant to Section 837.06, F.S.

h. Type of Work 4.4: Movable Span Bridge Design. This type of work requires qualification in type of work 4.2.2: Major Bridge Design – Steel, and also requires an electrical engineer and a mechanical engineer both registered with the Florida State Board of Professional Engineers. In addition to the experience requirements for type of work 4.2 4.2.2: Major Bridge Design – Steel, the professional engineers will have at least five years of movable bridge structural design experience and the three engineers/technicians shall have a minimum of three years of movable bridge design experience. At least one of the professional engineers or engineer/technicians will have experience in the design of at least three movable bridge electrical control systems within the last 10 years and one will have experience in the design of at least three movable bridge drive systems within the last 10 years. The electrical engineer will have experience in the design of at least three movable bridge electrical control systems within the last 10 years and experience with the commonly used bridge leaf motion control techniques used within the last 30 years. The mechanical engineer will have experience in the design of at least three movable bridge drive systems within the last 10 years and experience with the commonly used bridge drive systems used within the last 30 years. The qualifying professional engineers shall be responsible for the quality assurance of all the design services and shall sign a letter of certification stating the project documents have been reviewed under the quality assurance process and that all issues are resolved.

(d) Group 5. Bridge Inspection. This work group is defined as the on-site inspection, load rating, and preparation of bridge inspection reports in accordance with approved federal and state statutes, policies, guidelines, and standards. Availability of required equipment will also be considered, along with level of experience in evaluating qualification.

1. This group includes the following sub-categories of qualification:

a. Type of Work 5.1: Conventional Bridge Inspection. This type of work includes inspection and load rating of all types of bridges except movable bridges, box girders, bulb-tees, suspension, cable stayed, post-tensioned segmental concrete, large steel trusses, high-rise structures, and other complex bridge structures.

b. Type of Work 5.2: Movable Bridge Inspection. This type of work includes inspection and load rating of all types of movable structures (vertical lift, swing span, and bascule), utilizing specialty skills in inspection, load rating, and design of mechanical and electrical equipment.

c. Type of Work 5.3: Complex Bridge Inspection. This type of work includes inspection and load rating of all complex bridges except movable bridges. Typical types of structures will include box girders, bulb-tees, suspension, cable stayed, post-tensioned segmental concrete, high-rise structures, and large steel trusses.

d. Type of Work 5.4: Bridge Load Rating. This type of work involves the process of determining the live load capacity of a structure.

2. Qualification Requirements. Types of work 5.1, 5.2, 5.3, and 5.4: Bridge Inspection. This type of work requires at least one professional engineer registered with the Florida State Board of Professional Engineers, having experience appropriate to the sub-category requested. For types of work 5.1, 5.2, and 5.3, the engineer must have participated in field inspections meeting the requirements of the National Bridge Inspection Standards, Appendix C to U.S. Department of Transportation Federal Highway Administration, *Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges*, Report No. FHWA-A-PD96-001, December 1995, incorporated herein by reference, for the structure types in the sub-category for which qualification is requested. For type of work 5.4, the engineer must have performed a load rating of a bridge.

(e) Group 6. Traffic Engineering and Operations Studies. This work group includes the performance of studies of existing traffic problems within an urban area; and the determination of the most effective way to improve traffic flow and safety through the application of traffic engineering techniques and other corrective measures. It includes street and signal inventories; intersection and crossing diagrams; highway lighting information at nighttime high accident locations; and analysis of accident reports, traffic counts, travel times, parking practices, and laws and ordinances affecting transportation. This work group is limited to generalized

description and schematic layouts of the proposed improvements, including right of way requirements, and generally does not include the preparation of construction plans and the writing of specifications for traffic system projects.

1. This group includes the following sub-categories of qualification:

a. Type of Work 6.1: Traffic Engineering Studies. This type of work is defined as the study of operational problems and the determination of traffic operational improvements for efficiency and safety. This work group includes studies for the following: signing, marking, and signal inventories; traffic counts; intersection and collision diagrams; signal warrant and intersection analysis; and travel time and delay studies. Many of the traffic engineering studies require knowledge and experience with traffic engineering computer programs such as SOAP, PASSER, and TRANSYT. This type of work requires the consultant to make specific recommendations to improve the operational efficiency at a particular location.

b. Type of Work 6.2: Traffic Signal Timing. This type of work is defined as the timing of traffic signals to improve traffic flow and safety. Department approved traffic engineering computerized timing programs shall be used. This type of work includes data collection, intersection analysis and documentation, section analysis and documentation, timing implementation and fine tuning, and timing evaluation.

c. Type of Work 6.3: Intelligent Transportation Systems Analysis, Design, and Implementation. This type of work is defined as the use of electrical engineering, electronics engineering, computer science, and traffic engineering to analyze, design, and implement real-time intelligent transportation systems. This includes system performance and cost analysis, system hardware and software design, development of management plans, system installation and operation, system testing and debugging, system documentation, and the training of operations personnel. This work Type is subdivided into four categories: Type of Work 6.3.1: Intelligent Transportation Systems Analysis and Design, Type of Work 6.3.2: Intelligent Transportation Systems Implementation, Type of Work 6.3.3: Intelligent Transportation Traffic Engineering Systems Communications, and Type of Work 6.3.4: Intelligent Transportation Systems Software Development.

2. Qualification Requirements.

a. Type of Work 6.1: Traffic Engineering Studies. This type of work requires a professional engineer, registered with the Florida State Board of Professional Engineers, having at least two years of post-registration traffic studies experience.

b. Type of Work 6.2: Traffic Signal Timing. This type of work requires a professional engineer, registered with the Florida State Board of Professional Engineers, having demonstrated traffic signal timing experience in the application and interpretation of traffic flow and signal timing models.

c. Type of Work 6.3: Intelligent Transportation Systems Analysis, Design, and Implementation. This type of work requires a professional engineer, registered with the Florida State Board of Professional Engineers, having at least three years of post-registration experience in the technical skill area for which qualification is requested. These technical skill areas are as follows:

(I) Type of Work 6.3.1: Intelligent Transportation Systems Analysis and Design. This type of work requires experience involving the production of competently engineered design, and preparation of construction plans and specifications for traffic control systems, freeway operations systems, dynamic message sign systems, closed circuit television camera systems, detection systems, and automatic vehicle identification systems. The experience must also involve traffic engineering software applications, freeway control software, and computerized timing programs.

(II) Type of Work 6.3.2: Intelligent Transportation Systems Implementation. This type of work requires experience involving realtime traffic control systems, system installation and testing, and knowledge of Construction Engineering Inspection (CEI) requirements for intelligent transportation construction projects.

(III) Type of Work 6.3.3: Intelligent Transportation Traffic Engineering Systems Communications. This type of work requires documented experience involving electronic engineering of system hardware, digital system design, specifications, and utilization. The experience must involve electrical engineering of power and communications, including power distribution, standby power supply, lightning protection, hardware interconnect, fiber optic networks, wireless communications networks, local area networks, wide area networks, Internet communications, data recording, data transmission, modulating, and multiplexing techniques.

(IV) Type of Work 6.3.4: Intelligent Transportation Systems Software Development. This type of work requires documented experience in software development, specifically with intelligent transportation systems applications, and computer science (realtime process control software systems, including realtime executive Input/Output (I/O) processing and priority interrupt based processing). The experience must also involve system software testing and debugging, data base software, graphical user interfaces, system documentation, and training of operations personnel.

(f) Group 7. Traffic Operations Design. This work group is defined as the production of competently engineered designs, and

preparation of construction plans and specifications for a variety of traffic operations type work.

1. This group includes the following sub-categories of qualifications:

a. Type of Work 7.1: Signing, Pavement Marking, and Channelization. This type of work includes designing, preparing construction plans, and writing specifications for signing, pavement marking, and channelization. Such work involves structural support and foundation calculations, and requires a basic knowledge of traffic engineering studies.

b. Type of Work 7.2: Lighting. This type of work includes designing, preparing construction plans, and writing specifications for roadway lighting improvements. Such work involves lighting calculations, pole location, foundation design, electrical circuit calculations, and power supply and distribution design, and requires a basic knowledge of traffic engineering studies.

c. Type of Work 7.3: Signalization. This type of work includes designing, preparing construction plans, and writing specifications for traffic signalization. Such work involves capacity calculations, signal operating plan development, timing calculations, equipment location, pole and foundation designs, etc., and requires a basic knowledge of traffic engineering studies and traffic signal retiming.

2. Qualification Requirements. Qualification for this work group requires a professional engineer, registered with the Florida State Board of Professional Engineers, who has served in responsible charge of at least one project in the type of work, as defined above, for which qualification is requested.

(g) Group 8. Surveying and Mapping. This work group includes surveying and mapping, as defined in Rule Chapter 61G17-6, F.A.C., required for the land acquisition, design, and construction of transportation projects.

1. This group includes the following sub-categories of qualification:

a. Type of Work 8.1: Control Surveying. This type of work provides horizontal and vertical control to a specified standard for Department projects.

b. Type of Work 8.2: Design, Right of Way, and Construction Surveying. This type of work includes boundary surveys, right of way surveys, as-built surveys, construction layout surveys, topographic surveys, hydrographic surveys, quantity surveys, record surveys, mean high water line surveys, and special purpose surveys.

c. Type of Work 8.3: Photogrammetric Mapping. This type of work includes surveys and the preparation of maps using photogrammetric methods.

d. Type of Work 8.4: Right of Way Mapping. This type of work includes the production of right of way related maps, as well as the preparation of legal descriptions and sketches of legal descriptions based on information supported by the applicable surveys or maps defined in the preceding types of work, title searches, and other documents.

2. Qualification Requirements: To qualify to perform surveying and mapping services as defined above, the consultant must employ at least one professional surveyor and mapper, registered with the Florida Board of Professional Surveyors and Mappers, having at least one year of documented post registration experience in the specific type of work for which qualification is requested. The consultant must also employ at least two additional technical personnel, each having at least one year of documented experience in the specific type of work for which qualification is requested. In addition, the consultant must submit a written statement of intent to use equipment and software meeting the accuracy, formatting, and other requirements defined in Department policies, procedures, manuals, or handbooks, related to the type(s) of work for which qualification is sought.

(h) Group 9. Soil Exploration, Material Testing, and Foundations.

1. This group includes the following sub-categories of qualification:

a. Type of Work 9.1: Soil Exploration. This type of work includes acquisition and reporting of subsurface material, hydrological, and environmental information to be used for the planning, design, construction, and performance of transportation facilities. The methodology involved includes on-site investigations by performing borings, Standard Penetration tests, Cone Penetration tests, and rock coring; the use of specialized test equipment, such as the field vane, pressuremeter, or dilatometer; and the use of geophysical methods. Also included is the field classification of materials and acquisition of soil and rock samples.

b. Type of Work 9.2: Geotechnical Classification Lab Testing. This type of work includes conducting tests on soil and rock according to Department approved specifications for the purpose of classifying materials. The methodology involved includes testing moisture content, grain size, Atterberg limits, compaction, and Limerock Bearing Ratio (LBR) tests.

c. Type of Work 9.3: Highway Materials Testing. This type of work includes sampling and testing various materials and reporting results and recommendations. Work will be performed at mines, quarries, mills, refineries, processors, producers, fabricators, constructors, laboratories, and project construction sites; some of which will be outside the State of Florida. Materials to be tested include aggregates; concrete products; cements and additives, including water, epoxies, and curing compounds; bituminous

materials, mixtures, additives, and joint fillers; metals; galvanizing, rubber, paints, and other coatings; and soils and limerock.

d. Type of Work 9.4: Foundation Studies. This group is subdivided into two categories:

(I) Type of Work 9.4.1: Standard Foundation Studies. This type of work includes producing reports which include selection of the type (shallow foundations, piles, and redundant drilled shafts) and depth of foundation for bridges and other structures; bearing capacity and the predicted settlement of the selected foundation; slope stability; surcharge or stage construction time schedules for construction over soft ground; pile load tests; soil treatment; stabilization; and direction of field instrumentation installation, including the interpretation of data obtained and other foundation studies using the applicable Department Standard Specifications for Road and Bridge Construction, and Federal Highway Administration guidelines and checklist.

(II) Type of Work 9.2.2: Non-redundant Drilled Shaft Bridge Foundation Studies. This type of work includes the work activities described in Type of Work 9.4.1: Standard Foundation Studies and, in addition, the complex geotechnical analyses required for the design and construction of non-redundant drilled shaft bridge foundations.

e. Type of Work 9.5: Geotechnical Specialty Lab Testing. This type of work includes conducting tests on soil and rock according to Department approved specifications for the purpose of identifying their physical properties. The methodology involved includes testing permeability, consolidation, unconfined compression, direct shear, splitting tensile, and triaxial.

2. Qualification Requirements. For all sub-categories this work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of experience in the activities normally associated with the category(ies) under consideration.

a. Type of Work 9.1: Soil Exploration. This type of work requires one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of experience in activities normally associated with soil exploration. The consultant must have equipment (in-house or subcontracted) necessary to perform the work. It should be noted that the qualified consultant shall be solely responsible for any and all explorations work, whether performed by the consultant or its subcontractor.

b. Type of Work 9.2: Geotechnical Classification Lab Testing. This type of work requires one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of experience in activities normally associated with geotechnical testing. The consultant must have at least one technician with a minimum of two years of experience in geotechnical testing and LBR Technician qualification under the Department's Construction Training Qualification Program. In addition, the consultant must have in-house the following equipment: oven, balance, stirring apparatus, hydrometer bulb, hydrometer bath, thermometer, sieves, sieve shaker, liquid limit device, grooving tool, pycnometer, molds, compaction hammer, straightedge, and LBR loading device with penetration piston.

c. Type of Work 9.3: Highway Materials Testing. This type of work requires one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of experience in activities normally associated with highway materials testing. Among the consultant's personnel, at least one individual must possess LBR Technician qualification, one individual must possess Asphalt Plant Level I qualification, one individual must possess Concrete Field testing Technician Level I qualification under the Department's Construction Training Qualification Program, and one individual must possess nuclear gauge operator certification as provided by a gauge manufacturer. In addition, the consultant must have (in-house) at least the following test equipment: oven, balances, sieves, mechanical shaker, colorimetric kit, compression testing machine, moisture curing room or tanks, slump cone, air meters, gravity apparatus, thermometers, pycnometer, pulverizing apparatus, jaw crusher apparatus, splitter or quartering device, Los Angeles machine, flowmeter, water bath, muffle furnace, compaction hammer, molds LBR loading devices with penetration piston, soak tanks, and ignition furnace.

d. Type of Work 9.4: Foundation Studies.

(I) Type of Work 9.4.1: Standard Foundation Studies. This type of work requires one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years of experience in activities normally associated with standard foundation studies.

(II) Type of Work 9.4.2: Non-redundant Drilled Shaft Bridge Foundation Studies. This type of work requires qualification in Type of Work 9.4.1: Standard Foundation Studies, and, in addition, two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of three years of experience each in activities normally associated with non-redundant drilled shaft foundation design. The qualifying professional engineers shall be responsible for the quality assurance of the design services, and shall sign a letter of certification stating that the project documents have been reviewed under the quality assurance process, and that all issues are resolved.

(III) Type of Work 9.5: Geotechnical Specialty Lab Testing. The consultant must have at least one staff member with at least four years of experience performing the tests, or an equivalent bachelor's degree. In addition, the consultant must have (in-house) at least the following test equipment: oven, balances, permeameter, consolidation load device, load frame, direct shear machine, triaxial panel, and a triaxial cell.

(i) Group 10. CEI. This type of work involves the monitoring and inspection of the work required under various construction contracts. This type of work includes coordinating with other public agencies, utilities, and affected property owners.

1. This group includes the following subcategories of qualification:

a. Type of Work 10.1: Roadway CEI. This type of work includes the administration and inspection of single or multiple construction contracts on rural, municipal, urban, and interstate facilities; including necessary minor bridges as defined in Type of work 3.1.

b. Type of Work 10.2: Reserved.

c. Type of Work 10.3: Construction Materials Inspection. This type of work includes conducting inspections and investigations of various highway materials or products, together with the proper recording, analysis, and reporting of results and recommendations. The work will be performed at mines, quarries, mills, refineries, processors, producers, fabricators, constructors, and project construction sites; some of which will be outside the State of Florida.

d. Type of Work 10.4: Minor Bridge and Miscellaneous Structures CEI. This type of work includes the CEI of conventional non-standard concrete box culverts, retaining walls, sound barriers, structural supports for highway signs, luminaries, and traffic signals. Generally, this group of structures is limited to conventional foundation types, simple geometry, and having total estimated bridge(s) plan area(s) no greater than 100,000 square feet (sum of the areas of multiple bridges). Typically, this includes the construction, rehabilitation, widening, or lengthening of box culverts, retaining walls, cast-in-place or precast prestressed short span slab type bridges, simple span prestressed concrete beam bridges, and simple span I-beam bridges.

e. Type of Work 10.5: Major Bridge CEI. This type of work includes CEI of structures that cannot be included in Type of Work 10.4 because of deck area, complex geometry (curvature, skew, or variable width), complex design (including bridges with statically indeterminate superstructure components) with spans estimated to be less than 400 feet, non-conventional substructures, bridges over navigable waters, and railroad bridges. This group is separated into three categories:

(I) Type of Work 10.5.1: Major Bridge CEI – Concrete. This type of work includes CEI for the construction, rehabilitation, widening, or lengthening of structurally-continuous concrete superstructures (longitudinally post-tensioned concrete beam bridges, etc.), reinforced concrete boxes, and post-tensioned substructures.

(II) Type of Work 10.5.2: Major Bridge CEI – Steel. This type of work includes CEI for the construction, rehabilitation, widening, or lengthening of structurally-continuous steel superstructures (steel box girders, curved steel girder bridges, etc.).

(III) Type of Work 10.5.3: Major Bridge CEI – Segmental. This type of work includes CEI for the construction, rehabilitation, widening, or lengthening of precast or cast-in-place concrete post-tensioned segmental superstructures or substructures.

f. Type of Work 10.6: Movable Span Bridge CEI: This type of work includes the CEI of structures that cannot be included in Type of Work 10.5.1 or 10.5.2 because of unique, specialized, or uncommon types of designs. Typically, this includes the construction, rehabilitation, widening, or lengthening of bridges with estimated span(s) longer than 400 feet, tunnels, cable-stayed bridges, suspension bridges, truss spans, arch bridges, and bridges requiring unique analytical methods or other design features not commonly addressed in AASHTO publications. This group is separated into two categories:

(I) Type of Work 10.6.1: Complex Bridge CEI – Concrete: This type of work includes CEI for the construction, rehabilitation, widening, or lengthening of concrete superstructures of the structure types listed in Type of Work 10.6.

(II) Type of Work 10.6.2: Complex Bridge CEI – Steel: This type of work includes CEI for the construction, rehabilitation, widening, or lengthening of steel superstructures of the structure types listed in Type of Work 10.6.

g. Type of Work 10.7: Movable Span Bridge CEI: This type of work includes the CEI of bascule bridges and other movable bridges. The work includes all structural, electrical, and mechanical requirements. Typically, this includes CEI for the construction, rehabilitation, widening, or lengthening of bascule bridges, swing bridges, and vertical lift bridges.

2. Qualification Requirements.

a. Type of Work 10.1: Roadway CEI. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least two years of responsible charge experience as a project engineer on a roadway construction inspection project.

b. Type of Work 10.2: Reserved.

c. Type of Work 10.3: Construction Materials Inspection. This type of work requires a minimum of one professional engineer, registered with the Florida State Board of Professional Engineers, having at least three years of responsible experience in bridge or roadway construction inspection.

d. Type of Work 10.4: Minor Bridge and Miscellaneous Structures CEI. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of five years experience in the performance of CEI for Type of Work 10.4; and two engineers/project administrators having a minimum of three years each CEI for Type of Work 10.4.

e. Type of Work 10.5.1: Major Bridge CEI – Concrete. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each in the performance of CEI for Type of Work 10.5.1 in continuous span concrete bridges as defined in Type of Work 10.5.1, excluding segmental bridges, or qualified as required in work group 10.5.3 with one additional year of CEI experience in continuous span concrete bridges as defined in Type of Work 10.5.1, three or more engineers/technicians having a minimum of three years each in the performance of CEI for Type of Work 10.5.2.

f. Type of Work 10.5.2: Major Bridge CEI – Steel. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each in the performance of CEI for Type of Work 10.5.2 in continuous span steel bridges as defined for Type of Work 10.5.2 above and three or more engineers/technicians having a minimum of three years each in the performance of CEI for Type of Work 10.5.2.

g. Type of Work 10.5.3: Major Bridge CEI – Segmental. This type of work requires at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years each in the performance of CEI for Type of Work 10.5.3 in continuous span post-tensioned segmental concrete (precast or cast-in-place) bridges as defined for Type of Work 10.5.3 and three or more engineers/technicians having a minimum of three years each in the performance of CEI for Type of Work 10.5.3.

h. Type of Work 10.6.1: Complex Bridge CEI – Concrete. This type of work requires at least three professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years experience each in the performance of CEI for Type of Work 10.6.1 in categories as defined in Type of Work 10.6.1 and four or more engineers/ technicians having a minimum of three years each in the performance of CEI for Type of Work 10.5.1.

i. Type of Work 10.6.2: Complex Bridge CEI – Steel. This type of work requires at least three professional engineers, registered with the Florida State Board of Professional Engineers, having a minimum of five years experience each in the performance of CEI for Type of Work 10.6.2 and four or more engineers/technicians having a minimum of three years each in the performance of CEI for Type of Work 10.6.2.

j. Type of Work 10.7: Movable Span Bridge CEI. This type of work requires qualification in Type of Work 10.5.2 and also requires an electrical engineer and a mechanical engineer both registered with the Florida State Board of Professional Engineers. In addition to the experience requirements for Type of Work 10.5.2, the professional engineers will have at least five years of experience in the performance of CEI for Type of Work 10.7 and three engineers/technicians shall have a minimum of three years of movable bridge experience in the performance of CEI for Type of Work 10.7. At least one of the professional engineers or engineer/technicians will have experience in CEI of at least three movable bridge electrical control systems within the last 10 years and one will have experience in CEI of at least three movable bridge drive systems within the last 10 years. The electrical engineer will have experience in CEI of at least three movable bridge electrical control systems within the last 10 years and experience with the commonly used bridge leaf motion control techniques used within the last 30 years. The mechanical engineer will have experience in CEI of at least three movable bridge drive systems within the last 10 years and experience with the bridge drive systems commonly used within the last 30 years.

(j) Group 11. Engineering Contract Administration and Management.

1. Type of Work: Engineering Contract Administration and Management. This type of work is defined as the administration and management of engineering activities. Consultants applying for qualification in this type of work must be determined qualified in a number of categories under this rule chapter. Examples of assignments made to a consultant qualified for this type of work are:

a. Engineering analysis of transportation facility deficiencies; and the preparation of an engineering scope of services and staff hour estimate to correct those deficiencies.

b. Project schedule development for planning, environmental, design, and construction engineering inspection activities.

c. Review and analysis of professional engineering issues contained in statements of qualification and technical proposals

submitted by consultants competing for professional contracts.

d. Conduct Scope of Service meetings with professional consultants.

e. Preparation of contractual agreements for professional services in accordance with Department policies and procedures.

f. Supervision and management of engineering consultants on individual projects, responding to their technical questions, and reviewing their work in progress and completed work.

g. Representing the Department during professional service negotiations with consultants, utilities, and other entities.

h. Other professional engineering activities associated with the acquisition and management of professional consulting services.

2. Qualification Requirements. Engineering Contract Administration and Management. To be determined qualified for this type of work, a consultant must be qualified by the Department in the following Groups and Types of Work under this rule chapter: Group 3, Types of Work 4.1.1, 4.1.2, 4.2.1, 4.2.2, and 6.1, Group 7, and Type of Work 10.1. Firms deemed qualified in these groups and requesting qualification for Group 11 will be deemed qualified without a requirement to submit additional qualification documentation or materials.

(k) Group 13. Planning. This type of work involves the determination of future actions necessary to address the need for transportation facilities and services. The work effort may involve planning both short range (up to 10 years) and long range (more than 10 years) time periods, and may involve any or all typical activities of planning, including development and refinement of processes and procedures; development and analysis of policies, goals, and objectives; data collection and analysis; issue analysis; development and use of forecasting and other models; analysis of transportation/land use relationships; assessing the impact that planning transportation improvements may have on private property; establishment of standards and performance criteria; forecasts of transportation and transportation related data; determination and analysis of alternatives; multimodal/intermodal tradeoff analysis; analysis of alternatives; multimodal/intermodal tradeoff analysis; development of recommended plans and courses of action; financial feasibility; assessment of the impacts of growth management requirements on transportation; and public participation and coordination with other planning processes and plans.

1. This group includes the following sub-categories of qualification:

a. Type of Work 13.1: Reserved.

b. Type of work 13.2: Reserved.

c. Type of Work 13.3: Policy Planning. This type of work involves transportation and transportation related planning activities in the broadest or most general way. Planning in this sub-category usually occurs at levels where difficult trade-offs in the use and allocation of resources must be made and where many people will be affected in important but often subtle ways. Hence, the ability to use judgement, both political and technical/professional, is very important, as is the ability to effectively communicate using a variety of media. Included in this sub-category are development and refinement of statewide transportation plans or plan components, and activities involving the determination of the impacts and implications of policies, legislative issues, processes, and standards on a wide variety of subjects, including: transportation facilities and services; land use; the environment; the private sector; and the public.

d. Type of Work 13.4: Systems Planning. This type of work deals with planning for entire systems (one or several modes) of transportation covering an entire geographic area such as the development of long range transportation plans for an MPO, county, or region; or the development of an ITS Strategic Plan for a region. Included in this sub-category are activities involving the systematic analysis of future demand for transportation facilities and services, leading to recommendations for addressing that demand. Typical activities include: data collection and analysis, including analysis of transportation/land use relationships; estimation, forecasting, and assignment of travel demand, including modeling the characteristics and use of transportation systems; mode split and multimodal tradeoff analysis; development of ITS strategies; impact analysis; evaluation and decision making; cost analysis and financial feasibility; and modal coordination and management. Although recommendations as to the type, number, and approximate location of transportation facilities are to be made, this sub-category does not include determination of the precise location or design of facilities or systems.

e. Type of Work 13.5: Subarea/Corridor Planning. This type of work deals with planning for entire systems or portions of systems (one or several modes) of transportation covering a smaller geographic area than Systems Planning or for a specific transportation corridor. Included in this sub-category are activities involving the systematic analysis of future demand for transportation facilities and services, leading to recommendations for addressing that demand. Typical activities, usually performed at a more detailed level than with systems planning, include data collection and analysis, as well as: analysis of transportation/land use relationships; estimation, forecasting, and assignment of travel demand, including modeling the characteristics and use of

transportation systems; mode split and multimodal tradeoff analysis; development of ITS strategies to maximize the operation of the corridor; impact analysis; evaluation and decision making; cost analysis; and financial feasibility; and modal coordination and management. Although recommendations as to the type, number, and approximate location of transportation facilities are to be made, this sub-category does not include determination of the precise location or design of facilities or systems.

f. Type of Work 13.6: Land Planning/Engineering. This work involves planning and engineering in support of assessing the impacts that proposed transportation improvements may have on private property. Included in this sub-category are activities involving site analysis for compliance with comprehensive plans, local ordinances, and appraisers' cost to cure; reviewing and providing engineering opinions of site plans for feasibility and conformance with applicable codes and regulations; assessing the impact to drainage and environment; and preparing site plan and studies which may encompass parking layout, vehicle use areas, and general site consideration in conformance with applicable codes, laws, and regulations.

g. Type of Work 13.7: Transportation Statistics. This type of work involves data collection, analysis, editing, processing, and reporting to support planning, design, and maintenance of the transportation network. This type of work also involves the construction, replacement, or repair of traffic monitoring equipment including sensors (either installed in, or along the roadway) and associated equipment and appurtenances. The construction of traffic monitoring sites may include design, preparing construction plans, writing specifications, and construction engineering supervision. Special traffic counts may also be performed under this activity to support production and development activities and special needs.

2. Qualification Requirements.

a. Type of Work 13.1: Reserved.

b. Type of Work 13.2: Reserved.

c. Type of Work 13.3: Policy Planning. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least five years of training and experience in areas directly related to policy planning; or at least one professional engineer, registered with the Florida State Board of Professional Engineers, with at least one employed planner having training and experience in areas directly related to policy planning; or at least one planner, certified with the American Institute of Certified Planners, having training and experience in areas directly related to policy planning.

d. Type of Work 13.4: Systems Planning. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least five years of training and experience in areas directly related to systems planning; or at least one professional engineer, registered with the Florida State Board of Professional Engineers with at least one employed planner having at least five years of training and experience in areas directly related to systems planning; or at least one planner, certified with the American Institute of Certified Planners, having at least five years training and experience in areas directly related to systems planning.

e. Type of Work 13.5: Subarea/Corridor Planning. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least one year of post-registration experience in areas directly related to subarea/corridor planning; or at least one professional engineer, registered with the Florida State Board of Professional Engineers, with at least one employed planner having at least one year of experience in areas directly related to subarea/corridor planning; or at least one planner, certified with the American Institute of Certified Planners, having at least one year of experience in areas directly related to subarea/corridor planning.

f. Type of Work 13.6: Land Planning/Engineering. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having a minimum of three years of experience in comprehensive planning or areas directly related to assessing impacts to private property; or at least one professional engineer, registered with the Florida State Board of Professional Engineers, with at least one employed planner having a minimum of three years of experience in comprehensive planning or areas directly related to assessing impacts to private property; or at least one landscape architect registered with the Florida State Board of Landscape Architecture, having training and experience in areas directly related to assessing impacts to private property, or at least one planner, certified with the American Institute of Certified Planners, with a minimum of three years of experience in comprehensive planning or areas directly related to assessing impacts to private property.

g. Type of Work 13.7: Transportation Statistics. This type of work requires at least one professional engineer, registered with the Florida State Board of Professional Engineers, having at least one year of post-registration experience in activities associated with the collection of traffic data of a statistical nature that can be used in the Department's databases such as the Rail-Highway Crossing Inventory (RHCI), Traffic Characteristics Inventory (TCI), and Roadway Characteristics Inventory (RCI), or used to support other Department activities such as highway design. In addition, either the same engineer, or an additional professional

engineer registered with the State Board of Professional Engineers with at least one year of post-registration experience in the construction, replacement, or repair of traffic monitoring equipment, including sensors (either installed in, on, or alongside the roadway) and associated equipment and appurtenances, and maintenance of traffic is required.

(l) Group 14. Architect.

1. Type of Work. This type of work is defined as the rendering of services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding such structures. These services include planning; providing preliminary study designs, drawings, and specifications; architectural supervision; job-site inspection; and administration of construction contracts.

2. Qualification Requirements. This type of work requires at least one architect, registered with the Florida State Board of Architecture and Interior Design, with a minimum of five years of post-registration experience in commercial design and favorable references.

(m) Group 15: Landscape Architect.

1. Type of Work. This type of work is defined as the rendering of services in connection with the design and construction of landscape projects. These services include planning; site planning; providing preliminary study designs, drawings, and specifications; landscape architectural supervision; job-site inspection; and administration of construction contracts.

2. Qualification Requirements. This type of work requires at least one landscape architect, registered with the Florida State Board of Landscape Architecture, with at least five years of post-registration experience in landscape architecture projects.

(n) Group 20. Appraisal Services.

1. This type of work is defined as the services provided by an appraiser to the State of Florida, Department of Transportation. Appraisal Services include: “Appraisal Assignment” in which a person is employed or retained to act as a disinterested third party in rendering objective and unbiased analyses, opinions, reviews, or conclusions relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property. Such appraisal services must be in compliance with the Uniform Standards of Professional Appraisal Practice, as incorporated by reference in Section 475.628, F.S.

2. Qualification Requirements. This type of work requires a minimum of one person licensed as a State Certified General Real Estate Appraiser issued by the Florida Department of Business and Professional Regulation, with a minimum of three years experience in appraising for eminent domain purposes.

(o) Group 21. Acquisition, Negotiation, Closing, and Order of Taking.

1. Type of Work. This type of work involves notifying all affected parties of their rights pursuant to Section 73.015, F.S.; reviewing and verifying all title work; reviewing right of way maps and construction plans and verifying that all legal descriptions, right of way maps, and appraisals correspond; conducting surveys to identify all businesses operating on property being acquired; preparing real property/personal property inventories; making purchase offers including the approved market value estimate, and conducting negotiations in accordance with state policies and procedures and all applicable laws; when applicable, making business damage counteroffers and conducting negotiations to settle business damage claims in accordance with state policies and procedures; participating in the non-binding pre-litigation mediation process; preparing recommendations for administrative settlements; preparing and processing invoices for requesting warrants for settlements, and order of taking deposits; conducting all necessary closings as well as preparation, styling, and filing of lawsuit packages under the direction of the Department’s attorney; providing assistance to the Department’s attorneys in obtaining Orders of Taking, including providing testimony and responding to interrogatories; and maintaining complete written documentation of all contacts with property owners or property owners’ representatives.

2. Qualification Requirements. This type of work requires registration of the consultant with the Florida Real Estate Commission and, at a minimum, one real estate broker and one real estate salesperson licensed by the State of Florida, Department of Business and Professional Regulation. These employees each must have at least three years of demonstrated experience in transportation acquisition projects.

(p) Group 22. Acquisition Business Damage Estimating and Estimate Review.

1. Type of Work. This type of work is defined as the preparation of business damage estimate reports describing the impact of a right of way acquisition on the income, expenses, and profits of a particular business, in accordance with the standards established in Rule Chapter 14-102, F.A.C., and all other recognized accounting and performance standards; and the critical and analytical review and evaluation of business damage estimate reports, exhibits, and other documentation submitted to the Department by the business damage estimator on behalf of the Department or business owners.

2. Qualification Requirements. This type of work requires a minimum of one employee, registered as a Certified Public Accountant in the State of Florida, with a minimum of three years of demonstrated professional accounting work, after registration. This type of work also requires the Certified Public Accountant to demonstrate previous experience in the preparation of accepted business damage estimate reports for the Department within the last three years immediately preceding application for qualification; or have served as an expert witness in the State of Florida in eminent domain cases or other legal cases regarding business valuation or damages within the last three years immediately preceding application for qualification; or a minimum of 48 hours of completed course work, directly related to business valuation. Verification of course work shall be by copies of course certificates of completion issued by the course provider which will indicate the number of hours that may be counted for continuing professional education credits.

(q) Group 24. Acquisition Relocation Assistance.

1. Type of Work. This type of work is defined as relocation planning at the conceptual stage of a transportation project and the preparation of the Relocation Needs Assessment Survey, identifying displaced persons and likely business damage candidates pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act and 49 C.F.R., Part 24, incorporated herein by reference, and available at: http://www.fhwa.dot.gov/realestate/ua/index.htm. Advisory services, including personal interviews and coordination with displaced persons, must be provided to ensure the timely relocation to replacement properties. Relocation assistance also involves the delivery of all required notices and offers to owners and tenants, the location and offer of comparable decent, safe and sanitary replacement dwellings available for sale or rent, the computation of replacement housing payments, the determination of appropriate move cost payments, the monitoring of moves, the preparation of claim packages, invoicing of payment amounts, and delivery of warrants. The work also entails obtaining all information pertinent to evictions and relocation appeals, and includes providing testimony.

2. Qualification Requirements. This type of work requires a minimum of one full time employee with a minimum of three years of demonstrated current experience in administering and providing relocation assistance for transportation projects under the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act and 49 C.F.R., Part 24.

(r) Group 25. Right of Way Clearing and Leasing.

1. Type of Work. This type of work involves preparing real property/personal property inventories and inventory updates up to and including final disposition of the property; performing property inspections on an ongoing basis to determine the need for rodent control, maintenance, and security; conducting negotiations for short-term leases and preparing leasing documents for real and personal property prior to construction of a project; preparing, obtaining, managing, and reviewing contracts for consultant services to perform asbestos surveys, preparing asbestos operation and maintenance plans, preparing asbestos abatement specifications, and performing air and asbestos project monitoring; preparing, obtaining, and managing departmental contracts for asbestos abatement services; preparing, obtaining, and managing departmental contracts for demolition and removal services; inspecting demolition sites and documenting demolition activities; and preparing, obtaining, and managing Department contracts for removal of pollutant storage tanks.

2. Qualification Requirements. This type of work requires registration of the consultant with the Florida Real Estate Commission and, at a minimum, one real estate broker and one real estate salesperson licensed by the Florida State Department of Business and Professional Regulation. These employees each must have at least three years of demonstrated experience in managing properties acquired for transportation purposes and managing contracts for demolition activities. Additionally, at least one employee must be certified as an Asbestos Inspector and as an Asbestos Management Planner, and have a minimum of three years of administrative experience in the asbestos field.

Rulemaking Authority 287.055, 334.044(2), 337.105 FS. Law Implemented 287.055, 337.105, 337.1075 FS. History–New 6-30-73, Amended 3-24-77, 5-1-77, 8-31-77, 11-13-77, 9-20-83, 10-21-85, Formerly 14-75.03, Amended 3-29-89, 1-2-91, 9-29-92, 2-22-94, 8-5-96, 6-30-98, 8-2-01, 4-29-03, 5-15-06.

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

By:_____ _____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS

SELECTION COMMITTEE

PUBLIC OFFICERS / EMPLOYEES

TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS

CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date

DOT Technical Advisors:

Printed Names	Signatures	Date

375-030-50
PROCUREMENT
OGC – 1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

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I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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(continued on next page)

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS

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Letting Date: _____

Contract Number(s): _____

Technical Review/Awards Committee Members:

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Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS
Additional Page

Contract Number(s): _____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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Printed Names	Signatures	Date

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Printed Names	Signatures	Date

375-030-50
PROCUREMENT
OGC – 1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

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Printed Names	Signatures	Date

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> “The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.”

Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parities within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.

P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”. (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Submission of this statement is a perquisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Vendor Eligibility Check Prior to Contract Award

Project Description(s):_____

Financial Project Number(s):_____

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

Vendor Eligibility Check Prior to Contract Award

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx

*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Printed Name

Signature

Date: _____

CITY OF FORT PIERCE
TABULATION OF PROPOSALS

RFQ ON:	**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**
RFQ NUMBER:	**RFQ 2024-026**
DATE:	05/20/24 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
6 of 23 = 26.08 %
0 "No Bids"
Total = 26.08%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR
CAPTEC Engineering, Inc. *Stuart, FL*
Carnahan, Proctor & Cross, Inc. *Palm Beach, FL*
Culpepper & Terpening, Inc. *Fort Pierce, FL*
Gannet Fleming, Inc. *Fort Pierce, FL*
Johnson, Mirmiran & Thompson, Inc. *Fort Pierce, FL*
Metric Engineering, Inc. *Miami, FL*

PLEASE NOTE:

COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

RFQ NO. 2024-026
CEI SERVICES
CUMULATIVE EVALUATION MATRIX

8/7/24

RESPONDENTS	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5	TOTAL
Gannet Fleming, Inc. (Fort Pierce, FL)	81	81	82.5	89	93	426.5
Johnson, Mirmiran, & Thompson, Inc. (Fort Pierce, FL)	83	82	95	81	83	424
Captec Engineering Inc. (Stuart, FL)	53	87	85	88	98	411
Culpepper & Terpening, Inc. (Fort Pierce, FL)	55	82	85	89	99	410
Carnahan, Proctor & Cross, Inc. (Palm Beach, FL)	79	72	80	83	87	401
Metric Engineering, Inc. (Miami, FL)	77	70	77.5	83	78	385.5

CRITERIA	Points
Firms Qualifications/Experience: Includes information about the Proposer, their size, activities, and expertise with similar programs, and experience, qualifications and technical competence of Project Management and inspection staff.	**40**
Scope of Work/Ability to Meet Set Standards: Provides clear and concise understand of services essential to this contract.	**30**
Past Projects/References: Provides past experience of similar contracts or projects	**15**
Project Approach: Project Implementation Strategy	**10**
Compliance with RFQ Instructions: Firms proposal complied with instruction issued in the RFQ, clarity, readability, presentation of the submittal package.	**5**
TOTAL	**100**

City Commission Regular Meeting - 5:05 pm **12. d.**

Meeting Date: 09/03/2024

Re: City Manager Investigation

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Approval of the hiring Agreement to engage the services of Theodore "Ted" Small, Esquire, to conduct an independent investigation of City Manager Nicholas Mimms.

SUMMARY:

The City Commission, pursuant to Resolution No. 24-R47, directed an independent investigation into the alleged actions of City Manager Nicholas Mimms based on his arrest for criminal charges on August 14, 2024. Theodore "Ted" Small, Esquire, has agreed to conduct the investigation directed by the City Commission. Mr. Small has confirmed he has no prior history with the City of Fort Pierce or any of its elected officials, pursuant to the City Commission's direction.

RECOMMENDATION:

Approval of the Agreement.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

N/A

Fiscal Impact

OTHER INFORMATION:

$300/hour, $125 per day per diem, travel expenses, and incidentals

Attachments

Curriculum Vitae

Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	08/28/2024 05:50 PM

Form Started By: Sara Hedges Started On: 08/28/2024 10:36 AM

Final Approval Date: 08/28/2024

THEODORE W. SMALL JR.

P.O. Box 172 ♦ DeLand, Florida 32721 ♦ 386-740-0788 ♦ twsmallpa@gmail.com

*Well-practiced "lawyer's lawyer" with both small and large firm experience and an **AV** rating by Martindale-Hubbell for being recognized by his peers as having the highest legal ability and ethical standards.*

EDUCATION

- **University of Virginia School of Law – J.D., Hardy Cross Dillard Scholar**.
  - Received the Mary Claiborne and Roy H. Ritter Award.
  - Received the Herbert L. Kramer Public Service Award.
  - Received the Alumni Association Special Recognition of Leadership Award.
  - Received the Black Law Students Association Jack Gravely Award.
  - Co-founder/coordinator, Students United to Promote Racial Awareness.
  - Participant, Peer Advisor Program, Black Law Students Association.

- **Harvard College – A.B., Magna Cum Laude in History.**
  - Recognized on Dean's List and with Harvard College Scholarships.
  - Received the Robert Winfrey Leadership Award.
  - Co-founder/coordinator, *Uplift*, Harvard's Worship Services in the African American Tradition.
  - President, Harvard and Radcliffe Kuumba Singers.

PROFESSIONAL EXPERIENCE

- **Law Office of Theodore W. Small, P.A. – Practicing Attorney, July 2004 - Present**
  - Represent *West Volusia Hospital Authority*, an independent special taxing district, as its outside general counsel concerning various local government matters such as contracting, regulatory compliance, public benefits eligibility guidelines, enabling act statutory interpretation, and compliance with internal and external rules governing the conduct of public meetings, including the Florida Sunshine Law and Public Records Law. (2007-Present).
  - Appear on behalf of plaintiffs and defendants as lead counsel for hearings, mediations and settlement negotiations in civil litigation matters pending in state courts, federal court, and before administrative agencies (EEOC and Florida Commission on Human Relations).
  - Provide business and employment law counsel on a variety of practice areas including: discrimination and harassment claims; wage and overtime claims; exempt/non-exempt misclassifications; executive employment and severance agreements; non-compete-non-solicitation-confidentiality agreements; human resource and personnel policies; personnel training; outside neutral workplace investigations; employment terminations; employment mediation or arbitration; contract disputes; partnership disputes; operating agreements and by-laws; general business law; elder law; local government; and Florida Sunshine and Public Records Law matters.

- **Council on African American Affairs, Inc. – President, September 2001 – July, 2004**
  The primary mission of the Council on African American Affairs (CAAA) was to harness the intellectual talents of African American students affiliated with the Ron Brown Scholar Program and to engage these Scholars in quantitative and qualitative research projects designed to address the most pressing social problems.
    - Coordinated with benefactor and founding board members to conceptualize and manage the start-up of a new DC-based research organization.
    - Recruited and supervised clerical, research, accounting, legal and construction assistance for program with over a half-million dollar annual budget, including the location and build-out of new office space and launch of quantitative policy research initiatives.
    - Managed annual meetings of Scholars and board members who traveled to Washington, DC from universities across the nation and residences around the world.
    - Designed and managed a policy selection process which guided Scholars towards reaching consensus based on the importance, ripeness and potential for CAAA to make a difference.
    - Mentored Scholar researchers to further their college, graduate school and professional career goals.

- **Holland & Knight LLP – Litigation Partner, January, 2000 – August, 2001; Litigation Associate, circa September, 1993 – December, 1999**
    - Represented firm clients in commercial litigation (appellate, construction, media, employment, ERISA, government contracts) and pro bono matters in the Tampa, Washington, DC and Orlando offices.
    - Represented firm clients in appellate matters; was primarily responsible for preparing briefs and handling oral arguments in appeals.
    - Appeared at hearings and served as the primary associate in complex civil litigation matters pending in Washington, DC and Maryland trial courts (federal and state).
    - Appeared at hearings and served as the primary or secondary partner on commercial litigation matters pending in Florida trial courts (federal or state).
    - Provided general employment counsel to dozens of business clients ranging in size from multistate Fortune 100 companies to regional and local small businesses.

- **Holland & Knight LLP – Community Services Team Associate, July, 1995 – circa December, 1997**
    - Appeared as a responsible lawyer in pro bono matters pending in the state of Florida and Washington, DC, including two major civil rights cases, one involving race and gender discrimination claims and the other involving claims related to lead-based paint in public housing.
    - Developed and managed the firm's Adopt-A-Neighborhood project which encompassed corporate, tax, legislative and litigation assistance to non-profit groups in DC's Shaw Urban Renewal Area.
    - Represented survivors and direct descendants of the 1923 massacre in Rosewood, Florida concerning the 1994 Claims Bill and the Rosewood Justice Center, Inc.

- **U.S. Court of Appeals, Eleventh Circuit – Judicial Clerk to the Honorable Joseph W. Hatchett, August, 1992 - August, 1993**
    - Assisted federal judge with research and drafting as he prepared for oral arguments, decided cases and wrote opinions on the wide range of civil and criminal appeals. Learned

from a judge who demonstrated by his example the importance of maintaining the highest standards of integrity, professional excellence and judicial fairness.

BAR ADMISSIONS

- **The Florida Bar** (#0968102; 12/1992)
- **U.S. Court of Appeals, Eleventh Circuit**
- **U.S. District Court, Middle District of Florida**
- **District of Columbia Bar** (#445820; 06/1995)
- **U.S. District Court for the District of Columbia**
- **U.S. Court of Appeals for the District of Columbia Circuit**
- **U.S. District Court, Northern District of Florida**

COMMUNITY ACTIVITIES

- **Legal Organizations**

The Florida Bar

- Access to Legal Services Committee of Vision 2016 Commission (2013-2015).
- The Florida Bar Delegate to ABA (2005-2012).
- President, Board of Directors, Florida Legal Services, Inc. (2010-2011).
- Member, Board of Directors, Florida Legal Services, Inc. (2005-2010).
- Judicial Nominating Procedures Committee (2006-2012).
- Member, Board of Directors, Florida Bar Foundation (2010-2011).

American Bar Association

- Chair, Commission on Homelessness and Poverty (2014-2017).
- Member, Commission on Homelessness and Poverty (2012-2014).
- Member, House of Delegates (2005-2012).
- Member, Standing Committee on Pro Bono and Public Service (2009-2012).
  - *Chair of subcommittee responsible for compiling quantitative study, "Supporting Justice III: A Report on the Pro Bono Work of America's Lawyers" (2013)*.
- Member, Commission on Racial and Ethnic Diversity in the Profession (2000-2003).
- Chair, Public Schools Committee of Individual Rights and Responsibilities Section (1997-1999).

National Bar Association

- Vice President, Virgil Hawkins Florida Chapter (2009-2010).
- Secretary, Virgil Hawkins Florida Chapter (2008-2009).
- General Counsel, Virgil Hawkins Florida Chapter (2007-2008).

- **Civic Organizations**

- Board Member, The Hon. J.W. Hatchett Scholarship, Inc. (2023-Present).
- Co-founder and Chair, Joseph W. Hatchett Vaults of Opportunity Scholarship Selection Committee (2022-23).
- Diversity, Inclusion and Mission Committee of Red Cross National Capital Area (2019-2022).
- Organizer and Chair, Color Line Roundtable (2016-2022).
- Co-Organizer, Community Unity Day in DeLand, FL (2016-2017).
- City of DeLand Police Chief Selection Committee (2017).

- **Higher Education Organizations**
    - Alumni Board of UVA Law School Program in Law and Public Service (2008-2014).
    - University of Virginia University of Virginia Law School Alumni Council (2001-2004).
    - Ron Brown Scholar Selection Committee (1997-2003).
    - University of Virginia School of Law Dillard Scholar Selection Committee (1994-2006).
    - Co-founder/coordinator, Students United to Promote Racial Awareness (1990-1992).
    - Co-founder/coordinator, *Uplift*, Harvard's Worship Services in the African American Tradition (1988-1989).
    - President of Harvard and Radcliffe Kuumba Singers (1986-1987).

AWARDS & HONORS

- **Professional Recognition**
    - ABA Presidential Citation for Exemplary Leadership in Enhancing Pro Bono Legal Services and Improving the Legal Profession (2013).
    - Fellow of the American Bar Foundation (2006-Present).
    - "AV" Peer Review Rating, Martindale Hubbell (2008-Present).
    - "Labor and Employment" Peer Review Rating, Super Lawyers (2006, 2008-2009, 2015-2017).

- **Community Recognition**
    - Descendants of Rosewood Presidential Award for Lifetime Achievement (2023)
    - NAACP West Volusia Branch "Difference Maker of the Year Award" (2019)
    - City of DeLand Proclamation of Appreciation to Police Chief Selection Committee (2017).
    - MLK Community Awards Community Legacy Recognition "Justice Is Blind" (2017).
    - City of DeLand Proclamation of Recognition for Outstanding Legal and Public Service Career (2013).

DISTINGUISHED SPEAKING ENGAGEMENTS

- Chair, *Color Line Roundtable* in DeLand, Florida (Various dates, 2016-2022).
- Keynote Address, Stetson University *Second Annual Martin Luther King Jr. Life and Legacy (1/20/21)*
- Iron Sharpens Iron *Annual Retreat (10/19/2019).*
- Keynote Address, *Community Unity Day* in DeLand, Florida (4/29/2017).
- Chair, *Collaborate to Advocate* Anti-Poverty Roundtables in Houston, Miami, San Francisco, Charleston, Oklahoma City, Washington, DC (Various dates, 2015-2017).
- Chair's Welcome, ABA Commission on Homelessness & Poverty's *International Summit on Legal Needs of Street Youth* (6/16/2015).
- Panelist, Florida Bar 2008 Annual Diversity Symposium (6/20/2008).
- Keynote Speaker, Daytona Beach News Journal's *Medallion of Excellence* Dinner (4/27/2006).
- Keynote Speaker, University of Virginia BLSA Reunion Luncheon (2/19/2005).
- Panelist, Center for the Study of Race and Law Public Service Conference (2/28/2004).
- Speaker, Council on African American Affairs, Inc.'s annual meetings (February 2002-2004).
- Presenter, Ron Brown Scholar Program Triennial Conference (8/12/2002).
- Keynote Speaker, Stetson University's Dr. Martin Luther King, Jr. Breakfast (1/21/2002).
- Keynote Speaker, University of Virginia Dillard Scholar Selection Weekend (4/05/2001).

- Panel Moderator, Cleveland Elementary School Panel on lawyer involvement in Washington, DC public schools with panel including then-First Lady Hillary Rodham Clinton (2/14/1997).
- Speaker, National Conference on University Race Relations (2/01/1992).

ARTICLES

- “What my Florida town can teach us about racist policing”, CNN Opinion (June 3, 2020).
- Editor and Contributor, DEI Facilitation & Consulting *DEI Blog* (Various, 2019-Present).
- Editor and Writer, Law Office of Thedore W. Small PA *Employment Law Newsletter* (Various, 2005-Present).
- "Human Resource Manager Fired for Advocacy of Women and Minority Applicants," Holland & Knight LLP Employment Law Letter (November 2000).
- "The Misfortunes of Misclassifying Workers," Holland & Knight LLP Government Contracts Newsletter (First Quarter 2000).
- "Employer Vicarious Liability For Sexual Harassment," The Construction Contractor (June 1999).
- "Engaging lawyers in the business of improving America's public schools," Human Rights (Winter 1997).
- "Rebuilding America's Neighborhoods: Inner City Community Retains Major Law Firm," The Metropolitan Corporate Counsel (August 1997).

Law Office of
Theodore W. Small, P.A.

Mail: P.O. Box 172, DeLand, FL 32721

Ted W. Small Esq.

Direct: (386) 740-0788
tsmall@businessemploymentlawyer.com

Date of Initial Conference_____September ___, 2024_____

Client's Name_____City of Fort Pierce, Florida_____

Client's Address___100 North, U.S. Highway 1, Room 101, Fort Pierce FL 34950

Initial Scope of Representation: Conduct an independent investigation into the alleged actions that led to the criminal arrest of Mr. Nicholas Mimms, City Manager, on August 14, 2024, and report findings and recommendations to the City Commission as it relates to Mr. Mimms's conduct. The investigation shall evaluate whether Mr. Mimms or other City employees in any way violated the City's Personnel Rules and Regulations or his employment contract.

The City of Fort Pierce, Florida ("The City"), by its duly authorized representative, does hereby retain the Law Office of Theodore W. Small, P.A. ("The Law Office") as its attorney to counsel it in connection with the above matter. It is understood and agreed that The City employs said attorney, and he accepts employment as its attorney, upon the following specific terms and conditions along with the Standard Terms of Engagement (attached):

1. Receipt from the City of an initial retainer in the amount of $0.00 based upon reliance upon the City's expected compliance with Chapter 218,73, Florida Statutes. The first $0.00 of this initial retainer is NON-REFUNDABLE and shall be applied toward the expense of opening and maintaining your file. The remainder of this retainer will be deposited in our trust account and held until the conclusion of this matter and applied against your final bill (similar to how deposits are held in a leasing context). If it is determined that it is necessary based on payment history or because of an expansion of the Initial Scope of Representation, the Law Office may require you to deposit an additional retainer in an amount that is appropriate to cover two months of work on the proposed representation.
2. Payment by me of a reasonable attorney's fee based upon the time involved at the discounted hourly rate for Ted W. Small, Esq. of $330.00 (billable in 15-minute increments), including time for traveling portal to

portal from the Law Office to other locations in and around the City of Fort Pierce. All reasonable effort will be made to schedule witness interviews and other such onsite investigation within the City of Fort Pierce area so that no more than three such trips are necessary. The Law Office estimates, but cannot guarantee, that legal fees will be in the range of $20,000.00 to $40,000.00 monthly for the Scope of Representation described above. It is impossible to determine in advance the amount of time that will be needed to complete your case, but I will consult with you and obtain your authorization before our fees exceed this maximum estimate.

3. Payment by me of all out-of-pocket costs incurred, such as copying, mailing, courier fees, court reporting, travel costs including a per diem of $125.00, etc. These shall be billed as incurred and shall be paid by me within thirty (30) days. A cost deposit of $ 0.00 shall be paid by me immediately and applied to these expenses. Any portion of the cost deposit not expended on costs will be applied to outstanding attorney's fees or will be refunded to me, if no fees are outstanding.
4. If bills are unpaid and a mutually agreeable payment schedule is not made and adhered to, The City agrees to bear the cost of collection, including a reasonable attorneys' fee and court costs. Any enforcement action on our agreement shall be governed by Florida law and venue proper in St. Lucie County, Florida.
5. The Law Office shall have the right to withdraw from the case if the City does not make payments required by this Agreement, if The City has misrepresented or failed to disclose material facts to its attorney or if The City fails to follow its attorney's advice. In any of these events, The City will execute such necessary documents as will permit the Law Office to withdraw.
6. The Law Office shall have a lien on all of the City's documents, property, or money in the Law Office's possession for the payment of all sums due to the Law Office from the City under the terms of this Agreement.
7. The City agrees to cooperate with its attorney, to make itself available for conferences on reasonable notice, and to keep its attorney fully informed of all matters relating to the case and of all address and telephone number changes. Currently, the Law Office of Theodore W. Small, P.A. consists of one practicing attorney and support staffing. If additional legal staff were to join this firm or co-counsel on this matter, the City agrees that such other legal staff may work on your matter and have access to your confidential communications and documents.
8. In the event payment of all or part of the reasonable attorney's fee or costs is made by the adverse party pursuant to agreement or court Order, such payment shall be credited to any outstanding amount due and the balance shall be reimbursed to me.

9. The City acknowledges that its attorney has made no guarantees in the disposition of any phase of the matter or matters for which the Law Office has been retained; as all expressions relative to its case are only the attorney's professional opinions. The City will not rely on its attorney for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified.
10. To the extent that The Law Office meets the definition of "contractor" under section 119.0701, Florida Statutes, and in addition to other contract requirements provided by law, The Law Office agrees that it is acting as a contractor on behalf of the City as provided under section 119.0701(a) and as such it will comply with Florida's Public Records Laws. Specifically, The Law Office agrees that it will:
    a. Keep and maintain public records that ordinarily and necessarily would be required by The City to perform the serves performed by The Law Firm;
    b. Provide the public with access to such public records on request from The City's custodian of public records;
    c. Provide The City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
    d. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not except as authorized by law for the duration of the contract term and following completion of the contract if The Law Firm does not transfer the records to the public agency;
    e. Upon completion of the Agreement, transfer, at no cost, to The City all public records in possession of The Law Firm or keep and maintain public records required by the public agency to perform the service. If The Law Firm transfers all public records to The City upon completion of the Agreement, The Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The Law Firm keeps and maintains public records upon completion of the Agreement, The Law Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to The City upon request from The City's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, LCOX@CITYOFFORTPIERCE.COM, 100 NORTH US HIGHWAY 1, FORT PIERCE, FL 34950.

11. Nothing is this Agreement should be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights on any third party.
12. Nothing in this Agreement is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under section 768.28, Florida Statutes. This term survives the termination of all performance or obligations under this Agreement and is fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

Dated at St. Lucie County, Florida, on this ___day of September, 2024.

_____
Sara Hedges, City Attorney
City of Fort Pierce, Florida

I HEREBY ACCEPT employment upon the terms and conditions as set forth above.

The Law Office of Theodore W. Small, P.A.

_____
Theodore W. Small, Esq.

STANDARD TERMS OF ENGAGEMENT
for the Law Office of Theodore W. Small, P.A.

We appreciate your decision to retain Law Office of Theodore W. Small, P.A. as your legal counsel. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

Confidentiality and Related Matters

Notwithstanding the below, all public records laws will be followed, pursuant to the Agreement and all findings will be reported to the Client in a Sunshine meeting. Further, all rules, laws, and regulations applicable to a public entity shall be followed.

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity alone, and no conflict of interest will be asserted by you because we represent persons regarding interests that are adverse to individual persons or business organizations that have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.Relationships with Other Clients

Because we are a small law office located in a small city we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Law Office of Theodore W. Small, P.A., our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain requirements are met.

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Law Office of Theodore W. Small, P.A. personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our

representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, you agree that we may undertake the adverse representation and that all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Questions About Our Bills.

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination. Upon withdrawal or closing of this matter, if you provided me with any original documents and want them returned, please contact us to arrange a mutually convenient time for their pick up. Otherwise, we will destroy those documents in accordance with the Law Office's retention policy.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

City Commission Regular Meeting - 5:05 pm **12. e.**

Meeting Date: 09/03/2024

Re: Approval of the 2024 Annual Resurfacing Program, Ref. Bid No. 2023-044

Submitted For: Selena Griffett, Project Engineer, Engineering

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SUBJECT:

Approval of the 2024 Annual Resurfacing Program in the amount of $717,222.98 which was awarded to The Paving Lady in response to Bid No. 2023-044.

SUMMARY:

As part of the Infrastructure Surtax commitment, each year the City selects streets that are in need of resurfacing. These streets are coordinated with FPUA to ensure that there is no planned work on these streets so that the new pavement will not be impacted.

At the September 5, 2023 City Commission meeting, Bid No. 2023-044 Annual Resurfacing Contract was awarded to The Paving Lady.

The following streets have been selected for the 2024 Resurfacing Program:

2024 Street Resurfacing		
STREET	**FROM**	**TO**
32nd Street	Delaware Avenue	Moore's Creek
31st Street	Okeechobee Road	Nebraska Avenue
Avenue E	29th Street	25th Street
Avenue F	29th Street	25th Street
Avenue G	29th Street	25th Street
Citrus Avenue	33rd Street	29th Street
Florida Avenue	17th Street	13th Street
Pennsylvania Avenue	11th Street	Sunrise Boulevard
Quincy Avenue	25th Street	23rd Street
Parkway Drive	3rd Street	US 1
Wisteria Avenue	Hills Court	East End

These roadways represent approximately 2.2 miles of resurfacing.

We have received a quote from our annual services contractor in the amount of $717,222.98 to complete this work. This is less than the budgeted amount. However, we are currently working on the 2025 list of streets and may be able to include additional streets.

RECOMMENDATION:

Staff recommends approval of the 2024 list of roadways for resurfacing.

ALTERNATIVES:

Revise or reject at the direction of the Commission.

RESPONSIBLE STAFF:
Selena Griffett, PE

COORDINATED WITH:
FPUA

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Account: 1141111-563210
Amount: $717,222.98
FISCAL IMPACT:
This project falls under the Infrastructure Surtax program.

Attachments

Paving Lady 2024 Resurfacing Quote
Bid 2023-044 Contract
Commission Approval 09052023

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/28/2024 01:59 PM
City Manager	Linda Cox	08/28/2024 05:51 PM
Form Started By: Selena Griffett		Started On: 08/21/2024 09:02 AM
Final Approval Date: 08/28/2024		



1000 W. Industrial Ave. Boynton Beach, FL 33426 561-572-2600

To:	City Of Ft Pierce	**Contact:**	Selena Griffett
Address:	100 N US Highway 1 Ft Pierce, FL 34950	**Phone:** **Fax:**	772-467-3000
Project Name:	Fort Pierce Annual 2023 Streets	**Bid Number:**	24-0385
Project Location:	Orange Ave & N 25th St, Fort Pierce, FL	**Bid Date:**	7/31/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
101-1A	Mobilization/Bonds/Permits	1.00	LS	$64,833.33	$64,833.33
102-1A	M.O.T	1.00	LS	$18,000.00	$18,000.00
104-1A	Erosion & Sediment Control	1.00	LS	$6,600.00	$6,600.00
327-70-6	1.5" Asphalt Milling	29,351.00	SY	$2.60	$76,312.60
334-1-13	1.5" Type SP-9.5 Asphalt Overlay	2,318.00	TON	$152.00	$352,336.00
522-1A	ADA Ramp	52.00	EACH	$3,111.00	$161,772.00
520-1A	Remove And Replace Type F Curb	90.00	LF	$50.02	$4,501.80
706-1-3	RPM's Type B	1,225.00	LS	$8.85	$10,841.25
711-11-123	Thermoplastic 12" White	1,112.00	LF	$7.08	$7,872.96
711-11-125	Thermoplastic 24" White	412.00	LF	$9.44	$3,889.28
711-15-201	Thermoplastic 6" Yellow	7,228.00	LF	$1.42	$10,263.76

Total Bid Price: $717,222.98

Payment Terms:
Net 30

ACCEPTED:
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:
Your Company Name

Authorized Signature: _____

Estimator: John Provenzano
561-572-2600 john@pavinglady.com

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

December 8, 2023

Email: estimating@pavinglady.com

Janice M. Riley Inc. DBA The Paving Lady
1000 W Industrial Avenue
Boynton Beach, FL 33426
Attn: Mauro Comuzzi, President

SUBJECT: Notice of Award
Bid No. 2023-044 - Annual Street Resurfacing

Dear Mr. Comuzzi:

The Commission of the City of Fort Pierce met in regular session, Tuesday, September 5, 2023, and awarded subject bid to your firm, in the amount of $4,179,259.69.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Service Agreement
3. Furnish the required Performance Bond
4. Furnish the required Payment Bond
5. Please provide Certification of Liability, Property Damage, and Workers' Compensation, as stated in section 17 of the attached agreement. **We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.**
6. **Return documents enclosed within ten (10) days after receipt, via email to:**

Email:
Gelencia Carter, Purchasing Manager
City of Fort Pierce
purchasing@cityoffortpierce.com

Carbon Copy:
Selena Griffett, Engineering Project Manager
City of Fort Pierce
sgriffett@cityoffortpierce.com

This letter must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

Sincerely,
CITY OF FORT PIERCE

LaTonya Hubbard

LaTonya Hubbard, Purchasing Agent

ACCEPTED BY:
JANICE M. RILEY INC. DBA THE PAVING LADY

Signature (Manual)

MAURO COMUZZI
Signature (Typed or Printed)

CEO - President
Title

12/20/2023
Date

NOTARIZATION

STATE OF Florida

COUNTY OF Palm Beach.

The foregoing instrument was acknowledged before me this 26 day of Dec 2023,

by MAURO COMUZZI (**Officer of Firm**), CEO/President (**Title**), of

Janice M Riley Inc dba The Paving Lady (**Name of Firm**) a Florida (**State**) corporation, on behalf of the corporation.

He/She is personally known to me or has produced _____ as identification.

Alisa Boyko
Notary Public

My commission expires: 9/28/2026

Notary Public State of Florida
Alisa D Boyko
My Commission HH 317533
Expires 9/28/2026

/lh

cc: Selena Griffett, Engineering Project Manager

UNIT PRICE CONSTRUCTION AGREEMENT

FOR
ANNUAL STREET RESURFACING

CITY OF FORT PIERCE BID NO. 2023-044

Prepared by:

The City of Fort Pierce Department of Engineering
John R. Andrews, P.E., City Engineer
100 North U.S. Hwy. 1
Ft. Pierce, FL 34950
(772) 467-3774

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____ day of _____, 2023 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **THE PAVING LADY** a Florida profit corporation, with its principal address at **1000 W. INDUSTRIAL AVENUE, BOYNTON BEACH, FL 33426** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS the CITY wishes to contract for the project identified as **ANNUAL STREET RESURFACING, Bid No. 2023-044, Fort Pierce, Florida**, and

WHEREAS the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional and timely manner, as detailed in their General Contractor Services, Bid No. 2023-044 Bid Submission, and

WHEREAS the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS the CITY's Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

Documents incorporated by reference include:

1. Exhibit "A" - Invitation to Bid No. 2023-044
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications
4. Exhibit "D" – Bid Forms
5. Exhibit "E" - General Conditions
6. Exhibit "F" – Scope of Services

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract Documents"). Any Change Orders, Construction Change Directives, Directions for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR hereafter shall become and be a part of this Agreement. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this

Agreement. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "E," "General Conditions" conflict with this Agreement's terms, the Agreement terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Agreement and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Agreement, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Project.

2(B) The CONTRACTOR has become familiar with the Project sites and the local conditions under which the Project is to be constructed and operated.

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Agreement, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Agreement, the CITY and the CONTRACTOR agree as follows:

3(A) This Agreement (along with its Exhibits), together with the CONTRACTOR'S and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Agreement supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied or reasonably inferred by the documents which make up this Agreement, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Amount.

3(C) Nothing contained in this Agreement shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.

3(D) When a word, term, or phrase is used in this Agreement, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3(E) Wherever this Agreement calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, or claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3(F) The words "include", "includes", or "including", as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."

3(G) The listing herein of any items as constituting a material breach of this Agreement shall not imply that any other, non-listed item will not constitute a material breach of this Agreement.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare, and contrast each of the documents which make up this Agreement, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Agreement. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or Project Manager, as designated by the City Manager. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency, or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the work required, implied or reasonably

inferable from this Agreement including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in each Specific Authorization in accordance with the terms herein, Exhibit "A," Scope of Work, all as may be amended from time to time.

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s) to the CITY.

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, Change Orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TERM; TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The term of this Agreement shall begin on the date of the last signature by the City of Fort Pierce and remain in effect for three (3) years. This Agreement, with the written consent of both parties, is renewable in annual increments for a period not to exceed two (2) – one (1) year terms. The City Manager is authorized to renew this Agreement subject to the satisfactory performance, vendor acceptance, and the determination that renewal of this Agreement is in the best interest of the City.

Annual renewal provisions will allow for price adjustments based on the FDOT pricing indices for materials.

A Specific Authorization will be created for each Annual Street Resurfacing project. The CONTRACTOR shall commence the performance of a Specific Authorization on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. There will be no monetary early completion incentive.

5(B) The CONTRACTOR shall pay the CITY the sum of **$1,694.00** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Agreement. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving

Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Agreement such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

5(D) All limitations of time set forth herein are material and are of the essence of this Agreement.

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the City Engineer or his designee, so as to plan its work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work hereunder, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, labor disputes, fire, unusual delay in transportation, severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Agreement (excluding profit, extended home office overhead, incidental or consequential damages or disruption damages) and the Agreement modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance or interruption after final payment under this Agreement or to the extent that performance would have

been so delayed, obstructed, hindered or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement. The direct costs described above shall be limited to those direct costs attributable solely to this Project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall Project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the CONTRACTOR'S primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only (as set forth above), may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances, or interference compensable further than as described herein.

ARTICLE 6
CONTRACT AMOUNT AND CONTRACT PAYMENTS

6(A) Based on Scope of Work, identified in Bid No. 2023-044, Annual Street Resurfacing, hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Plans and Specifications, for the sum not to exceed:
$ Four million one hundred seventy nine thousand two hundred fifty nine dollars

and sixty nine cents $4,179,259.69 (hereinafter the "Contract Amount").

6(B) Prior to review of the first Payment Request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Agreement. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY

6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a Payment Request for the period ending the last calendar day of the previous month (hereafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the CITY or the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part of the Contract Amount allocable to Agreement requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the CITY or Project Manager, as designated by the City Manager, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the Project Manager, as designated by the City Manager, with Payment Request. Risk of loss shall be borne by, and insurance must be provided by, the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance is to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR'S fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Agreement, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request is as required by this Agreement. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Agreement, subject to approval by the CITY. Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein below.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said work rests with CONTRACTOR until substantial completion of contracted project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's work not being in requirements of this Contract; or

(2) The quantity of the CONTRACTOR's work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or

(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be

inexcusably delayed; or

(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers; or

(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or

(6) Loss caused by the CONTRACTOR; or

(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this **Subarticle** 6(E), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer or his designee, of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any

incomplete, defective or nonconforming work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective, or nonconforming work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Specific Authorization Price, less any amount withheld pursuant to this Agreement. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment.

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 5(B) above.

6(I) The CITY shall, subject to its rights set forth in this Subarticle 6, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of a Specific Authorization, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under the Specific Authorization, whether or not changed as a result of such conditions, an adjustment shall be made,

through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under a Specific Authorization.

7(B) The CONTRACTOR is responsible for obtaining all permits and paying all fees required of the CONTRACTOR by this Agreement or permits and fees customarily the responsibility of the CONTRACTOR. The contractor shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the CITY'S City Attorney's Office or Building Department.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Agreement requirements which would render the CONTRACTOR's later Work not in compliance with the Agreement requirements or

defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this article shall be in addition to the CITY's ability to remove portions of the Work from this Agreement and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs work knowing or believing, or if through exercise of reasonable diligence, they should have known that such work involves an error, inconsistency or omission in the Agreement without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such work and shall correct same bearing the costs set forth in Article 3(H) above;

9(B) All work shall strictly conform to the requirements of this Agreement or Specific Authorization. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents;

9(C) The work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed;

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Agreement shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Agreement. Any work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty;

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the work;

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION
Michael Donati	Superintendent
Ken Carpenter	Operations Manager
Andrew Laurella	Project Executive
Manuel Isava	Project Manager

If at any time the City Engineer or his designee reasonably determines that any employee of the contractor is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, who shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the Work prior to executing a Specific Authorization. The City engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the plans which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR'S schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of the Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Agreement.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Agreement. The CONTRACTOR shall not do any work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that work installed pursuant thereto conforms with the requirements of this Agreement and shall not relieve the CONTRACTOR of responsibility for deviations from the Agreement unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Agreement, or will do

so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer, shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the work. Upon substantial completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Agreement, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Agreement. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work, or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health

Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of work stopped hereunder, Article 6 shall apply to claims for delay, hindrance, or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officials, officers, and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10(B) CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10(C) CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall

set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 5 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Amount may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation;

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

12(A) Prior to execution of this Agreement, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Agreement. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the Work within the general scope of this Agreement may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Agreement, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 5 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.

b. The price breakdown:

    (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

    (b) Must cover all work involved in the modification, whether the work was

deleted, added, or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the Contract Amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Amount and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known;

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR'S surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety or by law. The CONTRACTOR'S execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to; such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment, or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR'S materials, direct labor, and equipment costs.

The allowance for Overhead, Profit, and Supervision shall be limited to the following schedule:

1. For the CONTRACTOR, for any work performed by the CONTRACTOR'S own forces, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any work performed by his Subcontractor, 6% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

For Change Orders the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+CONTRACTOR's Direct Labor Costs
+CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing contained in this Article shall be deemed to contradict or limit the

terms of Article 5(E) or elsewhere herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals or obscures its work in violation of this Agreement or in violation of an instruction from the City Engineer, such work shall be uncovered and displayed for review by the City Engineer and/or the CITY'S consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or its consultants. If the uncovered work conforms strictly to this Agreement, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such work shall be done by the CITY; otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer.

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Amount shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to the specified additional time to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the

CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same;

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred, and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and

(2) preserving and protecting work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle (C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Agreement in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Agreement by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes

effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(l) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR, an amount derived in accordance with Subarticle (3) below;

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder;

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

a. Contract costs for labor, materials, equipment and other services accepted under this Agreement;

b. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR'S performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

c. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total Contract Amount, as

properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Final Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of

insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement, CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation/Employer's Liability Insurance.

Workers' Compensation/Employer's Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos, or lead
Sexual molestation

CITY and its members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) and ISO form CG 20 37 (Additional Insured – Owners, Lessees, or Contractors-Completed Operations).

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Each Occurrence	$2,000,000

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the Final Completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Liability shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed

under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained

by CITY or CITY's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the CITY or CITY's members, officials, officers or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Agreement.

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any WORK under this Agreement. Failure to do so shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract Amount. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05, Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Agreement, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the U.S. Department of the Treasury Circular 570, Revised 2022, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Agreement may be provided by more than one surety

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by the CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Agreement without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity," as amended,

including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Florida Drug-free Workplace Act, P.S. 287.087.22

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Agreement or otherwise shall be sent to the following:

CITY:
John R. Andrews, P.E., City Engineer
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

Attention: City Manager
City Attorney

CONTRACTOR:
JANICE M. RILEY INC. DBA THE PAVING LADY
1000 W Industrial Ave.
Boynton Beach, FL 33426

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

ARTICLE 27
E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an

unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

Henry Cstolo
Print name

Signature

John Provenzano
Print name

Signature

CONTRACTOR:
JANICE M. RILEY INC. D.B.A. THE PAVING LADY

By: MAURO COMUZZI

Title: CEO / President

Federal Tax ID No. 65-0303696

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the **5th** day of **September 5, 2023,** a copy of which is hereto attached and made a part hereof, **to furnish Annual Street Resurfacing, Bid No. 2023-044.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

_____
(Principal) Secretary

Name _____
(Type)

(Corporate Seal)

_____
Witness as to Principal

_____
Witness as to Principal

_____
Principal

By _____

Name _____
(Type)

Title _____

_____
(Address)

_____

ATTEST:

_____
(Surety) Secretary

Name _____
(Type)

(Corporate Seal)

_____
Witness as to Surety

_____
Witness as to Surety

_____
Surety

By _____
Attorney-in-Fact

Name _____
(Type)

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the **5th** day of **September 5, 2023,** a copy of which is hereto attached and made a part hereof, **to furnish Annual Street Resurfacing.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

_____
Principal

_____ By _____
(Principal) Secretary

Name _____ (Type)

Name _____ (Type)

Title _____

(Corporate Seal)

_____ (Address)

_____ Witness as to Principal

_____

_____ Witness as to Principal

ATTEST:

_____ Surety

_____ (Surety) Secretary

By _____ Attorney-in-Fact

Name _____ (Type)

Name _____ (Type)

(Corporate Seal)

_____ (Address)

_____ Witness as to Surety

_____

_____ Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

Gmail

John Provenzano <john@pavinglady.com>

FW: Paving Lady Contract 2023-044 - Bond questions

1 message

Selena Griffett <sgriffett@cityoffortpierce.com> Wed, Dec 13, 2023 at 11:16 AM
To: "john@pavinglady.com" <john@pavinglady.com>
Cc: Mauro Comuzzi <mauro@pavinglady.com>

Good morning John,

As we discussed, the City agrees that bond amounts should be tied to individual Task/Work Order amounts, not the entire contract amount.

The email chain below indicates concurrence from the Purchasing Manager and City Attorney.

I received no direction on editing the actual contract document but am providing this email record to you for confirmation.

Please let us know if there is anything else you need.

Thank you for your patience and cooperation.

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:38 PM
To: Sara Hedges <shedges@cityoffortpierce.com>; Selena Griffett <sgriffett@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Sounds good to me.

Thanks Sara,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

From: Sara Hedges <shedges@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:22 PM
To: Gelencia Carter <gcarter@cityoffortpierce.com>; Selena Griffett <sgriffett@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

I think you can make that a part of each Specific Authorization when they come up. So long as you all are satisfied that we have received each required performance bond.

Sara Hedges | City Attorney | City of Fort Pierce

City Attorney's Office

Phone: 772.467.3046 Fax: 772.489.5492

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

Website | Facebook | Survey

From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:21 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Selena,

I think that's a question for Sara.

Thanks,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey



From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:48 PM
To: Gelencia Carter <gcarter@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

I agree, Genny.

Do we need to revise the contract document or something?

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey



From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:35 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Good morning,

Being that the contract is a unit price contract and the projects are being assigned by individual task orders, I think the typical method is how we should proceed, the contractor providing payment and performance bonds for the amount of the Task Order/Specific Authorization.

Kindest regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida

From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:21 PM
To: Sara Hedges <shedges@cityoffortpierce.com>; Gelencia Carter <gcarter@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: Paving Lady Contract 2023-044 - Bond questions

Good Morning Ladies,

The contractor called me with a question and I need your opinions/advice.

Article 18 Performance and Payment Bonds (page 30 of the attached document) of the contract requires bond amounts reflective of the entire contract amount. This is prohibitive for a unit price type contract. Typically, upon notice to proceed for an individual Task Order/Specific Authorization, the contractor will provide payment and performance bonds for the amount of the Task Order/Specific Authorization.

Is this your understanding as well?

How do you suggest we handle this?

Thanks for your help!

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2023

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

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

PRODUCER	CONTACT NAME:	
Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446
	E-MAIL ADDRESS: 053.certs@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Brierfield Insurance Company	10993
INSURER B :	FCCI Insurance Company	10178
INSURER C :	National Trust Insurance Company	20141
INSURER D :	Federal Insurance Company	20281
INSURER E :		
INSURER F :		

INSURED
Janice M. Riley, Inc dba The Paving Lady
Asfalto, Inc.
1000 West Industrial Avenue
Boynton Beach FL 33426

COVERAGES **CERTIFICATE NUMBER:** 23/24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		GL10005588804	03/28/2023	03/28/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA10005588903	03/28/2023	03/28/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB10005588703	03/28/2023	03/28/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC010006805603	03/28/2023	03/28/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Floater			45469868	03/28/2023	03/28/2024	Leased & Rented	200,000

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

RE: City of Fort Pierce Annual Street Resurfacing project 2023-044

City of Fort Pierce and its board members, officials, officers and employees are included as Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce, Attn: Purchasing
P.O. Box 1480
Fort Pierce FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City Commission Meeting & Budget Hearing - 5:05 pm | Agenda Item # 12.d.

Meeting Date: 09/05/2023
Re: Approval to Award Bid 2023-044 Annual Street Resurfacing Contract
Submitted For: Selena Griffett, Project Engineer, Engineering

---

SUBJECT:

Approval to award Bid 2023-044 Annual Street Resurfacing Contract to the lowest responsible bidder, The Paving Lady, in an amount not to exceed $4,179,259.69 over a three (3) year period.

SUMMARY:

As part of the Infrastructure Surtax commitment, each year the City pursues a contractor to perform resurfacing of various City streets.

Staff has reviewed the bids and recommends award to lowest, responsible bidder, The Paving Lady. A Bid Tabulation is attached.

This is a unit price contract and has a term of three (3) years with an option to renew for two (2) additional one (1) year periods.

The Estimated Total Value of this contract is $4,179,259.69 over a three (3) year period.

RECOMMENDATION:

Staff is recommending approval of the Award for Bid #2023-044 Annual Street Resurfacing Contract to The Paving Lady.

ALTERNATIVES:

Do not award the contract. The City can re-advertise the project or seek out other "piggy back" contracts to use to complete the work.

RESPONSIBLE STAFF:

Jack Andrews, P.E.
Selena Griffett, P.E.

COORDINATED WITH:

Purchasing Division

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	22/23
Account:	114-1111-519-6310
Amount:	varies

FISCAL IMPACT:

The funds for the Annual Resurfacing Program will be encumbered from the Infrastructure Surtax Account SUR 114-1111-519-6310

Attachments

Recommendation of Award
Bid Tabulation
DRAFT Agreement
Exhibit A
Exhibit E
Exhibits B and C
Exhibit D

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/29/2023 11:20 AM
City Manager	Nick Mimms	08/30/2023 11:00 AM
Form Started By: Selena Griffett		Started On: 08/23/2023 10:07 AM
Final Approval Date: 08/30/2023		

City Commission Regular Meeting - 5:05 pm **12. f.**

Meeting Date: 09/03/2024

Re: Approval of Municipal Finance Equipment Lease-Purchase Application for 22 vehicle for the Police Department

---

SUBJECT:

Authorization of expenditure of $900,098.70, which will be financed over five years at an annual payment of $218,814.91 for the attached Municipal Finance Equipment Lease-Purchase Application for 22 vehicles necessary for Police Department operations.

SUMMARY:

The Police Department is requesting approval of the attached Municipal Finance Equipment Lease-Purchase Application for 22 vehicles necessary for Police Department operations. The total cost of the accusation is $900,098.70 which will be financed over five years at an annual payment of $218,814.91. After the five-year term, the Department will have the option of keeping the vehicles for a nominal fee. This will allow the Department to keep the serviceable vehicles in service for several additional years. The Department will also have the option to turn in the vehicles for a credit (the wholesale value of the vehicle) for a replacement vehicle.

The pricing of the vehicles is through a Piggyback Agreement off the current Charlotte County Purchasing Agreement with Bartow Ford.

These vehicles will fill a number of needs within the Police Department.

3 - 2023 Ford F-150 Super Cab 4x2 (Replacement Crime Scene Vehicles)
1 - 2023 Ford F-150 Super Cab 4x4 - Unmarked (Emergency Management Vehicle)
1 - 2023 Ford F-150 Police Responder w/equipment (Community Engagement vehicle for pulling trailers)
2 - 2023 Ford Police Interceptor Utility - CSU Undercover (Crime Suppression Unit Supervisor Vehicle)
4 - 2024 Ford Explorer - Unmarked Admin (Replacement Vehicles for Majors, Captains)
2 - 2024 Ford Escape (Replacement Victim Advocate Vehicles)
1 - 2024 Ford Escape - Unmarked Admin (IT Technician Vehicle)
1 - 2024 Ford Escape - CSO (Replacement Community Service Officer Vehicle)
3 - 2024 Ford Escape - Detective (Replacement Criminal Investigations Detective Vehicles)
3 - 2024 Ford Maverick - COP 4x2 (Replacement Community Observation Patrol Vehicles)
1 - 2024 Ford Transit 150 (Replacement Police Explorer Vehicle)

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

To deny the request which will create additional hardship for the Department.

RESPONSIBLE STAFF:

Captain Jason Braun

COORDINATED WITH:

Chief of Police Diane Hobley-Burney
Deputy Chief Robert Ridle
Finance Director Johnna Morris

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Account: 000.1.6000.564400
Amount: Capital
FISCAL IMPACT:
The total cost of the 22 vehicles is $900,098.70 and will be financed with an annual payment of $218,841.91 over five years.

Attachments

Lease Application
Proposal, 22 Vehicles
Piggyback Contract and Agreement
Tax Exempt
Insurance Binder
Insurance Declaration Page

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/28/2024 02:04 PM
City Manager	Linda Cox	08/28/2024 06:08 PM
Form Started By: Jason Braun		Started On: 08/21/2024 10:02 AM
Final Approval Date: 08/28/2024		

FORD CREDIT Municipal Finance

MUNICIPAL FINANCE EQUIPMENT LEASE-PURCHASE APPLICATION
Schedule # 9618100

1.	Legal Name of Municipality ("Lessee")	City of Fort Pierce
2.	9 Digit Federal ID Number	59-6000322
3.	Physical Address	Street Address: 100 North U. S. 1
		City, State, Zip Code, County: Fort Pierce Fl, 34950
4.	Billing Address **if different from above**	Street Address: same as above
		City, State, Zip Code, County:
5.	What is the name of the department using the vehicle(s)/equipment and for what purpose?	Police Department
6.	Does this equipment replace previous equipment?	☒ Yes → When was the previous equipment purchased? Various Dates ☐ No → What is the reason for the new equipment?
7.	Will payments come from the General Fund?	☒ Yes ☐ No → Please indicate the name of the Fund
8.	Accounts Payable Contact Information	Name: Dana Neville
		Telephone: 772-467-3074
		Email: dneville@cityoffortpierce.com
9.	How would you like your invoice to be provided?	☐ Sent electronically via email to the Accounts Payable Contact email ☐ Sent via USPS mail to the Billing Address provided above
10.	Alternate Accounts Payable Contact Information	Name: Deborah Faniel
		Telephone: 772-467-3079
		Email: dfaniel@cityoffortpierce.com
11.	Attorney Contact Information	Name: Sara Hedges
		Telephone: 772-467-3046
		Email: cityattorney_dl@cityoffortpierce.com

DOCUMENTATION

Please submit the following documents with this application:

1. Signed proof of appropriation (in the form of ONE of the following):
   - Signed board meeting minutes showing approval for purchase
   - Signed budget approval, with applicable budget line item highlighted
   - Signed letter on municipal letterhead stating the applicable assets are approved for purchase
2. Most recent audited financial statement (additional years may be requested)
3. A copy of municipality's tax-exempt certificate (if applicable)
4. A copy of municipality's insurance binder if requested financing is over $250,000

CERTIFICATION

I, the undersigned, certify that:

1. Lessee has appropriated funds for the first payment.
2. Lessee has followed all required purchasing procedures regarding the award of the proposed contact.
3. Lessee has the requisite authority to execute, deliver and perform its obligations under the proposed contract.
4. The execution, delivery and performance by Lessee of the proposed contract have been duly authorized by all necessaryactions on its behalf.

THE SIGNATURE LINE BELOW IS TO BE SIGNED BY A PERSON DULY AUTHORIZED BY THE GOVERNING BODY TO EXECUTE THEPROPOSED CONTACT ON BEHALF OF THE LESSEE

Print Name AND Title of authorized Official to sign contract	**Wet-Ink Signature of Authorized Official**

Authorized Official email address:

FORD CREDIT Municipal Finance

1 American Road, MD 7500
Dearborn, Michigan 48126
1-800-241-4199, press 1

Finance Application for Schedule # 9618100

July 29, 2024

Municipality: City of Fort Pierce
Dealer: Bartow Ford
Attn: Jason Braun

Thank you for choosing Ford Motor Credit Company for your financing. Below is a review of how we will proceed with the financing of your new vehicle(s).

Description	Unit Price
2023 Ford F-150 Super Cab 4x2	$46,847.08
2023 Ford F-150 Super Cab 4x2	$46,847.08
2023 Ford F-150 Super Cab 4x2	$46,847.08
2023 Ford F-150 Super Cab 4x4 - Unmarked	$54,428.11
2023 Ford F-150 Police Responder w/equipment	$61,160.09
2023 Ford Police Interceptor Utility - CSU Undercover	$54,696.05
2023 Ford Police Interceptor Utility - CSU Undercover	$54,696.05
2024 Ford Explorer - Unmarked Admin	$43,313.46
2024 Ford Explorer - Unmarked Admin	$43,313.46
2024 Ford Explorer - Unmarked Admin	$43,313.46
2024 Ford Explorer - Unmarked Admin	$43,313.46
2024 Ford Escape	$28,507.25
2024 Ford Escape	$28,507.25
2024 Ford Escape - Unmarked Admin	$31,354.41
2024 Ford Escape - CSO	$32,852.24
2024 Ford Escape - Detective	$30,835.11
2024 Ford Escape - Detective	$30,835.11
2024 Ford Escape - Detective	$30,835.11
2024 Ford Maverick - COP 4x2	$30,560.71
2024 Ford Maverick - COP 4x2	$30,560.71
2024 Ford Maverick - COP 4x2	$30,560.71
2024 Ford Transit 150	$55,914.71

Total Asset Cost	$900,098.70
Underwriting Fee	$545.00
Amount Financed	$900,643.70
Number of Payments	5
Payment Timing	Annual
Rate	7.52000
Payment Amount	$218,841.91

In order to begin the approval process, please email the following document to jdoty@ford.com:

- ☐ The completed Municipal Finance Application (attached).
- ☐ Proof of Appropriation (we need ONE of the following):
  - Board Meeting Minutes showing approval of vehicle(s) purchase
  - Approval of Budget with the Budget line item highlighted
  - Letter on your letterhead stating the vehicles are approved for purchase
- ☐ The most recent three years Audited Financial Statement – we have 2021 & 2022
- ☐ A copy of your Tax-Exempt Certificate, DR-14.

The rate on this deal will expire on 3/18/2024. If the closing does not occur prior to the expiration date, the rate is subject to change.

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

Until financing has been approved, this is not a commitment by Ford Motor Credit Company to finance the above. It was prepared assuming the Municipality qualifies for Federal Income Tax Exempt Status for Ford Motor Credit Company, LLC under Section 103 of the IRS Code.

Should you have any questions, please contact me.

Sincerely,

Janet Doty

Janet Doty
Marketing Coordinator
jdoty@ford.com
1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Bartow Ford** (hereafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.

2. The parties agree that the Vendor has entered a competitively awarded contract with the **Charlotte County,** said contract being identified as**: Vehicles – Annual Contract (2021000541)** which was subsequently extended through two separate administrative contract renewals (said original contract and renewal extensions being referred to as the "original government contract").

3. The original government contract is incorporated here by reference and is attached as Exhibit "A" to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Vendor.

4. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Fort Pierce, as follows:

   a) Time Period ("Term") of agreement**: <u>No Change</u>**
   b) Insurance Requirements: **<u>No Change</u>**
   c) Any other provisions that will be modified:
   Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in **Exhibit "A",** the Vendor agrees to send notices, invoices and will conduct all business with:

   City of Fort Pierce, Florida
   Attention: Finance
   100 N. U.S. Hwy 1, Fort Pierce, FL 34954
   Telephone: (772) 467-3000
   Email: dfaniel@cityoffortpierce.com

d) The City's Project Manager and associated contact information is listed below:

Name: Jason Braun
Title: Lieutenant
Address: 920 S U.S Hwy 1, Fort Pierce, FL 34950
Telephone: 772-467-6824
Email: Jbraun@fppd.org

5. Notwithstanding anything in **Exhibit "A"** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract shal be in St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

6. Notwithstanding any other provision in **Exhibit "A"** to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

7. All other provisions in the original government contract (**Exhibit "A"**) are fully binding on the parties and will represent the agreement between the City of Fort Pierce and the Vendor.

8. All requirements of Section 448.095, Florida Statutes, shall be complied with by Vendor. In accordance with, Section 448.095, Florida Statutes, Vendor shall register with and utilize the EVerify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Vendor shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Vendor is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

Entered this 20TH day of 2024.

Bartow Ford:

By: Richard Weissinger

Title: Commercial Fleet Sales

Date: 08/20/2024

Attested by: _____

Name: Jacob Kendrick

CITY OF FORT PIERCE:

By: _____

Title: _____

Date: _____

Attested by: _____

Name: _____

Approved as to Form and Correctness:

_____

Sara Hedges, City Attorney

Exhibit A – Original Government Contract (Charlotte County)

EXHIBIT “A”

Charlotte County Purchasing Contract:

Vehicles – Annual Contract

(Charlotte County Contract number 2021000541)

February 8, 2024

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

Attn: Lieutenant Jason Braun

Dear Mr. Braun:

Per your request, please accept this letter as authorization from Charlotte County for the Fort Pierce Police Department to "piggyback" Bid #21-541, Vehicles – Annual Contract. It is understood that the Fort Pierce Police Department will establish its own contract with the successful bidder(s), place its own orders, be invoiced therefrom and make its own payments to the successful bidder in accordance with the terms of the contract established between the Fort Pierce Police Department and the successful bidder. It is also hereby mutually understood and agreed that Charlotte County is not a legally bound party to any contractual agreement made between a successful bidder and any local entity other than Charlotte County Board of County Commissioners.

If you have any questions, please feel free to contact the Charlotte County Purchasing Division at 941-743-1374.

Sincerely,

Kimberly Corbett
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager – Purchasing

/at

PURCHASING
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948
Phone: 941.743.1374 | Fax: 941.743.1384

Charlotte County Purchasing
Administrative Contract Renewal Approval Form
Vehicles - Annual Contract

Contract #:	2021000541	**Award Date:**	9/14/2021
Awarded By:	Board of County Commissioners		
Original Term: From:	10/1/2021	**To**:	9/30/2022
Renewal Term: From:	10/1/2023	**To**:	9/30/2024

Description & Background of Contract

This is an annual contract with Bartow Ford that allows for the purchase of Ford vehicles on an as needed basis using a percentage discount of 4.27% off of the Ford Factory Invoice, and a percentage mark-up of 0% on dealer installed options.

On September 14, 2021, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options for up to two additional one-year terms, at the same prices, terms, and conditions.

In accordance with the contract documents, this contract can be renewed for one additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2023 through and including September 30, 2024.

Contract Specialist:	True, Alisa	**Email:**	Alisa.True@charlottecountyfl.gov
Phone:	941-743-1549	**Fax:**	941-743-1384

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Requested By:	Richard Weissinger Bartow Ford thefordtruckguy@gmail.com	**Signature:**	See Attached

Fiscal Reviewed By:	**Daniels, Harold, Senior Financial Analyst-08/01/2023**
Department Approved By:	**Gutierrez, Lorrie, Fleet Operations Manager - 8/17/2023**
Purchasing Approved By:	**Corbett, Kimberly, Senior Division Mgr-Purchasing - 8/17/2023**
Administration Approved By: (when applicable)	**Flores, Hector, County Administrator - 8/17/2023**

Charlotte County Purchasing
Contractor/Vendor Performance Evaluation

Contract #:	2021000541	**Title:**	Vehicles - Annual Contract
Department:	Fleet Management		
Contractor/Vendor:	Bartow Ford		

This form shall become public record, therefore, all items should be completed thoroughly and explained based on fact.

1. Did the Contractor/Vendor perform and/or deliver on time?	No
2. Was quality of product/service rendered in conformance with specs?	Yes
3. Did the Contractor/Vendor provide timely warranty service and/or repairs?	N/A
4. Did the Contractor/Vendor display cooperation in working out problems?	Yes
5. Would you recommend that Charlotte County continue to do business with the firm?	Yes

Additional Comments (optional):

Suuply chain issues and communication lacks.

By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by:	Gutierrez, Lorrie, Fleet Operations Manager-08/17/2023

Charlotte County Purchasing
Administrative Contract Renewal Approval Form
Vehicles - Annual Contract

Contract #:	2021000541	**Award Date:**	9/14/2021
Awarded By:	Board of County Commissioners		
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Phone:	941-743-1549	**Fax:**	941-743-1384

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Requested By:	Richard Weissinger Bartow Ford thefordtruckguy@gmail.com	**Signature:**	Richard Weissinger
Fiscal Reviewed By:			
Department Approved By:			
Purchasing Approved By:			
Administration Approved By: (when applicable)			

BARTOW FORD
INTEGRITY • TRUST • HONESTY
Since 1948
We're Different & We'll Prove It!

8/10/2021

Charlotte County Purchasing Division
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing
18500 Murdock Circle
Port Charlotte, Fl. 33948
RE: BID 2021000541, VEHICLES – ANNUAL CONTRACT

Bartow Ford will extend the Ford 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles on the following fleet vehicles for no additional charge:

- 2022 Model Year F-150 (Excluding Raptor)
- 2022 Model Year Super Duty (F-250 through F-600, pickups, and chassis cabs)
- 2022 Model Year F-59 Stripped Chassis
- 2022 Model Year F-53 Stripped Chassis
- 2022 Model Year Transit (Excluding E-Transit)
- 2022 Model Year Transit Connect
- 2023 Model Year E-Series

This limited powertrain warranty will be included in Bartow Ford's bid price for no additional charge. This extension applies to both gas and diesel powertrains.

If you have any questions or need any additional information, please feel free to contact me any time.

Respectfully yours
Richard Weissinger
Commercial Fleet Sales

BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: **For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.**

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.27 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

NOTE: In accordance with Florida Statues, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at http://purchasingbids.charlottecountyfl.gov/ under "Purchasing Bids Online", document number 215414. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Bartow Ford Co

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 7/28/2021 Addendum No. _____, Dated_____ ; Addendum No. _____, Dated _____

Addendum No. _____, Dated_____; Addendum No. _____, Dated_____ ; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): **Individual Ownership** _____ **Joint Venture** _____

Partnership _____ **Corporation** X

Name of Bidding Firm Bartow Ford Co

Mailing Address 2800 US Hwy 98 North

Location Address 2800 US Hwy 98 North

City & State Bartow FL **ZIP** 33830

Telephone: 813-477-0052 **Fax Number:** 863-535-1038 **E-mail:** thefordtruckguy@gmail.com

Signature of person authorized to bind the Company: Richard Weissinger *Richard Weissinger*

Print Name/Title of person authorized to bind the Company: Commercial Fleet Sales

Date: 08/10/22021

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. EMERGENCY & WARNING LIGHTING	1. WHELEN / SOUNDOFF / FED SIG / NOVA / STAR
BEDLINERS	FORD / DURA LINER / RHINO LININGS / LINEX
2. TRAILER HITCH	2. FORD / DRAW TIGHT / REESE
UTILITY & STAKE BODIES	KNAPHEIDE / READING / PREMIER
3. CRANES	3. VENTURO / AUTO CRANE / LIFT MOORE
DUMP BODIES	KNAPHEIDE / RUGBY / VENCO / GODWIN
4. LIFTGATES	4. TOMMY GATE / WALTCO
TRUCK & VAN ACCESSORIES	MASTER RACK / RANGER / ARDIEN STEEL
5. LAP TOP MOUNTS	5. HAVIS / JOTTO / GAMBER
SERVICE & PARTS MANUALS	HELM PUBLISHING
REAR MOUNTED CAMERA	THIS IS NOW A FACTORY INSTALLED ITEM

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Bartow Ford Co (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated 08/10/2021

Name of Bidder: Bartow Ford Co

(This form to be returned)

Charlotte County Purchasing
Administrative Contract Renewal Approval Form
Vehicles - Annual Contract

Contract #:	2021000541	**Award Date:**	9/14/2021
Awarded By:	Board of County Commissioners		
Original Term: From:	10/1/2021	**To**:	9/30/2022
Renewal Term: From:	10/1/2022	**To**:	9/30/2023

Description & Background of Contract

This is an anual contract with Bartow Ford for the purchase of that allows for the purchase of Ford vehicles on an as needed basis using a percentage discount of 4.27% off of the Ford Factory Invoice, and a percentage mark-up of 0% on dealer installed options.

On September 14, 2021 when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options for up to two additional one-year terms, at the same prices, terms, and conditions.

In accordance with the contract documents, this contract can be renewed for one additioal year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2022 through and including September 30, 2023.

Contract Specialist:	True, Alisa	**Email:**	Alisa.True@charlottecountyfl.gov
Phone:	941-743-1549	**Fax:**	941-743-1384

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Requested By:	Richard Weissinger Bartow Ford thefordtruckguy@gmail.com	**Signature:**	See Attached

Fiscal Reviewed By:	**Daniels, Harold, Senior Financial Analyst-07/29/2022**
Department Approved By:	**Gutierrez, Lorrie, Fleet Operations Manager - 8/1/2022**
Purchasing Approved By:	**Alexander, Cheri, Acting Senior Division Mgr-Purchasing - 8/5/2022**
Administration Approved By: (when applicable)	**Flores, Hector, County Administrator - 8/5/2022**

Charlotte County Purchasing
Administrative Contract Renewal Approval Form
Vehicles - Annual Contract

Contract #:	2021000541	**Award Date:**	9/14/2021
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Contract Specialist:	True, Alisa	**Email:**	Alisa.True@charlottecountyfl.gov
Phone:	941-743-1549	**Fax:**	941-743-1384

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Requested By:	Richard Weissinger Bartow Ford thefordtruckguy@gmail.com	**Signature:**	Richard Weissinger
Fiscal Reviewed By:			
Department Approved By:			
Purchasing Approved By:			
Administration Approved By: (when applicable)			

Charlotte County Purchasing
Contractor/Vendor Performance Evaluation

Contract #:	2021000541	**Title:**	Vehicles - Annual Contract
Department:	Fleet Management		
Contractor/Vendor:	Bartow Ford		

This form shall become public record, therefore, all items should be completed thoroughly and explained based on fact.

1. Did the Contractor/Vendor perform and/or deliver on time?	Yes
2. Was quality of product/service rendered in conformance with specs?	Yes
3. Did the Contractor/Vendor provide timely warranty service and/or repairs?	N/A
4. Did the Contractor/Vendor display cooperation in working out problems?	Yes
5. Would you recommend that Charlotte County continue to do business with the firm?	Yes

Additional Comments (optional):

By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by:	Gutierrez, Lorrie, Fleet Operations Manager-08/05/2022

Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2021000541
VEHICLES – ANNUAL CONTRACT

It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

There will not be a Pre-Bid Conference for this project. Please send all questions to my email address below.

BID OPENING: 2:00 p.m., AUGUST 11, 2021
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", document number 215412. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: Alisa.True@CharlotteCountyFl.gov.

Notice of Availability
Posted: July 23, 2021

Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2021000541, VEHICLES – ANNUAL CONTRACT,** for the following reason(s):

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet bond/insurance requirements.

_____ Unable to meet specifications.

_____ Specifications are unclear (explain below).

_____ Remove us from your vendors' list for this commodity/service.

_____ Other (specify below).

Remarks:_____

_____

_____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to Alisa.True@CharlotteCountyFl.gov or faxed in to the Purchasing Division at 941.743.1384.

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VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541

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INSTRUCTIONS TO BIDDERS
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS:

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statues, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", Document Number 215414. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager - Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES:

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.

2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

IB-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

IB-15 REGULATIONS:

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-16 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-17 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-19 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

IB-20 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-21 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at $1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-22 INDEMNIFY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, Contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars ($10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-23 TAXES: The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

IB-26 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender’s or predator’s work on the project is consistent with the terms of his probation and registry requirements.

IB-27 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

TECHNICAL SPECIFICATIONS & CONDITIONS
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541

TS-01 PURPOSE: It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B., to Charlotte County Fleet Management, 18000 Paulson Drive, Port Charlotte, FL 33954. The prices bid shall include all costs for all transportation, labor, materials and equipment used in supplying and delivering said materials.

Bid prices shall be considered firm from October 1, 2021 through and including September 30, 2022. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

Previous contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", Historical Catalog. The previous Contract number for this project is **18-509** and is entitled **'Vehicles – Annual Contract'**.

TS-03 DELIVERY: All bids will indicate the lead time required for the established quantities to be delivered. Successful bidder will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchases from other sources, shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Successful bidder shall notify the Fleet Manager or his designee, at a number to be provided to the awarded Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

TS-04 ESTIMATED QUANTITIES: The exact quantities for this bid cannot be determined at this time. No minimum amount is guaranteed or implied. Purchase orders will be issued on an 'as required' basis.

TS-05 SCOPE:
A. GENERAL: The vehicles to be purchased under this bid are automobiles, sport utility vehicles, passenger vans, light duty vans, light duty trucks, and light duty cab/chassis. Light duty vans, trucks, and cab/chassis cover all models up to and including Class 6 (19,501 to 26,000 lbs. GVW).

Contractors shall bid a percentage discount off of the Ford factory invoice, which shall include the vehicle base price, freight charges, and all factory production options. The invoice submitted will be verified by the County by using Kelley Blue Book's New Car Pricing. In the event of a discrepancy, the Kelley Blue Book New Car Pricing shall supersede the submitted invoice.

Charlotte County shall participate in all fleet incentives, price incentives, and/or rebates available to the bidder in addition to the percentage discount bid. Each vehicle purchased under this contract shall include as part of the base vehicle price:

- vehicle preparation costs
- delivery
- three (3) complete sets of keys

The percentage discount submitted by Bidder should take these factors into account.

From the date of the purchase order, the bidder shall have 48 hours to place the vehicle(s) order with the Ford Motor Company, and shall provide the order number provided by Ford to Charlotte County along with the expected production time. For those vehicles requiring fabrication, the fabrication schedule shall be coordinated with a Charlotte County Fleet Department representative. The Awarded Contractor shall make every effort to provide Charlotte County with the vehicles ordered in a timely manner and shall keep Charlotte County up to date on all information regarding vehicle delivery including, but not limited to, production and/or fabrication delays.

B. DEALER INSTALLED OPTIONS: Dealer installed options may include but are not limited to strobe lights, bedliners, utility bodies, and cranes. See TS-06, Criteria for Award, for the approved list of authorized manufacturers to be used for dealer installed options. Only manufacturers on this list will be accepted. The Fleet Management Division will provide the awarded bidder with updated lists of approved manufacturers for dealer installed options as needed throughout the contract period. All prospective bidders must provide a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.

Charlotte County Fleet Management will provide the awarded bidder a list of dealer installed options required for each vehicle as they are ordered. Upon request of these items, the dealer shall provide Fleet Management pricing, excluding markup, within three (3) working days. Responses must be either faxed to 941-575-3671 or electronically mailed to Fleet Management.

C. VEHICLE CONDITION: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication and check all fluid levels to assure proper fill
2. Adjustment of engine to proper operating condition
3. Inflate tires to proper pressure
4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. DO NOT REMOVE WINDOW PRICE STICKER
6. Overall check for safe operating condition
7. All units must contain no less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery. If a vehicle is delivered with less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge, the bidder shall be assessed $40.00 dollars.
8. Vehicles not requiring fabrication shall be delivered with less than 250 miles as indicated by the vehicle's odometer. Allowances will be made for vehicles that require off-site fabrication, but vendor shall make the effort to keep mileage to a minimum. Vehicles with 1,000 miles or more as indicated by the vehicle's odometer may not be accepted without prior approval from Charlotte County.
9. All vehicles shall be delivered with three (3) complete sets of keys. If a vehicle is delivered without three (3) complete sets of keys, the bidder shall be assessed
10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
11. Vehicles shall be delivered with each of the following documents satisfactorily completed:
    - Temporary license plate and/or county plate
    - Owner and/or operator manual(s).
    - Warranty certifications, including rustproofing, if applicable.
    - Copy of pre-delivery service report.
    - Window price sticker (still affixed).
12. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

D. TITLE, REGISTRATION, AND PLATES: All vehicles delivered under this contract shall be titled and registered by the successful bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Charlotte County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a 30-day temporary tag, and return a County license plate within twenty-five days of the delivery of each vehicle.

The County shall reimburse the Contractor for the actual fees involved in the title application, registration, and obtaining of new license plates as charged by the State of Florida. The cost shall be listed as a separate line item on the invoice presented for payment on each vehicle. Separate invoicing for this reimbursement will not be accepted.

NOTE: Charlotte County is self-insured; therefore, a "Proof of Insurance" form is not required.

TS-06 CRITERIA FOR AWARD: The award of this bid will be made to the lowest, responsive, responsible Bidder, who meets or exceeds the requirements of these specifications.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

LIST OF AUTHORIZED MANUFACTURERS TO BE USED FOR DEALER INSTALLED OPTIONS includes, but is not limited to:
EFFECTIVE 10/01/2021

1. EMERGENCY AND WARNING LIGHTS:
   A. STROBE - NORTH AMERICAN SIGNAL COMPANY
   B. LIGHT BARS & MOUNTING BRACKETS - WHELEN
   C. CORNER INTERCEPT – NOVA ELECTRONICS
2. BEDLINERS:
   A. DURALINER
   B. RHINO LININGS
   C. LINEX SPRAY IN
3. TOOL BOXES:
   A. DELTA
   B. DAYTON
4. TRAILER HITCHES:
   A. DRAW-TITE
   B. REESE
5. LIFT GATES:
   A. TOMMY GATE
6. ALUMINUM DUMP BODY INSERTS:
   A. TRUCK CRAFT
   B. EZ DUMPER
7. UTILITY AND STAKE BODIES:
   A. KNAPHEIDE
   B. READING
   C. ROYAL
8. CRANES:
   A. AUTO-CRANE
   B. LIFT MOORE
9. DUMP AND FLAT BED DUMP HOISTS:
   A. VENCO CONVERSION HOISTS
   B. RUGBY
10. TRUCK AND VAN ACCESSORIES:
    A. SILVER SHIELD SYSTEMS
    B. TAILGATERS
    C. MASTERACK
    D. AMERICAN VANS
11. SERVICE & PARTS MANUALS (CD OR HARD COPY):
    A. HELMS PUBLISHING
12. LAP TOP MOUNTS
    A. KODIAK MOBILE CF31 IDOCK
    B. JOTTO DESK
13. REAR MOUNTED CAMERA
    A. ZONE DEFENSE

INSURANCE REQUIREMENTS
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form (CG 00 01)**
   Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   Minimum Requirements:
   - General Aggregate $ 500,000
   - Each Occurrence $ 500,000

   a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
   b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
   c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

   Combined Single Limit (CSL) $ 500,000

   a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor**".**
   b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
   c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. **Worker's Compensation and Employers' Liability**
   Workers' Compensation
   Employers' Liability
   Each Accident, bodily injury or disease $ 500,000

   a. Policy shall contain a waiver of subrogation against the Charlotte County.
   b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.

c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.

d. If the Contractor has no employees the Contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

Additional Insured – All policies, ***except*** for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements' shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policies. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the par to the County.

SAFETY AND HEALTH REQUIREMENTS
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541

SH-01 HEALTH AND SAFETY PLAN: It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Loss Control Coordinator will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Loss Control Coordinator to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

SH-02 ACCIDENTAL SPILLS: In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Loss Control Coordinator.

The following phone numbers may be used in the event of an emergency:

Risk Management	941.764.4191
Environmental Health and Safety Manager	941.743.1381 (or Cell 941.223.5535)

SH-03 CONTROL OF FUGITIVE EMISSIONS: The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS: Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

B. LEAD-CONTAINING BUILDING MATERIALS: Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Loss Control Coordinator or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

C. **SAMPLING AND MONITORING RESULTS:** The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.

BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) _____%

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS _____%

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

NOTE: In accordance with Florida Statues, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at http://purchasingbids.charlottecountyfl.gov/ under "Purchasing Bids Online", document number 215414. No information regarding the submittal will be divulged over the telephone.

Name of Bidder:_____

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated_____; Addendum No. _____, Dated_____ ; Addendum No. _____, Dated _____

Addendum No. _____, Dated_____; Addendum No. _____, Dated_____ ; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): **Individual Ownership** _____ **Joint Venture** _____

Partnership _____ **Corporation** _____

Name of Bidding Firm _____

Mailing Address _____

Location Address _____

City & State _____ **ZIP**_____

Telephone: _____ **Fax Number:** _____ **E-mail:** _____

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: _____

Date: _____

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1._____	1._____
2._____	2._____
3._____	3._____
4._____	4._____
5._____	5._____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated _____

Name of Bidder: _____

(This form to be returned)

Charlotte County

Agenda Item Summary

Commission Chambers,
Room 119
18500 Murdock Circle
Port Charlotte, FL 33948
CharlotteCountyFL.gov

File #: 2021-2733 **Agenda Date:** 9/14/2021 **Agenda Item #:** 13.

DEPARTMENT MAKING REQUEST
Budget & Admin Services

Title
21-541, Award, Vehicles - Annual Contract (Fleet)
REQUESTED MOTION/ACTION

Recommended Action:
a) Approve award of Request for Bids #21-541, Vehicles - Annual Contract to Bartow Ford, for a 4.27% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options. Term of contract is from October 1, 2021 through and including September 30, 2022; and
b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent. This annual contract allows for the purchase of Ford vehicles on an as needed basis.
Budgeted Action:
No action needed. Purchases will be facilitated by Fleet, and then charged to the department as budgeted in the FY2022 budget process.

BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)
Background:
This is an annual contract that allows for the purchase of Ford vehicles on an as needed basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder, which is the highest discount.

CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2021000541

DUE DATE: AUGUST 11, 2021 **DEPT: FLEET**

Company Name ►	**Tamiami Ford, Inc.**	**Bartow Ford**
Location ►	Naples, FL	Bartow, FL
Description ▼		
% Discount off of Ford Factory Invoice	2.25%	4.27%
% Mark-up on Dealer Installed Options	9.00%	0.00%

Witnesses: Kathleen Lindback, CPPB, Contract Specialist and Stacey Trowbridge, Contract Specialist

BARTOW FORD
INTEGRITY • TRUST • HONESTY
Since 1948
We're Different & We'll Prove It!

8/10/2021

Charlotte County Purchasing Division
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing
18500 Murdock Circle
Port Charlotte, Fl. 33948
RE: BID 2021000541, VEHICLES – ANNUAL CONTRACT

Bartow Ford will extend the Ford 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles on the following fleet vehicles for no additional charge:

- 2022 Model Year F-150 (Excluding Raptor)
- 2022 Model Year Super Duty (F-250 through F-600, pickups, and chassis cabs)
- 2022 Model Year F-59 Stripped Chassis
- 2022 Model Year F-53 Stripped Chassis
- 2022 Model Year Transit (Excluding E-Transit)
- 2022 Model Year Transit Connect
- 2023 Model Year E-Series

This limited powertrain warranty will be included in Bartow Ford's bid price for no additional charge. This extension applies to both gas and diesel powertrains.

If you have any questions or need any additional information, please feel free to contact me any time.

Respectfully yours
Richard Weissinger
Commercial Fleet Sales

BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: **For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.**

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.27 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

NOTE: In accordance with Florida Statues, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at http://purchasingbids.charlottecountyfl.gov/ under "Purchasing Bids Online", document number 215414. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Bartow Ford Co

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. EMERGENCY & WARNING LIGHTING BEDLINERS	1. WHELEN / SOUNDOFF / FED SIG / NOVA / STAR FORD / DURA LINER / RHINO LININGS / LINEX
2. TRAILER HITCH UTILITY & STAKE BODIES	2. FORD / DRAW TIGHT / REESE KNAPHEIDE / READING / PREMIER
3. CRANES DUMP BODIES	3. VENTURO / AUTO CRANE / LIFT MOORE KNAPHEIDE / RUGBY / VENCO / GODWIN
4. LIFTGATES TRUCK & VAN ACCESSORIES	4. TOMMY GATE / WALTCO MASTER RACK / RANGER / ARDIEN STEEL
5. LAP TOP MOUNTS SERVICE & PARTS MANUALS REAR MOUNTED CAMERA	5. HAVIS / JOTTO / GAMBER HELM PUBLISHING THIS IS NOW A FACTORY INSTALLED ITEM

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Bartow Ford Co (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated 08/10/2021

Name of Bidder: Bartow Ford Co

(This form to be returned)

CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2018000509

DUE DATE: SEPTEMBER 29, 2018 **DEPT: FLEET**

Company Name ► **Location ►** **Description ▼**	**BARTOW FORD** of Bartow, FL	**DON GASGARTH CHARLOTTE COUNTY FORD** of Port Charlotte, FL
% Discount off of Ford Factory Invoice	4.06%	0.75%
% Mark-up on Dealer Installed Options	0.00%	8.50%

A Bid was received from Desoto Auto Mall, Inc., which was deemed non-responsive.

Witnesses: Kathleen Lindback, CPPB, Contract Specialist and Art Markham, Contract Specialist

PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

Telephone (941) 743-1378
Facsimile (941) 743-1384

July 28, 2021

TO: PROSPECTIVE BIDDERS

RE: BID 2021000541, VEHICLES – ANNUAL CONTRACT

BID DUE DATE: AUGUST 11, 2021 **ADDENDUM NO. 1**

Bidders are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents.

The following is issued to modify, and/or clarify the proposal and contract documents. These items shall have the same force and effect as the original bid and contract documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Item 1: QUESTIONS/ANSWERS
Q1. You're looking for a flat discount percentage for all vehicle types?
A1. Yes.

Q2. The delivery time frames as stated on page 16. It states that you expect vehicles to be delivered within 90 days for vehicles of normal production and 120 days for vehicles with dealer installed options. With the current production delays we are seeing on various vehicles, what happens if that time frame is not met?
A2. We understand that delays on the Ford production lines are beyond any dealership's control, and the dealer would not be penalized for that. However, we do expect vehicles to be ordered when a purchase order is issued, and that any aftermarket equipment and/or services necessary are scheduled to arrive/be serviced at the time of the vehicles arrival to the dealership.

Previous contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", Historical Catalog. The previous Contract number for this project is **18-509** and is entitled **'Vehicles – Annual Contract'**.

This addendum is binding and is to be considered as if contained within the original bid documents of Bid No. 2021000008. Bidders are required to acknowledge receipt of this addendum on their bid forms.

Kimberly A. Corbett

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/at: Clerk's Office, Minutes Division
File

9/20/2021

Richard Weissinger, Commerical Fleet Sales
BARTOW FORD
2800 US Hwy 98 North
Bartow, FL 33830

RE: **NOTICE OF ACCEPTANCE**

Dear Mr. Weissinger:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of your Bid No. 2021000541, Vehicles – Annual Contract, with your firm. The acceptance of your bid, properly executed by an authorized representative of the company, constitutes a binding contract.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and bid submitted by your company on August 11, 2021. Please sign and return to this office by email @ alisa.true@charlottecountyfl.gov . Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Local Government Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect through and including September 30, 2022, with option to renew for two additional one-year terms, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Alisa L. True, CPPB, Senior Contract Specialist, at 941-743-1549.

Yours truly,

Kimberly A. Corbett
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/at

ACCEPTED:

Richard Weissinger
Richard Weissinger, Commerical Fleet Sales

Date: 09/21/2021

cc: File

PURCHASING
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948
Phone: 941.743.1374 | Fax: 941.743.1384

0000025 04/20/22

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012621595C-2	06/30/2022	06/30/2027	MUNICIPAL GOVERNMENT

This certifies that

CITY OF FORT PIERCE
100 N US HIGHWAY 1
FORT PIERCE FL 34950-4205

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

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Federal Tax ID #
59-6000322

FLORIDA MUNICIPAL INSURANCE TRUST

Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, FL 32853-8135
(800) 445-6248 / Fax: (407) 425-9378

ISSUED TO:

City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954

FMIT Number: **0195**

BINDER OF COVERAGE

THIS IS TO CERTIFY THAT THE ABOVE NAMED MEMBER HAS SECURED COVERAGES THROUGH THE FOLLOWING SELF INSURANCE PROGRAM EFFECTIVE OCTOBER 01, 2023

[X]	Florida Municipal Insurance Trust	[X]	General Liability
[X]	Property	[X]	Auto Liability
[X]	Workers' Compensation	[X]	Auto Physical Damage

This Binder of Coverage expires December 31, 2023 and will be replaced by a coverage document. Failure to pay premiums in accordance with the payment policies will necessitate cancellation of this binder.

Date Issued: September 25, 2023

Authorized Representative

Limits of Liability and Deductible information are on file with the Administrator.

FLORIDA MUNICIPAL INSURANCE TRUST
PROPERTY, ALLIED LINES AND CRIME
DECLARATIONS

I. DESIGNATED MEMBER
City of Fort Pierce

Agreement No.: FMIT #0195

II. GOVERNMENT DESCRIPTION
Municipality

III. COVERAGE PERIOD
From October 1, 2023 to October 1, 2024 12:01 A.M. Standard Time at the address of the Designated Member.

	Premium Basis	Deductible/ Type	Limit	Net Premium
IV. Property and Allied Coverages				$555,545
Real Property*		$25,000	$60,257,907	Included
Personal Property		$25,000	$9,441,682	Included
Named Storm Coverage and Percentage Deductible		**Refer to Named Storm Coverage and Percentage Deductible Endorsement**		
Coinsurance:	Agreed Amount			
Valuation Basis:	Replacement Cost			
Blanket**:	Yes			
Inflation Guard:	No			
Non-scheduled PITO Sub-Limit*			$500,000	Included
Time Element				
Business Income	Per Extension	$0	$4,000,000	Included
Coinsurance:	Agreed Amount			Included
Extra Expense	Per Extension	$0		Included
Inland Marine Valuation Basis:	Per Schedule	Per Schedule	$1,680,551	Included
Blanket:	Yes			Included
Valuable Papers	Per Extension	$0		Included
Accounts Receivable	Per Extension	$0		Included
Crime				
Inside The Premises:				
Theft of Money and Securities		$5,000	$250,000	Included
Forgery or Alteration		$10,000	$1,000,000	Included
Computer and Funds Transfer Fraud		$10,000	$1,000,000	Included
Bond				
Faithful Performance Blanket Bond		$1,000	$1,000,000	Included
Employee Theft - Per Loss Coverage		$1,000	$1,000,000	Included

V. The FMIT Property Coverage Agreement (hereafter, “Property Coverage Agreement” or “Coverage Agreement”) shall include all and only those Forms, Endorsements and Schedules referenced in **Schedule C.**

VI. ESTIMATED ANNUAL PREMIUM

	Normal Premium
Florida Municipal Insurance Trust (FMIT)	$555,545

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

*Real Property limit is inclusive of Non-scheduled PITO Sub-Limit.

**If a blanket limit is selected, the blanket limit applies only to Covered Property at locations contained in the Member’s Property Schedule, subject to all coverage exclusions, deductible requirement(s) and other provisions of the Coverage Agreement.

FMIT PROPERTY ALLIED LINES AND CRIME COVERAGES
- FMIT Property Coverage Agreement Scheduled Coverage Forms List -
FMIT #0195

Schedule C

Form #	Description
	Property Common
FMIT COND 1019	Conditions of Coverage
FMIT PROP CA 1023	FMIT Property Coverage Agreement
IL 00 17 1198	Common Policy Conditions
FMIT MPC 1023	Miscellaneous Property Coverages
IL 02 55 0106	Florida Changes - Cancellation and Non-renewal
	Property
FMIT PROP EP 1021	Earned Premium
PR-SCHED	Property Schedule
CP 00 90 0788	Commercial Property Conditions
CP 00 10 0402	Building and Personal Property Coverage Form
CP 01 25 1007	Florida Changes
CP 10 10 0402	Causes of Loss - Basic Form
CP 10 30 0402	Causes of Loss - Special Form
FMIT PROP ACC 1022	Anti-Concurrent Cause of Loss Endorsement
CP 10 50 0788	Additional Exclusions - Wind Exclusion
FMIT PROP 12 1021	Ordinance or Law Change
CP 10 35 0695	Watercraft Exclusion
FMIT FLOOD 1023	Flood Coverage Excess of Loss
FMIT PROP NS-A 1023	Named Storm Coverage and Percentage Deductible Endorsement
FMIT PROP TER 1021	Terrorism Physical Loss or Physical Damage
CP 14 50 1000	Radio or Television Antennas
FMIT EBC 1023	Equipment Breakdown Coverage Schedule
FMIT EBC/EBX 1015	Equipment Breakdown Coverage
FMIT FCR 1009	Fungus Remediation
IL 04 01 1007	Florida-Sinkhole Loss Coverage
CP 00 60 0695	Leasehold Interest Coverage Form
FMIT ACTIVE ASSAILANT 1022	Event Response for Covered Events at Covered Property
FMIT RECOVERY 1023	FMIT Property Turnkey Recovery Service
CP 00 50 0402	Extra Expense Coverage Form
CP 00 32 0402	Business Income Coverage
FMIT ASSET SURVEY DA 1023	FMIT Asset Survey Program Disclosure and Acknowledgement
PR MANUSCRIPT	Additional Insured for Government Crime Coverage
	Inland Marine
FMIT IM SCH	Miscellaneous Schedule of Inland Marine
FMIT PROP 02 1022	Inland Marine Floater
CM 00 01 0904	Commercial Inland Marine Conditions
CM 00 66 0904	Accounts Receivable Coverage Form
CM 00 67 0904	Valuable Papers and Records Coverage Form
IM MANUSCRIPT	Fine Arts Schedule
	Crime
CR 00 25 0506	Government Crime Coverage Form
FMIT GC FD 1012	Government Crime Coverage Form Amendment
CR 25 09 1010	Include Volunteer Workers as Employees
CR 25 19 0506	Add Faithful Performance of Duty Coverage

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 09/03/2024

Re: 24-030 General Definitions - Code Amendment

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance 24-030 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125, Article 1, Section 125-3 - Definitions Generally, to provide for additional definitions, clarify existing definitions, to remove conflicts with State Statute and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan. SECOND READING.

SUMMARY:

Sec. 125-3. - Definitions Generally, of the City Code of Ordinances, requires amendment to remove conflicts with State Statute, and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan.

The proposed amendments to the definitions section incorporate changes to provide consistency with the City's Comprehensive Plan, the State Statute and definitions required in respect of other proposed changes to the City's Code of ordinances that are in process. These include: Boardinghouse & Roominghouse, Calculation of Floor Area Ratio, Building Floorspace, Net Density, Gross Density and various definitions pertaining to Family Entertainment Centers, Modular, Mobile and Manufactured homes. Agricultural Use is defined - the Future Land Use to allow such use is subject to a future review of the Comprehensive Plan.

This item was presented to the Planning Board at its March 11th, 2023 meeting. The board requested additional definitions for Workforce Housing, Affordable Housing and Urban Farming be added. Comparisons to State Statues and references thereto are used to strengthen the definitions as appropriate. These additions were presented to, and approved by the Planning Board at its April 8th, 2024, meeting.

Also, note that certain definitions providing zoning standards have been removed from the definitions section, such as Accessory Structure size and Student Housing. These standards will be reinserted within the various amendments to zoning categories as appropriate and if deemed necessary.

RECOMMENDATION:

Staff recommends APPROVAL of the proposed Zoning Text Amendment to Sec. 125-3 - General Definitions.

ALTERNATIVES:

Approval with modification.

OR

Disapproval.

RESPONSIBLE STAFF:
Kev Freeman, Planning Director.

COORDINATED WITH:
Planning Board, March 11th, 2024 and April 8th, 2024.
City Attorney

Fiscal Impact

Budgeted Y/N: N
OTHER INFORMATION:
No impact

Attachments

Staff Presentation
Draft Ordinance
Updated Ordinance
Public Notification Certification
City Attorney Memo
Affidavit of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/02/2024 09:24 AM

Form Started By: Kev Freeman
Started On: 07/29/2024 02:26 PM
Final Approval Date: 08/21/2024

CITY OF FORT PIERCE

CITY COMMISSION
AUGUST 19, 2024
TEXT AMENDMENT TO CODE OF ORDINANCES
GENERAL DEFINITIONS

1

PROPOSED AMENDMENT TO SEC. 125-3 GENERAL DEFINITIONS

A proposed amendment to remove conflicts with State Statute, and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan.

Comparisons to State Statues and references thereto are used to strengthen the definitions.

2

PROPOSED AMENDMENT TO SEC. 125-3 GENERAL DEFINITIONS

This item was presented to the Planning Board at its March 11th, 2024, meeting. The board requested additional definitions for **Workforce Housing, Affordable Housing** and **Urban Farming** be added.

The amendments were incorporated and approved by the Planning Board at its April 8th, 2024, meeting.

3

PROPOSED AMENDMENT TO SEC. 125-3 GENERAL DEFINITIONS - INCLUDES

- Accessory use or structures – controlled by zoning code not by definition. - Code regulates; setbacks, coverage, height, density etc.
- Family Entertainment Center – Skill-based games or machine.
- Agricultural Use - used in cases of annexation where agricultural use is retained.
- Boardinghouse and Roominghouse – code is being processed which will regulate such uses.
- Density – Net, Gross, Developable Area, Floor Area Ratio (FAR), Lot Coverage – comply with Comprehensive Plan.
- Modular Home, Mobile Home and Manufactured Home – comply with State Statute.

4

PROPOSED AMENDMENT TO SEC. 125-3 GENERAL DEFINITIONS

Staff recommends APPROVAL of the proposed Zoning Text Amendment to Sec. 125-3 - General Definitions.

Alternative:

Recommend approval with modification.
or
Recommend disapproval.

5

ORDINANCE NO. 24-030

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 125, ARTICLE 1, SECTION 125–3 DEFINITIONS GENERALLY** TO PROVIDE FOR ADDITIONAL DEFINITIONS AND CLARIFY OTHER DEFINITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125-3, Definitions; generally, of the Code of Ordinances of the City of Fort Pierce has been amended from time to time since it was formally adopted; and

WHEREAS, additional definitions are needed to define terms within Chapter 125 of the Code of Ordinances of the City of Fort Pierce not currently defined; and

WHEREAS, amendment is necessary to remove conflicts with State Statute and internal conflicts with the Code of Ordinances of the City of Fort Pierce, and to provide consistency with the City's Comprehensive Plan; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their April 8th, 2024, meeting, voted 7 to 0 to recommend approval of the request.

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

SECTION 1. Section 125-3 Definitions; generally, is hereby amended, so the same shall read as follows:

Sec. 125-3. Definitions; generally.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

General. For the purposes of this chapter, certain words and phrases are defined as indicated in this section. Terms in the present tense include the future, the singular includes the plural and the plural the singular; the terms "shall," "will" and "must" are mandatory, and the term "may" is permissive.

Accessory use or *accessory structure* means a use or structure incidental and subordinate to the main use of the property and located on the same lot as the main use. ~~In all residential zoning districts, accessory structures shall be limited in size to no more than 25 percent of the main structure, which size limitation shall be cumulative and calculated in combination with any other existing accessory structure so that the total size of all accessory structures shall not exceed this maximum. Such accessory structures~~

~~shall further not exceed the maximum building height of the existing or planned main structure. In calculating maximum building size, existing or planned attached garages shall not be considered. Detached garages which are permanently affixed to the property with a proper foundation shall not be subject to the 25 percent size limitation specified herein; provided, however, such detached garages shall conform with the applicable height restriction. Nothing in this section shall supersede lot coverage standards provided elsewhere in the Code restricting the total size of all structures which may be located on any property.~~

Adult congregate living facilit~~y~~ies, or community residential home means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Families or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. ~~means a facility which undertakes through its ownership or management to provide, for a period exceeding 24 hours, one or more personal services for four or more adults, not related to the owner or administrator by blood or marriage, who require such services. Personal services means in addition to housing and food service, which include, but are not limited to, personal assistance with bathing, dressing, ambulation, housekeeping, supervision, eating, supervision of self-administered medications and assistance with securing health care from appropriate sources. Any such facility shall be licensed as such by the state pursuant to F.S. § 429.07, and regulations applying thereto, as it now exists or as subsequently recodified.~~This definition shall not be deemed to include boardinghouses or rooming houses as defined in this section.

Affordable Housing means housing that is affordable, as defined in Florida Statutes 420.0004.

Alley means a public thoroughfare which affords only a secondary means of access to abutting property.

Amusement arcade means that portion of an interior premises consisting of three or more non-skill based amusement devices. ~~but no more than 49 skill-based amusement devices.~~

Amusement device, game, or machine means a game or machine operated only for the bona fide entertainment of the general public which a person activates by inserting or using currency or a coin, card, coupon, slug, token, or similar device, and, by the application of skill, with no material element of chance inherent in the game or machine, the person playing or operating the game or machine controls the outcome of the game. The term does not include any game or machine that uses mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations

of any other casino game, including, but not limited to, any banked or banking card game, poker, bingo, pull-tab, lotto, roulette, or craps. ~~means any table, platform, mechanical or electronic device or apparatus operated or intended to be operated indoors for amusement, pleasure, test of a skill, competition or sport, where the use or operation of which is conditioned upon payment of a consideration either by insertion of a coin, electronic card, or token in a slot or otherwise so long as the person playing does not receive anything of value or any prize in violation of state or federal law. The definition of the term "amusement device" includes, but is not be limited to, devices commonly known or simulated baseball, simulated football, simulated basketball, simulated hockey, simulated boxing, pinball, shuffleboard, ray guns, bowling games, bumper games, skiball, electronic video games, and shall also include billiard tables and pool tables (whether coin or not). Such definition does not include a bowling alley, juke box, or other coin-operated music machine, or a mechanical children's amusement riding device.~~

Amusement park means a large scale permanent or transient commercially operated enterprise, the majority of which is outdoors, that supplies various forms of amusement, entertainment and recreation, such as a carnival, circus, theme park and amusement ride facility.

Agricultural means use which involves one or more of the following: livestock and poultry farming, crop production, plant nurseries, greenhouses, forestry, or associated farm facilities.

Aquaculture facilities means facilities for the raising, feeding, planting, and harvesting of aquatic organisms.

Aquatic areas means tidal waters and wetlands and nontidal sloughs, streams, lakes and wetlands. The lands underlying the waters are also included. The upper limit of aquatic areas is the mean high tide line in tidal areas and the ordinary high-water line in nontidal areas.

Arcade amusement center means that portion of an interior premises consisting of 50 or more amusement devices.

Arterial street means a street designated as an arterial street in the comprehensive plan.

Bankline/streamline alteration means realignment of a stream bank or the entire stream, either within or without its normal high-water boundaries.

~~*Boardinghouse (roominghouse)* means an establishment, other than an adult congregate living facility or a health care facility, with lodging for four, but not more than nine persons. There shall be no provision for cooking in individual sleeping rooms but meals may be regularly prepared and served for compensation, provided the food is placed upon the table family-style without service or ordering individual portions from a menu.~~

Boardinghouse or Roominghouse means a building arranged or used for lodging

for compensation, with rooms rented out individually, with or without meals, and not occupied as a single-family unit. This definition shall not be deemed to include an adult congregate living facility or bed and breakfast.

Boardinghouse or Roominghouse unit means any room or group of rooms, excluding common areas, forming a single habitable unit, used, or intended to be used as sleeping accommodations.

Building means any structure, temporary or permanent, having a roof impervious to weather and a fixed base on a fixed connection to the ground and which is used or built for the shelter or enclosure of persons, animals, or property of any kind.

Building height means the vertical distance from the grade to the highest point of the coping of a flat roof, to the deck line of a mansard roof, or to the center height between the highest and lowest points of other types of roofs.

Business service establishments means businesses primarily engaged in rendering services; other than professional, educational, repair or contract construction services; to other business establishments. These services include, but are not limited to, employment services, advertising services, consumer credit and reporting services, collection services, mailing services and building maintenance services.

Child care facility, child care center, or child day care center means any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit. The following are not included: public schools and nonpublic schools and their integral programs, except as provided in F.S. § 402.3025; summer camps having children in full-time residence; summer day camps; bible schools normally conducted during vacation periods; and operators of transient establishments, as defined in F.S. chapter 509, which provide child care services solely for the guests of their establishment or resort, provided that all child care personnel of the establishment are screened according to the level 2 screening requirements of F.S. chapter 435.

Collector street means a street designated as a collector street in the comprehensive plan.

Commercial off-street parking lot means any area, other than a public right-of-way, which is used for the parking of cars and is available to the public for a fee and which includes all of the space needed for the movement of vehicles and people, landscaping and access drives.

Communication service establishments means businesses primarily engaged in communications activities, including newspaper and printing services, television and radio services and telephone and telegraph services.

Comprehensive plan means the comprehensive development plan for the city adopted by the city commission, comprised of plans, maps, reports or any combination

thereof which relates to the future economic and physical growth and development or redevelopment of the city.

Condo hotel means a building constructed, maintained, operated and managed as a hotel or resort hotel in which each sleeping unit in the facility is individually owned and in which all sleeping units are available for transient occupancy, i.e., daily, weekly or monthly rent and where the structure, common areas and facilities are owned by all owners on a proportional individual basis.

Conventional home/mobile home subdivision means a subdivision in which the principal uses of property are limited to conventional single-family dwellings, mobile homes and community facilities by the subdivision covenants.

Cul-de-sac means a street with only one outlet which has a vehicular turnaround at the opposite end from the outlet.

~~*Day care center* means an establishment where six or more children, other than members of the family occupying the premises, are cared for away from their own home by day or night, except foster homes.~~

Density, gross means the number of dwelling units per gross acre of land, as defined by a certified legal survey, determined by dividing the number of units by the total acreage within the lot or parcel. ~~excluding aquatic areas but including portions of the property which are or are proposed to be streets, sites dedicated to a governmental body for public use and other common areas~~.

Density, net means a term which refers to the number of dwelling units per net acre of land and which is determined by dividing the number of dwelling units by the total acreage within the lot or parcel available for development, excluding aquatic areas and streets.

Developable area, net means the total area of land available for development. It does not include public open space, wetlands, drainage easements, regional roads and land used or reserved for other public facilities.

Dike means a structure designed and built to prevent inundation of nonaquatic areas by water.

Dock/moorage facilities means a pier or secured float for boat tie-up or other water use, often associated with a specific land use on the adjacent shoreland, such as a residence, a group of residences, a commercial use or a light industrial facility. Small, commercial moorages (less than 15 berths) with minimal shoreside services and no solid breakwater are also included in this category. Floathouses, which are used for boat storage, net-drying and similar purposes, are also included in this category.

Dredged material disposal means the deposition of dredged material in aquatic areas or shorelands. Methods include land disposal, in-water disposal, in-water disposal to create land, beach nourishment, flow-land disposal, ocean disposal and other in-water disposal.

Dredging means the removal of sediment or other material from a stream, river, estuary or other aquatic area for the purpose of deepening a navigation channel, mooring basin or other navigational areas, or obtaining fill material.

Duplex means a building containing only two dwellings.

Duplex subdivision means a subdivision in which the principal uses of property are limited to duplexes and community facilities by the subdivision covenants.

Dwelling rental (dwelling unit) means one or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

Dwelling unit means one or more rooms, ~~designed, occupied, or intended for owner occupancy, or rental for six months or longer in R-1 and R-2 residential zoning districts~~, used as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit. ~~for the exclusive use of a single family maintaining a household~~.

Dwelling, single-family, means a building containing only one dwelling.

Dwelling, townhome, means a single-family dwelling unit constructed in a group of two or more attached units with property lines separating such units in which each unit extends from the foundation to roof and with a yard or public way on not less than two sides. ~~a single dwelling unit attached by at least one, but no more than two, party wall along more than 50 percent of the maximum depth of the unit to one or more other dwelling unit on a continuous foundation, with said party wall being centered on the common property line between adjacent lots.~~

Educational service establishments means businesses primarily engaged in education, including vocational and trade schools, business and stenographic schools, art and music schools, dancing schools and correspondence schools.

Family means an individual or two or more persons related by blood, marriage, legal adoption or legal guardianship, living together as one housekeeping unit using one kitchen, or a group of not more than two unrelated persons living together as one housekeeping unit using one kitchen.

Family Entertainment Center means an establishment engaged in indoor entertainment and limited to skill-based amusement devices, as defined in this code.

Farmers market complex means an establishment or group of establishments primarily engaged in rendering agricultural sales and services including distribution, wholesale and retail sale of produce and related merchandise, agricultural tourism, training and education, and compatible uses. Such uses include, but are not limited to, retail and wholesale produce markets, agricultural products and food distribution,

wholesale bakeries, cafeterias which are intended primarily for use by employees of surrounding businesses, enclosed livestock and equestrian facilities designed for special events and educational service establishments and laboratories for agricultural training classrooms, greenhouses, and aquaculture facilities.

Farmstand sales establishment means a business which is contained within a permanent building with restroom facilities, and which is engaged in the wholesale and retail sale of produce and related merchandise to customers. The business shall be located contiguous to an active agricultural use and shall not be located on Indian River Drive.

Fast food establishment means a restaurant which dispenses food at a walk-up window, drive-up window, at parked vehicles or at an indoor counter to be consumed outdoors on the premises or off the premises. Any establishment with one or more of the service methods described above shall be termed a fast-food establishment notwithstanding that tables, booths or counter seating is provided indoors for the consumption of food.

Fence means a freestanding ~~accessory~~ structure, designed, and intended to serve as a barrier or as a means of enclosing a structure, yard, or other area, or to serve as a boundary feature separating two or more properties.

Finance establishments means businesses primarily engaged in offering financial services, such as those provided by banks; savings and loan associations; credit unions; security and commodity brokers, dealers, and exchanges; and holding and other investment companies.

Floor area ratio means the ratio of the gross floor area of a building in relation to the size of the net developable area of the lot or parcel on which the building is located.

Gasoline service station means a business primarily engaged in the retail dispensing of automotive fuels and oil and where grease, batteries, tires and other automobile accessories may be dispensed at retail principally for automobiles, and where various automotive and convenience services may be provided, except restaurant services, major mechanical and body work, straightening of frames or body parts, steam cleaning, painting, welding, storage of automobiles not in operating condition and operation of a commercial off-street parking lot.

Grade (ground level) means the average elevation of the finished ground at the centers of all walls of the buildings, except if a wall is parallel to and within five feet of a sidewalk, the sidewalk elevation nearest the center of the wall shall constitute the ground elevation.

Gross floor area means the sum of the gross horizontal areas of the several floors of a building, measured from the exterior faces of the exterior walls excluding public corridors, common restrooms, attic areas with a headroom of less than seven feet, unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to

building machinery and equipment (such as air conditioning, ventilating or heating), parking structures and basement space where the ceiling is not more than an average of six feet above the general finished and graded level of the adjacent portion of the lot.

Guest house means a dwelling unit in a building separate from, and in addition to, the principal residential building on a lot, ~~but not exceeding 50 percent of the floor area of said principal residential building,~~ intended for intermittent or temporary occupancy.

Hazardous liquids means liquids which are dangerous to people's health because of toxicity, flammability, explosiveness or other characteristics.

Home occupation means an accessory use of a dwelling unit, as defined in this code.

Hospital means a building or group of buildings having facilities for overnight care of one or more human patients, providing services to in-patients and medical care to the sick and injured, and which may include, as accessory uses, laboratories, out-patient services, training facilities, central service facilities and staff facilities.

Hotel means a facility offering transient lodging accommodations to the general public and providing additional services, such as restaurants, meeting spaces, entertainment, and recreational facilities.

Impervious surfaces means any surface which has been altered, covered or controlled resulting in the virtual elimination of the infiltration and percolation of water to the underlying soils. The term "impervious surfaces" includes most conventionally surfaced streets, roofs, sidewalks, parking lots and similar facilities.

Indoor amusement, entertainment and/or recreation facilities means enclosed facilities, ~~which for each wall face have no entrance/exit points wider than five feet or 20 percent of the main wall face, whichever is greater,~~ pertaining to amusement entertainment and/or recreational activities, such as family entertainment centers, theaters, bowling alleys, pool halls, dance halls and indoor tennis court, pickleball, handball, and swimming pool facilities. This shall not include adult establishments or amusement arcades.

Junkyard means a "junkyard" as defined and regulated in chapter 22, article VII.

Kennels means any premises, except where accessory to an agricultural use, where five or more dogs or other domestic animals which are not sick or injured and are four months in age or older are boarded for compensation, cared for, trained for hire, kept for sale, or bred for sale, but not including veterinary clinics.

Land means ground, water, marsh and swamp.

Land transportation facilities means highways, railroads, bridges and associated structures and signs which provide for land transportation of motorized and/or nonmotorized vehicles.

Landscaping means living material, such as, but not limited to, grass, ground covers, shrubs, vines, hedges, and trees (including palms) and nonliving durable material commonly used in landscaping such as, but not limited to, bark chips, rocks, pebbles,

sand, and fences, but excluding paving.

Limited cooking facilities means a collection of customary appliances which may include sinks, wet bar areas, refrigerators and microwave ovens provided in transient lodging accommodations for the use, enjoyment and convenience of transient occupants but specifically excluding dish washers, stoves and ovens.

Lot means a parcel, plot or tract of land of at least sufficient size to meet the minimum requirements of this chapter (provided that certain nonconforming lots of record at the effective date of these regulations (June 22, 1981) or their amendment are exempted from certain provisions in accordance with section 125-70).

Lot area means the total horizontal area within the lot lines of a lot exclusive of aquatic areas and streets.

Lot, corner, means a lot abutting on two or more streets at their intersection.

Lot coverage means the portion of the gross lot area which is covered by a building.

Lot depth means the distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

Lot, double frontage, means a lot having a frontage on two nonintersecting streets as distinguished from a corner lot.

Lot line means a property line separating a lot from property outside the lot.

Lot of record means a lot which is part of a subdivision, recorded in the office of the county clerk in the county, or a lot described by metes and bounds, the description of which has been recorded in such office.

Lot, waterfront, means any lot or parcel of land which abuts or adjoins any navigable waterway, river, cove, stream, canal, lake or other navigable body of water.

Lot width means the average distance between straight lines connecting front and rear lot lines at each side of the lot, measured as straight lines between the foremost point of the side lot lines in front and the rearmost points of the side lot lines in the rear.

Low intensity recreation means small scale recreational improvements involving a relatively minimal capital investment and no structures over 500 square feet in size. Examples of the types of small-scale facilities involved are trails, picnic tables, restrooms, viewing platforms, shelters and small piers.

Major utility means towers, power generating plants, facilities and lines of communication and power transmission; solid waste disposal; waste-water treatment plants; water treatment plants; storm water and treated wastewater outfalls (including industrial); major water, sewer and gas lines, excluding any such lines used for direct distribution to or collection from customers.

Manufactured home means a structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without

a permanent foundation when attached to the required utilities. A manufactured home means a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act. The term "manufactured home" does not include "recreational vehicle" as defined herein.

Marinas means facilities which provide moorage, launching, storage, supplies and a variety of services for recreational, commercial fishing and charter fishing vessels. They are differentiated from docks/moorages by their larger scale, the provision of significant landside services and/or the use of a solid breakwater (rock, bulkheading, etc.).

Mean high tide line means the mean high-water line as determined according to F.S. ch. 177, pt. II (F.S. § 177.25 et seq.).

Meantime Uses means those uses permitted as part of an innovative community development including, but not limited to, performances, art exhibitions, and hobbyist gatherings, as well as transient commercial activities such as markets or food sales that are held a single time or regularly.

Mobile home means a structure, transportable in one (1) or more sections, which structure is eight (8) body feet or more in width and over thirty-five (35) feet in length, and which structure is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. A mobile home is a residential unit certified to be in conformity with all federal and state requirements for Mobile Home Construction and Safety Standards. ~~which has a body eight feet or more in width, is built with a chassis, is designed to be used as a permanent residence when connected to the required utilities and includes plumbing, heating and electrical systems suitable for a residence.~~

Mobile home park means a place where two or more mobile homes are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of facilities or offer space free in connection with securing the trade or patronage of such person.

Mobile home subdivision means a subdivision in which the principal uses of property are limited to mobile homes and community facilities by the subdivision covenants.

Modular home means a structure transportable in one or more sections, with or without a permanent chassis, which is designed for and used as a residential dwelling unit when connected to a foundation and the required utilities. Fabrication of such units shall comply with F.S. Ch. 553 and the Florida Building Code. A modular home does not include “manufactured home”, “recreational vehicle”, or “mobile home” as defined herein.

Motel means a facility offering transient lodging accommodations to the general

public with a majority of all rooms having direct access to the outside without the necessity of passing through the main lobby of the building.

Multifamily housing development means any development which within two calendar years will have five or more dwelling units on a lot.

Multimodal transit center means transportation facility that connects multiple modes of transportation to include, but not limited to, walking, cycling, automobile and public transit.

Navigational structure means structures such as pile dikes, groins, fills, jetties and breakwaters that are installed to help maintain navigation channels, control erosion, or protect marinas and harbors by controlling water flow, wave action and sand movement.

Breakwaters may be of rock, steel, concrete or piling, or the floating kind. They are used to protect harbors and marinas against waves and currents.

Fills means placements by man of sediment or other material (excluding solid waste) in an aquatic area to create new shorelands or on shorelands to raise the elevation of the land.

Groins means structures analogous to pile dikes ~~but~~ and which are constructed from rocks. ~~They can~~ Designed to withstand more intensive wave action than pile dikes, are often used on beaches, where they exert a strong influence on sand transport and extend from the backshore seaward across the beach.

Jetties means the largest of all navigational structures; ~~they are made~~ constructed of rock or concrete and are used to stabilize the channel and improve the scour at the mouth of an estuary. They must be able to withstand extreme wave conditions and may alter longshore sand transport for many miles along the coast.

Pile dikes means flow-control structures that are used primarily in river systems and are made of closely spaced piling connected by timbers; usually they are perpendicular to the shore. They are constructed to increase scour in the navigation channel and/or control shoreline erosion by interrupting sand transport and encouraging sedimentation in the sheltered lee of the pile dike. A single pile dike is unusual; they are generally constructed in groups.

Parking space means an enclosed or unenclosed area exclusive of maneuvering and access area, permanently reserved for the temporary storage of one automobile, and connected with a drive, street or alley which affords ingress and egress for automobiles.

Person means every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government or any other group or combination acting as a unit.

Personal service establishments means businesses primarily engaged in providing services involving apparel or the care of a person (other than health care), including laundering and dry-cleaning services (except those which primarily serve other businesses), beauty and barber services, garment alterations and funeral homes. This

definition shall not include adult massage parlors.

Planned Development (PD) means a flexible zoning category that allows property owners and developers to propose unique, tailored plans for a specific area. Unlike traditional zoning categories that have predefined uses and development standards, PD zoning offers more flexibility and allows for a wide range of land uses and development options. Including residential, commercial, industrial, and mixed-use.

Professional service establishments means businesses primarily engaged in providing services such as the following: medical and other health services; legal services; engineering and architectural services; and accounting, auditing and bookkeeping services.

Property owner means one who possesses title to real property or to whom real property belongs with the requisite intent to own.

Public use means a structure or use intended or used for a public purpose by a city, school district, county, state or by any other public agency or by a public utility.

Public utility structures means a building or structure which is used to provide telephone, power, gas, oil, water or wastewater services and which belongs to a governmental body or to a public organization vested with public/governmental interest and subject to governmental regulations. Aboveground facilities such as electric or gas substations, water tower, pump station, switching station, equipment storage and material storage which are not limited to an interior wall but to a perimeter fence or property line for zoning regulations.

Quadraplex means a building containing only four dwellings.

Railroad passenger station means a facility, either light or heavy rail, for the boarding of passengers and related ticketing sales and offices.

Recreational vehicle means a vacation trailer or other vehicular or portable unit which is either self-propelled or towed or is carried by a motor vehicle and which is intended for human occupancy, is designed for vacation or recreation purposes (not residential), and including, but not limited to, travel trailers, camping trailers, truck campers and motor homes.

Recreational vehicle park means an area which is designed to accommodate the parking of recreational vehicles.

Repair service establishments means business primarily engaged in repairing items and which undertake no more than a minimal amount of manufacturing.

Replacement value means the estimated current replacement cost of the building or structure in kind, as such structure existed before the damage occurred. The cost shall be determined by using the most recent building valuation data for the state as compiled by the International Code Counsel (ICC) using the Marshall Evaluation Service, as published by the Marshall and Swift Publication Company, Los Angeles, California, or the

contract price given the applicant by a licensed contractor, whichever is higher.

Resort hotel means a tourist-oriented destination resort facility offering transient lodging accommodations with sleeping units available to the general public in conjunction with marine, aquatic, golf or other recreational amenities, including, but not limited to, organized programs, activities, camps and excursions for both adults and/or children, fitness and spa facilities, as well as other services and amenities including restaurants, meeting, conference and/or banquet facilities as well as entertainment where such sleeping units are intended for the exclusive use as transient lodging accommodations.

Resource enhancement means the use of artificial or natural means to improve the quantity or quality of a specific resource.

Retail sales establishments means businesses which are primarily engaged in selling merchandise to customers for personal, household or farm use (including incidental manufacturing and repairing of goods on the premises; provided, however, that the space devoted to manufacturing and repairing does not exceed 20 percent of the gross floor area of the establishment) such as restaurants, bars, grocery stores, bakeries, department stores, clothing stores, fabric shops, luggage stores, gift shops, jewelry stores, florist shops, camera shops, record stores, toy stores, bookstores, newsstands, stationery stores, drugstores, sporting goods stores, furniture stores, appliance stores, hardware stores, auto parts stores, gasoline service stations, bicycle shops and auto sales facilities. This definition shall not include adult bookstores, adult dancing establishments or other adult establishments.

Semi-public use means a structure or use intended or used for a semi-public purpose by a church, lodge, club, or any other nonprofit organization.

Shopping center means two or more commercial establishments which as a group contain a minimum of 15,000 square feet of gross floor area and which are built on a site under unified legal control.

Shoreline stabilization means the protection of the banks of tidal or nontidal stream, river or estuarine waters by vegetative or structural means.

Shrub means a self-supporting, woody, evergreen species, as normally grown in the county.

Sign means a sign as defined and regulated in chapter 117.

Slaughterhouse means an enclosed building where animals are slaughtered for commercial gain or compensation.

Sleeping unit means one or more rooms designed, occupied, or intended for occupancy as transient lodging accommodations with limited cooking, and sanitary facilities provided within the sleeping unit for the exclusive use as transient lodging accommodations.

Street means the entire width of a public or private thoroughfare between property lines which affords the principal means of access to abutting property, except for some corner lots.

Structure means something constructed or erected on the ground, attached to something located on the ground or requiring construction or erection on the ground, such as buildings, billboards, and fences.

Structure alteration means any change in the supporting members of a building, such as bearing walls, bearing partitions, column beams or girders, or any complete rebuilding of the roof or any extension wall.

Student housing means a permanent building consisting of separate sleeping rooms and a common area with a kitchen. A sleeping room is defined as an area with one bed which is intended for one person. The building may contain uses consistent with student housing such as restaurants, cafes, coffee shops, laundry services, and food shops. Tenants occupying the rental units must be students attending colleges, universities, or institutions of higher learning. ~~Parking shall be a minimum of one parking space per two sleeping rooms. Bicycle parking shall be a minimum of one bicycle space per two sleeping rooms. Sleeping rooms in student housing are not subject to density, dwelling unit, or gross floor area definitions of this section. Criteria to be considered in approving a conditional use application for student housing may be found in Resolution No. 09-28. A transit fee shall be paid at the time of issuance of a certificate of occupancy or as directed by the city. This fee shall be adopted by resolution.~~

Townhome, townhouse means a single-family dwelling unit not exceeding three stories in height constructed in a group of two or more attached units with property lines separating such units in which each unit extends from the foundation to roof and with a yard or public way on not less than two sides.

Townhome, townhouse development means a series of townhome or townhouse units proposed on one or more parcels. ~~which, prior to replatting, has a contiguous frontage of at least 200 feet along a public roadway. The maximum length of contiguous building line in a townhome development is 200 feet. The townhome development shall be exempt from section 121-11(e).~~

Transit stop means an intermediate stop along a public transportation route where passengers or goods are loaded or unloaded that is of a smaller scale than a rail station or intermodal station and primarily oriented to interface with pedestrian modes.

Trees means self-supporting woody plants and palms of species which normally grow to an overall height of a minimum of 15 feet in the county.

Triplex means a building containing only three dwellings.

Urban Farming means non-commercial agricultural use on land which provides fresh food to assist community revitalization and promote the adaptive reuse of vacant urban lands.

Use means the purpose for which land or a structure is designed, arranged or intended, or for which it is occupied or maintained.

Vehicular use area means any area used for the display or parking of any and all types of vehicles (including boats and heavy construction equipment) whether or not the vehicles are self-propelled and any land upon which vehicles traverse the property as a function of the primary use.

Water-dependent means uses and activities which can only be carried out on, in or adjacent to water, and the water location or access must be needed for one of the following:

(1) Waterborne transportation (navigation, moorage, fueling and servicing of ships or boats, terminals and transfer facilities, resource material receiving and shipping);

(2) Recreation (active recreation such as swimming, boating or fishing or passive recreation such as viewing or walking);

(3) A source of water (energy production, cooling of industrial equipment or wastewater or other industrial processes); or

(4) Marine research or education (viewing, sampling, recording information, conducting experiments or teaching).

Water-related refers to uses and activities that do not require water access (are not water-dependent), but may be appropriate as consistent with other development criteria because:

(1) They provide goods and/or services that are directly associated with water-dependent uses (supplying materials to, using products of or offering commercial or personal services to water-dependent uses);

(2) A location other than adjacent to the water would result in a public loss of quality in the goods and services offered (evaluation of public loss of quality will involve a subjective consideration of economic, social and environmental consequences of the use).

Water reservoirs and control structures means bodies of water collected and stored in a natural system or artificial structure that serve as reserve water supplies or storm/wastewater storage areas and facilities associated with controlling these waters.

Workforce housing means housing affordable to natural persons or families whose total annual household income does not exceed 80 percent of the area median income, adjusted for household size, or 120 percent of area median income, adjusted for household size.

Wholesale trade establishments means businesses which generally have substantial quantities of merchandise on the premises, and which are primarily engaged in selling merchandise to other wholesalers, retailers, manufacturers, other businesses, governments or institutions.

Yard means:

(1) A required open space, which is unobstructed from the ground upward

except as otherwise allowed in this chapter and except for fences, walls, poles, posts, permitted signs, children's play equipment, other customary yard accessories, driveways, ornaments, statuary, and furniture which will not violate height limitations and requirements limiting obstruction of visibility.

(2) The depth of a front, rear, side, or special yard shall be measured at right angles to the appropriate lot line so that the yard established is a strip of the minimum depth required by district regulations.

Yard, front, means a yard extending between side lot lines across the front of a lot adjoining a street; except that on lots fronting on more than one street, the front yard will be determined by the planning director based on the location of any abutting arterial or collector streets, the prevailing yard patterns and the lot depth requirements of the zone.

Yard, rear, means a yard extending across the rear of the lot between inner side yards. On all lots, the rear yard shall be at the opposite end of the lot from the front yard.

Yard, side, means a yard extending from the interior (rear) line of the front yard to the rear lot line, except where it extends between the front yard and a special yard, a special yard and the rear yard, or two special yards.

Yard, special, means a yard behind any required yard adjacent to a street required to perform the same function as a side or rear yard, but adjacent to a lot line and so placed or oriented that neither the term "side yard" nor the term "rear yard" clearly applies. In such cases, the planning director shall require a yard with minimum dimensions as generally required for a side yard or rear yard in the district, determining which shall apply by the relation of the portion of the lot on which the yard is located to the adjoining lot or lots, with due regard to the orientation and location of structures and buildable areas thereon.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-030 was duly advertised in the St. Lucie News Tribune on Sunday, July 28, 2024 and Sunday, August 18, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 19, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____day of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

CITY CLERK

(CITY SEAL)

ORDINANCE NO. 24-030

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 125, ARTICLE 1, SECTION 125–3 DEFINITIONS GENERALLY** TO PROVIDE FOR ADDITIONAL DEFINITIONS AND CLARIFY OTHER DEFINITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125-3, Definitions; generally, of the Code of Ordinances of the City of Fort Pierce has been amended from time to time since it was formally adopted; and

WHEREAS, additional definitions are needed to define terms within Chapter 125 of the Code of Ordinances of the City of Fort Pierce not currently defined; and

WHEREAS, amendment is necessary to remove conflicts with State Statute and internal conflicts with the Code of Ordinances of the City of Fort Pierce, and to provide consistency with the City's Comprehensive Plan; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their April 8th, 2024, meeting, voted 7 to 0 to recommend approval of the request.

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

SECTION 1. Section 125-3 Definitions; generally, is hereby amended, so the same shall read as follows:

Sec. 125-3. Definitions; generally.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

General. For the purposes of this chapter, certain words and phrases are defined as indicated in this section. Terms in the present tense include the future, the singular includes the plural and the plural the singular; the terms "shall," "will" and "must" are mandatory, and the term "may" is permissive.

Accessory use or *accessory structure* means a use or structure incidental and subordinate to the main use of the property and located on the same lot as the main use. ~~In all residential zoning districts, accessory structures shall be limited in size to no more than 25 percent of the main structure, which size limitation shall be cumulative and calculated in combination with any other existing accessory structure so that the total size of all accessory structures shall not exceed this maximum. Such accessory structures~~

~~shall further not exceed the maximum building height of the existing or planned main structure. In calculating maximum building size, existing or planned attached garages shall not be considered. Detached garages which are permanently affixed to the property with a proper foundation shall not be subject to the 25 percent size limitation specified herein; provided, however, such detached garages shall conform with the applicable height restriction. Nothing in this section shall supersede lot coverage standards provided elsewhere in the Code restricting the total size of all structures which may be located on any property.~~

Adult congregate living facilit~~y~~ies, or community residential home means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Families or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. ~~means a facility which undertakes through its ownership or management to provide, for a period exceeding 24 hours, one or more personal services for four or more adults, not related to the owner or administrator by blood or marriage, who require such services. Personal services means in addition to housing and food service, which include, but are not limited to, personal assistance with bathing, dressing, ambulation, housekeeping, supervision, eating, supervision of self-administered medications and assistance with securing health care from appropriate sources. Any such facility shall be licensed as such by the state pursuant to F.S. § 429.07, and regulations applying thereto, as it now exists or as subsequently recodified.~~This definition shall not be deemed to include boardinghouses or rooming houses as defined in this section.

Affordable Housing means housing that is affordable, as defined in Florida Statutes 420.0004.

Alley means a public thoroughfare which affords only a secondary means of access to abutting property.

Amusement arcade means that portion of an interior premises consisting of three or more non-skill based amusement devices. ~~but no more than 49 skill-based amusement devices.~~

Amusement device, game, or machine means a game or machine operated only for the bona fide entertainment of the general public which a person activates by inserting or using currency or a coin, card, coupon, slug, token, or similar device, and, by the application of skill, with no material element of chance inherent in the game or machine, the person playing or operating the game or machine controls the outcome of the game. The term does not include any game or machine that uses mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations

of any other casino game, including, but not limited to, any banked or banking card game, poker, bingo, pull-tab, lotto, roulette, or craps. ~~means any table, platform, mechanical or electronic device or apparatus operated or intended to be operated indoors for amusement, pleasure, test of a skill, competition or sport, where the use or operation of which is conditioned upon payment of a consideration either by insertion of a coin, electronic card, or token in a slot or otherwise so long as the person playing does not receive anything of value or any prize in violation of state or federal law. The definition of the term "amusement device" includes, but is not be limited to, devices commonly known or simulated baseball, simulated football, simulated basketball, simulated hockey, simulated boxing, pinball, shuffleboard, ray guns, bowling games, bumper games, skiball, electronic video games, and shall also include billiard tables and pool tables (whether coin or not). Such definition does not include a bowling alley, juke box, or other coin-operated music machine, or a mechanical children's amusement riding device.~~

Amusement park means a large scale permanent or transient commercially operated enterprise, the majority of which is outdoors, that supplies various forms of amusement, entertainment and recreation, such as a carnival, circus, theme park and amusement ride facility.

Agricultural means use which involves one or more of the following: livestock and poultry farming, crop production, plant nurseries, greenhouses, forestry, or associated farm facilities.

Aquaculture facilities means facilities for the raising, feeding, planting, and harvesting of aquatic organisms.

Aquatic areas means tidal waters and wetlands and nontidal sloughs, streams, lakes and wetlands. The lands underlying the waters are also included. The upper limit of aquatic areas is the mean high tide line in tidal areas and the ordinary high-water line in nontidal areas.

Arcade amusement center means that portion of an interior premises consisting of 50 or more amusement devices.

Arterial street means a street designated as an arterial street in the comprehensive plan.

Bankline/streamline alteration means realignment of a stream bank or the entire stream, either within or without its normal high-water boundaries.

~~*Boardinghouse (roominghouse)* means an establishment, other than an adult congregate living facility or a health care facility, with lodging for four, but not more than nine persons. There shall be no provision for cooking in individual sleeping rooms but meals may be regularly prepared and served for compensation, provided the food is placed upon the table family-style without service or ordering individual portions from a menu.~~

Boardinghouse or Roominghouse means a building arranged or used for lodging

for compensation, with rooms rented out individually, with or without meals, and not occupied as a single-family unit. This definition shall not be deemed to include an adult congregate living facility or bed and breakfast.

Boardinghouse or Roominghouse unit means any room or group of rooms, excluding common areas, forming a single habitable unit, used, or intended to be used as sleeping accommodations.

Building means any structure, temporary or permanent, having a roof impervious to weather and a fixed base on a fixed connection to the ground and which is used or built for the shelter or enclosure of persons, animals, or property of any kind.

Building height means the vertical distance from the grade to the highest point of the coping of a flat roof, to the deck line of a mansard roof, or to the center height between the highest and lowest points of other types of roofs.

Business service establishments means businesses primarily engaged in rendering services; other than professional, educational, repair or contract construction services; to other business establishments. These services include, but are not limited to, employment services, advertising services, consumer credit and reporting services, collection services, mailing services and building maintenance services.

Child care facility, child care center, or child day care center means any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit. The following are not included: public schools and nonpublic schools and their integral programs, except as provided in F.S. § 402.3025; summer camps having children in full-time residence; summer day camps; bible schools normally conducted during vacation periods; and operators of transient establishments, as defined in F.S. chapter 509, which provide child care services solely for the guests of their establishment or resort, provided that all child care personnel of the establishment are screened according to the level 2 screening requirements of F.S. chapter 435.

Collector street means a street designated as a collector street in the comprehensive plan.

Commercial off-street parking lot means any area, other than a public right-of-way, which is used for the parking of cars and is available to the public for a fee and which includes all of the space needed for the movement of vehicles and people, landscaping and access drives.

Communication service establishments means businesses primarily engaged in communications activities, including newspaper and printing services, television and radio services and telephone and telegraph services.

Comprehensive plan means the comprehensive development plan for the city adopted by the city commission, comprised of plans, maps, reports or any combination

thereof which relates to the future economic and physical growth and development or redevelopment of the city.

Condo hotel means a building constructed, maintained, operated and managed as a hotel or resort hotel in which each sleeping unit in the facility is individually owned and in which all sleeping units are available for transient occupancy, i.e., daily, weekly or monthly rent and where the structure, common areas and facilities are owned by all owners on a proportional individual basis.

Conventional home/mobile home subdivision means a subdivision in which the principal uses of property are limited to conventional single-family dwellings, mobile homes and community facilities by the subdivision covenants.

Cul-de-sac means a street with only one outlet which has a vehicular turnaround at the opposite end from the outlet.

~~*Day care center* means an establishment where six or more children, other than members of the family occupying the premises, are cared for away from their own home by day or night, except foster homes.~~

Density, gross means the number of dwelling units per gross acre of land, as defined by a certified legal survey, determined by dividing the number of units by the total acreage within the lot or parcel. ~~excluding aquatic areas but including portions of the property which are or are proposed to be streets, sites dedicated to a governmental body for public use and other common areas~~.

Density, net means a term which refers to the number of dwelling units per net acre of land and which is determined by dividing the number of dwelling units by the total acreage within the lot or parcel available for development, excluding aquatic areas and streets.

Developable area, net means the total area of land available for development. It does not include public open space, wetlands, drainage easements, regional roads and land used or reserved for other public facilities.

Dike means a structure designed and built to prevent inundation of nonaquatic areas by water.

Dock/moorage facilities means a pier or secured float for boat tie-up or other water use, often associated with a specific land use on the adjacent shoreland, such as a residence, a group of residences, a commercial use or a light industrial facility. Small, commercial moorages (less than 15 berths) with minimal shoreside services and no solid breakwater are also included in this category. Floathouses, which are used for boat storage, net-drying and similar purposes, are also included in this category.

Dredged material disposal means the deposition of dredged material in aquatic areas or shorelands. Methods include land disposal, in-water disposal, in-water disposal to create land, beach nourishment, flow-land disposal, ocean disposal and other in-water disposal.

Dredging means the removal of sediment or other material from a stream, river, estuary or other aquatic area for the purpose of deepening a navigation channel, mooring basin or other navigational areas, or obtaining fill material.

Duplex means a building containing only two dwellings.

Duplex subdivision means a subdivision in which the principal uses of property are limited to duplexes and community facilities by the subdivision covenants.

Dwelling rental (dwelling unit) means one or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

Dwelling unit means one or more rooms, ~~designed, occupied, or intended for owner occupancy, or rental for six months or longer in R-1 and R-2 residential zoning districts~~, used as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit. ~~for the exclusive use of a single family maintaining a household~~.

Dwelling, single-family, means a building containing only one dwelling.

Dwelling, townhome, means a single-family dwelling unit constructed in a group of two or more attached units with property lines separating such units in which each unit extends from the foundation to roof and with a yard or public way on not less than two sides. ~~a single dwelling unit attached by at least one, but no more than two, party wall along more than 50 percent of the maximum depth of the unit to one or more other dwelling unit on a continuous foundation, with said party wall being centered on the common property line between adjacent lots.~~

Educational service establishments means businesses primarily engaged in education, including vocational and trade schools, business and stenographic schools, art and music schools, dancing schools and correspondence schools.

Family means an individual or two or more persons related by blood, marriage, legal adoption or legal guardianship, living together as one housekeeping unit using one kitchen, or a group of not more than two unrelated persons living together as one housekeeping unit using one kitchen.

Family Entertainment Center means an establishment engaged in indoor entertainment and limited to skill-based amusement devices, as defined in this code.

Farmers market complex means an establishment or group of establishments primarily engaged in rendering agricultural sales and services including distribution, wholesale and retail sale of produce and related merchandise, agricultural tourism, training and education, and compatible uses. Such uses include, but are not limited to, retail and wholesale produce markets, agricultural products and food distribution,

wholesale bakeries, cafeterias which are intended primarily for use by employees of surrounding businesses, enclosed livestock and equestrian facilities designed for special events and educational service establishments and laboratories for agricultural training classrooms, greenhouses, and aquaculture facilities.

Farmstand sales establishment means a business which is contained within a permanent building with restroom facilities, and which is engaged in the wholesale and retail sale of produce and related merchandise to customers. The business shall be located contiguous to an active agricultural use and shall not be located on Indian River Drive.

Fast food establishment means a restaurant which dispenses food at a walk-up window, drive-up window, at parked vehicles or at an indoor counter to be consumed outdoors on the premises or off the premises. Any establishment with one or more of the service methods described above shall be termed a fast-food establishment notwithstanding that tables, booths or counter seating is provided indoors for the consumption of food.

Fence means a freestanding ~~accessory~~ structure, designed, and intended to serve as a barrier or as a means of enclosing a structure, yard, or other area, or to serve as a boundary feature separating two or more properties.

Finance establishments means businesses primarily engaged in offering financial services, such as those provided by banks; savings and loan associations; credit unions; security and commodity brokers, dealers, and exchanges; and holding and other investment companies.

Floor area ratio means the ratio of the gross floor area of a building in relation to the size of the net developable area of the lot or parcel on which the building is located.

Gasoline service station means a business primarily engaged in the retail dispensing of automotive fuels and oil and where grease, batteries, tires and other automobile accessories may be dispensed at retail principally for automobiles, and where various automotive and convenience services may be provided, except restaurant services, major mechanical and body work, straightening of frames or body parts, steam cleaning, painting, welding, storage of automobiles not in operating condition and operation of a commercial off-street parking lot.

Grade (ground level) means the average elevation of the finished ground at the centers of all walls of the buildings, except if a wall is parallel to and within five feet of a sidewalk, the sidewalk elevation nearest the center of the wall shall constitute the ground elevation.

Gross floor area means the sum of the gross horizontal areas of the several floors of a building, measured from the exterior faces of the exterior walls excluding public corridors, common restrooms, attic areas with a headroom of less than seven feet, unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to

building machinery and equipment (such as air conditioning, ventilating or heating), parking structures and basement space where the ceiling is not more than an average of six feet above the general finished and graded level of the adjacent portion of the lot.

Guest house means a dwelling unit in a building separate from, and in addition to, the principal residential building on a lot, ~~but not exceeding 50 percent of the floor area of said principal residential building,~~ intended for intermittent or temporary occupancy.

Hazardous liquids means liquids which are dangerous to people's health because of toxicity, flammability, explosiveness or other characteristics.

Home occupation means an accessory use of a dwelling unit, as defined in this code.

Hospital means a building or group of buildings having facilities for overnight care of one or more human patients, providing services to in-patients and medical care to the sick and injured, and which may include, as accessory uses, laboratories, out-patient services, training facilities, central service facilities and staff facilities.

Hotel means a facility offering transient lodging accommodations to the general public and providing additional services, such as restaurants, meeting spaces, entertainment, and recreational facilities.

Impervious surfaces means any surface which has been altered, covered or controlled resulting in the virtual elimination of the infiltration and percolation of water to the underlying soils. The term "impervious surfaces" includes most conventionally surfaced streets, roofs, sidewalks, parking lots and similar facilities.

Indoor amusement, entertainment and/or recreation facilities means enclosed facilities, ~~which for each wall face have no entrance/exit points wider than five feet or 20 percent of the main wall face, whichever is greater,~~ pertaining to amusement entertainment and/or recreational activities, such as family entertainment centers, theaters, bowling alleys, pool halls, dance halls and indoor tennis court, pickleball, handball, and swimming pool facilities. This shall not include adult establishments or amusement arcades.

Junkyard means a "junkyard" as defined and regulated in chapter 22, article VII.

Kennels means any premises, except where accessory to an agricultural use, where five or more dogs or other domestic animals which are not sick or injured and are four months in age or older are boarded for compensation, cared for, trained for hire, kept for sale, or bred for sale, but not including veterinary clinics.

Land means ground, water, marsh and swamp.

Land transportation facilities means highways, railroads, bridges and associated structures and signs which provide for land transportation of motorized and/or nonmotorized vehicles.

Landscaping means living material, such as, but not limited to, grass, ground covers, shrubs, vines, hedges, and trees (including palms) and nonliving durable material commonly used in landscaping such as, but not limited to, bark chips, rocks, pebbles,

sand, and fences, but excluding paving.

Limited cooking facilities means a collection of customary appliances which may include sinks, wet bar areas, refrigerators and microwave ovens provided in transient lodging accommodations for the use, enjoyment and convenience of transient occupants but specifically excluding dish washers, stoves and ovens.

Lot means a parcel, plot or tract of land of at least sufficient size to meet the minimum requirements of this chapter (provided that certain nonconforming lots of record at the effective date of these regulations (June 22, 1981) or their amendment are exempted from certain provisions in accordance with section 125-70).

Lot area means the total horizontal area within the lot lines of a lot exclusive of aquatic areas and streets.

Lot, corner, means a lot abutting on two or more streets at their intersection.

Lot coverage means the portion of the gross lot area which is covered by a building.

Lot depth means the distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

Lot, double frontage, means a lot having a frontage on two nonintersecting streets as distinguished from a corner lot.

Lot line means a property line separating a lot from property outside the lot.

Lot of record means a lot which is part of a subdivision, recorded in the office of the county clerk in the county, or a lot described by metes and bounds, the description of which has been recorded in such office.

Lot, waterfront, means any lot or parcel of land which abuts or adjoins any navigable waterway, river, cove, stream, canal, lake or other navigable body of water.

Lot width means the average distance between straight lines connecting front and rear lot lines at each side of the lot, measured as straight lines between the foremost point of the side lot lines in front and the rearmost points of the side lot lines in the rear.

Low intensity recreation means small scale recreational improvements involving a relatively minimal capital investment and no structures over 500 square feet in size. Examples of the types of small-scale facilities involved are trails, picnic tables, restrooms, viewing platforms, shelters and small piers.

Major utility means towers, power generating plants, facilities and lines of communication and power transmission; solid waste disposal; waste-water treatment plants; water treatment plants; storm water and treated wastewater outfalls (including industrial); major water, sewer and gas lines, excluding any such lines used for direct distribution to or collection from customers.

Manufactured home means a structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without

a permanent foundation when attached to the required utilities. A manufactured home means a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act. The term "manufactured home" does not include "recreational vehicle" as defined herein.

Marinas means facilities which provide moorage, launching, storage, supplies and a variety of services for recreational, commercial fishing and charter fishing vessels. They are differentiated from docks/moorages by their larger scale, the provision of significant landside services and/or the use of a solid breakwater (rock, bulkheading, etc.).

Mean high tide line means the mean high-water line as determined according to F.S. ch. 177, pt. II (F.S. § 177.25 et seq.).

Meantime Uses means those uses permitted as part of an innovative community development including, but not limited to, performances, art exhibitions, and hobbyist gatherings, as well as transient commercial activities such as markets or food sales that are held a single time or regularly.

Mobile home means a structure, transportable in one (1) or more sections, which structure is eight (8) body feet or more in width and over thirty-five (35) feet in length, and which structure is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. A mobile home is a residential unit certified to be in conformity with all federal and state requirements for Mobile Home Construction and Safety Standards. ~~which has a body eight feet or more in width, is built with a chassis, is designed to be used as a permanent residence when connected to the required utilities and includes plumbing, heating and electrical systems suitable for a residence.~~

Mobile home park means a place where two or more mobile homes are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of facilities or offer space free in connection with securing the trade or patronage of such person.

Mobile home subdivision means a subdivision in which the principal uses of property are limited to mobile homes and community facilities by the subdivision covenants.

Modular home means a structure transportable in one or more sections, with or without a permanent chassis, which is designed for and used as a residential dwelling unit when connected to a foundation and the required utilities. Fabrication of such units shall comply with F.S. Ch. 553 and the Florida Building Code. A modular home does not include “manufactured home”, “recreational vehicle”, or “mobile home” as defined herein.

Motel means a facility offering transient lodging accommodations to the general

public with a majority of all rooms having direct access to the outside without the necessity of passing through the main lobby of the building.

Multifamily housing development means any development which within two calendar years will have five or more dwelling units on a lot.

Multimodal transit center means transportation facility that connects multiple modes of transportation to include, but not limited to, walking, cycling, automobile and public transit.

Navigational structure means structures such as pile dikes, groins, fills, jetties and breakwaters that are installed to help maintain navigation channels, control erosion, or protect marinas and harbors by controlling water flow, wave action and sand movement.

Breakwaters may be of rock, steel, concrete or piling, or the floating kind. They are used to protect harbors and marinas against waves and currents.

Fills means placements by man of sediment or other material (excluding solid waste) in an aquatic area to create new shorelands or on shorelands to raise the elevation of the land.

Groins means structures analogous to pile dikes ~~but~~ and which are constructed from rocks. ~~They can~~ Designed to withstand more intensive wave action than pile dikes, are often used on beaches, where they exert a strong influence on sand transport and extend from the backshore seaward across the beach.

Jetties means the largest of all navigational structures; ~~they are made~~ constructed of rock or concrete and are used to stabilize the channel and improve the scour at the mouth of an estuary. They must be able to withstand extreme wave conditions and may alter longshore sand transport for many miles along the coast.

Pile dikes means flow-control structures that are used primarily in river systems and are made of closely spaced piling connected by timbers; usually they are perpendicular to the shore. They are constructed to increase scour in the navigation channel and/or control shoreline erosion by interrupting sand transport and encouraging sedimentation in the sheltered lee of the pile dike. A single pile dike is unusual; they are generally constructed in groups.

Parking space means an enclosed or unenclosed area exclusive of maneuvering and access area, permanently reserved for the temporary storage of one automobile, and connected with a drive, street or alley which affords ingress and egress for automobiles.

Person means every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government or any other group or combination acting as a unit.

Personal service establishments means businesses primarily engaged in providing services involving apparel or the care of a person (other than health care), including laundering and dry-cleaning services (except those which primarily serve other businesses), beauty and barber services, garment alterations and funeral homes. This

definition shall not include adult massage parlors.

Planned Development (PD) means a flexible zoning category that allows property owners and developers to propose unique, tailored plans for a specific area. Unlike traditional zoning categories that have predefined uses and development standards, PD zoning offers more flexibility and allows for a wide range of land uses and development options. Including residential, commercial, industrial, and mixed-use.

Professional service establishments means businesses primarily engaged in providing services such as the following: medical and other health services; legal services; engineering and architectural services; and accounting, auditing and bookkeeping services.

Property owner means one who possesses title to real property or to whom real property belongs with the requisite intent to own.

Public use means a structure or use intended or used for a public purpose by a city, school district, county, state or by any other public agency or by a public utility.

Public utility structures means a building or structure which is used to provide telephone, power, gas, oil, water or wastewater services and which belongs to a governmental body or to a public organization vested with public/governmental interest and subject to governmental regulations. Aboveground facilities such as electric or gas substations, water tower, pump station, switching station, equipment storage and material storage which are not limited to an interior wall but to a perimeter fence or property line for zoning regulations.

Quadraplex means a building containing only four dwellings.

Railroad passenger station means a facility, either light or heavy rail, for the boarding of passengers and related ticketing sales and offices.

Recreational vehicle means a vacation trailer or other vehicular or portable unit which is either self-propelled or towed or is carried by a motor vehicle and which is intended for human occupancy, is designed for vacation or recreation purposes (not residential), and including, but not limited to, travel trailers, camping trailers, truck campers and motor homes.

Recreational vehicle park means an area which is designed to accommodate the parking of recreational vehicles.

Repair service establishments means business primarily engaged in repairing items and which undertake no more than a minimal amount of manufacturing.

Replacement value means the estimated current replacement cost of the building or structure in kind, as such structure existed before the damage occurred. The cost shall be determined by using the most recent building valuation data for the state as compiled by the International Code Counsel (ICC) using the Marshall Evaluation Service, as published by the Marshall and Swift Publication Company, Los Angeles, California, or the

contract price given the applicant by a licensed contractor, whichever is higher.

Resort hotel means a tourist-oriented destination resort facility offering transient lodging accommodations with sleeping units available to the general public in conjunction with marine, aquatic, golf or other recreational amenities, including, but not limited to, organized programs, activities, camps and excursions for both adults and/or children, fitness and spa facilities, as well as other services and amenities including restaurants, meeting, conference and/or banquet facilities as well as entertainment where such sleeping units are intended for the exclusive use as transient lodging accommodations.

Resource enhancement means the use of artificial or natural means to improve the quantity or quality of a specific resource.

Retail sales establishments means businesses which are primarily engaged in selling merchandise to customers for personal, household or farm use (including incidental manufacturing and repairing of goods on the premises; provided, however, that the space devoted to manufacturing and repairing does not exceed 20 percent of the gross floor area of the establishment) such as restaurants, bars, grocery stores, bakeries, department stores, clothing stores, fabric shops, luggage stores, gift shops, jewelry stores, florist shops, camera shops, record stores, toy stores, bookstores, newsstands, stationery stores, drugstores, sporting goods stores, furniture stores, appliance stores, hardware stores, auto parts stores, gasoline service stations, bicycle shops and auto sales facilities. This definition shall not include adult bookstores, adult dancing establishments or other adult establishments.

Semi-public use means a structure or use intended or used for a semi-public purpose by a church, lodge, club, or any other nonprofit organization.

Shopping center means two or more commercial establishments which as a group contain a minimum of 15,000 square feet of gross floor area and which are built on a site under unified legal control.

Shoreline stabilization means the protection of the banks of tidal or nontidal stream, river or estuarine waters by vegetative or structural means.

Shrub means a self-supporting, woody, evergreen species, as normally grown in the county.

Sign means a sign as defined and regulated in chapter 117.

Slaughterhouse means an enclosed building where animals are slaughtered for commercial gain or compensation.

Sleeping unit means one or more rooms designed, occupied, or intended for occupancy as transient lodging accommodations with limited cooking, and sanitary facilities provided within the sleeping unit for the exclusive use as transient lodging accommodations.

Street means the entire width of a public or private thoroughfare between property lines which affords the principal means of access to abutting property, except for some corner lots.

Structure means something constructed or erected on the ground, attached to something located on the ground or requiring construction or erection on the ground, such as buildings, billboards, and fences.

Structure alteration means any change in the supporting members of a building, such as bearing walls, bearing partitions, column beams or girders, or any complete rebuilding of the roof or any extension wall.

Student housing means a permanent building consisting of separate sleeping rooms and a common area with a kitchen. A sleeping room is defined as an area with one bed which is intended for one person. The building may contain uses consistent with student housing such as restaurants, cafes, coffee shops, laundry services, and food shops. Tenants occupying the rental units must be students attending colleges, universities, or institutions of higher learning. ~~Parking shall be a minimum of one parking space per two sleeping rooms. Bicycle parking shall be a minimum of one bicycle space per two sleeping rooms. Sleeping rooms in student housing are not subject to density, dwelling unit, or gross floor area definitions of this section. Criteria to be considered in approving a conditional use application for student housing may be found in Resolution No. 09-28. A transit fee shall be paid at the time of issuance of a certificate of occupancy or as directed by the city. This fee shall be adopted by resolution.~~

Townhome, townhouse means a single-family dwelling unit not exceeding three stories in height constructed in a group of two or more attached units with property lines separating such units in which each unit extends from the foundation to roof and with a yard or public way on not less than two sides.

Townhome, townhouse development means a series of townhome or townhouse units proposed on one or more parcels. ~~which, prior to replatting, has a contiguous frontage of at least 200 feet along a public roadway. The maximum length of contiguous building line in a townhome development is 200 feet. The townhome development shall be exempt from section 121-11(e).~~

Transit stop means an intermediate stop along a public transportation route where passengers or goods are loaded or unloaded that is of a smaller scale than a rail station or intermodal station and primarily oriented to interface with pedestrian modes.

Trees means self-supporting woody plants and palms of species which normally grow to an overall height of a minimum of 15 feet in the county.

Triplex means a building containing only three dwellings.

Urban Farming means non-commercial agricultural use on land which provides fresh food to assist community revitalization and promote the adaptive reuse of vacant urban lands.

Use means the purpose for which land or a structure is designed, arranged or intended, or for which it is occupied or maintained.

Vehicular use area means any area used for the display or parking of any and all types of vehicles (including boats and heavy construction equipment) whether or not the vehicles are self-propelled and any land upon which vehicles traverse the property as a function of the primary use.

Water-dependent means uses and activities which can only be carried out on, in or adjacent to water, and the water location or access must be needed for one of the following:

(1) Waterborne transportation (navigation, moorage, fueling and servicing of ships or boats, terminals and transfer facilities, resource material receiving and shipping);

(2) Recreation (active recreation such as swimming, boating or fishing or passive recreation such as viewing or walking);

(3) A source of water (energy production, cooling of industrial equipment or wastewater or other industrial processes); or

(4) Marine research or education (viewing, sampling, recording information, conducting experiments or teaching).

Water-related refers to uses and activities that do not require water access (are not water-dependent), but may be appropriate as consistent with other development criteria because:

(1) They provide goods and/or services that are directly associated with water-dependent uses (supplying materials to, using products of or offering commercial or personal services to water-dependent uses);

(2) A location other than adjacent to the water would result in a public loss of quality in the goods and services offered (evaluation of public loss of quality will involve a subjective consideration of economic, social and environmental consequences of the use).

Water reservoirs and control structures means bodies of water collected and stored in a natural system or artificial structure that serve as reserve water supplies or storm/wastewater storage areas and facilities associated with controlling these waters.

Workforce housing means housing affordable to natural persons or families whose total annual household income does not exceed 80 percent of the area median income, adjusted for household size, or 120 percent of area median income, adjusted for household size.

Wholesale trade establishments means businesses which generally have substantial quantities of merchandise on the premises, and which are primarily engaged in selling merchandise to other wholesalers, retailers, manufacturers, other businesses, governments or institutions.

Yard means:

(1) A required open space, which is unobstructed from the ground upward

except as otherwise allowed in this chapter and except for fences, walls, poles, posts, permitted signs, children's play equipment, other customary yard accessories, driveways, ornaments, statuary, and furniture which will not violate height limitations and requirements limiting obstruction of visibility.

(2) The depth of a front, rear, side, or special yard shall be measured at right angles to the appropriate lot line so that the yard established is a strip of the minimum depth required by district regulations.

Yard, front, means a yard extending between side lot lines across the front of a lot adjoining a street; except that on lots fronting on more than one street, the front yard will be determined by the planning director based on the location of any abutting arterial or collector streets, the prevailing yard patterns and the lot depth requirements of the zone.

Yard, rear, means a yard extending across the rear of the lot between inner side yards. On all lots, the rear yard shall be at the opposite end of the lot from the front yard.

Yard, side, means a yard extending from the interior (rear) line of the front yard to the rear lot line, except where it extends between the front yard and a special yard, a special yard and the rear yard, or two special yards.

Yard, special, means a yard behind any required yard adjacent to a street required to perform the same function as a side or rear yard, but adjacent to a lot line and so placed or oriented that neither the term "side yard" nor the term "rear yard" clearly applies. In such cases, the planning director shall require a yard with minimum dimensions as generally required for a side yard or rear yard in the district, determining which shall apply by the relation of the portion of the lot on which the yard is located to the adjoining lot or lots, with due regard to the orientation and location of structures and buildable areas thereon.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-030 was duly advertised in the St. Lucie News Tribune on Sunday, July 28, 2024 and Sunday, August 18, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 19, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____day of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Legislative Hearing - Ordinance 24-030 – Sec 123-3 Definitions

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 of the Code of Ordinances of the City of Fort Pierce and Chapter 166.041 of Florida State Statutes.

NOTICE BY NEWSPAPER: July 28th, 2024, **and,** August 18th, 2024.

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE: 

DATE: July 30th, 2024

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Text Amendment - Sec 125-3 Definitions

CAO RLS FILE: RLS 24-221

DATE: June 26, 2024

I have reviewed the above Request for Legal Services (RLS). This is a resubmitted RLS. The original RLS was RLS 24-51.

I have reviewed the updated Ordinance. I made suggested changes, mostly related to formatting issues and consistency with current Code formatting. Please note the major suggested change was the deletion of the definition for "day care center," as it appears you have incorporated it into the definition for the newly created "child care facility, child care center, or child day care center". If you disagree with this change, or any others, please let me know.

The suggested changes have been incorporated into a Clean Copy version of the Ordinance that has been uploaded to Agenda Quick for your review. The Clean Copy version is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/28/2024, 08/18/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/18/2024

Keegan Moran

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
AMENDMENT TO CHAPTER 125, ARTICLE 1, SECTION 125–3 DEFINITIONS GENERALLY

The City Commission will hold two PUBLIC HEARINGS on the proposed Ordinance, pursuant to Florida Statute 166.041 and City Code Section 125-37, on Monday, August 19, 2024 and Tuesday, September 3, 2024, at their meetings which begin at 5.05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

ORDINANCE 24-030 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 125, ARTICLE 1, SECTION 125–3 DEFINITIONS GENERALLY TO PROVIDE FOR ADDITIONAL DEFINITIONS AND CLARIFY OTHER DEFINITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance introduces additional definitions into the Planning section within Chapter 125 of the Code of Ordinances, which are needed to define terms not currently defined and to clarify others. In addition, the proposed amendment is also necessary in order to remove conflicts with State Statute and internal conflicts with the City's Code of Ordinances. The proposed amendment provides consistency with the City's Comprehensive Plan.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox,
City Clerk

Publish: 07-28-2024, 08-18-2024

TR-39041228

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 09/03/2024

Re: 24-031 Zoning Use Table - Code Amendment

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-031 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article IV - Basic Zoning Districts, Section 125-187 - Allowed Uses, to amend the use table and to require Innovative Community Development as a conditional use in certain zoning districts - SECOND READING.

SUMMARY:

The proposed amendment seeks to cure conflicts, add allowed uses in certain districts, and encourage innovative residential development. The revised code places emphasis on encouraging the supply of housing through the innovative community development process. It is intended that partner code amendments to section 125-243 - Innovative Community Developments will be moved forward to further aid the initiative.

Proposed changes relate to Home Occupations (permitted by State Statutes), Boardinghouses and Roominghouses (subject to partner code amendments to Definitions and Zoning Regulation), uses available to zoning districts close to or within downtown, and the allowance of Urban Farming (subject to partner code amendments to Definitions, and Family Entertainment Centers.

RECOMMENDATION:

Staff recommend APPROVAL of the text amendment to Sec. 125-187 of the City code of Ordinances.

ALTERNATIVES:

Approval with Modifications

OR

Disapproval

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Planning Board 4/8/2024.
City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025
OTHER INFORMATION:
No impact

Attachments

Staff Presentation
Draft Ordinance
Updated Ordinance
Public Notification Certification
City Attorney Memo
Affidavit of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/02/2024 09:25 AM

Form Started By: Kev Freeman
Started On: 07/29/2024 02:27 PM
Final Approval Date: 08/21/2024

CITY OF FORT PIERCE

CITY COMMISSION

AUGUST 19th, 2024

TEXT AMENDMENT
ALLOWED USES TABLE

1

SUMMARY

Approval of text amendments to City Code Sec. 125-187.

PROPOSED AMENDMENT

The proposed amendment seeks to cure conflicts, add allowed uses in certain districts, and encourage innovative residential development.

The revised code places emphasis on encouraging the supply of housing through the innovative community development process. It is intended that partner code amendments to section 125-243 - Innovative Community Developments will be moved forward to further aid the initiative.

2

PROPOSED AMENDMENTS

Other proposed changes relate to Home Occupations (permitted by State Statutes), Boardinghouses and Roominghouses (subject to partner code amendments to Definitions and Zoning Regulation), uses available to zoning districts close to or within downtown, and the allowance of Urban Farming (subject to partner code amendments to Definitions, and Family Entertainment Centers.

3

PROMOTING INNOVATIVE COMMUNITY DEVELOPMENTS

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R 4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I 1	I 2	I 3	O S1	O S2	A 1
-Detached House	P	P	P	P	P	P	P	P	~~C~~ I	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	~~C~~ I	-
-Duplex	-	-	-	-	I	~~C~~ I	P	P	~~C~~ I	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-
-Townhouse	-	-	-	-	-	~~C~~ I	P	P	P	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-
-Multi-Dwelling Building	-	-	-	-	-	~~C~~ I	P	P	P	~~C~~ I	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-

4

RECOMMENDATION

Staff recommend APPROVAL of the text amendment to Sec. 125-187 of the City code of Ordinances.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.
or
2. Recommend Disapproval.

ORDINANCE NO. 24-031

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–187 – ALLOWED USES TO AMEND THE USE TABLE AND TO CREATE INNOVATIVE COMMUNITY DEVELOPMENT WITHIN CERTAIN ZONING DISTRICTS**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125-187, "Allowed Uses", of the City of Fort Pierce Code of Ordinances governs the allowed uses in each zoning district in the City of Fort Pierce; and

WHEREAS, Section 125-187 of the Code of Ordinances has been amended from time to time since its enactment; and

WHERAS, the use table in Section 125-187 of the Code of Ordinances designates permitted, conditional, and prohibited uses within the zoning districts throughout the City of Fort Pierce; and

WHEREAS, an amendment to Section 125-187 of the Code of Ordinances is necessary to clarify uses, cure conflicts, add allowed uses in certain zoning districts in the City of Fort Pierce, and change allowed uses to permitted or conditional in certain zoning districts in the City of Fort Pierce; and

WHEREAS, an amendment to Section 125-187 of the Code of Ordinances amends the process to obtain permission of certain residential uses from a conditional use to an innovative community development as defined at Section 125-243 of the Code of Ordinances; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their April 8th, 2024, 2024, meeting, voted 7 to 0 to recommend approval of the request.

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

SECTION 1. Chapter 125, Article IV, Section 125-187 is hereby amended, so the same shall read as follows:

Sec. 125-187. Allowed uses.

(a) *Uses listed.* Uses listed are allowed in each zoning district in accordance with the use table.

(b) *Permitted uses.* Uses identified with a "P" in the use table are permitted in the subject zoning district provided that the uses will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(c) *Conditional uses.* Uses identified with a "C" in the use table are permitted in the subject zoning district, if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards and will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(d) *Innovative community development.* Uses identified with a "I" in the use table are permitted in the subject zoning district, if the city commission, after a public hearing, determines the proposal conforms to the standards for innovative community developments at section 125-243 of this code.

(~~d~~e) *Prohibited uses.* Uses identified with a "-" in the use table are expressly prohibited.

(~~e~~f) *Planned development zone (PD) and planned unit redevelopment zone (PUR).* Permitted and conditional uses are identified during the review for all proposed PD and PUR districts.

(~~f~~g) *Edgartown Settlement (ES) zoning district.* Permitted, conditional, and accessory uses shall be allowed in the ES district consistent with section 125-197.

(~~g~~h) *Use table.*

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R 4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I 1	I 2	I 3	O S 1	O S 2	A 1	A 2
RESIDENTIAL																							
Household Living																							
-Detached House	P	P	P	P	P	P	P	P	~~C~~ I	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	~~C~~ I	-	-
-Duplex	-	-	-	-	I	~~C~~ I	P	P	~~C~~ I	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-	-
-Townhouse	-	-	-	-	-	~~C~~ I	P	P	P	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-	-
-Multi-Dwelling Building	-	-	-	-	-	~~C~~ I	P	P	P	~~C~~ I	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-
-Mobile or Manufactured Home	-	-	-	-	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Manufactured Home Park or Subdivision	-	-	-	-	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Mobile Home Park	-	-	-	-	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Mixed-Use Building or Development	-	-	-	-	-	-	~~C~~ I	C	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-

Home Occupations ~~(per requirements of Section 125-318)~~	P	P	P	P	P	P	P	P	P	P	P	P	~~C~~ - P	P	-	-	-	-	-	-	P	-	-
Group Living (except as noted below)	-	-	-	-	C	C	C	C	C	C	-	C	C	C	-	-	-	-	-	-	-	-	-
-Community Residential Home, Type 1 (1-6 residents)	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Community Residential Home, Type 2 (7-14 residents)	-	-	-	-	-	-	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
-Dormitories, Fraternity and Sorority Houses	-	-	-	-	-	C	C	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Boardinghouse or Roominghouse	-	-	-	-	-	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-	-	-	-
PUBLIC AND CIVIC																							
Community/Cultural (except as noted below)	-	-	-	-	C	C	C	C	C	C	C	P	P	C	C	C	-	-	-	C	-	-	-
-Community Center	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
-Fraternal Organization/Lodge	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
-Library or Cultural Exhibit	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
-Environmental Research and Education Facilities	-	-	-	-	-	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Day Care	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Adult Day Care Center	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Day Care Center	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Child Care Facility	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Family Day Care Home	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Educational Facilities																							
-College or University	-	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-
-Elementary, Middle or High School	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-	-	-	-
-Marine Research/Education Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-
Government Facilities (except as noted below)	-	-	-	-	-	-	-	-	-	C	C	P	P	C	-	C	-	-	-	-	-	C	C
-Post Office	-	-	-	-	-	-	-	-	-	C	C	P	P	-	-	C	-	-	-	-	-	-	-
-Safety Service	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	-	-	C	C

Medical Facilities (except as noted below)	-	-	-	-	C	C	C	-	C	C	-	C	-	C	-	-	-	-	-	-	-	-	-
-Hospital	-	-	-	-	C	C	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
-Nursing Home	-	-	-	-	C	C	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
Park and Open Space (except as noted below)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	-
-Cemetery/Columbarium/Mausoleum	C	C	C	C	C	C	-	-	C	C	C	C	-	-	-	-	-	-	-	C	-	-	-
-Country Club/Golf Course	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	C	-	-	-
-Game and Wildlife Management Preserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-
-Water Dependent Recreation Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C
Passenger Terminal																							
-Airport/Heliport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
-Rail/Bus Terminal and Passenger Transit Stations	-	-	-	-	-	-	-	-	-	~~C~~ - P	~~C~~ P	~~C~~ P	~~C~~ - P	- P	~~C~~ - P	~~C~~ - P	~~C~~ - P	~~C~~ - P	~~C~~ - P	-	-	-	-
-Bus Shelter	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-
-Taxi Terminal	-	-	-	-	-	-	-	-	-	C	C	C	C	-	C	C	C	C	C	-	-	-	-
Religious Institution	C	C	C	C	C	C	C	C	C	C	C	P	P	C	-	C	-	-	-	-	-	-	-
Social Service Institution (except as noted below)	-	-	-	-	-	-	-	-	-	C	-	C	C	-	-	-	C	C	-	-	-	-	-
-Halfway Houses	-	-	-	-	-	C	C	C	C	C	-	C	C	-	-	-	C	-	-	-	-	-	-
Utilities																							
-Minor, other	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	C	C	C	C
-Major	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	P	C	C	C	C
-Utility Cabinets, Above Ground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	C	C
COMMERCIAL																							
Eating and Drinking Establishments																							
-Brew Pub	-	-	-	-	-	-	-	-	C	P	P	P	P	P	P	C	C	C	-	-	-	-	-
-Coffee Shop	-	-	-	-	-	-	C	-	C	P	P	P	P	P	P	C	C	C	-	-	-	-	-
-Neighborhood Bistro	-	-	-	-	-	-	-	-	C	P	P	P	P	P	P	C	C	C	-	-	-	-	-
-Neighborhood Cafe	-	-	-	-	-	-	-	-	~~C~~ P	P	P	P	P	P	P	C	C	C	-	-	-	-	-
-Restaurants, Fast Food	-	-	-	-	-	-	-	-	C	C -	-	P	P	P	P	C	C	C	-	-	-	-	-
-Restaurant and Bar	-	-	-	-	-	-	-	-	C	~~C~~ P	C	P	P	P	P	C	C	C	-	C	-	-	C

-Wine/Cigar Bar	-	-	-	-	-	-	-	-	C	C	C	P	P	P	P	C	C	C	-	-	-	-	-
Entertainment, Indoor (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	C	-	-	-
-Adult Establishment	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
-Arcade Amusement Center/Amusement Arcade	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-
-Family Entertainment Center	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
-Bar or Nightclub	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
-Theater	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Entertainment, Outdoor (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	P	-	-	-	-	-	C	-	-	-
-Batting Cages, Driving Ranges	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
-Stables or Equestrian Facilities	C	C	C	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-	-	-	-
-Stadium or Arena	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C	-	C	C	-	-	-	-	-
Marine-Related Commercial (except as noted below)	-	-	-	-	-	-	-	-	-	C	-	P	P	C	P	-	-	C	-	C	-	-	C
-Boat and Marine Equipment Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	P	-	-	C	-	-	-	-	-
-Marina/Boat Livery	-	-	-	-	-	-	-	-	-	C	-	C	C	C	C	-	-	P	-	C	-	-	C
Office																							
-Administrative, Professional, General, Medical Office	-	-	-	-	-	-	C	C	C	P	P	P	P	P	P	P	C	C	-	-	-	-	-
-Day Labor Employment Agency	-	-	-	-	-	-	-	-	-	P	C	P	P	-	-	P	-	-	-	-	-	-	-
-Medical and Dental Clinic	-	-	-	-	-	-	-	-	-	P	C	P	P	C	-	P	-	C	-	-	-	-	-
-Television and Radio Studios	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	C	-	-	-	-	-
Overnight Accommodations																							
-Bed and Breakfast	-	-	-	-	-	-	C	C	C	C	P	P	P	P	-	-	-	-	-	-	-	-	-
-Dwelling Rental	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
-Hotel/Motel	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	C	-	-	-	-	-	-	-
-Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-
-Resort Hotel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-
Parking, Commercial	-	-	-	-	-	-	-	C	-	C	C	P	C	C	-	C	-	C	-	-	-	-	-
Retail Sales and Service, Sales-Oriented (except as noted below)	-	-	-	-	-	-	-	-	-	C	P	P	P	P	C	C	-	-	-	-	-	-	-

-Art Gallery	-	-	-	-	-	-	-	-	-	~~C~~ P	~~C~~ P	P	P	P	-	C	-	-	-	-	-	-	-
-Farmers Market or Farm Stand	P	-	-	-	-	-	-	-	-	C	C	P	P	P	-	C	P	-	-	-	-	-	-
- Flea Market (no accessory uses permitted)	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-	-	-
-Grocery or Liquor Store	-	-	-	-	-	-	C	-	C	-	P	P	P	C	-	C	-	-	-	-	-	-	-
-Neighborhood Commercial Sale	-	-	-	-	C	C	P	P	P	-	P	P	P	C	-	C	-	-	-	-	-	-	-
-Office Supplies and Electronics	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
-Pet Stores	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
Retail Sales and Service, Personal-Service Oriented (except as noted below)	-	-	-	-	-	-	-	-	-	C	C	P	P	P	-	C	-	-	-	-	-	-	-
-Art Studio	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	C	-	-	-	-	-	-	-
-Animal Care Facilities & Service	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	C	-	-	-	-	-	-	-
-Animal Grooming Services	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	C	-	-	-	-	-	-	-
-Check Cashing/Loan Service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
-Educational Service Establishments	-	-	-	-	-	-	-	-	C	C	P	P	P	C	P	P	P	C	C	-	-	-	-
-Laundry and Dry Cleaners Pick-Up	-	-	-	-	-	-	C	C	C	C	P	P	P	P	-	C	-	-	-	-	-	-	-
-Laundromat	-	-	-	-	-	-	C	C	C	C	P	P	P	C	-	C	-	-	-	-	-	-	-
-Mortuaries or Funeral Homes	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	C	-	-	-	-	-	-	-
-Neighborhood Commercial Services	-	-	-	-	C	C	P	P	P	P	P	P	P	P	-	C	-	-	-	-	-	-	-
-Pawn Shop	-	-	-	-	-	-	-	-	-	-	-	P	P	C	-	C	-	-	-	-	-	-	-
-Personal Improvement Service	-	-	-	-	-	-	C	C	C	P	P	P	P	P	-	C	-	-	-	-	-	-	-
-Veterinary (Without Outdoor Runs)	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
Retail Sales and Service, Repair-Oriented	-	-	-	-	-	-	-	P	-	C	-	P	P	P	-	P	-	-	-	-	-	-	-
Self-Service Storage	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C	-	P	-	P	-	-	-	-
Vehicle Sales and Service																							
-Automobile Rentals	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	-
-Automobile Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	-
-Boat Rentals	-	-	-	-	-	-	-	-	-	-	-	P	C	P	C	C	P	-	P	-	-	C	P

-Boat Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	P
-Fueling Station	-	-	-	-	-	-	-	-	-	C	C	P	C	C	-	C	-	P	-	-	-	-	-
-Travel Plaza	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-	-	-	-	-	-	-
-Truck Stop	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-	-	-	-	-	-	-
-Vehicle Repair, General	-	-	-	-	-	-	-	-	-	-	C	P	C	-	-	C	P	-	-	-	-	-	-
-Vehicle Repair, Limited	-	-	-	-	-	-	-	-	-	-	C	P	C	-	-	P	P	-	-	-	-	-	-
-Marine-Related Repair	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-	P	P	-	-	-	-	-
-Vehicle Storage	-	-	-	-	-	-	-	-	-	-	-	C	-	-	C	-	P	C	P	-	-	-	-
INDUSTRIAL																							
Artisan	-	-	-	-	-	-	-	-	-	-	C	P	C	-	-	P	P	-	P	-	-	-	-
-Cabinet Shops, Woodworking	-	-	-	-	-	-	-	-	-	-	-	P	C	-	C	P	P	-	P	-	-	-	-
Light Industrial Service (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	-	P	-	-	-	-
-Catering Facility, Large-Scale	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	P	-	-	-	-
-Crematorium	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-
-Building Maintenance Facilities And Services	-	-	-	-	-	-	-	-	-	-	-	C	-	-	C	-	-	-	-	-	-	-	-
- Contractors/Others Performing Services Off-Site	-	-	-	-	-	-	-	-	-	-	C	P	-	-	-	P	P	-	P	-	-	-	-
-Microbrewery	-	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	-	-	-	-	-	-	-
-Research Service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	P	P	P	P	-	-	-	-
Marine-Related Industrial	-	-	-	-	-	-	-	-	-	-	-	C	-	-	P	-	P	P	P	-	-	-	P
Warehouse and Freight (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	C	P	-	-	-	-
-Parcel Service	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	C	P	-	-	-	-
Waste-Related Use (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
-Solid Waste Separation, Transfer Station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
-Recycling Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	-	-	-	-
-Wrecking or Salvage Yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
Wholesale Trade	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	P	P	-	-	-	-
Heavy Industrial (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-

-Heavy Equipment Sales and Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	-	-	-	-
-Service of Heavy Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	-	-	-	-
-Processing of Food and Related Products	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	-
OTHER																							
Aquaculture Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	C	-	-	C	C
Community Gardens – Urban Farming	P	P	P	P	P	P	P	P	P	~~C~~ P	~~C~~ P	~~C~~ P	~~C~~ P	~~C~~ P	~~C~~ P	C	C	C	C	C	C	-	-
Dock/Moorage Facility (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C
-Docks for Single Family Homes	P	P	P	P	P	P	P	P	P	P	P	-	P	-	-	-	-	-	-	-	P	P	P
-Docks for Single Family Homes on canals within Surfside or Jennings Cove	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C
Navigational Aids	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Telecommunication Facility																							
-Antenna Support Structure	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
-Antenna (on existing structure)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-031 was duly advertised in in the St. Lucie News Tribune on Sunday, July 28, 2024 and Sunday, August 18, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 19, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

CITY CLERK

(CITY SEAL)

ORDINANCE NO. 24-031

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–187 – ALLOWED USES TO AMEND THE USE TABLE AND TO CREATE INNOVATIVE COMMUNITY DEVELOPMENT WITHIN CERTAIN ZONING DISTRICTS**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125-187, "Allowed Uses", of the City of Fort Pierce Code of Ordinances governs the allowed uses in each zoning district in the City of Fort Pierce; and

WHEREAS, Section 125-187 of the Code of Ordinances has been amended from time to time since its enactment; and

WHERAS, the use table in Section 125-187 of the Code of Ordinances designates permitted, conditional, and prohibited uses within the zoning districts throughout the City of Fort Pierce; and

WHEREAS, an amendment to Section 125-187 of the Code of Ordinances is necessary to clarify uses, cure conflicts, add allowed uses in certain zoning districts in the City of Fort Pierce, and change allowed uses to permitted or conditional in certain zoning districts in the City of Fort Pierce; and

WHEREAS, an amendment to Section 125-187 of the Code of Ordinances amends the process to obtain permission of certain residential uses from a conditional use to an innovative community development as defined at Section 125-243 of the Code of Ordinances; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their April 8th, 2024, 2024, meeting, voted 7 to 0 to recommend approval of the request.

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

SECTION 1. Chapter 125, Article IV, Section 125-187 is hereby amended, so the same shall read as follows:

Sec. 125-187. Allowed uses.

(a) *Uses listed.* Uses listed are allowed in each zoning district in accordance with the use table.

(b) *Permitted uses.* Uses identified with a "P" in the use table are permitted in the subject zoning district provided that the uses will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(c) *Conditional uses.* Uses identified with a "C" in the use table are permitted in the subject zoning district, if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards and will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(d) *Innovative community development.* Uses identified with a "I" in the use table are permitted in the subject zoning district, if the city commission, after a public hearing, determines the proposal conforms to the standards for innovative community developments at section 125-243 of this code.

(~~d~~e) *Prohibited uses.* Uses identified with a "-" in the use table are expressly prohibited.

(~~e~~f) *Planned development zone (PD) and planned unit redevelopment zone (PUR).* Permitted and conditional uses are identified during the review for all proposed PD and PUR districts.

(~~f~~g) *Edgartown Settlement (ES) zoning district.* Permitted, conditional, and accessory uses shall be allowed in the ES district consistent with section 125-197.

(~~g~~h) *Use table.*

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R 4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I 1	I 2	I 3	O S 1	O S 2	A 1	A 2
RESIDENTIAL																							
Household Living																							
-Detached House	P	P	P	P	P	P	P	P	~~C~~ I	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	~~C~~ I	-	-
-Duplex	-	-	-	-	I	~~C~~ I	P	P	~~C~~ I	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-	-
-Townhouse	-	-	-	-	-	~~C~~ I	P	P	P	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-	-
-Multi-Dwelling Building	-	-	-	-	-	~~C~~ I	P	P	P	~~C~~ I	~~C~~ I	~~C~~ I	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-
-Mobile or Manufactured Home	-	-	-	-	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Manufactured Home Park or Subdivision	-	-	-	-	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Mobile Home Park	-	-	-	-	-	~~C~~ I	~~C~~ I	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Mixed-Use Building or Development	-	-	-	-	-	-	~~C~~ I	C	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-

Home Occupations ~~(per requirements of Section 125-318)~~	P	P	P	P	P	P	P	P	P	P	P	P	~~C~~ - P	P	-	-	-	-	-	-	P	-	-
Group Living (except as noted below)	-	-	-	-	C	C	C	C	C	C	-	C	C	C	-	-	-	-	-	-	-	-	-
-Community Residential Home, Type 1 (1-6 residents)	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Community Residential Home, Type 2 (7-14 residents)	-	-	-	-	-	-	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
-Dormitories, Fraternity and Sorority Houses	-	-	-	-	-	C	C	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Boardinghouse or Roominghouse	-	-	-	-	-	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-	-	-	-
PUBLIC AND CIVIC																							
Community/Cultural (except as noted below)	-	-	-	-	C	C	C	C	C	C	C	P	P	C	C	C	-	-	-	C	-	-	-
-Community Center	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
-Fraternal Organization/Lodge	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
-Library or Cultural Exhibit	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
-Environmental Research and Education Facilities	-	-	-	-	-	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Day Care	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Adult Day Care Center	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Day Care Center	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Child Care Facility	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
-Family Day Care Home	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Educational Facilities																							
-College or University	-	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-
-Elementary, Middle or High School	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-	-	-	-
-Marine Research/Education Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-
Government Facilities (except as noted below)	-	-	-	-	-	-	-	-	-	C	C	P	P	C	-	C	-	-	-	-	-	C	C
-Post Office	-	-	-	-	-	-	-	-	-	C	C	P	P	-	-	C	-	-	-	-	-	-	-
-Safety Service	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	-	-	C	C

Medical Facilities (except as noted below)	-	-	-	-	C	C	C	-	C	C	-	C	-	C	-	-	-	-	-	-	-	-	-
-Hospital	-	-	-	-	C	C	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
-Nursing Home	-	-	-	-	C	C	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
Park and Open Space (except as noted below)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	-
-Cemetery/Columbarium/Mausoleum	C	C	C	C	C	C	-	-	C	C	C	C	-	-	-	-	-	-	-	C	-	-	-
-Country Club/Golf Course	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	C	-	-	-
-Game and Wildlife Management Preserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-
-Water Dependent Recreation Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C
Passenger Terminal																							
-Airport/Heliport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
-Rail/Bus Terminal and Passenger Transit Stations	-	-	-	-	-	-	-	-	-	~~C~~ - P	~~C~~ P	~~C~~ P	~~C~~ - P	- P	~~C~~ - P	~~C~~ - P	~~C~~ - P	~~C~~ - P	~~C~~ - P	-	-	-	-
-Bus Shelter	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-
-Taxi Terminal	-	-	-	-	-	-	-	-	-	C	C	C	C	-	C	C	C	C	C	-	-	-	-
Religious Institution	C	C	C	C	C	C	C	C	C	C	C	P	P	C	-	C	-	-	-	-	-	-	-
Social Service Institution (except as noted below)	-	-	-	-	-	-	-	-	-	C	-	C	C	-	-	-	C	C	-	-	-	-	-
-Halfway Houses	-	-	-	-	-	C	C	C	C	C	-	C	C	-	-	-	C	-	-	-	-	-	-
Utilities																							
-Minor, other	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	C	C	C	C
-Major	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	P	C	C	C	C
-Utility Cabinets, Above Ground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	C	C
COMMERCIAL																							
Eating and Drinking Establishments																							
-Brew Pub	-	-	-	-	-	-	-	-	C	P	P	P	P	P	P	C	C	C	-	-	-	-	-
-Coffee Shop	-	-	-	-	-	-	C	-	C	P	P	P	P	P	P	C	C	C	-	-	-	-	-
-Neighborhood Bistro	-	-	-	-	-	-	-	-	C	P	P	P	P	P	P	C	C	C	-	-	-	-	-
-Neighborhood Cafe	-	-	-	-	-	-	-	-	~~C~~ P	P	P	P	P	P	P	C	C	C	-	-	-	-	-
-Restaurants, Fast Food	-	-	-	-	-	-	-	-	C	C -	-	P	P	P	P	C	C	C	-	-	-	-	-
-Restaurant and Bar	-	-	-	-	-	-	-	-	C	~~C~~ P	C	P	P	P	P	C	C	C	-	C	-	-	C

-Wine/Cigar Bar	-	-	-	-	-	-	-	-	C	C	C	P	P	P	P	C	C	C	-	-	-	-	-
Entertainment, Indoor (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	C	-	-	-
-Adult Establishment	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
-Arcade Amusement Center/Amusement Arcade	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-
-Family Entertainment Center	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
-Bar or Nightclub	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
-Theater	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Entertainment, Outdoor (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	P	-	-	-	-	-	C	-	-	-
-Batting Cages, Driving Ranges	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
-Stables or Equestrian Facilities	C	C	C	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-	-	-	-
-Stadium or Arena	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C	-	C	C	-	-	-	-	-
Marine-Related Commercial (except as noted below)	-	-	-	-	-	-	-	-	-	C	-	P	P	C	P	-	-	C	-	C	-	-	C
-Boat and Marine Equipment Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	P	-	-	C	-	-	-	-	-
-Marina/Boat Livery	-	-	-	-	-	-	-	-	-	C	-	C	C	C	C	-	-	P	-	C	-	-	C
Office																							
-Administrative, Professional, General, Medical Office	-	-	-	-	-	-	C	C	C	P	P	P	P	P	P	P	C	C	-	-	-	-	-
-Day Labor Employment Agency	-	-	-	-	-	-	-	-	-	P	C	P	P	-	-	P	-	-	-	-	-	-	-
-Medical and Dental Clinic	-	-	-	-	-	-	-	-	-	P	C	P	P	C	-	P	-	C	-	-	-	-	-
-Television and Radio Studios	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	C	-	-	-	-	-
Overnight Accommodations																							
-Bed and Breakfast	-	-	-	-	-	-	C	C	C	C	P	P	P	P	-	-	-	-	-	-	-	-	-
-Dwelling Rental	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
-Hotel/Motel	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	C	-	-	-	-	-	-	-
-Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-
-Resort Hotel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-
Parking, Commercial	-	-	-	-	-	-	-	C	-	C	C	P	C	C	-	C	-	C	-	-	-	-	-
Retail Sales and Service, Sales-Oriented (except as noted below)	-	-	-	-	-	-	-	-	-	C	P	P	P	P	C	C	-	-	-	-	-	-	-

-Art Gallery	-	-	-	-	-	-	-	-	-	~~C~~ P	~~C~~ P	P	P	P	-	C	-	-	-	-	-	-	-
-Farmers Market or Farm Stand	P	-	-	-	-	-	-	-	-	C	C	P	P	P	-	C	P	-	-	-	-	-	-
- Flea Market (no accessory uses permitted)	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-	-	-
-Grocery or Liquor Store	-	-	-	-	-	-	C	-	C	-	P	P	P	C	-	C	-	-	-	-	-	-	-
-Neighborhood Commercial Sale	-	-	-	-	C	C	P	P	P	-	P	P	P	C	-	C	-	-	-	-	-	-	-
-Office Supplies and Electronics	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
-Pet Stores	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
Retail Sales and Service, Personal-Service Oriented (except as noted below)	-	-	-	-	-	-	-	-	-	C	C	P	P	P	-	C	-	-	-	-	-	-	-
-Art Studio	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	C	-	-	-	-	-	-	-
-Animal Care Facilities & Service	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	C	-	-	-	-	-	-	-
-Animal Grooming Services	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	C	-	-	-	-	-	-	-
-Check Cashing/Loan Service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
-Educational Service Establishments	-	-	-	-	-	-	-	-	C	C	P	P	P	C	P	P	P	C	C	-	-	-	-
-Laundry and Dry Cleaners Pick-Up	-	-	-	-	-	-	C	C	C	C	P	P	P	P	-	C	-	-	-	-	-	-	-
-Laundromat	-	-	-	-	-	-	C	C	C	C	P	P	P	C	-	C	-	-	-	-	-	-	-
-Mortuaries or Funeral Homes	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	C	-	-	-	-	-	-	-
-Neighborhood Commercial Services	-	-	-	-	C	C	P	P	P	P	P	P	P	P	-	C	-	-	-	-	-	-	-
-Pawn Shop	-	-	-	-	-	-	-	-	-	-	-	P	P	C	-	C	-	-	-	-	-	-	-
-Personal Improvement Service	-	-	-	-	-	-	C	C	C	P	P	P	P	P	-	C	-	-	-	-	-	-	-
-Veterinary (Without Outdoor Runs)	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
Retail Sales and Service, Repair-Oriented	-	-	-	-	-	-	-	P	-	C	-	P	P	P	-	P	-	-	-	-	-	-	-
Self-Service Storage	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C	-	P	-	P	-	-	-	-
Vehicle Sales and Service																							
-Automobile Rentals	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	-
-Automobile Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	-
-Boat Rentals	-	-	-	-	-	-	-	-	-	-	-	P	C	P	C	C	P	-	P	-	-	C	P

-Boat Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	P
-Fueling Station	-	-	-	-	-	-	-	-	-	C	C	P	C	C	-	C	-	P	-	-	-	-	-
-Travel Plaza	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-	-	-	-	-	-	-
-Truck Stop	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-	-	-	-	-	-	-
-Vehicle Repair, General	-	-	-	-	-	-	-	-	-	-	C	P	C	-	-	C	P	-	-	-	-	-	-
-Vehicle Repair, Limited	-	-	-	-	-	-	-	-	-	-	C	P	C	-	-	P	P	-	-	-	-	-	-
-Marine-Related Repair	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-	P	P	-	-	-	-	-
-Vehicle Storage	-	-	-	-	-	-	-	-	-	-	-	C	-	-	C	-	P	C	P	-	-	-	-
INDUSTRIAL																							
Artisan	-	-	-	-	-	-	-	-	-	-	C	P	C	-	-	P	P	-	P	-	-	-	-
-Cabinet Shops, Woodworking	-	-	-	-	-	-	-	-	-	-	-	P	C	-	C	P	P	-	P	-	-	-	-
Light Industrial Service (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	-	P	-	-	-	-
-Catering Facility, Large-Scale	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	P	-	-	-	-
-Crematorium	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-
-Building Maintenance Facilities And Services	-	-	-	-	-	-	-	-	-	-	-	C	-	-	C	-	-	-	-	-	-	-	-
- Contractors/Others Performing Services Off-Site	-	-	-	-	-	-	-	-	-	-	C	P	-	-	-	P	P	-	P	-	-	-	-
-Microbrewery	-	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	-	-	-	-	-	-	-
-Research Service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	P	P	P	P	-	-	-	-
Marine-Related Industrial	-	-	-	-	-	-	-	-	-	-	-	C	-	-	P	-	P	P	P	-	-	-	P
Warehouse and Freight (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	C	P	-	-	-	-
-Parcel Service	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	C	P	-	-	-	-
Waste-Related Use (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
-Solid Waste Separation, Transfer Station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
-Recycling Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	-	-	-	-
-Wrecking or Salvage Yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
Wholesale Trade	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	P	P	-	-	-	-
Heavy Industrial (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-

-Heavy Equipment Sales and Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	-	-	-	-
-Service of Heavy Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	-	-	-	-
-Processing of Food and Related Products	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	-
OTHER																							
Aquaculture Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	C	-	-	C	C
Community Gardens – Urban Farming	P	P	P	P	P	P	P	P	P	~~C~~ P	~~C~~ P	~~C~~ P	~~C~~ P	~~C~~ P	~~C~~ P	C	C	C	C	C	C	-	-
Dock/Moorage Facility (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C
-Docks for Single Family Homes	P	P	P	P	P	P	P	P	P	P	P	-	P	-	-	-	-	-	-	-	P	P	P
-Docks for Single Family Homes on canals within Surfside or Jennings Cove	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C
Navigational Aids	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Telecommunication Facility																							
-Antenna Support Structure	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
-Antenna (on existing structure)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-031 was duly advertised in in the St. Lucie News Tribune on Sunday, July 28, 2024 and Sunday, August 18, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 19, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Legislative Hearing - Ordinance 24-031 – Zoning Table

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 of the Code of Ordinances of the City of Fort Pierce and Chapter 166.041 of Florida State Statutes.

NOTICE BY NEWSPAPER: July 28th, 2024, **and,** August 18th, 2024.

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE: 

DATE: July 30th, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: TEXT AMENDMENT TO 125-187 USE TABLE

CAO RLS FILE: RLS 24-85

DATE: APRIL 29, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance and made comments on the Ordinance. Such is uploaded in a Track Changes format. Please review for incorporation into the Ordinance and resubmit in final form for approval as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/28/2024, 08/18/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/18/2024

Keegan Moran
Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE AMENDMENT TO CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–187 – ALLOWED USES

The City Commission will hold two PUBLIC HEARINGS on the proposed Ordinance, pursuant to Florida Statute 166.041 and City Code Section 125-37, on Monday, August 19, 2024 and Tuesday, September 3, 2024, at their meetings which begin at 5.05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

ORDINANCE 24-031 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–187 – ALLOWED USES; TO AMEND THE USE TABLE AND TO CREATE INNOVATIVE COMMUNITY DEVELOPMENT WITHIN CERTAIN ZONING DISTRICTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance clarify uses, cure conflicts, add allowed uses in certain zoning districts. In addition, the amendment changes the requirement to obtain permission for certain residential uses from a conditional use to an innovative community development application as defined at Section 125-243 of the Code of Ordinances.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox,
City Clerk

Publish: 07-28-2024, 08-18-2024

TR-39941288

City Commission Regular Meeting - 5:05 pm **13. c.**

Meeting Date: 09/03/2024

Re: 24-032 Innovative Development - Code Amendment

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance 24-032 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article V - Conditional Uses, Section 125-243 - Innovative Residential Developments, to revise the title to 'Innovative Community Developments', and to provide updates to the purpose, general standards for approval, potential uses, minimum lot size, residential densities, development standards, common open space and compatibility. - SECOND READING.

SUMMARY:

This item proposes the amendment of the existing city code to introduce the concept of Innovative Community Development to create an opportunity for the development of small homes and enable the location of accessory dwelling units on such lots. As such, the proposed code places emphasis on encouraging the supply of housing designed to respect the character, rhythm and architecture of the community through an innovative community development process.
The proposed code change sets out to achieve the following in compliance with the City's Comprehensive Plan:
1. Allow 'Innovative Community Development'.
2. Promote innovation and creativity in site design.
3. Promote the use of small residential and commercial zoned lots.
4. Promote mixed-use.
5. Allow 'meantime' uses.

Applications submitted
under the 'Innovative Residential Development' code will follow the 'Conditional Use Process'.

Proposals will be considered by the Planning Board then forwarded to the City Commission with a recommendation of approval or denial.

RECOMMENDATION:

Staff recommends APPROVAL of the proposed Zoning Text Amendment to Sec. 125-243 - Innovative Community Developments

ALTERNATIVES:

Approval with modification.

OR

Denial

RESPONSIBLE STAFF:
Kev Freeman, Planning Director.

COORDINATED WITH:
Technical Review Committee
Affordable Housing Committee
Planning Board
City Attorney

Fiscal Impact

Budgeted Y/N: N
OTHER INFORMATION:
No Impact

Attachments

Staff Presentation-Report
Draft Ordinance
Updated Ordinance
Public Notification Certification
Legal Memo
Affidavit of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/02/2024 09:24 AM

Form Started By: Kev Freeman
Started On: 07/29/2024 02:28 PM
Final Approval Date: 08/21/2024

CITY OF FORT PIERCE

City Commission

AUGUST 19th, 2024

TEXT AMENDMENT
INNOVATIVE COMMUNITY DEVELOPMENT

SUMMARY

Approval of text amendments to City Code Sec. 125-243.

PROPOSED AMENDMENT

The proposed amendment seeks to encourage innovative affordable residential and mixed-use development on small lots.

The revised code places emphasis on encouraging the supply of housing designed to respect the character, rhythm and architecture of the community through an innovative community development process.

COMPREHENSIVE PLAN

Objectives and Policies within the City's Comprehensive Plan support Affordable Residential Development.

1.1.7 Policy: The City will allow a density bonus of 5 dwelling units per acre above the maximum permitted density for developments located within ¼ mile of a rail station, multimodal transit center, or transit stop.

1.1.8 Policy: The City will allow an additional market rate unit per affordable housing unit, up to a maximum of 40 units. Affordable housing developments must meet the following criteria:

A. Located within ¼ mile of a rail station, multimodal transit center, or transit stop;
B. Meet the definition of affordable housing as defined by the median income of the City of Fort Pierce;
C. Affordable housing developments shall include a variety of housing types.

COMPREHENSIVE PLAN

Objectives and Policies within the City's Comprehensive Plan support Innovative and Affordable Residential and Mixed-Use Development.

1.2 Objective: The City shall use innovative Land Development Regulations to encourage flexibility in development to support compact, mixed-uses compatible with the local context and character. These regulations shall include transit-oriented development, transfer of development rights, density bonuses, planned unit developments and other mixed land use development provisions, where appropriate.

1.8.6 Policy
The City shall develop administrative procedures that modify development requirements and streamline development approval procedures for projects with the following:

- Affordable housing;
- Mixed use projects with residential;
- Adaptive reuse of historic structures;
- Brownfield site redevelopment.

COMPREHENSIVE PLAN

Objectives and Policies within the City's Comprehensive Plan support Innovative and Affordable Residential and Mixed-Use Development.

6.1.6 Policy: The City shall promote a variety of housing sizes, types, and price points through its future land use classifications and zoning districts to meet the needs of all population groups including school-age groups, working-age groups, and retirement-age groups.

6.1.8 Policy: The Land Development Code shall be updated to identify methods to streamline the development process and reduce the costs associated with the development of affordable housing.

6.4.5 Policy: The City shall allow the development of accessory dwelling units in all low and medium density zoning districts to increase the availability of affordable housing within existing residential neighborhoods.

AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC) INCENTIVE STRATEGIES

The Affordable Housing Advisory Committee (AHAC) presented recommendations regarding various incentive strategies to the City Commission on January 16th, 2024.

The proposed Innovative Community Development code supports elements of the accepted AHAC recommendations.

- Permit Accessory Dwelling Units in certain zoning districts.
- Flexible Lot configuration.
- Flexible Density for Affordable Housing.
- Support for appropriately located Mixed-Use development.

PROPOSED AMENDMENTS

The proposed amendments have been presented to the Affordable Housing Advisory Committee for information and review on June 6th, 2024, and August 1, 2024.

SUMMARY CODE AMENDMENTS

- Single-family dwellings and townhomes, with or without Accessory Dwelling Units.
- Duplexes, quadplexes, triplexes, and multifamily housing developments, when permitted in the zone
- Nonresidential uses permitted in the Future Land Use when these uses will provide a suitable mixed-use living environment for residents of the innovative community development.
- Meantime Uses permitted in the Future Land Use, including performances, art exhibitions, and hobbyist gatherings, as well as transient commercial activities such as markets or food sales that are held a single time or regularly.

SUMMARY CODE AMENDMENTS

Minimum lot size. Minimum lot size and lot area are determined by the maximum density authorized in the comprehensive plan.

Residential densities. Maximum densities will not exceed the density allocated within the city's comprehensive plan for the underlying Future Land Use.

Area, width, depth, yard, and lot coverage requirements for lots in an innovative community development shall be determined by the city commission based on, but not limited to, the DEVELOPMENT STANDARDS

SUMMARY CODE AMENDMENTS – DEVELOPMENT REVIEW STANDARDS

- Compatibility with the surrounding development.
- Constraints of existing physical features.
- Availability of utilities.
- Transportation capacity and linkages.
- Enhanced landscaping, streetscape, open spaces, and recreation areas.
- Creative site design, such as, but not limited to, visual focal points, variation in building setbacks and use of existing site features.
- Architectural styles, building materials and variation of building types.
- Character of the proposed development within the street scene.
- Economic resilience - Workforce, multi-generational, and affordable housing.
- Increased storm water percolation, use, cleaning, and/or sequestration.
- Energy sustainability and cost management.
- Passive heating and cooling techniques.
- Proximity to neighbors (light, ventilation, privacy).

RECOMMENDATION

Staff recommends APPROVAL of the proposed Zoning Text Amendment to Sec. 125-243 - Innovative Community Developments.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

ORDINANCE NO. 24-032

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE V – CONDITIONAL USES, SECTION 125-243 – INNOVATIVE RESIDENTIAL DEVELOPMENTS** TO REVISE THE TITLE TO **INNOVATIVE COMMUNITY DEVELOPMENT**; TO PROVIDE FOR UPDATES TO THE PURPOSE, GENERAL STANDARDS FOR APPROVAL, POTENTIAL USES, MINIMUM LOT SIZE, RESIDENTIAL DENSITIES, DEVELOPMENT STANDARDS, COMMON OPEN SPACE, AND COMPATIBILITY; AND TO INCORPORATE TITLE CHANGE THROUGHOUT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125-243 – Innovative Residential Developments, is amended to read Innovative Community Development; and

WHEREAS, Section 125-243 is further revised to simplify and encourage imaginative and flexible residential and mixed-use development; and

WHEREAS, the proposed code changes were presented to the City of Fort Pierce Affordable Housing Advisory Committee, and at their August 1, 2024, meeting, voted unanimously in support of the code changes; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their August 12, 2024, meeting, voted 6 to 0 to recommend approval of the request.

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

SECTION 1. Chapter 125, Article V Conditional Uses, Sec. 125-243 - Innovative Residential Developments is hereby amended, so the same shall read as follows:

Sec. 125-243. Innovative community ~~residential~~ development.

(a) *Purpose.* Innovative community ~~residential~~ developments are primarily ~~developments which achieve a more~~ creative and imaginative housing, mixed-use and community-oriented development. Innovation is achieved by use of material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, economic sustainability and by employing methods to achieve distinctiveness and excellence in siting, design, pedestrian accessibility, and landscaping. Reductions in required on-site parking, adoption of reduced and zero setbacks, expedited planning review and reductions in various building siting requirements are used to encourage these developments. ~~environment than normally occurs by use of the clustering technique, by employing various other methods to achieve~~

~~distinctiveness and excellence in siting, design and/or landscaping. Density bonuses and reductions in various building restrictions are used to encourage these developments.~~

(b) *General standards for approval.* The city commission shall consider the ~~approve~~ approval of an innovative ~~residential~~ community development only if the commission determines that the development fulfills the purpose of this section and complies with applicable standards referred to in this section and section 125-236, additional zoning ordinance provisions not in conflict with the intent of this section and other city laws.

(c) *Potential uses.* The following uses are allowed in an innovative community ~~residential~~ development if, through conditional use review process, the city commission considers them appropriate for the particular development being proposed ~~and if other applicable standards are satisfied~~:

(1) Single-family dwellings and townhomes, with or without Accessory Dwelling Units. ~~detached or attached, if each has its own separate lot.~~

(2) Duplexes, quad~~ra~~plexes, triplexes, and multifamily housing developments, when permitted in the zone ~~as a semi-restricted use or a conditional use.~~

(3) Nonresidential uses permitted in the Future Land Use ~~zone as a semi-restricted or conditional use~~ when these uses ~~are not an obstacle to providing~~ will provide a suitable mixed-use living environment for residents of the innovative ~~residential~~ community development.

(4) Meantime Uses permitted in the Future Land Use, including performances, art exhibitions, and hobbyist gatherings, as well as transient commercial opportunities such as markets or food sales that are held a single time or regularly.

(d) *Minimum lot ~~site~~ size.* Minimum lot size and lot area are determined by the maximum density authorized in the comprehensive plan. ~~Innovative residential developments shall be established on parcels of land which are suitable for the proposed development.~~

(e) *Residential densities.* Maximum d~~D~~ensities will not exceed the density allocated within the city's comprehensive plan for the underlying Future Land Use. ~~level which the city commission determines is appropriate due to natural features of the area, public facility and service needs and capacities, transportation needs and capacities and compatibility with nearby development. If it determines that density bonuses should be allowed in accordance with the following criteria, the maximum gross density allowed may be up to eight units per acre in an R-3 zone, 12 units per acre in an R-4 zone and 18 units per acre in an R-5 zone. Density bonuses awarded for the following criteria are cumulative:~~

~~(1) *Landscaping.* The gross density may be increased up to one unit per acre for~~

~~landscaping plans which provide for effective use of existing vegetation and/or for approved landscape plans for streetscapes, pedestrian ways, bicycle paths, areas near buildings, open spaces and/or recreation areas. This increased density may only be awarded if the landscaping of the innovative residential development will exceed the requirements in section 125-314 for landscaped area by ten percent, for amount of trees by ten percent and/or in terms of qualitative characteristics of the landscaping.~~

~~(2) *Siting.* The gross density may be increased (up to one-half unit per acre in R-3 and R-4 zones and one unit per acre in an R-5 zone) for creative placement of buildings and/or other facilities in terms of visual focal points, use of existing physical features such as topography, views, sun and wind orientation, the circulation pattern, variation in building setbacks and/or building and facility groupings.~~

~~(3) *Design.* The gross density may be increased (up to one-half unit per acre in R-3 and R-4 zones and one unit per acre in an R-5 zone) for imaginative design features including architectural styles, harmonious use of building materials, varied use of housing types and/or other design elements of the innovative residential development.~~

(f) ~~*Basic use*~~ *Development* *standards.*

(1) Area, width, depth, yard, and lot coverage requirements for lots in an innovative ~~residential~~ community development shall be determined by the city commission based on, but not limited to, the following considerations:~~on the basis of relevant characteristics of the use, the rest of the innovative residential development and the surrounding area, including those characteristics relating to use compatibility, physical feature constraints and utility and transportation capacities.~~

a. Compatibility with the surrounding development.

b. Constraints of existing physical features.

c. Availability of utilities.

d. Transportation capacity and linkages.

e. Enhanced landscaping, streetscape, open spaces, and recreation areas.

f. Creative site design, such as, but not limited to, visual focal points, variation in building setbacks and use of existing site features.

g. Architectural styles, building materials and variation of building types.

h. Character of the proposed development within the street scene.

i. Economic resilience - Workforce, multi-generational, and affordable housing.

j. Increased storm water percolation, use, cleaning, and/or sequestration.

k. Energy sustainability and cost management.

l. Passive heating and cooling techniques.

m. Proximity to neighbors (light, ventilation, privacy).

n. Building height shall not exceed those building heights of the applicable zoning district. The city commission may further limit heights.

~~(2) No building within the innovative residential development shall be located closer than 15 feet to any street or street right-of-way. No building with residential dwellings shall be closer than 20 feet to any nonaccessory building, except single-family dwellings may be attached or less than 20 feet apart. Additional setback requirements may be imposed by the city commission to provide adequate light, ventilation, privacy and other appropriate features.~~

~~(3) The maximum building height shall not exceed those building heights presented in the applicable zoning district and the city commission may further limit heights.~~

~~(g) *Open spaces.* Innovative residential developments which receive density bonuses in accordance with subsection (e) of this section shall comply with the following provisions:~~

~~(1) In all such innovative residential developments at least 40 percent of the site, exclusive of aquatic areas, shall be devoted to open space. Of this required open space area, no more than 25 percent may be utilized privately by individual owners or users of the innovative residential development. At least 75 percent of the required open space area must be common open space.~~

~~(2) No area may be considered as common open space within an innovative residential development unless it meets the following requirements:~~

~~a. The location, shape, size and character of the common open space is suitable for the development.~~

~~b. The common open space is for amenity or recreational purposes and the uses authorized are appropriate to the scale and character of the development based on consideration of its size, density, expected population, topography and the number and type of dwellings provided.~~

~~c. The common open space will be suitably improved for its intended use, except that common space containing natural features worthy of preservation should be left unimproved. The buildings, structures and improvements to be permitted in the common open space are appropriate to the uses which are authorized for the common open~~

~~space.~~

~~d. No parking facilities will be included in areas designated as common open space unless the parking facilities are intended to provide access to the common open space area and are not intended to meet the ordinance requirements for other uses. No streets will be designated as common open space.~~

~~e. If buildings or structures are to be constructed in the common open space, the developer will provide a bond or other adequate assurances that the buildings and structures will be completed. The planning director shall release the bond or other assurances when the buildings and structures have been completed according to the development plan.~~

(g) *Common open Space.* If buildings or structures are to be constructed in the common open space, the developer will provide a bond or other adequate assurances that the buildings and structures will be completed. The planning director shall release the bond or other assurances when the buildings and structures have been completed according to the development plan.

(h) *Compatibility with adjacent development.* If topographical or other barriers near the of the innovative ~~residential~~ community development do not provide reasonable privacy for existing or potential uses adjacent to the development, the city commission shall require buildings in the innovative ~~residential~~ community development to be set back an adequate distance from the perimeter of the innovative ~~residential~~ community development or require an attractively designed and maintained buffer in the form of vegetation, fencing, walls and/or berms. ~~In no case shall buildings in the innovative residential development be closer than 25 feet to an adjacent lot in an E-1, R-1, R-2, R-3, R-4 or R-5 zone.~~

(i) *Unified control.* All land intended to be included in the innovative ~~residential~~ community development shall be under the legal control of the applicant, whether that applicant be an individual, partnership or corporation or group of individuals, partnerships and/or corporations.

(j) *Maintenance of common areas.* Common open space, streets and any area or facility designated by the city commission as a shared area will comply with the following provisions:

(1) The property will be conveyed under one of the following options:

a. To a public agency which agrees to maintain the property and buildings or structures placed on it; or

b. To an association of owners and/or tenants, created as a nonprofit corporation under the laws of the state, which shall adopt and impose articles of incorporation and bylaws and adopt and impose a

declaration of covenants and restrictions that are acceptable to the city commission as providing for the continuing care of the property.

(2) The property may not be put to a use not specified in the development plans unless the development plans are first amended to permit the use. However, no change of use may be considered as a waiver of any of the covenants limiting the use of the property, and all rights to enforce these covenants against any use permitted are expressly reserved.

(3) If the property is not conveyed to a public agency, the covenants and restrictions that govern the association of owners and/or tenants will at least include the following provisions:

a. Membership must be mandatory for each home buyer or tenant and each successive buyer or tenant.

b. The association must be responsible for liability insurance, local taxes and the maintenance of property.

c. Owners and tenants must pay their pro rata share of the cost.

d. The association must be able to adjust assessments to meet changing needs.

e. The city must be authorized to enforce these and other provisions governing the use, improvement, and maintenance of the property.

(4) If the property is not conveyed to a public agency, then, in addition to those requirements set forth hereinabove, there shall be delivered to the building official at or before the time the first building permit is obtained an instrument in recordable form containing:

a. A legal description of the property upon which the dwelling units are to be constructed;

b. A statement of the total area contained within such description;

c. A statement of the number of existing or proposed units ~~situate~~ located on the subject property;

d. A statement of the number of dwelling units for which the application is made;

e. A restriction prohibiting any further development or construction beyond what is set forth in the instrument.

The building official shall thereafter issue permits in accordance with what is set forth in the aforesaid instrument provided all other requirements of this chapter are met and thereafter no further permits shall be issued for any additional units on the tract described. The instrument shall be recorded to place all persons on notice of its contents and limitations upon further building.

(k) *Utility easements.* Easements necessary for the orderly extension and maintenance of public utilities may be required as a condition of approval.

(l) *Other standards.* All innovative community ~~residential~~ developments will comply with regulations affecting signs referred to in section 125-310, and applicable portions of the city's regulations governing subdivisions. The city commission may also establish additional requirements which it considers necessary to ensure that an innovative ~~residential~~ community development conforms to the intent of this section.

(m) *Special application requirements.* When an application is submitted for conditional use approval of an innovative ~~residential~~ community development, the following items will be submitted in addition to other information submitted in accordance with section 125-236, the city's subdivision regulations or other city laws:

(1) Statements describing in detail the character and intended use of the development.

(2) Material which presents firm evidence of unified control of the entire area within the proposed innovative ~~residential~~ community development, including a certificate of apparent ownership and encumbrance with the opinion of counsel representing the applicant establishing that the applicant has the unrestricted right to impose all of the covenants and conditions upon the land as are contemplated by the provisions of these regulations.

(3) A statement of the applicant's intentions with regard to the future selling or leasing of all or portions of the innovative ~~residential~~ community development, such as land areas and dwelling units.

(4) A statement indicating the justification for any desired density bonuses.

(5) Agreements, provisions, and covenants which govern the use, maintenance, and continued protection of the innovative ~~residential~~ community development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

(6) Additional information needed to demonstrate compliance with the standards in this section and those referred to in section 125-242.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final

passage.

APPROVED AS TO FORM AND

CORRECTNESS:

_____

Sara Hedges, Esq.

CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-032 was duly advertised in the St. Lucie News Tribune on Sunday, July 28, 2024, and Sunday, August 18, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 19, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____of _____, 2024.

_____

Linda Hudson

MAYOR COMMISSIONER

ATTEST

_____

CITY CLERK

(CITY SEAL)

ORDINANCE NO. 24-032

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE V – CONDITIONAL USES, SECTION 125-243 – INNOVATIVE RESIDENTIAL DEVELOPMENTS** TO REVISE THE TITLE TO **INNOVATIVE COMMUNITY DEVELOPMENT**; TO PROVIDE FOR UPDATES TO THE PURPOSE, GENERAL STANDARDS FOR APPROVAL, POTENTIAL USES, MINIMUM LOT SIZE, RESIDENTIAL DENSITIES, DEVELOPMENT STANDARDS, COMMON OPEN SPACE, AND COMPATIBILITY; AND TO INCORPORATE TITLE CHANGE THROUGHOUT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125-243 – Innovative Residential Developments, is amended to read Innovative Community Development; and

WHEREAS, Section 125-243 is further revised to simplify and encourage imaginative and flexible residential and mixed-use development; and

WHEREAS, the proposed code changes were presented to the City of Fort Pierce Affordable Housing Advisory Committee, and at their August 1, 2024, meeting, voted unanimously in support of the code changes; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their August 12, 2024, meeting, voted 6 to 0 to recommend approval of the request.

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

SECTION 1. Chapter 125, Article V Conditional Uses, Sec. 125-243 - Innovative Residential Developments is hereby amended, so the same shall read as follows:

Sec. 125-243. Innovative community ~~residential~~ development.

(a) *Purpose.* Innovative community ~~residential~~ developments are primarily ~~developments which achieve a more~~ creative and imaginative housing, mixed-use and community-oriented development. Innovation is achieved by use of material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, economic sustainability and by employing methods to achieve distinctiveness and excellence in siting, design, pedestrian accessibility, and landscaping. Reductions in required on-site parking, adoption of reduced and zero setbacks, expedited planning review and reductions in various building siting requirements are used to encourage these developments. ~~environment than normally occurs by use of the clustering technique, by employing various other methods to achieve~~

~~distinctiveness and excellence in siting, design and/or landscaping. Density bonuses and reductions in various building restrictions are used to encourage these developments.~~

(b) *General standards for approval.* The city commission shall consider the ~~approve~~ approval of an innovative ~~residential~~ community development only if the commission determines that the development fulfills the purpose of this section and complies with applicable standards referred to in this section and section 125-236, additional zoning ordinance provisions not in conflict with the intent of this section and other city laws.

(c) *Potential uses.* The following uses are allowed in an innovative community ~~residential~~ development if, through conditional use review process, the city commission considers them appropriate for the particular development being proposed ~~and if other applicable standards are satisfied~~:

(1) Single-family dwellings and townhomes, with or without Accessory Dwelling Units. ~~detached or attached, if each has its own separate lot.~~

(2) Duplexes, quad~~ra~~plexes, triplexes, and multifamily housing developments, when permitted in the zone ~~as a semi-restricted use or a conditional use.~~

(3) Nonresidential uses permitted in the Future Land Use ~~zone as a semi-restricted or conditional use~~ when these uses ~~are not an obstacle to providing~~ will provide a suitable mixed-use living environment for residents of the innovative ~~residential~~ community development.

(4) Meantime Uses permitted in the Future Land Use, including performances, art exhibitions, and hobbyist gatherings, as well as transient commercial opportunities such as markets or food sales that are held a single time or regularly.

(d) *Minimum lot ~~site~~ size.* Minimum lot size and lot area are determined by the maximum density authorized in the comprehensive plan. ~~Innovative residential developments shall be established on parcels of land which are suitable for the proposed development.~~

(e) *Residential densities.* Maximum d~~D~~ensities will not exceed the density allocated within the city's comprehensive plan for the underlying Future Land Use. ~~level which the city commission determines is appropriate due to natural features of the area, public facility and service needs and capacities, transportation needs and capacities and compatibility with nearby development. If it determines that density bonuses should be allowed in accordance with the following criteria, the maximum gross density allowed may be up to eight units per acre in an R-3 zone, 12 units per acre in an R-4 zone and 18 units per acre in an R-5 zone. Density bonuses awarded for the following criteria are cumulative:~~

~~(1) *Landscaping.* The gross density may be increased up to one unit per acre for~~

~~landscaping plans which provide for effective use of existing vegetation and/or for approved landscape plans for streetscapes, pedestrian ways, bicycle paths, areas near buildings, open spaces and/or recreation areas. This increased density may only be awarded if the landscaping of the innovative residential development will exceed the requirements in section 125-314 for landscaped area by ten percent, for amount of trees by ten percent and/or in terms of qualitative characteristics of the landscaping.~~

~~(2) *Siting.* The gross density may be increased (up to one-half unit per acre in R-3 and R-4 zones and one unit per acre in an R-5 zone) for creative placement of buildings and/or other facilities in terms of visual focal points, use of existing physical features such as topography, views, sun and wind orientation, the circulation pattern, variation in building setbacks and/or building and facility groupings.~~

~~(3) *Design.* The gross density may be increased (up to one-half unit per acre in R-3 and R-4 zones and one unit per acre in an R-5 zone) for imaginative design features including architectural styles, harmonious use of building materials, varied use of housing types and/or other design elements of the innovative residential development.~~

(f) ~~*Basic use*~~ *Development* *standards.*

(1) Area, width, depth, yard, and lot coverage requirements for lots in an innovative ~~residential~~ community development shall be determined by the city commission based on, but not limited to, the following considerations:~~on the basis of relevant characteristics of the use, the rest of the innovative residential development and the surrounding area, including those characteristics relating to use compatibility, physical feature constraints and utility and transportation capacities.~~

a. Compatibility with the surrounding development.

b. Constraints of existing physical features.

c. Availability of utilities.

d. Transportation capacity and linkages.

e. Enhanced landscaping, streetscape, open spaces, and recreation areas.

f. Creative site design, such as, but not limited to, visual focal points, variation in building setbacks and use of existing site features.

g. Architectural styles, building materials and variation of building types.

h. Character of the proposed development within the street scene.

i. Economic resilience - Workforce, multi-generational, and affordable housing.

j. Increased storm water percolation, use, cleaning, and/or sequestration.

k. Energy sustainability and cost management.

l. Passive heating and cooling techniques.

m. Proximity to neighbors (light, ventilation, privacy).

n. Building height shall not exceed those building heights of the applicable zoning district. The city commission may further limit heights.

~~(2) No building within the innovative residential development shall be located closer than 15 feet to any street or street right-of-way. No building with residential dwellings shall be closer than 20 feet to any nonaccessory building, except single-family dwellings may be attached or less than 20 feet apart. Additional setback requirements may be imposed by the city commission to provide adequate light, ventilation, privacy and other appropriate features.~~

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~~(g) *Open spaces.* Innovative residential developments which receive density bonuses in accordance with subsection (e) of this section shall comply with the following provisions:~~

~~(1) In all such innovative residential developments at least 40 percent of the site, exclusive of aquatic areas, shall be devoted to open space. Of this required open space area, no more than 25 percent may be utilized privately by individual owners or users of the innovative residential development. At least 75 percent of the required open space area must be common open space.~~

~~(2) No area may be considered as common open space within an innovative residential development unless it meets the following requirements:~~

~~a. The location, shape, size and character of the common open space is suitable for the development.~~

~~b. The common open space is for amenity or recreational purposes and the uses authorized are appropriate to the scale and character of the development based on consideration of its size, density, expected population, topography and the number and type of dwellings provided.~~

~~c. The common open space will be suitably improved for its intended use, except that common space containing natural features worthy of preservation should be left unimproved. The buildings, structures and improvements to be permitted in the common open space are appropriate to the uses which are authorized for the common open~~

~~space.~~

~~d. No parking facilities will be included in areas designated as common open space unless the parking facilities are intended to provide access to the common open space area and are not intended to meet the ordinance requirements for other uses. No streets will be designated as common open space.~~

~~e. If buildings or structures are to be constructed in the common open space, the developer will provide a bond or other adequate assurances that the buildings and structures will be completed. The planning director shall release the bond or other assurances when the buildings and structures have been completed according to the development plan.~~

(g) *Common open Space.* If buildings or structures are to be constructed in the common open space, the developer will provide a bond or other adequate assurances that the buildings and structures will be completed. The planning director shall release the bond or other assurances when the buildings and structures have been completed according to the development plan.

(h) *Compatibility with adjacent development.* If topographical or other barriers near the of the innovative ~~residential~~ community development do not provide reasonable privacy for existing or potential uses adjacent to the development, the city commission shall require buildings in the innovative ~~residential~~ community development to be set back an adequate distance from the perimeter of the innovative ~~residential~~ community development or require an attractively designed and maintained buffer in the form of vegetation, fencing, walls and/or berms. ~~In no case shall buildings in the innovative residential development be closer than 25 feet to an adjacent lot in an E-1, R-1, R-2, R-3, R-4 or R-5 zone.~~

(i) *Unified control.* All land intended to be included in the innovative ~~residential~~ community development shall be under the legal control of the applicant, whether that applicant be an individual, partnership or corporation or group of individuals, partnerships and/or corporations.

(j) *Maintenance of common areas.* Common open space, streets and any area or facility designated by the city commission as a shared area will comply with the following provisions:

(1) The property will be conveyed under one of the following options:

a. To a public agency which agrees to maintain the property and buildings or structures placed on it; or

b. To an association of owners and/or tenants, created as a nonprofit corporation under the laws of the state, which shall adopt and impose articles of incorporation and bylaws and adopt and impose a

declaration of covenants and restrictions that are acceptable to the city commission as providing for the continuing care of the property.

(2) The property may not be put to a use not specified in the development plans unless the development plans are first amended to permit the use. However, no change of use may be considered as a waiver of any of the covenants limiting the use of the property, and all rights to enforce these covenants against any use permitted are expressly reserved.

(3) If the property is not conveyed to a public agency, the covenants and restrictions that govern the association of owners and/or tenants will at least include the following provisions:

a. Membership must be mandatory for each home buyer or tenant and each successive buyer or tenant.

b. The association must be responsible for liability insurance, local taxes and the maintenance of property.

c. Owners and tenants must pay their pro rata share of the cost.

d. The association must be able to adjust assessments to meet changing needs.

e. The city must be authorized to enforce these and other provisions governing the use, improvement, and maintenance of the property.

(4) If the property is not conveyed to a public agency, then, in addition to those requirements set forth hereinabove, there shall be delivered to the building official at or before the time the first building permit is obtained an instrument in recordable form containing:

a. A legal description of the property upon which the dwelling units are to be constructed;

b. A statement of the total area contained within such description;

c. A statement of the number of existing or proposed units ~~situate~~ located on the subject property;

d. A statement of the number of dwelling units for which the application is made;

e. A restriction prohibiting any further development or construction beyond what is set forth in the instrument.

The building official shall thereafter issue permits in accordance with what is set forth in the aforesaid instrument provided all other requirements of this chapter are met and thereafter no further permits shall be issued for any additional units on the tract described. The instrument shall be recorded to place all persons on notice of its contents and limitations upon further building.

(k) *Utility easements.* Easements necessary for the orderly extension and maintenance of public utilities may be required as a condition of approval.

(l) *Other standards.* All innovative community ~~residential~~ developments will comply with regulations affecting signs referred to in section 125-310, and applicable portions of the city's regulations governing subdivisions. The city commission may also establish additional requirements which it considers necessary to ensure that an innovative ~~residential~~ community development conforms to the intent of this section.

(m) *Special application requirements.* When an application is submitted for conditional use approval of an innovative ~~residential~~ community development, the following items will be submitted in addition to other information submitted in accordance with section 125-236, the city's subdivision regulations or other city laws:

(1) Statements describing in detail the character and intended use of the development.

(2) Material which presents firm evidence of unified control of the entire area within the proposed innovative ~~residential~~ community development, including a certificate of apparent ownership and encumbrance with the opinion of counsel representing the applicant establishing that the applicant has the unrestricted right to impose all of the covenants and conditions upon the land as are contemplated by the provisions of these regulations.

(3) A statement of the applicant's intentions with regard to the future selling or leasing of all or portions of the innovative ~~residential~~ community development, such as land areas and dwelling units.

(4) A statement indicating the justification for any desired density bonuses.

(5) Agreements, provisions, and covenants which govern the use, maintenance, and continued protection of the innovative ~~residential~~ community development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

(6) Additional information needed to demonstrate compliance with the standards in this section and those referred to in section 125-242.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final

passage.

APPROVED AS TO FORM AND

CORRECTNESS:

_____

Sara Hedges, Esq.

CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-032 was duly advertised in the St. Lucie News Tribune on Sunday, July 28, 2024, and Sunday, August 18, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 19, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____of _____, 2024.

_____

Linda Hudson

MAYOR COMMISSIONER

ATTEST

_____

CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Legislative Hearing - Ordinance 24-032 – Innovative Community Development

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 of the Code of Ordinances of the City of Fort Pierce and Chapter 166.041 of Florida State Statutes.

NOTICE BY NEWSPAPER: July 28th, 2024, **and,** August 18th, 2024.

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** July 30th, 2024

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Amendment to 125-243 Innovative Residential Development (Innovative Community Development)

CAO RLS FILE: RLS 24-226

DATE: June 26, 2024

I have reviewed the above Request for Legal Services (RLS). The Ordinance originally provided was in track changes format and not with underline/strike through language for an Ordinance. I have changed the Ordinance to underline/strike through and worked from that version, which you previously reviewed and approved.

Changes from that point have been marked with track changes and uploaded as such for your review. The suggested changes have been incorporated into a Clean Copy version, uploaded to Agenda Quick.

Please review the Ordinance carefully to ensure the Ordinance reads as you intended with the change to the underline/strike through. In the future, please make sure Ordinances are submitted in that format.

If the Ordinance language is what you intended, the Clean Copy version is approved as to form and correctness.

Please also note, this Ordinance plays into at least one other Ordinance currently being reviewed. You will need to make sure all Ordinances are approved in the appropriate order by the City Commission to not create the need for future amendments to create consistency. Additionally, if an Ordinance is not approved, you will need to make the appropriate adjustments.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/28/2024, 08/18/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/18/2024

Keegan Cleroux
Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$846.80		
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE AMENDMENT TO CHAPTER 125 – ZONING, ARTICLE V – CONDITIONAL USES, SECTION 125-243

The City Commission will hold two PUBLIC HEARINGS on the proposed Ordinance, pursuant to Florida Statute 166.041 and City Code Section 125-37, on Monday, August 19, 2024 and Tuesday, September 3, 2024, at their meetings which begin at 5.05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

ORDINANCE 24-032 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE V – CONDITIONAL USES, SECTION 125-243 – INNOVATIVE RESIDENTIAL DEVELOPMENTS TO REVISE THE TITLE TO INNOVATIVE COMMUNITY DEVELOPMENT; TO PROVIDE FOR UPDATES TO THE PURPOSE, GENERAL STANDARDS FOR APPROVAL, POTENTIAL USES, MINIMUM LOT SIZE, RESIDENTIAL DENSITIES, DEVELOPMENT STANDARDS, COMMON OPEN SPACE, AND COMPATIBILITY; AND TO INCORPORATE TITLE CHANGE THROUGHOUT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance simplifies and encourages imaginative and flexible residential and mixed-use development in neighborhoods throughout the city. The proposed amendment provides consistency with the intent of policies contained within the City's Comprehensive Plan.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox,
City Clerk

Publish: 07-28-2024, 08-18-2024

TR-39941323

City Commission Regular Meeting - 5:05 pm **13. d.**

Meeting Date: 09/03/2024

Re: 24-035 Koa Bay CDD

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 24-034 establishing the Koa Bay Community Development District which is generally located north of W. Midway Road, south of Okeechobee Road, and west of Interstate 95, and contains approximately 200.23+/- acres, as shown on the map below. SECOND READING

SUMMARY:

The ordinance will create the Koa Bay Community Development District (CDD). The proposed CDD is generally located north of W. Midway Road, south of Okeechobee Road, and west of Interstate 95, and contains approximately 200.23+/- acres, as shown on the map below.

The proposed CDD is designed to provide a financing mechanism, as well as a long-term operation and maintenance entity, for community infrastructure and services, including but not limited to, the funding and construction of parks and facilities for indoor and outdoor recreational, cultural and educational uses, and security for the site, including but not limited to guardhouses, fences, gates, etc. as authorized and described by Section 190.012(2), Florida Statutes.

RECOMMENDATION:

Adopt the Ordinance.

ALTERNATIVES:

Do not adopt.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Sara Hedges, City Attorney
Kev Freeman, Planning Director
Lutak Rock LLP - Tallahassee

Fiscal Impact

OTHER INFORMATION:

No fiscal impact to the City.

Attachments

24-034
Exhibit A - Petition
Legal Ad
Location Map
City Attorney Approval
Planning Memo
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/18/2024 04:56 PM

Form Started By: Linda Cox
Started On: 07/16/2024 02:53 PM
Final Approval Date: 08/21/2024

ORDINANCE NO. 24-034

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ESTABLISHING THE KOA BAY COMMUNITY DEVELOPMENT DISTRICT** PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS, AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Petition to establish the Koa Bay Community Development District ("District") was submitted by Koa Bay Development, LLC to the City Commission of the City of Fort Pierce, Florida ("City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, attached hereto as Exhibit 1; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive, and economic method of delivering community development services, in the area described in Exhibit 1, thereby providing the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government; and

WHEREAS, establishment of the proposed District, in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources; and

WHEREAS, the City finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or Comprehensive Plan of the City; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, the creation of the District is the best alternative for delivering community development services and facilities to the area that will be served by the District; and

WHEREAS, that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals and/or regulations governing the land area to be included within the District; and

WHEREAS, the City has held a public hearing on the Petition in accordance with the requirements and procedures of Section 190.005(2)(b), Florida Statutes; and

WHEREAS, the City has considered the record of the public hearing and the factors set forth in Section 190.005(2)(c).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

SECTION 2. The "Koa Bay Community Development District" ("District") is hereby established for the area of land and with the external boundaries as described in Exhibit 2, attached hereto, said boundaries encompassing approximately 200.23 acres of land, more or less, pursuant to Section 190.005(2), Florida Statutes.

SECTION 3. The District is granted all general powers authorized pursuant to Section 190.011, Florida Statutes, and the special powers authorized pursuant to Section 190.012(1), Florida Statutes, Section 190.012(3), Florida Statutes, and Sections 190.012(2)(a) and (d), Florida Statutes.

SECTION 4. The five persons designated to serve as initial members of the District's Board of Supervisors are: Roland Labonte, Richard Polidori, Jacob Webb, Joseph Slay, Sr. and Ryan Perna.

SECTION 5. Non ad valorem special assessments, as defined in Chapter 190, Florida Statutes, shall only be levied by the District on those lands included within the District boundary and in accordance with Chapter 190, Florida Statutes.

SECTION 6. The District shall provide public notice of all meetings pursuant to law.

SECTION 7. In the event that the District established hereunder is terminated for any reason, the City shall in no way be required to accept ownership and/or maintenance responsibility for the road rights of way, stormwater management and drainage systems, street lighting or other improvements that are necessary for the development in the District without the City's express written consent. In the event of termination, the District shall be responsible for ensuring the transfer of such ownership and maintenance responsibilities to an appropriate entity other than the City as authorized by law.

SECTION 8. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 9. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 10. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
& CORRECTNESS:

_____
Sara K. Hedges, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-034 was duly advertised in the St. Lucie News Tribune on August 9, 2024, August 16, 2024, August 23, 2024 and August 30, 2024; copy of said Ordinance and the Petition Exhibit was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 19, 2024; and was duly introduced, read by title only, and passed on adoption and final reading September 3, 2024 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 3rd day of September, 2024.

_____
Linda Hudson
Mayor Commissioner

_____
Linda W. Cox
City Clerk

(CITY SEAL)

Exhibit 1

Petition to Establish Koa Bay Community Development District

Exhibit 2

Legal Description and Map of Kay Bay Community Development District

BEFORE THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Koa Bay Development, LLC ("Petitioner"), hereby petitions the City Commission of the City of Fort Pierce, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District ("District") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Fort Pierce, Florida, and covers approximately 200.23 acres of land, more or less. **Exhibit 1** depicts the general location of the proposed District. The site is generally located north of W. Midway Road, south of Okeechobee Road, and west of Interstate 95. The metes and bounds description of the external boundary of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. Landowner Consents. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, Florida Statutes. Consent to the establishment of a community development district is contained in **Exhibit 3**.

4. Initial Board Members. The five (5) persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: ROLAND LABONTE
Address: 376 EAGLE DRIVE JUPITER, FL 33477

Name: RICHARD POLIDORI
Address: 800 NE 36TH STREET, BOCA RATON, FL 33431

Name: JACOB WEBB
Address: 5839 W. HIRLAWAY ROAD, PALM BEACH GARDENS, FL 33418

Name: JOSEPH SLAY SR.
Address: 2354 BELLAROSA CIRCLE, WEST PALM BEACH, FL 33411

Name: RYAN PERNA
Address: 622 NW 38th CIRCLE, BOCA RATON, FL 33431

All of the listed person are citizens of the United States and residents of the State of Florida.

5. Name. The proposed name of the District is Koa Bay Community Development District.

6. Major Water and Wastewater Facilities. There are no existing major trunk water mains and wastewater interceptors within the currently undeveloped lands to be included within the proposed District. **Exhibit 4** shows the proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

7. District Facilities and Services. **Exhibit 5** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and install, as well as the estimated costs of construction. At present, these improvements are estimated to be made, acquired, constructed and installed in over an estimated 3-year period from 2024 – 2027. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Existing and Future Land Uses. The existing use of the lands within the proposed District is vacant. The future general distribution, location and extent of the public and private land uses within and adjacent to the proposed District by land use plan element are shown in **Exhibit 6**. These proposed land uses are consistent with the City of Fort Pierce Comprehensive Plan.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agents. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jere Earlywine as its authorized agent. See **Exhibit 8** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jonathan T. Johnson
Jonathan.Johnson@kutakrock.com
Kutak Rock LLP
107 West Collage Avenue
Tallahassee, Florida 32301

11. This petition to establish the Koa Bay Community Development District should be granted for the following reasons:

a. Establishment of the proposed District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City of Fort Pierce Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the proposed District will prevent the general body of taxpayers in City of Fort Pierce from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the proposed District. The proposed District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Fort Pierce, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

c. consent to the District exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates,

electronic intrusion-detection systems, and patrol cars, each as authorized and described by Section 190.012(2), Florida Statutes; and

d. grant such other relief as may be necessary or appropriate.

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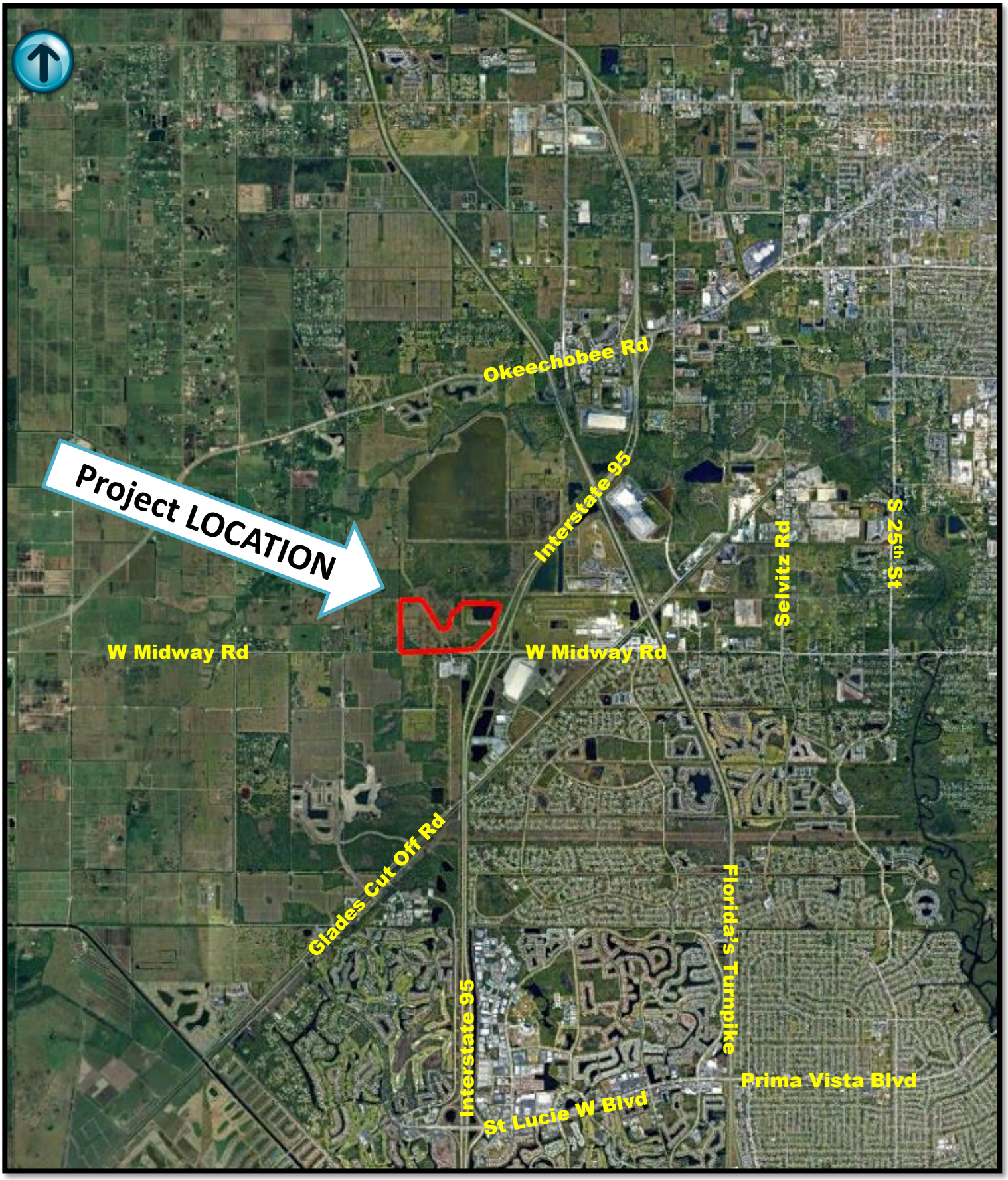
RESPECTFULLY SUBMITTED, this 1st day of July, 2024.

KUTAK ROCK LLP



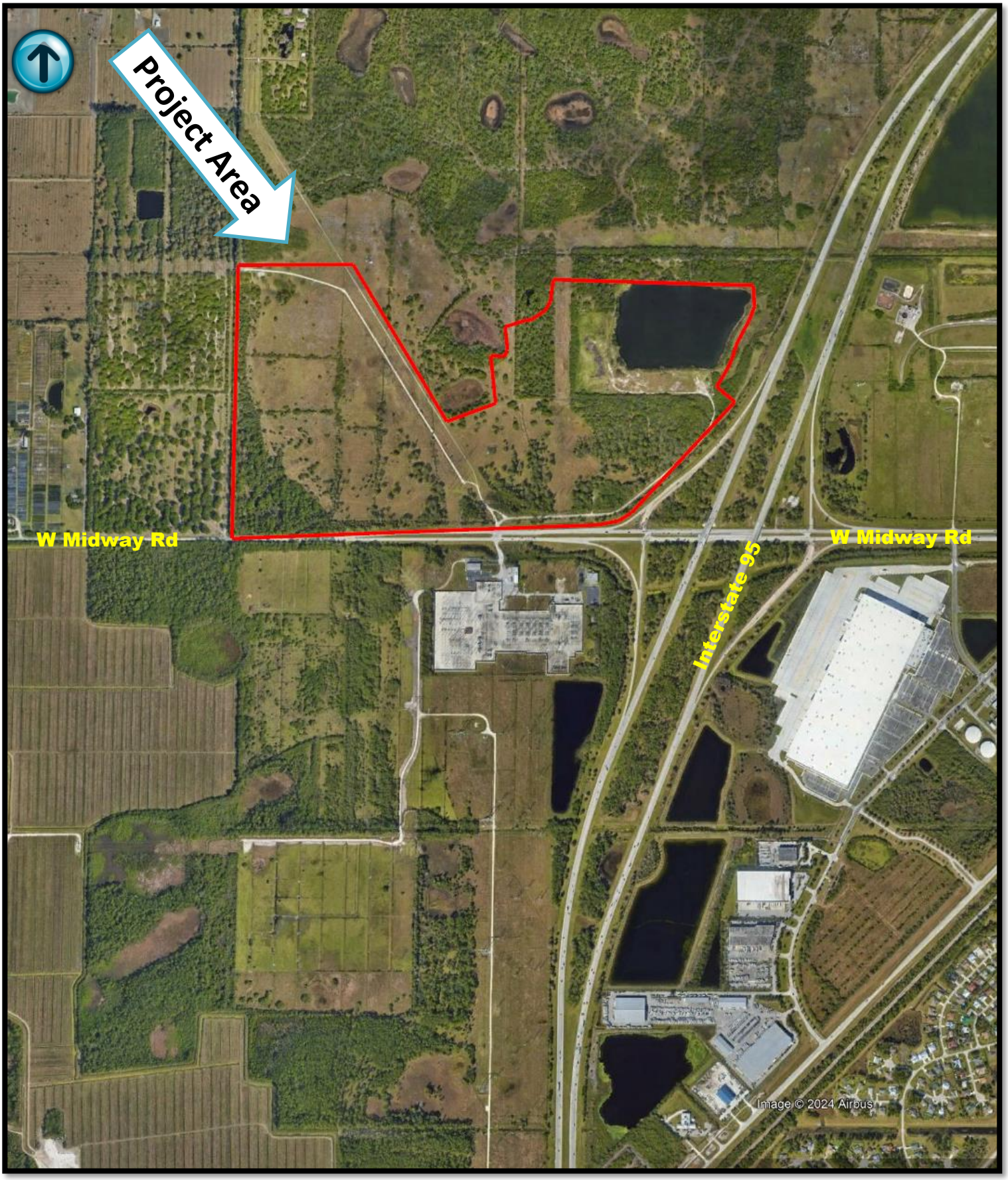
Jonathan T. Johnson
Jonathan.Johnson@kutakrock.com
Florida Bar No. 986460
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
(850) 692-7319 (facsimile)
Attorney for Petitioner

EXHIBIT 1



CAPTEC Engineering, Inc.
Civil Engineering Professionals

EXHIBIT 1 – VICINITY MAP
KOA BAY COMMUNITY DEVELOPMENT DISTRICT



CAPTEC Engineering, Inc.
Civil Engineering Professionals

EXHIBIT 2 – LOCATION MAP
KOA BAY COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2

WILLOW LAKES, LLC
FORT PIERCE, FLORIDA

METES AND BOUNDS DESCRIPTION

A parcel of land lying in Sections 2 and 3, Township 36 South, Range 39 east in St. Lucie County, Florida and being more particularly described as follows:

Commencing at the northeast corner of said Section 3, thence N89°46'35"W along the north line of said Section 3 a distance of 2,622.04 feet to a point on the east right-of-way line of N.S.L.R.W.C.D. Canal No. 93 (a 78 feet wide right-of-way); thence S 00°02'49" W along the east right-of-way line of said N.S.L.R.W.C.D. Canal No. 93 a distance of 52.50 feet to a point on the north right-of-way line of a 200 feet wide FP&L easement as recorded in OR 377, pg. 2069-2076 and being the point of beginning of the following described parcel; thence S89°46'35"E along the north right-of-way line of said 200 feet wide FP&L easement and being parallel to the north line of said Section 3 a distance of 1,026.62 feet to a point on the east right-of-way line of a 60 feet wide FP&L easement as recorded in OR 119, pg. 404; thence S32°18'17"E along the east right-of-way line of said 60 feet wide FP&L easement a distance of 1,746.02 feet; thence N61°15'41"E a distance of 335.12 feet; thence N31°56'28"E a distance of 78.35 feet; thence N02°37'14"E a distance of 332.85 feet; thence N85°17'03"E a distance of 146.97 feet; thence N53°57'44"E a distance of 58.71 feet; thence N01°56'01"E a distance of 142.19 feet; thence N62°33'43"E a distance of 139.15 feet to the beginning of a curve concave to the northwest having a radius of 335.00 feet; thence northeasterly along the arc of said curve a distance of 365.79 feet through a central angle of 62°33'43"; thence N00°00'00"W a distance of 142.46 feet; thence S89°50'50"E a distance of 1,811.20 feet to the beginning of a curve concave to the southwest having a radius of 150.00 feet; thence southeasterly along the arc of said curve a distance of 308.52 feet through a central angle of 117°50'41"; thence S27°59'51"W a distance of 671.72 feet; thence S56°07'55"E a distance of 323.59 feet to a point on the west right-of-way line of State Road No. 9 (Interstate Highway No. 95) (width varies); thence S32°49'14"W along the west right-of-way of said State Road No. 9 a distance of 346.97 feet; thence S44°46'35"W along the west right-of- way line of said State Road No. 9 a distance of 339.92 feet to a point on the south right-of-way line of Access Road No. 1 as recorded in PB 24, pg. 4 J&K; thence N00°04'30"E a distance of 99.51 feet to a point on the north right-of-way line of said Access Road No. 1; thence S44°46'35"W along the north right-of-way line of said Access Road No. 1 a distance of 236.51 feet; thence departing said Access Road No. 1 N00°04'43"E a distance of 535.11 feet; thence s89°59'23"w a distance of 166.33 feet; thence S00°04'55"W a distance of 680.33 feet to a point on the north right-of-way line of said Access Road No. 1; thence S50°43'56"W along the north right-of-way line of said Access Road No. 1 a distance of 478.34 feet to the beginning of a curve concave to the north having a radius of 266.00 feet; thence westerly along the arc of said curve a distance of 171.53 feet through a central angle of 36°56'48"; thence s87°40'44"w along the north right-of-way line of said Access Road No. 1 a distance of 1,027.79 feet; thence S00°01'50"E a distance of 72.00 feet; thence S89°58'10"W a distance of 1,610.26 feet; thence S00°01'50"E a distance of 117.14 feet to a point on the north right-of-way line of White City Road (County Road 712) (a 70 feet wide right-of-way) ; thence N89°52'26"W along the north right -of-way of said White City Road (County Road 712) a distance of 786.28 feet to a point on the east right-of- way line of said N.S.L.R.W.C.D. Canal No. 93; thence N00°02'49"E along the east right-of-way line of said N.S.L.R.W.C.D. Canal No. 93 a distance of 2,564.70 feet to a point on the north right-of-way line of said 200 feet wide FP&L easement and being the point of beginning.

Containing 197.90 acres, more or less

Together with:

The west 1/2 of the west 1/2 of the west 1/2 of the southeast 1/4 of the northwest 1/4 of Section 2, Township 36 South, Range 39 East, less and except that portion of the property which was taken for I-95, of the Public Records of St. Lucie County, Florida.

Containing 2.33 acres, more or less.

Total parcel contains a net area of 200.23 acres, more or less.

EXHIBIT 3

CONSENT AND JOINDER TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Petitioner intends to submit a petition to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute all or a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established or a written revocation is issued, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the community development district in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[*signatures on following page*]

Executed this 21st day of February, 2024.

WITNESSES:

Roland Labonte,
a Manager
Willow Lakes, LLC

Name: Jessica Cunningham

N/A
Name:
Title:

Name:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 21st day of February, 2024, by Roland Labonte, as manager of Willow lakes LLC, who is ☐ personally known to me or ☑ produced Florida Drivers License as identification.

(Official Notary Signature & Seal)

Print Name: Jeanne Renee Mathers
Notary Public, State of Florida

JEANNE RENEE MATHERS
Notary Public-State of Florida
Commission # HH 313849
My Commission Expires
February 08, 2025

Exhibit A: Property Description

WILLOW LAKES, LLC
FORT PIERCE, FLORIDA

METES AND BOUNDS DESCRIPTION

A parcel of land lying in Sections 2 and 3, Township 36 South, Range 39 east in St. Lucie County, Florida and being more particularly described as follows:

Commencing at the northeast corner of said Section 3, thence N89°46'35"W along the north line of said Section 3 a distance of 2,622.04 feet to a point on the east right-of-way line of N.S.L.R.W.C.D. Canal No. 93 (a 78 feet wide right-of-way); thence S 00°02'49" W along the east right-of-way line of said N.S.L.R.W.C.D. Canal No. 93 a distance of 52.50 feet to a point on the north right-of-way line of a 200 feet wide FP&L easement as recorded in OR 377, pg. 2069-2076 and being the point of beginning of the following described parcel; thence S89°46'35"E along the north right-of-way line of said 200 feet wide FP&L easement and being parallel to the north line of said Section 3 a distance of 1,026.62 feet to a point on the east right-of-way line of a 60 feet wide FP&L easement as recorded in OR 119, pg. 404; thence S32°18'17"E along the east right-of-way line of said 60 feet wide FP&L easement a distance of 1,746.02 feet; thence N61°15'41"E a distance of 335.12 feet; thence N31°56'28"E a distance of 78.35 feet; thence N02°37'14"E a distance of 332.85 feet; thence N85°17'03"E a distance of 146.97 feet; thence N53°57'44"E a distance of 58.71 feet; thence N01°56'01"E a distance of 142.19 feet; thence N62°33'43"E a distance of 139.15 feet to the beginning of a curve concave to the northwest having a radius of 335.00 feet; thence northeasterly along the arc of said curve a distance of 365.79 feet through a central angle of 62°33'43"; thence N00°00'00"W a distance of 142.46 feet; thence S89°50'50"E a distance of 1,811.20 feet to the beginning of a curve concave to the southwest having a radius of 150.00 feet; thence southeasterly along the arc of said curve a distance of 308.52 feet through a central angle of 117°50'41"; thence S27°59'51"W a distance of 671.72 feet; thence S56°07'55"E a distance of 323.59 feet to a point on the west right-of-way line of State Road No. 9 (Interstate Highway No. 95) (width varies); thence S32°49'14"W along the west right-of-way of said State Road No. 9 a distance of 346.97 feet; thence S44°46'35"W along the west right-of- way line of said State Road No. 9 a distance of 339.92 feet to a point on the south right-of-way line of Access Road No. 1 as recorded in PB 24, pg. 4 J&K; thence N00°04'30"E a distance of 99.51 feet to a point on the north right-of-way line of said Access Road No. 1; thence S44°46'35"W along the north right-of-way line of said Access Road No. 1 a distance of 236.51 feet; thence departing said Access Road No. 1 N00°04'43"E a distance of 535.11 feet; thence s89°59'23"w a distance of 166.33 feet; thence S00°04'55"W a distance of 680.33 feet to a point on the north right-of-way line of said Access Road No. 1; thence S50°43'56"W along the north right-of-way line of said Access Road No. 1 a distance of 478.34 feet to the beginning of a curve concave to the north having a radius of 266.00 feet; thence westerly along the arc of said curve a distance of 171.53 feet through a central angle of 36°56'48"; thence s87°40'44"w along the north right-of-way line of said Access Road No. 1 a distance of 1,027.79 feet; thence S00°01'50"E a distance of 72.00 feet; thence S89°58'10"W a distance of 1,610.26 feet; thence S00°01'50"E a distance of 117.14 feet to a point on the north right-of-way line of White City Road (County Road 712) (a 70 feet wide right-of-way) ; thence N89°52'26"W along the north right -of-way of said White City Road (County Road 712) a distance of 786.28 feet to a point on the east right-of- way line of said N.S.L.R.W.C.D. Canal No. 93; thence N00°02'49"E along the east right-of-way line of said N.S.L.R.W.C.D. Canal No. 93 a distance of 2,564.70 feet to a point on the north right-of-way line of said 200 feet wide FP&L easement and being the point of beginning.

Containing 197.90 acres, more or less

Together with:

The west 1/2 of the west 1/2 of the west 1/2 of the southeast 1/4 of the northwest 1/4 of Section 2, Township 36 South, Range 39 East, less and except that portion of the property which was taken for I-95, of the Public Records of St. Lucie County, Florida.

Containing 2.33 acres, more or less.

Total parcel contains a net area of 200.23 acres, more or less.

EXHIBIT 4

LEGEND

C.E. = CONTROL ELEVATION
CS = CONTROL STRUCTURE
= DRAINAGE FLOW DIRECTION
= BASIN BOUNDARY
= DRAINAGE STRUCTURES AND PIPING
= PROPOSED FLOW WAY / LAKE

NOTES:

1. ALL STORM DRAINAGE FACILITIES SHALL CONFROM TO CHAPTERS 17 AND 18 OF THE FORT PIERCE CODE OF ORDINANCES AND THE "STANDARD SPECIFICATIONS" ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.
2. ALL ELEVATIONS SHOWN ARE IN N.A.V.D.

Allowable Discharge

a) Evaluation Area (A)

Basin Area	=	***200.30 Ac.***

b) Allowable Discharge Rate

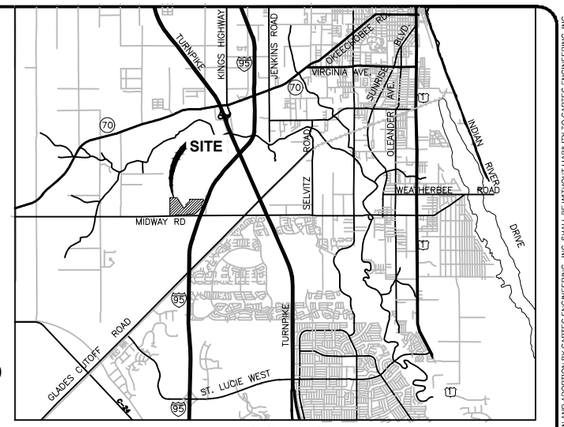
10yr. - 3 day Storm Discharge Rate[1]	=	***16.83 cfs***
25 yr. - 3 day Storm Discharge = (16.83 cfs * 1.25)	=	***21.04 cfs***

1. NSLRWCD has a 2" allowable discharge restriction for the 10yr/3day storm event over 24 hours

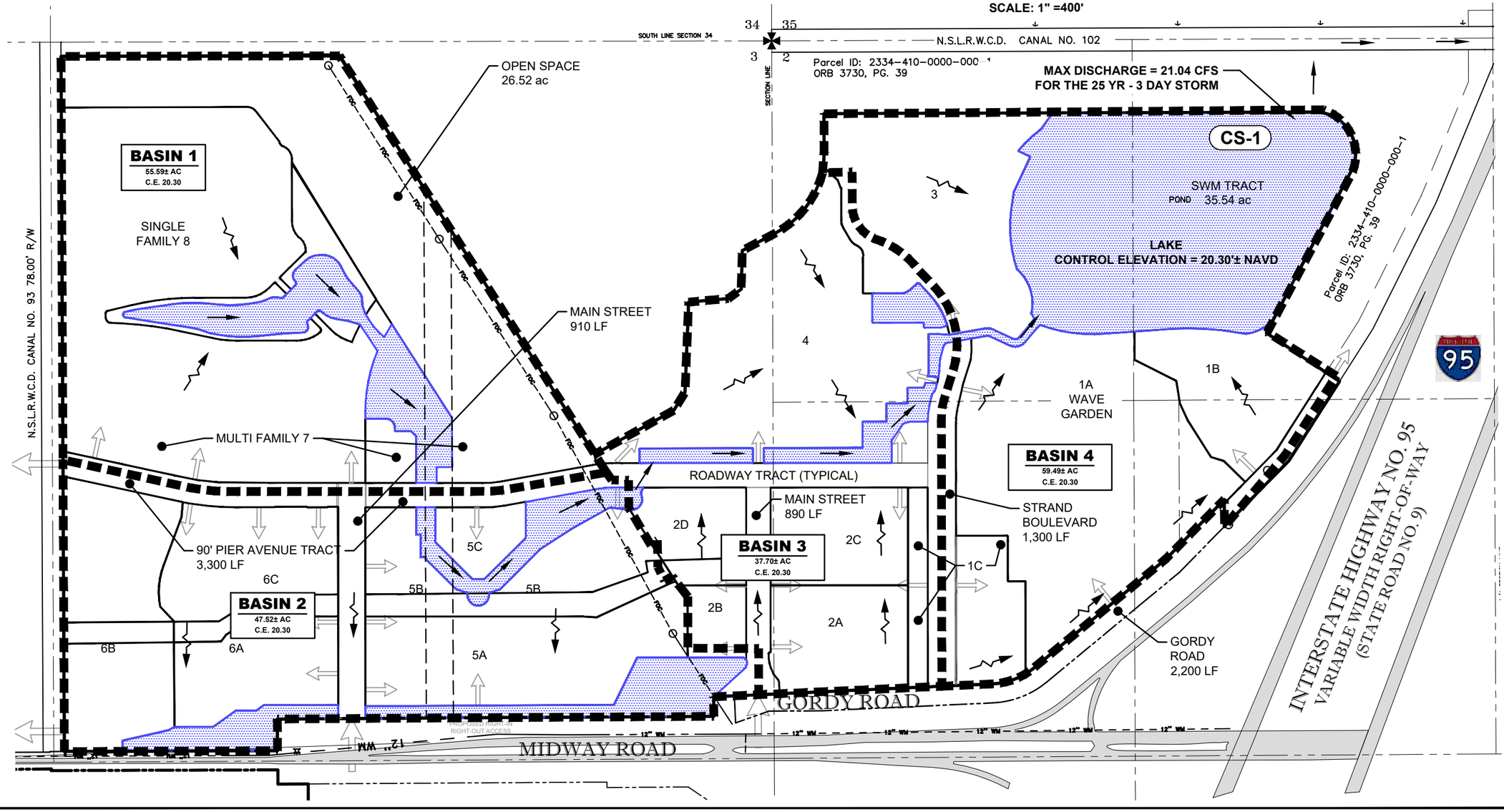
NORTH

200 0 200 400

SCALE: 1" =400'



LOCATION MAP



CAPTEC Engineering, Inc.
Civil Engineering Professionals
• 301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007657

DATE: 03/27/20
DRAWN BY: MDB
DESIGNED BY: SPM
CHECKED BY: JWC
PROJECT No.: 1888
HORZ. SCALE: 1" = 400'
VERT. SCALE: N/A
CADD FILE:

NO.	DATE	BY	REVISIONS

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

KOA BAY CDD
CITY OF FT. PIERCE, FLORIDA
CONCEPTUAL STORMWATER MASTER PLAN

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 1888
SHEET 1 OF 1

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.

LEGEND

C.E. = CONTROL ELEVATION
CS = CONTROL STRUCTURE
8" WM =CONST. WATER MAIN
12" WM =CONST. WATER MAIN
8" FM =CONST. SANITARY SEWER
= DRAINAGE STRUCTURES AND PIPING
= PROPOSED FLOW WAY / LAKE

200 0 200 400

SCALE: 1" =400'

SOUTH LINE SECTION 34
SECTION LINE
34
35
3
2
N.S.L.R.W.C.D. CANAL NO. 102
Parcel ID: 2334-410-0000-000-1
ORB 3730, PG. 39
N.S.L.R.W.C.D. CANAL NO. 93 78.00' R/W
OPEN SPACE
26.52 ac
SINGLE FAMILY 8
CONST. OF LIFT STATTION
MULTI FAMILY 7
MAIN STREET
910 LF
CONST. OF LIFT STATTION
CS-1
SWM TRACT
35.54 ac
LAKE
CONTROL ELEVATION = 20.30'± NAVD
Parcel ID: 2334-410-0000-000-1
ORB 3730, PG. 39
NORTH
1A
WAVE GARDEN
1B
STRAND BOULEVARD
1300 LF
ROADWAY TRACT (TYPICAL)
MAIN STREET
890 LF
PIER AVENUE
3300 LF
CONST. OF LIFT STATTION
CONNECT. TO EX. WM
COMMERCE AVE
2500 LF
CONNECT. TO EX. WM
CONNECT. TO EX. WM
CONNECT. TO EX. FM
CONNECT. TO EX. FM
PROPOSED RIGHT-IN RIGHT-OUT ACCESS
GORDY ROAD
2,200 LF
MIDWAY ROAD
INTERSTATE HIGHWAY NO. 95
VARIABLE WIDTH RIGHT-OF-WAY
(STATE ROAD NO. 9)
95
2A
2B
2C
2D
1C
4
5A
5B
5C
6A
6B
6C
3
12" WM
8" WM
8" FM
ROC

CAPTEC Engineering, Inc.
Civil Engineering Professionals
• 301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007657

DATE: 03/27/20
DRAWN BY: MDB
DESIGNED BY: SPM
CHECKED BY: JWC
PROJECT No.: 1888
HORZ. SCALE: 1" = 400'
VERT. SCALE: N/A
CADD FILE:

NO.	DATE	BY	REVISIONS

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

KOA BAY CDD
CITY OF FT. PIERCE, FLORIDA
CONCEPTUAL UTILITY MASTER PLAN

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 1888
SHEET 1 OF 1

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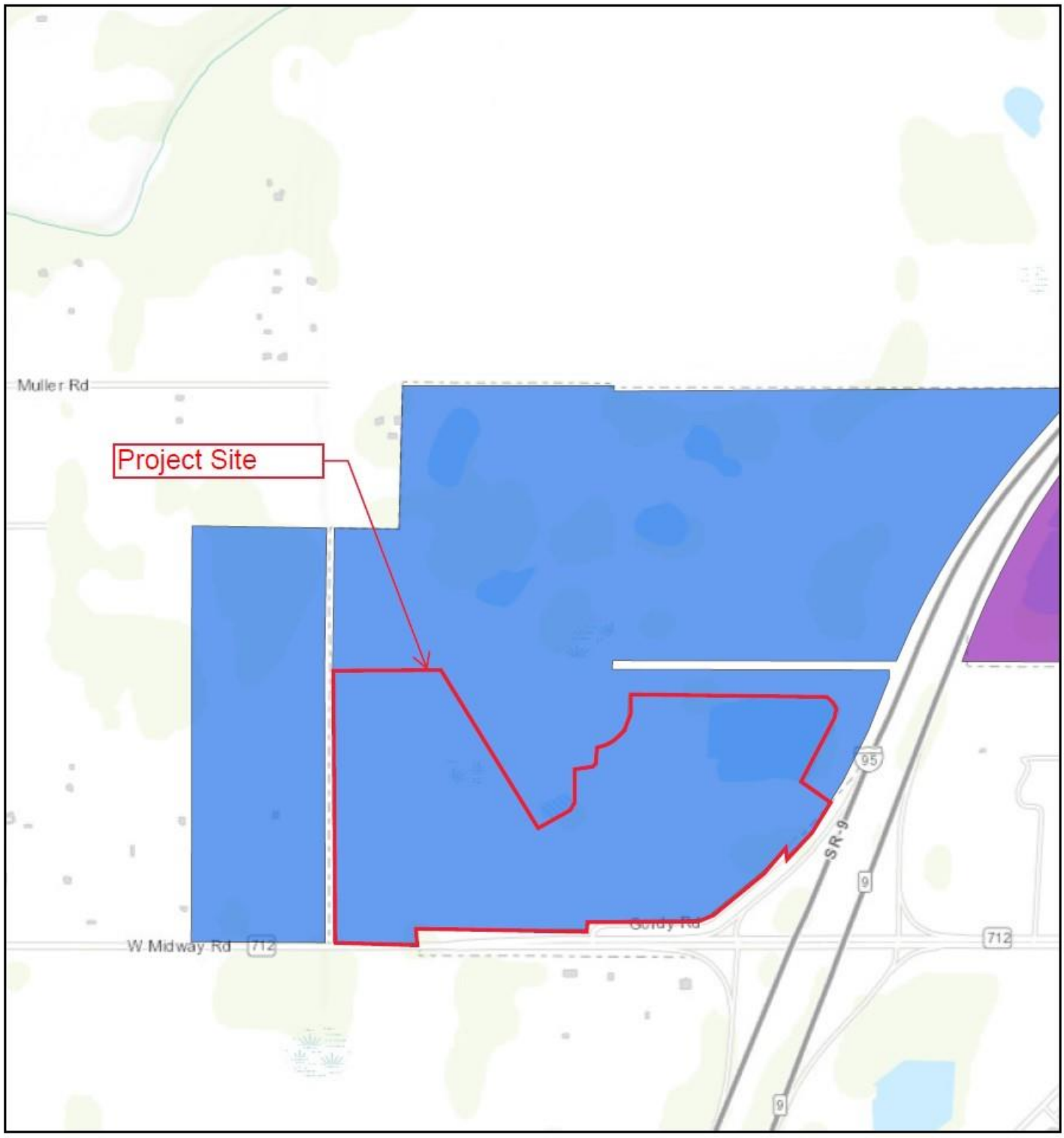
EXHIBIT 5

Koa Bay Community Development District
Proposed Facilities, Estimated Costs and Construction Timeline

PROPOSED FACILITIES & ESTIMATED COSTS				
Improvement	**Estimated Cost**	**Construction Entity**	**Final Owner**	**Maintenance Entity**
Stormwater Management System	$8,444,250	CDD	CDD	CDD
Roadways	$16,210,000	CDD	CDD	CDD
Water & Wastewater Systems	$4,529,110	CDD	CDD	County
Undergrounding of Conduit	$1,500,000	CDD	CDD	CDD
Hardscaping, Landscape, Irrigation	$2,431,500	CDD	CDD	CDD
Offsite Improvements	$4,000,000	CDD	County	County
Professional Services	$3,711,490	N/A	N/A	N/A
10% Contingency	$4,082,600	N/A	N/A	N/A
TOTAL	**$44,909,000**			

Construction Timeline Estimate: 2024 through 2027

EXHIBIT 6



4/16/2024, 3:50:52 PM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Future Land Use

INST, Institutional

MXD, Mixed Use Development

CAPTEC Engineering, Inc.
Civil Engineering Professionals

EXHIBIT 3 – LAND USE MAP
KOA BAY COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 7

KOA BAY
COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

June 18, 2024

Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Koa Bay Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 200.23 +/- acres of land located within the City of Fort Pierce, Florida (the "City") and is projected to contain approximately 1,086 residential dwelling units and 326,150 square feet of retail space, which will make up the Koa Bay development. The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Koa Bay Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned mixed-use development currently anticipated to contain a total of approximately 1,086 residential dwelling units and 326,150 square feet of retail space, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Koa Bay.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (Fort Pierce, according to Census 2020, has a population of 47,297; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned mixed-use development. The development of the approximately 200.23 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 1,086 residential dwelling units and 326,150 square feet of retail space, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking

place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sectorinvestments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also one of a many already existing similar districts in the City. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the services and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance

and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the City and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. The City of Fort Pierce

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of

infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 200.23 +/- acre master planned residential development currently anticipated to contain a total of approximately 1,086 residential dwelling units and 326,150 square feet of retail space, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 3,801 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

The City of Fort Pierce, Florida

The proposed land for the District is located within the City of Fort Pierce, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides

most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Sixth, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district. Finally, the District would not be the first Community Development District located within the City.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately $44,909,000. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments

as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

KOA BAY COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Stormwater Management System	CDD	CDD	CDD
Roadways	CDD	CDD	CDD
Water & Wastewater Systems	CDD	CDD	County
Undergrounding of Conduit	CDD	CDD	CDD
Hardscaping, Landscape, Irrigation	CDD	CDD	CDD
Offsite Improvements	CDD	County	County

Table 2

KOA BAY COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction

CATEGORY	COST
Stormwater Management System	$8,444,250
Roadways	$16,210,000
Water & Wastewater Systems	$4,529,110
Undergrounding of Conduit	$1,500,000
Hardscaping, Landscape, Irrigation	$2,431,500
Offsite Improvements	$4,000,000
Professional Services	$3,711,490
10% Contingency	$4,082,600
Total	**$44,909,000**

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service

benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City of Fort Pierce has a population of 47,297 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" city according to Section 120.52, F.S. It can be reasonably expected that the establishment of a community development district for the Koa Bay development will not produce any marginal effects that would be different from those that would have occurred if the Koa Bay development was developed without a community development district established for it by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Koa Bay Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Koa Bay development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Koa Bay development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, then the residents and landowners of the Koa Bay development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the St. Lucie County's real estate tax bill. Therefore,

the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Koa Bay Community DevelopmentDistrict.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the county after financing

EXHIBIT 8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jonathan T. Johnson of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agent for Koa Bay Development, LLC with regard to all matters regarding the petition to establish a community development district to Koa Bay, Fort Pierce, Florida, pursuant to Chapter 190, Florida Statutes. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

WITNESSES:

Name: Gina DaSilva

Name: Stephen F. Boccarossa

Koa Bay Development, LLC
a Florida Limited Liability Company

Name: Chad P. LaBonte
Title: Manager

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 26 day of February, 2024, by Chad Labonte, as _____ of _____, who is ☐ personally known to me or ☑ produced Driver's License as identification.

(Official Notary Signature & Seal)

Print Name: Gina DaSilva
Notary Public, State of Connecticut

GINA DASILVA
Notary Public, State of Connecticut
My Commission Expires Feb 28, 2025

ST. LUCIE NEWS TRIBUNE

ATTN: DISPLAY ADVERTISING

RE: 24-034 Koa Bay CDD

Run Four Times: Friday, August 9, 2024
Friday, August 16, 2024
Friday, August 23, 2024
Friday, August 30, 2024

SEND PROOF OF PUBLICATION TO: LINDA W. COX, CITY CLERK

NO LESS THAN 2 COLUMNS WIDE BY 10 INCHES LONG. HEADLINE SHALL BE IN A TYPE NO SMALLER THAT 18 POINT. DO NOT PLACE IN THAT PORTION OF THE NEWSPAPER WHERE LEGAL NOTICES AND CLASSIFIED ADS APPEAR

NOTICE OF PUBLIC HEARING
FORT PIERCE CITY COMMISSION
ORDINANCE ESTABLISHING KOA BAY COMMUNITY DEVELOPMENT DISTRICT

The City Commission of the City of Fort Pierce will hold a public hearing on Monday, August 19, 2024 and an adoption public hearing on Tuesday, September 3, 2024 on the enactment of the proposed ordinance in the City Hall Commission Chambers, 100 North U.S. Hwy 1, Fort Pierce, Florida, at their meetings which begin at 5:05 p.m. to consider review and approval of the following:

ORDINANCE NO. 24-034 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE KOA BAY COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS, AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

The ordinance will create the Koa Bay Community Development District (CDD). The proposed CDD is generally located north of W. Midway Road, south of Okeechobee Road, and west of Interstate 95, and contains approximately 200.23+/- acres, as shown on the map below.

The proposed CDD is designed to provide a financing mechanism, as well as a long-term operation and maintenance entity, for community infrastructure and services, including but not limited to, the funding and construction of parks and facilities for indoor and outdoor recreational, cultural and educational uses, and security for the site, including but not limited to guardhouses, fences, gates, etc. as authorized and described by Section 190.012(2), Florida Statutes.

Display Map of Subject Property
****Insert Map Here ****

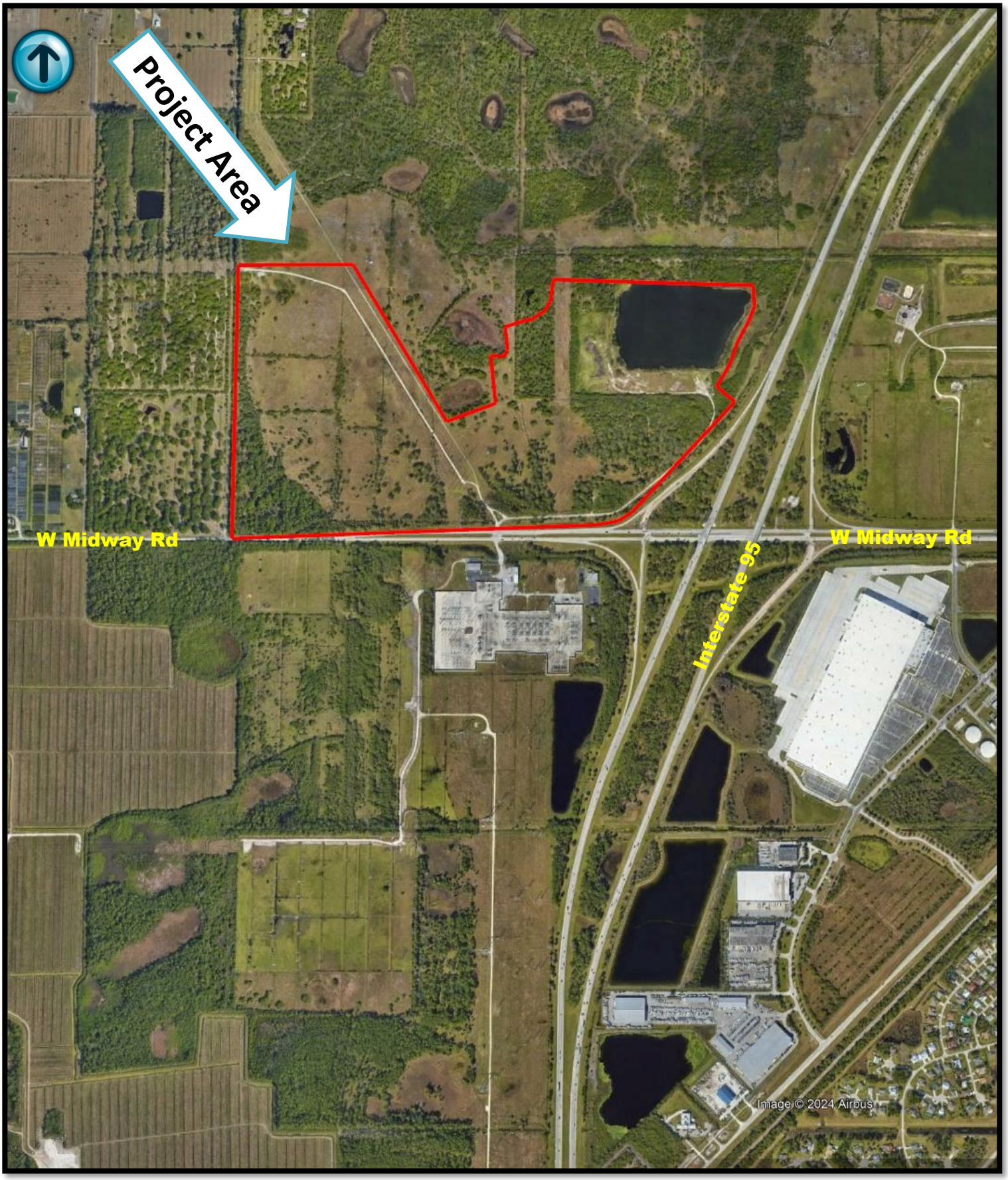
All interested parties may appear at the meetings and be heard with respect to the ordinance. All interested parties may provide written comments to be considered at the meetings with respect to

the ordinance to the City Clerk at lcox@cityoffortpiere.com. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Hwy 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 08.09, 08.16, 08.23, 08.30.2024



CAPTEC Engineering, Inc.
Civil Engineering Professionals

EXHIBIT 2 – LOCATION MAP
KOA BAY COMMUNITY DEVELOPMENT DISTRICT

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: LINDA COX, CITY CLERK

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: PETITION TO ESTABLISH KOA BAY CDD

CAO RLS FILE: RLS 24-278

DATE: JULY 16, 2024

I have reviewed the above Request for Legal Services (RLS) related to the KOA Bay CDD. I have made suggested changes to the Ordinance. I have uploaded the Ordinance in a Track Changes and Clean Copy format.

For the Advertisement, please change "insure" in the second to last paragraph to "ensure".

The dates in both the Ordinance and Advertisement will need to be changed in accordance with the corrected dates.

With the above changes, the Ordinance and Advertisement are approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Linda W. Cox, City Clerk

CC: Sara Hedges, City Attorney
Nick Mimms, City Manager

FROM: Kev Freeman, Planning Director.

SUBJECT: **Koa Bay Community Development District**
Midway Road and I-95

DATE: July 29th, 2024

Thank you for your memo dated July 2, 2024, in respect of the above-mentioned Petition to establish the Koa Bay CDD in accordance with Florida Statutes 190.005(2).

I confirm, from examination of the submittal and approved site development plan, that that the creation of the CDD is not inconsistent with any applicable element or portion of the State comprehensive plan or Comprehensive Plan of the City.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/09/2024, 08/16/2024, 08/23/2024, 08/30/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/30/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$2196.48		
Tax Amount:	$0.00		
Payment Cost:	$2196.48		
Order No:	10391969	# of Copies:	
Customer No:	1126026	1	
PO #:			

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

FORT PIERCE CITY COMMISSION

ORDINANCE ESTABLISHING KOA BAY COMMUNITY DEVELOPMENT DISTRICT

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ORDINANCE NO. 24-034 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE KOA BAY COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS, AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

The ordinance will create the Koa Bay Community Development District (CDD). The proposed CDD is generally located north of W. Midway Road, south of Okeechobee Road, and west of Interstate 95, and contains approximately 200.23+/- acres, as shown on the map below.

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Display Map of Subject Property



All interested parties may appear at the meetings and be heard with respect to the ordinance. All interested parties may provide written comments to be considered at the meetings with respect to the ordinance to the City Clerk at lcox@cityoffortpiere.com. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Hwy 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 08.09, 08.16, 08.23, 08.30.2024

TR-39881770

City Commission Regular Meeting - 5:05 pm **13. e.**

Meeting Date: 09/03/2024

Re: Public Hearing on FY 2025 Millage Rate, Ordinance 24-035

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 24-035 providing for the levying and collecting of taxes for the City of Fort Pierce for Fiscal year beginning October 1, 2024 and Ending September 30, 2025 and adopting the final millage rate of 6.9. FIRST READING

SUMMARY:

In order to levy taxes on property within its jurisdiction, the City must have an ordinance prepared and adopted per the City Charter and Florida Statutes. This ordinance is prepared to comply with statutory requirements by both the City and State.

RECOMMENDATION:

Adopt the millage rate of 6.9000.

ALTERNATIVES:

Decrease the millage rate.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Manager, City Clerk, and City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

OTHER INFORMATION:

Provide for the levying and collection of taxes to support financing the fiscal 2025 operating budget for the General Fund.

Attachments

FY'25 Millage Rate Ordinance

RLS Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/20/2024 10:52 AM

City Manager	Linda Cox	08/20/2024 05:49 PM
Form Started By: Linda Cox		Started On: 07/25/2024 02:49 PM
Final Approval Date: 08/20/2024		

ORDINANCE NO. 24-035

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE **LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025**, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; **ADOPTING THE CITY OF FORT PIERCE 2024-25 FISCAL YEAR FINAL MILLAGE RATE**; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 is hereby levied at the rate of 6.9000 per thousand-dollar valuation for general City purposes; said rate being in excess of the roll-back rate by 7.28%.

SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies a tax of 6.9000 per thousand-dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2024, provided however that such 6.9000 shall not be levied upon property in the City of Fort Pierce exempt under state statute or federal constitution.

SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.

SECTION 4. This ordinance shall be and become effective October 1, 2024.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
Interim-City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-R035 was duly advertised by title only in the St. Lucie News Tribune on August 29, 2024; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 03, 2024; and was duly introduced, read by title only, and passed on second and final reading on September 16, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the day of September 16, 2024.

_____
Linda Hudson,
Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(City Seal)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Megan LeGrand, Executive Assistant, Finance Department

FROM: Sara Hedges, City Attorney SH

RE: FY 2025 Millage Ordinance

CAO RLS FILE: RLS 24-312

DATE: August 2, 2024

I have reviewed the above Request for Legal Services (RLS) regarding review of a draft Ordinance for the Fiscal Year 2024-2025 Millage. The Ordinance is approved as to form and correctness.

Please remember to fill in the Ordinance number and Advertisement date in the last paragraph where the blanks are left prior to presentation to the City Commission for adoption.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm **13. f.**

Meeting Date: 09/03/2024

Re: Public Hearing on FY 2025 Budget, Ordinance 24-036

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 24-036 adopting the final budget for the City of Fort Pierce for fiscal year beginning October 1, 2024 and ending September 30, 2025. FIRST READING

SUMMARY:

Per the City Charter and Florida Statutes, the City must adopt a balanced budget for its FY 2025 operations. This ordinance is prepared to comply with statutory requirements of both the City and State.

RECOMMENDATION:

Adopt the budget as presented

ALTERNATIVES:

If amended, approve the amendments and then adopt the budget.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Manager, City Clerk, and City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

OTHER INFORMATION:

Establishes the fiscal year 2025 operating budget for General Fund.

Attachments

FY 2025 Budget Ordinance

RLS Memo

Exhibit A

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/20/2024 11:12 AM
City Manager	Linda Cox	08/20/2024 05:48 PM

Form Started By: Linda Cox Started On: 07/25/2024 02:50 PM
Final Approval Date: 08/20/2024

ORDINANCE NO. 24-036

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; **ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025;** AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission of Fort Pierce, Florida after having held a public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025, the estimates made by the City Manager of said City presented to the City Commission on September 03, 2024, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.

SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said City, as may be directed from time to time by the City Commission.

SECTION 3. This ordinance shall be and become effective October 1, 2024.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-036 was duly advertised by title only in the St. Lucie News Tribune on August 29, 2024; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 03, 2024; and was duly introduced, read by title only, and passed on second and final reading on September 16, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the day of September , 2024.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(City Seal)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Megan LeGrand, Executive Assistant, Finance Department

FROM: Sara Hedges, City Attorney SH

RE: FY 2025 Budget Ordinance

CAO RLS FILE: RLS 24-311

DATE: August 2, 2024

I have reviewed the above Request for Legal Services (RLS) regarding review of a draft Ordinance for the Fiscal Year 2024-2025 Budget. The Ordinance is approved as to form and correctness.

Please remember to fill in the Ordinance number and Advertisement date in the last paragraph where the blanks are left prior to presentation to the City Commission for adoption.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm


THE SUNRISE CITY
FORT PIERCE
Florida
FORT PIERCE CITY MARINA
WELCOME ANGLERS
FY 2024/25
PROPOSED OPERATING BUDGET
COPYRIGHT KIM SENG | CAPT

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Taxes					
311 010	Current Ad Valorem	$ 19,465,729	$ 22,312,937	$ 27,202,717	$ 30,772,543
311 015	Ad Valorem Adjustment Amount	0	0	(1,360,136)	(1,538,627)
311 020	Delinquent Ad Valorem	24,513	52,630	40,000	40,000
312 410	Local Option Gas Tax	1,378,053	1,346,683	1,380,000	1,400,500
312 420	New Local Option Gas Tax	964,681	1,141,681	975,000	1,100,000
314 100	Public Service Electricity	2,565,567	2,906,753	2,650,000	2,850,000
314 101	Electricity FPL	464,395	559,577	475,000	525,000
315 200	Telecommunications Tax	1,279,478	1,495,303	1,285,000	1,350,000
314 300	Public Service Water	383,573	396,375	375,000	395,000
319 900	Misc. Taxes	923	879	900	900
	Total Taxes	$ 26,526,912	$ 30,212,819	$ 33,023,481	$ 36,895,316
Licenses and Permits					
316 000	Business Tax Receipts	$ 294,465	$ 327,304	$ 325,000	$ 0
316 001	Certificates of Use	0	0	0	325,000
322 910	Planning & Zoning Fees	397,272	129,945	250,000	225,000
322 920	Amendments	52,849	47,339	45,000	45,000
322 930	Sign Fees	5,455	5,060	6,500	5,500
322 940	Miscellaneous	132,130	127,468	130,000	125,000
329 501	Animal Licenses	12,282	9,195	12,000	9,500
329 502	Lot Clearing Permits	5,231	19,679	2,500	7,500
329 503	Demolition Permits	3,072	41,822	0	5,000
329 505	Vendor Permit/Application Fees	350	250	400	350
329 508	Vendor Permit Fees	300	250	400	350
329 599	Other Licenses/Permits	13,731	20,146	15,000	15,000
	Total Licenses and Permits	$ 917,137	$ 728,456	$ 786,800	$ 763,200
Intergovernmental Revenues					
331 50	Disaster Relief/Federal	$ 71,819	$ 159,894	$ 0	$ 0
334 20	Public Safetey, Transportation, other Ste	681,246	22,699	0	0
334 50	Disaster Relief/State	11,970	480	0	0
334 51	American Rescue Plan	0	0	1,000,000	0
335 12	State Revenue Sharing	2,102,740	2,347,309	2,000,000	2,300,000
335 13	Half Cent Sales Tax	2,722,204	2,952,013	2,600,000	2,900,000

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Intergovernmental Revenues contd.					
335 14	Mobile Home License	63,333	66,644	55,000	60,000
335 15	Beverage License	53,767	51,588	55,000	55,000
335 16	Infrastructure Sales Tax	2,644,418	3,090,283	2,650,000	3,000,000
335 17	Casualty Premium Tax	453,086	544,239	455,000	545,000
335 41	Fuel Tax Refund	50,498	54,856	50,000	50,000
338 20	County Shared Occup. License	56,039	66,717	55,000	60,000
339 10	Payments in Lieu of Tax-Hsg Auth	33,706	37,308	34,000	34,500
	Total Intergovernmental Rev.	$ 8,944,827	$ 9,394,032	$ 8,954,000	$ 9,004,500
Charges for Services					
341 30	Sale Maps and Publications	$ 50	$ 0	$ 50	$ 50
341 40	Certified Copying & Rec Search	69,600	64,683	55,000	60,000
341 41	Reproduction-City Hall	9,056	7,390	9,500	9,500
341 42	Application Fee	23,291	22,376	20,000	20,000
341 90	Investigative Surcharge	25,129	26,315	30,000	25,000
341 91	Jury Duty and Fees	640	0	100	100
341 92	Qualifying Fees	1,065	550	0	500
343 91	Lot Clearing-Admin. Charge	22,418	37,090	15,000	25,000
343 92	Rotation Towing-Admin. Charge	31,750	31,675	30,000	30,000
344 50	Parking Fines	102,583	71,347	75,000	75,000
344 51	Traffic Fines	31,193	48,217	32,000	35,000
345 90	Vacation Rental	148,557	160,015	75,000	100,000
347 40	Community Center/Bus. Social	106,848	122,039	100,000	115,000
347 42	Comm. Center Special Events	28,949	29,745	30,000	30,000
347 44	Comm. Center Rental Fees	28,170	35,098	30,000	35,000
347 48	Comm. Center Events	15,065	16,988	15,000	16,500
347 49	Comm. Center Insurance & Other	11,600	14,025	7,500	12,000
347 92	Youth Activity Funds	90,922	62,230	70,000	70,000
	Total Charges for Services	$ 746,885	$ 749,783	$ 594,150	$ 658,650
Fines and Forfeitures					
351 10	Court Fines	$ 2,442	$ 5,411	$ 2,500	$ 2,500
351 30	Police Education	5,485	6,510	6,000	5,500
354 10	Alarm Permit Violations	151,675	170,950	140,000	150,000

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Fines and Forfeitures contd.					
354 20	License Penalties	5,847	9,909	9,000	9,000
354 30	Animal Control	8,716	2,772	7,500	7,500
354 50	Property Code Violations	68,318	156,094	100,000	100,000
	Total Fines & Forfeitures	$ 242,484	$ 351,644	$ 265,000	$ 274,500
Miscellaneous Revenues					
361 10	Interest on Investments	$ 1,252	$ 9,684	$ 15,000	$ 15,000
361 33	Other Interest Earnings	1,386	6,571	3,500	3,500
362 13	Rent - Little Jim	27,882	29,810	28,000	29,000
362 14	Rent - Old City Hall/Sunrise Center	42,716	45,000	45,000	45,000
362 15	Misc. Rental	3,310	2,782	3,000	3,000
325 210	Liens	75,439	321,592	75,000	75,000
325 220	Demolition Liens	15,546	6,993	0	5,000
325 230	Lot Clearing	57,352	58,968	40,000	50,000
325 240	Interest on Assessments	55	482	75	100
325 250	Emergency Repair Liens	3,347	(19,343)	6,000	6,000
364 41	Sale of Surplus Equipment	37,142	23,345	30,000	30,000
365 10	Sale of Scrap	0	0	0	0
366 90	Other Contributions/Donations	8,846	22,184	500	500
367 00	Gain/Loss on Sale of Investments	(5039)	487	0	0
369 31	Reimbursement of Expenditures	469,296	252,609	275,000	275,000
369 32	Purchasing Card Rebate	39,885	48,443	50,000	50,000
369 34	Wellness Program	20,000	2,738	1,700	19,200
	Reimbursement Contractual Services				
369 43	Community Dev. Block Grant	0	0	0	0
369 45	Stormwater	383,043	334,477	700,000	700,000
369 46	Golf Course	33,000	33,000	33,000	33,000
369 47	Sunrise Theatre	33,000	33,000	33,000	0
369 49	Accidents	0	0	0	0
369 50	Other Misc Revenues	19,967	94,000	3,000	25,000

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Miscellaneous Revenues contd.					
	Administrative Reimbursement				
369 51	Ft. Pierce Redevelopment Agcy	175,000	175,000	175,000	181,000
369 52	Marina	48,750	45,000	45,000	46,350
369 53	Solid Waste	80,000	80,000	80,000	82,400
369 55	Retirement & Benefit System	180,000	189,000	207,900	227,000
369 59	Police Department/Detail Work	94,792	87,570	70,000	190,000
369 61	Building Department	275,000	300,000	300,000	310,000
	Other Miscellaneous Reimbursements				
369 57	St. Lucie County	15,752	0	147,000	75,000
369 60	State of Florida	529,227	608,940	560,000	575,000
369 71	Keep Ft. Pierce Beautiful	0	0	15,000	0
369 85	Settlement of Claims	77,623	279,161	50,000	75,000
369 90	Other Misc. Revenues	65,987	80,374	10,000	75,000
	Total Miscellaneous Revenues	$ 2,809,556	$ 3,151,865	$ 3,001,675	$ 3,201,050
Interfund Transfers					
381 23	Special Revenue Fund	$ 0	$ 0	$ 0	$ 0
381 89	Restricted Fund	2,830,767	436,476	250,000	250,000
381 91	FPRA	3,318,097	2,384,248	3,852,365	5,442,950
381 94	Solid Waste	80,000	38,055	0	0
381 95	Building	7,331	4,455	0	0
	Total Interfund Transfers	$ 6,236,195	$ 2,863,234	$ 4,102,365	$ 5,692,950
Contribution from Enterprise Funds					
382 10	Electricity	$ 4,146,534	$ 4,297,058	$ 4,784,328	$ 4,698,480
382 20	Water	1,166,328	1,257,407	1,657,800	1,659,798
382 30	Gas	283,326	300,259	343,176	343,542
382 40	Sewer	851,580	903,607	1,195,164	1,300,518
382 41	UA Other	76,640	90	4,500	600
382 50	Solid Waste Transfer	930,713	700,000	500,000	500,000
382 55	Golf Course Transfer	0	0	0	0
382 60	Marina Transfer	250,000	275,000	275,000	275,000
	Total Contribution from Enterprise	$ 7,705,121	$ 7,733,421	$ 8,759,968	$ 8,777,938

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Installment Purchases					
383 00	Loan Proceeds	$ 0	$ 0	$ 0	$ 0
383 10	Capital Lease Proceeds	0	0	0	0
	Total Installment Purchases	$ 0	$ 0	$ 0	$ 0
	Total Revenue	$ 54,129,117	$ 55,185,254	$ 59,487,439	$ 65,268,104
	Appropriated Fund Balance	0	0	0	
	Restricted Revenue	(400,000)	(400,000)	(600,000)	(600,000)
	Unrestricted Fund Balance	(1,626,067)	(1,324,555)	0	0
TOTAL GENERAL FUND RESOURCES		**$ 52,103,050**	**$ 53,460,699**	**$ 58,887,439**	**$ 64,668,104**

Budget for Fiscal Year 2024/25

PERSONNEL SERVICES COST BY DEPARTMENT/DIVISION

	Department/Division	2023 Funded Positions	2024 Funded Positions	Salaries	Overtime	FICA	Retirement	Life/Health Insurance	Dental Insurance	Workers' Comp	Total
General Fund											
10 00	City Commission	5	5	$165,360	$0	$14,716	$23,175	$62,270	$1,966	$182	$267,669
13 00	City Manager	7	8	735,110	0	56,649	99,015	100,632	4,763	809	996,978
14 00	City Attorney	5	6	677,174	0	52,217	135,464	61,191	2,512	651	929,207
16 00	City Clerk	5	5	344,844	0	26,794	64,038	57,172	3,027	379	496,254
22 00	Human Resources	5	6	479,318	0	36,668	89,009	67,370	2,985	527	675,878
24 00	Finance	11	11	869,854	6,000	67,416	116,951	138,911	6,710	963	1,206,805
25 00	Information Technology	13	13	1,180,104	15,000	91,839	221,931	170,668	7,821	1,315	1,688,678
26 00	Purchasing	4	4	265,727	0	20,328	49,346	30,693	1,256	292	367,642
29 01	Planning	7	7	574,482	0	44,361	106,681	84,262	3,640	632	814,057
29 03	Code Enforcement	14	15	848,152	10,000	66,062	159,359	160,010	6,862	14,400	1,264,844
30 00	Police (Combined)	174	176	12,600,723	600,000	1,009,855	2,189,349	2,118,732	93,971	310,147	18,922,779
40 00	Public Works (Combined)	66	66	3,401,379	79,000	266,249	563,080	754,543	36,631	132,329	5,233,211
44 00	Engineering	10	10	832,629	5,000	64,079	132,560	129,393	5,573	19,010	1,188,244
45 04	Leisure Services	6	7	360,256	0	27,560	57,657	76,160	2,801	3,540	527,973
60 00	Administrative	0	0	0	0	0	0	225,000	0	0	225,000
	General Fund Total	**332**	**339**	**$23,335,113**	**$715,000**	**$1,844,791**	**$4,007,614**	**$4,237,006**	**$180,518**	**$485,176**	**$34,805,219**
Enterprise & Special Revenue Funds											
29 02	Building Inspections	29	34	1,991,133	30,000	155,030	375,324	356,619	15,208	35,669	2,958,983
30 05	Police Grants	4	6	259,944	0	19,886	48,272	46,820	1,902	286	377,109
30 07	Police Grants/FPRA	5	10	625,793	10,000	48,638	113,849	74,232	5,184	16,721	894,418
40 07	Animal Shelter	12	16	600,974	0	45,975	111,601	108,050	5,030	8,123	879,753
41 00	Marina	11	11	592,424	5,000	46,116	100,600	100,829	4,419	15,012	864,399
42 00	Solid Waste	43	43	2,454,472	50,000	192,418	398,042	469,583	22,235	101,274	3,688,025
45 00	Golf Course	4	4	290,531	0	22,226	53,952	36,621	2,202	7,873	413,404
46 00	Sunrise Theatre	5	3	212,302	0	16,241	39,424	19,916	835	234	288,952
90 00	CDBG	5	5	341,781	0	26,184	63,562	36,719	2,440	377	471,062
94 00	FPRA	0	0	0	0	0	0	0	0	0	0
	Enterprise Funds Total	**118**	**132**	**7,369,354**	**95,000**	**572,714**	**1,304,625**	**1,249,389**	**59,455**	**185,569**	**10,836,106**
	TOTAL ALL FUNDS	**450**	**471**	**$30,704,467**	**$810,000**	**$2,417,505**	**$5,312,239**	**$5,486,395**	**$239,974**	**$670,745**	**$45,641,325**

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
City Commission					
10 00	Personnel Services	$ 211,213	$ 247,792	$ 263,410	$ 267,669
	Operating Expense	42,728	50,409	56,304	52,745
	Capital Outlay	2,537	2,927	0	0
		$ 256,478	$ 301,128	$ 319,714	$ 320,414
City Manager					
13 00	Personnel Services	$ 912,906	$ 941,376	$ 881,245	$ 996,978
	Operating Expense	40,226	50,244	61,500	53,350
	Capital Outlay	0	0	0	0
		$ 953,132	$ 991,620	$ 942,745	$ 1,050,328
City Attorney					
14 00	Personnel Services	$ 441,311	$ 672,607	$ 726,183	$ 929,207
	Operating Expense	71,444	56,944	132,600	113,440
	Capital Outlay	665	0	0	0
		$ 513,420	$ 729,551	$ 858,783	$ 1,042,647
City Clerk					
16 00	Personnel Services	$ 355,002	$ 428,590	$ 465,917	$ 496,254
	Operating Expense	88,377	47,255	44,890	53,890
	Capital Outlay	0	0	0	0
		$ 443,379	$ 475,845	$ 510,807	$ 550,144

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Human Resources					
22 00	Personnel Services	$ 465,921	$ 520,269	$ 465,056	$ 675,878
	Operating Expense	62,651	108,443	83,350	79,100
	Capital Outlay	574	2,627	0	0
		$ 529,146	$ 631,339	$ 548,406	$ 754,978
Finance					
24 00	Personnel Services	$ 914,524	$ 1,023,228	$ 1,179,854	$ 1,206,805
	Operating Expense	91,629	65,546	63,400	65,500
	Capital Outlay	6,950	0	0	0
		$ 1,013,103	$ 1,088,774	$ 1,243,254	$ 1,272,305
Information Technology					
25 00	Personnel Services	$ 806,289	$ 853,127	$ 1,453,364	$ 1,688,678
	Operating Expense	934,373	769,569	1,204,875	1,474,875
	Capital Outlay	6,440	93,705	5,000	80,000
		$ 1,747,102	$ 1,716,401	$ 2,663,239	$ 3,243,553
Purchasing					
26 00	Personnel Services	$ 320,001	$ 337,528	$ 345,552	$ 367,642
	Operating Expense	13,614	25,409	30,550	26,750
	Capital Outlay	0	3,391	0	0
		$ 333,615	$ 366,328	$ 376,102	$ 394,392
Planning					
29 01	Personnel Services	$ 513,879	$ 677,672	$ 752,629	$ 814,057
	Operating Expense	94,271	56,117	112,900	106,900
	Capital Outlay	0	1,390	2,500	0
		$ 608,150	$ 735,178	$ 868,029	$ 920,957

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Community Response/Code Enforcement					
29 03	Personnel Services	$ 914,760	$ 1,093,205	$ 1,104,464	$ 1,264,844
	Operating Expense	646,581	435,118	441,400	421,400
	Capital Outlay	16,665	3,706	0	0
		$ 1,578,006	$ 1,532,029	$ 1,545,864	$ 1,686,244
Police					
Combined	Personnel Services	$ 14,550,659	$ 16,028,716	$ 17,340,525	$ 18,922,779
	Operating Expense	3,012,975	1,758,404	1,802,750	2,000,000
	Capital Outlay	1,414,131	95,569	0	0
		$ 18,977,765	$ 17,882,689	$ 19,143,275	$ 20,922,779
Public Works/Director					
40 02	Personnel Services	$ 65,023	$ 74,035	$ 76,021	$ 81,265
	Operating Expense	91,096	104,635	91,160	25,000
	Capital Outlay	553	5,796	0	0
		$ 156,672	$ 184,466	$ 167,181	$ 106,265
Public Works/Fleet Maintenance					
40 03	Personnel Services	$ 683,300	$ 720,817	$ 854,915	$ 900,359
	Operating Expense	66,431	111,680	42,350	48,200
	Capital Outlay	0	695	0	0
		$ 749,731	$ 833,192	$ 897,265	$ 948,559
Public Works/Facilities Maintenance					
40 04	Personnel Services	$ 804,552	$ 913,680	$ 900,470	$ 968,485
	Operating Expense	639,096	655,752	532,500	533,500
	Capital Outlay	25,471	3,425	0	0
		$ 1,469,119	$ 1,572,857	$ 1,432,970	$ 1,501,985

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Public Works/Parks & Grounds					
40 05	Personnel Services	$ 1,710,278	$ 1,807,379	$ 1,743,876	$ 1,856,259
	Operating Expense	1,104,788	1,011,049	926,500	926,500
	Capital Outlay	0	15,882	0	0
		$ 2,815,066	$ 2,834,311	$ 2,670,376	$ 2,782,759
Public Works/Streets & Drainage					
40 06	Personnel Services	$ 1,193,772	$ 1,367,146	$ 1,376,655	$ 1,426,843
	Operating Expense	1,215,722	1,346,483	1,240,000	1,350,000
	Capital Outlay	0	0	0	0
		$ 2,409,494	$ 2,713,628	$ 2,616,655	$ 2,776,843
Engineering					
44 00	Personnel Services	$ 902,980	$ 1,096,256	$ 1,169,494	$ 1,188,244
	Operating Expense	339,250	401,468	538,570	589,150
	Capital Outlay	0	0	0	0
		$ 1,242,230	$ 1,497,724	$ 1,708,064	$ 1,777,394
Riverwalk Center					
45 04	Personnel Services	$ 210,404	$ 225,585	$ 372,487	$ 527,973
	Operating Expense	298,076	237,475	253,850	246,850
	Capital Outlay	0	0	0	0
		$ 508,480	$ 463,060	$ 626,337	$ 774,823

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Administrative					
60 00	Personnel Services	$ 656,037	$ 771,707	$ 555,800	$ 770,000
	Operating Expense	6,257,819	7,249,876	9,109,527	9,988,205
	Capital Outlay	2,784,693	3,563,596	3,975,000	4,250,000
	Grants and Aid	315,183	234,633	448,000	573,000
	Non-Oper. Transfer	5,785,229	5,090,767	5,660,044	6,259,530
		$ 15,798,961	$ 16,910,579	$ 19,748,371	$ 21,840,735
All Departments					
	Personnel Services	$ 26,632,812	$ 29,800,713	$ 32,027,919	$ 35,350,219
	Operating Expense	15,111,146	14,541,877	16,768,976	18,155,355
	Capital Outlay	4,258,679	3,792,709	3,982,500	4,330,000
	Grants and Aid	315,183	234,633	448,000	573,000
	Non-Oper. Transfer	5,785,229	5,090,767	5,660,044	6,259,530
TOTAL GENERAL FUND EXPENDITURES		**$ 52,103,050**	**$ 53,460,699**	**$ 58,887,439**	**$ 64,668,104**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Commission
Fund/Division Number: 1000	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Mayor/Commissioner	1	1	1	1
Commissioners	4	4	4	4
Total Budgeted Staffing Level	5	5	5	5

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages-Mayor	$ 36,301	$ 37,697	$ 40,560	$ 40,560
1010	Salaries and Wages-Commissioners	103,499	115,538	124,800	124,800
1030	Accrued Compensation	0	0	0	0
2010	FICA	11,506	12,307	14,716	14,716
2020	Retirement Contributions	17,756	22,145	21,915	23,175
2030	Life & Health Insurance	39,801	58,086	59,384	62,270
2035	Dental Insurance	2,022	1,719	1,788	1,966
2040	Workers' Compensation	329	299	248	182
	Total Personnel Services	$ 211,213	$ 247,792	$ 263,410	$ 267,669
Operating Expense					
4010	Car Allowance	$ 19,950	$ 27,295	$ 27,000	$ 27,000
4030	Conferences	9,848	11,601	15,000	20,000
4110	Communications	7,739	7,945	9,000	0
4120	Freight and Postage	26	5	100	100
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	59	200
4810	Advertising	0	674	1,695	1,695
4990	Miscellaneous Expense	939	814	1,500	1,500
5110	Office Supplies	1,520	1,120	500	500
5150	Miscellaneous Equipment	214	149	0	0
5250	Uniforms	721	0	750	750
5410	Books, Pubs, Subscriptions & Mbrshp	1,771	806	700	1,000
	Total Operating Expense	$ 42,728	$ 50,409	$ 56,304	$ 52,745
Capital Outlay					
6410	Office Equipment & Machinery	$ 2,537	$ 2,927	$ 0	$ 0
	Total Capital Outlay	$ 2,537	$ 2,927	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 256,478**	**$ 301,128**	**$ 319,714**	**$ 320,414**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Manager
Fund/Division Number: 1300	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
City Manager	1	1	1	1
Executive Assist/City Manager	1	1	1	1
Special Projects Coordinator	1	1	1	1
CRA Administrator	0	0	0	1
Redevelopment Specialist	0	2	2	3
Redevelopment Assistant	0	0	1	1
Economic Development Manager	1	1	1	0
Administrative Assistant	1	1	0	0
Communication & Marketing Manager	1	0	0	0
Risk Management Admin. Specialist	1	0	0	0
Risk Manager	1	0	0	0
Marketing Specialist	1	0	0	0
Total Budgeted Staffing Level	9	7	7	8

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 616,840	$ 608,327	$ 650,133	$ 723,110
1030	Accrued Compensation	41,856	94,811	7,500	12,000
1040	Overtime	1,193	2,557	0	0
2010	FICA Taxes	47,318	47,004	50,722	56,649
2020	Retirement Contributions	109,653	100,225	81,712	99,015
2030	Life & Health Insurance	89,944	83,365	86,241	100,632
2035	Dental Insurance	4,765	3,833	3,950	4,763
2040	Workers' Compensation	1,337	1,254	986	809
	Total Personnel Services	$ 912,906	$ 941,376	$ 881,245	$ 996,978
Operating Expense					
3495	Temporary Employee Services	$ 0	$ 0	$ 0	$ 0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	7,206	10,442	10,000	12,000
4030	Conferences	0	0	0	0
4110	Communications	10,914	13,621	11,000	0
4120	Freight and Postage	339	423	600	600
4410	Equipment Rental	3,289	4,341	5,000	5,000
4420	Vehicle	0	0	0	0
4650	Repairs & Maint. Service/Vehicle	0	0	0	0
4651	Vehicle Parts	117	0	250	350
4660	Equipment Maintenance	0	0	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	City Manager		
Fund/Division Number: 1300		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4675	Software Maintenance	0	0	2,500	2,500
4720	Outside Printing	821	1,355	3,000	3,000
4810	Advertising	2,760	139	5,000	4,000
4990	Miscellaneous Expense	2,654	4,340	5,500	6,000
5110	Office Supplies	2,791	2,886	5,000	5,500
5120	EDP Supplies	0	153	0	0
5150	Misc. Equipment Expense	200	945	0	0
5210	Gas & Oil	506	696	950	1,200
5250	Uniforms	677	327	800	800
5410	Books, Pubs, Subscriptions & Mbrshp	3,751	5,177	6,000	6,500
	Total Operating Expense	$ 40,226	$ 50,244	$ 61,500	$ 53,350
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 953,132**	**$ 991,620**	**$ 942,745**	**$ 1,050,328**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Attorney
Fund/Division Number: 1400	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
City Attorney	1	1	1	1
Asst. City Attorney	1	1	1	2
Legal Assistant/Paralegal	1	1	1	1
Risk Manager	0	1	1	1
Risk Management Admin. Specialist	0	1	1	1
Total Budgeted Staffing Level	3	5	5	6

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 324,082	$ 484,085	$ 528,837	$ 674,174
1030	Accrued Compensation	0	15,923	2,000	3,000
1040	Overtime	0	264	0	0
2010	FICA Taxes	24,352	36,336	41,022	52,217
2020	Retirement Contributions	55,632	78,967	93,215	125,751
2026	Retirement Contributions/ICMA	0	0	0	9,712
2030	Life & Health Insurance	34,432	53,803	57,710	61,191
2035	Dental Insurance	2,255	2,596	2,761	2,512
2040	Workers' Compensation	558	633	637	651
	Total Personnel Services	$ 441,311	$ 672,607	$ 726,183	$ 929,207
Operating Expense					
3100	Professional Services	$ 0	$ 0	$ 0	$ 0
3120	Legal Fees	0	0	0	0
3121	Legal Fees-Civil Service/HR	0	0	0	0
3125	Trial Extra Ordinary Services	0	0	0	0
3135	Outside Labor Attorney	0	0	0	0
3136	Outside Attorney/Consultants	43,675	26,957	100,000	50,000
3490	Contractual Fees	343	0	0	0
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	4,200	4,703	5,400	5,400
4020	Travel & Education	3,252	3,335	2,500	5,000
4030	Conferences	2,084	3,472	3,500	5,000
4110	Communications	5,213	8,093	6,000	0
4120	Freight and Postage	75	51	100	100
4410	Equipment Rental	288	1,023	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	City Attorney		
Fund/Division Number: 1400		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	2,812	2,114	2,500	2,500
4720	Outside Printing	0	0	100	100
4810	Advertising	243	0	0	0
4947	Wellness	0	0	0	32,840
4990	Miscellaneous Expense	661	283	1,000	1,000
5110	Office Supplies	500	970	2,500	2,500
5120	EDP Supplies	0	0	0	0
5150	Miscellaneous Equipment	0	0	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	8,097	5,945	9,000	9,000
	Total Operating Expense	$ 71,444	$ 56,944	$ 132,600	$ 113,440
Capital Outlay					
6410	Office Equipment & Machinery	$ 665	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 665	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 513,420**	**$ 729,551**	**$ 858,783**	**$ 1,042,647**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Clerk
Fund/Division Number: 1600	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
City Clerk	1	1	1	1
Deputy City Clerk/Permit Specialist	3	3	3	3
Records Management Coordinator	0	1	1	1
Total Budgeted Staffing Level	4	5	5	5

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 251,285	$ 297,513	$ 323,145	$ 342,844
1030	Accrued Compensation	2,571	2,700	2,500	2,000
1040	Overtime	0	0	0	0
2010	FICA Taxes	19,357	22,616	25,325	26,794
2020	Retirement Contributions	43,560	51,430	57,183	64,038
2030	Life & Health Insurance	35,682	51,239	54,524	57,172
2035	Dental Insurance	1,974	2,539	2,752	3,027
2040	Workers' Compensation	573	554	488	379
	Total Personnel Services	$ 355,002	$ 428,590	$ 465,917	$ 496,254
Operating Expense					
3480	Election Fees	$ 32,360	$ 0	$ 500	$ 500
3490	Contractual Fees	441	884	4,750	4,750
3495	Temporary Employee Svcs.	15,207	0	0	0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	5,636	9,699	6,000	12,000
4110	Communications	3,675	5,378	4,620	4,620
4120	Freight and Postage	3,178	3,290	3,000	3,000
4410	Equipment Rental	3,582	3,114	3,590	3,590
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	500	500	500
4720	Outside Printing	0	297	400	400
4810	Advertising	995	710	1,350	1,350

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	City Clerk		
Fund/Division Number: 1600		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4960	Administrative Charges	11,780	13,790	12,000	15,000
4990	Miscellaneous Expenses	0	0	0	0
5110	Office Supplies	2,448	2,160	1,400	1,400
5120	EDP Supplies	39	219	500	500
5150	Misc. Equipment Expense	0	250	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	4,834	1,565	880	880
	Total Operating Expense	$ 88,377	$ 47,255	$ 44,890	$ 53,890
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 443,379**	**$ 475,845**	**$ 510,807**	**$ 550,144**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Human Resources
Fund/Division Number: 2200	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Human Resources Manager	1	1	1	1
Human Resources Coordinator	1	1	1	1
Human Resources Employee Relations Specialist	0	0	0	1
Human Resources information System Specialist	0	0	0	1
Human Resources Specialist	0	0	0	1
Human Resources Assistant	0	0	0	1
Human Resources Generalist	1	1	1	0
Human Resources Technician	1	1	1	0
Switchboard Operator	1	1	1	0
Total Budgeted Staffing Level	5	5	5	6

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 333,134	$ 353,168	$ 335,321	$ 471,818
1030	Accrued Compensation	5,178	0	3,000	7,500
1040	Overtime	53	30,926	0	0
2010	FICA Taxes	25,303	29,056	26,295	36,668
2020	Retirement Contributions	45,117	45,268	43,072	89,009
2030	Life & Health Insurance	53,698	58,621	54,524	67,370
2035	Dental Insurance	2,771	2,563	2,337	2,985
2040	Workers' Compensation	667	668	507	527
	Total Personnel Services	$ 465,921	$ 520,269	$ 465,056	$ 675,878
Operating Expense					
3120	Legal Fees	$ 0	$ 2,355	$ 12,500	$ 12,500
3180	Medical Services	21,880	33,265	30,000	25,000
3190	Consultant Fees	1,708	1,225	5,000	6,000
3490	Misc. Contractual Fees	0	0	500	5,500
3495	Temporary Employee Svcs.	270	26,725	0	0
4010	Car Allowance	4,200	4,950	0	0
4020	Travel and Education	2,030	7,438	10,000	10,000
4110	Communications	2,827	4,285	5,000	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Human Resources		
Fund/Division Number: 2200		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4120	Freight and Postage	26	16	500	500
4410	Equipment Rental	6,960	4,471	4,000	4,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	19	0	0
4720	Outside Printing	1,488	994	100	100
4810	Advertising	0	3,539	500	500
4850	Service Awards	6,396	5,669	5,000	5,000
4990	Miscellaneous Expenses	4,695	3,288	2,000	2,000
5110	Office Supplies	4,368	7,094	3,000	3,000
5120	EDP Supplies	43	389	500	500
5150	Misc. Equipment Expense	0	206	500	500
5210	Gas & Oil	538	370	250	0
5410	Books,Pubs,Subscriptions & Mbrshp	5,222	2,146	4,000	4,000
	Total Operating Expense	$ 62,651	$ 108,443	$ 83,350	$ 79,100
Capital Outlay					
6410	Office Equip & Machinery	$ 574	$ 2,627	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 574	$ 2,627	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 529,146**	**$ 631,339**	**$ 548,406**	**$ 754,978**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Finance
Fund/Division Number: 2400	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Director of Finance	1	1	1	1
Chief Accountant	1	1	1	1
Accountant	1	1	1	1
Senior Accounting Analyst II	4	4	4	4
Payroll & Benefits Coordinator	1	1	1	1
Pension Analyst	1	1	1	1
Executive Assistant	1	1	1	1
Budget Analyst	0	0	1	1
Total Budgeted Staffing Level	10	10	11	11

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 648,417	$ 719,970	$ 836,618	$ 856,854
1030	Accrued Compensation	6,152	6,087	13,000	13,000
1040	Overtime	2,689	9,030	6,000	6,000
2010	FICA Taxes	48,742	54,946	65,868	67,416
2020	Retirement Contributions	104,228	116,789	127,608	116,951
2030	Life & Health Insurance	96,691	109,264	123,367	138,911
2035	Dental Insurance	6,156	5,731	6,109	6,710
2040	Workers' Compensation	1,450	1,411	1,284	963
	Total Personnel Services	$ 914,524	$ 1,023,228	$ 1,179,854	$ 1,206,805
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 514	$ 0	$ 0
3495	Temporary Employee Svcs.	38,406	0	0	0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	11,128	14,979	13,000	15,000
4110	Communications	8,632	12,842	9,000	0
4120	Freight and Postage	2,327	2,713	3,000	3,000
4660	Equipment Maintenance	0	0	3,000	3,000
4675	Software Maintenance	0	0	0	0
4720	Outside Printing	997	0	1,500	1,500
4810	Advertising	2,079	3,034	2,000	3,100
4960	Administrative Charges	9,892	10,428	10,000	15,000
4990	Miscellaneous Expenses	3,136	5,296	5,000	5,000

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Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Finance		
Fund/Division Number: 2400		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, contd.					
5110	Office Supplies	5,007	2,657	5,000	5,000
5120	EDP Supplies	3,955	3,305	5,000	5,000
5410	Books,Pubs,Subscriptions & Mbrshp	1,870	4,380	1,500	4,500
	Total Operating Expense	$ 91,629	$ 65,546	$ 63,400	$ 65,500
Capital Outlay					
6410	Office Equipment & Machinery	$ 6,950	$ 0	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 6,950	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,013,103**	**$ 1,088,774**	**$ 1,243,254**	**$ 1,272,305**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Information Technology
Fund/Division Number: 2500	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Deputy City Manager/Dir. of Admin. Services	0	0	1	1
Executive Assistant	0	0	1	1
GIS Division Manager	0	0	1	1
GIS Analyst II	1	1	1	1
IT Communications & Marketing Div. Manager	0	0	1	1
IT Media Specialist	1	1	1	1
IT Support Division Manager	0	0	0	1
Systems Analyst II	1	1	1	2
Systems Analyst I	1	2	2	2
ERP Business Systems Administrator	0	1	1	1
ERP Business Systems Analyst	1	1	1	1
Network Administrator	0	1	1	0
IT Communications Specialist	1	1	0	0
Administrative Assistant	1	1	0	0
IT Director	1	1	0	0
GIS Analyst I	1	1	1	0
Total Budgeted Staffing Level	9	12	13	13

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 518,717	$ 553,332	$ 995,092	$ 1,170,104
1030	Accrued Compensation	9,416	12,830	5,500	10,000
1040	Overtime	32,932	35,657	15,000	15,000
2010	FICA Taxes	40,790	43,480	78,106	91,839
2020	Retirement Contributions	95,960	100,594	178,338	221,931
2030	Life & Health Insurance	101,412	101,195	171,833	170,668
2035	Dental Insurance	5,808	4,724	7,971	7,821
2040	Workers' Compensation	1,254	1,315	1,525	1,315
	Total Personnel Services	$ 806,289	$ 853,127	$ 1,453,364	$ 1,688,678
Operating Expense					
3190	Consultant Fees	$ 92,194	$ 88,171	$ 224,000	$ 224,000
3490	Misc. Contractual Fees	0	4,315	1,000	1,000
3495	Temporaty Employee Services	5,600	48,454	0	0
4010	Car Allowance	4,200	4,083	5,400	5,400
4020	Travel and Education	12,122	16,780	25,000	25,000
4110	Communications	18,233	25,564	30,000	300,000
4120	Freight and Postage	0	39	500	500
4410	Equipment Rental	270	2,068	20,000	20,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Information Technology		
Fund/Division Number: 2500		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4651	Vehicle Parts	0	711	0	0
4660	Equipment Maintenance	201	249	500	500
4670	Computer Maintenance	10,899	5,181	30,000	30,000
4675	Software Maintenance	752,289	552,765	840,000	840,000
4710	Reproduction	0	0	0	0
4720	Outside Printing	0	0	0	0
4810	Advertising	11,941	7,976	15,000	15,000
4990	Miscellaneous Expenses	2,813	3,334	1,500	1,500
5110	Office Supplies	2,624	1,144	1,200	1,200
5120	EDP Supplies	10,153	8,009	9,950	9,950
5150	Miscellaneous Equipment	9,795	7	0	0
5210	Gas & Oil	82	16	325	325
5410	Books,Pubs,Subscriptions & Mbrshp	958	703	500	500
	Total Operating Expense	$ 934,373	$ 769,569	$ 1,204,875	$ 1,474,875
Capital Outlay					
6410	Office Equip & Machinery	$ 4,590	$ 6,023	$ 0	$ 0
6420	Furniture & Furnishings	1,850	9,253	0	0
6490	SBITA	0	78,429	5,000	80,000
	Total Capital Outlay	$ 6,440	$ 93,705	$ 5,000	$ 80,000
	TOTAL APPROPRIATIONS	**$ 1,747,102**	**$ 1,716,401**	**$ 2,663,239**	**$ 3,243,553**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department: Purchasing
Fund/Division Number: 2600	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Purchasing Manager	1	1	1	1
Purchasing Agent	2	2	2	2
Purchasing Specialist	1	1	1	1
Total Budgeted Staffing Level	4	4	4	4

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 228,634	$ 241,597	$ 256,380	$ 261,727
1030	Accrued Compensation	3,308	11,540	3,000	4,000
1040	Overtime	1,408	1,348	0	0
2010	FICA Taxes	17,728	19,312	19,843	20,328
2020	Retirement Contributions	40,058	33,511	35,518	49,346
2030	Life & Health Insurance	27,076	28,641	29,277	30,693
2035	Dental Insurance	1,298	1,117	1,145	1,256
2040	Workers' Compensation	491	463	389	292
	Total Personnel Services	$ 320,001	$ 337,528	$ 345,552	$ 367,642
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	300	2,205	7,000	7,000
4110	Communications	2,170	3,578	5,000	0
4120	Freight and Postage	417	660	1,500	1,500
4410	Equipment Rental	4,427	3,530	5,000	5,000
4651	Vehicle Parts	0	0	100	100
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4810	Advertising	2,680	8,806	6,000	6,000
4990	Miscellaneous Expenses	1,004	1,623	1,500	1,500
5110	Office Supplies	1,949	3,237	3,000	3,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Purchasing		
Fund/Division Number: 2600		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, contd.					
5120	EDP Supplies	67	45	150	150
5150	Miscellaneous Equipment Expense	0	0	0	0
5210	Gas & Oil	0	0	300	500
5410	Books,Pubs,Subscriptions & Mbrshp	600	1,725	1,000	2,000
	Total Operating Expense	$13,614	$25,409	$30,550	$26,750
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 3,391	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 3,391	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 333,615**	**$ 366,328**	**$ 376,102**	**$ 394,392**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Planning
Fund/Division Number: 2901	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Planning Director	1	1	1	1
Assistant Planning Director	1	1	1	1
Senior Planner	2	1	1	1
Planner	0	1	1	1
Historic Preservation Officer	1	1	1	1
Planning & Development Organizer	0	1	1	1
Growth Management Coordinator	0	1	1	1
Executive Assistant	1	0	0	0
Planning Systems Analyst	0	0	0	0
Administrative Assistant	0	0	0	0
Total Budgeted Staffing Level	6	7	7	7

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 363,237	$ 479,996	$ 531,302	$ 568,482
1030	Accrued Compensation	12,925	3,249	2,000	6,000
1040	Overtime	3,208	0	0	0
2010	FICA Taxes	28,486	36,422	41,211	44,361
2020	Retirement Contributions	58,837	82,779	93,648	106,681
2030	Life & Health Insurance	44,019	71,378	80,357	84,262
2035	Dental Insurance	2,256	2,947	3,312	3,640
2040	Workers' Compensation	911	901	800	632
	Total Personnel Services	$ 513,879	$ 677,672	$ 752,629	$ 814,057
Operating Expense					
3140	Contractual Planning	$ 47,493	$ 0	$ 40,000	$ 40,000
3490	Contractual Fees	1,140	0	1,000	1,000
3495	Temp Employee Svc	270	0	0	0
4010	Car Allowance	2,450	6,450	5,400	5,400
4020	Travel and Education	(25)	1,490	6,000	6,000
4110	Communications	6,037	7,611	6,000	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Planning		
Fund/Division Number: 2901		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4120	Freight and Postage	768	1,566	3,000	3,000
4410	Equipment Rental	7,240	7,649	7,500	7,500
4651	Vehicle Parts	0	0	500	500
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	437	131	1,000	1,000
4810	Advertising	23,697	27,481	30,000	30,000
4990	Miscellaneous Expenses	1,967	750	1,000	1,000
5110	Office Supplies	1,661	1,500	4,000	4,000
5120	EDP Supplies	39	115	500	500
5150	Miscellaneous Equipment	214	0	0	0
5210	Gas and Oil	87	124	500	500
5232	Other Supplies	0	0	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	796	1,250	6,000	6,000
	Total Operating Expense	$ 94,271	$ 56,117	$ 112,900	$ 106,900
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 1,390	$ 2,500	$ 0
	Total Capital Outlay	$ 0	$ 1,390	$ 2,500	$ 0
	TOTAL APPROPRIATIONS	**$ 608,150**	**$ 735,178**	**$ 868,029**	**$ 920,957**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Code Enforcement
Fund/Division Number: 2903	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Director of Community Response	1	1	1	1
Code Compliance Supervisor	1	1	1	1
Senior Code Enforcement Officer	0	1	1	1
Code Enforcement Officer (FT)	4	4	3	3
Executive Assistant	1	1	1	1
Admimistrative Assistant II	1	1	1	1
Admimistrative Assistant II	0	0	0	1
Animal Control Officer	3	4	5	5
Code Enforcement/ParkingSpecialist (PT)	2	1	1	1
Animal Shelter Administrator	0	1	0	0
Total Budgeted Staffing Level	13	15	14	15

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 558,961	$ 658,945	$ 733,398	$ 841,152
1030	Accrued Compensation	7,397	5,962	5,000	7,000
1040	Overtime	72,133	96,622	10,000	10,000
2010	FICA Taxes	48,337	56,904	57,666	66,062
2020	Retirement Contributions	107,223	125,342	131,419	159,359
2030	Life & Health Insurance	95,494	124,558	143,640	160,010
2035	Dental Insurance	4,586	5,112	5,808	6,862
2040	Workers' Compensation	20,629	19,761	17,534	14,400
	Total Personnel Services	$ 914,760	$ 1,093,205	$ 1,104,464	$ 1,264,844
Operating Expense					
3440	Demolition	$ 0	$ 100	$ 2,500	$ 2,500
3449	Nuisance Abatement	12,609	4,349	25,000	25,000
3450	Lot Clearing	0	0	0	0
3490	Contractual Fees	38,403	45,454	7,000	7,000
3491	Humane Society	156,514	0	0	0
3492	Spay/Neuter Vouchers	23,130	8,306	0	0
3495	Temp Employee Svc	11,803	735	0	0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	1,968	4,884	8,000	8,000
4110	Communications	16,819	23,035	20,000	0
4120	Freight and Postage	15,350	18,974	15,000	15,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Code Enforcement		
Fund/Division Number: 2903		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4410	Equipment Rental	6,190	2,965	5,000	5,000
4650	Vehicle Maintenance	444	32	1,000	1,000
4651	Vehicle Parts	5,125	5,534	5,000	5,000
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	6,899	1,047	0	0
4680	Radio Mainteneance	0	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	4,604	1,417	2,000	2,000
4810	Advertising	115	276	500	500
4960	Administrative Fees	57,089	61,895	60,000	60,000
4990	Miscellaneous Expenses	4,777	2,161	2,000	2,000
5110	Office Supplies	6,200	1,333	5,000	5,000
5120	EDP Supplies	40	0	0	0
5150	Miscellaneous Equipment	2,206	2,590	0	0
5210	Gas and Oil	20,530	20,892	20,000	20,000
5221	Animal Control Supplies	1,837	746	1,000	1,000
5222	Animal Care & Services	3,856	2,216	0	0
5223	Medical/Pharmaceutical Supplies	5,035	393	0	0
5224	Animal Registrations	2,919	0	0	0
5231	Safety Supplies	0	0	1,000	1,000
5232	Other Supplies	2,377	1,728	2,000	2,000
5250	Uniforms	1,780	4,047	2,500	2,500
5253	Clean & Safe Initiative	232,291	213,280	250,000	250,000
5410	Books,Pubs,Subscriptions & Mbrshp	1,473	1,330	1,500	1,500
	Total Operating Expense	$ 646,581	$ 435,118	$ 441,400	$ 421,400
Capital Outlay					
6410	Equipment & Machinery	$ 16,665	$ 1,433	$ 0	$ 0
6420	Furniture & Furnishings	0	2,273	0	0
	Total Capital Outlay	$ 16,665	$ 3,706	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,578,006**	**$ 1,532,029**	**$ 1,545,864**	**$ 1,686,244**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Police
Fund/Division Number: 3000	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Chief of Police	1	1	1	1
Deputy Chief of Police	2	2	2	2
Police Major	1	1	1	2
Captian	0	0	0	2
Lieutenant	7	7	7	7
Sergeant	15	15	15	18
Police Officer	101	101	109	103
Public Information Officer	1	1	1	1
Comm. Service Officers	5	5	5	5
Crime Scene Investigator	3	3	3	3
Crime Analyst	3	3	3	3
Evidence Technician	1	1	1	1
Accreditation Specialist	1	1	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	3	3	3	3
Police Payroll Specialist	1	1	1	1
Grant Writer	1	1	1	1
Records Specialists	4	4	4	4
Records Supervisor	1	1	1	1
School Crossing Guard (p/t)	8	8	8	8
Senior Accounting Clerk	1	1	1	3
Information System Administrator	1	1	1	1
Information Systems Analyst II	1	1	1	1
Information Systems Analyst I	0	1	1	1
Digital Evidence Specialist II	1	1	1	1
Digital Evidence Specialist I	1	1	1	1
Total Budgeted Staffing Level	165	166	174	176

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Police		
Fund/Division Number: 3000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 9,003,508	$ 9,631,981	$ 11,343,853	$ 12,460,723
1020	Incentive Pay	256,055	287,784	80,000	80,000
1030	Accrued Compensation	130,587	178,558	60,000	60,000
1040	Overtime	666,791	861,319	400,000	400,000
1050	Holiday Overtime	405,436	450,427	200,000	200,000
2010	FICA Taxes	776,849	845,915	924,119	1,009,855
2020	Retirement/General	278,870	291,906	322,922	391,187
2025	Retirement/Police Officers	1,000,149	1,188,391	1,545,302	1,775,662
2026	Retirement/ICMA	21,933	26,569	22,500	22,500
2030	Life & Health Insurance	1,557,528	1,753,293	2,020,566	2,118,732
2035	Dental Insurance	85,172	76,939	87,475	93,971
2040	Workers' Compensation	367,780	435,634	333,788	310,147
	Total Personnel Services	$ 14,550,659	$ 16,028,716	$ 17,340,525	$ 18,922,779
Operating Expense					
3130	Professional Services	$ 12,459	$ 21,255	$ 32,000	$ 35,000
3180	Medical Services	3,875	0	5,500	5,500
3190	Consultant Fees	2,400	3,240	10,000	10,000
3490	Misc. Contractual Fees	27,319	18,475	0	0
3510	Crime Lab	143,233	167,736	160,000	225,000
3530	Investigative Supplies	23,466	27,368	30,000	30,000
4020	Travel & Education	60	0	0	0
4110	Communications	216,951	261,839	250,000	250,000
4120	Freight & Postage	3,659	4,324	5,500	5,500
4310	Utilities	106,212	123,981	110,000	110,000
4410	Equipment Rental	22,842	22,417	25,000	25,000
4420	Vehicle Rental & Towing	0	10,848	17,000	17,000
4430	Equipment Lease	0	0	15,000	15,000
4610	Building Maintenance	9,640	6,696	15,000	15,000
4650	Vehicle Maintenance	47,505	66,229	40,000	40,000
4651	Vehicle Parts	70,907	48,583	80,000	80,000
4652	Tires, Tubes & Batteries	33,345	30,978	30,000	30,000
4660	Equipment Maintenance	1,181,724	5,867	22,000	22,000
4670	Computer Maintenance	9,922	5,793	16,000	16,000
4675	Software Maintenance	146,099	116,416	175,000	175,000
4680	Radio Maintenance	3,136	3,329	20,000	20,000
4710	Reproduction	3,495	0	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Police		
Fund/Division Number: 3000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4720	Outside Printing	3,828	8,333	5,000	15,000
4810	Advertising	0	0	0	0
4820	Crime Prevention	7,544	6,995	8,000	8,000
4830	Public Relations	28,110	31,783	10,750	25,000
4930	Citizen Volunteer Program	3,885	492	2,500	2,500
4980	Contingency	50,000	50,000	10,000	10,000
4990	Miscellaneous Expenses	531	9,324	5,000	5,000
5110	Office Supplies	15,716	17,862	20,000	20,000
5120	EDP Supplies	17,688	10,049	15,000	15,000
5150	Misc. Equipment Exp.	5,717	6,714	5,000	5,000
5210	Gas and Oil	461,325	427,676	400,000	450,000
5220	K-9 Operations	24,479	20,350	20,000	25,000
5230	Cleaning Supplies	1,902	253	3,000	3,000
5232	Other Supplies	0	2,091	3,000	3,000
5250	Uniforms	113,397	143,473	100,000	150,000
5251	Military Supplies	159,230	22,511	82,500	82,500
5410	Books,Pubs,Subscriptions & Mbrshp	5,675	14,131	8,000	8,000
5420	Educ Reimbursement	10,605	2,994	7,000	7,000
5430	Law Enforcement Educ	35,094	37,995	40,000	40,000
	Total Operating Expense	$ 3,012,975	$ 1,758,404	$ 1,802,750	$ 2,000,000
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Improvements Other Than Bldg.	8,395	0	0	0
6410	Office Equip & Machinery	1,398,808	12,042	0	0
6420	Furniture & Furnishings	3,041	0	0	0
6440	Vehicles	3,582	82,241	0	0
6450	Radios	0	0	0	0
8392	Special Events	305	1,286	0	0
	Total Capital Outlay	$ 1,414,131	$ 95,569	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 18,977,765**	**$ 17,882,689**	**$ 19,143,275**	**$ 20,922,779**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Public Works
Fund/Division Number: 4002	Division:	Director's Office

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Executive Assistant	1	1	1	1
Total Budgeted Staffing Level	1	1	1	1

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 47,190	$ 48,967	$ 52,083	$ 54,622
1030	Accrued Compensation	0	1,089	800	1,300
1040	Overtime	859	1,112	0	0
2010	FICA Taxes	3,656	3,879	4,046	4,278
2020	Retirement Contributions	8,112	8,769	9,286	10,385
2030	Life & Health Insurance	4,849	10,114	9,727	10,198
2035	Dental Insurance	235	0	0	421
2040	Workers' Compensation	122	105	79	62
	Total Personnel Services	$ 65,023	$ 74,035	$ 76,021	$ 81,265
Operating Expense					
3490	Contractual Fees	$ 0	$ 0	$ 0	$ 2,500
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	0	0	0	0
4020	Travel and Education	3,673	3,852	5,500	5,500
4110	Communications	68,854	80,939	70,000	0
4120	Freight and Postage	20	28	100	100
4410	Equipment Rental	5,602	3,345	4,000	5,000
4651	Vehicle Parts	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	1,785	0	0	0
4810	Advertising	2,118	4,735	2,200	2,200
4990	Miscellaneous Expenses	979	2,945	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4002		Division:	Director's Office		
		2021/22 Actual	**2022/23 Actual**	**2023/24 Approved**	**2024/25 Proposed**
Operating Expense contd.					
5110	Office Supplies	3,307	2,989	4,000	4,000
5120	EDP Supplies	0	30	1,000	1,000
5150	Miscellaneous Equipment	0	149	0	0
5210	Gas and Oil	2,413	2,023	1,860	2,200
5231	Safety Supplies	688	927	1,000	1,000
5232	Other Supplies	1,141	2,111	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	515	563	500	500
	Total Operating Expense	$91,096	$104,635	$91,160	$25,000
Capital Outlay					
6410	Office Equip & Machinery	$ 553	$ 2,815	$ 0	$ 0
6430	Heavy Equipment	0	2,981	0	0
	Total Capital Outlay	$ 553	$ 5,796	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 156,672**	**$ 184,466**	**$ 167,181**	**$ 106,265**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Public Works
Fund/Division Number: 4003	Division:	Fleet Maintenance

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Fleet Manager	1	1	1	1
Garage Foreman	1	1	1	1
Auto Mechanic	4	4	4	4
Diesel Mechanic	1	1	1	1
Master Mechanic	2	2	2	2
Senior Storekeeper	1	1	1	1
Total Budgeted Staffing Level	10	10	10	10

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 436,551	$ 449,672	$ 583,822	$ 609,934
1030	Accrued Compensation	7,825	2,664	4,900	5,000
1040	Overtime	21,628	45,036	4,000	7,000
2010	FICA Taxes	34,157	36,767	45,343	47,578
2020	Retirement Contributions	73,837	71,715	81,551	90,475
2030	Life & Health Insurance	87,634	94,551	117,424	123,130
2035	Dental Insurance	4,677	4,552	5,724	6,296
2040	Workers' Compensation	16,993	15,858	12,151	10,946
	Total Personnel Services	$ 683,300	$ 720,817	$ 854,915	$ 900,359
Operating Expense					
3490	Contractual Fees	$ 4,692	$ 1,256	$ 5,000	$ 5,000
3495	Temporary Employee Services	12,228	17,311	0	0
4020	Travel and Education	2,052	2,695	3,500	3,500
4410	Equipment Rental	2,328	1,796	3,000	3,000
4651	Vehicle Parts	16,601	33,974	4,700	4,700
4652	Tires, Tubes & Batteries	152	24,474	0	0
4660	Equipment Maintenance	319	46	1,500	1,500
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4003		Division:	Fleet Maintenance		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	814	1,809	1,000	1,000
5120	EDP Supplies	0	0	250	250
5150	Miscellaneous Equipment Expense	0	47	0	0
5210	Gas and Oil	11,020	11,262	7,150	13,000
5230	Cleaning Supplies	48	0	750	750
5231	Safety Supplies	1,272	612	1,000	1,000
5232	Other Supplies	7,132	8,787	5,000	5,000
5250	Uniforms	5,523	6,114	7,000	7,000
5260	Expendable Tools	1,776	995	2,000	2,000
5410	Books,Pubs,Subscriptions & Mbrshp	475	503	500	500
	Total Operating Expense	$ 66,431	$ 111,680	$ 42,350	$ 48,200
Capital Outlay					
6410	Office Equipment & Mach	$ 0	$ 695	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 0	$ 695	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 749,731**	**$ 833,192**	**$ 897,265**	**$ 948,559**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works
Fund/Division Number: 4004		Division:	Facilities Maintenance

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Facilities Maint Technician Asst.	3	3	3	3
Electrician	1	1	1	1
Facilities Maint Technician	3	3	3	3
Maint Repair Worker	3	3	3	3
Total Budgeted Staffing Level	12	12	12	12

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 479,029	$ 542,917	$ 581,442	$ 619,422
1030	Accrued Compensation	2,420	4,297	4,000	4,000
1040	Overtime	52,931	59,311	7,076	7,000
2010	FICA Taxes	39,107	44,711	45,328	48,227
2020	Retirement Contributions	81,015	93,193	94,811	117,069
2030	Life & Health Insurance	120,181	139,707	141,649	148,533
2035	Dental Insurance	6,299	6,257	6,254	6,657
2040	Workers' Compensation	23,571	23,286	19,910	17,577
	Total Personnel Services	$ 804,552	$ 913,680	$ 900,470	$ 968,485
Operating Expense					
3490	Contractual Fees	$ 240,187	$ 205,615	$ 250,000	$ 250,000
3495	Temporary Employee Services	102,663	105,099	0	0
4020	Travel & Education	0	0	0	0
4410	Equipment Rental	1,210	3,193	2,000	2,000
4610	Building Maintenance	8,310	7,981	25,000	25,000
4620	Building Repair Supplies	200,849	229,448	150,000	150,000
4630	Air Condition Maintenance	10,471	10,377	15,000	15,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General			Department:	Public Works		
Fund/Division Number: 4004			Division:	Facilities Maintenance		
			2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.						
4650	Vehicle Maintenance		0	0	0	0
4651	Vehicle Parts		4,557	8,506	5,000	5,000
4652	Tires, Tubes & Batteries		0	8,711	0	0
4990	Miscellaneous Expenses		0	548	0	0
5110	Office Supplies		0	0	0	0
5150	Misc Equipment Expense		0	0	0	0
5210	Gas and Oil		24,484	24,140	14,000	25,000
5230	Cleaning Supplies		38,500	37,670	50,000	40,000
5231	Safety Supplies		705	1,143	1,500	1,500
5232	Other Supplies		3,404	5,217	5,000	5,000
5250	Uniforms		763	1,291	2,000	2,000
5260	Expendable Tools		0	2,317	3,000	3,000
5310	Paint and Sign Supplies		2,993	4,395	10,000	10,000
5410	Books,Pubs,Subscriptions & Mbrshp		0	102	0	0
	Total Operating Expense		$ 639,096	$ 655,752	$ 532,500	$ 533,500
Capital Outlay						
6320	Other Improvements		$ 25,471	$ 3,425	$ 0	$ 0
6445	Other Equipment		0	0	0	0
	Total Capital Outlay		$ 25,471	$ 3,425	$ 0	$ 0
	TOTAL APPROPRIATIONS		**$ 1,469,119**	**$ 1,572,857**	**$ 1,432,970**	**$ 1,501,985**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Public Works
Fund/Division Number: 4005	Division:	Parks & Grounds

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	4	5	5	5
Equipment Operator III	2	2	2	2
Equipment Operator II	2	2	2	2
Maintenance Worker	5	5	5	5
Chief Tree Trimmer	1	1	1	1
Ground Maintenance Specialist	6	6	6	6
Chief Irrigation Specialist	1	1	1	1
Irrigation Specialist	1	1	1	1
Total Budgeted Staffing Level	24	25	25	25

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,017,296	$ 1,092,916	$ 1,139,970	$ 1,204,972
1030	Accrued Compensation	40,400	633	5,900	6,000
1040	Overtime	82,520	126,137	29,000	30,000
2010	FICA Taxes	84,706	90,198	89,878	94,934
2020	Retirement Contributions	173,597	173,160	168,778	195,667
2030	Life & Health Insurance	246,989	262,995	257,264	276,141
2035	Dental Insurance	14,792	13,001	13,258	14,915
2040	Workers' Compensation	49,980	48,339	39,828	33,630
	Total Personnel Services	$ 1,710,278	$ 1,807,379	$ 1,743,876	$ 1,856,259
Operating Expense					
3490	Contractual Fees	$ 133,907	$ 136,563	$ 175,000	$ 175,000
3495	Temporary Employee Services	280,912	233,954	60,000	60,000
4020	Travel and Education	0	2,815	3,000	3,000
4310	Utilities	387,562	384,949	400,000	400,000
4410	Equipment Rental	2,550	2,974	3,500	3,500
4650	Vehicle Maintenance	7,627	201	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4005		Division:	Parks & Grounds		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4651	Vehicle Parts	52,851	38,308	40,000	40,000
4652	Tire, Tubes & Batteries	1,805	13,802	0	0
4990	Miscellaneous Expenses	24	479	500	500
5210	Gas and Oil	87,369	87,642	88,000	88,000
5231	Safety Supplies	4,086	3,372	3,000	3,000
5232	Other Supplies	73,353	30,170	40,000	40,000
5241	Horticultural Supplies	21,072	24,183	40,000	40,000
5242	Chemicals	0	9,600	15,000	15,000
5250	Uniforms	462	1,621	2,500	2,500
5260	Expendable Tools	0	0	0	0
5270	Parks Supplies	50,732	39,517	55,000	55,000
5410	Books,Pubs,Subscriptions & Mbrshp	475	901	500	500
	Total Operating Expense	$ 1,104,788	$ 1,011,049	$ 926,500	$ 926,500
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 15,882	$ 0	$ 0
6440	Vehicles	0	0	0	0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 15,882	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,815,066**	**$ 2,834,311**	**$ 2,670,376**	**$ 2,782,759**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department: Public Works
Fund/Division Number: 4006	Division: Streets

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level					
	Supervisor	1	1	1	1
	Foreman II	1	1	1	1
	Foreman I	2	2	2	2
	Equipment Operator IV	1	1	1	1
	Equipment Operator III	5	6	6	6
	Maintenance Repair Worker	4	4	4	4
	Maintenance Worker	2	2	2	2
	Sign Maintenance Technician	1	1	1	1
	Total Budgeted Staffing Level	17	18	18	18

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 660,470	$ 753,072	$ 840,429	$ 890,130
1030	Accrued Compensation	3,530	24,839	6,000	6,000
1040	Overtime	92,340	113,321	35,000	35,000
2010	FICA Taxes	56,028	66,287	67,429	71,231
2020	Retirement Contributions	119,441	134,311	146,315	149,485
2030	Life & Health Insurance	158,841	176,775	198,256	196,541
2035	Dental Insurance	8,669	7,705	8,216	8,342
2040	Workers' Compensation	94,453	90,836	75,010	70,114
	Total Personnel Services	$ 1,193,772	$ 1,367,146	$ 1,376,655	$ 1,426,843
Operating Expense					
3490	Contractual Fees	$ 17,013	$ 20,388	$ 50,000	$ 50,000
3495	Temporary Employee Services	67,965	57,851	0	0
4020	Travel & Education	1,000	2,526	7,500	7,500
4110	Communications	0	0	0	0
4310	Utilities	327,295	490,171	325,000	425,000
4320	Street Light Energy	552,770	501,381	575,000	575,000
4410	Equipment Rental	9,465	3,314	15,000	25,000
4651	Vehicle Parts	31,776	46,409	30,000	30,000
4652	Tires, Tubes & Batteries	488	16,677	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4006		Division:	Streets		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	3,064	941	3,500	3,500
5210	Gas and Oil	63,951	57,846	58,500	58,500
5231	Safety Supplies	3,408	2,973	3,000	3,000
5232	Other Supplies	3,564	3,985	3,500	3,500
5242	Chemicals	449	0	2,500	2,500
5250	Uniforms	534	939	1,500	1,500
5260	Expendable Tools	4,116	3,389	5,000	5,000
5310	Paint & Sign Supplies	30,149	8,429	35,000	35,000
5330	Surface Patching	27,645	48,197	45,000	45,000
5340	Street Supplies	41,943	50,493	50,000	50,000
5350	Sidewalk/Curb Supplies	29,126	30,574	30,000	30,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	0
	Total Operating Expense	$ 1,215,722	$ 1,346,483	$ 1,240,000	$ 1,350,000
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 0	$ 0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,409,494**	**$ 2,713,628**	**$ 2,616,655**	**$ 2,776,843**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Engineering
Fund/Division Number: 4400	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Asst. City Engineer/Manager	1	1	1	1
Stormwater Engineer Supervisor	1	1	1	1
Projects Coordinator	1	1	1	2
Chief Design Drafter	1	1	1	1
Supervisor, Engineering Inspector	1	1	1	1
SMU Technical Assistant/GIS	1	1	1	1
Executive Assistant	1	1	1	1
Traffic Operations Adminstrator	1	1	1	1
Engineering Services Specialist	0	0	1	1
City Engineer	1	1	1	0
Total Budgeted Staffing Level	9	9	10	10

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 648,124	$ 748,134	$ 845,243	$ 828,629
1030	Accrued Compensation	3,917	53,532	6,000	4,000
1040	Overtime	4,165	0	5,000	5,000
2010	FICA Taxes	48,306	59,293	66,329	64,079
2020	Retirement Contributions	77,721	91,902	92,324	132,560
2030	Life & Health Insurance	100,608	122,891	132,375	129,393
2035	Dental Insurance	5,093	5,123	5,503	5,573
2040	Workers' Compensation	15,047	15,381	16,720	19,010
	Total Personnel Services	$ 902,980	$ 1,096,256	$ 1,169,494	$ 1,188,244
Operating Expense					
3490	Contractual Fees	$ 102,969	$ 103,037	$ 150,000	$ 185,000
3492	FDOT/Closed Loop	142,944	228,441	266,520	275,000
4010	Car Allowance	8,400	10,800	10,800	5,400
4020	Travel and Education	480	0	1,000	1,000
4030	Conferences	0	0	0	0
4110	Communications	9,078	14,655	13,000	0
4120	Freight and Postage	79	470	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Engineering		
Fund/Division Number: 4400		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense					
4410	Equipment Rental	5,407	3,879	8,000	8,000
4650	Vehicle Maintenance	53	0	500	500
4651	Vehicle Parts	1,923	0	1,500	1,500
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	500	500
4810	Advertising	0	206	500	500
4990	Miscellaneous Expenses	1,258	1,213	1,000	1,000
5110	Office Supplies	4,883	4,133	4,300	4,300
5120	EDP Supplies	686	407	1,000	1,000
5150	Misc. Equipment Expense	0	0	0	0
5210	Gas and Oil	3,877	4,496	4,200	4,700
5231	Safety Supplies	53	0	0	0
5232	Other Supplies	0	(42)	0	0
5250	Uniforms	738	0	0	0
5260	Expendable Tools	0	0	0	0
5320	Traffic Signal Materials	56,012	27,696	75,000	100,000
5410	Books,Pubs,Subscriptions & Mbrshp	412	2,078	250	250
	Total Operating Expense	$ 339,250	$ 401,468	$ 538,570	$ 589,150
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,242,230**	**$ 1,497,724**	**$ 1,708,064**	**$ 1,777,394**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Admin. Servcs./Recreation
Fund/Division Number: 4504	Division:	Leisure Services

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Leisure Services Manager	0	0	0	1
Facilities Program Specialist	2	2	2	4
Tram Operator (PT)	3	2	2	2
Recreation Coordinator	1	1	1	0
Recreation Specialist	0	1	1	0
Trolley Operator (PT)	1	0	0	0
Total Budgeted Staffing Level	7	6	6	7

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 137,716	$ 145,937	$ 256,528	$ 358,756
1030	Accrued Compensation	2,196	2,485	1,500	1,500
1040	Overtime	0	928	0	0
2010	FICA Taxes	10,185	10,925	19,739	27,560
2020	Retirement Contributions	24,005	25,557	45,310	57,657
2030	Life & Health Insurance	29,920	34,666	44,558	76,160
2035	Dental Insurance	1,550	1,342	1,737	2,801
2040	Workers' Compensation	4,833	3,744	3,116	3,540
	Total Personnel Services	$ 210,404	$ 225,585	$ 372,487	$ 527,973
Operating Expense					
3490	Contractual Services	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	44,766	43,415	30,000	30,000
4020	Travel & Education	0	0	0	0
4110	Communications	18,402	23,241	20,000	0
4120	Postage & Freight	11	125	0	0
4540	Insurnace/Liability & Property	5,794	3,625	0	0
4560	Insurance/Special Events	16,088	14,435	10,000	18,000
4610	Building Maintenance	3,034	3,080	5,000	5,000
4611	Janitorial Services	13,584	(14,752)	15,000	15,000
4620	Building Supplies	543	4,471	500	500
4651	Vehicle Parts	204	10	1,000	1,000
4675	Software Maintenance	341	418	1,000	1,000
4710	Reproduction	0	0	0	0
4810	Advertising	0	0	750	750
4940	Bad Debt/Loss Expense	0	0	0	0
4960	Administrative Charge	8,050	9,470	10,000	15,000
4990	Miscellaneous Expenses	953	1,724	1,000	1,000
4992	Youth Activities	176,003	132,176	150,000	150,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Admin. Servcs./Recreation		
Fund/Division Number: 4504		Division:	Leisure Services		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense					
5110	Office Supplies	3,331	1,549	3,000	3,000
5120	EDP Supplies	0	50	0	0
5150	Misc. Equipment Exp.	4,543	11,035	3,500	3,500
5210	Gas & Oil	422	596	600	600
5232	Other Supplies	1,969	2,808	2,500	2,500
5410	Books,Pubs,Subscriptions & Mbrshp	40	0	0	0
	Total Operating Expense	$ 298,076	$ 237,475	$ 253,850	$ 246,850
Capital Outlay					
3495	Temporary Employee Services	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 508,480**	**$ 463,060**	**$ 626,337**	**$ 774,823**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salary & Wages	$0	$21,552	$0	$0
1030	Accrued Compensation	0	0	0	0
2010	FICA Taxes	0	1,649	0	0
2020	Retirement/General Members	0	0	0	0
2025	Retirement/Police Officers	453,086	544,239	455,000	545,000
2030	Life & Health Insurance	202,951	204,267	100,800	225,000
	Total Personnel Services	$ 656,037	$ 771,707	$ 555,800	$ 770,000
Operating Expense					
3110	Insurance Consultant	$ 25,831	$ 250	$ 25,000	$ 25,000
3190	Consultant Fees	2,250	43,850	5,000	5,000
3200	Accounting and Auditing	31,995	34,812	40,000	42,500
3490	Contractual Fees	258,814	273,538	250,000	275,000
4110	Communications	70,406	78,611	90,000	0
4120	Freight and Postage	22,219	8,291	25,000	25,000
4310	Utilities	506,025	539,354	500,000	575,000
4410	Equipment Rental	51,635	146,101	75,000	75,000
4510	Insurance & Fidelity Bond	1,001,619	1,079,208	1,425,000	1,500,000
4530	Fla. Unemploy. Comp Fund	3,408	7,383	5,000	5,000
4540	Workers' Comp. Claims	0	0	5,000	5,000
4550	Liability & Property Claims	0	0	1,000	1,000
4590	Property Damage Reimb	7,444	0	7,500	7,500
4650	Vehicle Maintenance	35,846	48,882	40,000	75,000
4651	Vehicle Parts	(4,601)	0	0	0
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	215,962	214,551	200,000	220,000
4710	Reproduction	1,218	796	1,200	1,200
4810	Advertising	0	0	0	0
4925	Computer Loans	13,237	15,058	15,000	15,000
4935	Disaster Charges	0	0	0	0
4936	Emergency Supplies	9,500	9,996	0	0
4940	Bad Debt Expense	5,559	2,269	0	0
4945	Refunds	1,852	0	0	0
4947	Wellness	24,625	9,547	15,000	0
4950	Settlements	0	0	0	0
4960	Administrative Charges	490	1,654	1,500	1,700

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4970	Inventory Adjustments	6,771	(78)	3,500	3,500
4980	Contingency	0	0	220,055	270,714
4985	Tax Increment Financing	3,814,185	4,511,973	6,002,772	6,693,091
4986	Stormwater Fees	76,335	76,282	77,000	77,000
4990	Miscellaneous Expenses	39,862	55,418	50,000	50,000
4993	Keep Ft. Pierce Beautiful	15,854	21,335	15,000	15,000
5110	Office Supplies	1,909	758	0	0
5150	Miscellaneous Equipment	80	48,273	0	0
5210	Gas & Oil	(880)	(2,058)	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	18,367	23,822	15,000	25,000
	Total Operating Expense	$ 6,257,819	$ 7,249,876	$ 9,109,527	$ 9,988,205
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6310	Roads & Bridges	5,300	151,609	0	0
6315	Infrastructure Sales Tax Projects	2,644,418	3,090,283	2,650,000	3,000,000
6320	Other Structures & Facilities	59,801	30,077	600,000	0
6410	Office Equipment & Machinery	75,173	82,748	525,000	600,000
6420	Furniture & Furnishing	0	0	0	0
6430	Heavy Equipment	0	91,166	0	0
6440	Vehicles	0	0	0	0
6445	Other Equipment	0	117,712	200,000	650,000
	Total Capital Outlay	$ 2,784,693	$ 3,563,596	$ 3,975,000	$ 4,250,000
Grants and Aids					
8230	Economic Development Co	$ 40,000	$ 40,000	$ 40,000	$ 40,000
8255	Chamber of Commerce	31,500	31,500	35,000	35,000
8270	SLC Council on Aging	15,000	15,000	15,000	15,000
8392	Special Events:				
	Sights & Sounds Parade	15,000	15,000	15,000	15,000
	Christmas Decorations	125,028	57,061	125,000	125,000
	Fireworks	41,500	39,500	43,000	43,000
	Miscellaneous Special Events	0	20,975	0	0
	Mainstreet	25,000	0	0	50,000
	Lincoln Park Mainstreet	0	0	10,000	50,000
	United For Animals	10,000	10,000	10,000	10,000
	Youth & Crime Prevention Activities	5,000	2,087	10,000	10,000
	Jazz on Moore's Creek	0	0	0	10,000
	Juneteenth Festival	0	0	0	20,000
8410	Community Projects	7,155	3,510	20,000	25,000
8411	Community Housing	0	0	125,000	125,000
	Total Grants and Aids	$ 315,183	$ 234,633	$ 448,000	$ 573,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
NON-OPERATING EXPENDITURES					
9130	Debt Service Series 2010 B	421,376	0	0	0
9166	Capital Reserve Loan-HUD	9,124	0	200,222	0
9179	Debt Service Series 2019	2,297,250	2,295,000	2,294,500	2,285,500
9176	Debt Service Series 2020A/2014 Energy	68,631	420,893	749,307	739,647
9178	Debt Service Series 2020B/2016 Series	892,602	542,470	0	0
9179	Debt Service Series 2020C/2018 Series	573,110	571,900	566,515	564,383
9180	Capital Leases- White Fleet	394,687	408,357	500,000	700,000
9180	Capital Leases- Police Fleet	701,076	852,147	1,025,000	1,400,000
9184	Special Revenue/Police Grant	130,905	0	50,000	50,000
9186	Special Revenue/103 CDBG	100,000	0	0	0
9187	Special Revenue/106 Grants	0	0	75,000	220,000
9199	Transfer to Stormwater	196,468	0	0	0
9300	Transfer to Animal Shelter	0	0	199,500	300,000
	Total Non-Operating	$ 5,785,229	$ 5,090,767	$ 5,660,044	$ 6,259,530
	TOTAL ADMINISTRATIVE	**$ 15,798,961**	**$ 16,910,579**	**$ 19,748,371**	**$ 21,840,735**
TOTAL GENERAL FUND APPROPRIATIONS		**$ 52,103,050**	**$ 53,460,699**	**$ 58,887,439**	**$ 64,668,104**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants			
Fund/Division Number: 101-3005	Division:				
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Interfund Grants					
331 20 16	COPS-CHRP	$ 679,839	$ 361,828	$ 0	$ 0
331 20 59	FDLE 2013-JAGC - STLU-1-D7-180	3,262	3,106	0	0
331 20 30	VOCA	103,830	164,023	168,440	143,130
331 20 35	OJP Bullet Proof Vests	18,019	10,167	0	0
331 20 36	OJP Bullet Proof Vests '22	0	0	68,572	0
331 20 37	OJP Bullet Proof Vests '23	0	0	28,900	28,900
331 20 38	OJP Bullet Proof Vests '24	0	0	0	24,300
331 20 50	IRSC- College Policing	94,000	94,000	94,000	94,000
331 20 59	FDLE 2020-JAGC - STLU	127,014	26,627	0	0
331 21 00	Other Federal Grants	24,143	43,659	0	0
334 20 61	OJP Bullet Proof Vests	7,115	14,090	0	0
334 20 66	FDOT Grant	0	0	0	18,809
334 90 00	PSN22	0	0	0	75,000
334 90 00	DOJ BJA FY'21 Byrne Grant County Share	10,393	0	0	0
334 90 00	DOJ JAG Shared w/SLC	0	0	0	31,524
334 90 00	FDLE Human Trafficking	0	0	0	100,000
334 90 00	DOJ JAG 24 grant	0	0	0	25,000
334 90 00	FDLE NIBRS Grant	0	0	364,747	364,748
334 90 00	FDLE Project Safe Neighborhood	0	0	111,597	0
334 90 00	IPTM/University of North Florida	0	0	15,972	0
334 90 00	COPS Micro 23	0	0	0	46,518
334 90 00	COPS Micro 24	0	0	0	175,000
	Total Interfund Grants	$ 1,067,615	$ 717,499	$ 852,228	$ 1,126,929
Miscellaneous Revenue					
361 10 00	Interest on Investments	$ 0	$ 0	$ 0	$ 0
366 90 00	Other Contribution/Donation	0	0	0	0
369 40 00	Reimb.-Contract Svcs.	0	0	0	0
	Total Miscellaneous Revenues	$ 0	$ 0	$ 0	$ 0
Interfund Transfers					
381 01 00	Transfer from General (Grant)	$ 130,905	$ 161,041	$ 50,000	$ 50,000
381 91 00	FPRA	10,000	133,318	0	0
	Total Interfund Transfers	$ 140,905	$ 294,359	$ 50,000	$ 50,000
	TOTAL RESOURCES	**$ 1,208,520**	**$ 1,011,859**	**$ 902,228**	**$ 1,176,929**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants
Fund/Division Number: 101-3005	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Victim Advocate	2	3	3	3
Police Officer	6	6	1	1
Rich House Counselor	0	0	0	2
Police Crime Analyst	0	1	0	0
Total Budgeted Staffing Level	8	10	4	6

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 338,943	$ 414,041	$ 245,329	$ 259,944
1020	Incentive Pay	1068	3,651	0	0
1030	Accrued Compensation	1,024	0	0	0
1040	Overtime	14,866	20,508	5,000	0
1050	Holiday Overtime	22,702	22,682	0	0
2010	FICA Taxes	28,353	34,656	19,150	19,886
2020	Retirement/General	14,909	24,211	28,828	48,272
2020	Retirement/Police	38,182	46,556	14,586	0
2030	Life & Health Insurance	55,274	57,617	34,929	46,820
2035	Dental Insurance	2,974	2,788	1,145	1,902
2040	Workers' Compensation	8,327	10,596	2,942	286
	Total Personnel Services	$ 526,620	$ 637,307	$ 351,909	$ 377,109
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	94,000	94,000	0	120,146
4020	Travel and Education	26	0	5,000	0
4110	Communications	0	147	500	0
4410	Equipment Rental	0	0	0	6,120
4675	Software Maintenance	5,722	2,000	5,000	50,000
4945	Refunds	0	0	0	0
4990	Misc. Expenses	11,599	1,579	0	950
4999	Unallocated	0	0	118,894	93,174

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants
Fund/Division Number: 101-0000	Division:	

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, cont'd.					
5110	Office Supplies	17,701	695	5,000	5,000
5150	Misc. Equipment	101	0	500	0
5250	Uniforms	0	0	500	0
5251	Military Supplies	39,779	48,512	97,471	53,200
5430	Law Enforcement Education	3,107	1,432	0	0
	Total Operating Expense	$ 172,035	$ 148,365	$ 232,865	$ 328,590
Capital Outlay					
6410	Office Equip & Machinery	$ 156,807	$ 70,474	$ 317,454	$ 296,230
6420	Furniture &Fixtures	4,808	0	0	0
6440	Vehicles	69,599	0	0	175,000
	Total Capital Outlay	$ 231,214	$ 70,474	$ 317,454	$ 471,230
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9111	Transfer to Police FPRA	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 929,869**	**$ 856,146**	**$ 902,228**	**$ 1,176,929**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund Fund/Division Number: 101-3007		Department: Division:	Police Grants/FPRA		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Intergovernmental					
347 89	COPS Hiring Grant-2020	$ 279,734	$ 161,041	$ 0	$ 0
	American Rescue Plan	0	0	0	0
	Total Interfund Transfers	$ 279,734	$ 161,041	$ 0	$ 0
Transfers					
	Transfer from FPRA	$ 115,115	$ 133,318	$ 446,513	$ 939,361
	Total Interfund Transfers	$ 115,115	$ 133,318	$ 446,513	$ 939,361
	TOTAL RESOURCES	**$ 394,849**	**$ 294,359**	**$ 446,513**	**$ 939,361**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants/FPRA
Fund/Division Number: 101-3007	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Police Officer	5	5	5	10
Total Budgeted Staffing Level	5	5	5	10

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 249,186	$ 273,811	$ 296,650	$ 625,793
1020	Incentive Pay	1,068	3,651	0	0
1030	Accrued Compensation	0	0	0	0
1040	Overtime	12,865	18,717	5,000	10,000
1050	Holiday Overtime	22,702	22,682	0	0
2010	FICA Taxes	21,397	23,924	23,076	48,638
2020	Retirement/Police	38,182	46,556	51,069	113,849
2030	Life & Health Insurance	41,708	45,509	43,554	74,232
2035	Dental Insurance	2,329	2,317	2,758	5,184
2040	Workers' Compensation	6,415	7,863	9,381	16,721
	Total Personnel Services	$ 395,852	$ 445,031	$ 431,488	$ 894,418
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	0	0	0	0
4020	Travel and Education	0	0	0	0
4110	Communications	0	0	5,000	5,000
4675	Software Maintenance	0	0	0	0
4945	Refunds	0	0	0	0
4990	Misc. Expenses	0	0	0	0
4999	Unallocated	0	0	3,525	443

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund Fund/Division Number: 101-3007	Department: Division:	Police Grants/FPRA		
	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, cont'd.				
5110 Office Supplies	0	0	0	0
5250 Uniforms	3,250	5,040	4,500	4,500
5251 Military Supplies	0	0	2,000	2,000
5430 Law Enforcement Education	0	0	0	0
Total Operating Expense	$ 3,250	$ 5,040	$ 15,025	$ 11,943
Capital Outlay				
6410 Office Equip & Machinery	$ 0	$ 0	$ 0	$ 33,000
6440 Vehicles	0	0	0	0
Total Capital Outlay	$ 0	$ 0	$ 0	$ 33,000
Transfers				
9110 Transfer to General	$ 0	$ 0	$ 0	$ 0
Total Transfers	$ 0	$ 0	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 399,102**	**$ 450,071**	**$ 446,513**	**$ 939,361**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Urban Redevelopment Fund/Division Number: 104-0000	Department: Urban Redevelopment Division: FPRA

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Taxes					
311 10	Ad Valorem Taxes	$ 7,923,864	$ 9,391,986	$ 11,899,370	$ 13,237,537
	Total Taxes	$ 7,923,864	$ 9,391,986	$ 11,899,370	$ 13,237,537
Licenses and Permits					
329 20	Lot Clearing Permits	$ 1,372	$ 3,869	$ 500	$ 2,500
	Total Licenses and Permits	$ 1,372	$ 3,869	$ 500	$ 2,500
Intergovernmental					
343 91	Admin Charge - Liens	$3,825	$2,306	$0	$0
347 54	Marina Dockage	12,178	5,189	12,300	5,000
384 90	Other Grants	1,544	0	0	0
	Total Intergovernmental	$ 17,547	$ 7,494	$ 12,300	$ 5,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 377	$ 3,953	$ 500	$ 500
362 14	Leases	333,286	374,415	300,000	350,000
363 10	Liens	0	32,362	1,000	1,000
369 31	Reimburse of Expenditures	508	2,245	500	500
369 45	Sale of Surplus Land	0	0	0	0
369 90	Other Misc. Revenues	0	0	500	500
	Total Miscellaneous Revenues	$ 334,170	$ 412,974	$ 302,500	$ 352,500
Transfers					
	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
	Transfer from Construction Fund	0	0	0	0
	Transfer from Restricted Fund	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$ 8,276,953**	**$ 9,816,324**	**$ 12,214,170**	**$ 13,597,537**
	Fund Balance Appropriation	(553,782)	(2,333,348)	0	0
	TOTAL RESOURCES	**$ 7,723,171**	**$ 7,482,976**	**$ 12,214,170**	**$ 13,597,537**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Fort Pierce Redevelopment Agency	Department: City Manager
Fund/Division Number: 104-0000	Division: FPRA

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Total Budgeted Staffing Level	0	0	0	0

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
Total Personnel Services		$ 0	$ 0	$ 0	$ 0
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	$ 0
3190	Consultant Fees	147,940	11,775	0	250,000
3200	Accounting & Auditing	8,000	8,000	9,000	9,540
3440	Demolition	21,730	0	0	0
3468	Marina Operation	5,247	0	6,000	0
3490	Contractual Fees	232,232	285,405	500,000	695,000
4020	Travel & Education	4,278	8,615	10,000	20,000
4110	Communications	0	0	0	0
4120	Freight and Postage	0	0	600	500
4310	Utilities	32,574	31,939	30,000	40,000
4410	Equipment Rental	3,693	0	0	0
4430	Land Lease	84,255	120,296	60,000	125,000
4510	Insurance	130,270	64,199	192,000	200,000
4620	Site Maintenance	86,630	98,533	125,000	125,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	0	0	0
4675	Software Maintenance	0	1,226	0	0
4720	Outside Printing	0	0	0	0
4810	Advertising	880	851	5,000	5,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Fort Pierce Redevelopment Agency	Department:	City Manager
Fund/Division Number: 104-0000	Division:	FPRA

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, cont'd					
4911	Loan Interest	0	0	0	0
4940	Bad Debts	0	0	0	0
4960	Administrative Fees	175,000	175,000	175,000	181,000
4980	Contingency	0	0	87,292	300,000
4985	Real Estate Taxes	36,753	37,064	45,000	45,000
4990	Miscellaneous Expenses	1,451	45	10,000	0
5110	Office Supplies	0	0	0	0
5120	EDP Supplies	0	0	0	0
5210	Gas and Oil	47	0	0	0
5410	Books, Pubs, Subscriptions & Mbrshp	2,045	2,670	2,500	5,000
	Total Operating Expense	$ 973,026	$ 845,618	$ 1,257,392	$ 2,001,040
Capital Outlay					
6100	Land	$ 0	$ 0	$ 0	$ 0
6200	Buildings	0	46,327	1,150,000	390,583
6310	Roads & Bridges	0	145,752	1,750,000	350,000
6320	Other improvements	43,120	209,726	400,000	788,252
6410	Office Equip & Machinery	23,738	122,673	0	0
6440	Office Equip & Machinery/Vehicle	0	47,000	0	0
	Total Capital Outlay	$ 66,858	$ 571,479	$ 3,300,000	$ 1,528,835
Other Programs & Projects					
8340	Other Grants & Aids	$ 13,400	$ 136,965	$ 400,000	$ 997,671
8347	Community Policing	250,875	350,060	525,000	1,015,000
8392	Youth Activities	20,000	26,000	0	100,000
	Total Programs & Projects	$ 284,275	$ 513,026	$ 925,000	$ 2,112,671
Transfers					
90 01	General-Debt Service (2010B)	$ 421,376	$ 0	$ 0	$ 0
90 01	General-Debt Service/(2019A)	2,067,525	2,065,500	2,065,050	2,056,950
9118	Debt Service 2015A	1,619,200	1,621,440	1,622,400	1,622,080
9119	Debt Service 2015B	896,600	0	0	0
9120	Debt Service 2020B2-Land	247,251	150,264	0	0
9121	Debt Service 2021	0	829,200	836,000	836,600
9166	Sunrise Theatre	450,000	450,000	500,000	500,000
9167	General	581,945	168,484	1,262,315	2,000,000
9184	Special Revenue Fund	0	267,966	0	0
9189	Police Grants/FPRA	115,115	0	446,513	939,361
	Total Transfers	$ 6,399,012	$ 5,552,854	$ 6,732,278	$ 7,954,991
	TOTAL APPROPRIATIONS	**$ 7,723,171**	**$ 7,482,976**	**$ 12,214,670**	**$ 13,597,537**

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
CDBG REVENUE					
331 90	Entitlement Grant	$ 500,396	$ 596,016	$ 564,875	$ 529,209
334 50	Program Income	0	0	0	0
361 39	Other Interest Earnings	82	560	500	500
366 00	Contributions from Private Sources	0	0	0	0
369 31	Reimbursement of Expenditures	8,368	0	5,000	0
	CDBG Carry Over Funding	42,142	257,729	366,304	251,062
	Total REVENUE	**$ 550,987**	**$ 854,305**	**$ 936,679**	**$ 780,771**
TRANSFERS					
369 41	Contractual Svc./CDBG	$ 0	$ 0	$ 0	$ 0
369 42	Contractual Svc./SHIP	0	0	0	0
369 43	Contractual Svc./Grants Admin.	37,500	0	0	0
369 30	Settlement	0	0	0	0
381 10	Transfer from General	100,000	60,000	100,000	220,000
381 11	Transfer from FPRA	0	0	0	0
	Total TRANSFERS	**$ 137,500**	**$ 60,000**	**$ 100,000**	**$ 220,000**
	Total CDBG REVENUE	**$ 688,487**	**$ 914,305**	**$ 1,036,679**	**$ 1,000,771**

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level					
	Grants Administration Manager	1	1	1	1
	Grant Writer	1	1	1	1
	Community Resource Specialist	1	1	1	1
	Reporting & Grants Specialist	1	1	1	1
	Administrative Assistant	0	0	1	1
	Total Budgeted Staffing Level	**4**	**4**	**5**	**5**

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
10 10	Salaries and Wages	$ 141,632	$ 264,091	$ 309,315	$ 341,781
10 30	Accrued Compensation	0	0	500	500
10 40	Overtime	1,211	1,272	0	0
20 10	FICA Taxes	10,292	19,866	23,701	26,184
20 20	Retirement	24,225	45,395	54,403	63,562
20 30	Life & Health Insurance	22,554	27,033	29,375	36,719
20 35	Dental Insurance	1,146	1,060	1,145	2,440
20 40	Workers' Compensation	465	487	465	377
	Total Personnel Services	**$ 201,526**	**$ 359,203**	**$ 418,904**	**$ 471,562**
CDBG Department Expenditures					
	Administrative				
32 00	Accounting & Auditing	0	811	875	890
34 90	Administrative-Contractual	79,223	5,520	0	0
49 60	Administrative Expenses	27,034	33,367	55,000	104,950
	Rehabilitation Department				
83 10	Housing Rehabilitation	$ 25,227	$ 251,499	$ 45,000	$ 150,000
83 30	Senior Citizens Housing	0	0	0	0
83 40	Other Grants & Aids	3,700	14,996	50,000	59,380
83 45	Weatherization	0	0	0	0

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
	Neighborhood Revitalization				
83 80	Lincoln Park Mainstreet	$ 37,500	$ 50,000	$ 50,000	$ 0
83 80	Fort Pierce Mainstreet	37,500	50,000	50,000	0
83 83	Lincoln Park/Orange Ave. Business Dev	0	0	0	0
83 86	Local Art/Cultural Heritage	21,717	38,285	46,900	0
86 86	FPAT	0	0	0	0
83 87	Commercial Facades	0	0	0	0
	Economic Development				
83 88	Micro-Bus/Economic Development	$ 51,201	$ 78,657	$ 60,000	$ 80,000
83 88	Job Fair & Lincoln Park Business Expo	0	0	20,000	20,000
	Public Service				
83 97	Public Facility Improvements	$ 463	$ 9,123	$ 80,000	$ 93,989
83 97	Public Amenities	0	0	0	0
83 88	Public Service Agencies	19,040	0	50,000	20,000
83 98	Youth and Children Projects	0	1,304	0	0
	Total Operating Expenditures	**$ 302,605**	**$ 533,562**	**$ 507,775**	**$ 529,209**
	Grants-Programs & Projects				
83 10	Housing Rehabilitation (Roll-over)	0	0	40,000	0
83 41	Commercial Façade (Roll-over)	0	20,150	25,000	0
83 83	Micro-Bus/Economic Development	0	0	20,000	0
83 86	Local Art/Cultural Heritage	0	0	0	0
83 98	Public Service	0	0	25,000	0
83 99	COVID19 Projects	180,000	0	0	0
	Administrative Expenses	0	0	0	0
	Total Roll-Over Expenditures	**$ 180,000**	**$ 20,150**	**$ 110,000**	**$ 0**
	Capital				
63 10	Road & Bridge Improvement	$ 0	$ 0	$ 0	$ 0
63 20	Other Improvements	0	0	0	0
64 10	Office Equipment & Machinery	4,356	1,390	0	0
64 45	Other Equipment	0	0	0	0
99 99	Unencumbered	0	0	0	0
	Total Capital	**$ 4,356**	**$ 1,390**	**$ 0**	**$ 0**
	TOTAL CDBG APPROPRIATIONS	**$ 688,487**	**$ 914,305**	**$ 1,036,679**	**$ 1,000,771**

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment Fund/Division Number: 103 & 105	Department: CDBG & SHIP Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
SHIP REVENUES					
344 90	SHIP	$ 497,670	$ 377,555	$ 549,324	$ 377,309
334 50	Program Income	50	100	1,000	500
361 10	Interest on Investments	40	334	100	100
369 90	Other Misc. Revenues	34,510	0	0	0
381 90	Program Income HHR	8,851	0	0	0
	Carry Over Funding	(269,853)	148,952	0	0
	Total SHIP Revenue	**$ 271,268**	**$ 526,941**	**$ 550,424**	**$ 377,909**
SHIP EXPENDITURES					
Total Operating Expenses		$ 1,083	$ 3,779	$ 54,932	$ 37,791
Total Grants-Programs &Projects		270,185	523,162	495,492	340,118
	TOTAL SHIP APPROPRIATIONS	**$ 271,268**	**$ 526,941**	**$ 550,424**	**$ 377,909**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Department of Urban Redevelopment	Department:
Fund/Division Number:	Division: Grants Administration

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants					
334 50	Program Income	$ 135,737	$ 16,244	$ 0	$ 0
	Total Intergovernmental	$ 135,737	$ 16,244	$ 0	$ 0
Miscellaneous Revenue					
361 10	Interest on Investments	($13)	$ 301	$ 500	$ 500
361 38	HHRP Loan	2,629	0	2,000	500
369 31	Reimb. Of Expenditures	450	0	0	0
369 90	Other Misc. Revenues	0	0	0	0
	Carry Forward Funding	0	0	530,000	547,133
	Total Miscellaneous Revenues	$ 3,066	$ 301	$ 532,500	$ 548,133
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
381 91	FPRA	0	0	0	0
	Total Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$138,803**	**$ 16,545**	**$ 532,500**	**$ 548,133**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Department of Urban Redevelopment Fund/Division Number:	Department: Division: Grants Administration			
	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services				
10 10 Salaries and Wages	$ 0	$ 0	$ 0	$ 0
10 30 Accrued Compensation	0	0	0	0
10 40 Overtime	0	0	0	0
20 10 FICA Taxes	0	0	0	0
20 20 Retirement	0	0	0	0
20 30 Life & Health Insurance	0	0	0	0
20 35 Dental Insurance	0	0	0	0
20 40 Workers' Compensation	0	0	0	0
Total Personnel Services	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 0	$ 0
4020 Travel & Education	0	0	0	0
4120 Freight and Postage	0	0	100	100
4810 Advertising	0	0	0	0
4960 Administrative Fees	0	0	2,400	2,400
4965 Escrow Expenses	0	0	0	0
4990 Miscellaneous Expenses	100	0	0	0
Programs & Projects	0	0	530,000	545,633
Total Operating Expense	$ 100	$ 0	$ 532,500	$ 548,133
Interfund Transfers				
Transfer to CDBG	$ 37,500	$ 0	$ 0	$ 0
Transfer to SHIP	0	0	0	0
Total Interfund Transfers	$ 37,500	$ 0	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 37,600**	**$ 0**	**$ 532,500**	**$ 548,133**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina		Department: Marina			
Fund/Division Number: 401-0000		Division:			
		2021/22 Actual	**2022/23 Actual**	**2023/24 Approved**	**2024/25 Proposed**
Grants					
331 50	Disaster Relief/Federal	$0	$0	$0	$0
334 39	Physical Environmental Grant	0	0	243,750	243,750
334 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 243,750	$ 243,750
Charges for Services					
347 54	Dockage	$ 1,516,009	$ 1,483,615	$ 1,700,000	$ 1,800,000
347 55	Transient Dockage	743,193	1,102,329	975,000	1,200,000
	Total Charges for Services	$ 2,259,202	$ 2,585,943	$ 2,675,000	$ 3,000,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 108	$ 1,244	$ 2,500	$ 2,500
361 33	Other Investment Interest	0	0	0	0
362 14	Leases	2,331	0	3,500	3,500
362 16	Crabby's Lease	293,339	282,152	200,000	200,000
369 31	Reimburse of Expenditures	0	0	0	0
369 49	Misc Revenues	12,375	15,928	12,000	12,000
369 85	Settlement of Claims	0	22,445	0	0
369 90	Other Misc. Revenue	6,771	0	7,000	7,000
369 91	Gas and Oil Sales	2,044,481	2,072,486	2,300,000	1,950,000
369 92	Electric Utility Sales	134,490	106,733	150,000	150,000
369 93	Utility Fees	68,869	139,369	65,000	65,000
369 94	Soda, Candy & Ice Sales	231,396	241,164	235,000	210,000
369 96	Late Payment Charges	1,480	3,863	3,500	3,500
369 97	Live Aboards	84,736	91,435	85,000	80,000
369 98	Other Miscellaneous Revenues	15,255	15,797	17,500	15,000
	Total Miscellaneous Revenue	$ 2,895,631	$ 2,992,616	$ 3,081,000	$ 2,698,500
	Total Revenue	$ 5,154,834	$ 5,578,559	$ 5,999,750	$ 5,942,250
	Appropriated Retained Earnings	(268,060)	(393,236)	676,543	1,357,024
	TOTAL RESOURCES	**$ 4,886,774**	**$ 5,185,323**	**$ 6,676,293**	**$ 7,299,274**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Marina Director	1	1	1	1
Senior Accounting Analyst	1	1	1	1
Operations Supervisor	1	1	1	1
Assistant Dockmaster	2	2	2	2
Concierge Retailer	1	1	1	1
Dock Attendant	1	1	1	1
Storekeeper (FT)	0	1	1	1
Marine Waterways Enforcement Officer	0	0	2	2
Maintenance Technician	0	0	1	1
Total Budgeted Staffing Level	7	8	11	11

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 318,927	$ 289,946	$ 580,910	$ 587,424
1030	Accrued Compensation	3,830	16,632	6,000	5,000
1040	Overtime	3,830	3,568	5,000	5,000
2010	FICA Taxes	24,957	23,787	45,694	46,116
2020	Retirement Contributions	47,529	37,725	94,628	100,600
2030	Life & Health Insurance	45,343	34,755	106,993	100,829
2035	Dental Insurance	2,404	1,754	4,181	4,419
2040	Workers' Comp.	11,113	10,889	12,835	15,012
	Total Personnel Services	$ 457,933	$ 419,055	$ 856,240	$ 864,399
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 3,000	$ 3,000
3190	Consulting Fees	0	0	0	0
3200	Accounting & Auditing	2,834	2,861	3,100	3,255
3490	Misc. Contract Services	18,220	40,020	111,250	50,000
3495	Temp Employee Svc	310,261	408,035	375,000	325,000
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel & Education	0	797	12,000	12,000
4110	Communications	25,149	27,469	35,000	30,000
4120	Freight and Postage	959	1,125	1,500	1,500

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4310	Utilities	165,076	198,237	175,000	175,000
4410	Equipment Rental	4,129	3,110	4,500	4,500
4430	Land Lease	49,753	77,615	50,000	50,000
4510	Insurance & Fidelity Bond	655,507	774,018	750,000	800,000
4540	FLC Liability & Property	0	64,342	0	70,000
4610	Building Maintenance	8,066	12,635	25,000	15,000
4620	Restroom/Laundry Maint.	0	8,928	4,500	5,000
4630	Pier Maintenance	36,835	55,729	60,000	40,000
4650	Vehicle Maintenance	481	701	900	900
4651	Vehicle Parts	854	628	700	700
4660	Equipment Maintenance	12,382	16,434	13,000	13,000
4670	Computer Maintenance	0	1,014	2,500	2,500
4675	Software Maintenance	31,352	32,338	37,000	37,000
4710	Reproduction	1,652	2,361	1,500	1,500
4810	Advertising	33,033	10,679	40,000	35,000
4920	Cost of Goods Sold Fuel	1,739,290	1,606,668	1,500,000	1,500,000
4930	Cost of Goods Sold	116,547	125,149	120,000	120,000
4940	Bad Debt Expense	0	896	5,000	5,000
4960	Administrative Charges	191,338	233,390	200,000	201,350
4970	Inventory Adjustment	936	0	2,500	2,500
4975	Taxes	18,232	18,101	20,000	20,000
4990	Miscellaneous Expense	105	1,790	5,000	5,000
5110	Office Supplies	5,149	5,297	5,000	5,000
5120	EDP Supplies	17	198	500	500
5150	Misc. Equipment	3,354	9,319	20,500	20,500
5210	Gas and Oil	891	1,277	1,000	1,000
5230	Cleaning Supplies	14,814	13,141	16,000	16,000
5231	Safety Supplies	0	2,166	1,000	1,000
5232	Other Supplies	479	474	500	500
5241	Horticultural Supplies	3,729	1,626	3,500	3,500

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
5250	Uniforms	0	609	2,500	2,500
5260	Expendable Tools	3,806	4,502	2,500	2,500
5410	Books,Pubs,Subscriptions&Mbrshp	1,090	1,285	1,500	1,500
5900	Depreciation	1,104,745	1,100,764	1,104,745	1,101,000
	Total Operating Expense	$ 4,565,266	$ 4,871,129	$ 4,722,595	$ 4,689,605
Capital Outlay					
6200	Building	$ 0	$ 0	$ 28,000	$ 0
6310	Other Improvements	20,022	0	975,000	1,360,000
6320	Other Structures Facility	0	0	0	0
6360	Hurricane Improvements	0	0	10,000	0
6410	Office Equip & Machinery	3,354	4,700	4,000	4,000
6420	Furniture & Furnishings	0	0	1,500	1,500
6445	Other Equipment	0	19,558	225,000	518,050
	Total Capital Outlay	$ 23,376	$ 24,258	$ 1,243,500	$ 1,883,550
Debt Service					
7010	Principal	$ 468,061	$ 485,020	$ 488,595	$ 499,752
7020	Interest	194,420	183,526	173,107	161,159
7030	Other Debt Service Cost	26,809	26,809	25,000	26,809
	Total Debt Service	$ 689,290	$ 695,355	$ 686,702	$ 687,720
Non-Operating Expenses					
9110	Transfer to General	$ 250,000	$ 275,000	$ 275,000	$ 275,000
9200	Loan Principal	0	0	0	0
9300	Loan Interest	5,653	1,290	0	0
	Total Non-Operating Expenses	$ 255,653	$ 276,290	$ 275,000	$ 275,000
	TOTAL APPROPRIATIONS	**$ 5,991,519**	**$ 6,286,087**	**$ 7,784,038**	**$ 8,400,274**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants					
331 50	Disaster Relief/Federal	$ 0	$ 0	$ 0	$ 0
331 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charges for Services					
343 40	Residential Service	$ 3,416,488	$ 3,504,562	$ 3,650,000	$ 3,850,000
343 41	Commercial Service	4,146,509	4,188,851	4,575,000	4,700,000
343 43	Commercial Trash	101,291	101,291	101,300	101,300
343 44	Recycling/Billing	415,238	426,643	400,000	450,000
343 45	Other Income	0	0	0	0
343 46	Recycling Program	9,733	14,608	3,500	5,000
	Total Charges for Services	$ 8,089,259	$ 8,235,954	$ 8,729,800	$ 9,106,300
Miscellaneous Revenue					
361 10	Interest on Investments	$ 43	$ 58	$ 1,000	$ 1,000
361 20	Interest of SBA	0	0	0	0
364 41	Sale of Surplus	0	304	0	0
366 90	Contributions/Private Sources	66,674	312,881	0	0
369 85	Settlement of Claims	0	0	0	0
369 90	Miscellaneous Revenue	2,742	213	0	0
	Total Miscellaneous Revenue	$ 69,459	$ 313,456	$ 1,000	$ 1,000
	Total Revenues	$ 8,158,718	$ 8,549,411	$ 8,730,800	$ 9,107,300
	Appropriated Retained Earnings	429,730	(195,160)	502,667	702,859
	TOTAL RESOURCES	**$ 8,588,448**	**$ 8,354,251**	**$ 9,233,467**	**$ 9,810,159**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste	**Department: Solid Waste**
Fund/Division Number: 402-0000	**Division:**

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Deputy City Manager/Public Works Dir.	0	0	0	1
Deputy Public Works Director	1	1	1	1
Fleet Manager	1	1	1	1
Division Manager	1	1	1	1
Operations Manager-Fleet	1	1	1	1
Executive Assistant	1	1	1	1
Engagement & Outreach Coordinator	0	1	1	1
Administrative Assistant	1	1	2	2
Lead Sanitation Driver	0	0	2	2
Sanitation Driver	22	22	22	22
Maintenance Worker	4	4	4	4
Master Mechanic	1	1	1	1
Garage Foreman	0	1	1	1
Diesel Mechanic	3	2	3	3
Inspector	1	1	1	1
Public Works Director	1	1	1	0
Total Budgeted Staffing Level	38	39	43	43

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,454,790	$ 1,411,030	$ 2,296,440	$ 2,437,472
1030	Accrued Compensation	12,150	78,786	14,700	17,000
1040	Overtime	173,856	214,182	50,000	50,000
2010	FICA Taxes	122,601	124,842	180,325	192,418
2020	Retirement Contributions	222,401	218,694	345,162	398,042
2030	Life & Health Insurance	290,974	270,479	470,525	469,583
2035	Dental Insurance	18,046	14,347	20,475	22,235
2040	Workers' Comp.	108,100	99,591	85,718	101,274
	Total Personnel Services	$ 2,402,917	$ 2,431,952	$ 3,463,345	$ 3,688,025

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste		Department: Solid Waste			
Fund/Division Number: 402-0000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense					
3200	Accounting & Auditing	$ 6,612	$ 6,981	$ 7,000	$ 7,420
3420	U.A. Customer Service Admin.	202,800	176,880	187,200	187,200
3430	Landfill Contract	1,923,534	2,186,533	2,250,000	2,500,000
3490	Misc. Contract Services	222,822	148,004	250,000	250,000
3495	Temp Employee Svcs	491,415	699,465	250,000	250,000
4010	Car Allowance	8,400	10,800	10,800	10,800
4020	Travel & Education	9,128	6,615	10,000	10,000
4110	Communications	22,526	16,944	50,000	30,000
4120	Freight and Postage	81	45	500	500
4310	Utilities	19,246	19,563	16,000	20,000
4410	Equipment Rental	3,326	35,389	50,000	50,000
4510	Insurance & Fidelity Bond	186,133	213,664	276,864	276,864
4550	Liability & Property Claims	0	0	0	0
4650	Vehicle Maintenance	3,882	3,266	5,000	5,000
4651	Vehicle Parts	455,204	251,730	350,000	350,000
4652	Tires, Tubes & Batteries	196,538	270,813	250,000	275,000
4653	Unforeseeable	0	14,886	15,000	15,000
4660	Equipment Maintenance	31,732	38,464	35,000	35,000
4670	Computer Maintenance	0	579	500	500
4675	Software Maintenance	11,088	6,899	15,000	15,000
4680	Radio Maintenance	0	0	0	0
4710	Reproduction	493	1,172	2,500	2,500
4810	Advertising	4,387	1,083	6,750	6,750
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	80,000	80,000	80,000	82,400
4990	Miscellaneous Expense	12,960	12,607	10,000	13,000
5110	Office Supplies	5,740	4,857	5,000	5,000
5120	EDP Supplies	0	0	200	200
5150	Miscellaneous Equip Expense	17,250	9,168	10,000	10,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
5210	Gas and Oil	469,366	467,763	600,000	600,000
5232	Other Supplies	11,193	7,433	6,000	6,000
5242	Chemicals	5,578	5,341	10,000	10,000
5250	Uniforms	18,873	10,843	25,000	25,000
5260	Expendable Tools	723	1,030	5,000	5,000
5410	Books,Pubs,Subscriptions&Mbrshp	880	1,139	1,000	1,000
5900	Depreciation	775,074	518,048	775,074	518,048
	Total Operating Expense	$ 5,196,982	$ 5,228,007	$ 5,565,388	$ 5,573,182
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Other Improvements	0	0	0	0
6410	Office Equip & Machinery	0	0	0	0
6420	Furniture & Furnishings	0	0	0	0
6430	Heavy Equipment	0	0	0	0
6445	Other Equipment	241,036	193,595	0	0
6490	SBITA	0	16,999	0	17,000
	Total Capital Outlay	$ 241,036	$ 210,594	$ 0	$ 17,000
Non-Operating Expense					
9110	Transfer to General	$ 948,096	$ 700,000	$ 500,000	$ 500,000
9200	Capital Loan Payment	487,925	247,410	550,000	550,000
9200	Debt Service/Radios	62,617	38,055	0	0
9300	Loan Interest	23,950	16,280	0	0
	Total Non-Operating Expense	$ 1,522,587	$ 1,001,745	$ 1,050,000	$ 1,050,000
	TOTAL APPROPRIATIONS	**$ 9,363,522**	**$ 8,872,299**	**$ 10,078,733**	**$ 10,328,207**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course		Department:	Golf Course		
Fund/Division Number:	405-0000	Division:			

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Charges for Services					
347 20	Membership Dues	$ 31,558	$ 26,166	$ 43,000	$ 45,000
347 22	Other Memberships	1,668	1,332	9,000	35,000
347 24	Golf Fees	984,447	884,161	1,150,000	1,250,000
347 24	Adjustment Golf Fees	(4,610)	(3,923)	0	0
347 25	Driving Range	27,318	28,625	40,000	43,000
	Total Charges for Services	$ 1,040,381	$ 936,360	$ 1,242,000	$ 1,373,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 0	$ 0	$ 0	$ 0
369 25	Pro Shop Merchandise	62,992	61,933	75,000	85,800
369 31	Reimbursement of Expenses	930	331	6,000	6,500
369 70	Events	0	0	0	7,500
369 80	Food	10,484	11,934	20,000	20,000
369 85	Settlement of Claims	0	0	0	0
369 89	Alcoholic Beverages	59,629	62,930	80,692	80,000
369 90	Misc Revenues	4,683	1,738	22,000	35,000
369 94	Snacks & Beverages	21,172	21,378	40,000	25,000
369 98	Other Misc Revenues	0	0	28,000	28,691
	Total Miscellaneous Revenue	$ 159,889	$ 160,243	$ 271,692	$ 288,491
	Total Revenues	$ 1,200,270	$ 1,096,603	$ 1,513,692	$ 1,661,491
Transfers					
381 01	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
382 50	Transfer from Solid Waste	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	(21,483)	636,036	0	(43,866)
	TOTAL RESOURCES	**$ 1,178,787**	**$ 1,732,639**	**$ 1,513,692**	**$ 1,617,625**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course	**Department: Golf Course**
Fund/Division Number: 405-0000	**Division:**

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Golf Course Manager	1	1	1	1
Golf Pro	2	1	1	1
Superintendent	1	1	1	1
Assistant Superintendant	1	0	1	1
Lead Grounds Keeper	0	1	0	0
Total Budgeted Staffing Level	5	4	4	4

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 211,327	$ 269,839	$ 274,201	$ 289,031
1030	Accrued Compensation	3,126	6,391	1,400	1,500
1040	Overtime	0	2,955	0	0
2010	FICA Taxes	16,159	21,057	21,083	22,226
2020	Retirement Contributions	36,996	46,665	48,396	53,952
2030	Life & Health Insurance	32,353	41,696	43,456	36,621
2035	Dental Insurance	1,550	1,833	1,788	2,202
2040	Workers' Comp.	6,795	6,052	4,024	7,873
	Total Personnel Services	$ 308,306	$ 396,488	$ 394,348	$ 413,404
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	2,125	2,032	2,100	2,230
3440	Aquatic Weed Control	0	9,154	9,000	5,300
3490	Contractual Fees	4,856	0	0	0
3495	Temp Employee Svcs	128,681	238,384	165,622	265,000
4110	Communications	19,401	24,176	17,000	20,000
4120	Freight and Postage	79	10	500	500
4310	Utilities	81,922	103,234	85,000	90,000
4410	Equipment Rental-Golf Carts	47,799	0	58,000	0
4420	Land Lease	42,990	44,744	57,000	57,000
4510	Insurance & Fidelity Bond	73,594	82,193	91,572	95,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course		Department: Golf Course			
Fund/Division Number: 405-0000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense cont'd.					
4610	Building Maintenance	0	0	0	0
4620	Building Supplies	0	1,461	1,500	1,500
4630	Irrigation Maintenance	521	25,212	15,000	10,000
4651	Vehicle Parts	0	0	0	0
4660	Equipment Maintenance	0	13,959	10,000	23,000
4670	Computer Maintenance	0	1,107	3,550	3,550
4675	Software Maintenance	15,020	16,914	18,000	18,000
4810	Advertising	0	6,730	7,500	9,000
4925	Cost of Events	0	0	0	0
4930	Cost of Goods Sold	0	23,263	14,000	22,000
4932	Liquor Expense	0	28,014	33,000	33,000
4935	Merchandise CGS	0	47,038	43,000	50,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	68,527	68,375	67,000	69,000
4976	License and Fees	867	906	1,000	1,000
4980	Over/Short Expense	(17)	(28)	0	0
4985	Taxes	5,836	5,836	6,000	6,000
4990	Miscellaneous Expense	0	54	0	0
5110	Office Supplies	1,015	991	1,000	1,000
5120	EDP Supplies	0	0	0	0
5150	Misc Equipment Expense	289	955	0	0
5210	Gas and Oil	2,796	37,975	39,000	40,000
5231	Safety Supplies	0	0	0	0
5232	Other Supplies	0	6,780	5,500	9,000
5235	Maintenance Supplies	0	0	0	0
5240	Golf Supplies	0	1,967	4,500	6,000
5241	Horticultural Supplies	0	960	1,000	1,000
5242	Chemicals	0	86,764	75,000	55,000
5243	Turf Supplies	0	5,005	6,000	15,000
5244	Fertilizer	0	79,832	165,000	200,000
5250	Uniforms	0	0	1,500	1,500
5410	Books,Pubs,Subscriptions&Mbrshp	1,720	3,637	3,500	4,000
5900	Depreciation	142,936	237,795	142,936	237,795
	Total Operating Expense	$ 640,956	$ 1,205,429	$ 1,150,280	$ 1,351,375

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course Fund/Division Number: 405-0000		Department: Golf Course Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Capital Outlay					
6200	Buildings	$ 6,500	$ 0	$ 0	$ 0
6320	Other Structures Facility	0	0	20,000	0
6410	Office Equip & Machinery	3,157	677	0	0
6420	Furniture & Furnishings	0	0	0	0
6445	Other Equipment	302,470	237,795	0	0
	Total Capital Outlay	$ 312,127	$ 238,472	$ 20,000	$ 0
Non-Operating Expense					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9180	Equipment Leases	52,113	114,319	83,000	86,000
9300	Loan Principal	0	0	0	4,597
9010	Loan Interest	8,221	15,727	9,000	44
	Total Non-Operating Expense	$ 60,334	$ 130,045	$ 92,000	$ 90,641
	TOTAL APPROPRIATIONS	**$ 1,321,723**	**$ 1,970,434**	**$ 1,656,628**	**$ 1,855,420**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants				
331 00 00 Federal Grants	$ 0	$ 0	$ 0	$ 0
334 70 10 State Grant/DCF	548,305	172,660	75,000	0
Total Grants	$ 548,305	$ 172,660	$ 75,000	$ 0
Charges for Services				
347 56 10 Ticket Sales	$ 1,012,144	$ 1,176,471	$ 1,250,000	$ 1,750,000
347 56 11 Ticket Sales - Rentals	863,155	771,516	800,000	900,000
347 56 15 Ticket Handling Fees	207,661	304,391	190,000	300,000
347 56 50 Sponsorship Fees	23,000	35,747	35,000	25,000
347 56 80 Memberships	83,858	99,054	125,000	140,000
347 56 90 Donations & Pledges	41,594	7,729	25,000	15,000
Total Charges for Services	$ 2,231,412	$ 2,394,909	$ 2,425,000	$ 3,130,000
Miscellaneous Revenue				
361 10 00 Interest Earning	$ 113	$ 1,154	$ 0	$ 0
362 14 00 Rents and Royalties	163,109	155,289	50,000	225,000
369 31 00 Reimb. of Expenditures	1,457	484	10,000	50,000
369 70 00 Events	19,075	23,300	25,000	30,000
369 89 00 Packaged Sales	163,782	147,095	150,000	200,000
369 90 00 Miscellaneous Revenues	308	5,158	250	300
369 95 00 Commission/Tips/Merch.	11,241	0	6,500	7,000
369 96 00 Late Payment Charges	0	0	0	0
Total Miscellaneous Revenues	$ 359,084	$ 332,480	$ 241,750	$ 512,300
Other Resources				
381 01 00 Transfer from General	$ 0	$ 0	$ 0	$ 0
381 91 00 Transfer from FPRA	450,000	450,000	500,000	500,000
381 89 00 Transfer from Restricted Fund	794,166	159,866	50,000	50,000
381 90 00 Transfer from Restricted Fund-SVOG	0	0	0	0
Total Other Resources	$ 1,244,166	$ 609,866	$ 550,000	$ 550,000
Appropriated Retained Earnigs	(1,238,313)	(408,312)	49,604	(484,648)
TOTAL RESOURCES	**$ 3,144,654**	**$ 3,101,603**	**$ 3,341,354**	**$ 3,707,652**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	**Department: Sunrise Theatre**
Fund/Division Number: 406-0000	**Division:**

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Marketing & Development Manager	1	1	1	1
Technical/Facilities Manager	0	1	1	1
Box House/Operations Manager	1	1	1	1
Executive Director	1	1	1	0
Facilities Maintenance Technician	0	0	1	0
Box Office Clerk	0	0	0	0
Administrative Assistant	0	0	0	0
Marketing & Public Relations Mgr	0	0	0	0
Executive Assistant	0	0	0	0
Total Budgeted Staffing Level	3	4	5	3

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 237,302	$ 316,647	$ 361,327	$ 211,302
1030	Accrued Compensation	4,028	4,229	6,000	1,000
1040	Overtime	269	141	5,000	0
2010	FICA Taxes	18,367	24,050	28,896	16,241
2020	Retirement Contributions	29,174	47,549	65,381	39,424
2030	Life & Health Insurance	37,170	57,197	66,481	19,916
2035	Dental Insurance	1,744	2,064	2,759	835
2040	Workers' Comp	4,970	5,247	5,436	234
	Total Personnel Services	$ 333,026	$ 457,124	$ 541,281	$ 288,952
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	4,345	4,855	5,100	5,200
3490	Misc. Contract Services	274,275	96,893	150,000	250,000
3491	Custodial	31,303	23,544	35,000	45,000
3492	House Crew	36,955	96,644	64,000	110,000
3493	Support Staff	49,322	64,417	55,000	75,000
3495	Temp Employee Svc	38,456	56,369	70,000	65,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
3499	Security	23,563	19,350	25,000	32,000
4010	Car Allowance	4,200	5,400	0	0
4020	Travel & Education	1,860	6,351	8,000	8,000
4040	Hospitality/Entertainment	166	1,562	1,500	2,000
4043	Food	14,758	10,034	30,000	30,000
4044	Transportation	0	950	1,000	1,000
4045	Lodging	0	308	1,000	500
4110	Communications	26,769	29,433	25,000	30,000
4120	Freight and Postage	429	798	2,500	1,500
4310	Utilities	130,420	186,161	125,000	200,000
4410	Equipment Rental	15,364	20,161	15,000	15,000
4411	Audio Gear	0	0	500	5,000
4412	Backline	4,797	4,596	15,000	25,000
4413	Lighting	0	0	1,000	1,000
4414	Rigging	0	0	500	0
4415	Visual	0	0	500	500
4450	Theatre	0	0	0	0
4510	Insurance & Fidelity Bond	266,029	289,726	322,573	375,000
4540	FLC Liability & Property	4,228	0	4,000	4,000
4610	Building Maintenance	15,088	5,038	10,000	7,500
4640	A/C Maintenance	12,616	12,680	15,000	15,000
4645	Building Repair Supplies	1,263	1,706	3,000	3,000
4646	Theatre Supplies	1,492	1,849	1,500	3,000
4660	Equipment Maintenance	0	258	1,500	1,500
4670	Computer Maintenance	0	1,758	2,000	2,000
4675	Software Maintenance	4,309	4,567	4,500	5,000
4710	Reproduction	0	0	1,000	1,000
4720	Outside Printing	1,155	5,942	2,500	1,500
4810	Advertising	168,519	150,293	250,000	250,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4925	Cost of Events	639,390	786,394	800,000	1,100,000
4926	Cost of Events/Rent Reimb	640,058	464,897	550,000	475,000
4932	Packaged Sales	39,433	29,821	46,000	50,000
4933	Concession Supplies	6,148	9,506	8,000	10,000
4940	Bad Debt Expense	171	0	0	0
4945	Refunds	58,696	60,333	0	65,000
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	104,668	119,379	95,000	125,000
4976	Licenses & Fees	1,215	400	25,000	2,500
4985	Taxes	141	0	500	0
4980	Contingency	0	0	0	0
4990	Miscellaneous Expense	1,145	899	2,000	1,500
5110	Office Supplies	385	1,610	5,000	5,500
5120	EDP Supplies	227	0	500	500
5150	Misc Equipment Expense	8,146	5,544	5,000	6,000
5230	Cleaning Supplies	3,272	3,848	6,500	4,500
5410	Books,Publications,Subs&Mbrshp	2,321	1,775	3,000	3,000
5900	Depreciation	563,338	580,485	563,338	580,485
	Total Operating Expense	$ 3,200,435	$ 3,166,532	$ 3,358,011	$ 3,999,185
Capital Outlay					
6200	Other Structures Facilities	$ 0	$ 0	$ 0	$ 0
6320	Other Improvements	168,556	54,629	0	0
6410	Office Equip & Mach	5,975	3,804	0	0
	Total Capital Outlay	$ 174,532	$ 58,433	$ 0	$ 0
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 3,707,992**	**$ 3,682,088**	**$ 3,899,292**	**$ 4,288,137**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Licenses and Permits					
322 10	Permits-Building Dept.	$ 3,996,299	$ 3,093,819	$ 3,250,000	$ 3,250,000
322 20	Inspections	13,453	14,175	15,000	15,000
322 90	Other Permit Fees	2,035,511	1,667,415	1,500,000	1,500,000
329 40	Contractor's License	64,715	64,240	20,000	20,000
	Total Licenses and Permits	$ 6,109,978	$ 4,839,650	$ 4,785,000	$ 4,785,000
Grants					
331 10	General Government	$ 0	$ 0	$ 0	$ 0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charge for Services					
341 40	Cert, Copying, Rcd Search	($292)	$ 10	$ 500	$ 500
341 60	Administration Fees	0	0	0	0
341 61	Demo & Flood Plain Mgmnt	0	927	5,000	5,000
341 94	Credit Card Process Fees	58,586	189,775	30,000	10,000
	Total Charges for Services	$ 58,295	$ 190,712	$ 35,500	$ 15,500
Fines & Forfeits					
354 60	Unlicensed Contracting	$ 0	$ 0	$ 0	$ 0
354 70	Violation of Local Ordinance	45,997	45,183	40,000	40,000
	Total Fines & Forfeits	$ 45,997	$ 45,183	$ 40,000	$ 40,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 462	$ 5,167	$ 0	$ 0
361 33	Other Investment Interest	0	0	0	0
369 31	Reimbursement of Expeditures	0	0	0	0
369 57	St. Lucie County	169,517	132,736	80,000	80,000
369 90	Other Misc. Revenues	51,455	44,798	50,000	50,000
	Total Miscellaneous Revenues	$ 221,435	$ 182,701	$ 130,000	$ 130,000
	Total Revenues	$ 6,435,704	$ 5,258,245	$ 4,990,500	$ 4,970,500
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
	TOTAL Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	(3,787,399)		165,461	1,154,483
	TOTAL RESOURCES	**$ 2,648,305**	**$ 5,258,245**	**$ 5,155,961**	**$ 6,124,983**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Building Director/Official	1	1	1	1
Assistant Building Director	0	0	0	1
Resiliency & CRS Navigator	0	0	0	1
Resiliency & CRS Specialist	0	0	0	1
Special Projects Coordinator	1	1	1	1
Violations Coordinator	0	0	0	1
Executive Assistant	1	1	1	1
Administrative Assistant	1	1	1	1
Building Inspector /Investigator	7	7	7	8
Building Inspector/Plans Examiner	1	1	1	1
Senior Permit Specialist	2	2	2	2
Permit Specialist	8	8	8	11
Plan Examiner	1	1	1	1
Building Inspector	1	1	1	1
Building Investigator	1	1	1	1
Records Management Coordinator	1	1	1	1
Deputy Building Official	1	1	1	0
Building Department Coordinator	1	1	1	0
CRS Coordinator	1	1	1	0
Total Budgeted Staffing Level	29	29	29	34

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services				
1010 Salaries and Wages	$ 1,067,827	$ 1,065,966	$ 1,761,112	$ 1,983,133
1030 Accrued Compensation	17,036	7,582	7,000	8,000
1040 Overtime	35,485	32,915	5,000	30,000
2010 FICA Taxes	82,277	81,741	136,056	155,030
2020 Retirement Contributions	191,451	189,491	311,358	375,324
2030 Life & Health Insurance	187,644	192,566	312,576	356,619
2035 Dental Insurance	11,473	8,901	13,154	15,208
2040 Workers' Compensation	26,924	28,077	33,805	35,669
Total Personnel Services	$ 1,620,116	$ 1,607,240	$ 2,580,061	$ 2,958,983
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 2,500	$ 2,500
3170 Examination Fees	0	0	2,500	2,500
3200 Accounting & Auditing	1,417	1,272	1,500	1,600
3490 Contractual Fees	201,143	185,349	750,000	750,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating contd.					
3495	Temp Employee Svcs	89,886	172,865	200,000	200,000
4010	Car Allowance	3,150	5,400	5,400	5,400
4020	Travel and Education	25,373	16,892	50,000	70,000
4110	Communications	27,212	32,920	40,000	40,000
4120	Freight and Postage	4,303	5,104	10,000	10,000
4410	Equipment Rental	26,426	19,544	100,000	100,000
4510	Liability	11,655	14,134	14,000	14,000
4650	Vehicle Maintenance	3,148	3,401	7,500	7,500
4651	Vehicle Parts	3,683	8,921	7,500	7,500
4652	Tires & Batteries	0	0	7,500	7,500
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	5,500	0	0	0
4675	Software Maintenance	63,604	130,571	250,000	250,000
4680	Radio Maintenance	359	0	0	0
4710	Reproduction	3,960	1,875	10,000	10,000
4720	Outside Printing	3,689	1,074	15,000	15,000
4810	Advertising	0	622	500	500
4945	Refunds	0	48	0	0
4960	Administrative Fees	407,146	414,339	430,000	450,000
4990	Miscellaneous Expenses	15,025	10,929	100,000	500,000
5110	Office Supplies	8,203	12,034	10,000	10,000
5120	EDP Supplies	80	5,867	4,500	4,500
5150	Misc. Equipment	26,094	7,171	145,000	145,000
5210	Gas and Oil	16,485	12,334	40,000	40,000
5232	Other Supplies	0	0	5,000	5,000
5410	Books, Pubs, Subscriptions&Mbrshp	5,516	5,206	12,500	12,500
5900	Depreciation	87,935	88,568	87,395	88,568
	Total Operating Expense	$ 1,040,991	$ 1,156,438	$ 2,308,295	$ 2,749,568
Capital Outlay					
6320	Other Improvements	$ 4,680	$ 0	$ 75,000	$ 75,000
6410	Office Equipment & Mach	3,005	35,499	90,000	200,000
6440	Vehicles	48,106	0	130,000	130,000
6420	Furniture & Furnishings	0	0	60,000	100,000
6450	Radios	12,010	0	0	0
6490	SBITA	0	25,879	0	0
	Total Capital Outlay	$ 67,801	$ 61,379	$ 355,000	$ 505,000
Non-operating Expenses					
9201	Debt Service/Radios	$ 7,331	$ 4,455	$ 0	$ 0
	Total Non-Operating Expenses	$ 7,331	$ 4,455	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,736,240**	**$ 2,829,512**	**$ 5,243,356**	**$ 6,213,551**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Stormwater	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants					
331 36	General Grants	$ 0	$ 0	$ 30,000	$ 50,000
	Total Grants	$ 0	$ 0	$ 30,000	$ 50,000
Charges for Services					
000 00	Adoption Services	$ 0	$ 0	$ 48,000	$ 60,000
000 00	Impound Fees	0	0	12,000	10,000
000 00	Service Fees	0	0	12,000	35,000
	Total Charges for Services	$ 0	$ 0	$ 72,000	$ 105,000
Municipal Charges					
000 00	License Fees	$ 0	$ 0	$ 15,000	$ 0
000 00	Citation Fees	0	0	10,000	0
	Total Municipal Charges	$ 0	$ 0	$ 25,000	$ 0
Clinic Charges					
000 00	Sterilization Surgeries	$ 0	$ 0	$ 0	$ 375,000
000 00	Vaccinations	0	0	0	125,000
	Total Clinic Charges	$ 0	$ 0	$ 0	$ 500,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 0	$ 0	$ 0	$ 0
366 90	Merchandise Sales	0	0	6,000	10,000
366 91	Animal Care Products (medical)	0	0	0	62,500
369 43	Business Contributions	0	0	25,000	50,000
369 31	Donations	0	0	50,000	100,000
369 31	Fundraising Income	0	0	25,000	25,000
	Total Miscellaneous Revenue	$ 0	$ 0	$ 106,000	$ 247,500
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 199,500	$ 300,000
381 50	Restricted Fund	0	0	355,000	200,000
381 51	Restriced Fund-ARP	0	0	0	0
	Total Charges for Services	$ 0	$ 0	$ 554,500	$ 500,000
	Total Revenues	$ 0	$ 0	$ 762,500	$ 1,402,500
	Appropriated Retained Earnings	0	0	364,191	0
	TOTAL RESOURCES	**$ 0**	**$ 0**	**$ 1,126,691**	**$ 1,402,500**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Animal Shelter Administrator	0	0	0	1
Operations Manager	0	1	1	1
Kennel Manager	0	0	0	1
Animal Care Specialist I	0	5	6	8
Administrative Assistant (PT)	0	2	2	2
Office Manager/Surgery Technician	0	0	0	1
Veterinary Technician	0	0	0	1
Veterinary Administrative Assistant	0	0	0	1
Animal Care Specialist II	0	2	0	0
Assistant Operations Manager	0	1	1	0
Animal Care Lead Dogs	0	1	1	0
Animal Care Lead Cats	0	1	1	0
Animal Care Medical	0	1	0	0
Total Budgeted Staffing Level	0	14	12	16

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services				
1010 Salaries and Wages	$ 0	$ 396,682	$ 406,770	$ 600,474
1030 Accrued Compensation	0	0	0	500
1040 Overtime	0	0	0	0
2010 FICA Taxes	0	30,346	31,118	45,975
2020 Retirement Contributions	0	67,952	71,429	111,601
2030 Life & Health Insurance	0	103,700	97,461	108,050
2035 Dental Insurance	0	5,117	3,796	5,030
2040 Workers' Compensation	0	5,771	5,472	8,123
Total Personnel Services	$ 0	$ 609,568	$ 616,046	$ 879,753
Operating Expense				
0000 Contractual Services	$ 0	$ 0	$ 2,500	$ 107,500
0000 Temporary Employee Services	0	0	70,000	30,000
0000 Communications	0	0	2,500	2,500
0000 Animal Care-Food	0	15,000	20,000	0
0000 Animal Care Supplies	0	5,000	500	75,000
0000 Medical Supplies	0	40,000	30,000	160,000
0000 Veterinary Services-Sterlization	0	50,000	50,000	55,000
0000 Veterinary Services/Vaccinations	0	20,000	5,000	0
0000 Veterinary Services/Miscellaneous	0	20,000	35,000	25,000
0000 Rescue Cleaning Supplies	0	0	10,000	0
0000 Veterinary Cleaning Supplies	0	10,000	0	12,000
0000 Janitorial Supplies	0	3,000	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating contd.					
0000	Equipment Rental	0	0	0	2,000
0000	Building Maintenance	0	0	2,500	2,500
0000	Software Maintenance	0	1,000	1,000	9,000
0000	Advertising	0	2,500	2,500	3,500
0000	Marketing & Promotions	0	1,000	2,000	1,000
0000	Pest Control	0	1,000	2,500	0
0000	Outreach & Education	0	1,000	0	0
0000	Merchandise/Cost of Goods Sold	0	3,000	1,500	1,500
0000	Licenses & Fees	0	250	0	0
0000	Administrative Fees	0	0	0	0
0000	Miscellaneous Expenses	0	2,500	2,500	10,000
0000	Office Supplies	0	2,000	5,000	3,000
0000	Cleaning Supplies	0	0	0	12,000
0000	Safety Supplies	0	0	1,000	1,500
0000	Uniforms	0	2,500	5,000	1,500
0000	Misc. Equipment	0	0	5,000	7,747
0000	Other Supplies	0	0	0	0
0000	Books, Pubs, Subscriptions&Mbrshp	0	750	1,000	500
0000	Depreciation	0	0	0	0
	Total Operating Expense	$ 0	$ 180,500	$ 257,000	$ 522,747
Capital Outlay					
6320	Other Improvements	$ 0	$ 25,000	$ 25,000	$ 0
6410	Office Equipment & Mach	0	50,000	50,000	0
6420	Furniture & Furnishings	0	25,000	25,000	0
6460	Clinic/Surgery Equipment	0	200,000	200,000	0
	Total Capital Outlay	$ 0	$ 300,000	$ 300,000	$ 0
	TOTAL APPROPRIATIONS	**$ 0**	**$ 1,090,068**	**$ 1,173,046**	**$ 1,402,500**

City Commission Regular Meeting - 5:05 pm **13. g.**

Meeting Date: 09/03/2024

Re: TEFRA Hearing - Synergy School of Tomorrow

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Public Hearing and Resolution 24-R34 regarding TEFRA Hearing at the request of Synergy School of Tomorrow, Inc. to issue tax exempt private activity bonds to be used to finance renovations to and buildout of the facilities located at 5900 Tedder Road, 6130 Tedder Road, 2395 South Jenkins Road, 5200 Oleander Avenue, and 3209 Virginia Avenue in Fort Pierce, Florida, and related activities.

SUMMARY:

Synergy School of Tomorrow, Inc. is requesting the Public Finance Authority, a body corporate and politic of the State of Wisconsin (the "Authority"), to issue its Educational Facilities Revenue and Revenue Refunding Bonds, in an aggregate principal amount not to exceed $35,000,000 (the "Bonds") for renovations to and buildout of the facilities located at 5900 Tedder Road, 6130 Tedder Road, 2395 South Jenkins Road, 5200 Oleander Avenue, and 3209 Virginia Avenue in Fort Pierce, Florida, and related activities.

PFA is a unit of government, and a body corporate and politic organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended. PFA has issued a number of these private activity bond issues over the years throughout the country, many of them in Florida.

The Internal Revenue Code requires that, prior to the issuance of tax exempt private activity bonds, there must be a public hearing held in the local jurisdiction where the project is located, notice of that public hearing must be published in a newspaper of general circulation at least 7 days in advance, and the issuance of the bonds must be approved by an elected official with jurisdiction over the Project. For purposes of the Internal Revenue Code, the City of Ft. Pierce has jurisdiction over the Project, and the elected official would be the City Commission. The specific action that would be requested from the City is a resolution approving the issuance of the bonds for purposes of the Internal Revenue Code.

It is important to note that the Bonds would not be issued by the City, and the City would have no obligation, moral or otherwise, with respect to the Bonds, and the Bonds would not count against any caps or limits on the issuance of debt by the City.

RECOMMENDATION:

Approve the resolution.

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:
Linda W. Cox, City Clerk

COORDINATED WITH:
Sara Hedges, City Attorney
Synergy School Representatives

Attachments

24-R43
Proof of Publication
City Attorney Approval

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/30/2024 10:15 AM

Form Started By: Linda Cox
Started On: 07/30/2024 09:04 AM
Final Approval Date: 07/30/2024

RESOLUTION NO. 24-R43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE ISSUANCE OF NOT EXCEEDING $35,000,000 PUBLIC FINANCE AUTHORITY EDUCATIONAL FACILITIES REVENUE AND REVENUE REFUNDING BONDS (SYNERGY SCHOOL OF TOMMORROW, INC. PROJECT) WITHIN THE MEANING OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND SECTION 66.0304(11)(a) OF THE WISCONSIN STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Finance Authority, a body corporate and politic of the State of Wisconsin (the "Authority"), proposes to issue its Educational Facilities Revenue and Revenue Refunding Bonds (Synergy School of Tomorrow, Inc. Project), in an aggregate principal amount not to exceed $35,000,000 (the "Bonds"); and

WHEREAS, the proceeds of the Bonds will be loaned to Synergy School of Tomorrow, Inc., a Florida nonprofit corporation (the "Applicant"), and used by the Applicant to (a) finance renovations to and buildout of facilities and the acquisition of furniture, fixtures and equipment for use of Applicant of facilities located at (i) 5900 Tedder Road, 6130 Tedder Road and 2395 South Jenkins Road, Fort Pierce, Florida, (ii) 5200 Oleander Avenue, Fort Pierce, Florida, (iii) 3209 Virginia Avenue, Fort Pierce, Florida; (b) refund the Authority's Educational Facilities Revenue Bonds (Synergy School of Tomorrow, Inc. Project) Series 2023A and Educational Facilities Revenue Bonds (Synergy School of Tomorrow Project) Taxable Series 2023B; (c) make a deposit to a debt service reserve fund, if required; (d) pay capitalized interest on the Bonds, if required; and (e) pay costs of issuance of the Bonds and certain other costs incurred in connection with the issuance of the Bonds (collectively, the "Project");

WHEREAS, in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") the issuance of the Bonds must be approved by the "Applicable Elected Representative" of the City of Fort Pierce, Florida (the "City"), as the host jurisdiction; and

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, bonds issued by the Authority must be approved prior to their issuance by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the project is to be located; and

WHEREAS, the Applicant has requested that the City Commission of the City (the "City Commission") approve the financing of the Project and the issuance of the

Bonds in order to satisfy the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Joint Exercise Agreement"), and Section 66.0304(11)(a) of the Wisconsin Statutes; and

WHEREAS, in accordance with Section 147(f) of the Code, the City Commission, as host jurisdiction for the Project, must provide public notice of and conduct a public hearing concerning the Authority's intention to issue the Bonds, and approve the issue; and

WHEREAS, public notice was given as set forth in Exhibit A (the "Notice") in TC Palm, a newspaper of general circulation in the City of Fort Pierce; and

WHEREAS, the City Commission conducted a public hearing, pursuant to the Notice, on September 3, 2024.

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

Section 1. APPROVAL OF ISSUANCE OF BONDS: The City Commission hereby approves the issuance of the Bonds by the Authority for financing the Project. It is the purpose and intent of the City Commission that this Resolution constitute approval of the issuance of the Bonds by the City, which is the governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code, Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement.

Section 2. LIMITATION: The Bonds are not a debt of the City, the State of Florida (the "State"), nor any other political subdivision thereof; and neither the City, the State nor any other political subdivision thereof shall be liable thereon. The approval given herein is for the sole purpose of providing approval of the Bonds pursuant to Section 147(f) of the Code, Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement, and the City does not pass judgment on the financial feasibility of the Project, the sufficiency of the proceeds of the Bonds to

complete the Project, the ability of the Applicant to repay the loan of the proceeds of the Bonds or any other matter relating to the Applicant, the Bonds or the Project.

Section 3. EFFECTIVE DATE: This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of September, 2024.

_____
LINDA HUDSON, MAYOR

Attest:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, ESQ., CITY ATTORNEY

EXHIBIT “A”

NOTICE OF PUBLIC HEARING

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/25/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/25/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$457.60	
Tax Amount:	$0.00	
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

PUBLIC FINANCE AUTHORITY
NOTICE OF PUBLIC HEARING - CITY OF FORT PIERCE

The City Commission of the City of Fort Pierce, Florida (the "City") will hold a public hearing on Tuesday, September 3, 2024, at 5:05 p.m., or as soon thereafter as possible, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to discuss a project involving a qualified private activity bond financing. Anyone having an interest in this matter may attend the meeting to give their comments.

Applicant:
Synergy School of Tomorrow, Inc., a Florida non-profit corporation
2810 S Federal Highway
Fort Pierce, FL 34974

Project Descriptions and Locations:
The Educational Facilities Revenue Bonds in one or more series (the "Bonds"), are expected to be issued by the Public Finance Authority (the "Authority"), and the proceeds loaned to the Applicant for the following:

(a) Refunding of the Authority's $16,444,553 Educational Facilities Revenue Bonds (Synergy School of Tomorrow, Inc. Project) Series 2023A and the Authority's $1,124,553 Educational Facilities Revenue Bonds (Synergy School of Tomorrow, Inc. Project) Taxable Series 2023B (collectively, the "Refunded Bonds"), which were issued for the following purposes:
(i) Acquisition, renovation and repurposing of an approximately 41,812 square foot facility on approximately 13.8 acres of land located at 5900 Tedder Road, Fort Pierce, Florida and 6130 Tedder Road, Fort Pierce, Florida, for middle school classrooms and related facilities to primarily serve students in grades 6-8 (the "Tedder Road Campus");
(ii) Acquisition and renovation of an approximate 16,074 square foot educational complex located at 5200 Oleander Avenue, Fort Pierce, Florida, currently leased by the Applicant and operated by the Applicant as Florida State Christian Academy serving approximately 320 students in grades K-5 (the "Oleander Avenue Campus");
(iii) Improving and adding playgrounds and athletic fields at the Tedder Road Campus;
(iv) Renovation and repurposing of an approximately 75,000 square foot educational facility located at 2810 S. Federal Highway in Fort Pierce, Florida 34982, for use by the Applicant as a private school serving grades 6-12 (the "Virginia College Campus") to primarily serve grades 9-12;
(v) Acquisition of furniture, fixtures and equipment for use of Applicant at all campuses;
(vi) Paying costs of issuance of the Bonds and certain other costs incurred in connection with the issuance of the Bonds.
(vii) Refunding of the Authority's $6,965,000 Educational Facilities Revenue Bonds (St. James Christian Academy, Inc. Project) Series 2019A and the Authority's $630,000 Educational Facilities Revenue Bonds (St. James Christian Academy, Inc. Project) Taxable Series 2019B (collectively, the "Refunded Bonds"), which were issued for the following purpose:
- acquisition by the Applicant of the Virginia College Campus;
- financing renovations to and buildout of the Virginia College Campus and the acquisition of furniture, fixtures and equipment for use of Applicant at the Virginia College campus; and
- paying costs of issuance of the Bonds and certain other costs incurred in connection with the issuance of the Bonds.

(b) Construction, installation and equipping of the following improvements:
(i) Sport Field Acquisition, Renovations & Expansion (Tedder Road, Oleander Avenue and Virginia College);
(ii) Fencing (Tedder Road and Oleander Avenue);
(iii) Athletic Fields Construction (Tedder Road);
(iv) Buses – Fleet Replacement (Virginia College);
(v) Vehicles (Tedder Road, Oleander Avenue and Virginia College);
(vi) Renovation of Central Office at 2395 South Jenkins Road);
(vii) HVAC Replacement (Oleander Avenue and Virginia College);
(viii) Security Interface (Virginia College);
(ix) Technology – Server Replacements (Virginia College);
(x) Completion of Gym Build-Out (Virginia College);
(xi) Walk-in Coolers / Freezers (Virginia College);
(xii) Outdoor Basketball Pavillions (Tedder Road, Oleander Avenue and Virginia College); and
(xiii) Campus Building Renovation (Indian River State College campus located at 3209 Virginia Avenue, Fort Pierce, FL)

(c) Making a deposit to a debt service reserve fund, if required;

(d) Paying capitalized interest on the Bonds, if required;

(e) Swap; and

(f) Paying costs of issuance of the Bonds and certain other costs incurred in connection with the issuance of the Bonds.

Project Owner: Applicant

Maximum Aggregate Face Amount of Tax Exempt Obligations Requested: $35,000,000

The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, by the Authority, a unit of government, and a body corporate and politic organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended. The Bonds will be special limited obligations of the Authority payable solely from the loan repayments to be made by the Applicants to the Authority, and certain funds and accounts held by the bond agreement for the Bonds. All of the facilities to be financed with the proceeds of the Bonds will be owned by the Applicant.

The Bonds will not be a debt or liability of the City, St. Lucie County, the State of Florida or any political subdivision thereof, and neither the City, St. Lucie County, the State of Florida or any political subdivision thereof shall have any payment responsibility whatsoever in connection with the Bonds.

At the public hearing, any and all persons in attendance will be afforded an opportunity to comment on the proposed Project and the issuance of the Bonds therefor. Interested persons are invited to submit written comments, speak at the public hearing, or both. The public hearing is being held in the City as the host jurisdiction pursuant to the Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code").

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

This notice is published in accordance with the public notice requirements of Section 147(f) of the Code and the Tax Equity and Fiscal Responsibility Act of 1982.

City of Fort Pierce, Florida
/s/ Linda W. Cox, City Clerk
August 25 2024
LSAR0137145

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: LINDA COX, CITY CLERK

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: TEFRA HEARING - SYNERGY SCHOOL OF TOMORROW

CAO RLS FILE: RLS 24-287

DATE: JULY 24, 2024

I have reviewed the above Request for Legal Services (RLS) related to a TEFRA Hearing for the Synergy School of Tomorrow. I have reviewed the Resolution and the Legal Ad. I will note the project description in the second whereas clause of the Resolution and on the Legal Ad do not completely match. There is more detail on the Legal Ad. You should reach out to the Applicant for clarification on the need to match exactly. Additionally, the Legal Ad lists the meeting time as 6:30pm and will need to be corrected.

With the above resolved, the Resolution and the Legal Ad are approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm **14. a.**

Meeting Date: 09/03/2024

Re: FPRA Budget

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 24-R48 Adopting the Fort Pierce Redevelopment Agency FY2024-25 Budget.

SUMMARY:

At their meeting on July 9, 2024, the Fort Pierce Redevelopment Agency accepted the FY 2025 FPRA Project Based Budget and the FY 2025 FPRA Operating Budget.

RECOMMENDATION:

Adopt the resolution.

ALTERNATIVES:

do not adopt

RESPONSIBLE STAFF:

Johnna Morris, Director of Finance

COORDINATED WITH:

Shyanne Harnage, CRA Administrator

Attachments

24-R48

Exhibit A Budget

Form Review

Form Started By: Linda Cox Started On: 07/25/2024 03:03 PM

Final Approval Date: 07/25/2024

RESOLUTION NO. 24-R48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE **FY2025 BUDGET FOR THE FORT PIERCE REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025;** AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at their meeting on July 9, 2024, the Fort Pierce Redevelopment Agency accepted the FY 2025 FPRA Project Based Budget and the FY 2025 FPRA Operating Budget.

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

SECTION 1. The City Commission hereby approves the FY2025 Annual Budget of the Fort Pierce Redevelopment Agency attached hereto as Exhibit A.

SECTION 2. This Resolution shall be effective on October 1, 2024.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of September, 2024.

Linda Hudson, Mayor Commissioner

ATTEST:

Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS

Sara Hedges, City Attorney

Proposed Budget for Fiscal Year 2024/25

Fund Title: Urban Redevelopment	Department:	Urban Redevelopment
Fund/Division Number: 104-0000	Division:	FPRA

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Taxes					
311 10	Ad Valorem Taxes	$ 7,923,864	$ 9,391,986	$ 11,899,370	$ 13,237,537
	Total Taxes	$ 7,923,864	$ 9,391,986	$ 11,899,370	$ 13,237,537
Licenses and Permits					
329 20	Lot Clearing Permits	$ 1,372	$ 3,869	$ 500	$ 2,500
	Total Licenses and Permits	$ 1,372	$ 3,869	$ 500	$ 2,500
Intergovernmental					
343 91	Admin Charge - Liens	$3,825	$2,306	$0	$0
347 54	Marina Dockage	12,178	5,189	12,300	5,000
384 90	Other Grants	1,544	0	0	0
	Total Intergovernmental	$ 17,547	$ 7,494	$ 12,300	$ 5,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 377	$ 3,953	$ 500	$ 500
362 14	Leases	333,286	374,415	300,000	350,000
363 10	Liens	0	32,362	1,000	1,000
369 31	Reimburse of Expenditures	508	2,245	500	500
369 45	Sale of Surplus Land	0	0	0	0
369 90	Other Misc. Revenues	0	0	500	500
	Total Miscellaneous Revenues	$ 334,170	$ 412,974	$ 302,500	$ 352,500
Transfers					
	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
	Transfer from Construction Fund	0	0	0	0
	Transfer from Restricted Fund	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$ 8,276,953**	**$ 9,816,324**	**$ 12,214,170**	**$ 13,597,537**
Fund Balance Appropriation		(553,782)	(2,333,348)	0	0
	TOTAL RESOURCES	**$ 7,723,171**	**$ 7,482,976**	**$ 12,214,170**	**$ 13,597,537**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Fort Pierce Redevelopment Agency	Department: City Manager
Fund/Division Number: 104-0000	Division: FPRA

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Total Budgeted Staffing Level	0	0	0	0

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
Total Personnel Services		$ 0	$ 0	$ 0	$ 0
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	$ 0
3190	Consultant Fees	147,940	11,775	0	250,000
3200	Accounting & Auditing	8,000	8,000	9,000	9,540
3440	Demolition	21,730	0	0	0
3468	Marina Operation	5,247	0	6,000	0
3490	Contractual Fees	232,232	285,405	500,000	695,000
4020	Travel & Education	4,278	8,615	10,000	20,000
4110	Communications	0	0	0	0
4120	Freight and Postage	0	0	600	500
4310	Utilities	32,574	31,939	30,000	40,000
4410	Equipment Rental	3,693	0	0	0
4430	Land Lease	84,255	120,296	60,000	125,000
4510	Insurance	130,270	64,199	192,000	200,000
4620	Site Maintenance	86,630	98,533	125,000	125,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	0	0	0
4675	Software Maintenance	0	1,226	0	0
4720	Outside Printing	0	0	0	0
4810	Advertising	880	851	5,000	5,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Fort Pierce Redevelopment Agency	Department:	City Manager
Fund/Division Number: 104-0000	Division:	FPRA

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, cont'd					
4911	Loan Interest	0	0	0	0
4940	Bad Debts	0	0	0	0
4960	Administrative Fees	175,000	175,000	175,000	181,000
4980	Contingency	0	0	87,292	300,000
4985	Real Estate Taxes	36,753	37,064	45,000	45,000
4990	Miscellaneous Expenses	1,451	45	10,000	0
5110	Office Supplies	0	0	0	0
5120	EDP Supplies	0	0	0	0
5210	Gas and Oil	47	0	0	0
5410	Books, Pubs, Subscriptions & Mbrshp	2,045	2,670	2,500	5,000
	Total Operating Expense	$ 973,026	$ 845,618	$ 1,257,392	$ 2,001,040
Capital Outlay					
6100	Land	$ 0	$ 0	$ 0	$ 0
6200	Buildings	0	46,327	1,150,000	390,583
6310	Roads & Bridges	0	145,752	1,750,000	350,000
6320	Other improvements	43,120	209,726	400,000	788,252
6410	Office Equip & Machinery	23,738	122,673	0	0
6440	Office Equip & Machinery/Vehicle	0	47,000	0	0
	Total Capital Outlay	$ 66,858	$ 571,479	$ 3,300,000	$ 1,528,835
Other Programs & Projects					
8340	Other Grants & Aids	$ 13,400	$ 136,965	$ 400,000	$ 997,671
8347	Community Policing	250,875	350,060	525,000	1,015,000
8392	Youth Activities	20,000	26,000	0	100,000
	Total Programs & Projects	$ 284,275	$ 513,026	$ 925,000	$ 2,112,671
Transfers					
90 01	General-Debt Service (2010B)	$ 421,376	$ 0	$ 0	$ 0
90 01	General-Debt Service/(2019A)	2,067,525	2,065,500	2,065,050	2,056,950
9118	Debt Service 2015A	1,619,200	1,621,440	1,622,400	1,622,080
9119	Debt Service 2015B	896,600	0	0	0
9120	Debt Service 2020B2-Land	247,251	150,264	0	0
9121	Debt Service 2021	0	829,200	836,000	836,600
9166	Sunrise Theatre	450,000	450,000	500,000	500,000
9167	General	581,945	168,484	1,262,315	2,000,000
9184	Special Revenue Fund	0	267,966	0	0
9189	Police Grants/FPRA	115,115	0	446,513	939,361
	Total Transfers	$ 6,399,012	$ 5,552,854	$ 6,732,278	$ 7,954,991
	TOTAL APPROPRIATIONS	**$ 7,723,171**	**$ 7,482,976**	**$ 12,214,670**	**$ 13,597,537**

City Commission Regular Meeting - 5:05 pm **14. b.**

Meeting Date: 09/03/2024

Re: CWC

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Submittal of applications to serve on the Communitywide Council.

SUMMARY:

We have 6 vacancies - 3 at-large and 3 target area.

RECOMMENDATION:

Appoint members as appropriate.

ALTERNATIVES:

Continuing seeking applicants.

RESPONSIBLE STAFF:

City Clerk

COORDINATED WITH:

Communications

Attachments

Hodge-Wimes
Nedd
Nixon
Scurry

Form Review

Form Started By: Linda Cox Started On: 08/21/2024 07:55 AM

Final Approval Date: 08/21/2024

Print

Application For Appointment/Reappointment - Submission #22600

Date Submitted: 7/29/2024

Name of Board or Boards for which you are applying:*

Communitywide Council, surtax, police Community Advisory Committee

Name:*

ELLA HODGE-WIMES

Home Address:*

P.O.BOX 1122

City:* **State:*** **Zip:***

Florida | FL | 34947

How long at this address?* **Telephone Number***

30 years | 7728010393

If less than two years, provide prior address:

906 Hickory Street

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Sub-techer

Employer:*

St Lucie County School System

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

Ella Notary Services

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

fort pierce

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

St Lucie County School of St Lucie

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

see resume

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Surtax

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

n/a

Applicant Email Address:*

Ellawimes47@gmail.com

Date:*

07/29/2024

Applicant's Signature:*

Ella Hodge-Wimes

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Resume (1).pdf

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CWC

Name: Ella Hodge-Wimes	Phone: 772 801 0393
Home Address: 906 Hickory St City/Zip Code:	How long at this address? 27 yrs.
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: St. Lucie County School Sub-teacher ; Notary Public	

Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No
If yes, list the address and nature of said business:

Mobile Notary

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No
If yes, in what capacity?

Become a Carrier

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☐ No
If yes, state the business and location: St. Lucie County School System.

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):

Some College Courses

Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No
If yes, please specify: Sr Tax

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: ellaWimes47@gmail.com

Date: 7/18/2022 Applicant's Signature Ella Hodge-Wimes

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Ella Hodge-Wimes

P.O.Box 1122
Fort Pierce Florida 34954
(772)801-0393
Nowalls@myyahoo.com

EXPERIENCE

Saint Lucie County Public School — *Substitute teacher*

1999, 2009, 2010 - PRESENT

9461 Brandywine Lane
Port St. Lucie Fl (772) 429-3600

Ella Notary Services LLC— Notary Public

02/08/2023 - PRESENT

Fort Pierce Fl
Mobile Services (772) 801-0393

Florida Department of Children and Families

04/13/1999-03/01/2001

2520 Orange Ave Fort Pierce Fl 34947

EDUCATION

Fort Pierce Central High School— *Diploma*

08/23/79 - 06/07/1983

Edwars Rd, Fort Pierce Fl 34950.

Indian River Community College — *certifications*

MONTH 20XX - MONTH 20XX

3209 Virginia Avenue
Fort Pierce Fl 34981 (772) 462-4772

PROJECTS

Florida Family Leadership Network (FFLN) — advocate

Social Services Organization University of Florida
P.O.B. 100296 Gainesville Fl (352) 273-8380
Email: aminey@peds.ufl.edu

Youth & adult

SKILLS

Supervised students and making sure the information left by the absent teacher is followed

Notarization, apostille tech, courier, permit runner, ink fingerprinting tech and photo inspection survey tech

Customer services, PBX operator, filing, typing, data entry

AWARDS

Hospitality certificate, checker cashier certificate, childcare certification, office skills training certificate, CDL B License

LANGUAGES

English

Print

Application For Appointment/Reappointment - Submission #22598

Date Submitted: 7/28/2024

Name of Board or Boards for which you are applying:*

Communitywide Council

Name:*

Sandy Nedd

Home Address:*

1908 Easter Ave

City:*

Ft. Pierce

State:*

Florida

Zip:*

34950

How long at this address?*

3 years

Telephone Number*

8137841044

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Psychiatric Specialist

Employer:*

Cleveland Clinic Hospital

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

1500 Orange Ave Ft. Pierce Fl Trucking Business

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Professional background include a combined 30 years of experience in the Mental Health and Correction field. Began my career as a Probation Officer in Ft. Pierce Fl. Transitioned to Tampa Fl and became the Clinical Director of a ReEntry Program and a Substance Abuse program. In addition, had a private practice in Mental Health Counseling. Returned to Ft. Pierce and now own a Trucking business, as well as, working as a Psychiatric Specialist with Cleveland Clinic in Vero Beach Fl.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

N/A

Applicant Email Address:*

Sandynedd@aol.com

Date:*

July 28, 2024

Applicant's Signature:*

Sandy Nedd

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #22594

Date Submitted: 7/25/2024

Name of Board or Boards for which you are applying:*

KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD, CIVIL SERVICES APPEAL BOARD and CWC

Name:*

April Nixon

Home Address:*

1211 North 24th St

City:*

fort pierce

State:*

FL

Zip:*

34950

How long at this address?*

30 yess

Telephone Number*

7729404895

If less than two years, provide prior address:

North 24th st

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

RETIRED EDUCATOR

Employer:*

ST LUCIE COUNTY SCHOOL SYSTEM

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

1211 North 24th St

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

fort pierce

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

FL

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

As a retired educator, I hold a B.S. degree that allows me to continue to stay involved with children within my community

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Mrs Byrd

Applicant Email Address:*

alnixon67@gmail.com

Date:*

07/25/2024

Applicant's Signature:*

April Nixon

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #22599

Date Submitted: 7/29/2024

Name of Board or Boards for which you are applying:*

Communitywide council and Civil Service Appeal Board and Fort Pierce Housing Authority

Name:*

Louise Scurry

Home Address:*

1458 North Lawnwood Circle apt 24A

City:* Fort Pierce

State:* FL

Zip:* 34950

How long at this address?* 20

Telephone Number* 8635099982

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Family Support Specialist

Employer:*

KIDS Connected by design

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Fort Pierce

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Florida

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I have worked with the election supervisor as a lead poll worker, the Federal LIHEAP Energy fair with assisting families with the application process, a federal program that provides critical home heating and cooling help to vulnerable American families in Fort Pierce, and Mustard Seed Minister volunteering. I serve on many communities non-profit group to help our community

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

word of mouth

Applicant Email Address:*

blessed622002@yahoo.com

Date:*

07/29/2024

Applicant's Signature:*

Louise Scurry

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

City Commission Regular Meeting - 5:05 pm **14. c.**

Meeting Date: 09/03/2024

Re:

SUBJECT:

Submittal of applications for an at-large position on the FPUA Board.

SUMMARY:

The at-large term of Krissy Gibbons has expired and she is eligible for reappointment. As is our practice, additional applications were solicited.

RECOMMENDATION:

Select a member

ALTERNATIVES:

Seek additional applications.

RESPONSIBLE STAFF:

City Clerk

COORDINATED WITH:

Communications

Attachments

Burdge
Clemons
Collins
Galinis
Gibbons
Racine

Form Review

Form Started By: Linda Cox Started On: 08/21/2024 07:55 AM
Final Approval Date: 08/21/2024

Print

Application For Appointment/Reappointment - Submission #22587

Date Submitted: 7/22/2024

Name of Board or Boards for which you are applying:*

FT. Pierce Utilities Authority

Name:*

Robert Burdge

Home Address:*

4204 Birkdale Drive

City:*

Fort Pierce

State:*

Florida

Zip:*

34947

How long at this address?*

3 yrs

Telephone Number*

7724660032

If less than two years, provide prior address:

1302 Nobraska Ave 1-c...20 yrs...resident of Fort Pierce for 68 years.

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

retired

Employer:*

former school Board teacher 35.5 yrs

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

customer of U. A.

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Former Ft. Pierce City Commissioner1988-1996.. Teacher for 35.5 yrs. Former member and "Chairman of St. Lucie Fire District. Education-Bachelor of Arts Degree. Member and Chairman of Planning Board

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Current member of Keep Fort Pierce Beautiful... Parks Committee, Infrastructure surtax committee, Police community advisory Board

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

self

Applicant Email Address:*

Commish33@aol.com

Date:*

July 21,2024

Applicant's Signature:*

robert J. Burdge

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #22607

Date Submitted: 8/2/2024

Name of Board or Boards for which you are applying:*

FPUA - Fort Pierce Utilities Authority

Name:*

Nichelle Clemons

Home Address:*

1712 Ponce De Leon Prado

City:*

Fort Pierce

State:*

FL

Zip:*

34982

How long at this address?*

7 Years

Telephone Number*

678-457-3261

If less than two years, provide prior address:

1712 Ponce De Leon Prado

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Caregiver

Employer:*

n/a

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Ft. Pierce

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

FL

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

See Resume Attached

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

City of Fort Pierce Planning Board

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Comm. Curtis Johnosn

Applicant Email Address:*

nclemons69@gmail.com

Date:*

08/02/2024

Applicant's Signature:*

Nichelle Clemons

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Nichelle Resume FPUA.docx.pdf

Nichelle G. Clemons
1712 Ponce De Leon Prado
Fort Pierce, FL 34982
(678) 457-3261
nclemons69@gmail.com

OBJECTIVE

To obtain a challenging position utilizing my strong organizational skills, management experience and communication skills to produce positive influences and outcomes.

WORK HISTORY

Field Representative
Progressive Turnout Project (PTP) 06/2020-11/2020
Responsibilities were working with existing progressive voter infrastructure to conduct voter outreach, engagement and voter registrations. Working engagement events such as phone banks and registration drives.

Field Organizer
Florida Democratic Party (FDP) ~ Coordinated Campaign 09/2018-12/2018
Responsibilities were working with existing Democratic Party infrastructure to conduct voter outreach, engagement and voter registrations. Worked to build and manage engagement events such as phone banks and registration drives. Recruited, trained and managed volunteers with the aim of building teams. Conducted outreach to local community leaders and progressive organizations.

Clinical Consultant
CVS Caremark Corporation 01/1998-03/2006
Duties were viewing patient profiles for drug utilization reviews and monitoring formulary adherence. Organized and produced clinical symposiums for the medical community. Consulted with physicians and other medical staff on medication therapy, while providing quality care and cost containment.

Pharmacist-in-Charge
Integrated Pharmacy Solutions 01/1994-12/1997
Responsibilities included preparing/dispensing medications, inventory management, counseling physicians/patients, clinical interventions, and clinical education in-services. Represented the pharmacy on the Facility Development and Re-engineering committee and the P & T committee. Other duties were staff training, scheduling and supervising, monitoring formulary adherence, and customer complaints.

Pharmacist-in-Charge
Kroger Drugstore 08/1992-07/1994

EDUCATION

Bachelor of Science in Pharmacy, Florida A. & M. University, 1992

ADDITIONAL EXPERIENCE

- Licensed Realtor in the state of Georgia 04/2001-03/2013
- FAMU NAA Life Member and held many leadership roles, committee and officer positions over the last three decades.
- Annual BenGaay Bowl Co-Chairperson
- Lincoln Park Mainstreet Showcase Newsletter Editor
- Pam Keith 2018 campaign for US Congress volunteer
- Second Chances Florida volunteer
- City of Ft. Pierce Planning Board Member 12/2020-Present
- Lincoln Park Mainstreet L.E.A.P. Initiative Co-founder

Print

Application For Appointment/Reappointment - Submission #22708

Date Submitted: 8/23/2024

Name of Board or Boards for which you are applying:*

Fort Pierce Utilities Authority Board

Name:*

Ryan Collins

Home Address:*

312 Granada Street

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

2 years

Telephone Number*

772-370-3332

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Real Estate Agent/ Property Management

Employer:*

Reef to Ranch Real Estate/ Treasure Coast Hospitality Services

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

112 Orange Avenue, Fort Pierce, FL 34950; Real Estate Sales and Management

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

Treasure Coast Hospitality Services; 112 Orange Avenue

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Attached Resume

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Examiners of Contractors; Parking Committee

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

City of Fort Pierce

Applicant Email Address:*

ryecollins@gmail.com

Date:*

08/23/2024

Applicant's Signature:*

Ryan Collins

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

FPUA.pdf

Ryan Collins

Fort Pierce, Florida
(772) 370-3332
ryecollins@gmail.com
312 Granada Street, Fort Pierce, FL 34949

Certifications

Independent Adjuster All Lines 520 License
State of Florida- Department of Financial Services
July 2005

General Lines Property and Casualty 220 License
State of Florida- Department of Financial Services
October 2009

Real Estate Sales Associate
State of Florida- Department of Business & Professional Regulation
August 2017

Limited Surety Agent 234 License
State of Florida- Department of Financial Services
September 2007

Experience

Treasure Coast Hospitality Services — **October 2022- Present**
Managing Owner — Fort Pierce, FL

Vacation Rental Management Services

Reef to Ranch Real Estate — **July 2017- Present**
Sales Agent/ Co-owner — Fort Pierce, FL

Residential and Commercial Sales

Pacesetter Claims Service, Inc — **October 2005- Present**
Catastrophe Insurance Adjuster — Nationwide

Residential and Commercial Claims Adjusting- Catastrophe

A-Harden Bail Bonding — **January 2006- May 2017**
Limited Surety Agent/ Co-owner — Fort Pierce, FL

Limited Surety, Bail Bonding

Education

Ecole Hoteliere de Lausanne — **May 2003**
Hospitality Management — Associates Degree

Indian River State College — **May 2002**
Business Management — Associates Degree

John Carroll High School — **May 2001**
General Education — High School Diploma

Volunteering

City of Fort Pierce- Board of Adjustments — **2016- 2018**
Board Member

City of Fort Pierce- Board of Examiners of Contractors — **2017- Present**
Board Member/ Vice Chair

City of Fort Pierce- Parking Committee — **January 2023- Present**
Board Member/ Vice-Chair

Print

Application For Appointment/Reappointment - Submission #22581

Date Submitted: 7/16/2024

Name of Board or Boards for which you are applying:*

Fort Pierce Utilities Authority

Name:*

Jaimebeth Galinis

Home Address:*

1710 Plover Ave

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

10+

Telephone Number*

5617155317

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Senior Dir of Customer Experience and Operations

Employer:*

Becton, Dickinson and Company

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

ALG Homes, Inc - Property Management

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [x] Yes
- [ ] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I have worked with and for numerous organizations, large and small; including Office Depot Corporate Headquarters, MEDCO and currently work for BD a medical device manufacture. I enjoy working on development projects with diverse teams, researching, and applying knowledge to help make products and services better for the end users. I believe on the board I could use all these skills to help support FPUA, encourage communication platforms, and bring new ideas forward.

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Board of Adjustments

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

self-referred

Applicant Email Address:*

jaimegalinis@gmail.com

Date:*

7/16/2024

Applicant's Signature:*

Jaimebeth Galinis

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Jaimebeth Vicidomini Galinis 2024.pdf

Jaimebeth Vicidomini Galinis

jaimegalinis@gmail.com • (561) 715-5317
• South Hutchinson Island, FL

Highly skilled and dynamic professional with over 20 years' experience developing and implementing innovative operations and product development strategies to boost revenue and drive business growth.

Accomplished at successfully managing project logistics, campaign development, and operations strategies to achieve business revenue objective and profit goals. Proficient in training and mentoring teams in accordance with relevant regulations and policies to drive corporate objectives. Able to utilize communication skills to cultivate fruitful relationships with customers, staff, vendors and management which establish development and business opportunities. Adept at analyzing consumer and industry trends to promote informed decisions, strategic planning, and marketing success.

Areas of Expertise

- Staff Leadership & Training
- Sales & Marketing Strategies
- Operational Excellence
- Project Management
- Reimbursement Policies
- Forecasting & Budgeting
- Business Development & Integration
- Regulatory & Quality Assurance
- Financial Reporting & Management

Career Experience

BD (Becton, Dickinson, and Company) **2021 – Present**
Sr. Director of Customer Experience and Operations

Oversee strategic direction and operational management of multi-site customer service team. Assess and review processes and procedures to identify growth opportunities, enhance revenue, and streamline operations. Recruit, train, and mentor staff to ensure development of technical knowledge, project management, and customer related skills. Collaborate with cross-functional teams to drive business goals and align client strategies. Supervise and generate key performance indicator (KPI) and initiative progress reports for executive management. Determine appropriate balance of outsourced and in-sourced staffing and support for all business units, considering specific business unit needs, seasonality, and SLAs for agency customers. Develop and implement training program and methodology for customer experience representatives.

- Additional responsibilities include all vendor negotiations, distribution management with 11 site 3PL provider, and providing support to external field selling resources located through the US

DeRoyal, Knoxville, TN **2014 – 2021**
Director of Marketing & Product Development

Directed marketing and product development planning for domestic and international projects. Oversaw product conversion and development, stakeholder engagement, forecasting, and digital design. Supervised and reported on project progression to senior management. Developed and implemented product pricing and sales and marketing strategies to drive profitability and promote products. Established operational goals and collaborate with cross-functional teams to ensure corporate objective success. Analyzed trends, operational processes, healthcare reform acts, and PDAC options to ensure company alignment with guidelines and reimbursement structures.

- Accomplished successful HCPC code change for broad spectrum of wound and therapy devices, which led to millions in annual Ostomy profit increase.

Liberty Medical/Medco, Port St. Lucie, FL **2010 – 2014**
Director of Marketing & Merchandising

Headed program logistics to ensure financial goal success. Designed and established consumer market communication strategies, programs, and budgets to drive profit objectives and identify business opportunities. Conducted strategic analyses of advertising and promotion activities, as well as financial, technological, and demographic trends to identify marketing opportunities and counteract competitor campaigns. Maintained portfolio approach to promote cost effective programs. Coordinated cross-functional collaboration by implementing internal communication strategies.

- Successfully boosted revenue by 40%, developed business, and decreased costs.

Office Depot, Boca Raton, FL **2003 – 2010**
Senior Manager II, Online Marketing & Business Development, Commercial Division 2008 – 2010

Managed training and mentoring of 6-person team, as well as 25 additional resources. Created and implemented online marketing programs, reporting methods, and sales portal tracking systems to ensure operational efficacy and revenue goal success. Generated progression reports regarding online traffic, consumer behavior trends, advertising campaigns, and internet marketing links for tracking and ROI purposes. Established strategies to increase customer traffic, conversion rates, and ROI. Built trust relationships with vendors to promote business growth and market penetration.

- Strategically implemented innovative coupon systems, price increases, and new revenue streams promotions to ensure zero profit loss during recession and housing crisis.

Additional Experience

Senior Manager, Strategic Marketing & Business Solutions Division, Office Depot, Boca Raton, FL
Strategic Vendor Program Manager, Business Solutions Division, Office Depot, Boca Raton, FL
Insert Production Coordinator, Retail Division, Office Depot, Boca Raton, FL
Advertising Business Associate, Sports Nutrition Department, Rexall Sundown, Boca Raton, FL
Marketing and Public Relations Coordinator, Maritime Communications Network, Miramar, FL
Public Relations & Marketing Manager, All VideoNetwork.com, North Palm Beach, FL
Development Specialist, American Cancer Society, Boca Raton, FL

Education

Master of Science, School of Pharmacy, Temple University, Philadelphia, PA
Master of Business Administration, Operations Management, Florida Atlantic University, Boca Raton, FL
Bachelor of Arts in Political Science, University of Florida, Gainesville FL

Certifications

RAQA, Medical Devices, Temple University, School of Pharmacy
Business Administration, Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)

Patents

Pre-Cut Wound Dressing (Helix Design), D912832
Pre-Cut Wound Dressing, D12831

Awards

2019 RFID Automation Winner
NPWT Management Automation
AIM Global

Print

Application For Appointment/Reappointment - Submission #22596

Date Submitted: 7/25/2024

Name of Board or Boards for which you are applying:*

FPUA Board

Name:*

Kristina Gibbons

Home Address:*

1920 Rio Vista Drive

City:* | **State:*** | **Zip:***

Fort Pierce | FL | 34949

How long at this address?* | **Telephone Number***

2018 | 7723705140

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Owner - Varsity Sport Shop and Current Board Member for FPUA

Employer:*

Varsity Sport Shop / FPUA

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

225 Orange Avenue, Fort Pierce, FL 34950 - printing, embroidery and Fort Pierce Boutique

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

Varsity Sport Shop and FPUA

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I graduated in 2001 with a degree in Business Management and Entrepreneurship and a minor in Psychology. Fresh out of college I began my career in building and administration in the building materials industry. During that time I was the Assistant Controller for Atlantic Building Materials until we were purchased by Allied Building Products in 2005. For Allied, I ran acquisition training and IT support, managed a team of 80 administrators remotely from FL to HI and restructured several departments including Internal Controls, Sales and Administration. In 2013 I purchased Varsity Sport Shop, which at the time had 1 employee and was located at 211 Orange Avenue in our beautiful downtown. To date, I employ a team of 7 lovely ladies and 1 part-time young man. Together we have grown Varsity to produce 10x more revenue than what it was in 2013 and we continue to expand and support our downtown. I am a founding member of the Downtown Business Alliance and a proud member of the FPUA board. I feel as though I have brought a lot of perspective to FPUA and have enhanced it's growth to what it is today. I keep close contact with the members of the commission and support our One Fort Pierce initiative!

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

FPUA Board

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Tom Perona

Applicant Email Address:*

hello@varsitysportshop.com

Date:*

7/25/2024

Applicant's Signature:*

Kristina Gibbons

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #22577

Date Submitted: 7/14/2024

Name of Board or Boards for which you are applying:*

Planning Board & FUPA

Name:*

Miki Racine

Home Address:*

5420 Amusement Avenue

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

2 years

Telephone Number*

954-478-4066

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Licensed Public Adjuster

Employer:*

Progressive Insurance

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

Media Company, specializing in digital media & photography

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I am currently a licensed Florida Public Adjuster. I know and understand how to assess and mitigate risk for an organization. I currently hold a Bachelor's Degree in Management and have been gainfully employed in Restaurant Management for over 10 years & Property Casualty Insurance Industry for over 5 years. I know how to work collaboratively with others to support organizational goals.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Facebook post

Applicant Email Address:*

Miki.Racine@Yahoo.com

Date:*

7/14/24

Applicant's Signature:*

Miki Racine

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

MRacine Main Resume .docx

Miki Racine **(954)-478-4066**

EDUCATION:

Broward College, Fort Lauderdale, FL

Bachelors of Applied Science: Supervision & Management

PROFESSIONAL EXPERIENCE:

Progressive Insurance Company **June 2019-Present**

Claims Supervisor:

Responsible for continuous onboarding and training of new hires. Provide oversight for a team of claims representatives including but not limited to the planning of staff work schedules, evaluation of their performance and the results they achieve. Acts as a coach and technical resource for the team. Accountable for day-to-day management processes such as, performance management, coaching and development, and training of claims representatives. Worked alongside Management to review existing business processes and results- to identify trends, create action plans to address problem areas and boost team efficiency.

Jamba Juice **October 2010–March 2019**

District Manager:

Led all aspects of operations of the Jamba Juice brand for 7 stores throughout an assigned territory. Responsibilities included being an ambassador of Jamba's vision & mission statement, Local Store Marketing, Strategic Planning, Business Analysis, Revenue Management, Purchasing, Project Management, Coaching, Training and Development

LEADERSHIP:

2021 Accelerated Development Program- Graduate **March 2021**

- Selected for this highly competitive program to improve leadership skills, accelerate development and learn about various aspects of Progressive business.

Progressive Insurance: East Zone General Manager Award **November 2020**

Was one of only 138 recipients of this prestigious honor among over 5,800 employees. Recognized by Senior Leaders of the claims organization for achieving outstanding results, leadership and having a positive impact on the work environment.

SKILLS & ADDITIONAL INFORMATION:

Languages Spoken: English, Haitian Creole

City Commission Regular Meeting - 5:05 pm **16. a.**

Meeting Date: 09/03/2024

Re:

SUBJECT:

Reports

Attachments

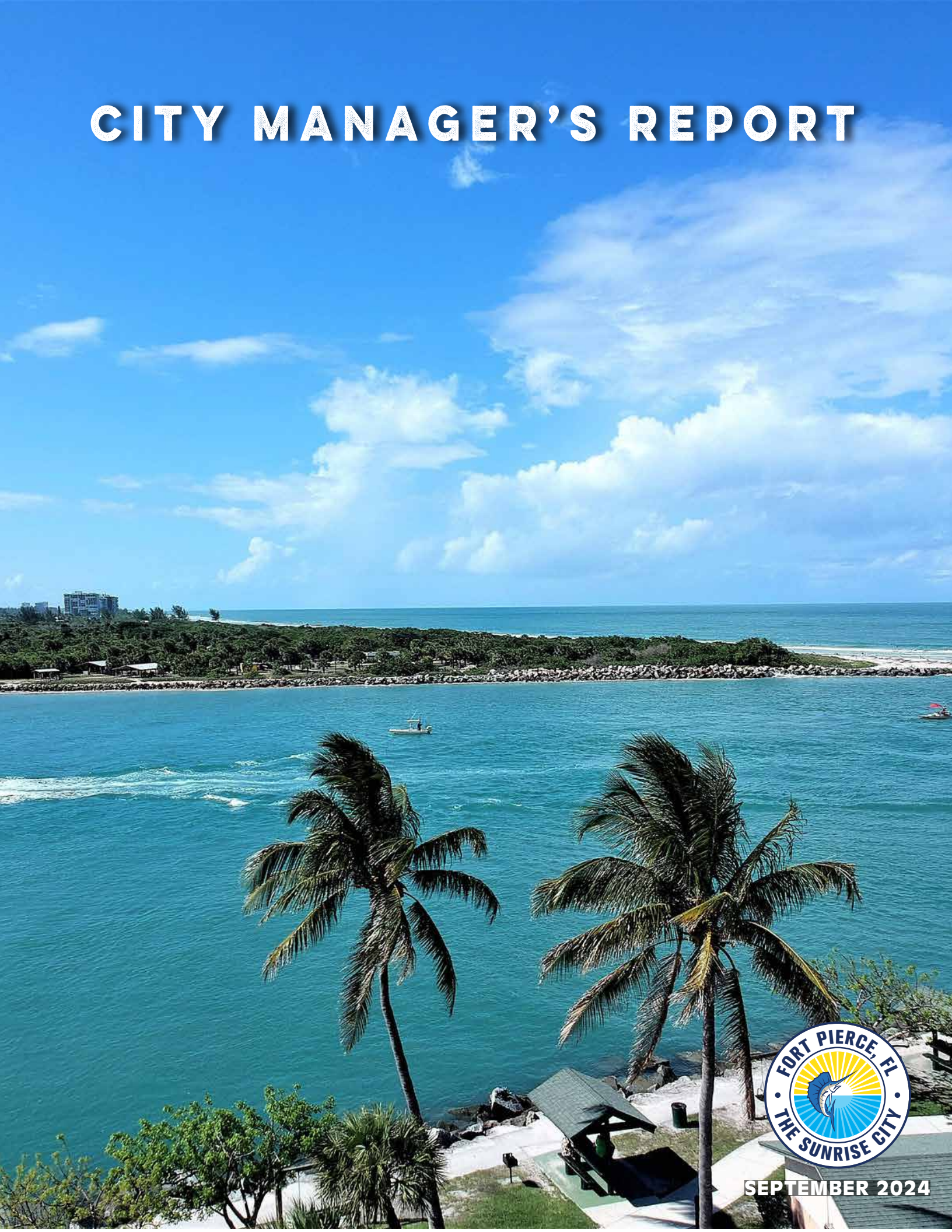
City Manager's Report
Purchase Order Report
Strategic Plan Update

Form Review

Form Started By: Jennifer Robinson Started On: 08/22/2024 03:34 PM

Final Approval Date: 08/22/2024

CITY MANAGER'S REPORT



SEPTEMBER 2024

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25 New Businesses

26 River Walk Center

27 Upcoming Events



Photo by Ross Abraham









Unity in Our Community: A Mont at Fort Pierce Anim

This month has been nothing short of extraordinary for the Fort Pierce Animal Adoption Center! We are thrilled to announce our dynamic new partnership with the St. Lucie County Humane Society to provide a vital food pantry service for all pet owners in St. Lucie County—no matter where you live. Through this collaboration, we're ensuring that no one is turned away when it comes to feeding their beloved four-legged friends. Our pantry will support one household with up to five pets, providing enough food to last an entire month. This is just the beginning of what we know will be many incredible opportunities for our community!



The excitement doesn't stop there. We were floored when VCA Tri-County Animal Hospital generously donated over 150 bags and cans of dog and cat food. Walking into the room and seeing the volume of food was a moment we won't soon forget! With over 230 animals currently in our care, this donation is amazing, and we're incredibly grateful for their support.









th of Remarkable Achievements
al Adoption Center

But wait—there's more! We've also teamed up with Best Friends to transport 35 cats out of state on Monday morning. Recognizing the need to give these felines a fresh start, we reached out to both County Animal Services and the St. Lucie County Humane Society to see if they had any long-term residents in need of a new beginning. Thanks to the high adoption rate through Best Friends, we're confident these cats will find loving homes. Both County Animal Services and the Humane Society answered our call, bringing in their long-term cats to join the transport.



This month has proven that when we unite, great things happen. We are honored to lend a helping hand whenever we can and look forward to what the future holds for our incredible community!



The Sunrise Theatre - A Spotlight on Excellence

Celebrating Local Excellence

The Treasure Coast Community's Choice program is dedicated to recognizing the best local businesses in the region. Unlike other awards, the power lies with the community itself, as readers nominate and vote for their favorite businesses. This grassroots approach ensures that the businesses receiving recognition truly represent the community's preferences.

The program is divided into two distinct voting phases: the write-in nomination round and the Top 5 voting round. During the nomination round, the community had the chance to visit tcpalm.com/contests and write in their favorite local businesses. This phase allowed businesses to be recognized and celebrated by those who know them best—their customers. After the nomination round, all votes were tallied, and the top five businesses in each category moved on to the final voting round. From May 17th to May 31st, the community cast their votes to determine the winners in each category. This year's voting saw the Sunrise Theatre rise to the top 3 for Best Live Theatre in Treasure Coast.

Enhancing the Sunrise Theatre Experience

In addition to the accolades, the Sunrise Theatre has recently made some practical improvements to enhance the visitor experience. New handrails have been added to the lobby stairs to help manage the high volume of traffic during show seasons and ensure that the theatre continues to meet safety standards.

The newly installed handrails were carefully designed to match the existing ones, ensuring a seamless look throughout the lobby. The rails are securely bolted to the floor but can be removed if necessary. They have been powder-coated to match the color scheme of the existing rails, creating a cohesive and polished appearance.

This enhancement was made possible through a combination of donations solicited by the Foundation from benefactors, as well as contributions from the Foundation itself. The community's support in these efforts highlights the importance of the theatre as a local cultural hub.

SUNRISE THEATRE

TREASURE COAST'S #1 DESTINATION FOR LIVE ENTERTAINMENT

THE 2024/25 SEASON ON SALE NOW!



ELI YOUNG BAND

OCT 11



ROB SCHNEIDER

OCT 19



TAYTAY DANCE PARTY

OCT 25



NURSE JOHN

NOV 1



HOTEL CALIFORNIA

NOV 3



CHRISTMAS SPECTACULAR

NOV 15



THE SPINNNERS

NOV 16



BRIAN REGAN

DEC 7



NASHVILLE COUNTRY CHRISTMAS

DEC 18



THE NUTCRACKER

DEC 26



THE GREATEST LOVE OF ALL

JAN 3



LOS LOBOS

JAN 11



CHICAGO TRANSIT

JAN 17



MEMORIES OF ELVIS

JAN 18



ALWAYS LORETTA

JAN 19



SPAMILTON AN AMERICAN PARODY

JAN 23



THE BEAT GOES ON

JAN 25



BEE GEES NOW

JAN 29



A1A JIMMY BUFFETT SHOW

JAN 31



DIRTY DANCING IN CONCERT

FEB 1



KENNY WAYNE SHEPHERD BAND

FEB 2



RUMOURS FLEETWOOD MAC TRIBUTE

FEB 7



THE OZARK MOUNTAIN DAREDEVILS

FEB 14



MANIA: THE ABBA TRIBUTE

FEB 15



I AM, HE SAID

FEB 28



THE SOUL CRUISERS

MAR 2



LARRY THE CABLE GUY

MAR 7



RAIN TRIBUTE TO THE BEATLES

MAR 8



TAPESTRY, THE CAROLE KING SONGBOOK

MAR 11



MIAMI SOUND REVUE

MAR 14



RITA RUDNER

MAR 16



GET THE LED OUT

MAR 20



THE KINGSTON TRIO

MAR 23



MAN IN THE MIRROR

MAR 26



TOM PETTY CONCERT EXPERIENCE

MAR 28



DONNA SUMMER & DIANA ROSS TRIBUTE

APR 17



ONE NIGHT OF QUEEN

MAY 10

PRESENTING SPONSORS

TCPalm. LOCALiQ

SCAN FOR TICKETS OR MORE INFO

WWW.SUNRISETHEATRE.COM
117 SOUTH 2ND STREET
HISTORIC DOWNTOWN FORT PIERCE

BOX OFFICE: 772.461.4775
MON-FRI: 10 AM - 2PM

2024 Street Resurfacing Program

The City has identified 2.1 miles of resurfacing for FY 2024. The table below indicates the streets included. FPUA has approved the list and an agenda item has been prepared for the City Commission's September 3 meeting.

STREET	FROM	TO
32nd Street	Delaware Avenue	Moore's Creek
31st Street	Okeechobee Road	Nebraska Avenue
Avenue E	29th Street	25th Street
Avenue F	29th Street	25th Street
Avenue G	29th Street	25th Street
Citrus Avenue	33rd Street	29th Street
Florida Avenue	17th Street	13th Street
Pennsylvania Avenue	11th Street	Sunrise Boulevard
Quincy Avenue	25th Street	23rd Street
Parkway Drive	3rd Street	US 1
Wisteria Avenue	Hills Court	East End

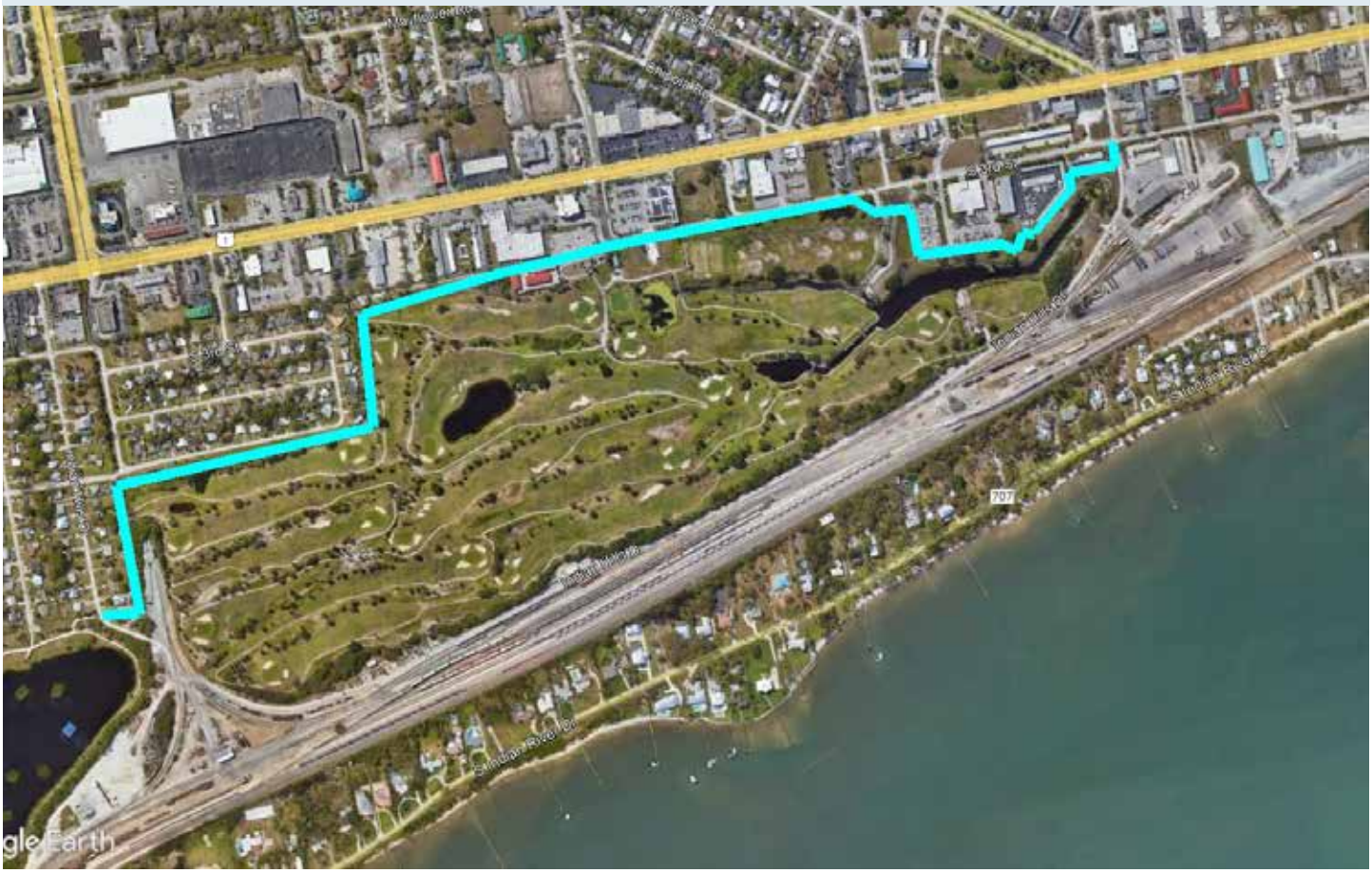
Indian Hills Golf Course Site Expansion Phase 1

The proposed site expansion of the Indian Hills Golf Course includes Phase I development consisting of four (4) Pickleball Courts, paved parking lot for 36 vehicles, pervious paver golf cart staging area, landscaping, parking lot lighting, and utility connections for the Phase II improvements. Phase II improvements include the construction of a new clubhouse and golf cart barn.

The City Commission approved awarding the Phase I construction contract to PRP Construction during the April 15, 2024, City Commission meeting. Commission authorized the execution of the contract at the August 12, 2024 meeting. Awaiting final receipt of the executed contract, at which time a pre-construction meeting will be scheduled. Construction is anticipated for October 2024 with construction completion estimated to be in March 2025.

SUN Trail Highwayman Trail Gap (Indian Hills Drive to Georgia Avenue)

The City has received bids for construction and has provided a recommendation to FDOT. The lowest responsive and responsible bid amount was $2,061,228.40. The current construction agreement provides $1,200,000. Staff has requested $800,000 in additional funding from FDOT but will not have confirmation on those funds until September. Staff is awaiting FEC approval for an amendment to our existing lease agreement for access to property near Indian Hills Drive. Staff is coordinating with the property owner at 810 S 3rd Street to amend the existing easement to accommodate the trail.



SUN Trail Historic Downtown Retrofit (Georgia Avenue to North A1A)

In 2021, the City was awarded FDOT funding for the design of the Historic Downtown Retrofit Trail (SUN Trail). Design began and was put on hold in April of 2022 due to potential conflicts along the alignment and Right-of-Way needs in the area. In April of 2024 the City developed a revised alignment and has requested the consultant revive their design. While the construction is not yet funded, the City is proceeding with the design anticipating construction funding in the future.



Nebraska Avenue Sidewalk (Lawnwood Circle) Phase 1

The City is coordinating with FDOT on the submittals and requirements of the Transportation Alternatives Program (TAP) Grant and Local Agency Program (LAP) Certifications for the City to administer the project. Engineering received comments on the LAP Certification submittal and is coordinating with Risk Management to have ADA language added to the City's website. The City has received the draft NEPA Categorical Exclusion document for review.

Avenue D (29th Street to US 1)

The City received minor comments from FDOT on August 19 and forwarded these to the consultant. The City will return the revised plans to FDOT for approval to advertise for construction

Avenue D (US 1 to Indian River Drive

The final design plans for this project are underway.

Avenue B Reconstruction (13th Street to 8th Street)

The contractor has begun sidewalk completion on Avenue B. This work is anticipated to be complete in September 2024.

11th Street (Boston Avenue to Orange Avenue

This project includes improvements to Boston Avenue from 13th Street to 10th Street and Preston Court from Boston Avenue to Delaware Avenue. The 100% design plans have been received and are under review.

13th Street Phase 2 (Georgia Avenue to Orange Avenue)

The City Commission approved the Specific Authorization for the consultant to update the plans for construction. The Preliminary Construction Documents are due September 13, 2024. The City has been notified that the $2 Million Grant from the State was not approved.

Former JC Penney Parking Lot

Staff has received a quote to complete the improvements on this lot. An agenda item is being prepared for the FPRA approval.

Avenue D and Means Court Public Parking Lot

Awaiting receipt of executed contract with the low bidder, Close Construction Services, so a Notice to Proceed may be issued. Construction commencement is anticipated in October 2024.





CITY MARINA REVENUE REPORT

	MAY		JUNE		JULY
Dockage Reservations	240		151		92
Monthly Dockage	$210,842.33		$140,280.65		$178,680.83
Transient Dockage	$110,990.22		$73,078.75		$59,081.34
Electricity	$8,769.51		$5,212.00		$4,398.82
Retail	$28,161.50		$17,857.21		$18,554.44
Gas Sales	$111,820.53		$92,170.13		$92,279.76
Diesel Sales	$146,066.01		$100,694.16		$51,146.62
TOTALS	**$616,650.10**		**$429,292.90**		**$404,141.81**



Indian Hills Golf Course

Throughout the warmer summer months, we have been diligently working to improve the turf grass at Indian Hills Golf Course, ensuring it is as healthy as possible heading into the fall. Thanks to a combined effort from Mother Nature, our Turf Doctor, and our dedicated Maintenance Team, we have made remarkable strides. The maintenance crew has been tirelessly fertilizing and spraying almost daily, striking a balance between nurturing healthier grass and reducing weeds. While we still face some turf challenges along the edges of the cart paths on the front nine, the progress we have made in such a short time is nothing short of impressive.

From a financial perspective, 2024 has been a banner year for us. By mid-August, we have exceeded last year's numbers by approximately 7,000 rounds and $300,000 in revenue. The combination of improved course conditions and timely summer rains has driven increased play and, consequently, higher revenue. We are on track to achieve our best financial performance in years.

Our second greens aeration is planned for late summer, specifically on Tuesday and Wednesday, September 3rd and 4th. Please note that both the Golf Course and Practice Range will be closed on these days. We will reopen on Thursday, September 5th, offering reduced rates for about 10 days post-aeration.

We are proud to have hosted the First Tee's Veterans Program for several months, providing free golf clinics to veterans, our nation's heroes, every Tuesday from

11:30 AM to 12:30 PM through September. Additionally, the high school golf season is underway, and once again, we are the host site for Fort Pierce Central. Over the course of the season, we will facilitate practices and approximately 15 matches for both boys and girls teams, accommodating between 300-350 students during their competitions with neighboring schools.

Word of mouth remains our strongest form of advertising. If you've enjoyed the improvements we are making, please share your experience with friends. Conversely, if there is something we can improve upon, we encourage you to let us know so we can continue to enhance your experience. We sincerely thank all our members and guests for their ongoing support. Don't forget to "Like" and "Follow" us on Facebook or Instagram for almost daily updates on the golf course and our ongoing maintenance projects.



MONTHLY SALES REPORT

	JUNE 2024	JULY 2024
Golf Rounds	2,581	2481
Golf Fees	$64,648.53	$61,570.33
Range Tokens	$1,845.92	$1,770.24
Membership Fees	$482.79	$932.05
Food & Beverages	$8,734.84	$7,810.60
Merchandise	$3,972.64	$3,015.12
TOTAL	**$79,684.72**	**$75,098.34**

2817 PETERS ROAD

A Tesla electric vehicle charging station is nearing completion in Crossroads Plaza. The plaza is located conveniently between I-95 and the Turnpike, near the intersection of Okeechobee Rd and Crossroads Parkway. The station will feature 40 Tesla charging posts and 10 Tesla supercharger cabinets with ADA accessible and van accessible spots available.





SUNFISH AVENUE

Following the completion of the clubhouse and amenity center, the first five homes are being installed in Savannas Ridge. Savannas Ridge is located at US Highway 1 and Edwards Rd. After the homes are placed, inspections are performed to verify that they are placed on proper blocking and are properly tied down. Electrical and plumbing connections from the meters to the homes are inspected for compliance.



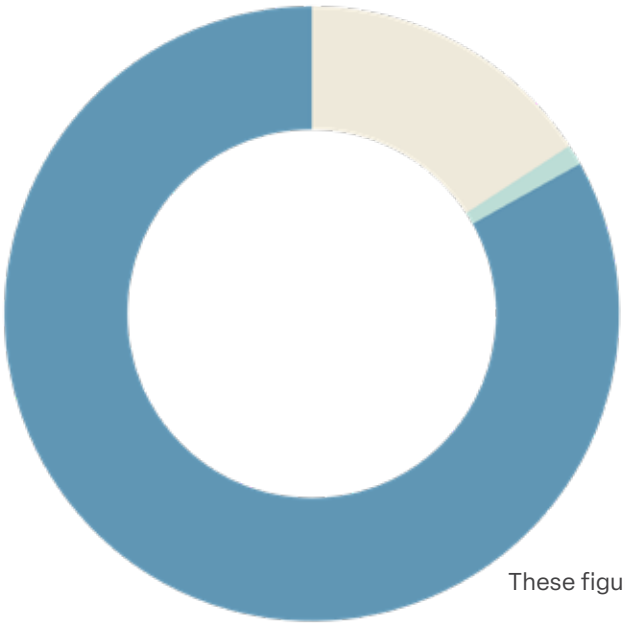


421 N US HWY 1

Now that the slab has been poured at Phatz Chicken, the concrete block walls are being placed. The next inspections will be for the columns, down cells, and tie beam. These are all critical components of the structural wall system that are completed before the roof can be installed.



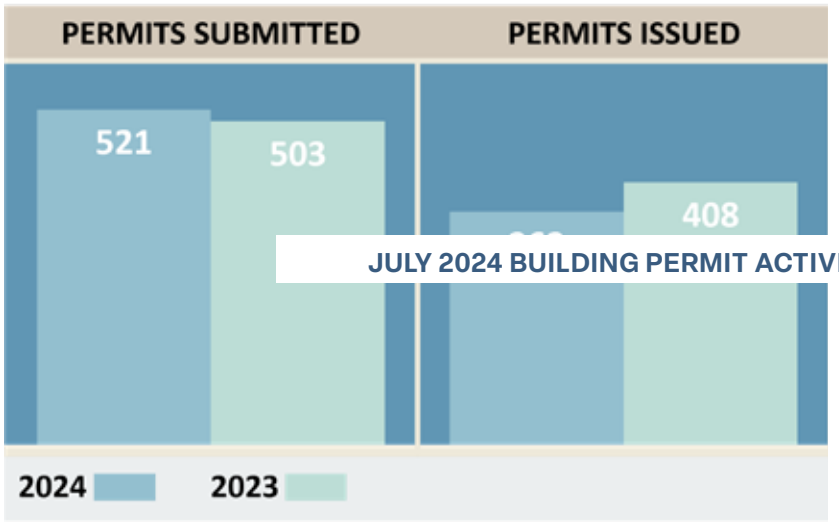




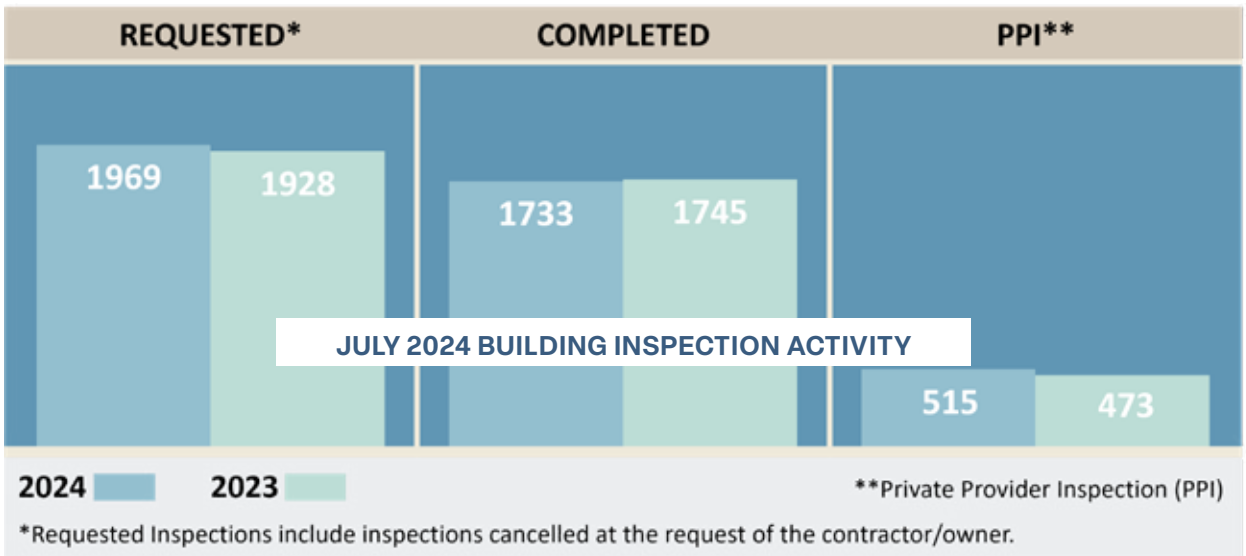
JULY 2024 NEW CONSTRUCTION VALUES

$1,100,000	NEW COMMERCIAL PERMITS
$75,000	NEW SITEWORK PERMITS
$5,782,068	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in July 2024 for New Construction



JULY 2024 BUILDING PERMIT ACTIVITY



JULY 2024 BUILDING INSPECTION ACTIVITY

Sails Up! Ready, Set, Go!

On Thursday, August 8, 2024, Causeway Cove was transformed into a lively arena of friendly competition and community spirit as the Fort Pierce Police Department, in collaboration with Project Lift, hosted the 4th Annual Great American Fort Pierce Raft Race. Held at 601 Seaway Drive, the event showcased the creative talents and teamwork of local youth from the Fort Pierce Police Department's R.I.C.H. House, Explorer Post, and Courageous Kids, alongside participants from Project Lift.



The race featured hand-built rafts crafted by the young competitors, who demonstrated their skills in both sailing and carpentry. The day was marked by energetic races across the waters, with each raft reflecting the ingenuity and hard work of its creators. In a special twist, Fort Pierce Police Officers also took part, constructing their own massive

raft for the event. Although their impressive creation didn't clinch any race victories, the officers enjoyed the spirited competition and camaraderie with the youth participants.

The Fort Pierce Police Department extends its heartfelt thanks to the sponsors and supporters who made the event possible. Special appreciation goes to Project Lift, Derecktor Shipyards, Causeway Cove Marina, Fort Pierce Yacht Club, Ridgecap Roofing, The O'Brien Family, Marine Industry Association of the Treasure Coast, Salty's Water Sports, and The Bamboo Band. Their generosity and support were crucial in bringing this exciting event to life and fostering a sense of community among the participants.







Planning Determinations

CITY ANNEXATIONS

SEQ	ORD #	SITE ADDRESS	PARCEL ID	AREA (Ac)	TAXABLE
1	24-023	4105 Mariah Cir	2407-114-0002-000-9	2.8	$ 128,100
2	24-024	4106 Mariah Cir	2407-111-0001-000-3	1.99	$ 753,745
3	24-025	4075 Virginia Ave	2420-602-0013-000-8	0.47	$ 245,400
4	24-026	2304 S 41st Street	2420-602-0016-000-9	0.3	$ 93,835
5	24-027	4351 S 25th Street	2432-414-0005-000-9	2.07	$ 260,997
6	24-028	4560 S 25th Street	2433-333-0001-000-6	20.06	$ 188,326
7	24-029	4120 Selvitz	2432-233-0001-000-6	1.68	$ 686,554

City Annexations

The City Commission approved two voluntary applications for annexation. The first, a 1.95 acre property (parcel ID: 3403-233-0002-000-6) located near the intersection of W. Midway Road and Oleander Avenue in Fort Pierce. The proposed property received a City Future Land Use designation of Residential High (RH), and a Zoning designation of High Residential Density (R-5). The second, a 11.34 acre parcel, near 3804 Sunrise Boulevard in Fort Pierce, (parcel ID: 2433-123-0001-000-1) received a Future Land Use designation of Residential Low Density (RL), and a Zoning classification of Single-Family Low Density (R-1).

In addition, the City Commission annexed seven properties of almost a combined 30 acres in area into the City under the provisions of existing Fort Pierce Utility Service Agreements. The total value of the properties being recorded at more than $2.3 million.

July 2024 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Abandoned Vehicle	1	0	16.0	0.0	-	-	-	-
Animal Control	1	1	0.7	0.8	1	0	2.0	0.0
Graffiti	1	0	0.0	0.0	1	1	0.0	17.9
Illegal Dumping	1	1	0.0	0.1	-	-	-	-
Outside Storage/Junk/Trash	2	0	0.0	0.0	2	2	0.3	0.4
Tall Grass/Overgrown Landscaping	3	0	13.1	0.0	1	1	0.0	16.2
Pothole	-	-	-	-	2	0	1.0	0.0
Street Sign	-	-	-	-	1	0	0.1	0.0
Trash and Recycling	1	1	0.0	0.6	5	2	0.0	1.2
Trees	5	1	0.1	1.0	3	1	0.8	3.2
TOTALS	**15**	**4**	**5.1**	**0.6**	**21**	**9**	**1.2**	**5.3**

DTA - Days to Acknowledgement DTC - Days to Close

Please use this link to view a map of the Fort Pierce City Commission Election Districts:https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Distircts-Map-2022

COMMUNITY RESPONSE

PUBLIC WORKS



Welcome New Businesses

MCM Tire Express, LLC

Seaway Cleaning Services

Eastern Precision

Elite Boat Repair LLC

Cintim Worldly Creations

Amandla Wellness Canter



River Walk Center Sales Report - July 2024

classes	parks permits	special events	facilities
$1,143.47	$1,400	$3,085	6,193.74


UPCOMING
EVENTS
September
EVERY WED
Green Market
Marina Square
12:00 PM-6:30 PM
EVERY SAT
Downtown Farmers Market
Marina Square
8:00 AM-12:00 PM
EVERY SAT
Jazz Market
Marina Square
8:00 AM-1:00 PM
[FRI] 6
Friday Fest
Marina Square
5:00 PM-9:00 PM
[WED] 11
9/11 Remembrance Ceremony
Liberty Garden 600 N Indian River Dr
9:45 AM
[FRI] 20
Levitt AMP Concert
Marina Square
5:30 PM-8:00 PM
[WED] 25
National Day of Remembrance
Survivors of Murdered Victims
Dreamland Park S 25th St & Atlantic
6:00 PM-7:30 PM

www.cityoffortpierce.com | 772.467.3000

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."

City Manager's Purchase Order Approvals between $10,000 to $50,000 from August 1,2024 through August 31, 2024

Approver	Department	Vendor Name	Description	Total Amount	Line Item	Budget Code	Fund Description
NMIMMS	CITY MANAGER	MAIN STREET OF FORT PIERCE,INC	2024 Sights and Sounds	$15,000.00		0016000-583930 COMMUNITY SPONSOR/SIGHT&SOUN	ADMINISTRATIVE
LCOX	CITY MANAGER	ST. LUCIE COUNTY CHAMBER OF COMMERCE	Seven House Gables Operation	$35,000.00		0016000-582550 AIDS TO PRIVATE ORG/SLC CHAM	ADMINISTRATIVE
LCOX	ENGINEERING	JOHNSON-DAVIS INCORPORATED	Fairway Drive Drainage Investigation	$34,978.11		4034300-534900 CONTRACTUAL SVC/MSC CONT FEE	STORMWATER UTILITY
LCOX	ENGINEERING	ENGINEERING DESIGN & CONST. INC.	EDC SA No. 15	$49,950.00		1121111-563200 IMPROV OTHER/OTHER IMPROVE	BUILDING IMPACT FEE
LCOX	INFORMATION TECHNOLOGY	FLAGLER TECHNOLOGIES LLC	Annual Renewal - Adobe Licenses	$12,648.06	$4,113.81	4024200-546750 REPAIR & MAINTEN/SOFTWARE	SOLID WASTE
LCOX	INFORMATION TECHNOLOGY	FLAGLER TECHNOLOGIES LLC	Annual Renewal - Adobe Licenses		$7,523.91	4064600-546750 REPAIR & MAINTEN/SOFTWARE	SUNRISE THEATRE
LCOX	INFORMATION TECHNOLOGY	FLAGLER TECHNOLOGIES LLC	Annual Renewal - Adobe Licenses		$1,010.34	0012500-546750 REPAIR & MAINTEN/SOFTWARE	INFORMATION TECHNOLOGY
LCOX	INFORMATION TECHNOLOGY	SHI INTERNATIONAL CORP.	FPPD Microsoft Licenses Annual Renewal	$48,090.60		0012500-546750 REPAIR & MAINTEN/SOFTWARE	INFORMATION TECHNOLOGY
NMIMMS	PW - COMMUNITY CENTER	THE SHED SHOP INC.	Recreation Center Shed Purchase and Install	$19,900.00		0014008-562100 CAPITAL OUTLAY/BUILDINGS	COMMUNITY CENTER
LCOX	PW - STREETS AND DRAINAGE	SHENANDOAH CONSTRUCTION	EMERGENCY UNDERGROUND STORMWATER REPAIRS/SERVICES	$25,000.00		0014006-553400 ROAD MAT & SUPP/STREET	STREETS & DRAINAGE
NMIMMS	SOLID WASTE	PETERSEN INDUSTRIES, INC.	REFUSE/LARGE TRUCK PARTS/SERVICES	$25,000.00		4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE



FORT PIERCE

2024 STRATEGIC PLAN

AUGUST 2024

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serve

ACTION ITEM 1 : Comprehensive Ordinance Review and Update: Completion and Adoption

KEY ISSUES

- Outdated Ordinances
- Language Clarification
- Streamlining Processes
- P-Card
- Construction Manager-at- Risk
- Time for Legal Review
- Establishment Veterinary Clinic
- Noise Impact on Current Development Project(s)
- Liens Issues
- First Contact for Nuisance Violations
- Sign Attached to Poles/Signals/ Stop Signs
- Timely Disposal of Pick-Up Signs
- Signs Associated with City-Supported Events

AUGUST 2024 UPDATE

Ordinance amendments are progressing as planned.

MILESTONES		
A.	**PLANNING AND ZONING ORDINANCE – DEFINITIONS, USE TABLE AND CONDITIONAL USES**	
1.	Prepare final drafts	8/24
2.	Complete legal review	8/24
3.	Planning Board: Review and Recommendations	10/24
4.	DECISION: Planning and Zoning Ordinance Adoption	11/24
B.	**PARKS ORDINANCE**	
~~1.~~	~~Complete legal review~~	Complete
~~2.~~	~~DECISION: Park Ordinance Adoption~~	Complete
C.	**PURCHASING ORDINANCE**	
1.	Complete legal review	8/24
2.	DECISION: Purchasing Ordinance Adoption	11/24
D.	**NUISANCE ORDINANCE**	
~~1.~~	~~COMMISSION DAY MEETING: Nuisance Ordinance Review and Discussion~~	Complete
~~2.~~	~~Prepare final draft~~	Complete
~~3.~~	~~Complete legal review~~	Complete
4.	DECISION: Nuisance Ordinance Adoption	8/24
E.	**ANIMAL CONTROL ORDINANCE**	
1.	Finalize ordinance with St. Lucie County	8/24
2.	DECISION: Animal Control Ordinance Adoption	9/24
F.	**NOICE ORDINANCE**	
1.	Final legal review	8/24
2.	DECISION: Noise Ordinance Adoption	9/24

***Responsibility*: City Manager**

ACTION ITEM 2 : City Services and Staffing Plan for Growth - Direction and Funding

KEY ISSUES

- Standardized Job Descriptions
- Homestead Cap Growth: 2%
- Millage Rate
- Increasing Operating Costs
- Population Growth
- Growth in Demands for Service
- Average Households: $300Annual Contribution to Ad Valorem Taxes
- Finding Quality City Workforce
- Very Competitive Labor Market
- Limited Organization Capacity for Additional Work
- Changing Workforce Expectations
- Future Use of AI by City
- Residents Lack of Understanding City Services, Finances and Taxes, Growth Impact
- Contracting for City Services
- Link to Boundary Discussion

AUGUST 2024 UPDATE

On schedule for adoption in September 2024.

MILESTONES		
~~1.~~	~~Deputy City Manager Admin Services provides structure for Department Director Reports~~	Complete
~~2.~~	~~Department Director Report to City Manager Service Levels, Staffing Needs and Salary Markets~~	Complete
~~3.~~	~~Prepare proposed Budget FY2025~~	Complete
~~4.~~	~~BUDGET WORKSHOP: Budget FY2025 Presentation, Discussion and Direction~~	Complete
5.	DECISION: Budget FY2025 Adoption	9/24

***Responsibility*: City Manager**

ACTION ITEM 3 : Major Road Improvement Strategy - Outcomes, Report with Options, Funding Mechanism, Direction and City Actions/Project Priority

KEY ISSUES

- Growth
- Increasing Traffic Volume
- Working with St. Lucie County
- Working with FDOT
- Identification of Roads
- Funding Mechanism for Projects
- Project Timing
- County CIP for Roads and ROW

AUGUST 2024 UPDATE

The following roadway corridors have been identified to be priority for FY 2025:

- Indian River Drive – Roadway design nearing 90% completIon. Utility relocations have been awarded and final contracts expected by September 2024. Construction of utility relocations anticipated to begin October 2024. Roadway construction scheduled to begin February 2025.
- Avenue D – (US 1 to 29th Street) – FDOT currently reviewing bid documents. Anticipate project to be placed for bid in October 2024.
- 13th Street – Preparation of plans and bid documents underway.

MILESTONES

1.	~~Identify roads – major corridors~~	Complete
2.	~~Review current projects and plans~~	Complete
3.	~~Review funding mechanisms~~	Complete
4.	~~BUDGET WORKSHOP: FY2025 Road Report Presentation, Discussion and Direction~~	Complete

***Responsibility*: Deputy City Manager - Public Services**

ACTION ITEM 4 : Street Lights - Services Level, Direction, Funding and City Actions

KEY ISSUES

- Dark Areas in Community – Lights Out – Noticed by our Residents
- Decorative Lighting – Procurement 8-12 months Delays
- Requests for Replacement Lights
- Enhanced Coordination: UA and Public Works
- Revised Replacement Process
- Follow-Up: Work Completed
- Timely Repair and Replacement
- Regular Nightly Street Light Inspections
- Street Light Design Alternatives
- FDOT Lighting Requirements
- Community Dialog and Explanation to Residents
- Street Light Inventory
- Street Light Inventory Space
- Additional Cost for Inventory
- Funding

AUGUST 2024 UPDATE

FPUA DOU and City Manager met in July to discuss proposed street light proposals for a turn-key solution. City Manager to evaluate proposal.

MILESTONES

1.	Prepare Report on Updated Process between FPUA and Public Works	6/24
2.	COMMISSION DAY MEETING: Street Light Report Presentation and Discussion	6/24
3.	Prepare budget proposal for inventory and inventory space	7/24
4.	BUDGET WORKSHOP: Budget FY2025 Street Light Inventory and Inventory Space	7/24
5.	DECISION: Budget FY2025 Adoption Funding for Street Lights	9/24

***Responsibility*: FPUA Utilities Director**

ACTION ITEM 5 : Five-Year Financial Plan - Development (including Projections)

KEY ISSUES

- Population Growth
- Growing Demands for City Services
- Dynamic Economic Environment
- Interest Rates
- Increasing Operating Costs
- Increasing Project Costs

MILESTONES		
~~1.~~	~~Prepare 5-Year Financial Plan~~	Complete
~~2.~~	~~BUDGET WORKSHOP: Budget FY2025 Financial Plan Presentation and Discussion~~	Complete

Responsibility: **Finance Director**

AUGUST 2024 UPDATE

The 5-Year Financial Plan was presented to the City Commission at the 7/8/24 Budget Workshop.

ACTION ITEM 6 : St. Lucie County - Key Issues, Direction and City Actions

KEY ISSUES

- Homeless
- Harbor Point/Park Point Park Plan
- Row Management and Maintenance
- Annexation
- Delaware Avenue Update
- TRC Development Process
- Opioid Abatement Strategy
- Quiet Zones

MILESTONES		
1.	JOINT MEETING WITH BOARD OF COUNTY COMMISSIONERS	8/24

Responsibility: **City Clerk**

AUGUST 2024 UPDATE

Awaiting possible meeting dates from the County

ACTION ITEM 7 : Law Enforcement Impact Fees - Review, Refinement and Expenditure Direction (with St. Lucie County)

KEY ISSUES

- Legal Framework
- Coordination with St. Lucie County
- Use of Funds
- Capital Needs of Police Department
- 90 Day Notification Requirement

AUGUST 2024 UPDATE

The city has responded to all questions and data requests from the consultant. The consultant will finalize report by 8/31/24.

MILESTONES		
1.	Develop proposal for Law Enforcement Impact Fees	8/24
2.	Finalize Report	8/24
3.	DECISION: Law Enforcement Impact Fee Adoption	9/24
4.	Notification to community	9/24
5.	Date: Implementation	10/24

***Responsibility*: Planning Director**

ACTION ITEM 8 : Management Succession Plan and Preparedness - Update Report and Next Steps

KEY ISSUES

- City Engineer
- Police Chief
- Marina Director
- City Manager with Plan

AUGUST 2024 UPDATE

No new update at this time.

MILESTONES		
1.	BRIEFING REPORT: Update on Management Succession Status and Upcoming Next Steps	8/24

***Responsibility*: City Manager**

ACTION ITEM 9 : Traffic Signal Intersections Maintenance - Report with Options, Direction and Actions

KEY ISSUES

- Equipment for Maintenance
- Temporary Solution with Private Sector
- Significant Maintenance Needs
- No Bids on RFP – Little Interest in Private Sector

AUGUST 2024 UPDATE

Contractor continues to exceed expectations for maintenance needs.

MILESTONES		
1.	~~Implement Temporary Solution~~	Complete
2.	Prepare 6-Month Evaluation Report	9/24
3.	Present Report to City Manager	10/24

***Responsibility*: Deputy City Manager - Public Services**

ACTION ITEM 10 : Labor Negotiations and Contracts - Approval

KEY ISSUES

- Wages
- Benefits
- Guidelines for Negotiation
- Compensation Market

AUGUST 2024 UPDATE

TEAMSTERS
- Negotiations are continuing. The next negotiation session is scheduled for August 13, 2024.

PBA OFFICERS
- Negotiations are continuing.
- The next negotiation session is scheduled for August 8, 2024.

PBA SERGEANTS & LIEUTENANTS
- Negotiations are continuing.
- The next negotiation session is scheduled for August 8, 2024.

MILESTONES

A.	**TEAMSTERS**	
1.	Negotiations	Commenced
2.	DECISION: Teamster Labor Contract	9/24
B.	**PBA OFFICERS**	
1.	Negotiation	Commenced
2.	DECISION: PBA Officers Contract	9/24
C.	**PBA SERGEANTS & LIEUTENANTS**	
1.	Negotiation	Commenced
2.	DECISION: PBA Sergeants & Lieutenants Contract	9/24

***Responsibility*: Deputy City Manager - Administrative Services**

ACTION ITEM 11 : Street Sweeping Service Level - Report, Direction and Funding

KEY ISSUES

- Equipment Order Time and Delivery
- Parking Regulations
- Alternative Schedule
- Resource Needs
- Service Level(s)
- Link to Beauty Community
- Community Expectations

MILESTONES		
1.	Prepare report on equipment, alternative schedule and resources needs	8/24
2.	COMMISSION DAY MEETING: Street Sweeping Report Presentation and Discussion	8/24

Responsibility: **Deputy City Manager - Public Services**

AUGUST 2024 UPDATE

- Newly acquired street sweeper has been placed into service.
- A name the "street sweeper" contest will be launched next month.



ACTION ITEM 12 : Customer Service and Working Remotely/Flexible Hours - Update Report

KEY ISSUES

- City Policy
- City Employee Expectations
- Emerging Workforce Expectations
- Consistency within City Government
- Impacts on City Operations and Processes

AUGUST 2024 UPDATE

This is in progress.

MILESTONES		
1.	Finalize policy changes and submit to City Manager	8/24
2.	Report to City Manager	8/24
3.	City Manager Decision	9/24

***Responsibility*: Deputy City Manager - Administrative Services**

develop

ACTION ITEM 1 : Annexation Strategy and Action Plan - Overall Direction and Decision

KEY ISSUES

- Focus on Commercial Areas
- Residential Areas not Cost Effective for the City
- Legal Restrictions
- Utilities as an Incentive
- Ability of City to Service
- Squaring City Boundaries
- Urban Services Boundary Review
- Voluntary Annexation

AUGUST 2024 UPDATE

In the process of scheduling for a Commission Day meeting.

MILESTONES		
1.	Identify potential areas for annexation	8/24
2.	Develop Overall Strategy and Specific Action Plan	8/24
3.	COMMISSION DAY MEETING: Annexation Strategy and Action Plan Presentation, Discussion and Direction	9/24
4.	DECISION: Specific Annexation Agreement	TBD

Responsibility: **Planning Director**

ACTION ITEM 2 : 13th Street Improvements - Direction and Funding

KEY ISSUES

- Funding Mechanism
- Overall Design
- Segment: Orange Avenue to Virginia

AUGUST 2024 UPDATE

13th Street – Phase II (Georgia Avenue to Orange Avenue) plans are currently being revised and prepared for construction bidding. Alternate funding sources are being investigated at this time.

MILESTONES		
~~1.~~	~~Prepare Report on 13th Street Improvements~~	Complete
~~2.~~	~~BUDGET WORKSHOP: Budget FY 25 Report on 13th Street Improvement Project~~	Complete
3.	Identify alternate funding source(s)	9/24
4.	Update Design Plan	9/24

Responsibility: **Deputy City Manager - Public Services**

ACTION ITEM 3 : Lincoln Park Corridor Redevelopment/Zoning Code Revision - Update Report and Adoption

KEY ISSUES

- Entrance
- Lot Size
- Zoning Code Revision

AUGUST 2024 UPDATE

The Innovative Community Development zoning code amendment will be presented to Planning Board on 8/12 and then to City Commission on 8/19.

MILESTONES		
1.	Complete legal review of Zoning Code Revision	8/24
2.	Planning Board: Review	8/24
3.	DECISION: Lincoln Park Corridor Redevelopment/ Zoning Code Revision	8/24

Responsibility: **Planning Director**

ACTION ITEM 4 : Neighborhood Identity and Branding - Consultant Selection and Neighborhood Identification

KEY ISSUES

- Outcomes
- Best Practices
- Neighborhoods
- Methodology
- Costs
- Funding

AUGUST 2024 UPDATE

The associated continuing services contracts are expected to go before the City Commission in October 2024.

MILESTONES		
1.	Identify consultant	10/24
2.	DECISION: Award Consulting Contract for Neighborhood Identity and Branding	11/24
3.	Develop comprehensive report	1/25
4.	COMMISSION DAY MEETING: Neighborhood Identity and Branding Report Presentation, Discussion and Direction	2/25

Responsibility: **City Manager**

ACTION ITEM 5 : Port Development - Re-Zoning Direction

KEY ISSUES

- Port Zoning
- Stakeholder Meeting
- Working with St. Lucie County

AUGUST 2024 UPDATE

Awaiting final comments from property owners. Planning Board to re-review in September.

MILESTONES		
~~1.~~	~~Complete legal review of Port Re-Zoning~~	Complete
2.	Planning Board: Re-review	9/24
3.	DECISION: Port Zoning Revisions Adoption	10/24

Responsibility: **Planning Director**

ACTION ITEM 6 : Downtown Development Master Plan Implementation - Direction and Funding

KEY ISSUES

- U. S. 1 Pedestrian Crossing at Avenue "A"
- 2nd Street Festival Street
- Marina Square Improvements
- Veteran's Park Improvements

AUGUST 2024 UPDATE

Proposed improvements are being evaluated for safety and functionality. Coordination with FDOT is necessary for the first project. FPRA is currently soliciting feasibility studies and preliminary design proposals for the Master Plan implementation.

MILESTONES		
1.	Evaluation of each project (4)	10/24
2.	Downtown Development Master Plan Implementation Proposal	10/24

Responsibility: **Deputy City Manager - Public Services**

ACTION ITEM 7 : Comprehensive Plan Update - Direction

KEY ISSUES

- Legislative Changes
- Affordable Housing
- Accessory Dwelling Units
- Small Lots
- Transportation Concurrency
- Zoning Categories

AUGUST 2024 UPDATE

Requested continuing services consultant to provide scope by 8/1/24.

MILESTONES

1.	DECISION: Award Contract Continuing Service for Comprehensive Plan Update	8/24
2.	Complete update	2/25
3.	Planning Board: Review	4/25
4.	DECISION: Comprehensive Plan Update Adoption	5/25

***Responsibility*: Planning Director**

ACTION ITEM 8 : Delaware Avenue Corridor Development - Update Report, Direction and City Actions

KEY ISSUES

- Link to Joint Meeting with St. Lucie County Commission
- Outcomes
- Options
- City Actions
- County Project
- Segment: 17th to Hartman

AUGUST 2024 UPDATE

- FPUA staff waiting on City plans to begin FPUA designs. Currently, the project is only milling and resurfacing for 2027.
- All FPUA work will be completed prior to roadway work in FY25 and FY26.

MILESTONES

1.	Prepare Report	8/24
2.	REPORT: Delaware Avenue Corridor Development	9/24

***Responsibility*: FPUA Utilities Director**

ACTION ITEM 9 : On-Demand Public Transportation - Direction and City Actions

KEY ISSUES

- Service Level
- Contract
- Implementation
- Service Boundary Expansion
- 7 Day a Week Services

AUGUST 2024 UPDATE

The task is complete. The expanded hours and operational boundaries have been implemented.

MILESTONES

~~1.~~	~~FPRA DECISION~~	Complete
~~2.~~	~~Negotiate contract~~	Complete
~~3.~~	~~DECISION: Award Contract for On Demand Transportation~~	Complete
~~4.~~	~~Implementation: On-Demand Service~~	Complete

Responsibility: City Manager

ACTION ITEM 10 : Seaplanes Facility and Service - Permitting, Design and Construction

KEY ISSUES

- Permitting
- Construction

AUGUST 2024 UPDATE

- Plans have been submitted to the Florida Department of Environmental Protection (FDEP) and the Army Corps of Engineers (ACOE) for approval. We are anticipating final review and approval by December 2024.
- Engineering has met with St. Lucie County to begin negotiations for a property swap to accommodate the proposed relocation of the shuffleboard courts. A phase 1 and 2 environmental survey is required.

MILESTONES

1.	Complete Permitting - Receive Permits	12/24

Responsibility: Deputy City Manager - Public Services

ACTION ITEM 11 : Resilient City Strategy/Action Plan Implementation - Report, Direction on Next Steps and City Actions

KEY ISSUES

- Definition
- Projects
- Funding Mechanism
- Resiliency Framework
- Resiliency Study
- Stormwater Master Plan

AUGUST 2024 UPDATE

The city has been awarded a Vulnerability Assessment Grant from FDEP totaling $159,665. The grant agreement will be on the August 5, 2024 City Commission agenda for approval.

MILESTONES		
1.	Hire Resiliency Manager/Coordinator	10/24
2.	Establish Resiliency Framework	12/24
3.	Identify CIP Projects	10/24
4.	CIP WORKSHOP: CIP Budget FY25 Resiliency Projects Presentation and Discussion	10/24
5.	Complete Resiliency Study and Stormwater Master Plan	1/25
6.	COMMISSION DAY MEETING: Resiliency Study and Stormwater Master Plan Presentation and Discussion	2/25

Responsibility: **Deputy City Manager - Public Services**

ACTION ITEM 12 : Beachside Parking Pilot Study - Implementation, Evaluation and Future Direction

KEY ISSUES

- Outcomes
- Parking Pilot
- Jetty Park
- South Causeway Park

AUGUST 2024 UPDATE

Contract to be presented to the City Commission for approval.

MILESTONES		
~~1.~~	~~Presentation to Committee~~	Complete
~~2.~~	~~DECISION: Parking Pilot Study Direction~~	Complete

Responsibility: **Community Response Director**

ACTION ITEM 13 : Short-Term Rental Regulations- Legal Update, Direction and City Actions

KEY ISSUES

- Fee Schedule

AUGUST 2024 UPDATE

This will be scheduled for the September Commission Day Meeting for discussion.

MILESTONES		
1.	Prepare Annual Fee update	8/24
2.	COMMISSION DAY MEETING: Short-Term Rental Fee Update Discussion and Direction	9/24

***Responsibility*: City Clerk**

ACTION ITEM 14 : Agricultural Zoning: Concept, Direction and Ordinance Amendments

KEY ISSUES

- Zoning Changes
- Link to Comprehensive Planning Update

AUGUST 2024 UPDATE

Zoning use table amendment to be reviewed by City Commission on 8/19/24. To be included in the Comprehensive Plan update.

MILESTONES		
1.	Complete update	11/24
2.	Planning Board: Review	12/24
3.	DECISION: Comprehensive Plan Update/Agricultural Zoning Adoption	2/25

***Responsibility*: Planning Director**

engage


GREAT AMERICAN CLEANUP
KEEP AMERICA BEAUTIFUL
FORT PIERCE

ACTION ITEM 1 : Proactive City/Community Marketing Strategy Expansion - Outcomes, Report with Options, Direction and City Actions

KEY ISSUES

- Proactive Marketing
- Telling the City's Story
- Continue to Enhance the Image of Fort Pierce
- Promoting "Small Town Feeling"
- Showcasing City Government
- Showcasing Fort Pierce Community
- Need for Community Market Analysis – More Informed Community
- Marketing beyond Departmental Capacity
- Best Practices – Public and Private
- Message for our Community
- Changing Perceptions/ Misperceptions of Fort Pierce
- Ad Agency to Market Fort Pierce
- Marketing: to our Community and Outside World
- Major Topics
- Partnership with FPUA
- Community Partners

MILESTONES

A.	**MAJOR ATTRACTION MARKETING**	
1.	Team develops proposal for marketing major Fort Pierce attractions	8/24
2.	Present proposal to City Manager	9/24
3.	REPORT: Major Attraction Marketing	9/24
B.	**MARKETING CITY SUCCESSES**	
1.	Prepare Action Plan	8/24
2.	REPORT: City Successes Marketing	9/24
C.	**COMPREHENSIVE PROACTIVE MARKETING PROGRAM - COMMUNITY AND OUTSIDE WORLD**	
~~1.~~	~~BUDGET WORKSHOP: Marketing Presentation, Discussion and Direction~~	Complete
2.	Issue RFQ	8/24
3.	Review proposal - scope, costs	9/24
4.	Develop budget proposal	10/24
5.	Present proposal to City Manager	10/24

***Responsibility*: Deputy City Manager - Administrative Services**

AUGUST 2024 UPDATE

MARKETING PROPOSAL DEVELOPMENT
- In progress.

MARKETING CITY SUCCESSES
- In progress

PROACTIVE MARKETING PROGRAM
- Working to obtain a consultant to assist with this initiative.

ACTION ITEM 2 : "One Fort Pierce" Community – Strengthening - Next Steps

KEY ISSUES

- What Does "One Fort Pierce" Mean to You?
- Incorporate in City Website – Personal Link to Residents

MILESTONES		
~~1.~~	~~Complete "One Fort Pierce" community Mural on Solid Waste Truck~~	Complete
2.	Link to Community Marketing Action	Ongoing

Responsibility: **Deputy City Manager - Administrative Services**

AUGUST 2024 UPDATE

Link to Community Marketing Action – In Progress

ACTION ITEM 3 : Community Listening Action Plan

KEY ISSUES

- Town Hall Meeting – Unstructured Agenda
- Outreach to Residents

MILESTONES		
1.	Conduct Town Hall Meeting	TBD

Responsibility: **Mayor and City Commissioners**

ACTION ITEM 4 : Community Survey - Development, Completion and Report to City Commission

KEY ISSUES

- Findings
- Learning Points
- Potential Actions
- Use Technology for Feedback and Emergency Management – Texting and Social Media
- Reaching out to Youth

MILESTONES		
~~1.~~	~~Complete survey and prepare report~~	Complete
~~2.~~	~~COMMISSION DAY MEETING: Community Survey Presentation and Discussion~~	Complete

Responsibility: **City Manager**

AUGUST 2024 UPDATE

Complete.

ACTION ITEM 5 : Community Events and Festivals - Permitting Fee, Quality Control, Evaluation and Direction

KEY ISSUES

- Increasing Costs
- Expectations of City Government
- Cost Recovery
- Parking
- Fee Structure
- Types of Events
- City Role
- City Degree of Support
- Funding Mechanisms
- Impacts on Daily Operations
- Community Building – Residents Involved and Meeting Residents
- Market Analysis: City Fee Structure
- Facility: Size, Needs, Renovation or New
- Link to Downtown Master Plan
- Fort Pierce Yacht Club Lease of City Building
- Link to Seaplane Facility
- Location with Water View

AUGUST 2024 UPDATE

In progress.

MILESTONES

1.	Update and revise presentation	10/24
2.	COMMISSION DAY MEETING: Community Events and Festivals Presentation, Discussion and Direction	10/24

Responsibility: **Deputy City Manager - Administrative Services**

ACTION ITEM 6 : Celebrating Community Heroes Implementation: Next Steps

KEY ISSUES

- Resolution for Program
- Costs/Fees
- Criteria: Heroes

AUGUST 2024 UPDATE

Resolution will be on the August 5, 2024 City Commission agenda for approval.

MILESTONES

~~1.~~	~~Prepare final draft resolution~~	Complete
2.	DECISION: Resolution for Celebrating Community Heroes – Banners Program	8/24

Responsibility: **Deputy City Manager - Public Services**

beauty

ACTION ITEM 1 : City Beautification Strategy and Action Plan - Goals/ Outcomes, Best Practices, Report with Options, Direction, Funding and City Actions

KEY ISSUES

- Desired Outcomes
- Problems/Opportunities
- Best Practices
- Program Options
- City Role
- Costs
- Funding Mechanism
- Foreclosed Property and Direction

AUGUST 2024 UPDATE

- Foreclosure property report - continued work in progress.14 properties have been added to the list and are in the process of being prepared for final review.
- The Keep Fort Pierce Beautiful Advisory Board made a presentation before the City Commission at their meeting on August 12, 2024.

MILESTONES

~~1.~~	~~Complete update of current City Beautification Program/Strategy and Actions~~	Complete
~~2.~~	~~COMMISSION DAY MEETING: City Beautification Strategy/Program Presentation and Discussion~~	Complete
3.	Prepare update Report on Foreclosed Properties	9/24
4.	COMMISSION DAY MEETING: Foreclosed Property Inventory and Direction	9/24

Responsibility: **Community Response Director; Deputy City Manager - Public Services**

ACTION ITEM 2 : Housing Authority Property Maintenance/Condition - Discussion with FPHA and City Action

KEY ISSUES

- Housing Authority Property Conditions and Appearance
- Property Management
- Compliance with City Codes
- City Role
- Lack of Maintenance

AUGUST 2024 UPDATE

On August 7, 2024, met with the Building Department that will be preparing to present a minimum housing standard, which will apply to the FPHA. This action is tied to that action.

MILESTONES

1.	Identify problem areas – condition and appearance	8/24
2.	Meeting with Mayor/City Manager and Housing Authority Chair/Executive Director	TBD

Responsibility: **Community Response Director**

ACTION ITEM 3 : Orange Avenue Beautification Action Plan (including Complete Streets)

KEY ISSUES

- West of 33rd Street
- 17th Street to Kings Highway
- FDOT Control of Roads
- Outside City Limits
- Unattractive Corridor

AUGUST 2024 UPDATE

- Orange Avenue, 32nd Street east to US 1 is under construction. The FDOT contractor will provide safety upgrades throughout the corridor to include ADA accessibility upgrades, lighting improvements and pavement resurfacing. The duration of construction will be 259 days, ending July 2025.
- Orange Avenue from 32nd Street to Lamont Road is scheduled to start preliminary design in the Fall of 2024. Improvements will include ADA accessibility upgrades, lighting improvements and pavement resurfacing.

MILESTONES

~~1.~~	~~Approach FDOT~~	Complete
2.	Receive FDOT Response	10/24

***Responsibility*: Deputy City Manager - Public Services**

ACTION ITEM 4 : Housing Minimum Living Standards Program and Enforcement Tools - Definition, Best Practices, Report with Options, Direction, Community Information/Education and Initial Implementation

KEY ISSUES

- Concept Definition
- Desired Outcomes
- Major Problems
- Frequent "Flyers"
- Best Practices
- Compliance/Enforcement Tools
- Special Magistrate Expectations and Contract
- City Role
- Landlord Responsibilities
- Landlord Accountability
- Landlords Putting the Burden on Tenants
- Impacts on Renters
- Protection the Interests of Renter

AUGUST 2024 UPDATE

A meeting has been scheduled for 8/6/24 for the Building and Code Departments to meet to discuss the concept and best practices as well as identifying the major problems.

MILESTONES

~~1.~~	~~Investigate concept and best practices~~	Complete
~~2.~~	~~Identify major problems for our Fort Pierce community~~	Complete
3.	Prepare comprehensive report with options and recommendations, including an implementation plan	10/24
4.	COMMISSION DAY MEETING: Minimum Housing Living Standards and Tools Report Presentation, Discussion and Direction	11/24

Responsibility: **Building Director**

ACTION ITEM 5 : Entrances/Gateways Plan - Development and Adoption

AUGUST 2024 UPDATE

The Gateway and Wayfinding Signage project is underway and progressing as planned. Last month, representatives from Don Bell Signs conducted visits to each designated sign location. During these visits, they finalized the position and marked the sites for the installation of the new signs. The fabrication process for the wayfinding signs expected to take 20 weeks.

The Community Aesthetic Feature Agreement for the gateway signs has been submitted to the Florida Department of Transportation (FDOT) who is awaiting updated information from the engineering team at Don Bell Signs to proceed with the next steps in the approval process.

In anticipation of the new signage, staff identified all existing signs slated for removal. This ensures a seamless transition as the new signs are installed, minimizing disruption and maintaining clear communication.

MILESTONES

1.	~~Identify locations~~	Complete
2.	Complete permitting	9/24
3.	Complete installation	1/25

Responsibility: **City Manager**

ACTION ITEM 6 : Mural Projects 2024 - Direction

KEY ISSUES

- Locations
- Artists
- Artist Agreement

AUGUST 2024 UPDATE

- The FPRA Mural Program has made significant progress with the completion of a vibrant mural entitled "Poinciana's Hand" at 117 N. 5th Street. In addition, the mural at 717 Orange Avenue is progressing as both the Property Owner and Artist Agreements were approved by the FPRA Board on August 13, 2024. This mural is slated to be completed by November and is sure to make an impact due to its strategic location at the gateway into the Peacock Arts District.
- Finally, a call for artists was issued for another opportunity at 607 Orange Avenue. The entries will be evaluated by staff and presented to the property owner, CRA Advisory Committee and FPRA Board for final determination.

MILESTONES

1.	~~Call for artists~~	Complete
2.	Identify artists	9/24
3.	DECISION: Award Contract for Mural Artists	10/24
4.	Start murals	11/24
5.	Complete murals	12/24

Responsibility: **City Manager**

ACTION ITEM 7 : Annual Beach Renourishment - St. Lucie County and U. S. Army Corps of Engineers - Update

KEY ISSUES

- St. Lucie County Project
- Bi-Annual Funding (2025)

AUGUST 2024 UPDATE

The Interlocal Agreement with St. Lucie County was approved by the Fort Pierce Redevelopment Agency on August 13, 2024. The ILA is scheduled to go before St. Lucie County Board of County Commissioners for approval on August 27, 2024.

MILESTONES

~~1.~~	~~FPRA Funding $500,000~~	Complete
2.	Complete Project	TBD

Responsibility: **City Manager**

ACTION ITEM 8 : Landscape Code - Revision

KEY ISSUES

- Code Revisions
- Maintenance Requirement
- Plants Surviving
- Natural Old Florida Feeling

AUGUST 2024 UPDATE

Maintenance Code adopted. Landscape design, species and standards to be developed by consultant.

MILESTONES

~~1.~~	~~Complete legal review~~	Complete
2.	Planning Board: Review	8/24
3.	DECISION: Landscape Code Adoption	11/24

Responsibility: **Planning Director**

ACTION ITEM 9 : Architectural Design Standards Ordinance - Direction and Adoption

KEY ISSUES

- Ordinance Revision
- Historic District

AUGUST 2024 UPDATE

Awaiting final legal review. Will be scheduled for September or October Planning Board meeting.

MILESTONES

1.	Complete legal review	9/24
2.	Planning Board: Review	10/24
3.	DECISION: Architectural Design Standards Ordinance Adoption	11/24

Responsibility: **Planning Director**


SUNRISE
SUNRISE THEATRE
SUNRISE
COLLECTIVE SOUL
WITH OPENING ACT-ED KOWALCZYK
FEBRUARY 28TH AT 8PM
LATE NIGHT CATECHISM
FEB 28TH AT 8PM
IN THE BLACK BOX

enjoy

ACTION ITEM 1 : Homeless/Unhoused Residents Strategy: Goals/ Outcomes, Community Problem Analysis and Impacts, Best Service Needs, Report with Options, Direction and City Actions

KEY ISSUES

- Resources for Daytime
- City Role
- St. Lucie County Role
- Community Needs
- Community Resources
- Scope of Services
- Partner: Operator
- Location
- Costs
- Funding Mechanism
- Facility Design
- Hotel/Motel Option and Purchase
- Mobile Unit: Scope of Services and Design
- One Centralized Location
- Homeless Veterans Housing Options
- Location: West Industrial Area

AUGUST 2024 UPDATE

Work is continuing with our partner, Treasure Coast Homeless Coalition. Grant funding opportunities are being identified.

MILESTONES		
1.	Work with Treasure Coast Homeless Services Council to develop concept for a centralized facility	9/24
2.	Explore funding options	9/24
4.	DECISION: Funding for Homeless Daytime Facility and Mobile Unit	10/24

Responsibility: **City Manager**

ACTION ITEM 2 : Youth Recreational Programs and Activities Expansion - Needs, Report with Options, Direction and City Role/ Actions

KEY ISSUES

- Community Needs
- Gaps
- Current Programs/Activities
- Level of Participation
- Locations
- Potential Additional Programs/ Activities
- Youth Recreational Trends
- Youth Recreational Realities
- City Role

AUGUST 2024 UPDATE

Identitying community needs and possibilities for activity expansions.

MILESTONES		
1.	Prepare youth recreation update	8/24
2.	COMMMISSION DAY MEETING: Youth Recreation – What Has Been Done and Future Plan/Activities	8/24

***Responsibility*: Deputy City Manager - Administrative Services**

ACTION ITEM 3 : Sunrise Theatre Capital and Financial Plan - Development, Direction, Funding Mechanisms and City Actions

KEY ISSUES

- Capital Needs
- Costs
- Funding Mechanism
- CIP Plan for Sunrise Theatre
- Sunrise Theatre Found Ownership of Building
- Major Facilities
- Sunrise Theatre Operating Model
- Marquee Upgrade
- Sunrise Theatre Foundation Fund Raising
- Operator Options

AUGUST 2024 UPDATE

It is anticipated that a new RFP will be issued in early October for the operations of the Theatre. In the interim, FY25 budget funds are being allocated.

MILESTONES

~~1.~~	~~Develop a comprehensive CIP with projects~~	Complete
2.	DECISION: Budget FY 25 Funding for Sunrise Theatre CIP Projects	9/24

Responsibility: City Manager

ACTION ITEM 4 : Cobb's Landing - Report with Findings and Option, Direction, Issue RFP and Implementation

KEY ISSUES

- City Retention of Land Ownership
- Building Condition
- Community Historic Traditions
- Development Options
- Length of Contract
- Contract End Date
- Financial Component

AUGUST 2024 UPDATE

Marina staff is awaiting the building assessment report.

MILESTONES

~~1.~~	~~Complete survey~~	Complete
2.	Complete building condition assessment and needs	8/24
3.	Prepare a comprehensive report with findings and options	9/24
4.	COMMISSION DAY MEETING: Cobb's Landing Report Presentation, Discussion and Direction	10/24

Responsibility: Marina Director

ACTION ITEM 5 : City Marina Expansion - Report with Options, Direction, Funding and City Actions

KEY ISSUES

- Phase 1 – Marina Expansion
- Phase 2 – Internal Basin

AUGUST 2024 UPDATE

The proposed contract has been reviewed by Marina staff and forwarded to the City Engineer for his review and to be placed on the City Commission agenda.

MILESTONES		
1.	Complete engineering design	2/25
2.	Complete permitting	2/25

Responsibility: Marina Director

ACTION ITEM 6 : Indian Hills Clubhouse Facility/Pickleball Courts - Report with Options, Direction and Funding Mechanism

KEY ISSUES

- Phase 1 Pickleball Courts
- Banquet Capacity Investigation
- Partnership Operator for Banquets
- City Role
- Cost
- Funding

AUGUST 2024 UPDATE

Construction contract to be on the August 19, 2024 City Commission agenda.

MILESTONES		
~~1.~~	~~Conduct pre bid meeting~~	Complete
~~2.~~	~~Bid for Pickleball Courts~~	Complete
~~3.~~	~~DECISION: Award Contract for Pickleball Construction; Site Plan Approval~~	Complete
4.	Open Pickleball Courts	10/24

Responsibility: Deputy City Manager - Public Services

ACTION ITEM 7 : Little Jim Bait and Tackle Operations - RFP and Direction

KEY ISSUES

- Services
- Contract

AUGUST 2024 UPDATE

On July 31, 2024, Purchasing and Marina staff performed a bid opening and walk thru of the City property for the purpose of a new RFP which will consist of a new operations contract. Four businesses or interested parties were in attendance.

MILESTONES		
1.	Issue RFP	8/24
2.	Evaluate responses and prepare recommendations	10/24
3.	DECISION: Little Jim Bait and Tackle Contract	12/24

Responsibility: **Marina Director**

ACTION ITEM 8 : Animal Adoption Center Implementation - Next Steps (including Creation of 501c3 and Voucher Program Refinements)

KEY ISSUES

- 501c3 Creation
- Park Yard Upgrade
- Clinic Opening
- Clinic Voucher Program
- Funding Mechanisms

AUGUST 2024 UPDATE

- Contract for site plan has been approved and funded.
- Modular construction plans have been received and approved.
- Modular construction pending approval to move forward at conclusion of site plan.

MILESTONES		
~~1.~~	~~Initiate fund-raising campaign for Play Yard~~	Complete
~~2.~~	~~Create 501c3 organization~~	Complete
3.	Prepare report on clinic	8/24
4.	DECISION: Resolution on Clinic and Voucher Program	9/24
5.	Open Clinic	10/24

Responsibility: **Community Response Director**

ACTION ITEM 9 : Smart City Initiative Development - Direction and Actions

KEY ISSUES

- Downtown Fiber
- Airport Areas Fiber

AUGUST 2024 UPDATE

- A revised Downtown SMART City MOU is currently being routed to remove the Kiosks from the scope of work. Unfortunately, we could not make the contract work between the vendor, FPUA and the City of Fort Pierce at this time. The revised scope of work will take the money from the Kiosk and will allow for free public Wi-Fi to be extended from Manatee Center to just north of River Walk. Additionally, the remaining funds will help expand fiber throughout Zone 2 between Orange Ave to Citrus.
  - Zone 1 - Ave C to Orange Ave was completed May 2023. As of 7-17-2024 FPUAnet has 14 customers within this fiber zone.
  - Zone 2 - Orange Ave to Citrus is scheduled to be completed by the end of September 2024.
- Airport Industrial Park fiber build was completed June 3rd 2024. As of 7-17-2024 FPUAnet has 19 customers within this fiber zone.
- FPUAnet has added an additional Sales Representative on July 8th 2024 to focus on business acquisition within the City of Fort Pierce.

MILESTONES

1.	Prepare update report	11/24
2.	REPORT: Smart City Initiative Update	12/24

Responsibility: **FPUA Utilities Director**