

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

City Commission Meeting - Monday, January 13, 2025 - 9:00 a.m.

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

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

- a. Approval of the Minutes from the December 9, 2024 City Commission Meeting

5. **Proclamations**

6. **Additions or deletions to agenda and approval of the agenda.**

7. **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.

8. **Miscellaneous Reports and Presentations**

- a. Fort Pierce Utilities Authority Advisory Committee Second Annual Work Plan Presentation
- b. Kings Landing Update
- c. Infrastructure Surtax Citizens Oversight Committee Annual Report 2024

9. **Consent Agenda**

- a. Approval of travel for Commissioner Arnold Gaines to attend the FBC-LEO Annual Conference in Orlando, Florida from February 27, 2025, to February 28, 2025, in the amount of \$900.69.

10. **City Commission - Resolutions**

- a. Resolution 25-R07 Appointing James Crist to the Board of Adjustment as Commissioner Taylor's appointee.
- b. Resolution 25-R08 Appointing Levi Lovell to the Keep Fort Pierce Beautiful Advisory Board as Commissioner Taylor's appointee.
- c. Resolution 25-R09 Appointing Luke Croghan to the Sunrise Theater Advisory Board as Commissioner Taylor's appointee.

11. **New Business - City Commission Discussion Items**

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

13. **Adjournment**

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

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

City Commission Day Meeting

4. a.

Meeting Date: 01/13/2025

Re:

SUBJECT:

Approval of the Minutes from the December 9, 2024 City Commission Meeting

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Minutes

Form Review

Form Started By: Tina Rel
Final Approval Date: 01/08/2025

Started On: 01/08/2025 05:30 PM

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 9 A.M. ON MONDAY, DECEMBER 09, 2024.

1. **Call to Order**

Mayor Hudson called the December 09, 2024, Morning Meeting to order at 9:00 A.M.

2. **Pledge of Allegiance**

3. **Roll Call**

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

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

4. **Approval of Minutes**

- a. Approval of the Minutes from the October 14, 2024 City Commission Meeting

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the October 14, 2024 Morning Meeting.

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

Passed

5. **Proclamations**

6. **Additions or deletions to agenda and approval of the agenda.**

Commissioner Johnson requested the addition of a discussion on the City Manager position.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the agenda with the addition of City Manager discussion.

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

Passed

7. **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.

None

8. **Miscellaneous Reports and Presentations**

9. **Consent Agenda**

10. **City Commission - Resolutions**

11. **New Business - City Commission Discussion Items**

- a. Review and discussion regarding Mayor and City Commission assignments to various Boards and Committees

Mayor Hudson commented that she is satisfied with the current Board designations.

The Commission inquired about the Sunrise Theater RFP and the direction of the Board.

Acting City Manager, Linda Cox, commented on the RFP and the direction the Commission would like to take.

Commissioner Broderick posed an interest in the TPO.

Commissioner Taylor posed an interest in the Board but is open to being the alternate.

Commissioner Johnson commented that he is satisfied with the current Board designations.

Commissioner Gaines requested assistance with the Round Table Board and inquired about other Commissioners' interest in the Homelessness and Affordable Housing Committees.

Commissioner Taylor expressed willingness to sit on the Round Table and Treasure Coast Regional Planning Board and asked that Commissioner Gaines take the Chamber of Commerce Board of Directors.

Commissioner Johnson expressed his willingness to switch to the Treasure Coast Regional Board and to take the Downtown Business Board.

City Attorney Sara Hedges clarified that the Affordable Housing Board is permanent but could be combined with the County.

- b. Update on Retirement Board Cost of Living Adjustments

Finance Director Johnna Morris provided an update on the retirement cost-of-living adjustment based on current statutes and law. The Emerald advisors reduced fees by fifty percent and eliminated the contract with Morgan Stanley.

The Commission discussed the cost-of-living retirement increase request and commented that the fund is secure.

- c. Follow-up discussion and direction regarding the final contract for Pay to Park Pilot Program with PCI Municipal Services

Peggy Arraiz, Community Response Director, presented the follow-up discussion and direction regarding the final contract for the Pay to Park Pilot Program with PCI Municipal Services and St. Lucie County concerns.

City Attorney, Sara Hedges, presented the County's concerns due to a funding clause.

The Commission discussed the program, the county's concerns, potential revenue, logistics of determining residents, and enforcement.

d. City Manager Discussion

City Attorney Hedges provided an executive summary and recommendations for the applicant interview process.

Human Resources Director, Jared Sorenson detailed the executive summary.

The Commission inquired on the search process and the executive summary.

Mr. Sorensen commented on the hiring process and the applicant criteria.

12. City Commission Boards and Committees Updates

Commissioner Gaines commented that the Retirement Board meeting had been canceled for December, the Treasure Coast Council of Local Government meets in January, the Council on Aging did not meet, The Roundtable of St. Lucie County was attended by Audria Moore, the Homeless Advisory Board meets on December 18th and TSERTA may be dissolved.

Commissioner Broderick commented on the parking committee meeting regarding code.

Commissioner Johnson commented that the committee on Lincoln Park Mainstreet will meet this week, Christmas on Moore's Street is December 14th, the Fire Board had elections, and TPO met and provided updates on their plans.

Commissioner Taylor commented on the Fort Pierce Main Street parade and the upcoming New Year's fireworks display.

Mayor Hudson commented that Florida Municipal Insurance will meet in Tampa this Friday, Fort Pierce Utilities Authority had a resignation. It will have a new attorney, Treasure Coast Regional League of Cities, and a policy update to follow, and the Fire District is building three new fire stations.

Ms. Cox commented that the FPUA appointment will be presented during the January 6, 2025 meeting.

13. 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.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Day Meeting

8. a.

Meeting Date: 01/13/2025

Re:

SUBJECT:

Fort Pierce Utilities Authority Advisory Committee Second Annual Work Plan Presentation

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Presentation

Form Review

Form Started By: Tina Rel
Final Approval Date: 12/16/2024

Started On: 12/16/2024 03:56 PM



Fort Pierce Utilities Authority
Utility Advisory Committee
1701 S 37th Street
Fort Pierce, FL 34947
772.466.1600

Fort Pierce Utilities Authority
Utility Advisory Committee
Annual Workplan 2025
October 2024 – September 2025



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.



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Introduction

This document represents the 2024-2025 Annual Work Plan for Fort Pierce Utilities Authority's Utility Advisory Committee and was developed within the context of FPUA's Strategic Planning Workshop results. Activities provided are intended to be carried out between October 2024 and September 2025 (the FY2025 year).

Whereas the FPUA Strategic Plan identified major goals and strategies to meet those goals, the UAC Work Plan identifies specific activities that the UAC will carry out to meet some of those goals and strategies. Specifically, the Committee commits to carrying out activities that will assist in improving:

- FPUA Strategic Plan Goal 1: Community Relations
- FPUA Strategic Plan Goal 2: Growth and Rates
- FPUA Strategic Plan Goal 3: Workforce and
- FPUA Strategic Plan Goal 5: Utility Governance.

Some key activities include: identifying opportunities and community partnerships for outreach events, develop FAQs for staff to consider, and develop a Mid-Year Progress Report. Where possible, the impact of those activities will be tracked and recorded by the PAS group and incorporated into reports. Impact metrics can include number of individuals reached at public events where UAC members are present, number of UAC meetings held and number of attendees, print or digital materials produced in collaboration with FPUA staff, and/or summaries of policy recommendations made by the UAC for adoption.

Further, the Committee will present the Annual Work Plan and Mid-Year Progress Report to update the Board on the Committee's recommendations, outreach opportunities, and education requested and received via FPUA staff. The templates for these documents are provided as Appendix A and B attached to this document.

Background of the Utility Advisory Committee

In July 2024, the UAC established the following Mission and About Us statements:

Mission: *To make a difference and build trust in our community by fostering transparency through developing relationships and facilitating dialogue about utility services to be integrated into the decision-making process of the Fort Pierce Utilities Authority.*



About Us: *The FPUA UAC is a volunteer, community-based advisory group fostering open dialogue, business concerns and community engagement between FPUA customers and leadership of Fort Pierce’s locally-owned municipal utility provider. The UAC typically advises on topics ranging from rates, infrastructure improvement, customer service, and other ways FPUA can better engage the Fort Pierce community.*

FPUA’s Utility Advisory Committee was established on November 2nd, 2021, through the execution of Resolution No. UA 2021-10, to foster open dialogue, discuss utility topics, address business concerns, and engage the community in a public forum. The FPUA Board of Directors understands the value of creating a public forum in which the citizens of Fort Pierce and FPUA ratepayers can identify issues and voice their concerns.

Members of the Utility Advisory Committee are appointed by the Fort Pierce City Commissioners and the FPUA Board, with three additional at-large positions that may be appointed by the Committee. Utility Advisory Committee. Members are responsible for educating the public on FPUA initiatives and projects, providing input, to FPUA, from the community on community outreach opportunities, as well as other duties assigned by the FPUA Board.

The Utility Advisory Committee holds its meetings at FPUA’s Energy Services Center on the first Wednesday of each month. As part of this workplan, the Committee will continue to further their education and begin engaging the community, taking a hand- on approach to FPUA’s outreach activities.

Alignment with FPUA Strategic Goals

The Utility Advisory Committee Work Plan was developed and organized to align with the FPUA Strategic Goals, which were approved on October 17th, 2023. Whereas the FPUA Strategic Plan identified five major goals and multiple strategies to meet those goals, the UAC Work Plan encompasses only four goals and select strategies identified by the Committee for the specific activities listed. Specifically, the Committee commits to carrying out activities that will assist in improving:

- FPUA Strategic Plan Goal 1: Community Relations
- FPUA Strategic Plan Goal 2: Growth and Rates
- FPUA Strategic Plan Goal 3: Workforce; and
- FPUA Strategic Plan Goal 5: Utility Governance



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.



Terminology of the Work Plan

FPUA goal – The long-term goals that were collaboratively developed by FPUA leadership and Board members, and adopted by the FPUA Board of Directors on October 17th, 2023. There are five goals in the 2023 Strategic Plan:

1. **Community Relations** – FPUA will engage internal and external stakeholders to build relationships and earn trust through collaborative communication.
2. **Growth & Rates** – FPUA will strategically expand services to grow the utility and city in order to provide economical and reliable services for customers.
3. **Workforce** – FPUA will retain and attract the employees necessary to lead FPUA into the future.
4. **Technology** – FPUA will streamline and automate processes.
5. **Utility Governance** – FPUA will provide its board with the education and resources needed to continue to excel at the performance of its Charter responsibilities.

FPUA Strategy – The approach(es) that will be used to help FPUA focus its efforts in order to reach the stated FPUA goals. Each FPUA goal is supported by multiple strategies which will be carried out to meet the goal.

UAC Objective – The UAC’s short-term target to be attained by the end of the current Work Plan year. UAC-specific objectives have been developed for each relevant Strategy.

UAC Activity – The UAC’s actionable steps that will be used to meet the relevant UAC Objective.

Goal 1: Community Relations



FPUA Goal: FPUA will engage internal and external stakeholders to build relationships and earn trust through collaborative communication.

UAC INTRODUCTION – Community Relations

The Utility Advisory Committee recognizes Community Relations as a top opportunity for the UAC to support one of FPUA’s major goals. The UAC will pursue the following objectives and activities toward this goal. Please note that the items written in red are the strategies as-stated in FPUA’s 2023 Strategic Plan. All other language represents the UAC’s objectives and activities.

FPUA STRATEGY 1.1: Demonstrate to citizens the benefits of FPUA to the community.

UAC Objective: Serve as educated FPUA brand ambassadors who facilitate connection between FPUA and its customers as well as directly and indirectly relay information to customers about the benefits of FPUA to the community.

UAC Activities:

1. Stay informed and engaged on critical utility topics by establishing a set calendar of presentations and discussions, attending monthly UAC meetings to learn and engage, and providing feedback to staff for next steps.
2. Facilitate at least two opportunities for community partners to host FPUA outreach activities, such as invitations to speak at HOAs, table at special events, or otherwise participate in other partner meetings.
3. Each UAC Member will attend at least one Community Outreach event where FPUA is presenting or on display for customer engagement.
4. Collaboratively develop a webpage on the FPUA.com website that is dedicated to introducing the UAC Members, mission, and about us.

Committee Meeting Informational Topics and Workshops:

The UAC has identified the following list of potential topics and tours for the FY2025 year:

- BYOB: *Bring Your Own Bill* A public workshop on learning to read your FPUA bill
- FPUA Grants: How FPUA is improving Utility Resiliency while decreasing cost burden to Ratepayers
- Customer Service Modernization: Coming customer service improvements
- Tour TC Energy Center
- Tour WWTP
- Grants and funding opportunities available to customers
- Energy efficiency how-to
- Budget Billing explained
- Wastewater Primer: What’s in it, how is it treated and how can customers reduce their flow?
- Septic to Sewer Program: goals, overview, next steps

The UAC chose the following topics for the next six months:

October 2024 – April 2025 Topics Calendar

<u>October</u>	Finalize 2025 Annual Workplan
<u>November</u>	FPUA Grants Panel: How FPUA improves utility resiliency while decreasing ratepayer burden
<u>December</u>	Wastewater Reclamation Facility Update & Wastewater Primer: What’s in it, how its treated and how flow can be reduced
<u>January</u>	Rebates to help lower the cost of efficiency improvements
<u>February</u>	Customer Service Modernization: Coming customer service improvements
<u>March</u>	Mid Year Report planning

Potential topics for May 2025 – September 2025

- GRIP Grant: Making the FPUA Energy Grid more resilient
- Tour TC Energy Center
- Septic to Sewer Program: goals, overview, next steps
- Energy Efficiency Explained: How to lower your bill by making your home or business more efficient

The UAC has Identified the following list of potential partners with whom FPUA could reach out to host dedicated outreach events:

- St. Lucie County Fair
- Downtown Farmers Market
- Friday Fest
- Art Walk
- Publix
- Churches: Mount Bethel, Westside Church (west and east campus), River of Life Fellowship, Mt. Pleasant, St. Paul AME, St. Anastasia, Yahweh Hands-On Ministry
- HOAs: Hibiscus Park, South Beach Association, Ocean Village
- Lions
- Sororities & Fraternities: i.e.:
- AA

The UAC has also identified the following list of possible community engagement topics for the Worplan’s timeframe:

- BYOB: Bring Your Own Bill – Workshop where customers can bring their bill for an overview workshop and have an opportunity to sit with staff to ask questions/identify concerns/receive advice
- “Are Rates Different by Neighborhood?”
- How FPUA saves ratepayers money (either an in-person workshop topic or brochure)
- How to Save Money on your Utility Bill (Off peak usage, efficiency measures, etc.)

FPUA STRATEGY 1.4: Foster positive relationships and provide resources to schools and youth-oriented organizations to reach the next generation of customers and employees.

UAC Objective: Serve as community liaisons with local schools and youth-oriented organizations to facilitate connection between those groups and FPUA.

UAC Activity: Facilitate at least one opportunity for education partners to host FPUA outreach activities, such as invitations to speak at schools, table at special events, or otherwise participate in other partner meetings.

The UAC has identified the following list of youth organizations that can be engaged in the coming year:

- TC Youth Sailing School @ Jaycee Park
- St. Andrews School
- Police Athletic League
- Children’s Services Council
- High School Clubs
- Boys and Girls Club
- Indian River State College

Goal 2: Growth and Rates



FPUA Goal: FPUA will strategically expand services to grow the utility and city in order to provide economical and reliable services for customers.

UAC INTRODUCTION – Growth and Rates

The Utility Advisory Committee understands the importance of Growth and Rates, with Growth being a key opportunity to continue FPUA’s mission of providing its ratepayers with economical and reliable service. The UAC will continue to pursue the following objectives and activities toward this goal. Please note that the items written in purple are the strategies as-stated in FPUA’s 2023 Strategic Plan. All other language represents the UAC’s objectives and activities.

FPUA STRATEGY 2.1: Continue to improve efficiencies for operation and expansion of services.

UAC Objective: Ensure that FPUA is equipped with citizen input to support the utility's continued efforts to maintain economical rates and reliable services.

UAC Activity: Review FPUA programs during monthly meetings and provide direct feedback to staff presenters for the purpose improving effectiveness and efficiencies of those programs.

FPUA STRATEGY 2.2: Complete the wastewater treatment plant relocation.

UAC Objective: Demonstrate full support and also facilitate public support for completion of the relocation effort.

UAC Activities:

1. Continue providing letters of support for grant proposals to fund the WRF relocation.
2. Inform customers about construction and funding progress when opportunities arise.

Goal 3: Workforce



FPUA Goal: FPUA will retain and attract the employees necessary to lead FPUA into the future.

UAC INTRODUCTION: Workforce

The Utility Advisory Committee identifies Workforce as a significant opportunity to assist FPUA in attracting and retaining local employees. Through their direct ties to the community, and youth organizations, the UAC hopes to assist by advertising positions and/or identifying local venues to advertise.

FPUA STRATEGY 3.4: Educate students on internships and apprenticeships available at FPUA.

UAC Objective: Prioritize the involvement of local student candidates by serving as community liaisons with local schools and students.

UAC Activities:

1. Dedicate at least one UAC meeting to the topic of FPUA apprenticeship and internship programs and career opportunities and directly invite teachers, school board members, and guidance counselors to attend.
2. Remain informed about FPUA career opportunities, internships, and apprenticeships by visiting www.fpua.com/careers and sharing open positions throughout the community and at youth-oriented venues and events.

Goal 4: Utility Governance



FPUA Goal: FPUA will provide its Board with the education and resources needed to continue to excel at the performance of its Charter responsibilities.

UAC INTRODUCTION – Utility Governance

The Utility Advisory Committee understands that Utility Governance enables FPUA to continue growth of the utility and City of Fort Pierce. Members recognize the importance of meeting the legal requirements, Sunshine Law, while simultaneously existing as a highly valuable and effective engagement division for FPUA Staff. The UAC also recognizes that municipal utility governance requires periodic communication between the UAC and the FPUA Board of Directors to ensure true citizen engagement at all levels of utility leadership.

FPUA STRATEGY 5.1: Develop an onboarding program for new board members and provide governance training.

UAC Objective: Establish known and sharable protocols and expectations that will allow for a highly effective utility advisory committee that provides quality guidance to FPUA staff, including clear guidelines for newly inducted committee members, as well as periodic updates to the FPUA Board of Directors.

UAC Activities

1. Prepare and present to the FPUA Board of Directors a UAC **Annual Work Plan** that lays out the major activities and priorities that the UAC will carry out in the following year. Include a calendar that lays out the primary activities that the UAC will conduct in the following six months.
2. Draft and present to the FPUA Board of Directors a **Mid-Year Progress Report** that lays out the UAC's work and recommendations from the previous six months and its plan of work for the following six months.
3. Continue the practice of official onboarding meetings for new UAC members where members are oriented to the UAC, Sunshine Law practices, and staff who are dedicated to supporting this committee.

4. Participate in at least two training sessions to review Sunshine Laws that pertain to the Utility Advisory Committee Members such as conflict of interest, social media best practices, and more.



Appendix A: End of Year Report

Introduction

This End of Year report is prepared by the Fort Pierce Utilities Authority (FPUA) Utility Advisory Committee (UAC) members to provide an update on work completed and plans moving forward. Specifically, this report memorializes the UAC’s work and progress between October 2023 and September 2024, and states the UAC’s plans for the following six months, between October 2024 and March 2025. All work conducted and planned is in accordance with the UAC Annual Work Plan that was adopted in January 2024.

Previous Six Months Activities and Education

The following section highlights the activities and education that the UAC has completed between October 2023 and September 2024 according to activities that are set out in their Annual Work Plan which was adopted in January 2024 and Bi-Annual Work Plan which was adopted in April 2024.

UAC Work Plan Activity 1.1.1 – UAC members will stay informed and engaged on critical utility topics by establishing a set calendar of presentations and discussions, attending monthly UAC meetings to learn and engage, and providing feedback to staff for next steps.

This work plan activity is 100% complete. UAC members prepared a six-month calendar of presentations and discussions as part of the work plan that was adopted in January 2024 and another that was adopted in April 2024 in connection with the Bi-Annual Report.

The following table shows the presentations provided and number of UAC members in attendance for each meeting:

Date of Meeting	FPUA Major Topic Presented and Discussed	UAC Attendance
October 4, 2023	Annual Work Plan Workshop Part 2	6
November 4, 2023	Annual Work Plan Workshop Part 3	7
December 6, 2023	Annual Work Plan Finalized and Adopted	7
January 3, 2024	FPUA Septic to Sewer Program	6
February 7, 2024	FPUA WEOP Program	6
March 6, 2024	Bi-Annual Report and Sunshine Law Training	7

April 3, 2024	FPUAnet Communications	8
May 1, 2024	Combined Utility Bill by Customer Service	9
June 5, 2024	Sunshine Law Training/Develop Mission Statement	3
July 10, 2024	WRF Relocation/Finalize Mission Statement	8
August 7, 2024	Work Plan Development	8
September 4, 2024	First Annual Youth Career Event	9

UAC Work Plan Activity 1.1.2 – The UAC will facilitate at least two opportunities for community partners to host FPUA outreach activities, such as invitations to speak at HOAs, table at special events, or otherwise participate in other partner meetings or youth outreach events

This work plan activity is 100% complete.

UAC Member Mr. Steve DiPalma facilitated an FPUA community presentation at High Point Community where he is the President of a section of the community. The meeting was held on February 12, 2024 with two FPUA presenters including the Director of Public Affairs & Sustainability Rachel Tennant and Manager of FPUAnet Communications Jason Mittler. There were 21 High Point community members in attendance.



UAC Vice Chair Mr. Bernard McBee facilitated FPUA’s participation in a community job fair hosted by BetterTogether and the local United Methodist Church. The job fair was held on March 13, 2024 and FPUA was represented by two members of the FPUA Human Resources Department. 375 community members were in attendance with 14 employers present.



UAC Work Plan Activity 1.1.3 - Each UAC Member will attend at least one Community Outreach event where FPUA is presenting or on display for customer engagement.

This activity is 100% complete. UAC member Ms. Krissta King attended the MainStreet Fort Pierce Coffee with the Mayor alongside FPUA staff on Friday, February 16th during which the Director of Public Affairs & Sustainability Rachel Tennant introduced Ms. King as a UAC member and provided a brief overview of the UAC to attendees. There were approximately 100 community members in attendance. Ms. King also attended NatureFest alongside FPUA and FPUA’s Manatee Center, held on Saturday, February 24th.



In addition, Mr. Steve DiPalma attended the FPUA community presentation that he facilitated for High Point Community where he is the President of a section of the community. The meeting was held on February 12, 2024 with two FPUA presenters including the Director of Public Affairs & Sustainability Rachel Tennant and Manager of FPUAnet Communications Jason Mittler. There were 21 High Point community members in attendance.

Also, on March 19th, Mr. Jesse Walker and Ms. Krissta King both attended the special FPUA Board Meeting hosted at the Energy Services Center. This meeting included not only a standard agenda, but also the FPUA Budget Workshop.

In August 2024, Mr. Ivel Sierra and Ms. Pearl Davis attended the Pack the House volunteer event alongside FPUA staff.

In September 2024, all members attended the First Annual Youth Career Event which was hosted by the UAC and brought over 100 members of the public to learn about FPUA jobs and career paths.

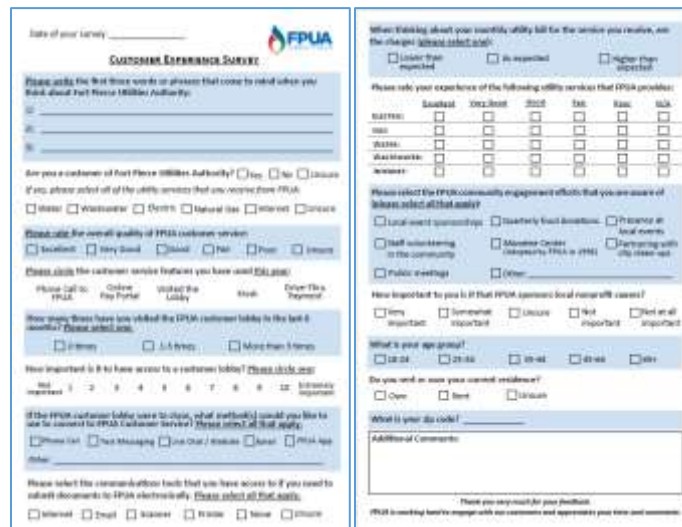
UAC Work Plan Activity 1.1.4 - Collaboratively develop a Customer FAQs document with FPUA staff based on questions that UAC members are frequently asked about FPUA.

This activity was not completed during the FY2024 year, and has been replaced with a different activity for the FY2025 year. Instead, in FY2025, the team will develop a webpage for the FPUA.com website that will introduce the UAC members to the public and explain what the UAC is about.

UAC Work Plan Activity 1.3.1 – UAC members will distribute the FPUA customer experience survey either via paper surveys and/or with a survey info card that drives customers to a webpage where they can complete the survey online (when it becomes available).

This activity is complete. UAC members were each provided with 10 surveys on February 27, 2024 which they will share with community members and bring back, completed, during a subsequent UAC member meeting.

The surveys are shown below:



UAC Work Plan Activity 2.2.1 - Continue providing letters of support for grant proposals to fund the WRF relocation.

This activity is complete. The UAC provided FPUA’s grants team with updated letters of support in June 2024, in time for grant submissions that were due in July.

UAC Work Plan Activity 2.2.2 – Inform customers about construction and funding progress when the opportunities arise.

This activity is complete. The UAC heavily marketed the July 2024 UAC Meeting which was an update about the WRF Relocation project. At least 30 members of the public were in attendance. The marketing was designed to encourage the public to attend this meeting to learn all about construction and funding progress. It was shared online, as print flyers, and on the FPUA monthly email.








**FPUA'S CITIZEN-LED
UTILITY ADVISORY COMMITTEE
PRESENTS:**

**“UPDATES: RELOCATING FPUA’S SEWER
TREATMENT PLANT”**

**Featuring our
presenters:**

- **Bo Hutchinson**, Director of Water and Wastewater Systems
- **Mike Martin**, Operations Supervisor of Water Reclamation
- **Lugey Dawson**, Supervising Engineer of Water/Wastewater

**Please join us for
this public meeting**

-  4:00 pm
-  Wednesday, July 10, 2024
-  Energy Services Center
1701 S 37th St, Fort
Pierce, FL 34947

Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

UAC Work Plan Activity 3.4.1 - Dedicate at least one UAC meeting to the topic of FPUA apprenticeship and internship programs and career opportunities and directly invite teachers, school board members, and guidance counselors to attend.

This activity is 100% complete. The UAC hosted the First Annual Youth Career Event at FPUA, which brought 104 attendees from the public including dignitaries such as Mayor Hudson, Commissioner Curtis Johnson, and more. The Boys & Girls Club of St. Lucie County brought over 35 youth in four vans to attend this event, and the WPBF News Channel filmed Ms. Pearl Davis and Rachel Tennant on Live Network News to talk about the upcoming event.



UAC Work Plan Activity 5.1.1 – Prepare and release a UAC Annual Work Plan every year that lays out the major activities and priorities that the UAC will carry out in the following year.

This activity is 100% complete. The UAC members dedicated September through December 2024 to the task of developing their first ever Annual Work Plan and tracking documents. The Work Plan was adopted by the UAC on December 6, 2023 and presented to the FPUA Board of Directors on January 16, 2024.

UAC Work Plan Activity 5.1.2 – Set and draft a UAC calendar every six months that lays out the primary activities, reviews, and presentations that the UAC will engage in for the following six months (see Work Plan Appendix B for template).

This activity is 100% complete. The UAC members adopted their first six-month UAC calendar on December 6th, 2023 when they adopted the Annual Work Plan. The second six-month UAC calendar was developed at the March 2024 UAC meeting.

UAC Work Plan Activity 5.1.3 – Draft and present to the FPUA Board of Directors a bi-annual Progress Report that lays out the UAC's work and recommendations from the previous six months and its plan of work for the following six months (see Work Plan Appendix A for template).

This activity is 100% complete. The first bi-annual report was approved at the March 2024 UAC meeting and presented to the FPUA Board of Directors at the FPUA Board Meeting on April 8, 2024.

UAC Work Plan Activity 5.1.6 – Collaboratively develop a mission statement for the Utility Advisory Committee.

This activity is 100% complete. The UAC dedicated a portion of the June 2024 and July 2024 meetings to collaboratively develop a mission statement for the UAC. The following statements were developed:

Mission: *To make a difference and build trust in our community by fostering transparency through developing relationships and facilitating dialogue about utility services to be integrated into the decision-making process of the Fort Pierce Utilities Authority.*

About Us: *The FPUA UAC is a volunteer, community-based advisory group fostering open dialogue, business concerns and community engagement between FPUA customers and*



leadership of Fort Pierce’s locally-owned municipal utility provider. The UAC typically advises on topics ranging from rates, infrastructure improvement, customer service, and other ways FPUA can better engage the Fort Pierce community.

UAC Work Plan Activity 5.1.7 – Participate in at least two training sessions to review Sunshine Laws that pertain to the Utility Advisory Committee Members such as conflict of interest, social media best practices, and more.

This activity is 100% complete. The FPUA General Counsel, Caroline Valentin, led a training session pertaining to Sunshine Law during the March 2024 UAC meeting. Seven UAC members were in attendance for this presentation. She led a second training session pertaining to the Sunshine Law during the June 2024 meeting. Six UAC members were in attendance for the second presentation.



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.



City Commission Day Meeting

8. b.

Meeting Date: 01/13/2025

Re:

SUBJECT:

Kings Landing Update

Attachments

Kings Landing Update Dec 2024

Letter to City

Form Review

Form Started By: Linda Cox
Final Approval Date: 11/26/2024

Started On: 11/26/2024 11:58 AM

From: [Sara Hedges](#)
To: [Linda Hudson](#); [Curtis Johnson](#); [Arnold Gaines](#); [Michael Broderick](#); [James Taylor](#)
Cc: [Linda Cox](#)
Subject: FW: King's Landing December 2024 Progress Update
Date: Monday, December 30, 2024 5:07:34 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Fw Personnel Announcement - Bill Ware.pdf](#)

Good Evening –

Please see the below status update and attachment.

Thank you.

Sara

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](#)



From: Francisco, Lainey W. <lfrancisco@jonesfoster.com>
Sent: Monday, December 30, 2024 5:03 PM
To: Sara Hedges <shedges@cityoffortpierce.com>
Cc: Hawkins, Scott G. <SHawkins@jonesfoster.com>; Macfarlane, Mary T. <MMacfarlane@jonesfoster.com>
Subject: King's Landing December 2024 Progress Update

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.

Good afternoon, Sara,

Pursuant to Paragraph 5 of the Second Amendment to the Amended and Restated Agreement for Development of King's Landing ("Agreement"), I am reaching out to provide you with our December 2024 Written Progress Update. This month, Audubon Development ("Audubon") and Harbert Realty Services ("HRS") have continued to focus their efforts towards (1) site plan modifications; (2) collaboration with Mainsail

Lodging and Development (MLD) and Marriott on the Hotel portion of the project; and (3) execution of a joint venture agreement.

Site Plan Modifications

In collaboration with MLD and Marriott, the parties continue to work with the City on proposed site plan modifications. The goals of these modifications are (1) to enhance the overall quality of the project, (2) to elevate the user experience for residents and hotel guests, and (3) to improve the project's integration into the City's existing infrastructure and character. David Baggett with EDC was also included in the parties' efforts to refine the scope of their proposal to amend the currently approved site plan.

Mainsail/Marriott Terms Sheet and Franchise Application

In addition to consulting with MLD and Marriott regarding site plan modifications, the parties continue to collaborate with MLD to complete the Marriott Franchise Application. As you know, a Terms Sheet between Marriott and MLD has already been agreed to and fully executed. We have received confirmation from MLD that the Marriott Franchise Application will be submitted on or before January 20, 2025 – **nine days ahead of the Project Schedule.**

Pursuant to Paragraph 6 of the Agreement, Audubon will provide notice to the City when this Franchise Application is completed and submitted to Marriott.

Joint Venture Agreement and Live Oak Contracting, Inc. (LOC)

Bill Ware has amicably resigned from HRS and has joined Live Oak Contracting, Inc. (LOC) as its Development Manager. Please see the attached announcement. LOC is a recognized and established leader in multifamily construction based in Jacksonville, FL. LOC's Owner and President, Paul Bertozzi, is supportive of Mr. Ware's continued involvement with the project in his new role.

LOC's parent company, Live Oak Holdings Group (LOHG), intends to join the project as a co-general partner providing project equity, debt guaranty, and Mr. Ware's continued services. LOHG's potential project involvement was presented to and accepted by both Audubon and MLD, and thus all project efforts continue seamlessly as currently prescribed. The parties understandably need to re-examine the previously approved Joint Venture Salient Terms Agreement to account for the potential inclusion of LOHG.

We anticipate presenting the revised terms of the proposed joint venture agreement for discussion and approval pursuant to Paragraph 12 of the Amended and Restated Agreement for Development of King's Landing at the January 13, 2025, Quarterly Progress Update Presentation.

Extension Request

As discussed with the Commission during our last quarterly presentation, additional time is required to amend the site plan pursuant to Marriott's specifications. The above-referenced revised partnership agreement will also require a brief extension. We respectfully request that the City consider granting the parties a thirty (30) day extension of the date prescribed in Paragraph 10 (Joint Venture Partnership) of the Second Amendment to the Amended and Restated Agreement for Development of King's Landing. This would move the deadline for joint venture finalization from February 6, 2025, to March 8, 2025. The parties additionally request that the dates within Paragraph 3 of the Agreement and all line items from number 5 through 16 and 20 through 33 in the previously approved Exhibit A Project Schedule be extended by a period of sixty (60) days.

We would like to present our request for discussion and approval during our January 13, 2025, Quarterly Progress Update Presentation.

If you are agreeable to adding the Joint Venture and Extension requests to the January 13th, 2025 agenda, our office will draft a Third Amendment reflecting these changes for your review. We are grateful for the City's continued collaboration on this project.

Please let me know if you have any questions or concerns.

Kind Regards,

Lainey



Lainey W. Francisco

Attorney

JONES FOSTER

D 561 650 0492 O 561 659 3000

lfrancisco@jonesfoster.com



505 South Flagler Drive, Suite 1100, West Palm Beach, FL 33401

jonesfoster.com

Incoming emails are filtered which may delay receipt. This email is to the named recipient(s) and may be privileged and confidential. If you are not the intended recipient, any review, dissemination, or copying of this email is prohibited. Please immediately notify us by email and delete the message.

The Corporate Transparency Act ("CTA") mandates that most legal entities (e.g., corporations, limited partnerships, LLCs) file a Beneficial Ownership Information ("BOI") report with the Financial Crimes Enforcement Network (FinCEN). Unless excepted, failing to timely file or

providing false information may lead to criminal and/or civil penalties, including fines of nearly \$600 per day and up to two years imprisonment. On December 3, 2024, a federal district court in Texas issued a nationwide preliminary injunction halting the enforcement of the CTA and BOI reporting requirements. Subsequently, the U.S. Court of Appeals for the Fifth Circuit lifted, and then reinstated, the injunction. Jones Foster P.A. is prepared to assist clients with CTA reporting and will continue to monitor the status of its enforceability. For guidance, please contact your Jones Foster P.A. attorney or email JFCTA@jonesfoster.com

From: [Bill Ware](#)
To: [Hawkins, Scott G.](#); [Francisco, Lainey W.](#); [Dale Matteson](#)
Subject: Fw: Personnel Announcement - Bill Ware
Date: Monday, December 30, 2024 4:43:41 PM
Attachments: [image001.png](#)

External Sender - From: (Bill Ware <bware@liveoakcontracting.com>)

This message came from outside your organization.

[Learn More](#)

As requested.

From: Ware, Bill <BWare@harbert.net>
Sent: Thursday, December 26, 2024 9:03 AM
To: Bill Ware <bware@liveoakcontracting.com>
Subject: FW: Personnel Announcement - Bill Ware

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Bill Ware | Development Vice President

Harbert Realty Services

2 North 20th Street, Suite 1700 | Birmingham, AL 35203

P: 205.458.8129 | C: 813.340.9294

www.harbertrealty.com

From: Williams, David <dwilliams@harbert.net>
Sent: Tuesday, November 26, 2024 12:08 PM
To: [_All_HRS_Employees <_All_HRS_Employees@harbert.net>](#)
Cc: Ware, Bill <BWare@harbert.net>; Pritchett, Travis <TPritchett@harbert.net>
Subject: Personnel Announcement - Bill Ware

All:

It is with mixed emotions that I announce the departure of Bill Ware from Harbert Realty Services. After 11-years of dedicated service, Bill has accepted a position with Live Oak – a Jacksonville construction firm that served as general contractor for our Hendricks at San Marco multi-family project. Throughout his time with HRS,

Bill has demonstrated professionalism, integrity, and a keen and unique determination to uncover development opportunities for HRS. Bill has been the inspiration and the driving force behind HRS's development business and projects in south Alabama and Florida for the past decade. I met Bill in 2011, when he introduced us to our first Publix shopping center development - in Enterprise, Alabama where the firm had a successful partnership with Bill for the development, construction, and eventual sale of the asset. We then asked Bill to join us as an employee of HRS and he became invaluable asset to our team, contributing his expertise, guidance, and unyielding optimism to Harbert Realty Services.

We will all miss Bill Ware, but he leaves behind a trail of hard work, dedication, and perseverance that I admire and respect. Please join me in expressing our gratitude to Bill for his 11+ years of service to HRS and in wishing him all the best in his new endeavor.

DRW



David R. Williams | President and CEO

Harbert Realty Services

2 North 20th Street, Suite 1700 | Birmingham, AL 35203

P: 205.323.2020 | D: 205.458.8121

www.harbertrealty.com

January 9, 2025

VIA EMAIL

City of Fort Pierce
100 North U S Highway 1
Fort Pierce, Florida 34950

Re: January 13, 2025 Quarterly Progress Update Summary and Supporting Materials

Dear Mayor Hudson and Commissioners Broderick, Johnson, Gaines, and Taylor:

As you know, Jones Foster, P.A. represents Audubon Development, Inc. ("Audubon"). I am writing to you in advance of the January 13, 2025, Quarterly Progress Update Presentation to provide an update on the King's Landing Project ("Project") presentation and our presentation's supporting materials. This update will cover the following topics: (1) Audubon's proposal to include Live Oak Holdings Group ("LOHG") as lead developer of the Project; (2) Mainsail Lodging and Development ("MLD") and Marriott's continued commitment to bringing a premier hotel to the Project; and (3) site plan modifications.

Audubon's Proposal to Include Live Oak Holdings Group ("LOHG")
as Lead Developer of the Project

As noted in our January 2025 Written Progress Update, Mr. Bill Ware has amicably resigned from Harbert Realty Services ("HRS") and has joined Live Oak Contracting, Inc. ("LOC") as its Development Manager. LOC is a full-service general contracting firm that specializes in multifamily and commercial construction including design-assist build and development of multifamily market-rate projects, low-income housing tax credit projects, senior living communities, general commercial projects, rehabs, and renovations. The LOC team has an extensive portfolio, including over 50 years of construction experience spanning ten states.

LOC's Owner and President, Paul Bertozzi, is supportive of Mr. Ware's continued involvement with the project in his new role. LOC's parent company, Live Oak Holdings Group (LOHG), previously intended to join the project as a co-general partner providing project equity, debt guaranty, and Mr. Ware's continued services. On January 8, 2025, Audubon was notified that HRS and LOHG concluded that transitioning leadership from HRS to LOHG would be in the best interest of the Project, ensuring its continued success and effective management by Mr. Ware. As more fully discussed below, Audubon and MLD are in support of this transition, and all project efforts continue seamlessly as currently prescribed.

In light of these changes, we intend to present the City with the revised terms of a proposed joint venture agreement between LOHG and Audubon for discussion and approval pursuant to Paragraph 12 of the Amended and Restated Agreement for Development of King's Landing at the January 13, 2025, Quarterly Progress Update Presentation. I have attached the (1) Audubon/LOHG Memorandum of Understanding

E S T .
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505 S. Flagler Drive
Suite 1100
West Palm Beach
Florida 33401

January 9, 2025

Page 2

("Audubon MOU") (Attachment 1) and (2) the LOHG/EDC Agreement for Professional Services (Attachment 4) for your review. Mr. Ware will also be present at the meeting and available to answer any questions you might have on this topic.

Mainsail Lodging and Development ("MLD") and Marriott's

Continued Commitment to the Project

Both MLD and Marriott remain committed to bringing a Tribute Portfolio hotel to the Project. The parties support LOHG's transition to lead developer. MLD and LOHG have executed an updated memorandum of understanding to this effect ("Hotel MOU"). For your review, I have attached (1) the Hotel MOU (Attachment 2) and (2) correspondence from MLD regarding the Marriott Franchise Application (Attachment 3).

As stated in our January 2025 Written Progress Update, a Terms Sheet between Marriott and MLD has already been agreed to and fully executed. The parties continue to collaborate with MLD to complete the Marriott Franchise Application. On January 9, 2025, MLD reaffirmed that the Marriott Franchise Application will be submitted on or before January 20, 2025 – **nine days ahead of the Project Schedule**. (See Attachment 3.)

Site Plan Modifications

In collaboration with MLD and Marriott, the parties continue to work with the City on proposed site plan modifications, which predominantly relate to parking and overall site connectivity. The goals of these modifications are (1) to enhance the overall quality of the project, (2) to elevate the user experience for residents and hotel guests, and (3) to improve the project's integration into the City's existing infrastructure and character.

Mr. Ware has been in consistent communication with the City regarding these changes. At least, two global meetings on these changes have occurred, involving all department heads and staff.

The parties are grateful for the City's continued collaboration on the Project.

Sincerely,

JONES FOSTER P.A.

/s/ Lainey W. Francisco

Lainey W. Francisco

Attorney

Enclosure

JOINT VENTURE SALIENT TERMS

TO: Dale Matteson – Audubon Development

FROM: Live Oak Holdings Group

SUBJECT: King’s Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: January 6, 2025

This agreement (“Agreement”) is a summary of salient business terms of a company structure that Live Oak Holdings Group (“LOHG”) proposes to develop a mixed-use project known as King’s Landing in Ft. Pierce, Florida (‘Project’) with Audubon Development (AD). This Agreement will serve as a guide to facilitate associated operative agreements for a Joint Venture structure, including exclusive development rights, due diligence period, and approval period.

1. Joint Venture: To be formed single-asset Delaware limited liability company (“JV”) for the development of the project.
2. Purpose: JV will develop and own a Class A, mixed-use project to be known as King’s Landing (the “Project”) as an investment property. The JV will finance, develop, construct, market, sell/lease residential and commercial spaces and manage the Project.
3. Property: AD owns an approximate 6.8811 acre property located on North 2nd Street in Ft. Pierce, Florida (“Property”) and AD shall contribute the property into the JV at a value of \$6,100,000 as per below:
 - \$4,600,000 allocated to the Project’s uses, excluding the Hotel
 - \$1,500,000 allocated to the Hotel
4. Project: King’s Landing, a Mixed-Use Development in Fort Pierce, FL
 - 106 Condominium Units
 - ±140-Room Tribute Portfolio by Marriott Hotel
 - ±50,000 SF of Retail and Restaurants
 - Land for Future Development
 - 170-Space Structured Parking and 129 Surface Parking Spaces
5. Members: AD and LOHG, or their respective affiliates shall be the Members of the JV. The Members’ ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The JV

will be a Delaware limited liability company with LOHG acting as the company's Managing Member of the JV.

6. Due Diligence:

LOHG has performed due diligence including studies and discovery on: the updated City approved project development schedule (being reviewed for modification), the City Florida Job Growth Infrastructure Grant and Amendment One thereto, the residential condominiums, hotel, retail, and restaurant markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, confirmation of zoning, density, preliminary design cost, and state, county and local incentives. LOHG acknowledge receipt of the survey, land appraisal, City approved initial site plan, (being reviewed for modification), the City Florida Job Growth Infrastructure Grant and Amendment One thereto, the Recorded Amended and Restated Agreement for Development of King's Landing, the First Amendment to Amended and Restated Agreement for Development of King's Landing, the Second Amendment to Amended and Restated Agreement for Development of King's Landing, the initial AD project budget and proforma, and initial Hotel incentive package memorialized in the letter dated August 22, 2022 from St. Lucie EDC to Mainsail, and subject to final approval of an amended project site plan and schedule, are satisfied.

LOHG shall immediately sign the Proposal from EDC dated December 13, 2024 engaging them for immediate commencement of the proposed site plan modifications.

7. Exclusive:

LOHG has the exclusive right to execute the JV with AD for the development of the Property and AD will not show or discuss the property to other prospects, developers or potential purchasers or partners. LOHG will immediately proceed to submit and receive any and all required site plan and schedule modifications from the City.

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure:

All amounts are approximate. Total development cost per AD is estimated to be approximately as follows:

Condos, Retail & Restaurants, and Parking:

• Land Acquisition Costs:	\$6,100,000
• Hard Construction Costs:	93,540,000
• Soft Costs:	15,313,600
• TI and FF&E:	1,100,000
• Financing Costs:	2,000,000

- Interest Reserve: 9,225,000
Total, excluding the Hotel: \$127,278,600

Hotel: \$55,000,000

10. Debt/Equity/Structure:

Condominiums, Retail/Office/Restaurant and Parking Assumptions:

\$127,000,000 Estimated Budget
\$ 82,550,000 Leveraged Debt – 65%
\$ 44,450,000 Cash, Land – 35%

LOHG will be the general partner (GP) in the above uses, which excludes the Hotel. LOHG serve as managing member and LOHG will have a GP interest of 100%, and AD will have an LP interest in the calculated percentage of its land contributions, respectively.

LOHG and its affiliates will invest up to \$4,450,000 of the GP equity in the form of cash; LOHG commits to raise an additional \$38,500,000 investor limited partners (LP) funds; AD will invest \$1,500,000 LP equity in the form of the land. If the construction loan proceeds differ, the GP and LP cash contributions will be modified accordingly. All cost overruns will be funded pro rata based on percentage of ownership. Credits from city incentives or development credits will adjust the GP and LP cash contributions accordingly.


Decision making within the GP will be 100% LOHG.

- Fees** - Fees will be memorialized in the JV agreement and are subject to Lender approval.
- Marketing & Sales** – 4% of the Residential Condominium sales.
- Development Fee** - 5% of total design, engineering and construction cost. This fee shall be allocated 100% to LOHG.
- Guaranty** – LOHG and affiliates will be loan guarantors and each be paid a Loan and Completion Guaranty Fee of 0.75% of applicable costs, to be defined in the JV agreement, at loan closing and an annual Debt Guarantee fee of .025% of the loan balance until guaranty is retired or not required.
- Construction Management Fee:** .5% of the total construction contracts for the project to be paid to LOHG, for services to be rendered.

- c. *Management Agreements:* The Company will enter into a property management agreement with Members and for the operation of the day-to-day activities of the Project.
- d. *Leasing Agreement:* The Company will enter into a leasing agreement with Members to market, and lease retail and restaurant tenants in the Project.
- e. *Sales Agreement:* The Company will enter into a marketing and sales agreement with Members to market and sell the Residential Condominiums.
- f. *Guaranty Agreement:* The company will enter into a guaranty agreement with LOHG and its affiliates to provide a guaranty on the construction loan.

This Agreement contains the salient business terms of the parties. Both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

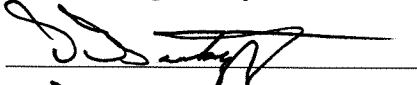
By: 

Name: DAIS MATTESON

Its: PRESIDENT/CEO

Date: 1-9-25

Live Oak Holdings Group:

By: 

Name: Paul Bertozzi

Its: President

Date: 1.6.2025

MEMORANDUM OF UNDERSTANDING

TO: Bill Ware – Live Oak Contracting

FROM: Joe Collier - Mainsail Lodging and Development

SUBJECT: King’s Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: January 8, 2025

This Memorandum of Understanding (“MOU”) is an initial summary of a company structure that Live Oak Estates (“LOE”) with Mainsail Lodging & Development (“Mainsail”) proposes to develop a hotel in Ft. Pierce, Florida (“Project”). This MOU will serve as a guide to facilitate associated operative agreements for a Joint Venture structure and an exclusive due diligence period.

1. **Joint Venture:** To be formed, a single-asset limited liability company (“JV”) for the project hotel.
2. **Purpose:** JV will acquire land, develop, and own an upscale full-service hotel (the “Project”) as an investment property. The JV will develop, finance, construct and operate the Project.
3. **Property:** LOE controls an approximate 7.38-acres property located on North 2nd Street in Ft. Pierce, Florida (“Property”) and Audubon Development (A.D.) shall contribute the property for the hotel into the JV at a value of \$1,500,000 as a limited partnership contribution. This will be the imputed equity that is in the limited partnership.
4. **The Project and Surrounding Development:** King’s Landing, a Mixed-Use Development in Fort Pierce, FL
 - 106 Condominium Units
 - ±140-Room Tribute Portfolio by Marriott Hotel
 - ±50,000 SF of Retail and Restaurants
 - Excess land that could be sold or developed
 - 170-Space Structured Parking and 129 Surface Parking Spaces
5. **Members:** LOE, and Mainsail, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The JV will be a limited liability company with LOE and Mainsail as the company’s Co-Managing Members of the JV.
6. **Due Diligence:** Prior to the formation of the JV, LOE and Mainsail shall have 60-days to perform due diligence including studies and discovery on:



the hotel, markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, zoning, density, preliminary design cost and state, county, and local incentives. The results of these studies will be presented to HRS to determine the need for additional or modified terms of the JV structure not outlined in the MOU. LOE and Mainsail acknowledge receipt of the survey, land appraisal, approved initial site plan (to be modified), and initial Hotel incentive package memorialized in the letter dated August 22, 2022, from St. Lucie EDC to Mainsail.

7. Exclusive/ No-Shop:

During the Due Diligence period, LOE and Mainsail will have the exclusive right to JV with each other for the development of the Property.

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure

All amounts are approximate. Total development cost estimated to be approximately as follows:

Hotel: \$55,000,000

Hotel

Mainsail (80%), LOE (20%) will be Co-GPs in the Hotel.

Kings Landing Capital Stack - Hotel				
GP Equity		%	Equity \$	Contribution
LOE		20%	\$385,000	Cash
Mainsail		80%	\$1,540,000	Cash
	Total GP	100%	\$1,925,000	
LP Equity		%	Equity \$	Contribution
A.D.			\$1,500,000	Land
Limited Partners			\$15,825,000	Raise
	Total LP		\$15,825,000	
Total Equity		35%	\$19,250,000	
Debt		65%	\$35,750,000	
Total Project	100%		\$55,000,000	



Assumptions:

\$55,000,000 Estimated Budget
\$35,750,000 Leveraged Debt – 65%
\$19,250,000 Cash, Land – 35%

Mainsail and LOE will invest up to \$2,000,000 in the form of cash. Mainsail will raise (LP) equity in the amount of \$15,750,000. If the construction loan proceeds and/or incentives/development credits are received, the GP and LP cash contributions will be adjusted accordingly. All cost overruns will be funded pro rata.

Decision making within the GP will be 80% Mainsail, 20% LOE.

- a. **Development Fee** - 4% of design, engineering, and construction costs. This fee shall be paid to 20% to LOE and 80% to Mainsail.
- b. **Opening and Technical Fees** - Mainsail to receive \$150,000, plus reimbursable expenses that are pre-approved by the Parties. Fee to be paid \$10,000 at execution of the Hotel Management Agreement and \$7,000 for the following twenty (20) months.
- c. **FF& E/OS&E Sourcing** -to be a cost of the work and performed by a third-party entity.
- d. **Hotel Management Fees** - Mainsail to receive a base management fee equal to 4.0% of annual gross revenues. Incentive management fee to be negotiated during final terms of the agreement.

11. **Promote:** The Hotel component of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR then GP distributions increase to 30% thereafter in agreed stack with limited partner.
12. **Management Responsibilities:** Members to prepare responsibilities matrix.
13. **Transfer Provision:** No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.
14. **Admission of Additional Members:** No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.
15. **Buy/Sell Provisions:**
16. **Confidentiality:** The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.



Prior to the finalization of the JV, LOE and Mainsail agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information”). LOE and Mainsail agree: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property’s suitability for LOE’s and Mainsail’s formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

17. Operative
Agreements:

- a. *Operating Agreement:* The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.
- b. *Development Agreements:* JV will enter into Development Agreements with Members.
- c. *Management Agreements:* The Company will enter into property management and hotel agreements with Members and for the operation of the day-to-day activities of the Project.
- d. *Guaranty Agreement:* The company will enter into a guaranty agreement with LOE and Mainsail Lodging and Development to provide a guaranty on the construction loans.

This MOU contains the general understanding of the parties and is not a legally binding agreement. All legally binding obligations between the parties shall arise only upon the execution of Operating and Development Agreements except for Sections 5, 6 and 7 of the MOU, which shall be binding on both parties. Notwithstanding, both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Mainsail Lodging & Development:

By:

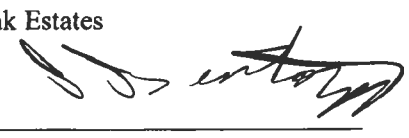
Name:


Joe C. Collie

Live Oak Estates

By:

Name:


Paul Bertozzi


Its:

Date:

Name:

Its:

Date:


1-8-25

President

Its:

Date:

09 January 2025

From: Joe Collier <jcollier@mainsailhotels.com>
Sent: Thursday, January 9, 2025 2:05 PM
To: Bill Ware <bware@liveoakcontracting.com>
Cc: Juli Corlew <jcorlew@mainsailhotels.com>
Subject: Marriott App

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Bill,
I wanted to confirm that we are completing the Marriott franchise app for the Fort Pierce, Kings Landing project and will have that ready for submittal prior to 1/20/25.
I hope you are doing well.

Joe

JOE COLLIER
President & Founder
tO | 813.243.2602
M | 813.294.1667
MANSAILHOTELS.COM



Disclaimer

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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).



December 13, 2024

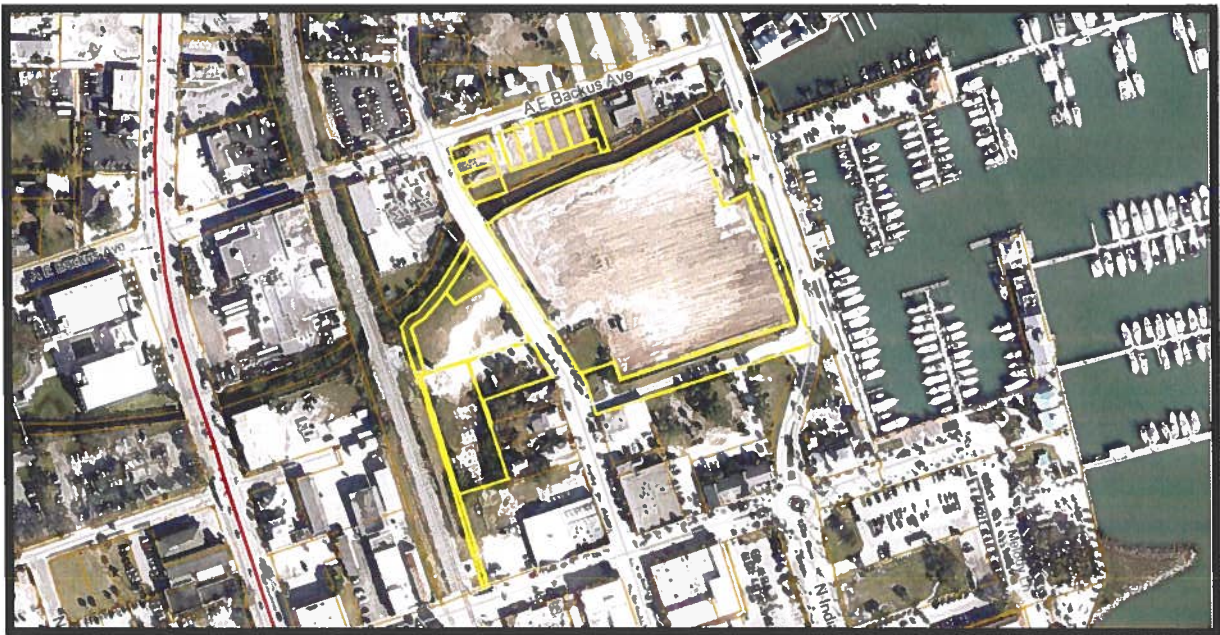
~~XXXXXXXXXXXX~~ Live Oak Estates Group via e-mail: bware@harbertrealty.com
Attn: Bill Ware, Development VP
~~XXXXXXXXXXXX~~ 100 N Laura St Ste 900
~~XXXXXXXXXXXX~~ Jacksonville, FL 32202

Subject: Proposal for Professional Services Associated with King's Landing Main Site Phase I and Hotel Located in the City of Fort Pierce, Florida.

Dear Mr. Ware,

We appreciate the opportunity to submit the following proposal for professional services regarding the properties as outlined in the aerial below known as "Kings Landing":

Site Aerial



The subject properties have a Future Land Use Designation of Central Business District (CBD) and are located in the Planned Development (PD) Zoning district. We understand that you wish to obtain approval of a new layout on the Kings Landing Main Site (excludes Villas and property west of 2nd Street) for the proposed hotel, parking garage, restaurant/retail buildings, and realignment of the street connection to 2nd Street as was previously approved on July 21, 2023. This would require a site plan amendment from the City of Fort Pierce.



The following Scope of Services includes typical land development tasks for the outlined services. In addition, this scope covers the coordination and management of sub-consultants. This scope includes only those tasks described. Most of the requirements for the land development applications can be provided by our firm. You will need the services of an architect(s) to work collaboratively with our firm for the Design Review by local government. It is assumed that involvement by the hotel design team will support development of the plans associated with this scope of services. This scope includes only the Phase I core infrastructure, roadways, parking garage (if included with Phase I by CLIENT) and hotel site in the construction plan and permit portion of the project. Subsequent phases of Kings Landing are not included.

If you agree with the proposed tasks please sign and return to our office as authorization to proceed. Thank you for the opportunity to serve as your civil engineering consultants.

Respectfully,

ENGINEERING DESIGN & CONSTRUCTION, INC.

David C. Baggett, P.E.
Regional Manager - Engineering

Z:\EDC-2024\NEW PROJECT - Harbert - Kings Landing Main Site\ENGINEERING\Administration\Contracts\2024-12-XX_B_Ware_Harbert_Realty_Services_Kings_Landing_SP_CP_Proposal.docx



SCOPE OF PROFESSIONAL SERVICES

For

KINGS LANDING – FORT PIERCE, FL

SITE PLAN AMENDMENT APPROVAL

1. **TEAM / AGENCY MEETINGS:** CONSULTANT will attend periodic development meetings with the CLIENT, Team, and Governmental entities to discuss the schedule and progress of the work. This also includes preliminary meetings with various agencies if required. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies. This section includes one (1) intake meeting, two (2) Technical Review Committee meetings, one (1) Planning & Zoning (P&Z) Board meeting, and one (1) City Commission meeting.

Time & Expense: \$ 4,500.00

2. **CITY OF FORT PIERCE DEVELOPMENT REVIEW APPLICATION:** CONSULTANT will prepare a revised final site plan based on concept plan approved by the CLIENT. Preparation of development review application and supporting documents. CONSULTANT will prepare preliminary engineering plans for submittal to the City of Fort Pierce for site plan approval. The plan will be reviewed by the CLIENT and revisions will be incorporated to act as the basis for the final engineering plans. The plans will address, major drainage features, utility connection points, utility extensions, grading concepts, and drainage elements. The plan will also include basic civil design requirements such as paving cross sections, sidewalk design, and roof drainage concepts. These plans will be submitted to the City of Fort Pierce for approval as part of the development review application. The CONSULTANT will prepare responses and revisions and required supporting data and documents to address review comments from the City of Fort Pierce Technical Review Committee. Preparation will include compilation of responses and revised materials from professionals such as, but not limited to, surveys, traffic analysis, drainage analysis, etc. as needed. Preparation of support materials for meetings with development team, review staff, and government officials to discuss non-compliance issues. Preparation of packets required for re-submittal. Coordination of responses and revisions for the required supporting data and documents to address review comments for the re-submittal including materials from professionals who will provide materials such as, but not limited surveys, traffic analysis, drainage analysis, etc. as needed. The CONSULTANT will prepare for and attend Technical Review Committee (TRC), Planning Board, and Board of Commissioners as required by the City of Fort Pierce.



Lump Sum: \$ 20,500.00

3. **CITY OF FORT PIERCE DESIGN REVIEW APPLICATION:** CONSULTANT will prepare the application package for signature by the property owner and will coordinate with the CLIENT's architect to obtain the necessary color renderings, floor plans, exterior elevations and required narrative that describes the intent of the project.

Lump Sum: \$ 2,950.00

4. **LANDSCAPE & IRRIGATION PLANS:** CONSULTANT will prepare revised code compliant Landscape Plans for submission to the City of Fort Pierce for their review process. The plan shall include all plant locations, type/varieties, sizes, spacing, plant specifications, details, charts, etc. required for their review process excluding tree mitigation. Based upon CLIENT'S review and approval (signature) of the Landscape Plan, it will be submitted to the governing agency for their review process. This task revisions to address one (1) round of written comments from the City of Fort Pierce. The irrigation drawings will correspond with the Landscape Plan and submitted to the City of Fort Pierce and will be submitted after the first review by staff to minimize revisions. Irrigation Plans include detailed zone and head layouts, component specifications, and written specifications on detail sheet. The water source will be a proposed well unless otherwise directed by the CLIENT. This includes one (1) round of response to comments.

Landscape Lump Sum: \$ 5,200.00

Irrigation Lump Sum: \$ 3,650.00

5. **BOUNDARY & TOPOGRAPHIC SURVEY (UPDATED):** CONSULTANT will prepare a Boundary/Topographic Survey based upon a prior survey prepared by the office under Project Number 19-361. The survey will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Minimum Technical Standards for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The Boundary Survey will include the review of the title policy or commitment if provided by the CLIENT. All easements, reservations, and rights-of-way provided within the commitment or provided by the CLIENT will be shown on said survey. The survey will be tied to the Florida State Plane Coordinate System NAD1983, 1990 adjustment. The cost of the survey will include finding and setting property corners & mapping the improvements. CONSULTANT will verify existing topography and supplement any changes from the prior survey.

Lump Sum: \$ 8,500.00



PHASE I CORE INFRASTRUCTURE AND HOTEL SITE – CONSTRUCTION PLANS & PERMITS

- 6. TEAM / AGENCY MEETINGS:** CONSULTANT will attend periodic development meetings with the CLIENT, Team, and Governmental entities to discuss the schedule and progress of the work. This also includes preliminary meetings with various agencies if required. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies.

Time & Expense: \$ 4,500.00

- 7. CONSTRUCTION PLANS:** Based on the CLIENT-approved final site layout, the CONSULTANT will design and prepare construction plans and "short-form" specifications (included with the construction plans) for the on-site paving, grading, drainage, utility and erosion control for the proposed project. The plans will meet the requirements of the CLIENT and relevant permitting agencies, and will include the following: cover sheet, horizontal control, paving, grading, drainage, signage pavement markings, and associated details, water and wastewater utility design and associated details, and short-form specifications. Substantially complete construction plans and will be submitted to the CLIENT and appropriate agencies and all comments will be incorporated into the final set of documents.

Lump Sum: \$ 84,000.00

- 8. FPUA UTILITY COORDINATION AND APPROVAL:** CONSULTANT will submit preliminary plans and calculations to FPUA for approval. The item includes the coordination of existing utility connection points. If required, this task includes the coordination of pressure tests at the existing fire hydrant for the proposed project. CONSULTANT will respond to any request for information from staff. CONSULTANT will then submit final plans and specifications to FPUA for water and wastewater approval. This includes one (1) round of response to comments. This task includes coordination with FPUA for off-site utilities on Avenue B and Indian River Drive.

Lump Sum: \$ 7,500.00

- 9. REVISED DRAINAGE APPROVAL AND PIPE SIZING CALCULATIONS:** CONSULTANT will revise previously prepared and approved drainage calculations and submit to the City of Fort Pierce Engineering Department for approval. The calculations will be prepared to meet the requirements of the State and Local guidelines. This task includes pipe sizing for the on-site drainage network. This includes one (1) round of response to comments.



Lump Sum: \$ 10,500.00

- 10. COST ESTIMATE (IF REQUIRED):** CONSULTANT will prepare an Engineer's Estimate of Probable Cost for the construction of the civil aspects of the project. The estimate will be prepared as one complete document for the CLIENT's budgeting purposes and provided in a spreadsheet format. This estimate is also used for submittal to the city of Fort Pierce as a basis for the construction permit.

Lump Sum: \$ 2,250.00

- 11. PREPARATION OF REVISED LIFT STATION CALCULATIONS:** CONSULTANT will perform the required lift station calculations for the proposed project. FPUA require analyses of the station's pumps and impellers along with assumptions on build-out. CONSULTANT will prepare one (1) round of revisions to calculations to address staff comments. The lift station calculations will be submitted along with the Construction/Detail Plan submittal and will be used to obtain the required agreements with the Utility Department. This includes one (1) round of response to comments.

Lump Sum: \$ 3,500.00

- 12. CITY OF FORT PIERCE CONSTRUCTION PLAN REPRESENTATION (DPCR SITE WORK):** CONSULTANT will prepare and submit a DPCR application with supplemental material associated with civil site work to the City of Fort Pierce Building Department for approval. This includes three (3) rounds of response to comments. CONSULTANT will prepare construction plan application and supporting documents for submittal to the City of Fort Pierce for site work approval through the building department. This includes coordination with sub-consultants and CLIENT for supplemental material required for submittal. These plans will be submitted to the City of Fort Pierce for approval as part of the construction plan approval.

Lump Sum: \$ 8,400.00

- 13. CITY OF FORT PIERCE SITE WORK BUILDING PERMIT (SITE WORK):** CONSULTANT will prepare and submit a site work building permit application with supplemental material associated with civil site work to the City of Fort Pierce Building Department for approval. This includes one (1) round of response to comments.

Lump Sum: \$ 3,200.00

- 14. SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) ERP (ONSITE):** CONSULTANT will prepare for the CLIENT's review and signature an Individual



Environmental Resource Permit application, calculations and exhibits for submittal to the SFWMD for authorization to obtain a surface water management system permit to serve the project. The task assumes no dewatering activity is required for construction. This includes two (2) rounds of response to comments.

Lump Sum: \$ 8,500.00

15. SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) DEWATERING PERMIT:

CONSULTANT will prepare for the CLIENT's review and signature a Standard Construction Consumptive Use & Dewatering Permit application, calculations and exhibits for submittal to the SFWMD for authorization to dewater for the proposed construction activity. This includes one (1) round of response to comments.

Lump Sum: \$4,200.00

16. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) SUPPORT:

CONSULTANT will develop on-site drainage erosion control and a required Storm Water Pollution Prevention Plan (SWPPP) for submittal to FDEP. This package will be provided to the contractor so he can submit to FDEP for the required NPDES permit. This includes one (1) round of response to comments.

Lump Sum: \$ 1,950.00

17. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) PERMITTING:

The CONSULTANT will prepare for the CLIENT's review and signature a FDEP Permit for Construction of a Sanitary System and a Distribution System Extension (water main extension) for the proposed project. Required calculations, plans, and documents will be submitted to FDEP for approval. This includes one (1) round of response to comments.

Lump Sum: \$ 4,500.00

18. SERVICES DURING CONSTRUCTION: As required by City of Fort Pierce, SFWMD and FDEP, CONSULTANT will perform periodic inspections of the construction activity for the purposes of observing the progress and quality of the work to verify that the work is in conformance with the construction drawings and specifications. This effort is directed toward providing the CLIENT a greater degree of confidence that the completed project will conform to the requirements contained in the approved drawings, specifications and regulatory agency permits, and will enable CONSULTANT to prepare record drawings and construction certifications of the completed work for submittal to the appropriate permitting agencies. This task also includes the review of contractor submitted shop drawings. No work beyond the estimated time frame will be performed without the CLIENT's prior



approval. CONSULTANT will review and prepare record drawings of the completed work based on certified information obtained by a licensed Professional Surveyor and Mapper that is to be provided by the Contractor. CONSULTANT will also prepare required document for Utility turnover and final certification.

Time & Expense: SEE HOURLY RATES, LAST PAGE

- 19. PROJECT CERTIFICATION:** CONSULTANT will certify to the City of Fort Pierce, SFWMD and FDEP with the required record drawing, density, and certifications. The intent is to put the project in its operation phase and satisfy the various requirements of the agencies. We will require the contractor provide an as-built drawing prepared by a licensed surveyor and density results provided by a licensed geotechnical engineer.

Lump Sum: \$ 4,950.00



SPECIAL PROVISIONS

For

KINGS LANDING – FORT PIERCE, FL

1. Not Included: The following bulleted items are not included in this proposal and must be provided by the CLIENT or agreed to under separate contract with the CONSULTANT.

- Application Fees.
- Color Renderings.
- Certified List of Property Owners.
- Geotechnical Reporting.
- Construction bidding services.
- Utility Sketch & Descriptions.
- Floor plans / elevations.
- Construction staking and surveying services (Typically contracted through contractor).
- Only task shown is being provided.

2. Invoices: Billing shall be invoiced on the percentage complete of the lump sum elements or for services actually accomplished for hourly rate elements. Fees for professional services rendered are due and payable upon receipt of invoice. In the event the CLIENT has an objection to any portion of said invoice, the CLIENT must notify the CONSULTANT in writing within ten (10) business days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within ten (10) business days it shall constitute approval of invoice by the CLIENT. All money owed to CONSULTANT for services rendered is due and payable within thirty (30) days of CLIENT being submitted an invoice, regardless of whether Contractor has been paid by property owner. Payments not received within thirty (30) days of invoice issue will be subject to a 1+½ % interest charge per month eighteen percent (18%) per annum compounding interest. Retainers are forfeited if project activity ceases for a period of 180 days.

3. Attorney's Fees and Costs / Dispute Resolution: CLIENT agrees to pay all reasonable attorney's fees and costs associated with CONSULTANT enforcing any provision of this Contract, including, but not limited to, payment for services rendered. Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Florida without regard to the laws of any other jurisdiction wherein any party resides or performs any duties hereunder or where any violation of this Agreement occurred. Any claim arising out of collection activities for monies due under this Agreement shall be brought exclusively in the circuit or county courts of St. Lucie County and the parties hereby submit to personal jurisdiction in the State of Florida and to venue in St. Lucie County.

4. Contract Limits: This proposal is valid for a period of 60 days from the date of the CONSULTANT's signature. A CLIENT signed response received after the 60-day time period will be considered void. The CONSULTANT will re-submit the proposal with any necessary revisions for consideration by the CLIENT before any work begins. Work begins when the CONSULTANT receives a complete, original, signed agreement and any required retainer. The captions contained in this Agreement are for informational purposes only and are of no legal effect. They shall not be used to interpret or construe the provisions of this Agreement.

5. Documents: All original work shall be the property of the CONSULTANT. All documents furnished by the CONSULTANT are instruments of this service. Reproducible copies will be given to the CLIENT, at his request, if the CLIENT has satisfied all of its obligations under this Agreement. Any use or reuse of the original, or altered computer files by the CLIENT or others without written verification by CONSULTANT or other adaptation for the specific purpose intended will be at the CLIENT'S risk and full legal responsibility. Any verification of such adaptation by the CLIENT will entitle CONSULTANT to additional compensation at the current time and expense rate.

6. Limits of Liability: The CLIENT shall, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, indemnify and hold CONSULTANT harmless from any and all claims, losses, damages, suits, liability, demands or costs arising out of or resulting there from. The CONSULTANT or his consultants, agents, representatives or employees shall not be liable to the CLIENT for indirect, special, reliance, incidental, consequential or exemplary, lost profits, other costs due to changing conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications, arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services.

7. Cost Estimates: The CLIENT hereby acknowledges that the CONSULTANT cannot warrant that estimates of probable construction or operating costs provided by the CONSULTANT will not vary from actual costs incurred by the CLIENT.

8. Construction Services: Should Construction Administration Services be provided to the CLIENT by the CONSULTANT, it is understood that this service includes periodic observation of the contractor's work. The CONSULTANT does not, and shall not, act as a construction manager to direct and supervise the work being performed. Furthermore, the CONSULTANT shall not be held liable for specific construction errors or deficiencies not observed during any periodic observation of the contractor's work. In addition, the CONSULTANT will not be responsible for the Contractor's failure to perform the work in accordance with the contract documents. The CLIENT also agrees to indemnify and hold the CONSULTANT harmless for unsafe construction practices performed by the Contractor.

9. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting



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

10. Remedies Not Exclusive: All rights, duties and obligations of the parties are in addition to, and not substitution of, all rights, duties and obligations provided by applicable law. No remedy provided in this Agreement, or otherwise confirmed upon or available to the parties, will be considered exclusive of any other remedy, but will be cumulative and in addition to every other remedy provided in this Agreement, or presently or hereafter existing. No delay or omission to exercise any right or remedy will impair the same or be construed as a waiver.

11. Non-Waiver of Contractual Rights: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of Agreement.

12. Termination: The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this agreement for non-payment of invoices. CONSULTANT shall be compensated for all services performed to the termination date together with expenses then due and all termination expenses.

13. Advice of Counsel: Each party acknowledges that it has reviewed carefully all provisions contained in this Agreement prior to its execution. Each party acknowledges further that they have had the opportunity to seek advice of an attorney of their choice. Each party agrees that they have executed this Agreement freely and voluntarily and believes this Agreement to be fair, just and reasonable.

14. Advertising: The CONSULTANT retains the right to post a Company sign on the subject property once planning and civil design commence. The sign will be no larger than 3' by 4' and include the CONSULTANT's name, Company description, and phone number. All costs to create and install the design will be solely incurred by the CONSULTANT. The sign will be located in a convenient unobtrusive location and will be removed once the project is complete.

15. Schedule of Hourly Charges:

PRINCIPAL ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST / SURVEYOR	\$ 225.00
SENIOR PROJECT MANAGER	\$ 185.00
DRONE TECHNOLOGY	\$ 150.00
SURVEY CREW	\$ 160.00
PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR)	\$ 160.00
PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST.....	\$ 125.00
SURVEY FIELD AS-BUILT TECHNICIAN	\$ 110.00
INSPECTOR / ENVIRONMENTAL FIELD	\$ 110.00
INTERIOR DESIGN	\$ 125.00
CADD TECH	\$ 90.00
EXPERT WITNESS	\$ 400.00
ADMINISTRATIVE STAFF / CLERICAL.....	\$ 60.00

16. Reimbursable Expenses: Please note, submitted invoices will also include five (5%) service charge to cover items including mileage, postage, copies, and other administrative costs. Other direct expenses including out of region travel expenses, out-of-office reproduction or photographic services, special mailing or delivery services, contract services authorized by the CLIENT, sub-consultant fees, permit fees authorized by the CLIENT, legal advertisements and notices, and special materials will be the responsibility of the CLIENT. A fifteen percent (15%) handling and administrative charge will be added to the above mentioned "other direct expenses".

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this Agreement the day and year indicated below. By execution of this Agreement, both the CLIENT and the CONSULTANT agree to the conditions reflected in the attached proposal including the Special Provisions.

As to **CONSULTANT**
Engineering Design & Construction, Inc.
(a division of Haley Ward)

David Baggett, P.E.

As to **CLIENT Live Oak Estates Group**
Harbert Realty Services

Name/Title:

Dated: December 13, 2024

Dated: 09 January 2025

Client Billing Name: _____

Client Billing Address: _____

Billing Email Address: _____

City Commission Day Meeting

8. c.

Meeting Date: 01/13/2025

Re: Infrastructure Surtax Citizens Oversight Committee Annual Report 2024

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Infrastructure Surtax Citizens Oversight Committee Annual Report 2024

Attachments

CC Presentation
Annual Report

Form Review

Form Started By: Selena Griffett
Final Approval Date: 01/08/2025

Started On: 01/08/2025 02:58 PM

Fort Pierce Infrastructure Surtax Citizen Oversight Committee



2023 ANNUAL REPORT
JANUARY 2024



COMMITTEE MEMBERS

Pearl Davis Liverpool — Mayor Hudson Appointee

Ella Hodge-Wimes — Commissioner Gaines Appointee

Charles E. Bryant — Commissioner C. Johnson Appointee

Daniel Noelke (Chair)— Commissioner J. Johnson Appointee

Robert Burdge — Commissioner Broderick Appointee

Anthony Westbury — At Large

Steven Haines—At Large



2018 Final Ballot Language

“To fund projects to improve local roads, reduce traffic congestion, add sidewalks, improve local water quality, including the lagoon, reduce neighborhood flooding and similar uses under Florida law and seek matching funds for these purposes, shall St. Lucie County levy a half-cent sales tax, for ten years, with expenditures reviewed by an independent citizens committee ensuring dollars are spent fairly throughout Port St. Lucie, Fort Pierce, St. Lucie Village, and St. Lucie County.”

RESOLUTION 19-R06

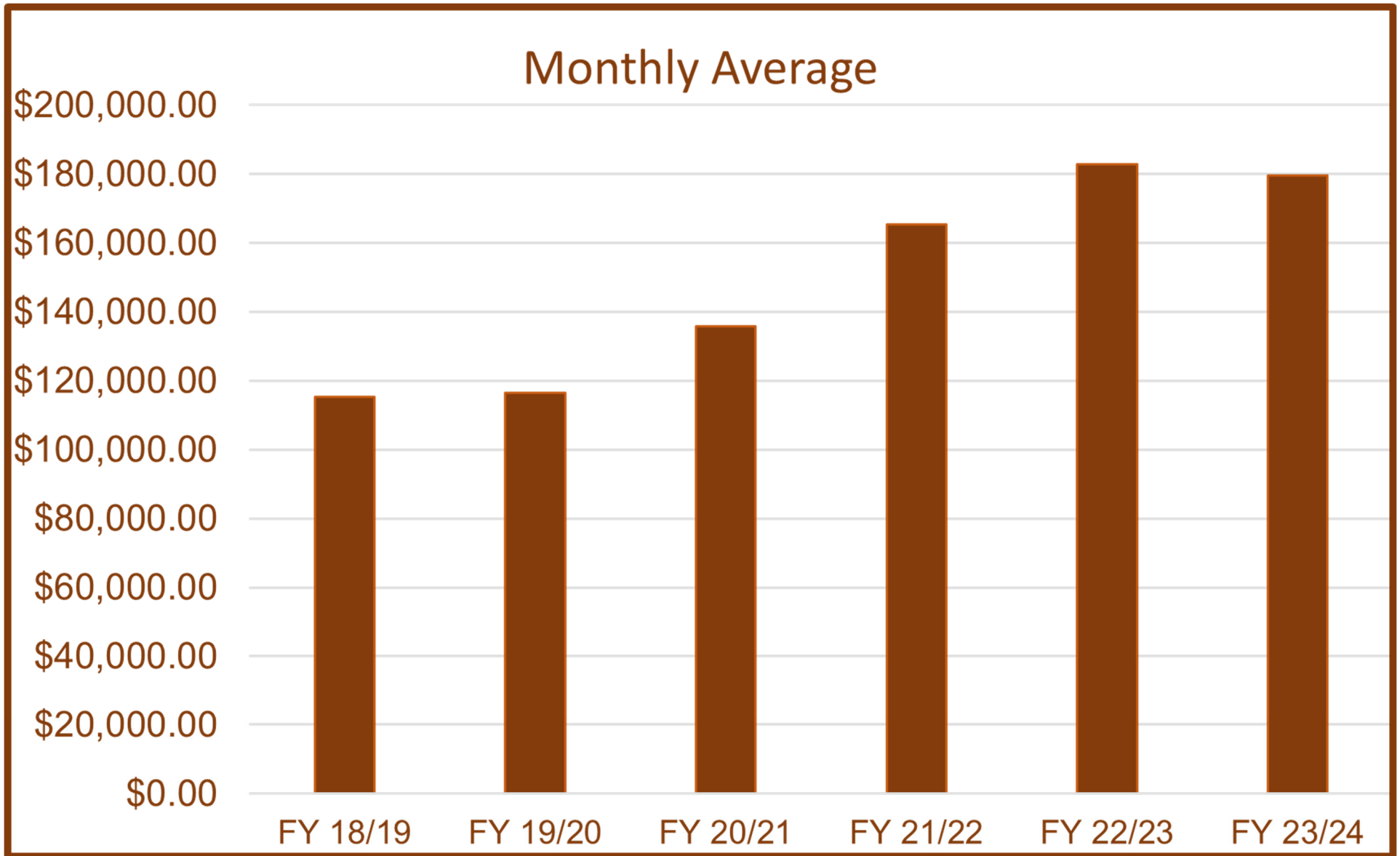
“The Infrastructure Surtax Citizen Oversight Committee is tasked with the review of projects funded by the Infrastructure Surtax and issue reports to the City Commission to insure transparency and to provide the citizens of the City with the assurance that funds are being spent in the manner approved by voters and in accordance with state law.”

2024 BALANCE

	Funds Received	Encumbrances	Expenses	Balance
FY 18/19	\$1,038,574.10	\$431,682.18	\$0.00	\$1,038,574.10
FY 19/20	\$1,862,508.17	\$1,263,825.13	\$529,083.12	\$2,371,999.15
FY 20/21	\$2,171,741.20	\$647,578.59	\$1,200,667.35	\$3,343,073.00
FY 21/22	\$2,644,417.99	\$2,681,019.05	\$782,300.75	\$5,205,190.24
FY 22/23	\$2,926,056.08	\$1,840,563.00	\$2,073,063.98	\$6,058,182.34
FY 23/24	\$2,871,712.74	\$2,042,098.06	\$2,914,617.42	\$6,015,277.66
TOTALS	\$13,515,010.28	\$8,906,766.01	\$7,499,732.62	\$6,015,277.66

This is a Cash In-Cash Out Report, therefore, it will not match audited financial accounting amounts.

MONTHLY AVERAGE RECEIVED



PROJECT/DESCRIPTION	ESTIMATE	SURTAX FUNDING	STATUS
Roadway Rehabilitation Projects (8.83 miles total, 1.97 miles complete, 1.82 miles in construction)			
S. 7th Street Reconstruction (Wendell to 10th Street)		\$306,427.86	COMPLETED
Avenues A&B Reconstruction (7th Street to 8th Street)		\$139,259.65	COMPLETED
17th Street - (Orange Ave. to Ave. D)		\$494,395.12	COMPLETED
Citrus Overpass Bridge Repairs		\$727,927.80	COMPLETED
8th Street Reconstruction (Avenue D to Avenue E)		\$206,637.48	COMPLETED
Avenue B Reconstruction (13th Street to 8th Street)		\$671,104.00	99% COMPLETE
Ohio Avenue Reconstruction (US1 to 11th Street)		\$1,889,609.00	85% COMPLETE
Grenada Street (Porpoise Ave to Gulfstream Ave)		\$740,500.00	DESIGN
Avenue D - (29th Street to US 1 Resurfacing)	\$2,380,000.00		0% COMPLETE
Avenue D - (US 1 to Indian River Drive Reconstruction)	\$2,500,000.00		DESIGN
Indian River Drive - (Ave. A to Seaway Dr.)	\$8,500,000.00		DESIGN
Wendell Road (8th Street to 7th Street)	\$750,000.00	\$47,940.00	DESIGN
11th - Boston- Preston Street Reconstruction	\$1,500,000.00	\$199,482.85	DESIGN
13th Street - Phase II (Georgia Ave. to Orange Ave.)	\$2,200,000.00	\$69,840.00	DESIGN
13th Street - Phase III (Ave. E to Ave. Q)	\$2,500,000.00		UNFUNDED
13th Street - Phase IV (Virginia Ave. to Georgia Ave.)	\$5,000,000.00		UNFUNDED
Avenue I - (13th to 25th)	\$4,000,000.00		UNFUNDED
Surfside Drainage/Resurfacing - Phase IV	\$2,200,000.00		DESIGN
Sidewalk / Recreational Trail Projects (1.0 miles)			
Emil Avenue - (Oleander Ave. to US 1)	\$700,000.00		UNFUNDED
Nebraska Avenue (Lawnwood Circle) - Phase 1	\$725,000.00		DESIGN
Stormwater Quality Projects			
Georgia Ave. Basin Water Quality Improvements		\$367,598.00	COMPLETED
Moore's Creek Linear Park Stormwater Improvements Phase 2	\$8,500,000.00		UNFUNDED
Street Resurfacing			
2020 (1.6 miles)		\$314,668.80	COMPLETE
2021 (2.3 miles)		\$415,054.00	COMPLETE
2022 (2.7 miles)		\$662,141.25	COMPLETE
2023 (3.65 miles)		\$891,659.73	COMPLETE
2024 (2.18 miles)		\$717,222.98	IN PROGRESS
TOTALS \$41,455,000.00		\$8,861,468.52	

Nearly 13 miles of Better Roads



Cleaner Rivers

Georgia Avenue Basin



More Sidewalks



7th Street



17th Street



8th Street



Avenue B

Fort Pierce Infrastructure Surtax Citizen Oversight Committee



2024 ANNUAL REPORT
JANUARY 2025

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- 14 Master Project List and Status



2024 COMMITTEE MEMBERS

Pearl Davis Liverpool — Mayor Hudson Appointee

Ella Hodge-Wimes — Commissioner Gaines Appointee

Charles E. Bryant — Commissioner C. Johnson Appointee

Daniel Noelke — Commissioner J. Johnson Appointee

Robert Burdge — Commissioner Broderick Appointee

Anthony Westbury — At Large

Steven Haines—At Large



INTRODUCTION

Creation of Infrastructure Surtax Citizen Oversight Committee

In March of 2018 the City of Fort Pierce adopted a resolution supporting the St. Lucie County Board of County Commissioner's proposal to impose a voter approved half-cent increase to the state sales tax. This tax, referred to as the Infrastructure Surtax, would be used to help improve roads, build more sidewalks and support water quality projects throughout the county.

On November 6, 2018, the referendum was approved by the voters of St. Lucie County.

2018 Final Ballot Language

"To fund projects to improve local roads, reduce traffic congestion, add sidewalks, improve local water quality, including the lagoon, reduce neighborhood flooding and similar uses under Florida law and seek matching funds for these purposes, shall St. Lucie County levy a half-cent sales tax, for ten years, with expenditures reviewed by an independent citizens committee ensuring dollars are spent fairly throughout Port St. Lucie, Fort Pierce, St. Lucie Village, and St. Lucie County.

Composition of the Infrastructure Surtax Citizen Oversight Committee

The committee was established by Resolution No. 19 R06, and consists of seven (7) members. One member appointed by each of the five (5) members of the City Commission and two members appointed at large. The committee acts solely in an oversight and advisory capacity to the City Commission. The mission of the members of the Infrastructure Surtax Citizen Oversight Committee is to determine that all Surtax proceeds received by the City of Fort Pierce have been expended in a manner consistent with the requirements of Section 212.055 (2), Florida Statutes, and the ballot language approved by the voters. In addition, the committee reviews the expenditures of the Surtax proceeds and verifies these funds are being used for projects consistent with the City's approved Surtax proceeds project list. The committee reviews plans, budgets, designs, permits, reports, photographs, presentations and other material to sufficiently determine the status of each project.

The goals of this report are to provide the Fort Pierce City Commission with the committee's findings and assurance that the Surtax proceeds are in fact being spent in the manner approved by the voters of St Lucie County and in accordance with state law.



THE SUNRISE CITY
FORT PIERCE
Florida



The Infrastructure Surtax Oversight Committee is pleased to provide this 2023-2024 Annual Report to the Citizens of the City of Fort Pierce. As required by Resolution No. 19-R06, this report provides acknowledgement by the Committee that projects have been reviewed and funds have been spent as approved by the voters and in accordance with State Law.

The 2021-2022 Annual Report was presented to the City Commission at their meeting on January 16, 2024.

At the January 18, 2024 meeting, the Committee agreed to have quarterly meetings. The Committee met four times this year January 18, April 18, July 17 and October 17.

On behalf of the Fort Pierce Infrastructure Surtax Citizens Oversight Committee, we present this report for approval as we have followed the mission of the committee and verified that the funds are being used consistent with the guidelines that we have been asked to follow by the voters of Saint Lucie County and with the State Law.

Respectfully submitted,

Fort Pierce Infrastructure Surtax Citizen Oversight Committee

Daniel Noelke, Chair

2024 SURTAX PROCEEDS RECEIVED

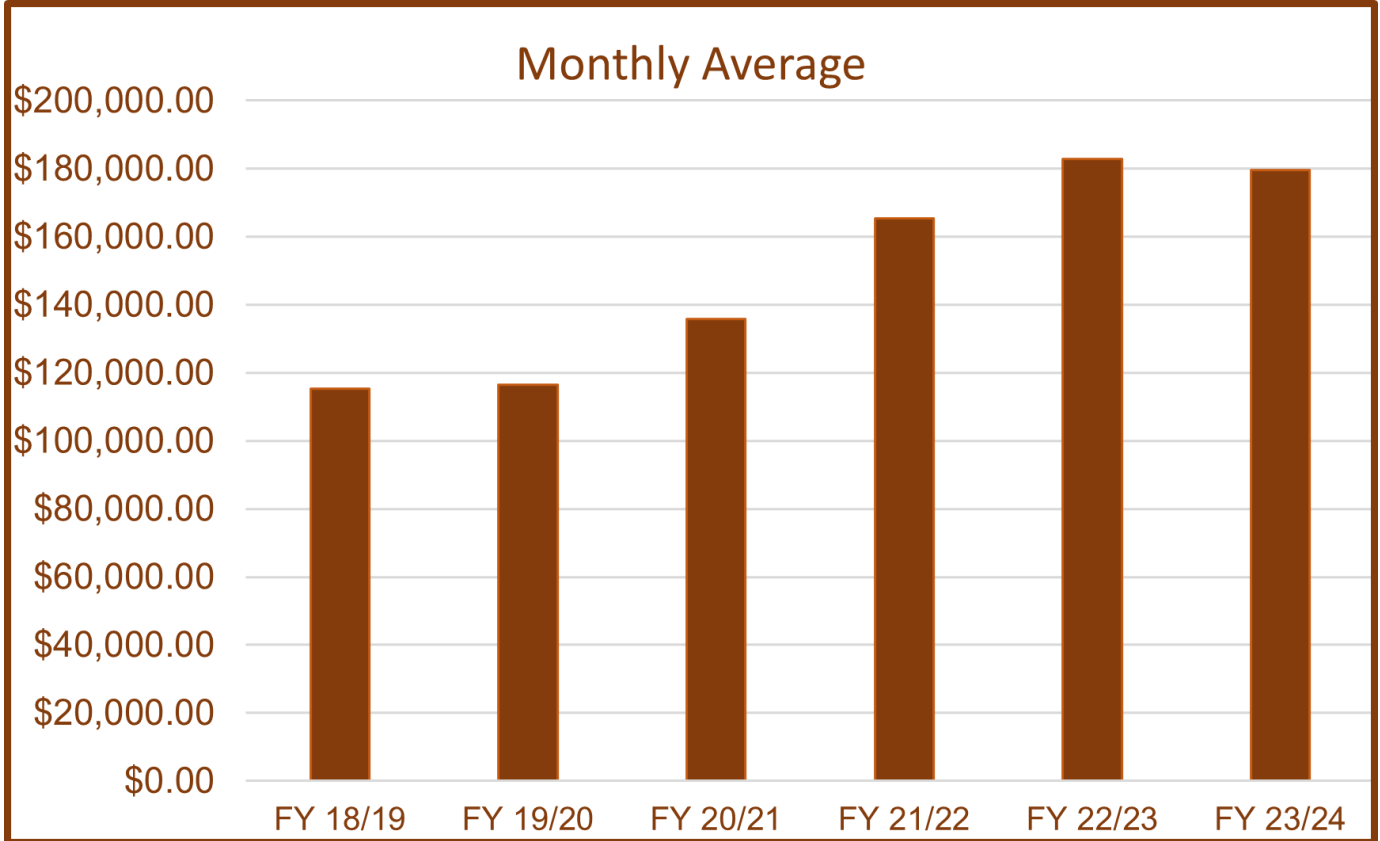
Date	Amount
1/29/2024	\$170,816.68
2/7/2024	\$173,980.97
2/28/2024	\$197,380.07
3/27/2024	\$177,852.88
4/26/2024	\$182,205.00
5/9/2024	\$197,261.00
5/28/2024	\$198,191.18
6/27/2024	\$183,739.83
7/29/2024	\$188,980.15
8/14/2024	\$181,962.83
8/27/2024	\$176,145.40
9/26/2024	\$175,303.38
TOTAL	\$2,203,819.37

2024 BALANCE

	Funds Received	Encumbrances	Expenses	Balance
FY 18/19	\$1,038,574.10	\$431,682.18	\$0.00	\$1,038,574.10
FY 19/20	\$1,862,508.17	\$1,263,825.13	\$529,083.12	\$2,371,999.15
FY 20/21	\$2,171,741.20	\$647,578.59	\$1,200,667.35	\$3,343,073.00
FY 21/22	\$2,644,417.99	\$2,681,019.05	\$782,300.75	\$5,205,190.24
FY 22/23	\$2,926,056.08	\$1,840,563.00	\$2,073,063.98	\$6,058,182.34
FY 23/24	\$2,871,712.74	\$2,042,098.06	\$2,914,617.42	\$6,015,277.66
TOTALS	\$13,515,010.28	\$8,906,766.01	\$7,499,732.62	\$6,015,277.66

This is a cash basis report, Therefore, it will not match the accrual basis financial statement revenue numbers.

MONTHLY AVERAGE RECEIVED



2024 ENCUMBRANCES

DATE	ENCUMBERED	PROJECT
10/26/2023	\$199,482.85	Purchase Order 240176 - Stantec 11th-Boston-Preston Design
1/4/2024	\$15,000.00	PO 240441 - EDC for Design Completion (FDOT)
4/1/2024	\$69,840.00	PO 240717 - KHA for 13th Street (Georgia to Orange) Design
4/23/2024	\$891,659.73	PO 240763 - The Paving Lady - 2023 Annual Resurfacing
6/27/2024	\$132,500.00	PO 240931 Captec - Nebraska Ave Sidewalk
7/9/2024	\$16,392.50	CO 2 - Heavy Civil - Avenue B
9/20/2024	\$717,222.98	PO 241151 - The Paving Lady 2024 Annual Resurfacing
TOTALS	\$2,042,098.06	

2024 STREET RESURFACING

2024 STREET RESURFACING - Work Underway

The Contractor has begun ADA sidewalk ramp replacements for the roadways that are scheduled to be resurfaced between October and November.

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

COMPLETED PROJECTS

Avenue B (13th Street to 8th Street) - SUBSTANTIALLY COMPLETE

Some sidewalk areas remained due to delays in getting utility poles removed. The work is still being scheduled but should be completed by the end of 2024.

UNDER CONSTRUCTION

Ohio Avenue Roadway Improvements

The project consists of complete reconstruction of Ohio Avenue from 11th Street to US 1. Improvements include drainage, sidewalks, curb and gutter, paving, decorative lights and landscaping. A Notice to Proceed was issued to the Contractor in July of 2023 however, long lead times for materials resulted in construction activity being delayed until October 2023.

The total cost from Surtax funds is \$1,792,623.00



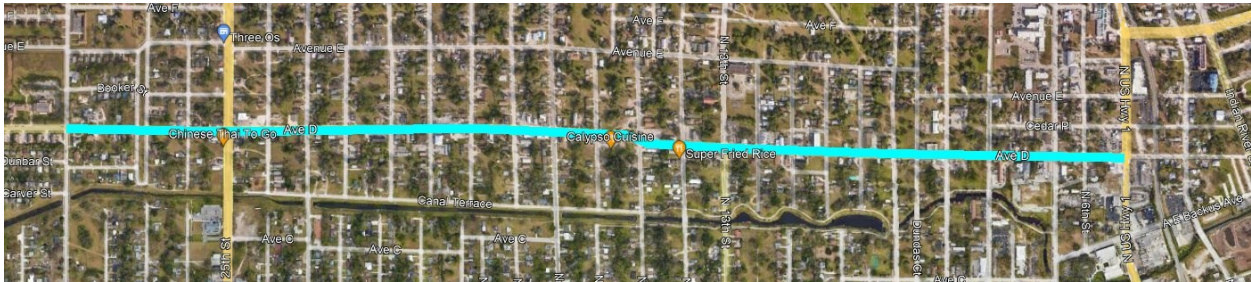
UPCOMING CONSTRUCTION

Avenue D (29th Street to US 1) - Resurfacing

The project will resurface Avenue D from 29th Street to US 1. ADA ramps will be reconstructed to meet updated standards. Sidewalk and driveways will be constructed where needed. Updated signage and pavement markings will help to increase safety.

A \$1.5 million state grant was received for construction of Avenue D. The City will use the grant funds and some Infrastructure Surtax funds to complete the project. Exact amounts will be determined once a bid has been received.

Staff continues to work with FDOT for authorization to begin construction.



Indian River Dr. (Marina Way to Seaway Dr.)

Reconstruction of roadway, drainage, sidewalks, street lighting, and landscaping. Conversion of overhead utilities to underground and water/sewer replacement. Thirty percent plans have been reviewed and comments provided to the designer. Sixty percent plans are anticipated early in 2024. Surtax funding will be combined with a Department of Economic Opportunity Grant as well as other available funds.

Estimated Total Project Cost is 9,750,000, Surtax funding percentages have not been determined.



2024-2025 PROJECTS

Wendell Road (from 8th Street to Chipola Road)

A joint project by the City and Fort Pierce Utilities Authority primarily for the replacement of utilities. This project will entail water and sewer main replacement, drainage improvements, sidewalk replacement and roadway reconstruction. Ninety percent plans are under review.

Estimated Total Project Cost is \$2,000,000.00,

Surtax Funding Design \$200,000.



11th Street—Boston Avenue—Preston Court Roadway Improvements

11th Street (Boston Avenue to Orange Avenue)
Boston Avenue (13th Street to 10th Street)
Preston Court (Delaware Avenue to Boston Avenue)

Reconstruction of roadway, drainage, sidewalks, updated signage and pavement markings. A notice to proceed was issued to the consultant and survey and preliminary plans are anticipated in January 2024.

Estimated Total Project Cost is \$2,500,000.00

Surtax funding percentages have not been determined.

2024-2025 PROJECTS

13th Street (Orange Avenue to Georgia Avenue)

This project was previously designed to about 80% and funding became unavailable. A new contract was issued to complete the design. The project includes reconstruction of the roadway, drainage, and sidewalk. Some limited landscaping and street lighting is included. While there may be some needed utility improvements to sanitary sewer and water, these costs have not been included in the estimate at this time.

The design should be complete late 2024 and be ready for construction in 2025.

The current cost estimate is \$6,250,000.00.

Avenue D Reconstruction—US 1 to Indian River Drive

This reconstruction project will include new roadway, sidewalks, drainage infrastructure with enhancements to landscaping, lighting, and street atmosphere in the Edgartown district of the City.

Staff is working with the designer to complete the plans in early 2025 to complete construction with the Indian River Drive Improvements.

Currently the cost estimate is \$1,800,000.00.

MASTER PROJECT LIST

PROJECT/DESCRIPTION	ESTIMATE	SURTAX FUNDING	STATUS
Roadway Rehabilitation Projects (8.83 miles total, 1.97 miles complete, 1.82 miles in construction)			
S. 7th Street Reconstruction (Wendell to 10th Street)		\$306,427.86	COMPLETED 2019
Avenues A&B Reconstruction (7th Street to 8th Street)		\$139,259.65	COMPLETED 2019
17th Street - (Orange Ave. to Ave. D)		\$494,395.12	COMPLETED 2021
Citrus Overpass Bridge Repairs		\$727,927.80	COMPLETED 2021
8th Street Reconstruction (Avenue D to Avenue E)		\$206,637.48	COMPLETED 2022
Avenue B Reconstruction (13th Street to 8th Street)		\$671,104.00	99% COMPLETE
Ohio Avenue Reconstruction (US1 to 11th Street)		\$1,889,609.00	85% COMPLETE
Grenada Street (Porpoise Ave to Gulfstream Ave)		\$740,500.00	DESIGN
Avenue D - (29th Street to US 1 Resurfacing)	\$2,380,000.00		0% COMPLETE
Avenue D - (US 1 to Indian River Drive Reconstruction)	\$2,500,000.00		DESIGN
Indian River Drive - (Ave. A to Seaway Dr.)	\$8,500,000.00		DESIGN
Wendell Road (8th Street to 7th Street)	\$750,000.00	\$47,940.00	DESIGN
11th - Boston- Preston Street Reconstruction	\$1,500,000.00	\$199,482.85	DESIGN
13th Street - Phase II (Georgia Ave. to Orange Ave.)	\$2,200,000.00	\$69,840.00	DESIGN
13th Street - Phase III (Ave. E to Ave. Q)	\$2,500,000.00		UNFUNDED
13th Street - Phase IV (Virginia Ave. to Georgia Ave.)	\$5,000,000.00		UNFUNDED
Avenue I - (13th to 25th)	\$4,000,000.00		UNFUNDED
Surfside Drainage/Resurfacing - Phase IV	\$2,200,000.00		DESIGN
Sidewalk / Recreational Trail Projects (1.0 miles)			
Emil Avenue - (Oleander Ave. to US 1)	\$700,000.00		UNFUNDED
Nebraska Avenue (Lawnwood Circle) - Phase 1	\$725,000.00		DESIGN
Stormwater Quality Projects			
Georgia Ave. Basin Water Quality Improvements		\$367,598.00	COMPLETED 2024
Moore's Creek Linear Park Stormwater Improvements Phase 2	\$8,500,000.00		UNFUNDED
Street Resurfacing			
2020 (1.6 miles)		\$314,668.80	COMPLETE
2021 (2.3 miles)		\$415,054.00	COMPLETE
2022 (2.7 miles)		\$662,141.25	COMPLETE
2023 (3.65 miles)		\$891,659.73	COMPLETE
2024 (2.18 miles)		\$717,222.98	IN PROGRESS

TOTALS \$41,455,000.0 \$8,861,468.52

City Commission Day Meeting

9. a.

Meeting Date: 01/13/2025

Re: Approval of travel for Commissioner Arnold Gaines to attend the FBC-LEO Annual Conference in Orlando, Florida from February 27, 2025, to February 28, 2025, in the amount of \$900.69.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Arnold Gaines to attend the FBC-LEO Annual Conference in Orlando, Florida from February 27, 2025, to February 28, 2025, in the amount of \$900.69.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Gaines Travel

Form Review

Form Started By: Latoya Ransom
Final Approval Date: 01/08/2025

Started On: 01/08/2025 01:30 PM

REGISTRATION INFORMATION
2025 FBC-LEO Annual Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Embassy Suites Lake Buena
4955 Kyngs Heath Rd
Kissimmee, Fl 34745

DATE: **01.06.2025**

1. TRAVELER'S NAME: Arnold Gaines
2. DEPARTURE DATE: 02.26.2025
3. RETURN DATE: 02.28.2025
4. DESTINATION: Kissimmee, Fl
5. CODE CHARGE: 001-1000-54300
6. AMT BUDGETED: 15,000.00

DEPARTMENT: City Commission
DEPARTURE TIME: 4:00 PM
RETURN TIME: 2:00 PM
PURPOSE: FBC-LEO 40th Anniversary

7. BALANCE AVAILABLE:

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.

- * REGISTRATION FEE:
- * HOTEL BILL: Confirmation # 87986558
- BAGGAGE ALLOWANCE (\$5 PER PERSON)
- * COMMUNICATION:
- * FARES: AIR FARE
- * TAXI, BUS
- * CAR RENTAL
- * MILEAGE @ 0.67 223.4
- * GASOLINE EXPENSE
- * TOLL ROAD FEES OR PARKING FEES
- * MISC. EXPENSES

- MEALS
- 0 BREAKFAST @ \$8.00
 - 1 LUNCH @ \$8.00
 - 1 DINNER @ \$20.00
 - SPECIAL LUNCHEON/BANQUET
 - 7% STATE TAX
 - 15% GRATUITIES

PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
	275.00		
	406.33		
		149.68	
		35.52	
		0.00	
		8.00	
		20.00	
		0.00	
		1.96	
		4.20	

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.

TOTALS	0.00	681.33	219.36	
---------------	------	--------	--------	--

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

TRAVEL APPROVED BY: *Arnold W Cox*
DEPARTMENT SUPERVISOR
Linda W Cox
CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/24 DLN



Registration Open!

.....

2025 ANNUAL CONFERENCE

FEBRUARY 27-28

Embassy Suites Lake Buena Vista South | Kissimmee, FL

Latoya Ransom

From: Caressa Andrews-Moye <candrewsmoye@flcities.com>
Sent: Friday, December 6, 2024 10:59 AM
To: Latoya Ransom
Cc: Dana Neville
Subject: RE: 2025 FBC-LEO Annual Conference Hotel Link

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.

Good morning,

Below is the information and link for hotel reservations.

FBC-LEO's 40th Anniversary: *Honoring Our Legacy. Embracing Our Future* will be **February 27-28, 2025**, at the **Embassy Suites Lake Buena Vista South**, 4955 Kyngs Heath Road, Kissimmee, FL 34746.

Hotel Reservations

To make your room reservations, [click here](#). The room rate is **\$179.00** per night, which includes a complimentary made-to-order breakfast (6:30 – 9:30 a.m.), a complimentary evening reception (5:30 – 7:30 p.m.) and a discounted self-parking rate of \$8.00 per day.

The reservation cut-off date is **Wednesday, February 5, 2025**, please note that this hotel may sell out before this date.

Cancellation Policy

Registration cancellation requests must be sent to [Lily Etemadi](#) no later than 5:00 p.m., Thursday, February 13, 2025, in order to be eligible for a refund. All refunds are subject to a **\$50.00** cancellation fee and will be processed after the event. No refunds will be authorized after Friday, February 14, 2025.

Thank you,

Caressa Andrews-Moye

Affiliate Services Coordinator, FBC-LEO, MCPC
Florida League of Cities, Inc.
850.701.3621
candrewsmoye@flcities.com
www.flcities.com



100 N US-1
to **4955 Kyngs Heath Rd**

1 hr 38 min
111.7 miles

IRS reimbursement: **\$74.84**



Head toward Avenue A on N US Highway 1 (US-1 N). Go for 266 ft.

Then 0.05 miles



Make a U-Turn at Avenue A onto N US Highway 1 (US-1 S). Go for 466 ft.

Then 0.09 miles



Turn right onto Orange Ave (SR-68 W) toward I-95. Go for 3.9 mi.

Then 3.9 miles



Take ramp onto I-95 N (SR-9). Go for 15.6 mi.

Then 15.6 miles



Take exit 147 toward SR-60 W. Go for 0.3 mi.

Then 0.3 miles



Turn left onto 20th St (SR-60 W). Go for 24.6 mi.

Then 24.6 miles



Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North. Go for 57.4 mi.

Then 57.4 miles



Take exit 251 onto SR-417-TOLL S (Central Florida GreeneWay). Go for 6.5 mi.

Then 6.5 miles



Take exit 6 toward World Center Dr/SR-536/SR-535/I-4. Go for 0.7 mi.

Then 0.7 miles



Continue on World Center Dr (SR-536 W). Go for 0.6 mi.

Then 0.6 miles



Turn left onto State Road 535 (SR-535 S). Go for 1.5 mi.

Then 1.5 miles



Keep right onto Vineland Rd (SR-535 S). Go for 0.3 mi.

Then 0.3 miles



Turn right onto Kyngs Heath Rd. Go for 282 ft.

Then 0.05 miles



Turn right. Go for 161 ft.

Then 0.03 miles



Turn right. Go for 43 ft.

Then 0.01 miles



4955 Kyngs Heath Rd
Kissimmee, FL 34746-5512



Toll plaza accepting Toll tags
 Toll plaza accepting Cash
 Via points
 EV charging point

SR-60 W

Gas \$12.82, 1 h 48 min, 111 mi

Cheapest & Fastest!

Tolls	Fuel (Gas)	Total
\$5.76	\$12.82	\$18.58

** Please check toll details to get detailed toll information*



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- multi-destination trips.

- ✔ EV Trip Planner: Locate EV charging stations, costs & connector types.

US Toll Guide

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TollGuru toll calculator has extensive coverage of all USA tolls - Pennsylvania Turnpike, Ohio Turnpike, commercial trucks, rental car tolls and everything in between. Get vehicle specific toll pricing for truck, car, taxi, RV, EV, etc.

Other toll calculators



Your privacy

By clicking "Accept all cookies", you agree TollGuru can store cookies on your device and disclose information in accordance with our [Cookie Policy](#).

Check-in Feb 26, 2025
Checkout Feb 28, 2025

Guest information Arnold Gaines
P.O. Box 1480

Fort Pierce, FL
34954

Room type Two Queen Beds

Guests per room 1

Request

Accessible room No

There are no other guests sharing this room

Shared with

Cancelation policy

Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

Need to change something? [Manage stay](#)

Summary of Charges

Date	Guests	Status	Rate (USD)
Feb 26, 2025	1	Confirmed	179.00
Feb 27, 2025	1	Confirmed	179.00
		Total	358.00

Add-ons

Tax Disclosure

Room rates shown do not include 13.5% Hotel Tax per night (subject to change). Total charges presented on the website will include all room fees and taxes.

Grand total (USD) **406.33**

Latoya Ransom

From: Dana Neville
Sent: Tuesday, January 7, 2025 11:48 AM
To: Latoya Ransom; Fp Assistant
Subject: Fw: Your Hotel Reservation - FL Black Caucus - Arnold Gaines

FYI

From: Embassy Suites by Hilton Orlando Lake Buena Vista South <info@cvent.com>
Sent: Tuesday, January 7, 2025 11:46 AM
To: Dana Neville <dneville@cityoffortpierce.com>
Subject: Your Hotel Reservation - FL Black Caucus

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.



Reservation Confirmation

Hi Arnold,
Thank you for your reservation!

Your Upcoming Event

FBC - LEO

Feb 26, 2025 - Feb 28, 2025

Embassy Suites by Hilton Orlando Lake Buena Vista South
4955 Kyngs Heath Rd Kissimmee, FL 34746 | 407-597-4000

Date booked
Jan 7, 2025

Acknowledgment number
#AENTD25X

Hotel confirmation number
#87986558

City Commission Day Meeting

10. a.

Meeting Date: 01/13/2025

Re:

SUBJECT:

Resolution 25-R07 Appointing James Crist to the Board of Adjustment as Commissioner Taylor's appointee.

SUMMARY:

RECOMMENDATION:

Adopt the Resolution

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution 25-R07

Form Review

Form Started By: Tina Rel
Final Approval Date: 01/08/2025

Started On: 01/08/2025 10:30 AM

RESOLUTION NO. 25-R07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT**, PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that James Crist be and is hereby appointed by the City Commission to serve as Commissioner James Taylor's appointee to the Board of Adjustment; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office until removed or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 13th day of January 2025.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA HEDGES, CITY ATTORNEY

City Commission Day Meeting

10. b.

Meeting Date: 01/13/2025

Re:

SUBJECT:

Resolution 25-R08 Appointing Levi Lovell to the Keep Fort Pierce Beautiful Advisory Board as Commissioner Taylor's appointee.

SUMMARY:

RECOMMENDATION:

Adopt the Resolution

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution 25-R08
Application

Form Review

Form Started By: Tina Rel
Final Approval Date: 01/08/2025

Started On: 01/08/2025 10:37 AM

RESOLUTION NO. 25-R08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Resolution 21-R30, the City Commission restructured the membership of the Keep Fort Pierce Beautiful Advisory Board thus necessitating new appointments to the Board.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following members are hereby appointed by the City Commission; said terms to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office; or as indicated below; or until removed; or when a successor has been duly appointed.

Name	Appointed by:
Levi Lovell	Commissioner Taylor

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 13th day of January, 2025.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA HEDGES, CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #23258

Date Submitted: 11/19/2024

Name of Board or Boards for which you are applying:*

Keep Fort Pierce Beautiful Advisory Board

Name:*

Levi Lovell

Home Address:*

700 French Creek Lane

City:*

Fort Pierce

State:*

FL

Zip:*

34982

How long at this address?*

4 years

Telephone Number*

5702202816

If less than two years, provide prior address:

Are you a citizen of the United States? *



Yes



No

Occupation: *

Oil Changer

Employer:*

Valvoline Instant Oil Change

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:

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
- 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
- No

If yes, state the business and location:

Valvoline instant Oil Change

Do you have special training or knowledge in the area of:

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate Brokering:*

Yes

No

Finance/Accounting:*

Yes

No

Contracting:*

Yes

No

Land Development:*

Yes

No

Utilities:

Yes

No

Management:*

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 currently manage more than 20 quick lube businesses throughout South Florida. As a current resident and business manager I'm extremely passionate about the growth and future of Fort Pierce. I believe with my experience of business management paired with my love for people could be used for the betterment of this community. Although I wasn't born and raised here, I am extremely proud to call Fort Pierce my home.

Are you currently a member of a Commission-appointed board/committee?*

Yes

No

If yes, please specify:

Have you ever been convicted of a felony?*

Yes

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?*

Yes

No

Referred by:*

James Taylor

Applicant Email Address:*

levi.a.lovell@gmail.com

Date:*

11/19/2024

Applicant's Signature:*

Levi Adam Lovell

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 lcx@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

City Commission Day Meeting

10. c.

Meeting Date: 01/13/2025

Re:

SUBJECT:

Resolution 25-R09 Appointing Luke Croghan to the Sunrise Theater Advisory Board as Commissioner Taylor's appointee.

SUMMARY:

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution 25-R09

Form Review

Form Started By: Tina Rel
Final Approval Date: 01/08/2025

Started On: 01/08/2025 10:45 AM

RESOLUTION NO. 25-R09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE SUNRISE THEATRE ADVISORY BOARD;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, that the following be and is hereby appointed by the City Commission to serve as a member of the Sunrise Theatre Advisory Board, pursuant to Resolution 21-R69; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

<u>NAME</u>	<u>APPOINTED BY</u>
Luke Croghan	Commissioner Taylor

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 13th day of January, 2025.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA HEDGES, CITY ATTORNEY