

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

City Commission Meeting - Monday, June 9, 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 of the April 14, 2025 Day Meeting.

B. Approval of the Minutes of the May 12, 2025 Day Meeting.

5. **Proclamations & Special Recognition**

A. Recognition of Our Mothers' Village, Inc. for Exceptional Cleanup Efforts in the Adopt-A-Road Program

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. Strategic Plan Presentation on City Beautification Action Plan by Public Works Director

B. Annual Report on the Retirement & Benefit System

- C. Presentation of the Comprehensive Safety Action Plan developed with a US Department of Transportation seeking guidance and direction.

9. **Consent Agenda**

- A. Approval of increase of Purchase Order No.250521 - Complete Production Resources from \$50,000 to \$100,000 for monthly lighting equipment rental at the Sunrise Theatre.
- B. Approval of small business grant award to Amandla Wellness Center, LLC in the amount not to exceed \$5000.00.

10. **City Commission - Resolutions**

- A. Resolution 25-R45 - Approving SUN Trail Agreement - Highwayman Trail Gap FDOT 440034-2-54-01 to be executed by the City for the construction of the SUN Trail from Indian Hills Drive to Georgia Avenue.
- B. Resolution 25-R46 approving SUN Trail Agreement - Historic Downtown Retrofit FDOT 440033-3 to be executed by the City for the design of the SUN Trail from Georgia Avenue to A1A/N Causeway Drive.

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: 06/09/2025

Re: Approval of the minutes of the April 14, 2025 Day Meeting.

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the April 14, 2025 Day Meeting.

Attachments

04.14.2025 Day Meeting

Form Review

Form Started By: Latoya Ransom

Started On: 05/08/2025 02:08 PM

Final Approval Date: 05/08/2025

MINUTES OF A DAY 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, APRIL 14, 2025.

1. **Call to Order**

Mayor Hudson called the April 14, 2025 Day Meeting to order at 9 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: City Clerk Linda Cox
City Manager Richard Chess
City Attorney Sara Hedges

4. **Approval of Minutes**

- a. Approval of the Minutes from the March 10, 2025, Day Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by
Commissioner Arnold Gaines to approve the Minutes of the March 10, 2025 Day
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.**

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner
Curtis Johnson, Jr. to approve the agenda as set.

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.

No comments

8. **Miscellaneous Reports and Presentations**

a. St. Lucie County Fire District Update by Fire Chief Jeff Lee

St. Lucie County Fire District's Fire Chief, Jeff Lee, presented an update on the Fire District.

b. St. Lucie County Sheriff's Office Update by Sheriff Richard R. Del Toro, Jr.

Sheriff Richard R. Del Toro, Jr. , St Lucie County Sheriff's Office, provided an update.

c. Presentation of the Draft Resilience Vulnerability Assessment by Sandra Bogan, St. Lucie County Resilience Navigator

Paul Thomas, Building Director, introduced Georgia Vince, Director of Business Development and Project Manager, Tetra Tech.

Ms. Vince presented a brief overview of the St. Lucie County vulnerability assessment.

The Commission inquired on community input, short and long-term goals, and insurance impacts.

Ms. Vince commented on community engagement.

Mr. Thomas commented that resilience also pertains to the future effects on the City, assessments are the benchmarks for funding, and flood insurance impacts and the lack of it.

d. 2025 Annual FPUA Update by Javier Cisneros, FPUA Director of Utilities

Javier Cisneros, FPUA Director of Utilities, provided the 2025 annual update.

The Commission commented on light post repair, inquired on the project cost of the advanced system, and annexation plan.

Mr. Cisneros explained the lift station and commented on supporting the City in expansion and redevelopment.

Mr. Chess stated that he would take the lead on the annexation plan.

e. Discussion and direction regarding Seven Gables House Exterior Rehabilitation; RFP No. 2025-013 for General Contractor Services.

Marsha Commond, Special Projects Coordinator, Public Works, presented the exterior rehabilitation of the Seven Gables House and requested direction from the Commission moving forward.

The Commission commented on the proposal, termite vulnerability, the evolution of welcome centers, the goal of the building, the St. Lucie County mobile welcome center, inquired as to where the RFP recommendations came from, and determining the future needs for the building. Ms. Commond explained the proposal and the recommendations.

Jason Atkinson, Public Works Director, commented on the structures' vulnerability to termites, replacement of siding, and the value of obtaining a condition assessment.

Devoshay Johnson, Interim FPRA Director, provided staff recommendations moving forward. Shyanne Harnage, Community and Economic Development Director, commented on the RFP for the visitor center for the Chamber of Commerce's contribution and to the end use of the building for that purpose.

Ms. Hedeges suggested that no action be taken on the RFP and recommended revisiting this item at the next month's meeting after reviewing contracts so that staff can present additional options. Mr. Chess clarified the direction of the Commission.

Commissioner Johnson inquired as to what would be included in the condition assessment; Mr. Chess clarified that the concerns regarding terminates would be included in the condition assessment.

The Commission inquired on the Chamber of Commerce lease agreement; Ms. Hedges and Ms. Cox confirmed that the visitor center is still in operation. However, the lease is expired. The legal status is a hold over. Ms. Cox commented that the lease does not govern the operation of the visitors center and the City has historically been responsible for treating the center for termites.

- f. Parking Committee Recommendation for Renewing the Lease Agreement with Ft. Pierce Resorts, LLC for Parking at Indian River Drive and A.E. Backus Ave.

Marsha Commond, Special Projects Coordinator, Public Works, presented the parking committee recommendation for renewing the lease agreement with Ft. Pierce Resorts, LLC.

The Commission commented on the adjusted price and declined to renew the lease.

Ms. Hedges clarified that the lease had expired and was a hold over, terminating the lease and restoring the lot as required in the lease agreement.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to terminate the lease and restore the property per the lease agreement.

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

Passed

9. **Consent Agenda**

- a. Acceptance of a \$40,000 bequest from the Estate of Carole L. Mushier to the City of Fort Pierce South Beach Maintenance Fund.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the Consent Agenda.

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

Passed

10. **City Commission - Resolutions**

- a. Resolution 25-R32 appointing Scott Marcum to the Police Community Advisory Committee as Commissioner Taylor's appointee.

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

RESOLUTION NO. 25-R32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE POLICE COMMUNITY ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, to approve Resolution No. 25-R32, appointing Scott Marcum to the Police Community Advisory Committee.

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

Passed

Commissioner Taylor requested an update on the Police Community Advisory Committee.

b. Resolution 25-R33 approving FPUA's FY2023-2024 Final Budget Amendment

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

RESOLUTION NO. 25-R33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE FINAL BUDGET AMENDMENT FOR THE FORT PIERCE UTILITIES AUTHORITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

Javier Cisneros, Director of Utilities, and Barbara Mika, FPUA Director of Finance and Administration presented the FPUA's FY2023-2024 Final Budget Amendment.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner James Taylor to approve Resolution No. 25-R33.

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

Passed

c. Resolution 25-R34 accepting the Fort Pierce Utilities Annual Comprehensive Financial Report for FY2024 and annual distribution.

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

RESOLUTION NO. 25-R34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ACCEPTING THE FORT PIERCE UTILITIES AUTHORITY 'S FY2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner James Taylor to approve Resolution No. 25-R34.

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

Passed

11. New Business - City Commission Discussion Items

a. City Commission Agenda Review

Mayor Hudson requested a review of the agenda and elaborated on its order and purpose.

Commissioner Johnson recommended notating items that are aligned with strategic planning.

Commissioner Gaines requested an additional item for comments from the public for the day meeting to accommodate anyone tardy to the meeting with comments.

Commissioner Taylor inquired on the reason for signing up to speak.

Ms. Cox clarified that staff are not available for additional sign-ups after the meeting begins.

Ms. Hedges commented on the sign-up process and purpose.

12. City Commission Boards and Committees Updates

Commissioner Broderick commented on the Sunrise Theater Advisory Board and the Retirement Board.

Commissioner Johnson commented on the TPO, Fire Board and The Downtown Business Alliance.

Commissioner Gaines commented on the Chamber of Commerce, Affordable Housing, and Homeless Committee.

Mayor Hudson commented on the Florida League of Cities, and FMIT 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.

Mayor Hudson adjourned the meeting at 1:03 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Day Meeting

4. B.

Meeting Date: 06/09/2025

Re: Approval of the Minutes of the May 12, 2025 Day Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes of the May 12, 2025 Day Meeting.

Attachments

05.12.2025 Minutes

Form Review

Form Started By: Latoya Ransom

Started On: 05/22/2025 08:18 AM

Final Approval Date: 05/22/2025

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, MAY 12, 2025.

1. **Call to Order**

Mayor Hudson called the May 12, 2025, Day meeting to order at 9:00 A.M.

2. **Pledge of Allegiance**

3. **Roll Call**

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

Absent: Commissioner Arnold Gaines

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to excuse the absence of Commissioner Gaines.

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

Passed

4. **Approval of Minutes**

5. **Proclamations**

- a. Lupus Awareness Month

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner James Taylor to approve the agenda as set.

AYE: Commissioner Michael Broderick, 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.

Joyce Jackson

Kris Einstein

8. **Miscellaneous Reports and Presentations**

- a. Lincoln Park Main Street, Inc. program update covering the first and second quarters of FY2025 (October 1, 2024 to March 31, 2025.)

Pamela Carrithers, Lincoln Park Mainstreet, provided updates covering the first and second quarters of FY2025 (October 1, 2024 to March 31, 2025.)

Commissioner Broderick inquired where the operations are run from and the lease agreement with Means Court.

Ms. Carrithers indicated she primarily works from the library as the lease agreement had not been executed with the City.

The Commission commented on the lease agreement and inquired on current challenges to the organization, and accountability.

Ms. Carrithers commented that they are challenged by the lack of State funding as the program was eliminated. However, they are actively applying for funding.

Mayor Hudson inquired of City Manager, Richard Chess, as to the resolution of the lease concerns.

Mr. Chess indicated that he has been working with the City Attorney, and has a plan.

Commissioner Broaderick inquired on the Lincoln Park Theater.

Ms. Carrithers provided an update on the theater.

Commissioner Johnson commented on having a meeting with the new president of the MLK Commemorative Committee, Mr. McNeally.

The Commission inquired on volunteers, funding sources, and Means Court.

Ms. Carrithers commented that there is a subcommittee for the Lincoln Park Theater responsible for renovations and the new protocols.

Mayor Hudson requested the City be added to the newsletter mailing list and for the contact information of the board members.

9. **Consent Agenda**

- a. Approval of the updated Agreement between the City of Fort Pierce and Lincoln Park Main Street, Inc. to provide services from October 1, 2024, to September 30, 2025, for an amount not to exceed \$50,000.
- b. Approval of Kimley-Horn Specific Authorization No. 8 in the amount of \$35,000 for Residential Rehabilitation Environmental Reviews
- c. Approve award of Bid No. 2025-028 for CDBG Residential Rehabilitation for 318 N. 18th Street Fort Pierce, FL to De La Hoz Builders, Inc. in an amount not to exceed \$92,310.00
- d. Approve award of Bid No. 2025-030 for CDBG Residential Rehabilitation for 2708 Avenue H Fort Pierce, FL to KIB Construction Corp. in an amount not to exceed \$53,445.00.

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

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

Passed

10. City Commission - Resolutions

- a. Resolution 25-R40 appointing Shatell Hypolite as Commissioner Johnson's appointee to the Infrastructure Surtax Committee.

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

RESOLUTION NO. 25-R40
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE;
PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Resolution No. 25-R40.

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

Passed

- b. Resolution 25-R41 appointing an at-large member to the Infrastructure Surtax Committee.

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

RESOLUTION NO. 25-R41
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE;
PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Broderick - Betty Jo Starke
Commissioner Johnson - Shanell Rene
Commissioner Taylor - Betty Jo Starke
Mayor Hudson - Betty Jo Starke

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor appointing Betty Jo Starke to the Infrastructure Surtax Committee.

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

Passed

11. New Business - City Commission Discussion Items

- a. Discussion of Community Listening Action Plan - City Commission's Action Item in 2025 Strategic Plan

City Manager, Richard Chess, presented an overview of the community listening action plan and the goals.

The Commission commented on the inclusion of the youth council, community and staff involvement, and neighborhood identification.

Mayor Hudson acknowledged Congressman Brian Mast in the audience.

- b. Discussion regarding a proposed ordinance and interlocal agreement with St. Lucie County regarding anchoring limitation areas prior to submission to Florida Fish and Wildlife Conservation Commission (FWC).

City Attorney, Sara Hedges, introduced the proposed ordinance and interlocal agreement with St. Lucie County regarding anchoring limitation areas.

Kyle Kauffman, Marina Operations Manager, presented the map concerning anchoring areas.

The Commission commented on the new law and how it would be enforced.

Ms. Hedges commented on enforcement measures and Mr. Kaufmann explained.

Mr. Kauffman detailed the enforcement measures.

The Commission commented on police enforcement and comprehensive plan, County contribution, expansion, roll out, funding updates, and what is in the marina.

Mr. Kauffman commented on the plan for continuity due to limited resources, expansion and discharge.

Dean Kubitschek, Marina Manager, commented on the Counties' involvement, and that tracking had started.

Gary Franklin, St. Lucie County, commented that the County has already approved the plan, and it must go before the County Commission and that the application process has started with the FWC.

Ms. Hedges commented that it has to meet the advertising requirements of FWC.

Mr. Kauffman commented on derelict vessels and their removal.

- c. Discussion regarding the final report conducted by the Center for Public Safety Management regarding the operations of the Fort Pierce Police Department.

Craig Junginger, Center for Public Safety Management, presented the police department assessment via telephone.

Commission Questions:

The commission inquired on the changes to the draft report, items in the report that are not finance-driven and when the report was concluded.

Mr. Junginger commented that the report is data-driven and based on department employees prioritizing recommendations, and provided a timeline for completion.

Chief Hopley- Burney, Deputy Chief Kenny Norris, Deputy Chief Robert Ridle, Major Eric Chan, and Major Santiago provided an overview by each commander based on the recommendations.

The Commission inquired on the significance of knowing who is on duty, portal concerns, replacement of the Captain, personnel gaps, promotion process, leadership development, boat, deputy officers.

Deputy Chief Norris clarified the reason behind on-duty accounting, portal concerns, internal replacement of the Captain, the need for at least ten officers, call volume, comprehensive policy, and staffing.

Deputy Chief Burney commented on the promotion process and the succession plan.

Chief Ridle commented on the boat, call volume, comprehensive policy, staffing.

Chief Burney commented on purchasing a boat in preparation for the summer, deputy officers, and staffing.

The Commission inquired on the sworn positions, training, and staffing for crime scene technicians.

Major Chan commented on sworn officer as the evidence custodian, modernizing the policies and procedures, and annual salary for crime scene technicians.

Chief Burney elaborated on addressing evidence concerns and audits completed.

The Commissioner inquired on the assignments for three years, professional standards, external investigations, response times.

Chief Burney commented on professional standards, meeting with the director of communications, and commented that what they are doing is working.

Major Santiago commented on external investigation, response times and the EOC.

Commissioner Taylor expressed his desire for a change in leadership at the police department.

Mr. Chess commented on the direction, corrective action plan and prioritizing implementation.

The Commission asked for a special meeting to discuss the study, department operations, and the leadership of the police department.

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.

Mayor Hudson adjourned the meeting at 1:30 P.M.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Day Meeting

5. A.

Meeting Date: 06/09/2025

Re: Recognition of Our Mothers' Village, Inc. for Exceptional Cleanup Efforts in the Adopt-A-Road Program

Submitted For: Jason Atkinson, Director of Public Works, Public Works

SUBJECT:

Recognition of Our Mothers' Village, Inc. for Exceptional Cleanup Efforts in the Adopt-A-Road Program

Attachments

Presentation

Form Review

Form Started By: Marsha Commond

Started On: 05/27/2025 10:11 AM

Final Approval Date: 05/27/2025

ADOPT-A-ROAD CHAMPIONS

Our Mothers' Village, Inc.

N. 25th Street, Ave D to Ave Q

30 Hours

7 Cleanups

5-36 Volunteers at a time



City Commission Day Meeting

8. A.

Meeting Date: 06/09/2025

Re: Strategic Plan Presentation on Beautifying the Community

Submitted For: Jason Atkinson, Director of Public Works, Public Works

SUBJECT:

Strategic Plan Presentation on City Beautification Action Plan by Public Works Director

Attachments

Presentation Slides

Form Review

Form Started By: Jason Atkinson

Started On: 05/27/2025 04:50 PM

Final Approval Date: 05/27/2025



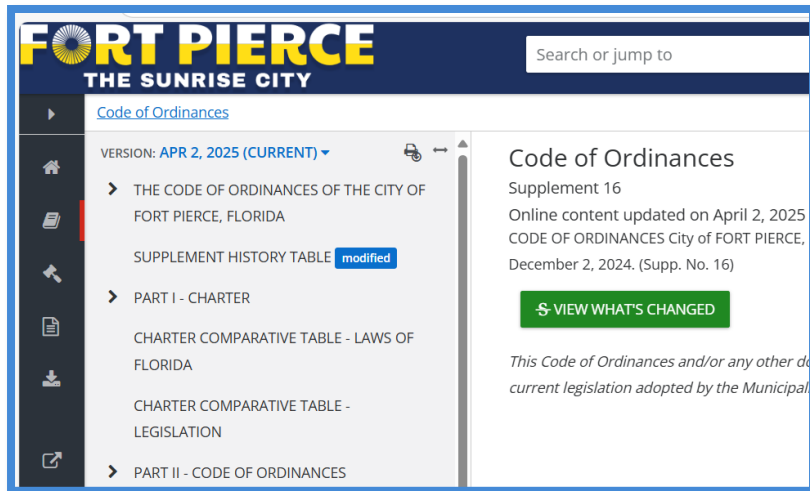
Beautify Our Community





Key Initiatives

Policy / Quality Objective



Operational Efficiency



Performance





Policy / Quality Objective

Code Revisions

- Code revisions will focus on cleaning up the City's Code by removing conflicting language and adding language that is beneficial to the Department and the City as a whole.

Department Policies

- Policies should maximize efficiency, quality, and responsiveness.

Service Schedule

- Schedules should meet the demands of the quality objective.



Quality Objective Utilizing SMART Philosophy

Specific - All the objectives should be clearly defined to ensure that every team member is on the same page.

Measurable - Any objective that you identify should be measurable in terms of size or degree it may impact.

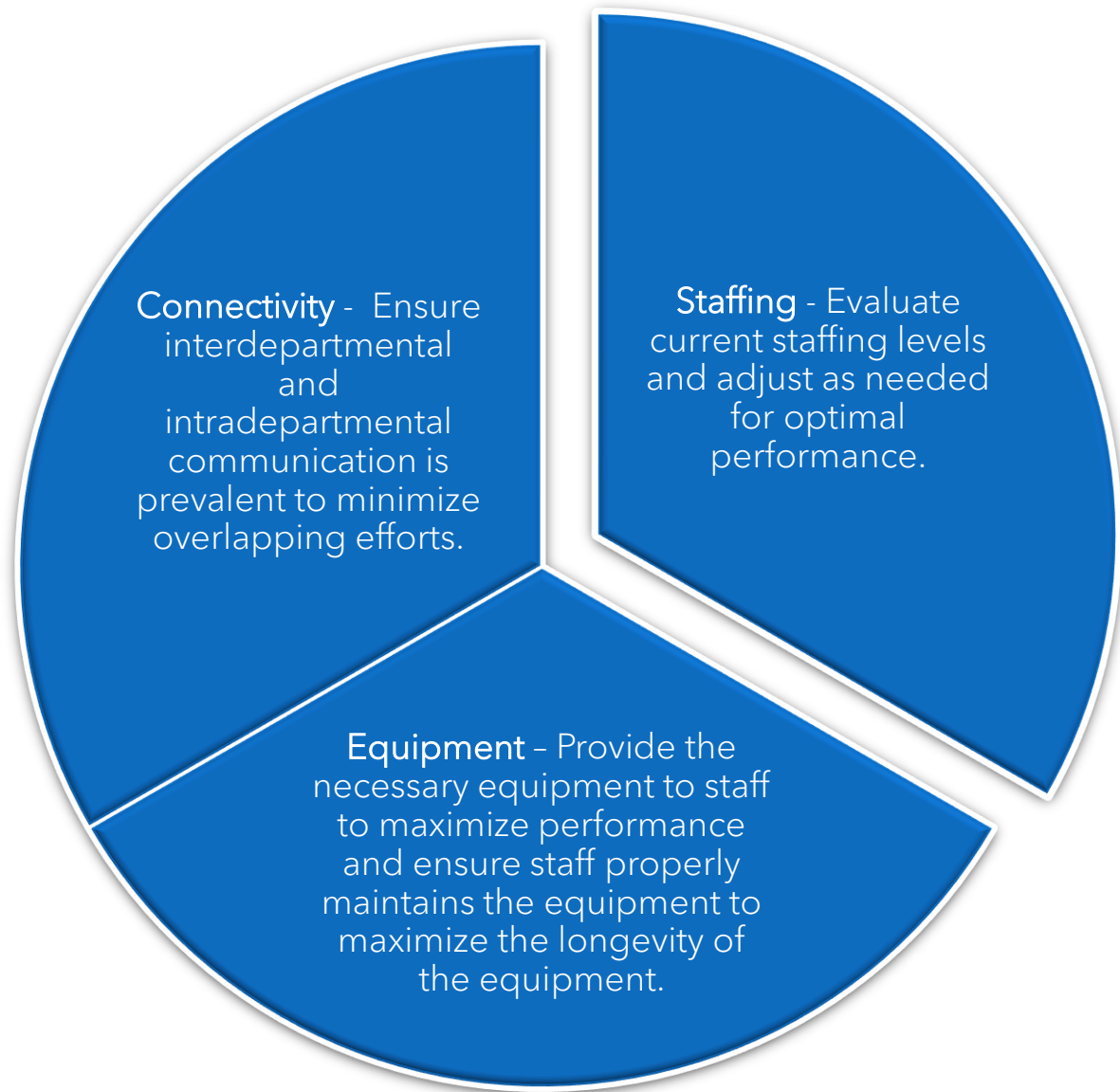
Attainable - The objectives you set should be within the organization's capacity. There should be proper measures and methodologies established to meet the quality objectives.

Relevant - Relevancy is also an important factor to be considered when it comes to setting quality objective. They, rather, should be aligned with the strategic goals of the organization in terms of meeting statutory or customer requirements.

Time-Oriented - Every objective should be time-bound. There should be a proper mechanism to access the time within which an objective can be met.



Operational Efficiency





Performance



Job Knowledge

The knowledge an employee must have to perform a task.



Training

Providing the knowledge an employee needs to perform the task.



Oversight

Providing staff with quality supervision and guidance.



Quality Control

Ensuring the quality objective is met by team leaders reviewing their team's daily reports and/or maintenance routes.



Upcoming Changes in the Department for FY/25 and FY/26

Service Team Creation

- A two-man team that focuses on cleanliness in the most visible areas of the City

Dispatchers

- Service-oriented professionals with logistical expertise that utilize technology to maximize efficiency

Less Bureaucracy

- Streamline customer service requests and complaints

Proactivity

- Utilize service schedules, implement frequent inspections, and encourage staff to report issues that affect the Dept.



Community Outreach

Continuation of community participation and education initiatives:

- Keep Fort Pierce Beautiful
 - Adopt-A-Road
 - Great American Cleanup
 - Quarterly Community Cleanups
 - "Our City. Our Responsibility" Education Campaign



Questions or
Comments?

City Commission Day Meeting

8. B.

Meeting Date: 06/09/2025

Re: City of Fort Pierce Retirement & Benefit System Annual Report

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Annual Report on the Retirement & Benefit System

SUMMARY:

As the Code of Ordinances mandates, the Retirement Board is to report to the City Commission annually on the retirement system's fiscal transactions for the preceding fiscal year. The Secretary/Treasurer has prepared the report and will present the system's financial status for the fiscal year ending September 30, 2024.

RECOMMENDATION:

The Retirement Board welcomes any suggestions and/or comments.

ALTERNATIVES:

This is a report on prior year performance.

RESPONSIBLE STAFF:

Secretary/Treasurer

COORDINATED WITH:

Retirement Board

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2024

OTHER INFORMATION:

This report is for informational purposes.

Attachments

Actuarial Report for Fiscal Year Ending September 30, 2024
Presentation

Form Review

Inbox

Finance Department

City Manager

Form Started By: Megan LeGrand

Final Approval Date: 04/02/2025

Reviewed By

Johnna Morris

Devoshay Johnson

Date

04/02/2025 10:55 AM

04/02/2025 12:12 PM

Started On: 04/02/2025 10:20 AM

City of Fort Pierce

Retirement and Benefit System

Sixty-Sixth Annual Actuarial Valuation Report
for the Year Ending September 30, 2024



Outline of Contents

Report of September 30, 2024 Actuarial Valuation

| Section | Page | Items |
|----------|------|--|
| | -- | Cover Letter |
| A | | Summary of Valuation Results and Certification |
| | 1-5 | Summary of valuation results and certification |
| | 6-7 | Other observations |
| | 8-9 | Risk measures |
| | 10 | Low-default-risk obligation measure |
| B | | Valuation Results |
| | 1 | Contribution requirement |
| | 2 | Contribution comparative statement |
| | 3 | Experience gain/(loss) |
| | 4 | Development of funding value of assets |
| | 5 | Funding progress indicators |
| | 6-9 | Unfunded Actuarial Accrued Liability (UAAL) |
| | 10 | Actuarial balance sheet |
| | 11 | Cumulative experience gains/(losses) |
| C | | Summary of Benefit Provisions and Valuation Data Submitted by the Retirement and Benefit System |
| | 1-3 | Benefit provisions |
| | 4 | Financial data |
| | 5-16 | Participant data |
| D | | Actuarial Cost Method, Actuarial Estimates and Definitions of Technical Terms |
| | 1 | Actuarial cost method |
| | 2-4 | Amortization of UAAL |
| | 5-11 | Actuarial Estimates |
| | 12 | Miscellaneous and technical assumptions |
| | 13 | Definitions of technical terms |
| E | | Additional Disclosure Information |
| | 1 | Schedule of funding progress and schedule of employer contributions |
| | 2 | Supplementary Information |
| F | | State Required Data |
| | 1-2 | Actuarial Present Value of Accrued Benefits |
| | 3 | Reconciliation of membership data |





March 7, 2025

City Commission
and Retirement Board
City of Fort Pierce Retirement and Benefit System
Fort Pierce, Florida

Dear City Commission and Retirement Board:

The results of the September 30, 2024 Annual Actuarial Valuation of the City of Fort Pierce Retirement and Benefit System are presented in this report.

This report was prepared at the request of the Board and is intended for use by the Retirement System and those designated or approved by the Board. This report may be provided to parties other than the Fund only in its entirety and only with the permission of the Board. GRS is not responsible for unauthorized use of this report.

The purposes of the valuation are to measure the Fund's funding progress and to determine the employer contribution rate for the 2025-2026 fiscal years. Information required by Statement Nos. 67 and 68 of the Governmental Accounting Standards Board (GASB) are provided in separate reports. This report should not be relied on for any purpose other than the purposes described herein. Determinations of financial results, associated with the benefits described in this report, for purposes other than those identified above may be significantly different.

The contribution amount in this report is determined using the actuarial assumptions and methods disclosed in Section D of this report. This report includes risk metrics on page A-9 but does not include a more robust assessment of the risks of future experience not meeting the actuarial assumptions. Additional assessment of risks was outside the scope of this assignment.

This valuation assumed the continuing ability of the plan sponsor to make the contributions necessary to fund this plan. A determination regarding whether or not the plan sponsor is actually able to do so is outside our scope of expertise and was not performed.

The findings in this report are based on data and other information through September 30, 2024. The valuation was based upon information furnished by the City, concerning Retirement System benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We checked for internal reasonability and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the City.

This report was prepared using assumptions adopted by the Board. All actuarial assumptions used in this report are reasonable for the purposes of this valuation. The combined effect of the assumptions is expected to have no significant bias (i.e., not significantly optimistic or pessimistic). Additional information about the actuarial assumptions is included in Section D of this report.

This report was prepared using our proprietary valuation model and related software which, in our professional judgment, has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

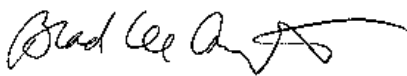
This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial position of the City of Fort Pierce Retirement and Benefit System as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices and with the Actuarial Standards of Practice issued by the Actuarial Standards Board.

Brad Lee Armstrong and Jeffrey T. Tebeau are Members of the American Academy of Actuaries (MAAA). These actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein. Our statement by the Enrolled Actuary is contained in Section A.

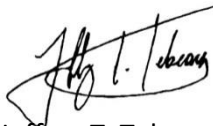
The signing actuaries are independent of the plan sponsor.

Gabriel, Roeder, Smith & Company will be pleased to review this valuation and report with the Board of Trustees and to answer any questions pertaining to the valuation.

Respectfully submitted,
Gabriel, Roeder, Smith & Company



Brad Lee Armstrong, ASA, EA, FCA, MAAA



Jeffrey T. Tebeau, FSA, EA, FCA, MAAA

BLA/JTT:sc

C0284



SECTION A

SUMMARY OF VALUATION RESULTS AND CERTIFICATION

Summary of Valuation Results

September 30, 2024

Funding Objective

The basic funding objective of the Retirement and Benefit System is to avoid transfer of the cost of benefit obligations between generations of taxpayers. This objective is implemented by contributions sufficient to:

- Pay for costs allocated to the current year on account of service rendered by participants in the current year (Normal Cost).
- Pay for costs allocated to prior years on account of service rendered by participants in prior years (Unfunded Actuarial Accrued Liability) over a maximum 30-year period.

The annual actuarial valuation measures the relationship between Retirement and Benefit System obligations and assets and determines the contribution rates for the ensuing year. When appropriate, amortization bases were combined in order to moderate scheduled contribution rate volatility.

Funding Progress Indicators

The September 30, 2024 actuarial valuation indicates that the actuarial accrued liabilities of the Retirement and Benefit System are 82% funded by valuation assets. This is equal to last year's funded ratio of 82%. Although not historically referred to, the ratio of the market value of assets to the Actuarial Accrued Liabilities is 86% which is an increase from last year's market value funded ratio of 76%.

Trends to Monitor

The funding value of assets currently trails the market value of assets by approximately \$9.8 million. Absent investment returns below the 7.25% assumed or losses from other sources, this will create a downward pressure on contribution requirements and a coinciding upward pressure on the funded ratio progress in the next three valuation reports. Please also refer to pages A-7, A-8 and B-4.

Summary of Valuation Results

September 30, 2024

Assumption Changes

No assumption changes were adopted/reflected in the September 30, 2024 valuation.

The Florida Retirement System has adopted new mortality tables for 2024 and the Florida Statutes Chapter 112.63(1)(f) requires that these be adopted for 2024 valuations or 2025 valuations. These new mortality tables will increase assumed life expectancies for both males and females, which once adopted, will increase liabilities for the Pension Fund, which will decrease the funded ratio, and increase City contribution requirements. We recommend the Board adopt the new mortality tables coincident with the September 30, 2025 actuarial valuation.

Benefit Changes

The September 30, 2024 valuation reflects changes in relation to City Ordinance No. 23-060. This ordinance increases the maximum annual pension benefit from 75% of final average salary to 100% of final average salary, and increases the \$100,000 dollar maximum pension payment for members hired on or after October 1, 2012 to \$115,000. The impact of the benefit change increased the actuarial accrued liability by \$1.6 million and increased the estimated employer contributions by approximately \$267,000 and decreased the funded ratio by 0.45%.

Pursuant to the Department of Management Services, Division of Retirement - Local Retirement Rule 60T-1.004 Actuarial Impact Statements.

(4) Actuarial impact statements supporting benefit changes shall provide for contribution and contribution rate changes to be effective as follows:

(a) For prospective or retroactive increases in the benefit formula of active or inactive members – not later than the first day of the fiscal year *next* following the enactment date of the legal instrument providing the benefit increase.

Since the enactment date of Ordinance No. 23-060 was February 5, 2024, contribution changes from the impact statement were required beginning October 1, 2024. Since the City and the Utilities Authority contributed the increased annual required amounts during the fiscal year ending September 30, 2024 which were more than sufficient to cover the amounts for the following year, no additional contributions are necessary for the fiscal year ending September 30, 2025 above the rates determined in the September 30, 2023 actuarial valuation.

This valuation also reflects the change in maximum participation in the DROP from five years to six years. This change had a de minimis impact on contributions and obligations.



Summary of Valuation Results

September 30, 2024

Observed Experience

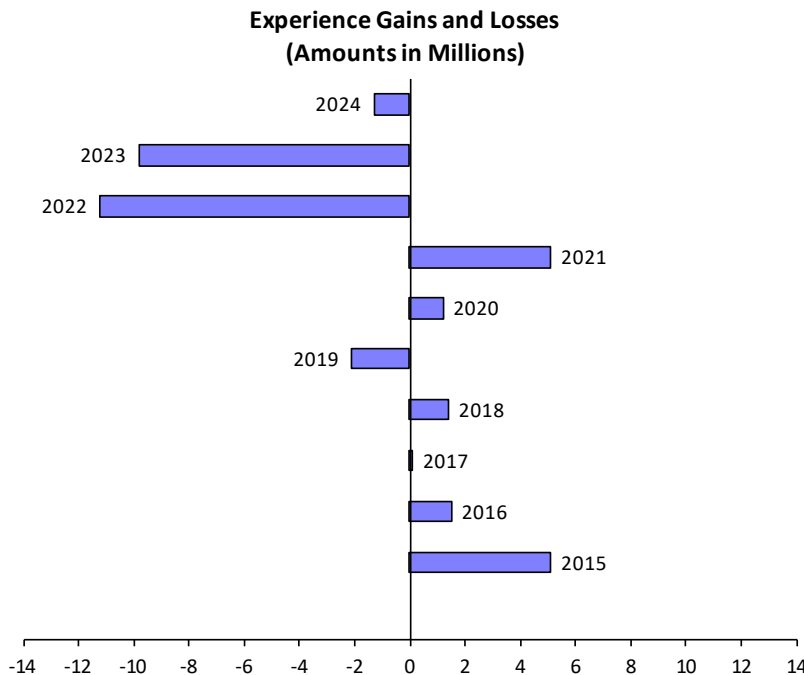
While the investment return on market value was 22.09%, the recognized rate of investment return was 7.40% due to averaging investment experience over the last four years. The recognized investment return was slightly more than the 7.25% assumed return for fiscal year 2024. This was favorable and slightly offset the aggregate experience loss. Note that each year's investment experience gain (loss) is spread over four years in equal dollar installments to reduce the effect of market volatility on contribution rates.

Demographic experience varied among the divisions. The principal deviations from projected demographic experience were:

- 8.5% average pay increases across all the divisions vs. 5.2% expected (unfavorable);
- Fewer terminations than expected for General and Utilities Authority (unfavorable);
- More than expected retiree mortality experience for General and Police (favorable);
- Fewer than expected retiree mortality experience for Utilities Authority (unfavorable); and
- 10-year average payroll growths were less than the 4.0% assumed for Utilities Authority and for Police (unfavorable for unfunded liability contribution rates).

The net effect of the preceding experience factors was an aggregate experience loss of \$1,292,776.

Year-to-year experience variations are expected and normal in the operation of a retirement system as members vary their activities and economic conditions change. The expectation is that the favorable years and unfavorable years will tend to cancel over 5 to 10-year periods.



Derivation of the current year's gain is located on Page B-3.

Summary of Valuation Results

September 30, 2024

Valuation Results - Contribution Requirement

The percent-of-payroll contribution requirements for the 2025-2026 fiscal year are:

| | General | Utilities Authority | Police |
|-----------------|-------------|------------------------|-------------|
| Members | | | |
| -Bargaining | 5.16 % | 6.16 % | 5.16 % |
| -Non-Bargaining | 5.16 | 6.16 | 5.16 |
| Employer for | | | |
| -Bargaining | 19.74 % | 21.80 % | 20.38 % |
| -Non-Bargaining | 19.74 | 21.80 | 20.38 |
| -Illustrative | \$2,966,441 | \$3,965,227 | \$1,967,061 |

For comparison, the percent-of-payroll contribution requirements for the 2024-2025 fiscal year based on last year's valuation are:

| | General | Utilities Authority | Police |
|-----------------|-------------|------------------------|-------------|
| Members | | | |
| -Bargaining | 5.16 % | 6.16 % | 5.16 % |
| -Non-Bargaining | 5.16 | 6.16 | 5.16 |
| Employer for | | | |
| -Bargaining | 18.57 % | 21.51 % | 18.17 % |
| -Non-Bargaining | 18.57 | 21.51 | 18.17 |
| -Illustrative | \$2,572,414 | \$3,597,236 | \$1,720,739 |

Comparative contribution information is shown on page B-2. Composition of the current contribution rates is shown on page B-1.

Summary of Valuation Results

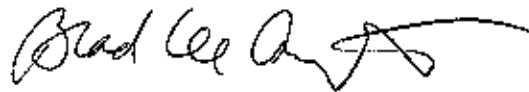
September 30, 2024

Cost-of-Living Adjustment (COLA)

Section 13 - 43 of the City's Code of Ordinances provides for a COLA if the investment return of the fund exceeds that required to satisfy the actuarial interest assumption, which did happen this year. In addition, the cumulative value of any COLA's granted since 1999 may not exceed the cumulative net actuarial gains since 1999. Page B-11 shows the cumulative value of COLA's and net actuarial gains/(losses) since 1999. The present balance is (\$71,854,564). So even though the recognized rate of investment return for the last fiscal year of 7.40% exceeded the actuarial interest assumption of 7.25%, no COLA could be provided under Section 13 - 43 until the Retirement and Benefit System's future actuarial gains exceed \$71,854,564 plus interest. Given the cumulative net actuarial loss balance, this COLA provision is not likely to operate for the indefinite future.

Certification

This actuarial valuation was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation report. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation report.



Brad Lee Armstrong, ASA, EA, FCA, MAAA [23-5614]

3/7/2025

Date

Other Observations

General Implications of Contribution Allocation Procedure or Funding Policy on Future Expected Contributions and Funded Status

Given the System's contribution allocation procedure, if all actuarial assumptions are met (including the assumption of the Retirement and Benefit System earning 7.25% on the Market Value of Assets), it is expected that:

1. The employer normal cost is sufficient to cover the cost of benefits accruing each year;
2. The Unfunded Actuarial Accrued Liabilities (UAAL) will continue to be amortized according to the schedules on pages B-7 through B-9, but may not be completely paid off in the definite future; and
3. The funded status of the Retirement and Benefit System will continue to increase gradually towards a 100% funded ratio.

The computed contribution shown on page B-1 may be considered as a minimum contribution rate that complies with the Board's funding policy. The timely receipt of the actuarially determined contributions is critical to support the financial health of the plan. Users of this report should be aware that contributions made at the actuarially determined rate do not necessarily guarantee benefit security.

Limitations of Funded Status Measurements

Unless otherwise indicated, a funded status measurement presented in this report is based upon the Actuarial Accrued Liability (AAL) and the Funding Value of Assets (FVA). Unless otherwise indicated, with regard to any funded status measurements presented in this report:

1. The measurement is inappropriate for assessing the sufficiency of Retirement System assets to cover the estimated cost of settling the Retirement and Benefit System's benefit obligations; for example, transferring the liability to an unrelated third party in a market value type transaction.
2. The measurement is dependent upon the Actuarial Cost Method which, in combination with the Retirement System's amortization policy, affects the timing and amounts of future contributions. The amounts of future contributions will most certainly differ from those assumed in this report due to future actual experience differing from assumed experience based upon the actuarial assumptions. A funded status measurement in this report of 100% is not synonymous with no required future contributions. Even if the funded status is over 100%, the Retirement and Benefit System would still require future normal cost contributions (i.e., contributions to cover the cost of active membership accruing an additional year of service credit).
3. The measurement would produce a different result if the Market Value of Assets (MVA) were used instead of the FVA, unless the MVA is used in the measurement.

Other Observations

Limitations of Project Scope

Actuarial standards do not require the actuary to evaluate the ability of the plan sponsor or other contributing entities to make required contributions to the plan when due. Such an evaluation was not within the scope of this project and is not within the actuary's domain of expertise. Consequently, the actuary performed no such evaluation.

Risks to Future Employer Contribution Requirements

There are ongoing risks to future employer contribution requirements to which the Retirement and Benefit System is exposed, such as:

- Actual and Assumed Investment Rate of Return
- Actual and Assumed Mortality Rates
- Amortization Policy

In particular, the assumed investment rate of return, while reasonable, may produce annual losses over 50% of the time, even if average returns over a multi-year period meet the assumed rate. We believe the investment return assumption should be monitored and reviewed on an annual basis.

Risk Measures – Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures, as illustrated in this report, are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the System's funded status); and changes in plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the plan's future financial condition include:

1. **Investment Risk** – actual investment returns may differ from the expected returns;
2. **Asset/Liability Mismatch** – changes in asset values may not match changes in liabilities, thereby altering the gap between the accrued liability and assets and consequently altering the funded status and contribution requirements;
3. **Contribution Risk** – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base. The continuing ability of the plan sponsor to make the contributions necessary to fund the plan is outside our scope of expertise and was not performed by GRS;
4. **Salary and Payroll Risk** – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
5. **Longevity Risk** – members may live longer or shorter than expected and receive pensions for a period of time other than assumed; and
6. **Other Demographic Risks** – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return since the most recent actuarial valuation is less (or more) than the assumed rate, the cost of the plan can be expected to increase (or decrease). Likewise, if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

Risk Measures

(\$ Amounts in Thousands)

| Actuarial Valuation Date (9/30) | (1) Funding Value of Assets | (2) Actuarial Accrued Liability (AAL) | (3) Unfunded AAL (UAAL) (2) - (1) | (4) Payroll | (5) Funded Ratio (1) / (2) | (6) Retiree Liabilities (RetLiab) | (7) RetLiab / AAL (6)/(2) | (8) AAL / Payroll (2) / (4) | (9) Assets / Payroll (1) / (4) | (10) UAAL / Payroll (3) / (4) | (11) Non-Invest. Cash Flow (NICF) | (12) NICF / Assets (11)/(1) | (13) Market Rate of Return | (14) 5-year Trailing Average |
|---------------------------------|--------------------------------|--|--------------------------------------|----------------|-------------------------------|--------------------------------------|------------------------------|--------------------------------|-----------------------------------|----------------------------------|--------------------------------------|--------------------------------|-------------------------------|---------------------------------|
| 2018 | \$ 200,087 | \$ 221,431 | \$ 21,344 | \$ 29,264 | 90.4% | \$ 137,926 | 62.3% | 756.7% | 683.7% | 72.9% | \$ (7,435) | (3.7)% | 10.3% | 8.4% |
| 2019 | 208,092 | 231,143 | 23,051 | 31,804 | 90.0% | 145,327 | 62.9% | 726.8% | 654.3% | 72.5% | (7,852) | (3.8)% | 2.6% | 6.9% |
| 2020 * | 216,567 | 239,844 | 23,277 | 32,563 | 90.3% | 150,865 | 62.9% | 736.6% | 665.1% | 71.5% | (8,208) | (3.8)% | 9.6% | 8.5% |
| 2021 * | 229,477 | 256,316 | 26,839 | 32,304 | 89.5% | 163,876 | 63.9% | 793.4% | 710.4% | 83.1% | (8,624) | (3.8)% | 18.9% | 10.3% |
| 2022 | 227,174 | 265,344 | 38,170 | 34,291 | 85.6% | 171,503 | 64.6% | 773.8% | 662.5% | 111.3% | (9,168) | (4.0)% | (16.1)% | 4.4% |
| 2023 | 227,673 | 276,284 | 48,611 | 37,025 | 82.4% | 177,891 | 64.4% | 746.2% | 614.9% | 131.3% | (9,573) | (4.2)% | 10.2% | 4.3% |
| 2024 * | 236,387 | 287,814 | 51,427 | 39,634 | 82.1% | 181,482 | 63.1% | 726.2% | 596.4% | 129.8% | (7,853) | (3.3)% | 22.1% | 8.0% |

* Revised benefit provisions and/or actuarial assumptions.

(5). The funded ratio is the most widely known measure of a plan's financial strength, but the trend in the funded ratio is much more important than the absolute ratio. The funded ratio should trend to 100%. As it approaches 100%, it is important to re-evaluate the level of investment risk in the portfolio and potentially to re-evaluate the assumed rate of return.

(6) and (7). The ratio of retiree liabilities to total accrued liabilities gives an indication of the maturity of the system. As the ratio increases, cash flow needs increase, and the liquidity needs of the portfolio change. A ratio on the order of 50% indicates a maturing system.

(8) and (9). The ratio of liabilities and assets to payroll gives an indication of both maturity and volatility. Many systems have ratios between 500% and 700%. Ratios significantly above that range may indicate difficulty in supporting the benefit level as a level % of payroll.

(10) The ratio of unfunded liability to payroll gives an indication of the plan sponsor's ability to actually pay off the unfunded liability. A ratio above approximately 300% or 400% may indicate difficulty in discharging the unfunded liability within a reasonable time frame.

(11) and (12). A positive net cash flow means contributions exceed benefits and expenses. A negative cash flow means benefits and expenses exceed contributions, and existing funds may be used to make payments. A certain amount of negative net cash flow is generally expected to occur when benefits are prefunded through a qualified trust. Large negative net cash flows as a percent of assets may indicate a super-mature plan or a need for additional contributions.

(13) and (14). Investment return is probably the largest single risk that most systems face. The year-by-year return and the five-year geometric average both give an indication of the reasonableness of the system's assumed return. Of course, past performance is not a guarantee of future results. Market rate shown is based on an actuarial estimation method and will differ modestly from figures reported by the investment consultant.

Low-Default-Risk Obligation Measure

Introduction

In December 2021, the Actuarial Standards Board (ASB) adopted a revision to Actuarial Standard of Practice (ASOP) No. 4, *Measuring Pension Obligations and Determining Pension Plan Costs or Contributions*. The revised ASOP No. 4 requires the calculation and disclosure of a liability referred to by the ASOP as the “Low-Default-Risk Obligation Measure” (LDROM). The rationale that the ASB cited for the calculation and disclosure of the LDROM was included in the Transmittal Memorandum of ASOP No. 4 and is presented below (emphasis added):

“The ASB believes that the calculation and disclosure of this measure provides **appropriate, useful information for the intended user regarding the funded status of a pension plan**. The calculation and disclosure of this additional measure is **not intended to suggest that this is the “right” liability measure** for a pension plan. However, the ASB does believe that **this additional disclosure provides a more complete assessment of a plan’s funded status and provides additional information regarding the security of benefits that members have earned as of the measurement date.**”

Comparing the Accrued Liabilities and the LDROM

One of the fundamental financial objectives of the City of Fort Pierce Retirement and Benefit System is to finance each member’s retirement benefits over the period from the member’s date of hire until the member’s projected date of retirement (entry age actuarial cost method) as a level percentage of payroll. To fulfill this objective, the discount rate that is used to value the accrued liabilities is set equal to the **expected return** on the System’s diversified portfolio of assets (referred to sometimes as the investment return assumption). The current investment return assumption is 7.25%.

The LDROM is meant to approximately represent the lump sum cost to a plan to purchase low-default-risk fixed income securities whose resulting cash flows essentially replicate in timing and amount the benefits earned (or the costs accrued) as of the measurement date. The LDROM is very dependent upon market interest rates at the time of the LDROM measurement. The lower the market interest rates, the higher the LDROM, and vice versa. The LDROM results presented in this report are based on the projected unit credit actuarial cost method and discount rates based upon the September 2024 Treasury Yield Curve Spot Rates (end of month). The 1-, 5-, 10-, and 30-year rates follow: **4.04%, 3.54%, 3.66%** and **4.14%**. This measure may not be appropriate for assessing the need for or amount of future contributions. This measure may not be appropriate for assessing the sufficiency of plan assets to cover the estimated cost of settling the plan’s benefit obligation.

The difference between the two measures (Valuation and LDROM) is one illustration of the savings the sponsor anticipates by taking on risk in a diversified portfolio.

| Valuation Accrued Liabilities | LDROM |
|-------------------------------|---------------|
| \$287,813,525 | \$404,290,070 |

SECTION B

VALUATION RESULTS

**Contributions to Finance Benefits of the
Retirement and Benefit System
for the Plan Year Beginning October 1, 2025
to be Contributed during the Fiscal Year
Beginning October 1, 2025**

| Contributions for | Contributions Expressed as Percents of Active Member Payroll | | |
|--|---|--------------------------------|---------------------------|
| | General Members | Utilities Authority | Police Members |
| Normal Cost | | | |
| Service pensions | 13.04 % | 11.79 % | 13.78 % |
| Disability pensions | 0.46 | 0.45 | 0.98 |
| Death-in-service pensions | 0.35 | 0.39 | 0.26 |
| Deferred service pensions | 2.76 | 2.81 | 2.24 |
| Refunds of member contributions | 0.65 | 0.75 | 0.40 |
| Total Normal Cost | <u>17.26</u> | <u>16.19</u> | <u>17.66</u> |
| Unfunded Actuarial Accrued Liability ⁽¹⁾ | | | |
| Retired members and beneficiaries | 0.00 | 0.00 | 0.00 |
| Active and vested terminated members | 6.91 | 10.25 | 7.11 |
| Total Unf'd. Actuarial Accrued Liability | <u>6.91</u> | <u>10.25</u> | <u>7.11</u> |
| Administrative Expenses | 0.73 | 0.73 | 0.73 |
| Total Unadjusted Computed Contribution | 24.90 | 27.17 | 25.50 |
| Adjustments to Computed Contribution | | | |
| FS 112.64 (5) Compliance | 0.00 | 0.79 | 0.04 |
| Full funding credit ⁽²⁾ | 0.00 | 0.00 | 0.00 |
| Total Adjustments | <u>0.00</u> | <u>0.79</u> | <u>0.04</u> |
| Total Adjusted Contribution Requirement ⁽³⁾ | 24.90 | 27.96 | 25.54 |
| Member portion | 5.16 | 6.16 | 5.16 |
| Employer portion | 19.74 | 21.80 | 20.38 |

⁽¹⁾ Financing period schedules begin on page B-7.

⁽²⁾ This is a temporary credit toward the contribution requirement.

⁽³⁾ FS 112.64 (2) states that "the total contributions to the retirement system or plan shall be sufficient to meet the normal cost of the retirement system or plan and to amortize the unfunded liability." Therefore, the Total Adjusted Contribution for the System shall be no less than Total Normal Cost for the System including the Administrative Expense Load.

FS 112.64 requires employer contributions to be deposited not less frequently than quarterly. Member contributions, which are in addition to the Employer contributions, must be deposited immediately after each pay period.



Recommended and Actual Contributions Comparative Statement

| Fiscal Date | Valuation Date | Percentage-of-Payroll Contributions | | | Dollar Contributions@ | |
|------------------|----------------|-------------------------------------|---------------------|----------------|---------------------------|--------------|
| | | General Members | Utilities Authority | Police Members | Proj. Funding Requirement | Actual \$ |
| 81/82 (b) | 9/80 | 7.67 % | 8.02 % | 10.56 % | \$ 823,764 | \$ 1,039,755 |
| 86/87 (b) | 9/85 | 7.42 % | 8.06 % | 8.96 % | 1,432,339 | 1,611,703 |
| 91/92 (b) | 9/90 | 6.94 % | 6.92 | 8.61 % | 2,044,895 | 2,301,274 |
| 96/97 (b) | 9/95 | 4.79 % | 5.34 | 4.98 % | 1,877,033 | 2,270,176 |
| 01/02 (b) | 9/00 | 0.00 % | 0.26 | 0.00 % | 906,649 | 2,158,784 |
| 02/03 (b) | 9/01 | 2.91 | 1.10 | 0.00 | 2,048,079 | 2,271,079 |
| 03/04 | 9/02 | 4.67 | 3.23 | 1.38 | 2,893,397 | 3,610,663 |
| 04/05 | 9/03 | 6.15 | 4.93 | 3.76 | 3,948,626 | 5,634,357 |
| 05/06 | 9/04 | 8.01 | 6.23 | 6.76 | 6,283,117 | 8,975,380 |
| 06/07 | 9/05 | 11.05 | 11.94 | 14.14 | 3,624,157 | 4,114,963 |
| 07/08 (b) | 9/06 | 11.59 | 11.01 | 14.88 | 3,939,766 | 4,082,846 |
| 08/09 (b) | 9/07 | 9.71 | 10.06 | 12.26 | 3,517,935 | 3,580,089 |
| 09/10 | 9/08 | 10.36 | 10.67 | 12.79 | 3,964,443 | 3,377,350 |
| 10/11 | 9/09 | 11.06 | 11.86 | 12.97 | 3,999,560 | 3,181,447 |
| 11/12 (b) | 9/10 | 12.59 | 14.08 | 13.51 | 3,937,037 | 3,566,751 |
| 12/13 (b) | 9/11 | 16.50 | 18.51 | 15.83 | 4,860,538 | 4,266,803 |
| 13/14 (b) | 9/12 | 16.20 | 17.41 | 15.33 | 4,676,221 | 4,356,127 |
| 14/15 | 9/13 | 14.61 | 16.81 | 13.76 | 4,242,676 | 4,093,268 |
| 15/16 | 9/14 | 15.03 | 16.30 | 13.76 | 4,196,009 | 4,211,311 |
| 16/17 (b) | 9/15 | 14.89 | 16.23 | 14.61 | 4,296,532 | 4,565,884 |
| 17/18 (b) | 9/16 | 17.35 | 17.92 | 11.98 | 4,878,739 | 4,909,654 |
| 18/19 | 9/17 | 16.99 | 18.11 | 12.00 | 5,029,181 | 5,240,707 |
| 19/20 (b) | 9/18 | 16.77 | 17.58 | 11.86 | 5,074,604 | 5,343,484 |
| 20/21 | 9/19 | 16.82 | 16.46 | 13.31 | 5,456,288 | 5,328,802 |
| 21/22 (c) | 9/20 | 17.14 | 16.92 | 13.39 | 5,716,263 | 5,758,891 |
| 22/23 (b) | 9/21 | 17.13 | 17.96 | 14.62 | 5,934,799 | 6,367,089 |
| 23/24 (b) | 9/22 | 17.86 | 21.32 | 18.05 | 7,176,734 | 7,996,158 |
| 24/25 | 9/23 | 18.57 | 21.51 | 18.17 | 7,890,389 | |
| 25/26 | 9/24 | 19.32 | 21.32 | 19.14 | 8,628,622 | |
| 25/26 (b) | 9/24 | 19.74 | 21.80 | 20.38 | 8,898,729 | |

* Prior to 9/30/96 the minimum employer contribution required in accordance with Sec. 21.3 of the Retirement and Benefit System Ordinance was 7.60% for General and Utilities Authority, 9.61% for Police. Prior to the 9/98 actuarial valuation, reimbursement of investment expenses (approx. 2% of payroll) were included in the contribution requirement. The plan was amended 4/98 to allow payment of investment expenses out of investment income.

@ Actual Employer contributions are determined by applying the Employer's contribution rate to the emerging payroll. Projected funding requirement is derived from the City portion of the contribution rates on page B-1. The payroll was increased by a factor of 1.0816 (1.04^2) to reflect projected payroll growth to the beginning of the fiscal year during which the contribution will be made. Prior to the valuation date of 9/30/05, dollar contributions included Fire members.

(b) After changes in benefit provisions and/or actuarial assumptions and cost methods.

(c) Reflects contribution rates in accordance with an actuarial impact statement performed after the regular valuation.



Experience Gain/(Loss) Year Ended September 30, 2024

| | Divisions | | | Total |
|---|--------------------|------------------------|-------------------|--------------------|
| | General Members | Utilities Authority | Police Members | |
| Derivation | | | | |
| (1) UAAL* at start of year | \$15,357,163 | \$23,292,964 | \$9,960,410 | \$48,610,537 |
| (2) Employer normal cost for year | 1,718,667 | 1,730,455 | 1,098,513 | 4,547,635 |
| (3) Employer contributions | 2,586,429 | 3,662,280 | 1,747,449 | 7,996,158 |
| (4) Interest accrued: .0725 x [(1) + ½ [(2) – (3)]] | 1,081,938 | 1,618,711 | 698,606 | 3,399,255 |
| (5) Expected UAAL before changes: [(1) + (2) - (3) + (4)] | 15,571,339 | 22,979,850 | 10,010,080 | 48,561,269 |
| (6) Effect of assumption changes | 0 | 0 | 0 | 0 |
| (7) Effect of cost method changes/ accounting and timing differences | 0 | 0 | 0 | 0 |
| (8) Effect of benefit changes | 311,426 | 557,673 | 703,657 | 1,572,756 |
| (9) Expected UAAL after changes | 15,882,765 | 23,537,523 | 10,713,737 | 50,134,025 |
| (10) Actual UAAL | 17,121,304 | 24,723,827 | 9,581,670 | 51,426,801 |
| (11) Gain/(loss): (9) - (10) | (1,238,539) | (1,186,304) | 1,132,067 | (1,292,776) |
| Gain/(loss) reconciliation | | | | |
| Investment Gain/(loss) | 103,485 | 151,809 | 89,460 | 344,753 |
| Demographic & Other Gain/(loss) | <u>(1,342,024)</u> | <u>(1,338,113)</u> | <u>1,042,607</u> | <u>(1,637,529)</u> |
| Total | (1,238,539) | (1,186,304) | 1,132,067 | (1,292,776) |

* UAAL represents Unfunded Actuarial Accrued Liability.



Development of Funding Value of Retirement System Assets

| Year Ended September 30: | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|---|------------------|--------------------|----------------|------------------|---------------------|----------------|---------------------|
| A. Funding Value Beginning of Year | \$216,567,027 | \$229,477,208 | \$227,174,205 | \$227,673,367 | | | |
| B. Market Value End of Year | 246,661,634 | 198,590,004 | 208,773,290 | 246,179,812 | | | |
| C. Market Value Beginning of Year | 215,450,747 | 246,661,634 | 198,590,004 | 208,773,290 | | | |
| D. Non-Investment Net Cash Flow | (8,624,145) | (9,168,170) | (9,573,218) | (7,853,041) | | | |
| E. Investment Income | | | | | | | |
| E1. Market Total: B - C - D | 39,835,032 | (38,903,460) | 19,756,504 | 45,259,563 | | | |
| E2. Amount for Immediate Recognition | 15,919,122 | 16,304,751 | 16,123,101 | 16,221,646 | | | |
| E3. Amount for Phased-In Recognition: E1 - E2 | 23,915,910 | (55,208,211) | 3,633,403 | 29,037,917 | | | |
| F. Phased-In Recognition of Investment Income | | | | | | | |
| F1. Current Year: 0.25 x E3 | 5,978,978 | (13,802,053) | 908,351 | 7,259,479 | | | |
| F2. First Prior Year | 864,005 | 5,978,978 | (13,802,053) | 908,351 | \$ 7,259,479 | | |
| F3. Second Prior Year | (2,480,514) | 864,005 | 5,978,978 | (13,802,053) | 908,351 | \$ 7,259,479 | |
| F4. Third Prior Year | <u>1,252,735</u> | <u>(2,480,514)</u> | <u>864,003</u> | <u>5,978,976</u> | <u>(13,802,052)</u> | <u>908,350</u> | <u>\$ 7,259,480</u> |
| F5. Total Recognized Investment Gain | 5,615,204 | (9,439,584) | (6,050,721) | 344,753 | (5,634,222) | 8,167,829 | 7,259,480 |
| G. Funding Value End of Year: A + D + E2 + F5 | 229,477,208 | 227,174,205 | 227,673,367 | 236,386,725 | | | |
| H. Difference between Market & Funding Value | 17,184,426 | (28,584,201) | (18,900,077) | 9,793,087 | | | |
| I. Recognized Rate of Return | 10.15% | 3.05% | 4.53% | 7.40% | | | |
| J. Market Value Return | 18.87% | (16.07%) | 10.19% | 22.09% | | | |

The Funding Value of Assets recognizes assumed investment income (Line E2) fully each year. Differences between actual and assumed investment income (Line E3) are phased-in over a closed four-year period. During periods when investment performance exceeds the assumed rate, the Funding Value of Assets will tend to be less than Market Value. During periods when investment performance is less than the assumed rate, the Funding Value of Assets will tend to be greater than Market Value. If assumed rates are exactly realized for three consecutive years, it will become equal to Market Value.



Funding Progress Indicators # – Historical Comparison

(\$ Amounts in Thousands)

| Valuation Date | Indicator (1) | Indicator (2) | | | Indicator (3) | | |
|--------------------|-----------------|------------------|----------------|--------------|---------------|----------------|------------------|
| | Gain/ (Loss) | Valuation Assets | AAL* | Funded Ratio | Unfunded AAL | Member Payroll | Ratio to Payroll |
| 9/30/00 (b) | \$ 6,465 | \$ 162,020 | \$ 129,969 | 125 % | \$ (32,051) | \$33,312 | (96) % |
| 9/30/01 (b) | (6,086) | 165,023 | 137,067 | 120 | (27,955) | 35,600 | (79) |
| 9/30/02 (b) | (10,908) | 167,050 | 149,437 | 112 | (17,610) | 37,037 | (48) |
| 9/30/03 | (9,845) | 168,943 | 162,127 | 104 | (6,816) | 40,313 | (17) |
| 9/30/04 | (11,328) | 171,558 | 186,671 | 92 | 15,113 | 43,544 | 35 |
| 9/30/05 | (2,296) | 185,776 | 216,534 | 86 | 30,758 | 48,880 | 63 |
| 9/30/06 (b) | 3,801 | 120,062 | 130,861 | 92 | 10,800 | 30,532 | 35 |
| 9/30/07 (b) | 9,087 | 135,944 | 138,610 | 98 | 2,666 | 30,984 | 9 |
| 9/30/08 | (3,888) | 143,467 | 150,475 | 95 | 7,008 | 32,952 | 21 |
| 9/30/09 | (4,060) | 147,094 | 158,755 | 93 | 11,661 | 31,016 | 38 |
| 9/30/10 (b) | (3,429) | 148,691 | 164,865 | 90 | 16,174 | 26,779 | 60 |
| 9/30/11 (b) | (8,690) | 142,463 | 167,683 | 85 | 25,220 | 25,744 | 98 |
| 9/30/12 (b) | 854 | 147,618 | 171,745 | 86 | 24,127 | 25,842 | 93 |
| 9/30/13 | 4,086 | 157,145 | 177,505 | 89 | 20,360 | 25,199 | 81 |
| 9/30/14 | 4,960 | 167,451 | 182,407 | 92 | 14,956 | 25,150 | 59 |
| 9/30/15 (b) | 5,140 | 177,624 | 191,986 | 93 | 14,362 | 25,475 | 56 |
| 9/30/16 (b) | 1,460 | 185,171 | 207,945 | 89 | 22,774 | 27,493 | 83 |
| 9/30/17 | 69 | 192,300 | 215,142 | 89 | 22,842 | 28,563 | 80 |
| 9/30/18 (b) | 1,383 | 200,087 | 221,431 | 90 | 21,344 | 29,264 | 73 |
| 9/30/19 | (2,072) | 208,092 | 231,143 | 90 | 23,051 | 31,804 | 72 |
| 9/30/20 (b) | 1,202 | 216,567 | 239,844 | 90 | 23,277 | 32,563 | 71 |
| 9/30/21 (b) | 5,088 | 229,477 | 256,316 | 90 | 26,839 | 32,304 | 83 |
| 9/30/22 | (11,171) | 227,174 | 265,344 | 86 | 38,170 | 34,291 | 111 |
| 9/30/23 | (9,848) | 227,673 | 276,284 | 82 | 48,611 | 37,025 | 131 |
| 9/30/24 | (1,293) | 236,387 | 286,241 | 83 | 49,854 | 39,634 | 126 |
| 9/30/24 (b) | (1,293) | 236,387 | 287,814 | 82 | 51,427 | 39,634 | 130 |

Excludes Fire after 9/05 valuation date.

* Actuarial Accrued Liabilities.

(b) After changes in benefit provisions and/or actuarial assumptions.



Unfunded Actuarial Accrued Liability

(\$ Amounts in Thousands)*

| | September 30, 2024 | | | September 30, 2023 | | |
|---|--------------------|------------------------|-------------------|--------------------|------------------------|-------------------|
| | General Members | Utilities Authority | Police Members | General Members | Utilities Authority | Police Members |
| A. Actuarial present value of future benefits | \$104,890 | \$147,133 | \$83,965 | \$98,953 | \$140,055 | \$80,849 |
| B. Actuarial present value of future normal costs | 16,813 | 18,318 | 13,044 | 15,082 | 16,553 | 11,938 |
| C. Actuarial accrued liability | 88,077 | 128,815 | 70,922 | 83,871 | 123,502 | 68,911 |
| D. Funding value of assets | 70,956 | 104,091 | 61,340 | 68,514 | 100,209 | 58,951 |
| E. Unfunded actuarial accrued liability | 17,121 | 24,724 | 9,582 | 15,357 | 23,293 | 9,960 |
| F. Funded Ratio | 80.6% | 80.8% | 86.5% | 81.7% | 81.1% | 85.5% |

* Totals may not sum exactly due to rounding.

Sources and Financing of Unfunded Actuarial Accrued Liability General Members

| Year Established | Initial Years | Years Remaining | Unf'd. Act. Accr. Liab. | | Amortization Factor | Amortization Payment* | % of Payroll Contribution* | |
|---------------------------|------------------|--------------------|-------------------------|-------------------|------------------------|--------------------------|-------------------------------|---------------|
| | | | Initial Amount | Current Amount | | | | |
| Initial Unfunded | | | | | | | | |
| 1981 | 34 | 1 | \$ 2,135,178 | \$ 8,045 | 0.9848 | \$ 8,169 | 0.06 % | |
| Experience Changes | | | | | | | | |
| 1992 | 30 | 1 | (260,310) | (4,493) | 0.9848 | (4,562) | (0.03) | |
| 1993 | 30 | 1 | (1,200,305) | (40,504) | 0.9848 | (41,130) | (0.30) | |
| 1994 | 30 | 1 | (298,407) | (19,510) | 0.9848 | (19,812) | (0.14) | |
| 1995 | 30 | 1 | (571,245) | (71,727) | 0.9848 | (72,836) | (0.52) | |
| 1996 | 30 | 2 | (328,506) | (78,734) | 1.9397 | (40,591) | (0.29) | |
| 1997 | 30 | 3 | (1,697,188) | (580,119) | 2.8657 | (202,436) | (1.46) | |
| 1998 | 30 | 4 | (1,095,283) | (473,475) | 3.7636 | (125,803) | (0.91) | |
| 1999 | 30 | 5 | (888,248) | (454,454) | 4.6343 | (98,062) | (0.71) | |
| 2000 | 30 | 6 | (1,366,921) | (793,613) | 5.4787 | (144,855) | (1.04) | |
| 2001 | 30 | 7 | 1,108,179 | 711,375 | 6.2974 | 112,963 | 0.81 | |
| 2002 | 30 | 8 | 2,074,314 | 1,441,021 | 7.0914 | 203,208 | 1.46 | |
| 2003 | 30 | 9 | 2,097,459 | 1,551,522 | 7.8613 | 197,363 | 1.42 | |
| 2004 | 30 | 10 | 2,013,373 | 1,565,472 | 8.6078 | 181,867 | 1.31 | |
| 2005 | 30 | 11 | 208,003 | 168,243 | 9.3317 | 18,029 | 0.13 | |
| 2006 | 30 | 12 | (1,561,550) | (1,302,718) | 10.0337 | (129,834) | (0.93) | |
| 2007 | 30 | 13 | (3,153,776) | (2,694,120) | 10.7144 | (251,448) | (1.81) | |
| 2008 | 30 | 14 | 1,535,312 | 1,334,675 | 11.3745 | 117,339 | 0.84 | |
| 2009 | 30 | 15 | 1,306,244 | 1,149,676 | 12.0146 | 95,690 | 0.69 | |
| 2010 | 30 | 16 | 301,258 | 267,199 | 12.6353 | 21,147 | 0.15 | |
| 2011 | 30 | 17 | 3,140,943 | 2,796,412 | 13.2372 | 211,254 | 1.52 | |
| 2012 | 30 | 18 | (171,717) | (152,899) | 13.8208 | (11,063) | (0.08) | |
| 2013 | 30 | 19 | (1,386,129) | (1,230,476) | 14.3868 | (85,528) | (0.62) | |
| 2014 | 30 | 20 | (1,482,476) | (1,359,739) | 14.9356 | (91,040) | (0.66) | |
| 2015 | 30 | 21 | (2,209,363) | (2,057,256) | 15.4678 | (133,003) | (0.96) | |
| 2016 | 30 | 22 | (358,467) | (342,517) | 15.9838 | (21,429) | (0.15) | |
| 2017 | 30 | 23 | 91,437 | 87,106 | 16.4842 | 5,284 | 0.04 | |
| 2018 | 30 | 24 | (494,242) | (487,080) | 16.9695 | (28,703) | (0.21) | |
| 2019 | 30 | 25 | 358,225 | 360,155 | 17.4400 | 20,651 | 0.15 | |
| 2020 | 30 | 26 | 259,654 | 265,182 | 17.8963 | 14,818 | 0.11 | |
| 2021 | 30 | 27 | (1,612,209) | (1,663,615) | 18.3388 | (90,716) | (0.65) | |
| 2022 | 30 | 28 | 3,171,364 | 3,275,843 | 18.7678 | 174,546 | 1.26 | |
| 2023 | 30 | 29 | 2,648,307 | 2,696,677 | 19.1839 | 140,570 | 1.01 | |
| 2024 | 30 | 30 | 1,238,539 | 1,238,539 | 19.5873 | 63,232 | 0.46 | |
| Benefit Changes | | | | | | | | |
| 1996 | 30 | 2 | (126,041) | (30,209) | 1.9397 | (15,574) | (0.11) | |
| 1998 | 30 | 4 | (4,204) | (1,819) | 3.7636 | (483) | 0.00 | |
| 2000 | 30 | 6 | 416,125 | 241,595 | 5.4787 | 44,097 | 0.32 | |
| 2004 | 30 | 10 | 603,572 | 469,299 | 8.6078 | 54,520 | 0.39 | |
| 2005 | 30 | 11 | 2,422,727 | 1,959,629 | 9.3317 | 209,996 | 1.51 | |
| 2006 | 30 | 12 | 1,820,155 | 1,518,457 | 10.0337 | 151,335 | 1.09 | |
| 2010 | 30 | 16 | 421,454 | 373,806 | 12.6353 | 29,584 | 0.21 | |
| 2011 | 30 | 17 | (604,106) | (537,842) | 13.2372 | (40,631) | (0.29) | |
| 2012 | 30 | 18 | (520,387) | (463,357) | 13.8208 | (33,526) | (0.24) | |
| 2018 | 30 | 24 | 54,741 | 54,031 | 16.9695 | 3,184 | 0.02 | |
| 2021 | 30 | 27 | 818,427 | 844,524 | 18.3388 | 46,051 | 0.33 | |
| 2024 | 30 | 29 | 311,426 | 311,426 | 19.1839 | 16,234 | 0.12 | |
| Assumption Changes | | | | | | | | |
| 1995 | 30 | 1 | 822,391 | 102,878 | 0.9848 | 104,469 | 0.75 | |
| 2001 | 30 | 7 | (571,357) | (366,401) | 6.2974 | (58,183) | (0.42) | |
| 2011 | 30 | 17 | 154,468 | 137,568 | 13.2372 | 10,393 | 0.07 | |
| 2015 | 30 | 21 | 1,398,986 | 1,303,404 | 15.4678 | 84,266 | 0.61 | |
| 2016 | 30 | 22 | 3,523,964 | 3,369,224 | 15.9838 | 210,790 | 1.52 | |
| 2020 | 30 | 26 | 708,269 | 723,345 | 17.8963 | 40,419 | 0.29 | |
| 2021 | 30 | 27 | 1,939,800 | 2,001,653 | 18.3388 | 109,149 | 0.79 | |
| Totals | | | | | \$17,121,304 | | \$959,369 | 6.91 % |

* Actual wage growth over the past 10 years has been 5.75% versus the 4.0% assumed. FS 112 requires use of the 10-year average if less than assumed. This has been used in the above calculation as required.



Sources and Financing of Unfunded Actuarial Accrued Liability Utilities Authority Members

| Year Established | Initial Years | Years Remaining | Unf'd. Act. Accr. Liab. | | Amortization Factor | Amortization Payment* | % of Payroll Contribution* |
|---------------------------|------------------|--------------------|-------------------------|---------------------|------------------------|--------------------------|-------------------------------|
| | | | Initial Amount | Current Amount | | | |
| Initial Unfunded | | | | | | | |
| 1981 | 34 | 5 | \$3,349,127 | \$ 159,850 | 4.5396 | \$ 35,213 | 0.21 % |
| Experience Changes | | | | | | | |
| 1989 | 30 | 5 | (130,266) | (6,249) | 4.5396 | (1,377) | (0.01) |
| 1990 | 30 | 5 | 407,412 | 41,518 | 4.5396 | 9,146 | 0.05 |
| 1991 | 30 | 5 | (238,416) | (37,836) | 4.5396 | (8,335) | (0.05) |
| 1992 | 30 | 5 | (388,969) | (82,679) | 4.5396 | (18,213) | (0.11) |
| 1993 | 30 | 5 | (1,360,632) | (367,577) | 4.5396 | (80,972) | (0.48) |
| 1994 | 30 | 5 | (978,978) | (299,596) | 4.5396 | (65,996) | (0.39) |
| 1995 | 30 | 5 | (974,186) | (336,907) | 4.5396 | (74,215) | (0.44) |
| 1996 | 30 | 5 | (940,560) | (358,040) | 4.5396 | (78,871) | (0.47) |
| 1997 | 30 | 5 | (2,192,535) | (900,325) | 4.5396 | (198,328) | (1.18) |
| 1998 | 30 | 5 | (2,534,640) | (1,105,276) | 4.5396 | (243,475) | (1.45) |
| 1999 | 30 | 5 | (1,141,977) | (522,205) | 4.5396 | (115,034) | (0.68) |
| 2000 | 30 | 5 | (1,309,143) | (621,330) | 4.5396 | (136,869) | (0.81) |
| 2001 | 30 | 5 | 1,593,737 | 780,816 | 4.5396 | 172,002 | 1.02 |
| 2002 | 30 | 5 | 2,859,829 | 1,435,847 | 4.5396 | 316,295 | 1.88 |
| 2003 | 30 | 5 | 2,692,574 | 1,376,973 | 4.5396 | 303,326 | 1.80 |
| 2004 | 30 | 5 | 1,574,647 | 815,896 | 4.5396 | 179,729 | 1.07 |
| 2005 | 30 | 5 | 225,846 | 118,006 | 4.5396 | 25,995 | 0.15 |
| 2006 | 30 | 5 | (2,695,199) | (1,414,330) | 4.5396 | (311,555) | (1.85) |
| 2007 | 30 | 13 | (3,178,605) | (2,517,008) | 10.1802 | (247,245) | (1.47) |
| 2008 | 30 | 14 | 1,783,264 | 1,440,844 | 10.7687 | 133,800 | 0.80 |
| 2009 | 30 | 15 | 2,272,126 | 1,863,201 | 11.3344 | 164,384 | 0.98 |
| 2010 | 30 | 16 | 2,668,679 | 2,210,214 | 11.8784 | 186,070 | 1.11 |
| 2011 | 30 | 17 | 4,692,517 | 3,909,079 | 12.4014 | 315,212 | 1.87 |
| 2012 | 30 | 18 | (1,001,517) | (835,966) | 12.9043 | (64,782) | (0.39) |
| 2013 | 30 | 19 | (1,332,212) | (1,110,540) | 13.3878 | (82,952) | (0.49) |
| 2014 | 30 | 20 | (2,039,760) | (1,894,419) | 13.8527 | (136,754) | (0.81) |
| 2015 | 30 | 21 | (1,615,435) | (1,522,074) | 14.2997 | (106,441) | (0.63) |
| 2016 | 30 | 22 | 178,810 | 174,439 | 14.7294 | 11,843 | 0.07 |
| 2017 | 30 | 23 | (528,606) | (515,905) | 15.1426 | (34,070) | (0.20) |
| 2018 | 30 | 24 | (355,475) | (352,575) | 15.5399 | (22,688) | (0.13) |
| 2019 | 30 | 25 | 173,150 | 175,595 | 15.9219 | 11,029 | 0.07 |
| 2020 | 30 | 26 | (170,366) | (176,787) | 16.2891 | (10,853) | (0.06) |
| 2021 | 30 | 27 | (2,161,897) | (2,249,313) | 16.6423 | (135,157) | (0.80) |
| 2022 | 30 | 28 | 4,594,718 | 4,727,547 | 16.9818 | 278,390 | 1.66 |
| 2023 | 30 | 29 | 4,723,688 | 4,746,851 | 17.3082 | 274,255 | 1.63 |
| 2024 | 30 | 30 | 1,186,304 | 1,186,304 | 17.6221 | 67,319 | 0.40 |
| Benefit Changes | | | | | | | |
| 1996 | 30 | 2 | 1,797,497 | 373,769 | 1.9235 | 194,322 | 1.16 |
| 1998 | 30 | 4 | (6,868) | (2,632) | 3.7016 | (711) | (0.00) |
| 2000 | 30 | 6 | 217,608 | 113,698 | 5.3453 | 21,271 | 0.13 |
| 2005 | 30 | 11 | 5,714,128 | 4,257,822 | 8.9316 | 476,712 | 2.83 |
| 2007 | 30 | 13 | 879,772 | 696,656 | 10.1802 | 68,432 | 0.41 |
| 2011 | 30 | 17 | (859,973) | (716,397) | 12.4014 | (57,767) | (0.34) |
| 2012 | 30 | 18 | (837,844) | (699,348) | 12.9043 | (54,195) | (0.32) |
| 2018 | 30 | 24 | 57,583 | 57,114 | 15.5399 | 3,675 | 0.02 |
| 2021 | 30 | 27 | 1,257,940 | 1,308,804 | 16.6423 | 78,643 | 0.47 |
| 2024 | 30 | 29 | 557,673 | 557,673 | 17.3082 | 32,220 | 0.19 |
| Assumption Changes | | | | | | | |
| 1995 | 30 | 1 | 1,262,801 | 135,164 | 0.9806 | 137,836 | 0.82 |
| 2001 | 30 | 7 | (1,106,750) | (643,179) | 6.1200 | (105,094) | (0.62) |
| 2011 | 30 | 17 | 695,546 | 579,422 | 12.4014 | 46,722 | 0.28 |
| 2015 | 30 | 21 | 2,088,919 | 1,968,195 | 14.2997 | 137,639 | 0.82 |
| 2016 | 30 | 22 | 4,976,532 | 4,854,866 | 14.7294 | 329,603 | 1.96 |
| 2020 | 30 | 26 | 865,657 | 898,282 | 16.2891 | 55,146 | 0.33 |
| 2021 | 30 | 27 | 2,929,424 | 3,047,875 | 16.6423 | 183,141 | 1.09 |
| Totals | | | | \$24,723,827 | | \$1,857,421 | 11.04 % |

* Actual wage growth over the past 10 years has been 3.12%, versus the 4.0% assumed. FS 112 requires use of the 10-year average if less than assumed. This has been used in the above calculation as required.



Sources and Financing of Unfunded Actuarial Accrued Liability Police Members

| Year Established | Initial Years | Years Remaining | Unf'd. Act. Accr. Liab. | | Amortization Factor | Amortization Payment* | % of Payroll Contribution* |
|---------------------------|------------------|--------------------|-------------------------|--------------------|------------------------|--------------------------|-------------------------------|
| | | | Initial Amount | Current Amount | | | |
| Initial Unfunded | | | | | | | |
| 1981 | 34 | 4 | \$ (92,516) | \$ (109,132) | 3.7583 | \$ (29,038) | (0.33) % |
| Experience Changes | | | | | | | |
| 1991 | 30 | 4 | (203,783) | (39,781) | 3.7583 | (10,585) | (0.12) |
| 1992 | 30 | 4 | (212,982) | (46,784) | 3.7583 | (12,448) | (0.14) |
| 1993 | 30 | 4 | (924,672) | (236,594) | 3.7583 | (62,952) | (0.71) |
| 1994 | 30 | 4 | (461,122) | (129,134) | 3.7583 | (34,360) | (0.39) |
| 1995 | 30 | 4 | (631,047) | (200,139) | 3.7583 | (53,252) | (0.60) |
| 1996 | 30 | 4 | (985,977) | (353,664) | 3.7583 | (94,102) | (1.05) |
| 1997 | 30 | 4 | (2,131,299) | (864,504) | 3.7583 | (230,025) | (2.58) |
| 1998 | 30 | 4 | 769,031 | 366,408 | 3.7583 | 97,493 | 1.09 |
| 1999 | 30 | 5 | (1,200,250) | (671,707) | 4.6262 | (145,196) | (1.63) |
| 2000 | 30 | 6 | (597,465) | (377,042) | 5.4672 | (68,964) | (0.77) |
| 2001 | 30 | 7 | 578,886 | 401,755 | 6.2821 | 63,952 | 0.72 |
| 2002 | 30 | 8 | 1,258,164 | 940,592 | 7.0718 | 133,006 | 1.49 |
| 2003 | 30 | 9 | 1,317,638 | 1,044,661 | 7.8370 | 133,299 | 1.49 |
| 2004 | 30 | 10 | 2,033,822 | 1,688,908 | 8.5784 | 196,879 | 2.21 |
| 2005 | 30 | 11 | (40,822) | (35,152) | 9.2969 | (3,781) | (0.04) |
| 2006 | 30 | 12 | 455,702 | 403,589 | 9.9931 | 40,387 | 0.45 |
| 2007 | 30 | 13 | (2,754,392) | (2,491,529) | 10.6677 | (233,558) | (2.62) |
| 2008 | 30 | 14 | 569,652 | 523,173 | 11.3214 | 46,211 | 0.52 |
| 2009 | 30 | 15 | 481,424 | 446,708 | 11.9548 | 37,366 | 0.42 |
| 2010 | 30 | 16 | 458,881 | 428,262 | 12.5686 | 34,074 | 0.38 |
| 2011 | 30 | 17 | 856,807 | 801,272 | 13.1634 | 60,871 | 0.68 |
| 2012 | 30 | 18 | 319,593 | 298,428 | 13.7397 | 21,720 | 0.24 |
| 2013 | 30 | 19 | (1,367,523) | (1,271,206) | 14.2982 | (88,907) | (1.00) |
| 2014 | 30 | 20 | (1,437,583) | (1,340,506) | 14.8393 | (90,335) | (1.01) |
| 2015 | 30 | 21 | (1,315,599) | (1,233,787) | 15.3637 | (80,305) | (0.90) |
| 2016 | 30 | 22 | (1,280,599) | (1,226,517) | 15.8718 | (77,277) | (0.87) |
| 2017 | 30 | 23 | 368,606 | 391,290 | 16.3641 | 23,911 | 0.27 |
| 2018 | 30 | 24 | (533,546) | (583,000) | 16.8412 | (34,617) | (0.39) |
| 2019 | 30 | 25 | 1,540,385 | 1,735,905 | 17.3035 | 100,321 | 1.12 |
| 2020 | 30 | 26 | (1,291,696) | (1,422,093) | 17.7515 | (80,111) | (0.90) |
| 2021 | 30 | 27 | (1,306,987) | (1,459,340) | 18.1856 | (80,247) | (0.90) |
| 2022 | 30 | 28 | 3,405,092 | 3,603,852 | 18.6062 | 193,691 | 2.17 |
| 2023 | 30 | 29 | 2,475,587 | 2,520,037 | 19.0138 | 132,537 | 1.49 |
| 2024 | 30 | 30 | (1,132,067) | (1,132,067) | 19.4088 | (58,328) | (0.65) |
| Benefit Changes | | | | | | | |
| 1996 | 30 | 2 | (52,503) | (14,173) | 1.9383 | (7,312) | (0.08) |
| 1998 | 30 | 4 | 866,643 | 412,916 | 3.7583 | 109,867 | 1.23 |
| 2000 | 30 | 6 | 154,856 | 97,725 | 5.4672 | 17,875 | 0.20 |
| 2002 | 30 | 8 | (2,757) | (2,061) | 7.0718 | (291) | (0.00) |
| 2005 | 30 | 11 | 3,376,647 | 2,907,697 | 9.2969 | 312,760 | 3.50 |
| 2006 | 30 | 12 | 21,867 | 19,367 | 9.9931 | 1,938 | 0.02 |
| 2010 | 30 | 16 | 144,060 | 134,448 | 12.5686 | 10,697 | 0.12 |
| 2011 | 30 | 17 | (576,034) | (538,696) | 13.1634 | (40,924) | (0.46) |
| 2012 | 30 | 18 | (211,273) | (197,284) | 13.7397 | (14,359) | (0.16) |
| 2018 | 30 | 24 | (508) | (555) | 16.8412 | (33) | (0.00) |
| 2021 | 30 | 27 | 283,739 | 315,086 | 18.1856 | 17,326 | 0.19 |
| 2024 | 30 | 29 | 703,657 | 703,657 | 19.0138 | 37,008 | 0.41 |
| Assumption Changes | | | | | | | |
| 1995 | 30 | 1 | 576,369 | 82,926 | 0.9844 | 84,239 | 0.94 |
| 2000 | 30 | 6 | 93,418 | 58,954 | 5.4672 | 10,783 | 0.12 |
| 2001 | 30 | 7 | 418,050 | 290,132 | 6.2821 | 46,184 | 0.52 |
| 2011 | 30 | 17 | 577,020 | 539,621 | 13.1634 | 40,994 | 0.46 |
| 2015 | 30 | 21 | 1,193,697 | 1,119,501 | 15.3637 | 72,867 | 0.82 |
| 2016 | 30 | 22 | 1,395,375 | 1,336,444 | 15.8718 | 84,203 | 0.94 |
| 2020 | 30 | 26 | 136,958 | 150,784 | 17.7515 | 8,494 | 0.10 |
| 2021 | 30 | 27 | 1,615,538 | 1,794,019 | 18.1856 | 98,651 | 1.11 |
| Totals | | | | \$9,581,670 | | \$638,297 | 7.15 % |

* Actual wage growth over the past 10 years has been 3.93%, versus the 4.0% assumed. FS 112 requires use of the 10-year average if less than assumed. This has been used in the above calculation as required.



Actuarial Balance Sheet – September 30, 2024

(\$ Amounts in Thousands)*

Present Resources and Expected Future Resources

| | Utilities | | | Total |
|---|-----------------|-------------------|----------------|-----------|
| | General Members | Authority Members | Police Members | |
| A. Funding value of plan assets: | | | | |
| 1. Net assets from plan financial statements (Market) | \$73,896 | \$ 108,403 | \$ 63,881 | \$246,180 |
| 2. Funding value adjustment | (2,940) | (4,312) | (2,541) | (9,793) |
| 3. Funding value of assets | \$70,956 | \$ 104,091 | \$ 61,340 | \$236,387 |
| B. Actuarial present value of expected future employer contributions: | | | | |
| 1. For normal costs | \$ 11,684 | \$ 11,144 | \$ 9,077 | \$ 31,905 |
| 2. For unfunded actuarial accrued liability | 17,121 | 24,724 | 9,582 | 51,427 |
| 3. Total | \$28,805 | \$ 35,868 | \$ 18,659 | \$ 83,332 |
| C. Actuarial present value of expected future member contributions | 5,129 | 7,174 | 3,967 | 16,270 |
| D. Total Present and Future Resources | \$104,890 | \$ 147,133 | \$ 83,966 | \$335,989 |

Actuarial Present Value of Expected Future Benefit Payments and Reserves

| | Utilities | | | Total |
|--|-----------------|-------------------|----------------|------------|
| | General Members | Authority Members | Police Members | |
| A. To retired members and beneficiaries | \$53,572 | \$ 78,169 | \$49,741 | \$181,482 |
| B. To vested terminated members | 1,771 | 3,002 | 603 | 5,376 |
| C. To present active members: | | | | |
| 1. Allocated to service rendered prior to valuation date | \$32,734 | \$ 47,644 | \$20,578 | \$ 100,956 |
| 2. Allocated to service likely to be rendered after valuation date | 16,813 | 18,318 | 13,044 | 48,175 |
| 3. Total | \$49,547 | \$ 65,962 | \$33,622 | \$149,131 |
| D. Total actuarial present value of expected future benefit payments | \$104,890 | \$147,133 | \$83,966 | \$335,989 |

* Totals may not sum exactly due to rounding.



Cumulative Experience Gains/(Losses)

| Year Ended September 30 | Balance at Beginning of Year | Interest | Gain/(Loss) During Year | Value of Cost- of-Living Adjustment During Year | Balance at End of Year |
|----------------------------|------------------------------------|-------------|----------------------------|--|---------------------------|
| 1999 | \$ - | \$ - | \$ 4,314,699 | \$ 709,305 | \$ 3,605,394 |
| 2000 | 3,605,394 | 288,432 | 6,465,035 | 1,219,607 | 9,139,254 |
| 2001 | 9,139,254 | 731,140 | (6,086,030) | 1,186,656 | 2,597,708 |
| 2002 | 2,597,708 | 207,817 | (10,907,939) | - | (8,102,414) |
| 2003 | (8,102,414) | (648,193) | (9,844,539) | - | (18,595,145) |
| 2004 | (18,595,145) | (1,487,612) | (11,328,205) | - | (31,410,961) |
| 2005 | (31,410,961) | (2,512,877) | (2,296,402) | - | (36,220,240) |
| 2006 * | (18,683,996) | (1,494,720) | 3,801,047 | - | (16,377,668) |
| 2007 | (16,377,668) | (1,310,213) | 9,086,773 | - | (8,601,108) |
| 2008 | (8,601,108) | (688,089) | (3,888,228) | - | (13,177,425) |
| 2009 | (13,177,425) | (1,054,194) | (4,059,794) | - | (18,291,413) |
| 2010 | (18,291,413) | (1,463,313) | (3,428,818) | - | (23,183,544) |
| 2011 | (23,183,544) | (1,854,684) | (8,690,267) | - | (33,728,495) |
| 2012 | (33,728,495) | (2,698,280) | 853,641 | - | (35,573,134) |
| 2013 | (35,573,134) | (2,845,851) | 4,085,864 | - | (34,333,121) |
| 2014 | (34,333,121) | (2,746,650) | 4,959,820 | - | (32,119,951) |
| 2015 | (32,119,951) | (2,569,596) | 5,140,356 | - | (29,549,191) |
| 2016 | (29,549,191) | (2,290,062) | 1,460,257 | - | (30,378,996) |
| 2017 | (30,378,996) | (2,354,372) | 68,563 | - | (32,664,805) |
| 2018 | (32,664,805) | (2,531,522) | 1,383,263 | - | (33,813,064) |
| 2019 | (33,813,064) | (2,620,512) | (2,071,760) | - | (38,505,336) |
| 2020 | (38,505,336) | (2,984,164) | 1,202,408 | - | (40,287,092) |
| 2021 | (40,287,092) | (3,021,532) | 5,088,261 | - | (38,220,363) |
| 2022 | (38,220,363) | (2,770,976) | (11,171,174) | - | (52,162,513) |
| 2023 | (52,162,513) | (3,781,782) | (9,847,582) | - | (65,791,877) |
| 2024 | (65,791,877) | (4,769,911) | (1,292,776) | - | (71,854,564) |

* After removing the estimated impact of Fire members.

SECTION C

SUMMARY OF BENEFIT PROVISIONS AND VALUATION DATA SUBMITTED BY THE RETIREMENT AND BENEFIT SYSTEM

Summary of Benefit Provisions (September 30, 2024)

Participation: Participation in the Retirement and Benefit System begins upon employment.

Normal Retirement (no reduction factor for age):

Eligibility - Original members: 20 or more years of service.

All members - General, Utilities Authority: 25 or more years of service regardless of age, or age 60 with 5 or more years of service.

- Police: 25 or more years of service, regardless of age, or age 55 with 5 or more years of service.

Mandatory Retirement Age - None.

Annual Amount - All members: Total service times 3.0% of final average salary.

For members hired prior to October 1, 2012:

- The maximum annual pension benefit shall not exceed 100% of final average salary.

For members hired on or after October 1, 2012:

- The maximum annual pension benefit shall not exceed 100% of final average salary.
- The maximum pension benefit is \$115,000 annually.

The normal form of benefit is a benefit payable for life. Optional forms are available on an actuarial equivalent basis.

Type of Final Average Salary - General: Highest 5 consecutive years out of last 10. Police, Utilities Authority: Highest 5 years out of last 10. Overtime hours included in compensation are limited to 300 hours per fiscal year.

For members hired prior to October 1, 2012: Payments for unused sick and vacation time included in compensation are limited to unused sick and vacation time accrued through September 20, 2012 for General and Police, and July 1, 2011 for Utilities Authority.

For members hired on or after October 1, 2012: Payments for unused sick and vacation time are not included in compensation.

Deferred Retirement Option Plan (DROP) Retirement:

Eligibility - General, Police, and Utilities Authority members: Same as Normal Retirement, election may be made on or after normal retirement eligibility, but not after reaching 30 years of service. Participation in the DROP ends after six years.



Annual Amount - Computed as a normal retirement but based upon service and final average salary at time of DROP election. Member contributions cease and monthly benefits (and post-retirement increases, if any) accumulate in a self-directed DROP account and are payable to the member upon termination of employment.

Deferred Retirement (vested benefit):

Eligibility - 5 or more years of service. Benefit begins upon attaining age 60.

Annual Amount - Computed as a normal retirement but based upon service and final average salary at time of termination.

Duty Disability Retirement:

Eligibility - No age or service requirements if the Retirement Board finds the member to be in receipt of weekly workers' compensation on account of disability in the course of duty.

Annual Amount - Computed as a normal retirement based upon service projected to the end of the duty disability period and final average salary at time of disability. Minimum benefit is 75% of final average salary during the duty disability period. The duty disability period ends on the earlier of the 25th anniversary of the member's hire date or the date the member attains age 65 but not prior to 5 years from the date of duty disability retirement.

Non-Duty Disability Retirement:

Eligibility - 5 or more years of service.

Annual Amount - Computed as a normal retirement but based upon service and final average salary at time of disability.

Duty Death Before Retirement:

Eligibility - No age or service requirements. Benefits begin upon termination of workers' compensation.

Annual Amount - A benefit equal to the same amount that was paid by workers' compensation to the spouse until death, to unmarried children under 18 and dependent parents.

Non-Duty Death Before Retirement:

Eligibility - 5 or more years of service.

Annual Amount - Computed as a normal retirement but actuarially reduced in accordance with a 100% joint and survivor election.



Post-Retirement Increases: COLA may be granted from investment returns in excess of actuarial interest assumption, not to exceed 3%.

Military Service: May be purchased by members who meet the eligibility conditions.

Member Contributions: General: 5.16% of annual salary
 Police: 5.16% of annual salary
 Utilities Authority: 6.16% of annual salary

Employer Contributions: Actuarially determined amounts which together with member contributions are sufficient to at least cover the requirements of the funding objective stated on page A-1.

Accounting Information Submitted for Valuation

Revenues and Expenditures

| | Year Ended | |
|-------------------------------------|---------------|---------------|
| | 9/30/2024 | 9/30/2023 |
| Revenues: | | |
| a. Member contributions: | | |
| General | \$ 747,619 | \$ 685,391 |
| Police | 500,567 | 450,450 |
| Utilities Authority | 1,057,046 | 972,255 |
| b. Employer contributions: | | |
| General | 2,586,429 | 2,276,505 |
| Police | 1,747,449 | 1,283,944 |
| Utilities Authority | 3,662,280 | 2,806,640 |
| c. Investment income: | | |
| 1. Interest and dividends | 4,437,502 | 4,152,163 |
| 2. Gain or loss on sales | 22,323,475 | (1,217,521) |
| 3. Unrealized gain/loss | 19,378,572 | 17,674,668 |
| d. Total revenues | \$ 56,440,939 | \$ 29,084,495 |
| Expenditures: | | |
| a. Refunds of member contributions: | | |
| General | \$ 108,341 | \$ 161,460 |
| Police | 142,919 | 97,132 |
| Utilities Authority | 107,980 | 306,502 |
| b. Benefits paid: | | |
| General | 5,708,438 | 5,061,469 |
| Police | 3,960,682 | 4,331,292 |
| Utilities Authority | 7,786,168 | 7,803,703 |
| c. Investment expenses | 879,985 | 852,805 |
| d. Administrative expenses | 289,817 | 255,600 |
| e. Other | 50,086 | 31,245 |
| f. Total expenditures | \$ 19,034,416 | \$ 18,901,208 |
| Adjustments: | \$ - | \$ - |
| Reserve Increase: | \$ 37,406,523 | \$ 10,183,287 |

Market Value of Assets

| | 9/30/2024 | 9/30/2023 |
|--------------------------|----------------|----------------|
| Cash | \$ 5,411,369 | \$ 0 |
| Receivables & Accruals | 909,812 | 794,639 |
| Other short-term | 3,381,679 | 1,422,666 |
| Real Estate | 23,723,121 | 25,391,429 |
| Bonds - corporate | 27,633,338 | 27,241,343 |
| - government | 28,497,904 | 22,376,645 |
| Stocks - common | 156,680,062 | 144,085,822 |
| - mutual funds | 0 | 0 |
| Other - prepaid expenses | 1,904 | 189,925 |
| Total assets | 246,239,189 | 221,502,469 |
| Less accounts payable | 59,377 | 12,729,179 |
| Net assets | \$ 246,179,812 | \$ 208,773,290 |



Retired Member and Beneficiary Data September 30, 2024 Tabulated by Valuation Divisions

| Valuation Divisions | No. | Annual Benefits | Average Benefit | Actuarial Value of Benefits |
|-----------------------------|------------|---------------------|-----------------|-----------------------------|
| General Members | 218 | \$ 5,362,266 | \$ 24,598 | \$ 53,572,056 |
| Utilities Authority Members | 256 | 7,723,996 | 30,172 | 78,168,832 |
| Police Members | 102 | 4,669,182 | 45,776 | 49,740,654 |
| Totals | 576 | \$17,755,444 | \$30,825 | \$181,481,542 |

| Divisions | All Retirements Averages | | | New Age and Service Retired Members Added During Year Ended 9/30/2024 Averages | | |
|-----------------------------|--------------------------|----------------|-------------------------|--|------|-----------------|
| | Attained Age | Retirement Age | Current Annual Benefits | No. | Age | Annual Benefits |
| | General Members | 70.6 | 59.5 | \$ 24,598 | 9 | 60.8 |
| Utilities Authority Members | 70.7 | 58.4 | 30,172 | 5 | 64.4 | 36,246 |
| Police Members | 66.1 | 53.2 | 45,776 | 4 | 53.8 | 67,379 |

Retired Member and Beneficiary Data Historical Comparison

| Period | Added | | Removed | | Net Increase | | End of Period | | Expected Removals | |
|----------------|-----------|-----------------|-----------|-----------------|--------------|-----------------|---------------|-------------------|-------------------|----------------|
| | No. | Annual Benefits | No. | Annual Benefits | No. | Annual Benefits | No. | Annual Benefits | No. | Benefits |
| 9/30/90 | 19 | \$ 284,294 | 8 | \$ 50,713 | 11 | \$ 233,581 | 217 | \$ 1,750,107 | 7 | \$ 40,904 |
| 9/30/91 | 12 | 166,933 | 12 | 40,397 | 0 | 126,536 | 217 | 1,876,643 | 8 | 48,142 |
| 9/30/92 | 19 | 279,791 | 6 | 12,185 | 13 | 267,606 | 230 | 2,144,249 | 7 | 46,602 |
| 9/30/93 | 26 | 505,107 | 8 | 102,192 | 18 | 402,915 | 248 | 2,547,164 | 8 | 53,142 |
| 9/30/94 | 20 | 319,610 | 8 | 59,627 | 12 | 259,983 | 260 | 2,807,147 | 9 | 58,237 |
| 9/30/95 | 22 | 481,651 | 9 | 41,888 | 13 | 439,763 | 273 | 3,246,910 | 9 | 64,542 |
| 9/30/96 | 12 | 177,476 | 9 | 54,301 | 3 | 123,175 | 276 | 3,370,085 | 8 | 61,052 |
| 9/30/97 | 20 | 311,526 | 11 | 62,949 | 9 | 248,577 | 285 | 3,618,662 | 9 | 66,449 |
| 9/30/98 | 35 | 833,113 | 9 | 47,534 | 27 | 785,579 | 311 | 4,404,241 | 9 | 72,632 |
| 9/30/99 | 25 | 507,447 | 15 | 126,797 | 10 | 380,650 | 321 | 4,784,891 | 10 | 82,380 |
| 9/30/00 | 27 | 646,116 | 14 | 129,198 | 13 | 516,918 | 334 | 5,301,809 | 10 | 90,589 |
| 9/30/01 | 23 | 628,192 | 15 | 97,296 | 8 | 530,896 | 342 | 5,832,705 | 10 | 97,991 |
| 9/30/02 | 23 | 526,601 | 3 | 33,319 | 20 | 493,282 | 362 | 6,325,987 | 10 | 109,931 |
| 9/30/03 | 17 | 313,250 | 5 | 42,129 | 12 | 271,121 | 374 | 6,597,108 | 11 | 121,871 |
| 9/30/04 | 25 | 705,692 | 3 | 44,505 | 22 | 661,187 | 396 | 7,258,295 | 11 | 132,981 |
| 9/30/05 | 11 | 354,475 | 22 | 266,853 | (11) | 87,622 | 385 | 7,345,917 | 12 | 149,279 |
| 9/30/06 * | 37 | 1,017,845 | 99 | 2,907,201 | (62) | (1,889,356) | 323 | 5,456,561 | 10 | 109,462 |
| 9/30/07 | 32 | 820,021 | 18 | 202,924 | 14 | 617,097 | 337 | 6,073,658 | 11 | 126,496 |
| 9/30/08 | 23 | 635,039 | 12 | 184,195 | 11 | 450,844 | 348 | 6,524,502 | 11 | 138,459 |
| 9/30/09 | 55 | 1,551,148 | 16 | 182,856 | 39 | 1,368,292 | 387 | 7,892,794 | 12 | 149,577 |
| 9/30/10 | 56 | 2,229,035 | 14 | 177,196 | 42 | 2,051,839 | 429 | 9,944,633 | 12 | 170,609 |
| 9/30/11 | 26 | 672,328 | 16 | 239,318 | 10 | 433,010 | 439 | 10,377,643 | 13 | 197,045 |
| 9/30/12 | 27 | 746,421 | 14 | 251,747 | 13 | 494,674 | 452 | 10,872,317 | 14 | 196,990 |
| 9/30/13 | 32 | 927,561 | 15 | 134,978 | 17 | 792,583 | 469 | 11,664,900 | 14 | 214,174 |
| 9/30/14 | 40 | 890,500 | 20 | 262,625 | 20 | 627,875 | 489 | 12,292,775 | 14 | 232,649 |
| 9/30/15 | 31 | 739,422 | 19 | 262,533 | 12 | 476,889 | 501 | 12,769,664 | 15 | 249,235 |
| 9/30/16 | 24 | 653,823 | 26 | 380,819 | (2) | 273,004 | 499 | 13,042,668 | 16 | 270,359 |
| 9/30/17 | 19 | 382,822 | 13 | 154,607 | 6 | 228,215 | 505 | 13,270,883 | 14 | 249,276 |
| 9/30/18 | 32 | 777,459 | 20 | 342,128 | 12 | 435,331 | 517 | 13,706,214 | 14 | 267,842 |
| 9/30/19 | 31 | 1,018,350 | 22 | 345,024 | 9 | 673,326 | 526 | 14,379,540 | 14 | 285,051 |
| 9/30/20 | 25 | 861,733 | 17 | 302,652 | 8 | 559,081 | 534 | 14,938,621 | 14 | 292,501 |
| 9/30/21 | 39 | 1,245,027 | 19 | 268,488 | 20 | 976,539 | 554 | 15,915,160 | 15 | 328,322 |
| 9/30/22 | 33 | 1,144,325 | 21 | 403,988 | 12 | 740,337 | 566 | 16,655,497 | 15 | 349,804 |
| 9/30/23 | 25 | 1,088,744 | 14 | 383,224 | 11 | 705,520 | 577 | 17,361,017 | 15 | 355,359 |
| 9/30/24 | 24 | 882,715 | 25 | 488,288 | (1) | 394,427 | 576 | 17,755,444 | 16 | 386,826 |

* Removed 90 Fire retirees and beneficiaries, and \$2,811,761 annual benefits in the 9/30/2006 valuation.



Retired Members and Beneficiaries Historical Comparison

| Valuation Date | % Increase in Annual Benefits | No. of Active Per Retired | Annual Benefits as % of Active Payroll | Average Benefits |
|-------------------|-------------------------------------|------------------------------|---|---------------------|
| 9/30/90 | 15.4 % | 3.9 | 7.8 % | \$ 8,065 |
| 9/30/91 | 7.2 | 3.9 | 7.9 | 8,648 |
| 9/30/92 | 14.3 | 3.6 | 8.6 | 9,323 |
| 9/30/93 | 18.8 | 3.1 | 10.8 | 10,271 |
| 9/30/94 | 10.2 | 3.0 | 11.6 | 10,797 |
| 9/30/95 | 15.7 | 3.0 | 12.4 | 11,893 |
| 9/30/96 | 3.8 | 3.0 | 12.2 | 12,210 |
| 9/30/97 | 7.4 | 3.2 | 12.1 | 12,697 |
| 9/30/98 | 21.7 | 2.8 | 14.5 | 14,162 |
| 9/30/99 | 8.6 | 2.7 | 15.1 | 14,906 |
| 9/30/00 | 10.8 | 2.7 | 15.9 | 15,874 |
| 9/30/01 | 10.0 | 2.7 | 16.4 | 17,055 |
| 9/30/02 | 8.5 | 2.5 | 17.1 | 17,475 |
| 9/30/03 | 4.3 | 2.5 | 16.4 | 17,639 |
| 9/30/04 | 10.0 | 2.4 | 16.7 | 18,329 |
| 9/30/05 | 1.2 | 2.6 | 15.0 | 19,080 |
| 9/30/06 * | 20.3 | 2.0 | 17.9 | 16,893 |
| 9/30/07 | 11.3 | 2.0 | 19.6 | 18,023 |
| 9/30/08 | 7.4 | 2.0 | 19.8 | 18,749 |
| 9/30/09 | 21.0 | 1.7 | 25.4 | 20,395 |
| 9/30/10 | 26.0 | 1.3 | 37.1 | 23,181 |
| 9/30/11 | 4.4 | 1.3 | 40.3 | 23,639 |
| 9/30/12 | 4.8 | 1.2 | 42.1 | 24,054 |
| 9/30/13 | 7.3 | 1.1 | 46.3 | 24,872 |
| 9/30/14 | 5.4 | 1.1 | 48.9 | 25,139 |
| 9/30/15 | 3.9 | 1.0 | 50.1 | 25,488 |
| 9/30/16 | 2.1 | 1.1 | 47.4 | 26,138 |
| 9/30/17 | 1.7 | 1.1 | 46.5 | 26,279 |
| 9/30/18 | 3.3 | 1.1 | 46.8 | 26,511 |
| 9/30/19 | 4.9 | 1.1 | 45.2 | 27,338 |
| 9/30/20 | 3.9 | 1.1 | 45.9 | 27,975 |
| 9/30/21 | 6.5 | 1.0 | 49.3 | 28,728 |
| 9/30/22 | 4.7 | 1.0 | 48.6 | 29,427 |
| 9/30/23 | 4.2 | 1.0 | 46.9 | 30,088 |
| 9/30/24 | 6.6 | 1.0 | 44.8 | 30,825 |

* Removed 90 Fire retirees and beneficiaries, and \$2,811,761 annual benefits in the 9/30/2006 valuation.

Retired Member and Beneficiary Data as of September 30, 2024 by Type of Benefit Being Paid

| <u>Type of Benefit Being Paid</u> | <u>No.</u> | <u>Annual Benefits</u> | <u>Average Benefits</u> |
|--|------------|------------------------|-------------------------|
| Age and Service Benefits | | | |
| Straight Life - benefit terminating at death of retirant | 210 | \$ 6,836,383 | \$32,554 |
| Option A - 100% joint and survivor benefit* | 122 | 4,119,277 | 33,765 |
| Option B/D/E - 50%/75%/67% joint and survivor benefit* | 114 | 3,898,847 | 34,200 |
| Option C - 10-year certain and life | 26 | 791,831 | 30,455 |
| Other Age and Service Benefits | <u>0</u> | <u>0</u> | <u>0</u> |
| Total Age and Service Benefits | 472 | 15,646,338 | 33,149 |
| Surviving Beneficiary Benefits | 67 | 1,159,811 | 17,311 |
| Casualty Benefits | | | |
| Duty disability | 10 | 373,996 | 37,400 |
| Non-duty disability | 11 | 219,571 | 19,961 |
| Duty death | 2 | 47,846 | 23,923 |
| Non-duty death | <u>14</u> | <u>307,882</u> | <u>21,992</u> |
| Total Casualty Benefits | 37 | 949,295 | 25,657 |
| Total Benefits Being Paid | 576 | \$17,755,444 | \$30,825 |

* Includes Pop-Up provision.

Retired Members and Beneficiaries as of September 30, 2024 by Attained Age

| Age Last Birthday | Age and Service* | | Casualty | | Total | |
|-------------------|------------------|----------------------|-----------|-------------------|------------|----------------------|
| | No. | Annual Benefits | No. | Annual Benefits | No. | Annual Benefits |
| Under 45 | 3 | \$ 17,257 | 0 | \$ - | 3 | \$ 17,257 |
| 45-49 | 4 | 237,537 | 1 | 33,018 | 5 | 270,555 |
| 50-54 | 22 | 1,303,086 | 3 | 86,329 | 25 | 1,389,415 |
| 55-59 | 37 | 1,836,118 | 13 | 373,091 | 50 | 2,209,209 |
| 60-64 | 80 | 2,985,305 | 4 | 94,086 | 84 | 3,079,391 |
| 65-69 | 136 | 3,983,470 | 6 | 134,399 | 142 | 4,117,869 |
| 70-74 | 97 | 2,556,989 | 2 | 59,472 | 99 | 2,616,461 |
| 75-79 | 76 | 2,053,404 | 4 | 96,564 | 80 | 2,149,968 |
| 80-84 | 49 | 1,241,717 | 3 | 47,004 | 52 | 1,288,721 |
| 85-89 | 23 | 390,297 | 1 | 25,332 | 24 | 415,629 |
| 90 & Over | 12 | 200,969 | 0 | - | 12 | 200,969 |
| Totals | 539 | \$ 16,806,149 | 37 | \$ 949,295 | 576 | \$ 17,755,444 |

* Includes Surviving Beneficiary Benefits.

Inactive Vested Members as of September 30, 2024 by Attained Age

| Attained Age | General Members | | Utilities Authority | | Police Members | | TOTAL | |
|---------------|-----------------|---------------------------|---------------------|---------------------------|----------------|---------------------------|-----------|---------------------------|
| | No. | Estimated Annual Benefits | No. | Estimated Annual Benefits | No. | Estimated Annual Benefits | No. | Estimated Annual Benefits |
| Under 30 | | | | | | | | |
| 30-34 | | \$ 0 | 2 | \$ 20,952 | | | 2 | \$ 20,952 |
| 35-39 | 2 | 16,968 | 2 | 28,282 | 1 | \$ 16,320 | 5 | 61,570 |
| 40-44 | 3 | 34,333 | 1 | 46,365 | 2 | 58,363 | 6 | 139,061 |
| 45-49 | | | 3 | 46,741 | | | 3 | 46,741 |
| 50-54 | 1 | 38,381 | 8 | 174,120 | 4 | 54,925 | 13 | 267,426 |
| 55-59 | 8 | 150,876 | 6 | 128,057 | 1 | 7,094 | 15 | 286,027 |
| 60-64 | | | 2 | 33,583 | | | 2 | 33,583 |
| 70-74 | 1 | 1,860 | | | | | 1 | 1,860 |
| TOTALS | 15 | \$ 242,418 | 24 | \$ 478,100 | 8 | \$ 136,702 | 47 | \$ 857,220 |

Active Members Included in Valuation General Members

| Valuation September 30 | Active Members | Vested | | Valuation Payroll | Average | | |
|---------------------------|-------------------|------------------|--|----------------------|-------------|------------|---------------|
| | | Term. Members | | | Age | Service | Pay |
| 2005 | 297 | 7 | | \$ 11,854,374 | 46.4 yrs. | 8.6 yrs. | \$ 39,914 |
| 2006 | 287 | 6 | | 11,206,771 | 46.5 | 8.0 | 39,048 |
| 2007 | 289 | 6 | | 11,131,329 | 47.3 | 8.3 | 38,517 |
| 2008 | 281 | 6 | | 11,949,389 | 47.9 | 9.0 | 42,525 |
| 2009 | 265 | 8 | | 11,108,762 | 47.5 | 8.6 | 41,920 |
| 2010 | 226 | 13 | | 8,874,396 | 46.8 | 8.0 | 39,267 |
| 2011 | 219 | 16 | | 8,488,894 | 47.1 | 8.2 | 38,762 |
| 2012 | 216 | 16 | | 8,625,945 | 47.8 | 8.9 | 39,935 |
| 2013 | 198 | 17 | | 7,765,325 | 48.2 | 9.4 | 39,219 |
| 2014 | 198 | 14 | | 7,912,918 | 48.3 | 9.3 | 39,964 |
| 2015 | 185 | 15 | | 7,383,853 | 48.9 | 9.8 | 39,913 |
| 2016 | 203 | 20 | | 8,738,017 | 48.5 | 8.8 | 43,044 |
| 2017 | 199 | 19 | | 8,858,072 | 48.7 | 9.1 | 44,513 |
| 2018 | 197 | 21 | | 8,802,993 | 48.4 | 8.9 | 44,685 |
| 2019 | 203 | 18 | | 9,532,368 | 48.5 | 8.6 | 46,957 |
| 2020 | 213 | 15 | | 10,215,838 | 48.4 | 8.6 | 47,962 |
| 2021 | 212 | 15 | | 10,496,497 | 48.3 | 8.6 | 49,512 |
| 2022 | 226 | 14 | | 12,047,525 | 47.8 | 7.9 | 53,308 |
| 2023 | 231 | 14 | | 12,807,440 | 47.5 | 7.6 | 55,443 |
| 2024 | 234 | 15 | | 13,893,828 | 48.1 | 7.6 | 59,375 |

Number Added to and Removed from Active Membership General Members

| Year Ended September 30 | Number Added During Year | | Normal Retirement | | Disability Retirement | | Died-in- Service | | Terminations | | | | Active Members End of Year | |
|-------------------------------|-----------------------------------|------------|----------------------|-------------|--------------------------|------------|---------------------|------------|--------------|-----------|------------|--------------|-------------------------------------|------------|
| | A | E | A | E | A | E | A | E | Withdrawal | | Totals | Transfer | | |
| | | | | | | | | | A | E | | | | A |
| 2015 | 14 | 26 | 8 | 10.1 | 0 | 0.4 | 2 | 0.4 | 14 | 2 | 16 | 10.9 | (1) | 185 |
| 2016 | 41 | 23 | 7 | 8.3 | 0 | 0.5 | 0 | 0.4 | 10 | 6 | 16 | 9.9 | | 203 |
| 2017 | 17 | 23 | 7 | 6.7 | 1 | 0.4 | 0 | 0.3 | 14 | 1 | 15 | 16.5 | 2 | 199 |
| 2018 | 32 | 33 | 8 | 8.4 | 1 | 0.4 | 1 | 0.3 | 19 | 4 | 23 | 14.7 | (1) | 197 |
| 2019 | 38 | 31 | 7 | 7.6 | 0 | 0.4 | 0 | 0.2 | 22 | 2 | 24 | 15.6 | (1) | 203 |
| 2020 | 28 | 18 | 5 | 8.4 | 1 | 0.3 | 0 | 0.2 | 12 | 0 | 12 | 17.3 | 0 | 213 |
| 2021 | 27 | 26 | 5 | 11.0 | 1 | 0.4 | 0 | 0.2 | 18 | 2 | 20 | 16.8 | (2) | 212 |
| 2022 | 45 | 31 | 9 | 9.7 | 1 | 0.4 | 0 | 0.2 | 20 | 1 | 21 | 16.2 | 0 | 226 |
| 2023 | 39 | 33 | 10 | 10.6 | 1 | 0.4 | 0 | 0.2 | 22 | 0 | 22 | 19.4 | (1) | 231 |
| 2024 | 27 | 24 | 9 | 10.5 | 0 | 0.4 | 2 | 0.2 | 10 | 3 | 13 | 20.4 | 0 | 234 |
| 10-Year Totals | 308 | 268 | 75 | 91.3 | 6 | 4.0 | 5 | 2.6 | 161 | 21 | 182 | 157.7 | | |

A represents actual number; E represents expected number.



Active Members Included in Valuation Utilities Authority Members

| Valuation September 30 | Active Members | Vested Term. Members | Valuation Payroll | Average | | |
|---------------------------|-------------------|----------------------------|----------------------|-------------|------------|---------------|
| | | | | Age | Service | Pay |
| 2005 | 256 | 12 | \$ 12,754,845 | 46.5 yrs. | 10.1 yrs. | \$ 49,824 |
| 2006 | 263 | 11 | 12,551,346 | 46.6 | 9.6 | 47,724 |
| 2007 | 278 | 10 | 13,494,349 | 46.5 | 9.3 | 48,541 |
| 2008 | 282 | 12 | 13,970,069 | 46.5 | 9.1 | 49,539 |
| 2009 | 266 | 7 | 13,244,000 | 46.0 | 9.3 | 49,789 |
| 2010 | 248 | 8 | 12,119,371 | 46.2 | 9.3 | 48,868 |
| 2011 | 237 | 10 | 11,893,916 | 47.0 | 9.9 | 50,185 |
| 2012 | 237 | 10 | 11,801,344 | 47.2 | 9.9 | 49,795 |
| 2013 | 232 | 9 | 11,534,243 | 46.7 | 9.6 | 49,717 |
| 2014 | 219 | 15 | 11,071,951 | 46.4 | 9.3 | 50,557 |
| 2015 | 228 | 18 | 11,841,919 | 46.3 | 9.1 | 51,938 |
| 2016 | 229 | 16 | 12,588,492 | 46.3 | 9.4 | 54,972 |
| 2017 | 230 | 18 | 12,768,134 | 46.5 | 9.8 | 55,514 |
| 2018 | 242 | 18 | 13,635,436 | 46.4 | 9.5 | 56,345 |
| 2019 | 257 | 15 | 15,141,890 | 46.2 | 9.3 | 58,918 |
| 2020 | 254 | 17 | 15,341,742 | 46.5 | 9.4 | 60,401 |
| 2021 | 244 | 20 | 14,993,204 | 46.0 | 9.4 | 61,448 |
| 2022 | 225 | 18 | 14,329,922 | 46.8 | 9.5 | 63,689 |
| 2023 | 229 | 22 | 15,461,865 | 46.8 | 9.5 | 67,519 |
| 2024 | 241 | 24 | 16,816,858 | 47.3 | 9.4 | 69,779 |

Number Added to and Removed from Active Membership Utilities Authority Members

| Year Ended September 30 | Number Added During Year | | Normal Retirement | | Disability Retirement | | Died-in- Service | | Terminations | | | | Active Members End of Year | |
|-------------------------------|-----------------------------------|------------|----------------------|-------------|--------------------------|------------|---------------------|------------|--------------|-----------|------------|--------------|-------------------------------------|------------|
| | | | | | | | | | Withdrawal | | Totals | | | Transfer |
| | A | E | A | E | A | E | A | E | A | A | A | E | | |
| 2015 | 27 | 19 | 10 | 6.1 | 1 | 0.5 | 0 | 0.4 | 4 | 4 | 8 | 13.5 | 1 | 228 |
| 2016 | 25 | 24 | 6 | 5.3 | 0 | 0.5 | 0 | 0.3 | 15 | 3 | 18 | 15.0 | | 229 |
| 2017 | 19 | 18 | 2 | 6.8 | 0 | 0.5 | 0 | 0.3 | 10 | 6 | 16 | 16.7 | | 230 |
| 2018 | 31 | 19 | 7 | 7.9 | 0 | 0.5 | 0 | 0.3 | 10 | 2 | 12 | 15.5 | | 242 |
| 2019 | 35 | 21 | 6 | 7.9 | 0 | 0.4 | 0 | 0.4 | 12 | 3 | 15 | 17.4 | 1 | 257 |
| 2020 | 19 | 22 | 11 | 8.8 | 0 | 0.4 | 0 | 0.4 | 9 | 2 | 11 | 19.2 | 0 | 254 |
| 2021 | 23 | 33 | 14 | 10.2 | 0 | 0.4 | 1 | 0.3 | 14 | 4 | 18 | 17.9 | 0 | 244 |
| 2022 | 28 | 47 | 13 | 9.6 | 0 | 0.4 | 0 | 0.3 | 34 | 0 | 34 | 16.9 | 0 | 225 |
| 2023 | 26 | 23 | 7 | 9.6 | 0 | 0.4 | 0 | 0.3 | 12 | 4 | 16 | 16.1 | 1 | 229 |
| 2024 | 31 | 19 | 5 | 8.1 | 0 | 0.4 | 0 | 0.3 | 11 | 3 | 14 | 16.9 | 0 | 241 |
| 10-Year Totals | 264 | 245 | 81 | 80.3 | 1 | 4.4 | 1 | 3.3 | 131 | 31 | 162 | 165.1 | | |

A represents actual number; E represents expected number.



Active Members Included in Valuation Police Members

| Valuation September 30 | Active Members | Vested Term. Members | Payroll | Average | | |
|---------------------------|-------------------|----------------------------|------------------|-------------|------------|---------------|
| | | | | Age | Service | Pay |
| 2005 | 105 | 3 | \$ 5,943,309 | 40.9 yrs. | 10.6 yrs. | \$ 56,603 |
| 2006 | 111 | 2 | 6,773,879 | 39.3 | 9.4 | 61,026 |
| 2007 | 106 | 2 | 6,358,225 | 38.9 | 9.4 | 59,983 |
| 2008 | 117 | 2 | 7,032,172 | 39.2 | 9.4 | 60,104 |
| 2009 | 111 | 3 | 6,663,530 | 38.6 | 9.2 | 60,032 |
| 2010 | 102 | 3 | 5,785,106 | 38.4 | 9.0 | 56,717 |
| 2011 | 101 | 4 | 5,361,391 | 38.9 | 9.7 | 53,083 |
| 2012 | 99 | 3 | 5,415,125 | 39.0 | 9.8 | 54,698 |
| 2013 | 106 | 3 | 5,899,165 | 39.2 | 9.2 | 55,653 |
| 2014 | 109 | 2 | 6,165,492 | 38.4 | 8.9 | 56,564 |
| 2015 | 107 | 4 | 6,249,587 | 39.0 | 9.1 | 58,407 |
| 2016 | 100 | 6 | 6,166,648 | 38.3 | 9.0 | 61,666 |
| 2017 | 110 | 8 | 6,937,207 | 37.9 | 8.6 | 63,066 |
| 2018 | 111 | 8 | 6,825,562 | 37.9 | 8.6 | 61,492 |
| 2019 | 107 | 7 | 7,129,571 | 37.6 | 8.2 | 66,632 |
| 2020 | 103 | 8 | 7,005,232 | 37.9 | 8.4 | 68,012 |
| 2021 | 99 | 9 | 6,814,130 | 37.4 | 7.9 | 68,830 |
| 2022 | 108 | 6 | 7,913,942 | 37.2 | 7.8 | 73,277 |
| 2023 | 116 | 8 | 8,755,752 | 38.2 | 7.4 | 75,481 |
| 2024 | 116 | 8 | 8,923,742 | 38.3 | 7.2 | 76,929 |

Number Added to and Removed from Active Membership Police Members

| Year Ended September 30 | Number Added During Year | | Normal Retirement | | Disability Retirement | | Died-in- Service | | Terminations | | | | Active Members End of Year | |
|-------------------------------|-----------------------------------|------------|----------------------|-------------|--------------------------|------------|---------------------|------------|--------------|-----------|-----------|-------------|-------------------------------------|------------|
| | A | E | A | E | A | E | A | E | Withdrawal | | Totals | Transfer | | |
| | | | | | | | | | A | E | | | | A |
| 2015 | 14 | 16 | 2 | 2.0 | 1 | 0.2 | 0 | 0.1 | 11 | 2 | 13 | 5.8 | | 107 |
| 2016 | 15 | 22 | 4 | 3.4 | 0 | 0.2 | 0 | 0.1 | 15 | 3 | 18 | 5.8 | | 100 |
| 2017 | 17 | 5 | 1 | 1.5 | 0 | 0.2 | 1 | 0.1 | 2 | 1 | 3 | 6.6 | (2) | 110 |
| 2018 | 10 | 11 | 4 | 1.9 | 0 | 0.3 | 0 | 0.1 | 5 | 1 | 6 | 7.2 | 1 | 111 |
| 2019 | 8 | 15 | 7 | 4.5 | 1 | 0.3 | 0 | 0.1 | 4 | 0 | 4 | 6.7 | 0 | 107 |
| 2020 | 13 | 17 | 2 | 0.9 | 0 | 0.3 | 0 | 0.1 | 13 | 2 | 15 | 6.4 | 0 | 103 |
| 2021 | 10 | 16 | 5 | 2.1 | 1 | 0.3 | 0 | 0.1 | 8 | 2 | 10 | 6.7 | 2 | 99 |
| 2022 | 13 | 4 | 2 | 1.3 | 0 | 0.1 | 0 | 0.1 | 2 | 0 | 2 | 6.5 | 0 | 108 |
| 2023 | 19 | 11 | 3 | 3.1 | 0 | 0.1 | 0 | 0.1 | 7 | 1 | 8 | 7.0 | 0 | 116 |
| 2024 | 15 | 15 | 4 | 2.4 | 0 | 0.3 | 0 | 0.1 | 11 | 0 | 11 | 8.1 | 0 | 116 |
| 10-Year Totals | 134 | 132 | 34 | 23.1 | 3 | 2.3 | 1 | 1.0 | 78 | 12 | 90 | 66.8 | | |

A represents actual number; E represents expected number.



General Members as of September 30, 2024 by Attained Age and Years of Service

| Attained Age | Years of Service to Valuation Date | | | | | | | Totals | |
|---------------|------------------------------------|-----------|-----------|-----------|-----------|----------|----------|------------|---------------------|
| | 0-4 | 5-9 | 10-14 | 15-19 | 20-24 | 25-29 | 30 Plus | No. | Valuation Payroll |
| 20-24 | 2 | | | | | | | 2 | \$ 84,829 |
| 25-29 | 16 | 1 | | | | | | 17 | 800,304 |
| 30-34 | 11 | 6 | | | | | | 17 | 839,786 |
| 35-39 | 11 | 5 | 2 | 4 | | | | 22 | 1,484,935 |
| 40-44 | 12 | 8 | 1 | 2 | 1 | | | 24 | 1,480,771 |
| 45-49 | 18 | 9 | 1 | 3 | 5 | | | 36 | 2,104,329 |
| 50-54 | 17 | 12 | 5 | 2 | 3 | 6 | | 45 | 2,834,888 |
| 55-59 | 17 | 8 | 2 | 5 | 5 | | | 37 | 2,362,114 |
| 60 | 3 | 1 | 1 | 1 | 1 | | | 7 | 422,286 |
| 61 | 2 | 2 | | | 2 | | | 6 | 443,983 |
| 62 | | | 1 | | | | | 1 | 122,830 |
| 63 | 2 | 1 | | | 1 | | | 4 | 234,063 |
| 64 | 4 | | | | | | | 4 | 125,203 |
| 65 | 3 | | | | | | | 3 | 207,948 |
| 66 | | | | | 1 | | | 1 | 13,051 |
| 69 | | | | | | 1 | | 1 | 85,331 |
| 70 | 2 | 1 | | | | | | 3 | 161,280 |
| 73 | | 1 | | | | | | 1 | 14,230 |
| 74 | | | | 1 | | | | 1 | 48,491 |
| 79 | | | 1 | | 1 | | | 2 | 23,176 |
| Totals | 120 | 55 | 14 | 18 | 20 | 7 | 0 | 234 | \$13,893,828 |

While not used in the financial computations, the following group averages are computed and shown because of their general interest.

Age: 48.1 years
Service: 7.6 years
Annual Pay: \$59,375

Utilities Authority Members as of September 30, 2024 by Attained Age and Years of Service

| Attained Age | Years of Service to Valuation Date | | | | | | | Totals | |
|---------------|------------------------------------|-----------|-----------|-----------|-----------|----------|----------|------------|---------------------|
| | 0-4 | 5-9 | 10-14 | 15-19 | 20-24 | 25-29 | 30 Plus | No. | Valuation Payroll |
| Under 20 | 1 | | | | | | | 1 | \$ 35,853 |
| 20-24 | 5 | | | | | | | 5 | 236,751 |
| 25-29 | 8 | | | | | | | 8 | 423,009 |
| 30-34 | 5 | 5 | | | | | | 10 | 613,787 |
| 35-39 | 14 | 13 | 11 | 2 | | | | 40 | 2,682,077 |
| 40-44 | 14 | 5 | 8 | 7 | 4 | | | 38 | 2,601,097 |
| 45-49 | 8 | 8 | 5 | 5 | 4 | 1 | | 31 | 2,159,423 |
| 50-54 | 16 | 7 | 2 | 6 | 2 | 1 | | 34 | 2,700,204 |
| 55-59 | 10 | 9 | 5 | 7 | 7 | 2 | 1 | 41 | 3,024,760 |
| 60 | 2 | 1 | | 4 | | | | 7 | 548,499 |
| 61 | 1 | | | | | 1 | | 2 | 125,847 |
| 62 | 3 | | | 2 | | | | 5 | 262,759 |
| 63 | 1 | 1 | | | | | | 2 | 121,134 |
| 64 | 1 | 1 | 1 | 1 | | | | 4 | 356,834 |
| 65 | 1 | 1 | | 1 | | | | 3 | 156,765 |
| 66 | | 2 | | 1 | | | | 3 | 212,288 |
| 67 | | 1 | 1 | 2 | 1 | | | 5 | 444,368 |
| 68 | | | | | | | 1 | 1 | 56,102 |
| 72 | 1 | | | | | | | 1 | 55,301 |
| Totals | 91 | 54 | 33 | 38 | 18 | 5 | 2 | 241 | \$16,816,858 |

While not used in the financial computations, the following group averages are computed and shown because of their general interest.

Age: 47.3 years
Service: 9.4 years
Annual Pay: \$69,779

Police Members as of September 30, 2024 by Attained Age and Years of Service

| Attained Age | Years of Service to Valuation Date | | | | | | | Totals | |
|-----------------|------------------------------------|-----------|-----------|----------|----------|----------|----------|------------|----------------------|
| | 0-4 | 5-9 | 10-14 | 15-19 | 20-24 | 25-29 | 30 Plus | No. | Valuation Payroll |
| 20-24 | 7 | | | | | | | 7 | \$ 342,346 |
| 25-29 | 14 | 2 | | | | | | 16 | 987,965 |
| 30-34 | 14 | 7 | 5 | | | | | 26 | 1,830,416 |
| 35-39 | 7 | 6 | 6 | | | | | 19 | 1,474,341 |
| 40-44 | 3 | 4 | 4 | 2 | | | | 13 | 1,129,376 |
| 45-49 | 3 | 4 | 2 | 6 | 5 | | | 20 | 1,880,832 |
| 50-54 | 4 | 1 | 1 | 1 | 2 | | | 9 | 901,439 |
| 55-59 | 1 | | | | 1 | | | 2 | 147,077 |
| 60 | 1 | 1 | | | | | | 2 | 207,127 |
| 68 | 1 | | | | | | | 1 | 11,219 |
| 77 | 1 | | | | | | | 1 | 11,604 |
| Totals | 56 | 25 | 18 | 9 | 8 | 0 | 0 | 116 | \$8,923,742 |

While not used in the financial computations, the following group averages are computed and shown because of their general interest.

Age: 38.3 years
Service: 7.2 years
Annual Pay: \$76,929

SECTION D

ACTUARIAL COST METHOD, ACTUARIAL ESTIMATES AND DEFINITIONS OF TECHNICAL TERMS

Actuarial Cost Method Used for the Valuation

The actuarial cost method is a procedure for allocating the actuarial present value of future benefits and expenses to time periods. The method used for this valuation is the individual entry-age actuarial cost method, and has the following characteristics:

Actuarial Present Value of Future Benefits. Actuarial present values are calculated using the benefit provisions applicable to active members, vested terminated members, and retirees and beneficiaries as of the valuation date using the assumptions summarized elsewhere in this report.

Normal Costs. The actuarial present values for each year of service rendered before and after the valuation date are determined so that:

- (i) The annual normal costs for each individual active member, payable from the member's effective date of employment (or entry age) to projected date of retirement, are sufficient to accumulate the value of the member's benefit at the time of retirement; and
- (ii) Each annual normal cost is a constant percentage of the active member's year-by-year projected pensionable pay.

Actuarial Accrued Liabilities. The actuarial present value of future benefits minus the actuarial present value of normal costs rendered after the valuation date is the Actuarial Accrued Liabilities.

Funding Value of Assets. The accrued assets recognized as of the valuation date for the purpose of determining contribution requirements.

Unfunded Actuarial Accrued Liabilities. The Actuarial Accrued Liabilities minus the funding value of assets are the Unfunded Actuarial Accrued Liabilities.

Amortization of Unfunded Actuarial Accrued Liabilities. Unfunded Actuarial Accrued Liabilities were amortized by level (principal & interest combined) percent-of-payroll contributions over periods shown elsewhere in this report. Active member payroll was assumed to increase 4.0% a year for the purpose of determining the level percent contributions, unless the 10-year average annual payroll growth is lower than 4.0%.

Actuarial Assumptions. Assumptions are established by the Board after consulting with the actuary. Non-economic assumptions are generally selected on the basis of the System's historical activity, modified for expected future differences. The reasonableness of the economic assumptions is based upon capital market expectations provided by various investment consultants and other sources such as the Social Security Trustees report. All actuarial assumptions are based on future expectations, not market measures.

Level Percent of Active Member Covered Payroll Amortization of Unfunded Actuarial Accrued Liability*

General Members

(\$ Amounts in Thousands)

| Year | Pay | | Unfunded | | Contribution | |
|------|------------------|------------------|------------------|------------------|------------------|------------------|
| | Inflated Dollars | Constant Dollars | Inflated Dollars | Constant Dollars | Inflated Dollars | Constant Dollars |
| 2024 | \$ 13,894 | \$13,894 | \$ 17,121 | \$17,121 | \$ 959 | \$ 959 |
| 2025 | 14,450 | 13,894 | 17,349 | 16,682 | 1,024 | 985 |
| 2026 | 15,028 | 13,894 | 17,525 | 16,203 | 1,126 | 1,041 |
| 2027 | 15,629 | 13,894 | 17,606 | 15,652 | 1,399 | 1,244 |
| 2028 | 16,254 | 13,894 | 17,405 | 14,878 | 1,603 | 1,370 |
| 2033 | 19,775 | 13,894 | 13,569 | 9,533 | 1,585 | 1,113 |
| 2038 | 24,060 | 13,894 | 11,450 | 6,612 | 1,319 | 762 |
| 2043 | 29,272 | 13,894 | 9,460 | 4,490 | 1,189 | 564 |
| 2053 | 43,330 | 13,894 | 194 | 62 | 197 | 63 |
| 2054 | 45,063 | 13,894 | 0 | 0 | 0 | 0 |

| | | | | | | |
|---|----|-------------|---------------|----------------------|-----------|---------------|
| * | \$ | 1,238,539 | over 30 years | \$ | 1,149,676 | over 15 years |
| | | 3,008,103 | over 29 years | | 1,334,675 | over 14 years |
| | | 3,275,843 | over 28 years | (2,694,120) | | over 13 years |
| | | 1,182,562 | over 27 years | 215,739 | | over 12 years |
| | | 988,527 | over 26 years | 2,127,872 | | over 11 years |
| | | 360,155 | over 25 years | 2,034,771 | | over 10 years |
| | | (433,049) | over 24 years | 1,551,522 | | over 9 years |
| | | 87,106 | over 23 years | 1,441,021 | | over 8 years |
| | | 3,026,707 | over 22 years | 344,974 | | over 7 years |
| | | (753,852) | over 21 years | (552,018) | | over 6 years |
| | | (1,359,739) | over 20 years | (454,454) | | over 5 years |
| | | (1,230,476) | over 19 years | (475,294) | | over 4 years |
| | | (616,256) | over 18 years | (580,119) | | over 3 years |
| | | 2,396,138 | over 17 years | (108,943) | | over 2 years |
| | | 641,005 | over 16 years | (25,311) | | over 1 year |
| | | | | \$ 17,121,304 | | TOTAL |

Level percent-of-payroll financing of unfunded actuarial accrued liabilities treats each generation of taxpayers equally during the financing period. The alternative, level-dollar financing, produces declining percent-of-payroll contributions and places a greater relative burden on current taxpayers.

The annual rate of increase in member payroll used to compute the level percent-of-payroll contribution is the same rate of payroll growth used to compute actuarial liabilities and costs. It reflects across-the-board salary increases not group size increases.

If future payroll growth is less than the assumed rate due to smaller than projected salary increases, the percent-of-payroll contribution rate for unfunded actuarial accrued liabilities will tend to decline.

If future payroll growth is less than the assumed rate due to decreases in the number of members, the percent-of-payroll contribution rate for unfunded actuarial accrued liabilities will tend to increase but dollar contributions will be less than indicated in the preceding schedule.

Level Percent of Active Member Covered Payroll Amortization of Unfunded Actuarial Accrued Liability*

Utility Authority Members

(\$ Amounts in Thousands)

| Year | Pay | | Unfunded | | Contribution | |
|------|------------------|------------------|------------------|------------------|------------------|------------------|
| | Inflated Dollars | Constant Dollars | Inflated Dollars | Constant Dollars | Inflated Dollars | Constant Dollars |
| 2024 | \$16,817 | \$16,817 | \$24,724 | \$24,724 | \$ 1,724 | \$ 1,724 |
| 2025 | 17,490 | 16,817 | 24,695 | 23,745 | 1,650 | 1,587 |
| 2026 | 18,189 | 16,817 | 24,742 | 22,876 | 1,508 | 1,394 |
| 2027 | 18,917 | 16,817 | 24,944 | 22,175 | 1,568 | 1,394 |
| 2028 | 19,673 | 16,817 | 25,095 | 21,452 | 1,632 | 1,395 |
| 2033 | 23,936 | 16,817 | 22,942 | 16,118 | 2,508 | 1,762 |
| 2038 | 29,121 | 16,817 | 18,247 | 10,537 | 2,336 | 1,349 |
| 2043 | 35,431 | 16,817 | 14,082 | 6,684 | 1,943 | 922 |
| 2053 | 52,446 | 16,817 | 186 | 60 | 189 | 61 |
| 2054 | 54,544 | 16,817 | 0 | 0 | 0 | 0 |

| | | | | | | | |
|--|---|----|-------------|---------------|----|----------------------|---------------|
| | * | \$ | 1,186,304 | over 30 years | \$ | 1,863,201 | over 15 years |
| | | | 5,304,524 | over 29 years | | 1,440,844 | over 14 years |
| | | | 4,727,547 | over 28 years | | (1,820,352) | over 13 years |
| | | | 2,107,366 | over 27 years | | 0 | over 12 years |
| | | | 721,495 | over 26 years | | 4,257,822 | over 11 years |
| | | | 175,595 | over 25 years | | 0 | over 10 years |
| | | | (295,461) | over 24 years | | 0 | over 9 years |
| | | | (515,905) | over 23 years | | 0 | over 8 years |
| | | | 5,029,305 | over 22 years | | (643,179) | over 7 years |
| | | | 446,121 | over 21 years | | 113,698 | over 6 years |
| | | | (1,894,419) | over 20 years | | (1,323,444) | over 5 years |
| | | | (1,110,540) | over 19 years | | (2,632) | over 4 years |
| | | | (1,535,314) | over 18 years | | 0 | over 3 years |
| | | | 3,772,104 | over 17 years | | 373,769 | over 2 years |
| | | | 2,210,214 | over 16 years | | 135,164 | over 1 year |
| | | | | | | \$ 24,723,827 | TOTAL |

Level percent-of-payroll financing of unfunded actuarial accrued liabilities treats each generation of taxpayers equally during the financing period. The alternative, level-dollar financing, produces declining percent-of-payroll contributions and places a greater relative burden on current taxpayers.

The annual rate of increase in member payroll used to compute the level percent-of-payroll contribution is the same rate of payroll growth used to compute actuarial liabilities and costs. It reflects across-the-board salary increases not group size increases.

If future payroll growth is less than the assumed rate due to smaller than projected salary increases, the percent-of-payroll contribution rate for unfunded actuarial accrued liabilities will tend to decline.

If future payroll growth is less than the assumed rate due to decreases in the number of members, the percent-of-payroll contribution rate for unfunded actuarial accrued liabilities will tend to increase but dollar contributions will be less than indicated in the preceding schedule.

Level Percent of Active Member Covered Payroll Amortization of Unfunded Actuarial Accrued Liability*

Police Members

(\$ Amounts in Thousands)

| Year | Pay | | Unfunded | | Contribution | |
|------|------------------|------------------|------------------|------------------|------------------|------------------|
| | Inflated Dollars | Constant Dollars | Inflated Dollars | Constant Dollars | Inflated Dollars | Constant Dollars |
| 2024 | \$ 8,924 | \$8,924 | \$9,582 | \$9,582 | \$ 634 | \$ 634 |
| 2025 | 9,281 | 8,924 | 9,607 | 9,237 | 572 | 550 |
| 2026 | 9,652 | 8,924 | 9,699 | 8,967 | 603 | 557 |
| 2027 | 10,038 | 8,924 | 9,766 | 8,682 | 627 | 557 |
| 2028 | 10,440 | 8,924 | 9,812 | 8,387 | 1,025 | 876 |
| 2033 | 12,701 | 8,924 | 6,639 | 4,664 | 977 | 686 |
| 2038 | 15,453 | 8,924 | 5,861 | 3,384 | 565 | 327 |
| 2043 | 18,801 | 8,924 | 5,505 | 2,613 | 559 | 265 |
| 2053 | 27,830 | 8,924 | (178) | (57) | (180) | (58) |
| 2054 | 28,943 | 8,924 | 0 | 0 | 0 | 0 |

| | | | | |
|--|------------------|---------------|---------------------|---------------|
| | * \$ (1,132,067) | over 30 years | \$ 446,708 | over 15 years |
| | 3,223,694 | over 29 years | 523,173 | over 14 years |
| | 3,603,852 | over 28 years | (2,491,529) | over 13 years |
| | 649,765 | over 27 years | 422,956 | over 12 years |
| | (1,271,309) | over 26 years | 2,872,545 | over 11 years |
| | 1,735,905 | over 25 years | 1,688,908 | over 10 years |
| | (583,555) | over 24 years | 1,044,661 | over 9 years |
| | 391,290 | over 23 years | 938,531 | over 8 years |
| | 109,927 | over 22 years | 691,887 | over 7 years |
| | (114,286) | over 21 years | (220,363) | over 6 years |
| | (1,340,506) | over 20 years | (671,707) | over 5 years |
| | (1,271,206) | over 19 years | (1,200,408) | over 4 years |
| | 101,144 | over 18 years | 0 | over 3 years |
| | 802,197 | over 17 years | (14,173) | over 2 years |
| | 562,710 | over 16 years | 82,926 | over 1 year |
| | | | \$ 9,581,670 | TOTAL |

Level percent-of-payroll financing of unfunded actuarial accrued liabilities treats each generation of taxpayers equally during the financing period. The alternative, level-dollar financing, produces declining percent-of-payroll contributions and places a greater relative burden on current taxpayers.

The annual rate of increase in member payroll used to compute the level percent-of-payroll contribution is the same rate of payroll growth used to compute actuarial liabilities and costs. It reflects across-the-board salary increases not group size increases.

If future payroll growth is less than the assumed rate due to smaller than projected salary increases, the percent-of-payroll contribution rate for unfunded actuarial accrued liabilities will tend to decline.

If future payroll growth is less than the assumed rate due to decreases in the number of members, the percent-of-payroll contribution rate for unfunded actuarial accrued liabilities will tend to increase but dollar contributions will be less than indicated in the preceding schedule.



Actuarial Estimates Used for the Valuation

Funding objective contribution requirements and actuarial present values are calculated by applying estimates of future activities (actuarial estimates) to the benefit provisions and people information of the System.

The principal areas of risk which require estimates of future activities are:

- (i) Long-term rates of investment return to be generated by the assets of the System
- (ii) Patterns of pay increases to members
- (iii) Rates of mortality among members, retirees, and beneficiaries
- (iv) Rates of termination of active members
- (v) Rates of disability among active members
- (vi) The age patterns of actual retirements

In a valuation, the monetary effect of each activity is calculated for as long as a present covered person survives - - - a period of time which can be as long as a century.

Actual activities of the System will not coincide exactly with estimated activities, due to the nature of the activities. Each valuation provides a complete recalculation of estimated future activities and takes into account the effect of differences between estimated and actual activities to date. The result is a continual series of adjustments (usually small) to the computed contribution rate.

From time-to-time one or more of the estimates are modified to reflect experience trends (but not random or temporary year-to-year fluctuations).

In accordance with Chapter 112, Florida Statutes, 112.661(9), the Retirement Board adopts the assumed rate of return assumption used for actuarial valuation purposes. The actuarial assumptions are set by the Board. The rationale for certain actuarial assumptions is described in the October 1, 1995 through September 30, 2000 experience study report. All actuarial assumptions are estimates of future experience.

Actuarial estimates regarding the net investment return, inflation, real investment return, and salary increase rates are used, in combination with the other assumptions, to (i) determine the present value of amounts expected to be paid in the future and (ii) establish rates of contribution which are expected to remain relatively level as a percent of total valuation payroll.

Net Rate of Investment Return. 7.25% per annum, compounded annually, net of investment expenses.

Inflation. 2.75% per annum, compounded annually. This is the rate at which growth in the supply of money and credit is estimated to exceed growth in the supply of goods and services. It may be thought of as the rate of depreciation of the purchasing power of the dollar. There are a number of indices for measuring the inflation rate. The recent inflation rate, as measured by the Consumer Price Index, has been:

| | Year Ended September 30 | | | | | Average for Period |
|---------|-------------------------|-------|-------|-------|-------|-----------------------|
| | 2024 | 2023 | 2022 | 2021 | 2020 | |
| Actual | 2.40% | 3.70% | 8.20% | 5.40% | 1.40% | 4.19% |
| Assumed | 2.75% | 2.75% | 2.75% | 2.75% | 2.75% | 2.75% |

Real Investment Return. 4.50% per annum, compounded annually. This is the rate of return assumed to be produced by investing a pool of assets in an inflation-free environment. Recent real investment return for the Retirement and Benefit System has been:

| | Year Ended September 30 | | | | | Average for Period |
|-----------------------------|-------------------------|-------|---------|--------|-------|-----------------------|
| | 2024 | 2023 | 2022 | 2021 | 2020 | |
| Total Rate of Return | 7.40% | 4.53% | 3.05% | 10.15% | 8.18% | 6.66% |
| Less Inflation Rate | 2.40% | 3.70% | 8.20% | 5.40% | 1.40% | 4.19% |
| Actual Real Rate of Return | 5.00% | 0.83% | (5.15)% | 4.75% | 6.78% | 2.47% |
| Assumed Real Rate of Return | 4.50% | 4.50% | 4.50% | 4.75% | 5.00% | 4.65% |
| Assumed Net Rate of Return | 7.25% | 7.25% | 7.25% | 7.50% | 7.75% | 7.40% |

The total investment return rate was computed using the approximate formula $i = I$ divided by $1/2 (A + B - I)$, where I is actual realized investment income plus market value adjustments, A is the beginning of year asset value, and B is the end of year asset value.

The preceding investment return rates reflect the particular characteristics of this Retirement and Benefit System and should not be used to measure an investment advisor's performance or for comparison with other retirement systems. Such use will usually mislead.

Salary Increases. Employee salaries are estimated to increase between the date of hire and date of retirement. Salary increases occur in recognition of (i) individual merit and seniority, (ii) inflation related depreciation of the purchasing power of salaries, and (iii) competition from other employers for personnel.

A schedule of estimated rates of increases in individual salaries for sample ages follows:

| Annual Rates of Salary Increases for Sample Ages | | | | | | |
|---|--|-----------------------|--------------|------------------------------|-----------------------|--------------|
| Age | General and Utilities Authority | | | Police Officers | | |
| | Merit & Seniority | Wage Inflation | Total | Merit & Seniority | Wage Inflation | Total |
| 20 | 2.5 % | 4.0 % | 6.5 % | 4.0 % | 4.0 % | 8.0 % |
| 30 | 1.7 % | 4.0 % | 5.7 % | 2.8 % | 4.0 % | 6.8 % |
| 40 | 1.1 % | 4.0 % | 5.1 % | 2.2 % | 4.0 % | 6.2 % |
| 50 | 0.6 % | 4.0 % | 4.6 % | 1.2 % | 4.0 % | 5.2 % |
| 55 | 0.5 % | 4.0 % | 4.5 % | 0.7 % | 4.0 % | 4.7 % |
| 60 | 0.5 % | 4.0 % | 4.5 % | 0.2 % | 4.0 % | 4.2 % |

The merit and seniority rates for General and Utilities Authority were first used in the September 30, 2016 valuation.

The merit and seniority rates for Police Officers were first used in the September 30, 2001 valuation.

It is estimated that the group size will remain constant and that total payroll for the group will increase at the rate of the general increase in wage levels due to inflation, which in this case is 4.0%.

A schedule of recent salary change experience follows:

| | % Change in Salaries | | | | | |
|----------------------------|-------------------------|-------|-------|-------|-------|---------|
| | Year Ended September 30 | | | | | Average |
| | 2024 | 2023 | 2022 | 2021 | 2020 | 5-Year |
| Rate of Change in Salaries | | | | | | |
| - Total | 8.5 % | 9.9 % | 9.7 % | 5.0 % | 4.7 % | 7.5 % |
| - General | 9.5 | 12.9 | 11.8 | 4.9 | 5.1 | 8.8 |
| - U.A. | 8.6 | 7.3 | 7.2 | 4.2 | 4.6 | 6.4 |
| - Police | 7.0 | 10.1 | 11.4 | 6.4 | 4.0 | 7.7 |
| Expected - Total | | | | | | |
| - Total | 5.2 | 5.2 | 5.2 | 5.1 | 5.1 | 5.1 % |
| - General | 4.7 | 4.7 | 4.7 | 4.7 | 4.7 | 4.7 |
| - U.A. | 4.7 | 4.8 | 4.8 | 4.8 | 4.8 | 4.8 |
| - Police | 6.3 | 6.3 | 6.4 | 6.4 | 6.3 | 6.3 |

| | % Change in Total Payroll | | | | | | |
|-----------|---------------------------|-------|-------|---------|-------|----------|---------|
| | Year Ended September 30 | | | | | Average* | |
| | 2024 | 2023 | 2022 | 2021 | 2020 | 5-Year | 10-Year |
| - Total | 7.0 % | 8.0 % | 6.2 % | (0.8) % | 2.4 % | 2.6 % | 4.2 % |
| - General | 8.5 | 6.3 | 14.8 | 2.7 | 7.2 | 4.4 | 5.7 |
| - U.A. | 8.8 | 7.9 | (4.4) | (2.3) | 1.3 | 1.3 | 3.1 |
| - Police | 1.9 | 10.6 | 16.1 | (2.7) | (1.7) | 2.5 | 3.9 |

* 5-year and 10-year averages include DROP payroll.

In order to achieve the funding objective of a contribution rate which remains level as a percent-of-payroll, the total rate of investment return must exceed the rate of average increase in salaries by an amount equal to the estimated real investment return rate.

Mortality Tables. The mortality tables used to measure retired life mortality were the Florida Retirement System (FRS) Mortality Tables, as described below:

General & Utilities Authority

- Male non-disabled pre-retirement mortality: fully generational mortality. PUB-2010 Headcount Weighted General Below Median Employee Male Table, set back 1 year, projected with scale MP-2018.
- Female non-disabled pre-retirement mortality: fully generational mortality. PUB-2010 Headcount Weighted General Below Median Employee Female Table, projected with scale MP-2018.
- Male non-disabled post-retirement mortality: fully generational mortality. PUB-2010 Headcount Weighted General Below Median Healthy Retiree Male Table, set back 1 year, projected with scale MP-2018.
- Female non-disabled post-retirement mortality: fully generational mortality. PUB-2010 Headcount Weighted General Below Median Healthy Retiree Female Table, projected with scale MP-2018.
- Male disabled mortality: PUB-2010 Headcount Weighted General Disabled Retiree Male Table, set forward 3 years.
- Female disabled mortality: PUB-2010 Headcount Weighted General Disabled Retiree Female Table, set forward 3 years.

Police

- Male non-disabled pre-retirement mortality: fully generational mortality. PUB-2010 Headcount Weighted Public Safety Below Median Employee Male Table, set forward 1 year, projected with scale MP-2018.
- Female non-disabled pre-retirement mortality: fully generational mortality. PUB-2010 Headcount Weighted Public Safety Employee Female Table, set forward 1 year, projected with scale MP-2018.
- Male non-disabled post-retirement mortality: fully generational mortality. PUB-2010 Headcount Weighted Public Safety Below Median Healthy Retiree Male Table, set forward 1 year, projected with scale MP-2018.
- Female non-disabled post-retirement mortality: fully generational mortality. PUB-2010 Headcount Weighted Public Safety Healthy Retiree Female Table, set forward 1 year, projected with scale MP-2018.
- Male disabled mortality: PUB-2010 Headcount Weighted 80% General Disabled Retiree/20% Public Safety Disabled Retiree Male Table.
- Female disabled mortality: PUB-2010 Headcount Weighted 80% General Disabled Retiree/20% Public Safety Disabled Retiree Female Table.

| Sample Ages in 2024 | Single Life Retirement Values | | | | | | | |
|---------------------------|--|----------|----------|----------|-----------------------------------|---------|--------|---------|
| | Present Value of \$1 Monthly for Life | | | | Future Life Expectancy (Years) | | | |
| | General & UA | | Police | | General & UA | | Police | |
| | Males | Females | Males | Females | Males | Females | Males | Females |
| 45 | \$151.96 | \$156.67 | \$151.70 | \$156.96 | 38.65 | 42.48 | 37.58 | 41.75 |
| 50 | 144.35 | 150.64 | 145.95 | 151.63 | 33.40 | 37.18 | 32.74 | 36.57 |
| 55 | 137.97 | 146.21 | 138.21 | 144.71 | 29.03 | 32.72 | 27.96 | 31.53 |
| 60 | 130.82 | 139.61 | 128.33 | 136.16 | 24.91 | 28.17 | 23.36 | 26.73 |
| 65 | 121.32 | 130.19 | 116.57 | 125.74 | 20.82 | 23.57 | 19.06 | 22.18 |
| 70 | 108.65 | 117.70 | 102.19 | 113.05 | 16.78 | 19.07 | 15.02 | 17.91 |
| 75 | 93.73 | 102.53 | 85.97 | 98.10 | 13.05 | 14.88 | 11.40 | 13.97 |
| 80 | 77.30 | 85.13 | 68.80 | 81.51 | 9.75 | 11.10 | 8.30 | 10.48 |

The margin for future mortality improvements is included in projection scales. 100% of deaths were assumed to be non-duty related.

Rates of termination from active membership. The rates do not apply to members eligible to retire and do not include termination on account of death or disability. This estimate measures the probabilities of members remaining in employment.

| Samples Ages | Years of Service | Percent Terminating Within Next Year | |
|-----------------|---------------------|--------------------------------------|---------|
| | | General and Utilities Authority | Police |
| ALL | 0 | 22.00 % | 15.00 % |
| | 1 | 16.50 | 12.00 |
| | 2 | 12.00 | 10.00 |
| | 3 | 10.00 | 8.00 |
| | 4 | 8.00 | 6.00 |
| 20 | 5 & Over | 8.00 | 6.00 |
| 25 | | 8.00 | 6.00 |
| 30 | | 8.00 | 6.00 |
| 35 | | 8.00 | 6.00 |
| 40 | | 8.00 | 6.00 |
| 45 | | 5.00 | 3.50 |
| 50 | | 2.25 | 1.00 |
| 55 | | 2.25 | 1.00 |
| 60 | | 2.25 | 1.00 |
| 65 | | 2.25 | 1.00 |

The rates for all divisions were first used in the September 30, 2016 valuation.

Rates of Disability. These estimates represent the probabilities of active members becoming disabled.

| Sample Ages | Percent Becoming Disabled Within Next Year | |
|----------------|--|--------|
| | General and Utilities Authority | Police |
| 20 | 0.04 % | 0.07 % |
| 25 | 0.04 | 0.09 |
| 30 | 0.04 | 0.10 |
| 35 | 0.05 | 0.14 |
| 40 | 0.10 | 0.21 |
| 45 | 0.17 | 0.32 |
| 50 | 0.36 | 0.52 |
| 55 | 0.59 | 0.92 |
| 60 | 0.90 | 1.53 |
| 65 | 1.00 | 1.65 |

The mortality table was set forward ten years for projecting disability costs. 100% of the disability retirements were assumed to be non-duty related for General and Utilities Authority members. 75% of the disability retirements were assumed to be non-duty for Police members.

Rates of Retirement. These rates are used to measure the probabilities of an eligible member retiring during the next year.

| Service Years | Service Based | | Age Based | | |
|---------------|---------------------------------|--------|-----------------|---------------------------------|--------|
| | General and Utilities Authority | Police | Retirement Ages | General and Utilities Authority | Police |
| 25 | 40 % | 75 % | 55 | | 35 % |
| 26 | 40 | 75 | 56 | | 30 |
| 27 | 40 | 75 | 57 | | 30 |
| 28 | 40 | 75 | 58 | | 30 |
| 29 | 40 | 75 | 59 | | 30 |
| 30 | 40 | 100 | 60 | 10 % | 30 |
| 31 | 40 | 100 | 61 | 5 | 30 |
| 32 | 40 | 100 | 62 | 12 | 30 |
| 33 | 40 | 100 | 63 | 6 | 30 |
| 34 | 40 | 100 | 64 | 14 | 40 |
| 35 | 100 | 100 | 65 | 65 | 100 |
| | | | 66 | 25 | |
| | | | 67 | 30 | |
| | | | 68 | 40 | |
| | | | 69 | 50 | |
| | | | 70 | 100 | |

These rates were first used for the September 30, 1995 valuation with the exception of the Police service-based rates, which were first used for the September 30, 2000 valuation, Police age-based rates which were first used for the September 30, 2001 valuation, and Utilities Authority service-based rates which were first used for the September 30, 2007 valuation.

Miscellaneous and Technical Assumptions

Marriage Assumption. It is estimated that 80% of active members who meet the age and service requirements for pre-retirement survivor benefits are married. Female spouses are estimated to be 3 years younger than the male participant. Male spouses are estimated to be 3 years older than the female participant.

Pay Increase Timing. Middle of (Fiscal) year.

Decrement Timing. Retirement decrements are assumed to occur at the beginning of the year. Decrements of all other types are assumed to occur at the end of the year.

Eligibility Testing. Eligibility for benefits is determined based upon the age nearest birthday and service nearest whole year on the date the decrement is assumed to occur.

Benefit Service. The nearest whole year of service on the date the decrement is assumed to occur is used to determine the amount of benefit payable.

Decrement Relativity. Decrement rates are used without adjustment for multiple decrement table effects.

Decrement Operation. Disability and mortality decrements do not operate during the first 5 years of service. Disability and withdrawal do not operate during retirement eligibility.

Normal Form of Benefit. The assumed normal form of benefit is the straight life form. Optional benefit forms are available on an actuarial equivalent basis.

Incidence of Contributions. Contributions are assumed to be received continuously throughout the year based upon the computed percent-of-payroll shown in this report, and the actual payroll payable at the time contributions are made. New entrant normal cost contributions are applied to the funding of new entrant benefits.

Vested members who terminate with a benefit worth less than 100% of their own accumulated contributions were presumed to elect a refund of accumulated contributions and forfeit the vested benefit. Benefits were estimated for terminated vested members who did not receive a refund of accumulated contributions.

Lump sum payments included in the calculation of the average pay upon which benefits are computed were estimated to increase benefits by 3.5% for General members, 3.0% for Utilities Authority members and 4.0% for Police members.

Administrative Expenses. Administrative expenses for the next year are assumed to be equal to the previous year's amount.

Investment Expenses. Investment expenses are paid out of investment income.

Active Member Group Size. The valuation was based on a constant active member group size.

Valuation Pay. Active members whose current pay is at least 10% less than their pay in the prior valuation were assumed to have their prior year pay for this valuation.



Definitions of Technical Terms

Accrued Service. Service credited under the system which was rendered before the date of the actuarial valuation.

Actuarial Accrued Liability. The difference between the actuarial present value of future benefit payments and the actuarial present value of future normal costs. Also referred to as "accrued liability" or "past service liability."

Actuarial Cost Method. A mathematical budgeting procedure for allocating the dollar amount of the "actuarial present value of future benefit payments" between future normal costs and actuarial accrued liability. Sometimes referred to as the "actuarial valuation cost method."

Actuarial Equivalent. A single amount or series of amounts of equal actuarial present value to another single amount or series of amounts, computed on the basis of appropriate actuarial activities.

Actuarial Present Value. The amount of funds currently required to provide a payment or series of payments in the future. It is determined by discounting future payments at predetermined rates of interest, and by probabilities of payment. Also referred to as "present value."

Amortization. Paying off an interest-discounted amount with periodic payments of interest and principal -- as opposed to paying off with lump sum payment.

Experience Estimates (Assumptions). Estimates of expected future experience with respect to rates of mortality, disability, termination, retirement, rate or rates of investment income and salary increases. Decrement estimates (rates of mortality, disability, termination and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic estimates (salary increases and investment income) consist of the underlying rates in an inflation-free environment plus a provision for a long-term average rate of inflation.

Experience Gain (Loss). The difference between actual actuarial costs and estimated actuarial costs -- during the period between two valuation dates.

Funding Value of Assets. The actuarial value of assets used to determine contribution amounts.

Normal Cost. The actuarial cost allocated to the current year by the actuarial cost method. Sometimes referred to as "current service cost."

Unfunded Actuarial Accrued Liability. The difference between the actuarial accrued liability and the actuarial value of system assets. Sometimes referred to as "unfunded past service liability," "unfunded accrued liability" or "unfunded supplemental present value."

Most retirement systems have an unfunded actuarial accrued liability. They arise each time new benefits are added and each time an experience loss is realized.

Unfunded actuarial accrued liability does not represent a debt that is payable today. What is important is the ability to control the amount of unfunded actuarial accrued liability and the trend in its amount (after due allowance for devaluation of the dollar).

SECTION E

ADDITIONAL DISCLOSURE INFORMATION

GASB Statements No. 67 and No. 68 are the accounting standards which replaced GASB Statements No. 25 and No. 27. GASB Statement No. 67 is first effective for fiscal year 2014 and GASB Statement No. 68 is first effective for fiscal year 2015. A separate GASB Statements No. 67 and No. 68 report has been issued outside of this report. This section contains historical GASB Statements No. 25 and No. 27 reporting information for prior fiscal years and illustrative information for fiscal year 2015 and after.

Additional Disclosure Information

Schedule of Funding Progress

(\$ Amounts in Thousands)

| Valuation Date | Valuation Assets | AAL* | Funded Ratio | Unfunded AAL* | Member Payroll | Ratio to Payroll |
|--------------------|------------------|----------------|--------------|---------------|----------------|------------------|
| 9/30/12 (b) | \$ 147,618 | \$ 171,745 | 86 % | \$ 24,127 | \$25,842 | 93 % |
| 9/30/13 | 157,145 | 177,505 | 89 | 20,360 | 25,199 | 81 |
| 9/30/14 | 167,451 | 182,407 | 92 | 14,956 | 25,150 | 59 |
| 9/30/15 (b) | 177,624 | 191,986 | 93 | 14,362 | 25,475 | 56 |
| 9/30/16 (b) | 185,171 | 207,945 | 89 | 22,774 | 27,493 | 83 |
| 9/30/17 | 192,300 | 215,142 | 89 | 22,842 | 28,563 | 80 |
| 9/30/18 | 200,087 | 221,431 | 90 | 21,344 | 29,264 | 73 |
| 9/30/19 | 208,092 | 231,143 | 90 | 23,051 | 31,804 | 72 |
| 9/30/20 (b) | 216,567 | 239,844 | 90 | 23,277 | 32,563 | 71 |
| 9/30/21 (b) | 229,477 | 256,316 | 90 | 26,839 | 32,304 | 83 |
| 9/30/22 (b) | 227,174 | 266,287 | 85 | 38,170 | 34,291 | 111 |
| 9/30/23 | 227,673 | 276,284 | 82 | 48,611 | 37,025 | 131 |
| 9/30/24 (b) | 236,387 | 287,814 | 82 | 51,427 | 39,634 | 130 |

* Actuarial Accrued Liabilities.

(b) After changes in benefit provisions and/or actuarial assumptions.

Schedule of Employer Contributions

| Fiscal Year | Aggregate Contribution Rates as Percents of Valuation Payroll | Projected Dollar Contribution Based on Valuation Payroll | Actual Contribution Based on Actual Payroll@ |
|--------------|---|--|--|
| 14/15 | 15.42 % | \$ 4,242,676 | \$ 4,093,268 |
| 15/16 | 15.28 | 4,196,009 | 4,211,311 |
| 16/17 | 15.44 | 4,296,532 | 4,565,884 |
| 17/18 | 16.41 | 4,878,739 | 4,909,654 |
| 18/19 | 16.28 | 5,029,181 | 5,240,707 |
| 19/20 | 16.03 | 5,074,604 | 5,343,484 |
| 20/21 | 15.86 | 5,456,288 | 5,328,802 |
| 21/22 | 15.55 | 5,475,742 | 5,758,891 |
| 22/23 | 16.99 | 5,934,799 | 6,367,089 |
| 23/24 | 19.35 | 7,176,734 | 7,996,158 |
| 24/25 | 19.70 | 7,890,389 | |
| 25/26 | 20.76 | 8,898,729 | |

@ Actual Employer contributions are determined by applying the Employer's contribution rate to the emerging payroll. Projected funding requirement is based on a stable work force and projected salary increases.



Additional Disclosure Information

Supplementary Information

The information presented in the additional disclosure schedules was determined as part of the actuarial valuations at the dates indicated. Additional information as of the latest actuarial valuation follows:

| | |
|---|----------------------------------|
| Valuation Date | September 30, 2024 |
| Actuarial Cost Method | Individual Entry Age |
| Amortization Method | Level Percent-of-Payroll, Closed |
| Remaining Amortization Periods# | 1-30 years |
| Asset Valuation Method | 4-year smoothed market |
| Actuarial Assumptions: | |
| Investment Rate of Return* | 7.25% |
| Projected Salary Increases** | General & U.A.: 4.0% - 6.5% |
| | Police: 4.0% - 8.0% |
| * Includes Price Inflation at | 2.75% |
| **Includes Wage Inflation and other general increases at | 4.00% |
| Cost-of-living adjustments | None |
| Retirees and beneficiaries receiving benefits | 576 |
| Terminated plan members entitled to but not yet receiving benefits | 47 |
| Active plan members | |
| - Vested | 324 |
| - Non-vested | <u>267</u> |
| Total | 1,214 |

The periods are in compliance with Florida Statutes and Actuarial Standards of Practice, but do not necessarily produce an Annual Required Contribution with an aggregate amortization of the unfunded actuarial accrued liability under 30 years.



SECTION F

STATE REQUIRED DATA

Actuarial Present Value of Accrued Benefits

(\$ Amounts in Thousands)*

| | September 30, 2024 | | | | | | | | September 30, 2023 | | | |
|---|--------------------|------------------------|-------------------|------------|--------------------|------------------------|-------------------|------------|--------------------|------------------------|-------------------|------------|
| | After | | | | Before | | | | General Members | Utilities Authority | Police Members | Total |
| | General Members | Utilities Authority | Police Members | Total | General Members | Utilities Authority | Police Members | Total | | | | |
| (i) Actuarial present value of active member benefits: | | | | | | | | | | | | |
| Service retirement | \$42,971 | \$57,200 | \$28,905 | \$ 129,076 | \$42,283 | \$56,218 | \$27,468 | \$ 125,969 | \$39,591 | \$50,270 | \$28,237 | \$ 118,098 |
| Vested termination benefits | 4,593 | 6,134 | 2,781 | 13,508 | 4,577 | 6,100 | 2,742 | 13,419 | 4,219 | 5,733 | 2,690 | 12,642 |
| Disability retirement | 946 | 1,193 | 1,436 | 3,575 | 942 | 1,183 | 1,416 | 3,541 | 869 | 1,113 | 1,384 | 3,366 |
| Survivor benefits (pre-retirement) | 818 | 1,210 | 407 | 2,435 | 813 | 1,199 | 399 | 2,411 | 768 | 1,115 | 394 | 2,277 |
| Termination benefits - refunds | 218 | 226 | 92 | 536 | 218 | 226 | 92 | 536 | 217 | 217 | 86 | 520 |
| Total | 49,546 | 65,963 | 33,621 | 149,130 | 48,833 | 64,926 | 32,117 | 145,876 | 45,664 | 58,448 | 32,791 | 136,903 |
| (ii) Actuarial present value of terminated vested members | 1,771 | 3,001 | 603 | 5,375 | 1,771 | 3,001 | 603 | 5,375 | 1,861 | 2,642 | 561 | 5,064 |
| (iii) Actuarial present value of retired members & beneficiaries: | | | | | | | | | | | | |
| Present value of benefits | 53,572 | 78,169 | 49,741 | 181,482 | 53,572 | 78,169 | 49,741 | 181,482 | 51,428 | 78,965 | 47,498 | 177,891 |
| Reserve | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 53,572 | 78,169 | 49,741 | 181,482 | 53,572 | 78,169 | 49,741 | 181,482 | 51,428 | 78,965 | 47,498 | 177,891 |
| (iv) Total actuarial present value of future benefit payments | 104,889 | 147,133 | 83,965 | 335,987 | 104,176 | 146,096 | 82,461 | 332,733 | 98,953 | 140,055 | 80,850 | 319,858 |
| (v) Present value of active member future payroll | 99,401 | 116,454 | 76,882 | 292,737 | 99,401 | 116,454 | 76,882 | 292,737 | 91,429 | 109,156 | 74,995 | 275,580 |
| (vi) Present value of future active member contributions | 5,129 | 7,174 | 3,967 | 16,270 | 5,129 | 7,174 | 3,967 | 16,270 | 4,718 | 6,724 | 3,870 | 15,312 |
| (vii) Active member accumulated contributions | 5,087 | 9,723 | 3,317 | 18,127 | 5,087 | 9,723 | 3,317 | 18,127 | 4,918 | 8,984 | 3,341 | 17,242 |
| (viii) Plan costs for fiscal year beginning October 1, 2025 | | | | | | | | | | | | |
| Normal costs | | | | | | | | | | | | |
| Service pensions | 13.04% | 11.79% | 13.78% | | 12.75% | 11.51% | 12.98% | | 12.57% | 11.37% | 12.86% | |
| Disability pensions | 0.46% | 0.45% | 0.98% | | 0.46% | 0.45% | 0.97% | | 0.47% | 0.45% | 0.99% | |
| Death-in-service pensions | 0.35% | 0.39% | 0.26% | | 0.35% | 0.39% | 0.26% | | 0.36% | 0.39% | 0.26% | |
| Deferred service pensions | 2.76% | 2.81% | 2.24% | | 2.75% | 2.80% | 2.22% | | 2.81% | 2.80% | 2.27% | |
| Refunds of member contributions | 0.65% | 0.75% | 0.40% | | 0.65% | 0.75% | 0.40% | | 0.63% | 0.75% | 0.40% | |
| Total normal cost | 17.26% | 16.19% | 17.66% | | 16.96% | 15.90% | 16.83% | | 16.84% | 15.76% | 16.78% | |
| Payment to amortize unf'd act. accr. liab. | 6.91% | 10.25% | 7.11% | | 6.79% | 10.08% | 6.69% | | 6.20% | 10.32% | 5.86% | |
| Administrative expenses | 0.73% | 0.73% | 0.73% | | 0.73% | 0.73% | 0.73% | | 0.69% | 0.69% | 0.69% | |
| FS112.64(5) Requirement/Temporary Funding Credits | 0.00% | 0.79% | 0.04% | | 0.00% | 0.77% | 0.05% | | 0.00% | 0.90% | 0.00% | |
| Amount to be paid by participants | 5.16% | 6.16% | 5.16% | | 5.16% | 6.16% | 5.16% | | 5.16% | 6.16% | 5.16% | |
| Expected plan sponsor contribution | | | | | | | | | | | | |
| % of payroll | 19.74% | 21.80% | 20.38% | 20.76% | 19.32% | 21.32% | 19.14% | 20.13% | 18.57% | 21.51% | 18.17% | 19.70% |
| dollars | 2,966 | 3,965 | 1,967 | 8,899 | 2,903 | 3,878 | 1,847 | 8,629 | 2,572 | 3,597 | 1,721 | 7,890 |

* Totals may not sum exactly due to rounding.



Actuarial Present Value of Accrued Benefits

(\$ Amounts in Thousands)*

| | September 30, 2024 | | | | | | | | September 30, 2023 | | | | |
|---|--------------------|------------------------|-------------------|------------|--------------------|------------------------|-------------------|------------|--------------------|------------------------|-------------------|------------|--|
| | After | | | | Before | | | | General Members | Utilities Authority | Police Members | Total | |
| | General Members | Utilities Authority | Police Members | Total | General Members | Utilities Authority | Police Members | Total | | | | | |
| Actuarial Present Value of Accrued Benefits (calculated in accordance with FASB Statement No. 35) | | | | | | | | | | | | | |
| (i) Vested accrued benefits | | | | | | | | | | | | | |
| Retired members and beneficiaries | \$ 53,572 | \$ 78,169 | \$ 49,741 | \$ 181,482 | \$ 53,572 | \$ 78,169 | \$ 49,741 | \$ 181,482 | \$ 51,428 | \$ 78,965 | \$ 47,498 | \$ 177,891 | |
| Terminated members | 1,771 | 3,001 | 603 | 5,375 | 1,771 | 3,001 | 603 | 5,375 | 1,861 | 2,642 | 561 | 5,064 | |
| Active members (includes non-forfeitable accum. member contributions) | 20,636 | 31,414 | 12,954 | 65,004 | 20,636 | 31,414 | 12,954 | 65,004 | 19,148 | 27,618 | 13,414 | 60,180 | |
| Total | \$ 75,979 | \$ 112,584 | \$ 63,298 | \$ 251,861 | \$ 75,979 | \$ 112,584 | \$ 63,298 | \$ 251,861 | \$ 72,437 | \$ 109,225 | \$ 61,473 | \$ 243,135 | |
| (ii) Non-vested accrued benefits | 2,715 | 2,287 | 1,481 | 6,483 | 2,715 | 2,287 | 1,481 | 6,483 | 2,507 | 2,172 | 1,363 | 6,042 | |
| (iii) Total actuarial p.v. of accrued benefits | \$ 78,694 | \$ 114,871 | \$ 64,779 | \$ 258,344 | \$ 78,694 | \$ 114,871 | \$ 64,779 | \$ 258,344 | \$ 74,944 | \$ 111,397 | \$ 62,836 | \$ 249,177 | |
| (iv) Actuarial p.v. of accrued benefits at begin. of year | \$ 74,944 | \$ 111,397 | \$ 62,836 | \$ 249,177 | \$ 74,944 | \$ 111,397 | \$ 62,836 | \$ 249,177 | \$ 71,602 | \$ 106,763 | \$ 60,605 | \$ 238,970 | |
| (v) Changes attributable to: | | | | | | | | | | | | | |
| Amendments | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Assumption change | - | - | - | - | - | - | - | - | - | - | - | - | |
| Operation of decrements | 9,567 | 11,368 | 6,047 | 26,982 | 9,567 | 11,368 | 6,047 | 26,982 | 8,565 | 12,744 | 6,659 | 27,968 | |
| Benefit payments | (5,817) | (7,894) | (4,104) | (17,815) | (5,817) | (7,894) | (4,104) | (17,815) | (5,223) | (8,110) | (4,428) | (17,761) | |
| Other | - | - | - | - | - | - | - | - | - | - | - | - | |
| (vi) Net change | 3,750 | 3,474 | 1,943 | 9,167 | 3,750 | 3,474 | 1,943 | 9,167 | 3,342 | 4,634 | 2,231 | 10,207 | |
| (vii) Actuarial p.v. of Accr. benefits at end of year | \$ 78,694 | \$ 114,871 | \$ 64,779 | \$ 258,344 | \$ 78,694 | \$ 114,871 | \$ 64,779 | \$ 258,344 | \$ 74,944 | \$ 111,397 | \$ 62,836 | \$ 249,177 | |

* Totals may not sum exactly due to rounding.



Reconciliation of Membership Data

| | <u>From 10/1/23 To 9/30/24</u> | <u>From 10/1/22 To 9/30/23</u> |
|---|------------------------------------|------------------------------------|
| A. Active Members | | |
| 1. Number Included in Last Valuation | 576 | 559 |
| 2. New Members Included in Current Valuation | 73 | 84 |
| 3. Non-Vested Employment Terminations | (32) | (41) |
| 4. Vested Employment Terminations | (6) | (5) |
| 5. Service Retirements | (18) | (20) |
| 6. Disability Retirements | 0 | (1) |
| 7. Deaths | (2) | 0 |
| 8. Other | 0 | 0 |
| 9. Number Included in this Valuation | 591 | 576 |
| B. Terminated Vested Members | | |
| 1. Number Included in Last Valuation | 44 | 38 |
| 2. Additions from Active Members | 5 | 5 |
| 3. Lump Sum Payments | (1) | 0 |
| 4. Payments Commenced | (1) | 0 |
| 5. Deaths | 0 | 0 |
| 6. Other | 0 | 1 |
| 7. Number Included in this Valuation | 47 | 44 |
| C. Service Retirees, Disability Retirees and Beneficiaries | | |
| 1. Number Included in Last Valuation | 577 | 566 |
| 2. Additions from Active Members | 18 | 21 |
| 3. Additions from Terminated Vested Members | 1 | 0 |
| 4. Removals Resulting in No Further Payments | (25) | (14) |
| 5. Deaths Resulting in New Survivor Benefits | 5 | 4 |
| 6. Other | 0 | 0 |
| 7. Number Included in this Valuation | 576 | 577 |



March 7, 2025

Ms. Johnna Morris, MBA, CGFO, CPPT
Director of Finance
City of Fort Pierce Retirement and Benefit System
100 North U.S. 1
Fort Pierce, Florida 34950

Dear Ms. Morris:

Enclosed are 11 copies of the September 30, 2024 Annual Actuarial Valuation of the City of Fort Pierce Retirement and Benefit System.

As directed by the Board, we have sent a copy directly to the following:

DiBartolomeo, McBee, Hartley & Barnes, P.A.

One copy should be sent, within 60 days to:

Bureau of Local Retirement Systems
Division of Retirement
P.O. Box 9000
Tallahassee, Florida 32315-9000

Office of Municipal Police Officers'
& Firefighters' Retirement Funds
P.O. Box 3010
Tallahassee, Florida 32315-3010

We welcome your questions and comments.

Sincerely yours,
Gabriel, Roeder, Smith & Company

A handwritten signature in black ink that reads "Brad Lee Armstrong". The signature is fluid and cursive.

Brad Lee Armstrong, ASA, EA, FCA, MAAA

BLA:sc
Enclosures



THE SUNRISE CITY

FORT PIERCE

RETIREMENT AND
BENEFIT SYSTEM

Florida

City of Fort Pierce
Retirement & Benefit System
ANNUAL REPORT
FY Ending September 30, 2024



Plan Highlights

For Year Ended 9/30/24

- ❖ The City of Fort Pierce Retirement & Benefit System remains in the top percentile of retirement plans in the country
- ❖ Our plan is labeled “Extraordinarily Resilient” in relation to our peers around the State and the Country
- ❖ Our plan is used as a model by our Investment Consultant



Funding Status

For Year Ended 9/30/24

- ❖ The plan funding value is **\$236,386,725**
- ❖ The funded ratio is **82%**, no change from last year's funded ratio of 82%
- ❖ The recognized investment return is **7.40%**, which is more than the 7.25% assumed rate



Financial Transactions

For Year Ended 9/30/24

ADDITIONS:

CONTRIBUTIONS:

EMPLOYER

\$ 7,996,158

EMPLOYEE

2,305,232

TOTAL CONTRIBUTIONS

\$ 10,301,390

INVESTMENT INCOME:

NET APPRECIATION IN FAIR VALUE OF INVESTMENTS

\$ 4,437,502

INTEREST AND DIVIDENDS

22,323,475

GAINS OR LOSS ON SALES

19,378,572

NET INVESTMENT INCOME

\$ 46,139,549

TOTAL ADDITIONS

\$ 56,440,939

DEDUCTIONS:

REFUNDS

\$ 359,240

BENEFITS PAID

17,455,288

INVESTMENT EXPENSES

879,985

ADMINISTRATIVE EXPENSES

289,817

OTHER

50,086

TOTAL DEDUCTIONS

\$ 19,034,416

NET INCREASE (DECREASE)

\$ 37,406,523

ASSETS BEGINNING OF YEAR

\$ 208,773,290

ASSETS END OF YEAR

\$ 246,179,813



COLAs

Cost of Living Adjustments

3 Criteria MUST be met before COLAs can be granted.

- ✓ 1. The system has to have had a Net Increase in Market Value.
9/30/24 increase of \$37,406,523
- ✓ 2. The investment return has to exceed the required actuarial interest assumption.
The actuarial assumption is 7.25%; 9/30/24, the investment return was 7.40%.
- X 3. The cumulative value of any COLAs granted since 1999 can not exceed the cumulative net gains since 1999. Must be 100% funded
The unfunded liability balance on 9/30/24 (\$71,854,564).

Based on FL Statute 215.425 and the Code of Ordinances, a COLA can not be provided until the system's future actuarial gains exceed \$71,854,564, plus interest.



Retirees

For Year Ended 9/30/24

| | Number of Retirees | Annual Benefits | Average Benefit |
|---------|--------------------|-----------------|-----------------|
| General | 218 | \$ 5,362,266 | \$ 24,598 |
| FPUA | 256 | \$ 7,723,996 | \$ 30,172 |
| Police | 102 | \$ 4,669,182 | \$ 45,776 |
| Totals | 576 | \$ 17,755,444 | \$ 30,825 |



Contributions

For Year Ended 9/30/24

| | Number of Active Members | Rate | Employee Contributions | Employer Contributions |
|---------|--------------------------|--------|------------------------|------------------------|
| General | 234 | 17.56% | \$ 747,619 | \$ 2,586,429 |
| FPUA | 241 | 20.89% | \$ 1,057,046 | \$ 3,662,280 |
| Police | 116 | 16.93% | \$ 500,567 | \$ 1,747,449 |



Contribution Rates FY 2025 (Current)

| | Employee Rate | Employer Rate | Change from Previous Year |
|----------------|---------------|---------------|---------------------------|
| General | 5.16% | 18.57% | 1.01% |
| FPUA | 6.16% | 21.51% | .62% |
| Police | 5.16% | 18.17% | 1.24% |



Contribution Rates

FY 2026

| | Employee Rate | Employer Rate | Change from Previous Year |
|----------------|---------------|---------------|---------------------------|
| General | 5.16% | 19.74% | 1.17% |
| FPUA | 6.16% | 21.80% | .29% |
| Police | 5.16% | 20.38% | 2.21% |

City Commission Day Meeting

8. C.

Meeting Date: 06/09/2025

Re: Draft Comprehensive Safety Action Plan

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Presentation of the Comprehensive Safety Action Plan developed with a US Department of Transportation seeking guidance and direction.

Attachments

Presentation slides

Comprehensive Safety Action Plan DRAFT

Form Review

Form Started By: Selena Griffett

Started On: 04/02/2025 08:24 AM

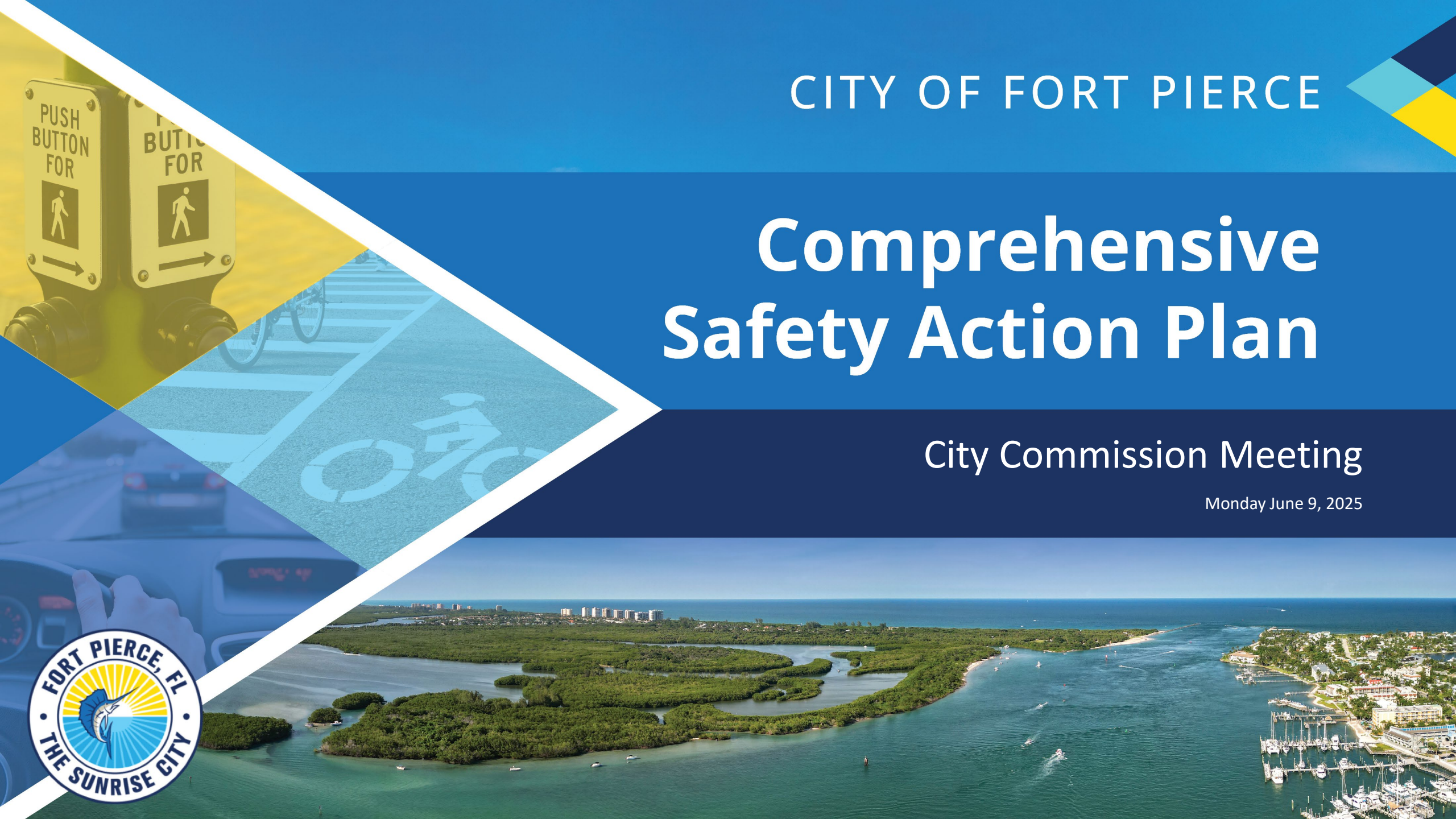
Final Approval Date: 05/27/2025

CITY OF FORT PIERCE

Comprehensive Safety Action Plan

City Commission Meeting

Monday June 9, 2025



START CROSSING
Watch For
Vehicles

DON'T START
Finish Crossing
If Started

TIME REMAINING
To Finish Crossing

DON'T CROSS

PUSH BUTTON
TO CROSS

US 1



Virginia Ave

West St. Louis Street



10TH ST

SPEED LIMIT 20

DECLARADO

Safe Streets and Roads for All (SS4A)

- Federal discretionary program with \$5 billion in appropriated funds over 5 years, 2022-2026
- Supports the U.S. Department of Transportation's National Roadway Safety Strategy and goal of zero roadway deaths using a Safe System Approach
- Special emphasis on vulnerable road users and equity

Comprehensive Safety Action Plan Elements

- A Safety Action Plan is aimed at preventing and significantly reducing roadway fatalities and serious injuries for all users
- Includes elements such as:
 - Leadership Commitment and Goal Setting
 - Safety Analysis
 - Engagement and Collaboration
 - Equity Considerations
 - Policy and Process Changes
 - Project Identification

S | S
4 | A

Safe Streets and Roads for All Action Plan Components

This document is not meant to replace the NOFO. Applicants should follow the instructions in the NOFO to correctly apply for a grant. See the SS4A website for more information: <https://www.transportation.gov/SS4A>

Leadership Commitment and Goal Setting

An official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, MPO Policy Board, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

- (1) the target date for achieving zero roadway fatalities and serious injuries, OR
- (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.



Planning Structure

A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.



Safety Analysis

Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).



FORT PIERCE COMPREHENSIVE SAFETY ACTION PLAN

Improving transportation safety requires a safe systems approach.

U.S. DOT has adopted a *Safe Systems Approach* to transportation safety. It works by building and reinforcing multiple layers of protection to both prevent crashes from happening in the first place and minimize the harm caused to those involved when crashes do occur.

The **Fort Pierce Comprehensive Safety Action Plan** (CSAP) will use a *Safe Systems Approach* to identify projects, policies, and programs to improve transportation safety in the city.

The *Safe Systems Approach* principles are:

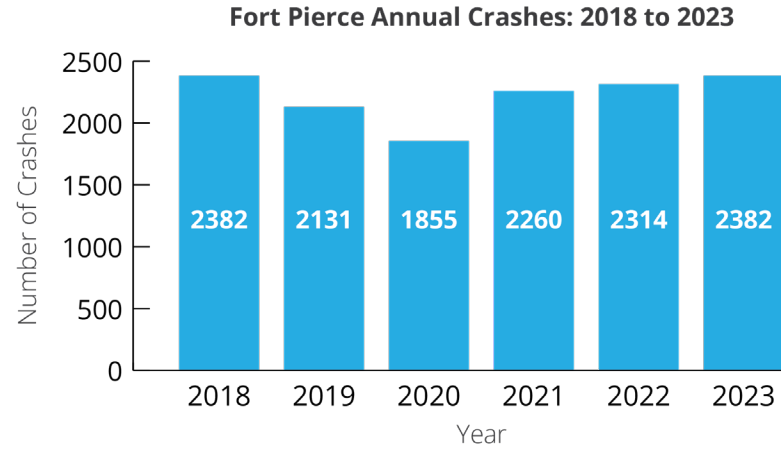
- Death and Serious Injuries are Unacceptable.
- Humans Make Mistakes.
- Humans Are Vulnerable.
- Responsibility is Shared.
- Safety is Proactive.
- Redundancy is Crucial.

This safety assessment provides the baseline measures for safety trends in Fort Pierce. The results of this assessment will be used to identify projects, policies, and programs to improve transportation safety in the city.



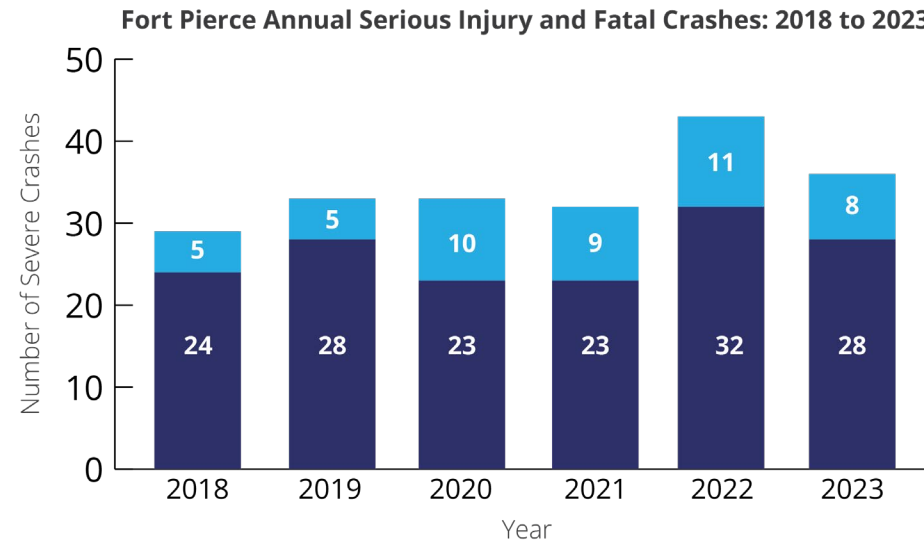
FORT PIERCE COMPREHENSIVE SAFETY ACTION PLAN

Traffic crashes are a persistent trend in Fort Pierce.



6

Average number of crashes per day over past six years.



3.6

Average number of serious injury and fatal crashes every month over past six years.

■ Incapacitating Injury ■ Fatal (within 30 days)

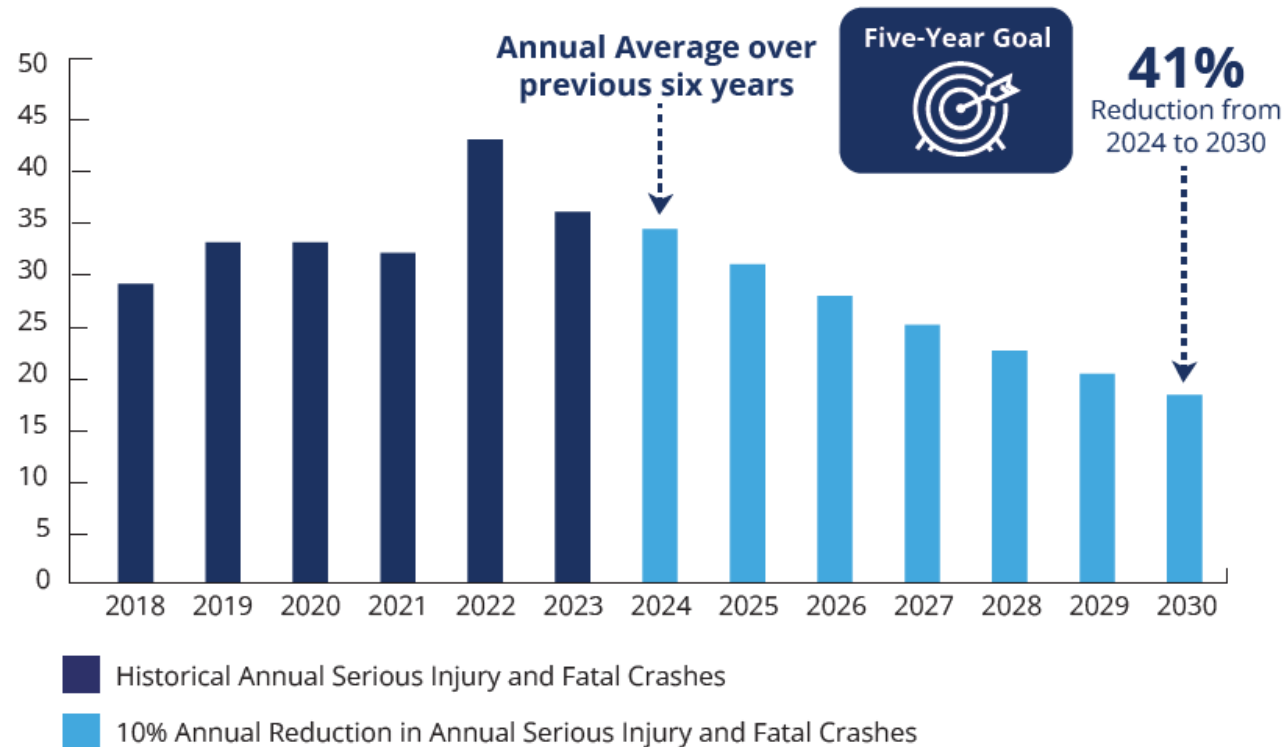
Source: Florida Department of Transportation



FORT PIERCE COMPREHENSIVE SAFETY ACTION PLAN

Longterm Goal: No serious injury and fatal crashes.

Short term Goal:



FORT PIERCE COMPREHENSIVE SAFETY ACTION PLAN

"Jenkins Rd. in between Orange & Okeechobee is very dangerous for bicycle riding."

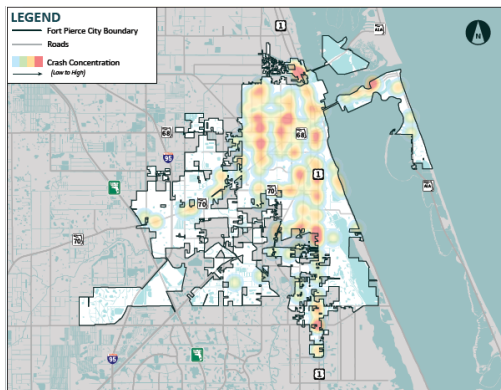
"Delaware Ave is like a dirt road. Also have police enforce speeders."

"Prioritize elderly and kids."

"Indrio Rd is very unsafe for bike riding or walking."

"Lots of potential, but not applying itself; needs to get some goals and work harder."

"Create more clarity of where to walk and bike with dedicated space."



-  Save lives with slower vehicle speeds
-  Design safer streets
-  Coordinate regional implementation
-  Create culture of safety leadership and accountability
-  Protect the most vulnerable road users
-  Foster a culture of safe travel



Planning Process



Overview of Recommendations

Projects

Policies

Programs



Save lives with slower vehicle speeds



Design safer streets



Coordinate regional implementation



Create culture of safety leadership and accountability



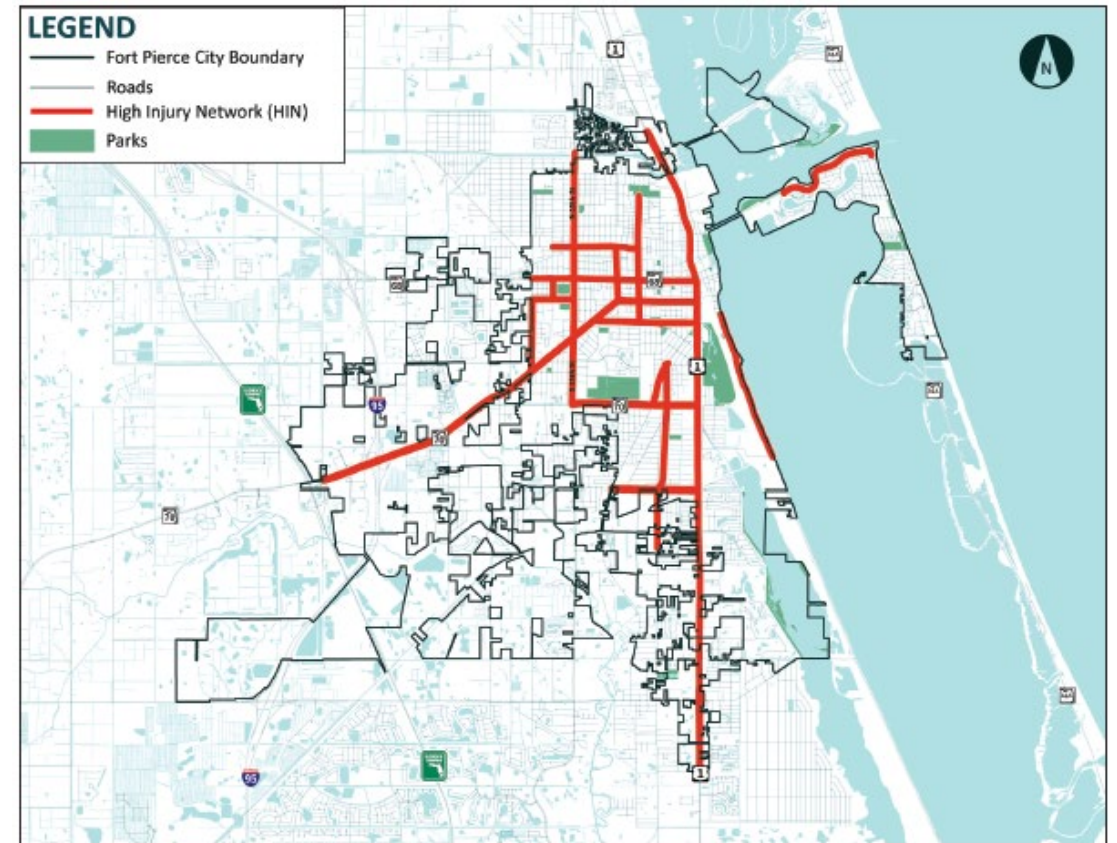
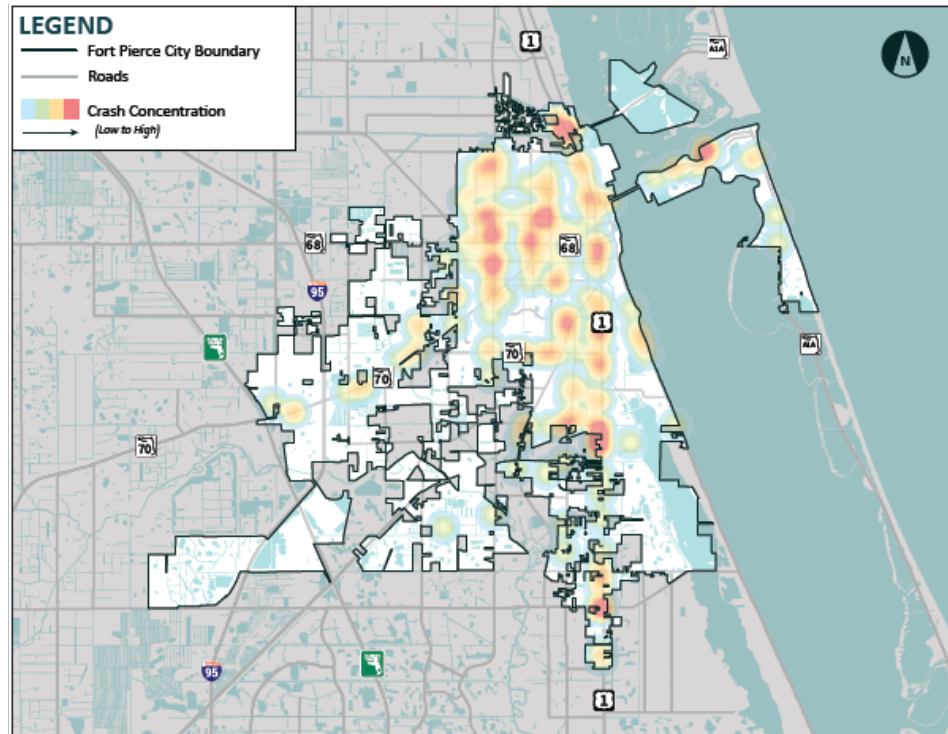
Protect the most vulnerable road users



Foster a culture of safe travel

FORT PIERCE COMPREHENSIVE SAFETY ACTION PLAN

High Injury Network



13%
of roadway network

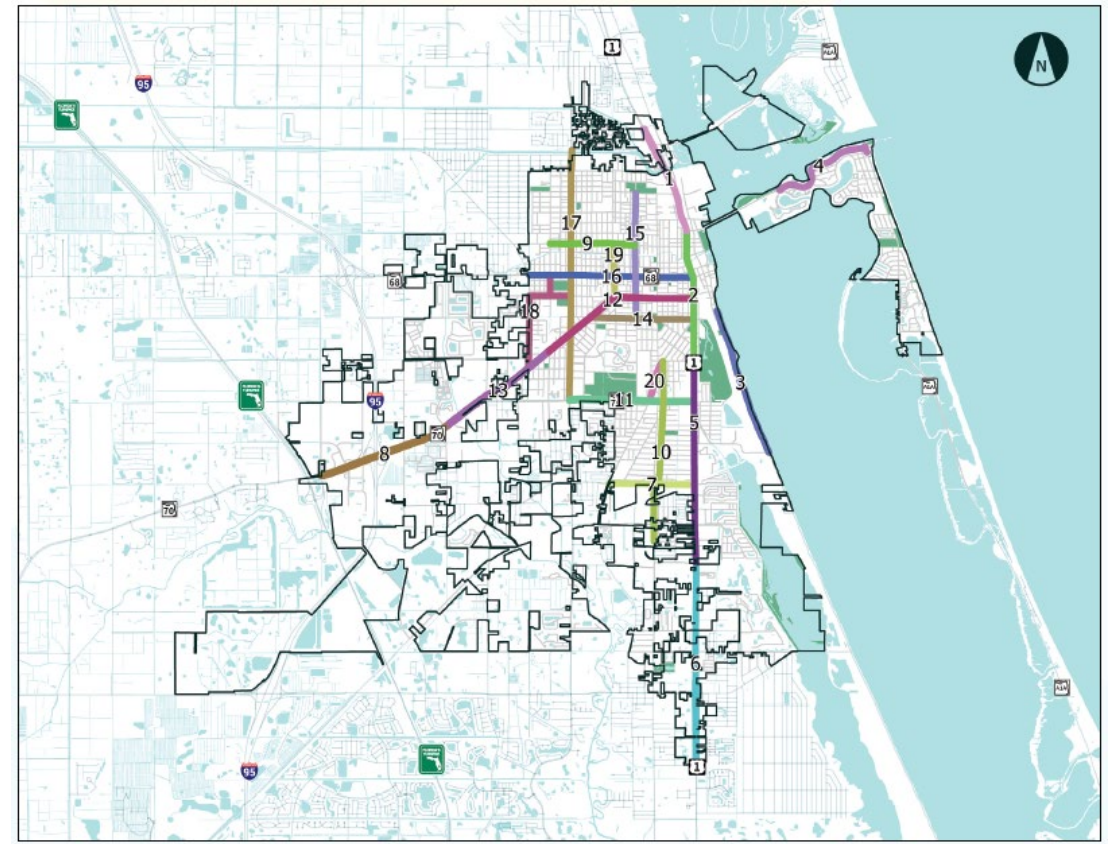
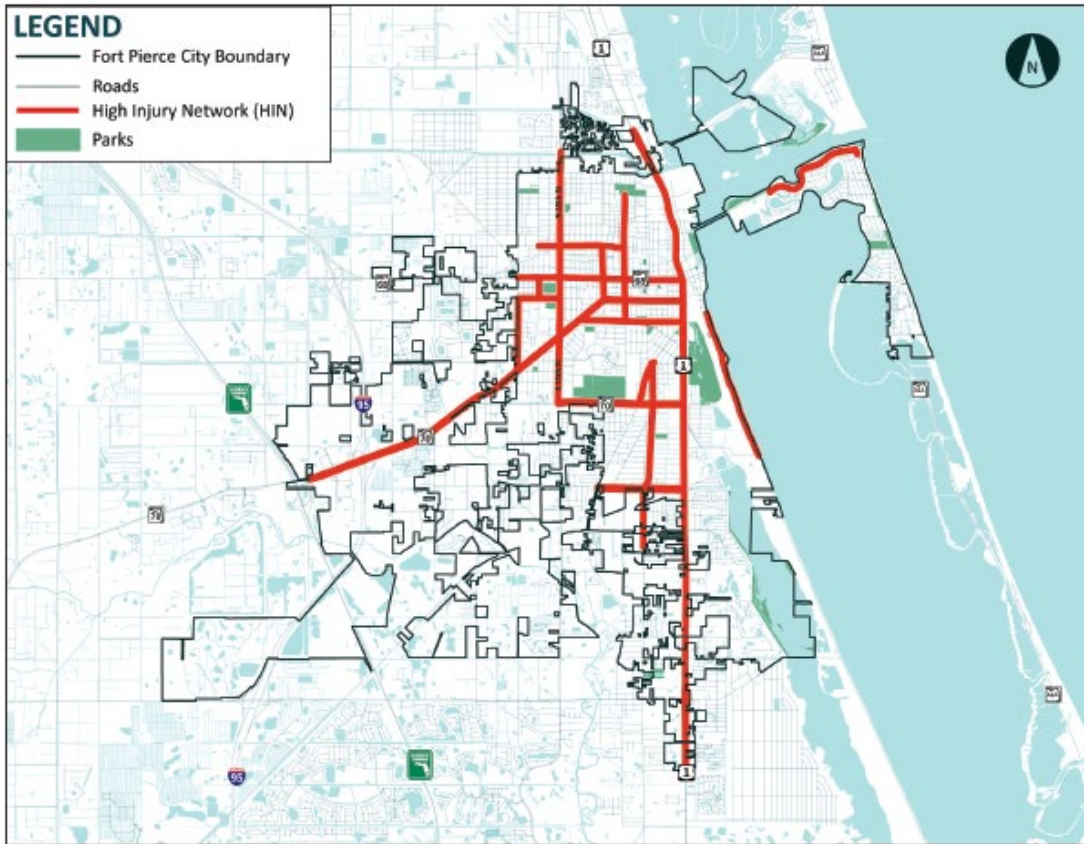
71%
of all crashes

84%
of all crashes



FORT PIERCE COMPREHENSIVE SAFETY ACTION PLAN

Projects



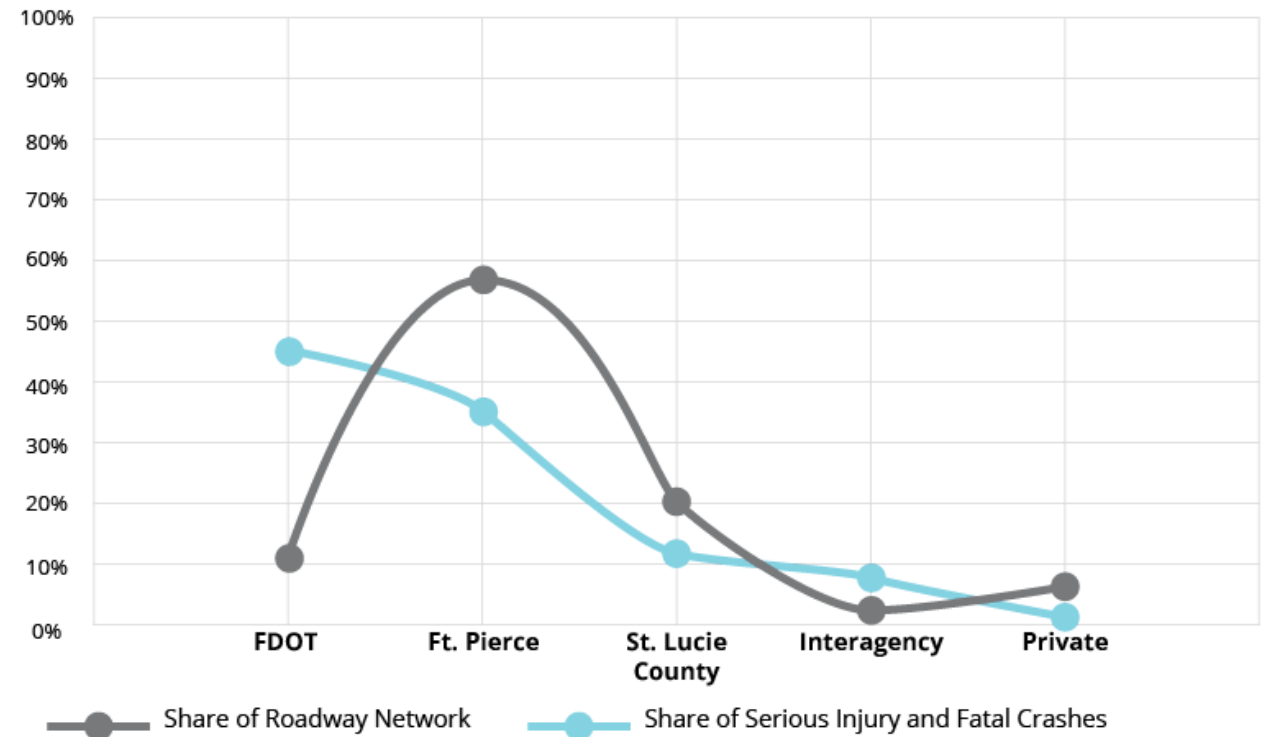
20 Projects



FORT PIERCE COMPREHENSIVE SAFETY ACTION PLAN

Working with regional partners is key to reducing and eliminating serious injury and fatal crashes in Fort Pierce

Ft. Pierce Serious Injury and Fatal Crashes by Roadway Ownership



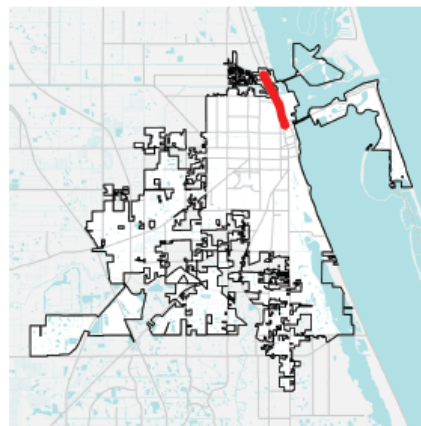
Source: Florida Department of Transportation



Project Details

Project 1: US 1 from Juanita Avenue to Seaway Drive

This US 1 segment serves commuters, freight trucks, and drivers from northern cities and Fort Pierce suburbs. It ends at Seaway Drive, the only access point to inlet businesses and residences. This segment sees diverse traffic and has a history of severe crashes – at least 2 fatalities and over 5 serious injury crashes in the past 5 years.



| TOP 3 CRASH TYPES | | RECOMMENDED COUNTERMEASURES | |
|---|-----|--|-----------------|
| <ul style="list-style-type: none"> » Left Turn » Rear End » Same Direction Sideswipe | | <ul style="list-style-type: none"> ✓ Variable Speed Limits ✓ Road Diet ✓ Backplates with Retroreflective Borders ✓ Corridor Access Management ✓ Dedicated Left and Right Turn Lanes ✓ Reduced Left-Turn Conflict Intersections ✓ Roundabouts ✓ Yellow Change Intervals ✓ Pavement Friction Management | |
| CRASH STATISTICS | | ROADWAY CONTEXT | |
| Overall Crash Ranking | #6 | Ownership | FDOT |
| Total Crashes | 432 | Context Classification | Urban |
| Serious Crashes | 12 | Vehicle Volume (Cars per day) | High (> 15,000) |
| Fatal Crashes | 1 | Functional Classification | Arterial |



FORT PIERCE COMPREHENSIVE SAFETY ACTION PLAN

FIRST YEAR STRATEGY

1

Create Vision Zero Task Force

Quarterly meetings to evaluate progress & plan next steps.

2

Apply for FDOT Safety Program Funds

Implement Safe Routes to School Program & apply for High Visibility Enforcement grant.

3

Apply for Grants

Apply for at Least One Federal or State Grant

4

Implement First Traffic Calming Projects

Identify first locations for traffic calming projects and implement them within one year of plan adoption.

5

Publish First Annual Safety Report

Begin the annual process of measuring and reporting progress towards achieving the City's transportation safety goals.

6

Host First Annual Safety Award Event

Celebrate and acknowledge the progress and success stories from the first year of implementation work.



FORT PIERCE COMPREHENSIVE SAFETY ACTION PLAN

Providing Feedback on Draft Plan

Project Website



- FtPierceSafetyPlan.com

Fort Pierce Comprehensive Safety Action Plan

[Project Home](#) [Project Documents](#) [Survey](#) [Get Involved](#)

The City of Fort Pierce is developing a Comprehensive Safety Action Plan to prevent and significantly reduce roadway fatalities and serious injuries in our community. This project site will serve as the central location for information about the plan as it is developed. Check back regularly for information about opportunities to share input and review findings and recommendations.

Why is this plan being developed?

Key Dates

Wednesday 16 October 2024 5:30 pm
Public Kickoff Meeting
Where: River Walk Center
When: 5:30pm to 7:00pm
Address: 600 Indian River Dr, Fort Pierce, FL 34950



Disclaimer

- 23 United States Code Section 407
- Discovery and admission as evidence of certain reports and surveys.
- Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or railway-highway crossings, pursuant to sections 130, 144, and 148 of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.



CITY OF FORT PIERCE

Comprehensive Safety Action Plan





TABLE OF CONTENTS

Section

Page

| | | |
|-----------|--------------------------------------|-----------|
| 01 | Plan Overview | 3 |
| 02 | Project Recommendations | 15 |
| 03 | Policy Recommendations..... | 31 |
| 04 | Program Recommendations | 39 |
| 05 | Implementation..... | 47 |

Appendices

Appendix A: Projection Prioritization & Project Summary Sheets

Appendix B: Community Input Summary

Appendix C: Safety Assessment

Appendix D: Safety Scorecard Template

Appendix E: Crash Ranking Analysis

Appendix F: Countermeasures Matrix



01

PLAN OVERVIEW



WHAT IS OUR COMMITMENT TO CREATING A SAFER TRANSPORTATION SYSTEM?

The City of Fort Pierce is committed to eliminating transportation-related serious injuries and fatalities. This plan is developed to make significant progress towards this goal.

On average, there have been 34 serious injury and fatal crashes a year over the past six years. This translates to an average of over three serious injury and fatal crashes a month over the past six years.

Additionally, these severe crashes create a significant cost burden on the community. Annually serious injury and fatal crashes cost the community \$148 million (or \$405,000 per day) while accounting for just 1.5% of all crashes in the city. Focusing on eliminating the most severe crashes will save lives and money.

The Fort Pierce Comprehensive Safety Action Plan (CSAP) acknowledges that the transportation system that generates these outcomes is the result of decades of investment in development patterns and transportation infrastructure. The work and investment needed to eliminate the most severe crashes will take years.

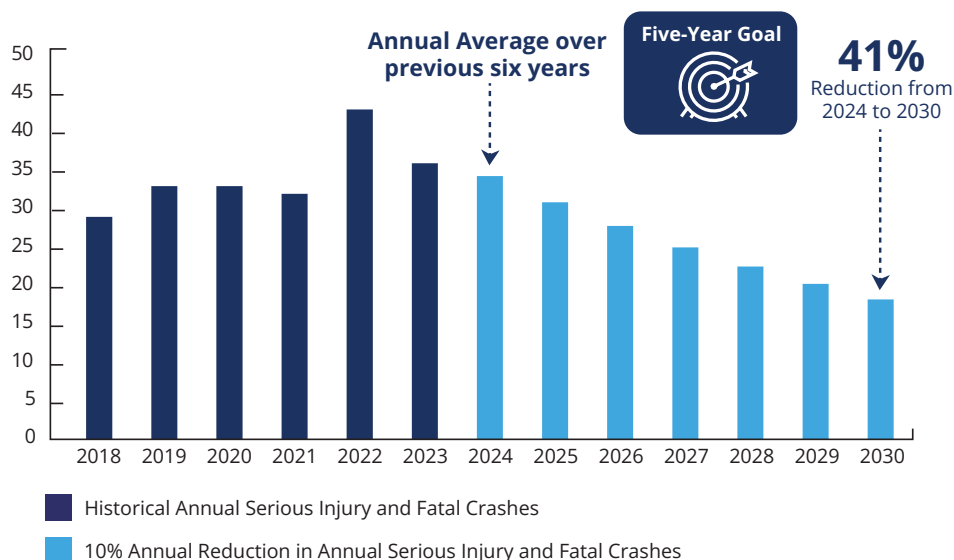
To this end, the City commits to a short-term goal of reducing serious injury and fatal crashes by 41% over the next five years. This goal represents a commitment to reduce serious injury and fatal crashes by 10% a year over the next five years.

The City's long-term goal is to eliminate serious injury and fatal crashes. This goal represents a commitment to achieving vision zero in alignment with St. Lucie Transportation Planning Organization (TPO) and the Florida Department of Transportation (FDOT) safety goals to eliminate serious injury and fatal crashes.

This plan establishes a shared vision for how people travel safely in the city. To realize this vision, the plan outlines specific actions to be implemented over time. It will also require a multi-faceted approach, consistent funding, and leadership to save lives.








The chart below illustrates City's short-term commitment and vision.

Annual Serious Injury and Fatal Crash Trend Goal



HOW WILL WE MEASURE PROGRESS?

This plan outlines a way forward with attainable goals to improve transportation safety in Fort Pierce. The goals for this plan were developed by combining a data driven approach to understanding transportation safety trends with community input. And they provide the lens through which future decisions should be made to make it safer to travel in the city. When implemented, the plan will create these key outcomes:

| GOAL | WHAT IS THE CHALLENGE? | WHAT DID THE COMMUNITY SAY? | WHAT DOES SUCCESS LOOK LIKE? | Overall Goal |
|---|--|--|--|--|
|  <p>Save lives with slower vehicle speeds</p> | <p>78% of fatal crashes in Fort Pierce occur on streets with speed limits of 35 mph or higher.</p> | <p>Residents repeatedly voiced concerns about drivers speeding in the city.</p> | <p>When crashes occur, they don't result in serious injury or death.</p> |  <p>Eliminate serious injury and fatal crashes</p> |
|  <p>Design safer streets</p> | <p>Street design influences crash severity. 72% of serious injury and fatal crashes in the city occur on major roads.</p> | <p>Residents asked for more street designs that make is easier to travel along streets or cross intersections.</p> | <p>People driving drive at or below the posted speed limit, yield to people crossing the street, and follow the rules of the road.</p> | |
|  <p>Coordinate regional implementation</p> | <p>46% of the serious injury and fatal crashes in Fort Pierce occur on FDOT roadways and 12% occur on St. Lucie County roadways.</p> | <p>Residents regularly shared major roads are the areas they feel most unsafe, and represent barriers between neighborhoods.</p> | <p>The City of Fort Pierce commits to facilitating regional coordination and partnerships in tackling fatal and serious injury crashes in Fort Pierce.</p> | |
|  <p>Create culture of safety leadership and accountability</p> | <p>46% of the serious injury and fatal crashes in Fort Pierce occur on FDOT roadways and 12% occur on St. Lucie County roadways.</p> | <p>Many people expressed a desire for action in their neighborhoods and see regular and consistent improvements.</p> | <p>Elected officials and department leaders are regularly providing updates and prioritizing investments annually for safety projects, programs, and policy changes.</p> | |
|  <p>Protect the most vulnerable road users</p> | <p>29% of serious injury and fatal crashes in Fort Pierce involve people walking and biking, yet they account for just 4% of all trips in the city. People outside of vehicles are more vulnerable when involved in crashes.</p> | <p>Many people shared they feel unsafe walking and biking in the city, and shared they would walk and bike more if they felt safer and more protected when doing so.</p> | <p>Comfortable and safe feeling sidewalks and bikeways are built, particularly along major roads to separate people walking and biking from fast moving vehicles.</p> | |
|  <p>Foster a culture of safe travel</p> | <p>Several of the top contributing factors to serious injury and fatal crashes are the result of inattention to safe behaviors, such as aggressive driving, speeding, distracted driving, and impaired driving.</p> | <p>Residents shared a desire for an increase in traffic enforcement and education campaigns to curb dangerous travel decisions.</p> | <p>Safety enforcement activities and educational programs are conducted regularly to promote safe travel behavior.</p> | |

SS4A PROGRAM

This project is funded by the City of Fort Pierce and United States Department of Transportation (USDOT) Safe Streets For All (SS4A) grant program. The *Infrastructure Investment and Jobs Act* (IIJA) established the discretionary grant program with \$5 billion in appropriated funds through fiscal years 2022 to 2026.

The purpose of the program is to reduce and eliminate serious injuries and fatalities on the nation's roadways. This approach supports USDOT's larger *National Roadway Safety Strategy*.

There are two types of grants under the SS4A program. Planning and Demonstration grants provide funding for safety action plans (like this plan for Fort Pierce) and pilot projects to test and measure smaller safety projects. Implementation grants are larger grants to fund projects and programs identified in a safety action plan. With the completion of this plan, the city is eligible to apply for SS4A Implementation grants.

Lastly, the SS4A program requires that specific topics be addressed as part of the safety action plan development. This plan satisfies the requirements for SS4A action plans.

SAFE SYSTEMS APPROACH

USDOT has adopted a *Safe Systems Approach* to transportation safety. It works by building and reinforcing multiple layers of protection to both prevent crashes from happening in the first place and minimize the harm caused to those involved when crashes do occur.

The *Fort Pierce Comprehensive Safety Action Plan* (CSAP) uses a *Safe Systems Approach* to identify projects, policies, and programs to improve transportation safety in the city.

The *Safe Systems Approach* principles are:

- Death and Serious Injuries are Unacceptable.
- Humans Make Mistakes.
- Humans Are Vulnerable.
- Responsibility is Shared.
- Safety is Proactive.
- Redundancy is Crucial.

These principles and proven industry countermeasures were used as criteria (in addition to safety data analysis and community input) to develop the recommendations for this plan. By combining industry standards and proven countermeasures with community priorities and safety trends, this plan represents a unique strategy to address local priorities and save lives.



NEEDS AND TRENDS

This plan uses a data driven approach to identify transportation safety needs and trends in Fort Pierce. The findings from the safety assessment were used to identify performance measures to track safety outcomes overtime, as well as develop the recommendations for this plan. The key metrics are highlighted here. The full safety analysis can be found in *Appendix C: Safety Assessment*.

Traffic Crashes are a Persistent Trend in Fort Pierce.

The goal of the Comprehensive Safety Action Plan is to reduce crashes, particularly those that result in serious injuries and death.

By any type of crash severity, crashes are a persistent and regular part of daily life in Fort Pierce. Over the past six years, there have been an average of six crashes per day. Over the same time frame, there was an average of 3.6 serious injury and fatal crashes every month.

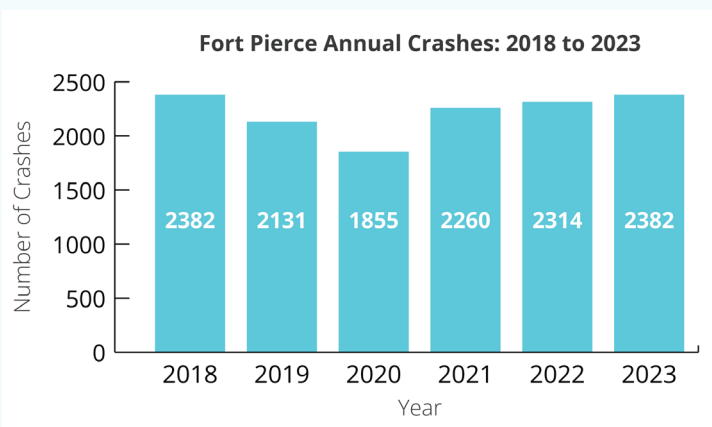
6

Average number of crashes per day over past six years.

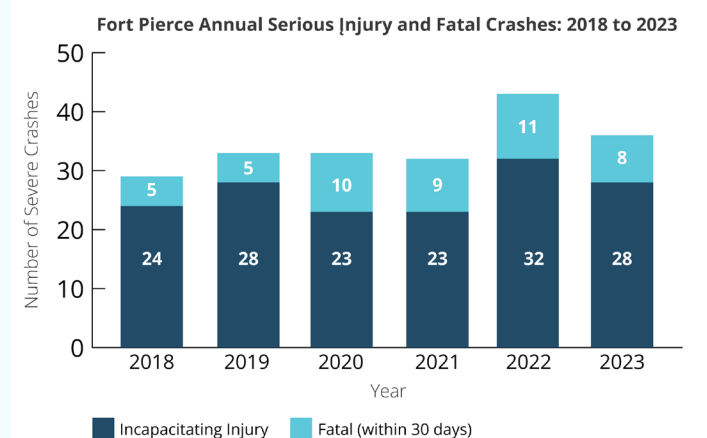
3.6

Average number of serious injury and fatal crashes every month over past six years.

Fort Pierce Annual Crashes (2018-2023)



Fort Pierce Annual Serious Injury and Fatal Crashes (2018 to 2023)



Severe and Fatal Crashes Cost Lives and Money.

Vehicles can be repaired or replaced. People that lose their lives cannot. Additionally, those experiencing severe injuries are not able to return to normal life, resulting in loss of ability to work and care for themselves.

These types of crashes have both individual and community costs.

In Fort Pierce, serious injury and fatal crashes account for 1.5% of all crashes and 63% of the economic cost of all crashes. Over the past six years, the economic cost of serious injury and fatal crashes has been \$888 million. This translates to an average daily cost of \$405,000.

Focusing on serious injury and fatal crashes will save lives and money.

How You Choose To Travel in Fort Pierce Impacts Your Safety.

Most serious injury and fatal crashes in Fort Pierce are people driving crashing into other people driving. However, people walking and biking are disproportionately involved in serious injury and fatal crashes.

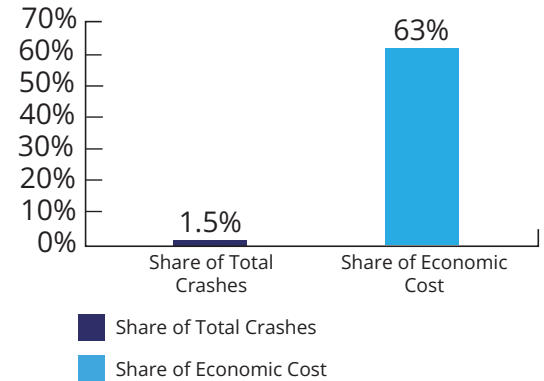
These facts highlight the need to focus on slowing drivers down and protecting those more vulnerable to serious injuries and fatalities.

Working with Regional Partners is Key to Reducing and Eliminating Serious Injury and Fatal Crashes in Fort Pierce.

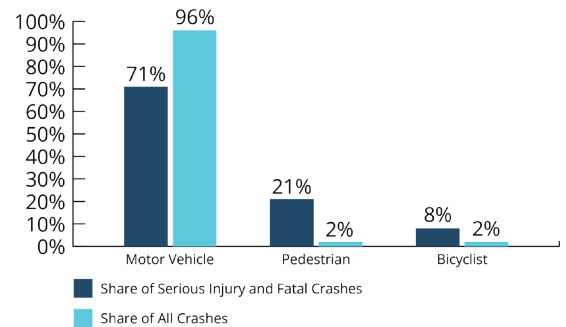
Only 36% of the serious injury and fatal crashes in Fort Pierce occur on roads the city owns. 46% of the serious injury and fatal crashes occur on Florida Department of Transportation (FDOT) roadways and 12% occur on St. Lucie County roadways.

Coordination with the state and county is needed to reduce and eliminate the most severe crashes in Fort Pierce.

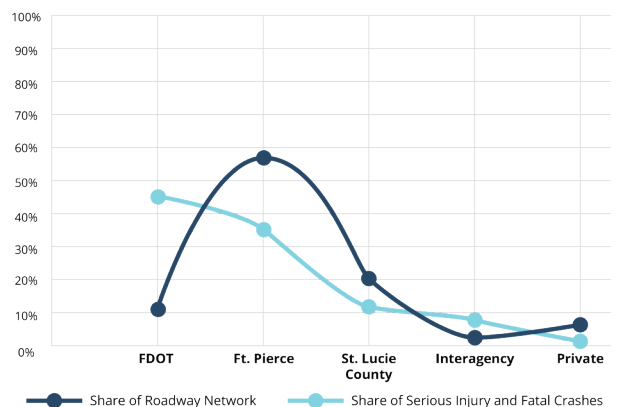
Serious Injury and Fatal Crashes: Share of Total Crashes vs. Share of Economic Cost



Share of Serious Injury and Fatal Crashes vs Share of all Crashes by Mode



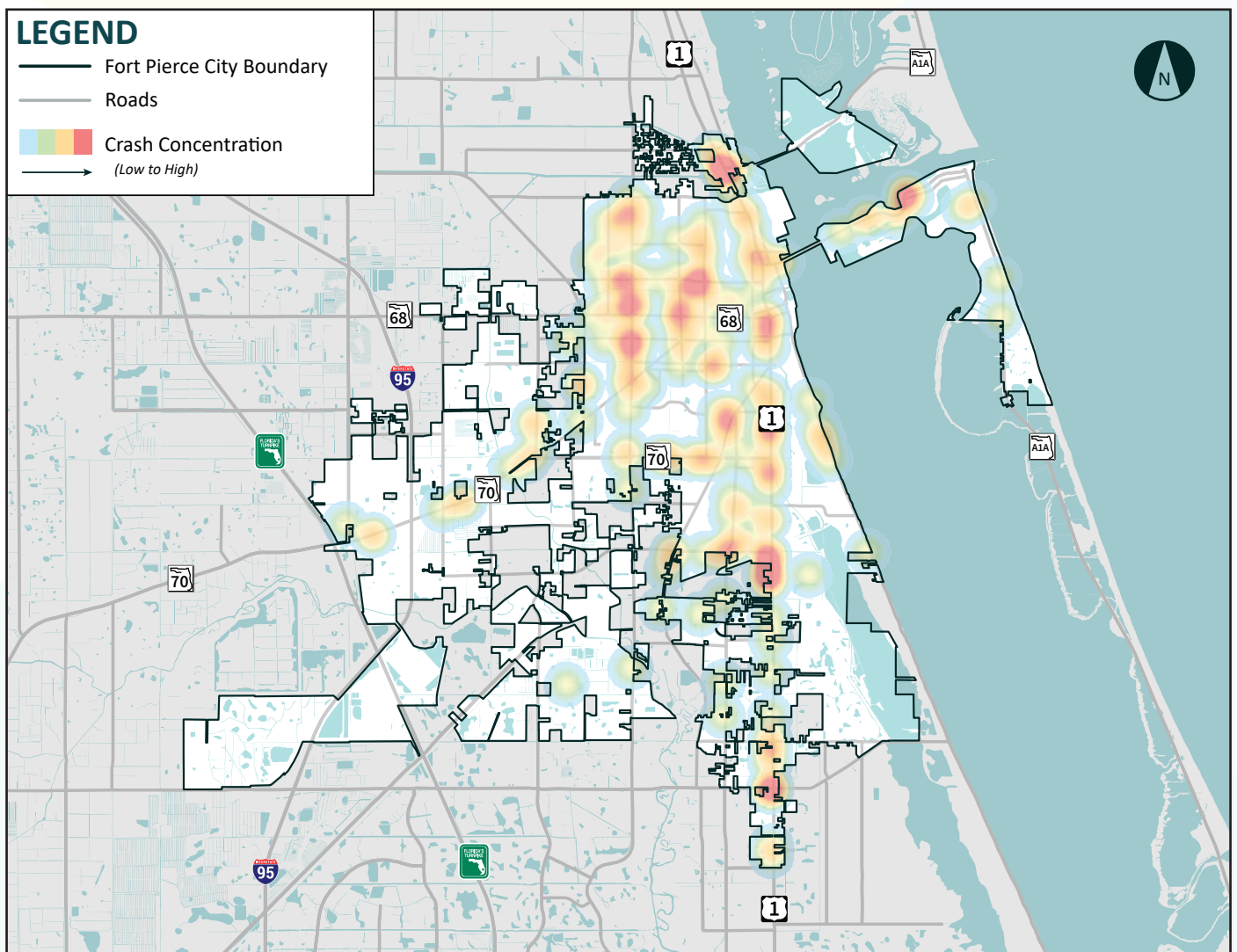
Fort Pierce Serious Injury and Fatal Crashes by Roadway Ownership



Crash Map

Traffic-related crashes occur through the city. However, they are concentrated in certain areas of the city, along certain roadways, and at certain intersections.

The map below summarizes where crashes have been concentrated in Fort Pierce over the past five years. Mapping analysis of where crashes have occurred and their severity was used to develop the recommendations for this plan. The focus for this plan is on specific areas with higher concentrations of crashes and crash severity. The results of the analysis was used to prioritize project and areas for transportation safety investments.



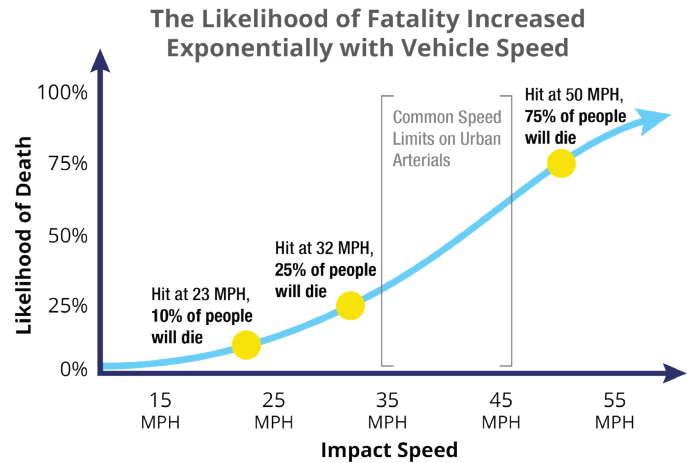
WHY SPEED MATTERS

The National Association of City Transportation Officials (NACTO) is a coalition of North American city and transit authorities that work together to solve transportation issues and advance transportation safety through collaboration, research, and advocacy. NACTO goals for vision zero focus on prioritizing safety over speed, through managing speeds through street design and advocating for slower, safe speeds.

The posted speed of a road has a direct correlation to the actual and perceived safety of a road. Fatalities happen most frequently on roads with higher speed limits. Higher speed roads are particularly dangerous for people walking and biking. Someone walking or biking that is hit by a car going 32 miles per hour has a 25% chance of dying. When hit by a car going 50 miles per hour, that chance increases to 75%. People driving on roads with higher posted speed, regardless of if they are speeding, are more likely to kill someone walking or biking.

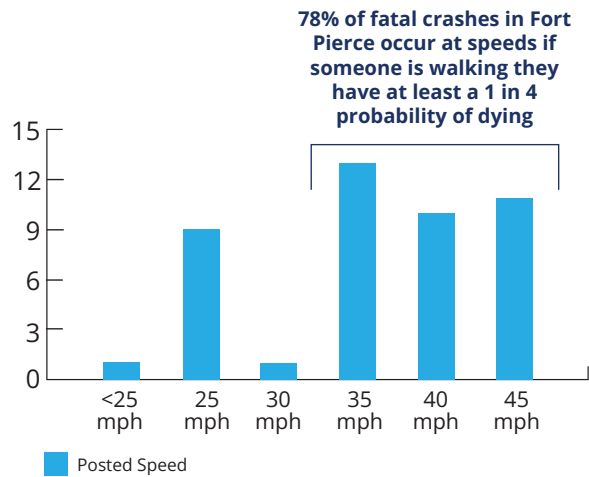
Roads designed for higher vehicle volumes, namely arterial roads, account for a majority of serious injury and fatal crashes in Fort Pierce. 72% of serious injury and fatal crashes in Fort Pierce are on arterial roads. These are major roads like US 1, Orange Avenue, and Okeechobee Road. These roads typically have higher posted speed limits than neighborhood streets like 10th Street or Citrus Avenue. This creates an environment where there are many cars traveling at high speeds, regardless of if they are speeding or not.

NACTO Likelihood of Fatality by Speed



Source: NACTO City Limits

Fort Pierce Fatal Crashes by Posted Speed*



* The City of Fort Pierce has a city-wide speed limit of 25 MPH on all city-owned streets

NACTO Higher Travel Speed and Reactivity

1 Crashes at higher speeds are more forceful and thus more likely to be fatal

2 Drivers traveling at higher speeds have a narrower field of vision

3 Drivers traveling at higher speeds travel further before they can react

4 Drivers traveling at higher speeds travel further before they can react

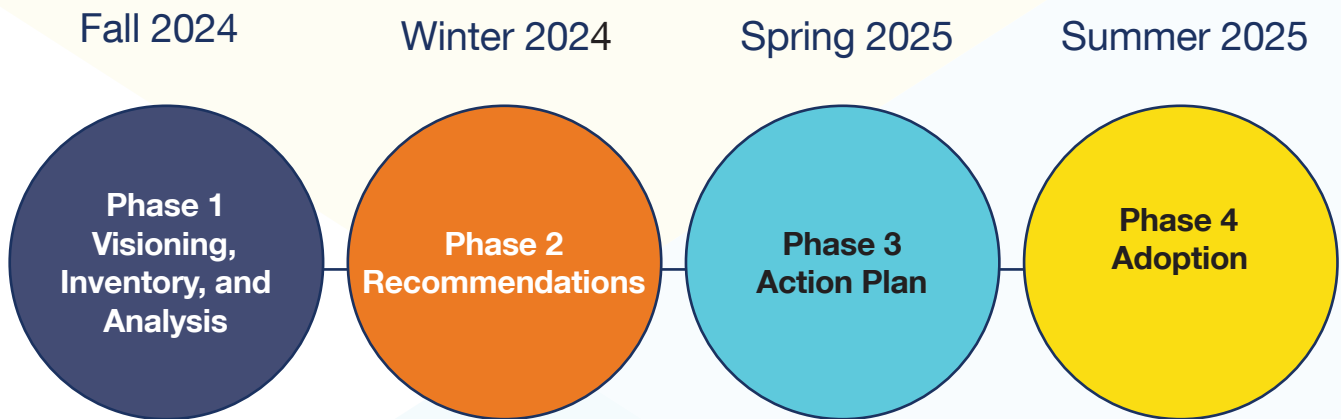
Source: NACTO City Limits: Setting Safe Speed Limits on Urban Streets, 2020



PLANNING PROCESS

The development of Fort Pierce’s Comprehensive Safety Action Plan was a collaborative effort between the City, the community, and regional partners. The project began with a data driven assessment of existing transportation safety trends, followed by community meetings, an online survey, and a series of technical meetings with regional partners (like FDOT, the St. Lucie TPO, and St. Lucie County). By combining data analytics with the lived experiences of the community, the recommendations are grounded in needs and priorities of Fort Pierce.

Planning Process



Community Engagement

In-Person

In-person meetings included:

Public kickoff meeting in October 2024

Three neighborhood meetings in December 2024

One open house in April 2025

Online Survey

The online survey was open from October 2024 to December 2024. The survey included a series of questions, as well as an interactive map where people can place points at specific locations.

Regional & Technical Collaboration

A series of technical coordination meetings were held over the course of the planning process. Participants included city departments, public safety officials, Florida Department of Transportation, St. Lucie County, St. Lucie County School District, and St. Lucie TPO.

WHAT WE HEARD

Community ideas about improving transportation safety was a key input in the development of this plan. The first-person perspective of those that participated help reinforce trends identified with the safety data, as well as identify needs the data alone could not identify.

Consistent themes emerged from in-person meetings and feedback collected from the community meetings.

- Speeding is a persistent experience and concern in Fort Pierce.
- There is a desire for more enforcement to address people speeding and driving aggressively.
- Focus enforcement and traffic calming around schools.
- Expand traffic calming in neighborhoods.
- Prioritize the safety of people walking and biking. People feel unsafe around cars, particularly on major roads where there are high volumes of drivers and higher vehicle speeds.
- Increase maintenance and repair of pavement markings (like faded crosswalks) and signs (like faded or damaged Stop signs).

In short, the community expressed the need for a Safe Systems approach for this plan. With desire for changes like clearer signage, slower speeds, safe infrastructure for vulnerable road users, educational campaigns, and partnerships between community and governing agencies. See *Appendix B: Community Input* for community input details.

36

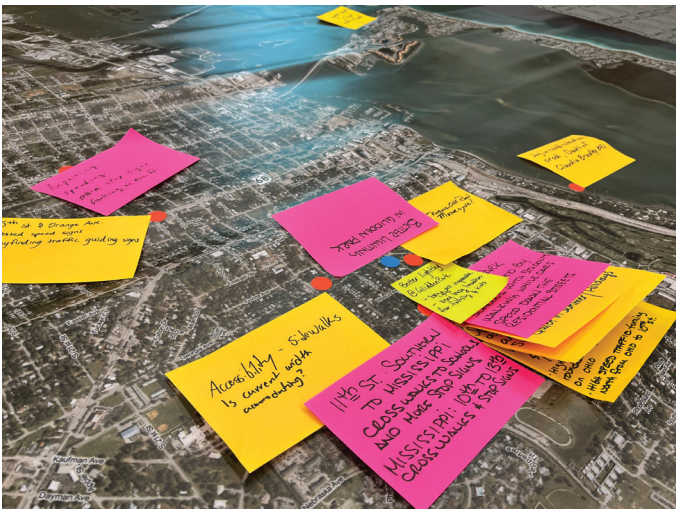
People attended in-person meetings

29

On-line surveys completed

130

Geographic-specific generated online and at in-person meetings



RECOMMENDATIONS OVERVIEW

The recommendations for this plan include a mix of projects, policies, and programs. The phased approach to implementing these recommendations will provide the stepping stones for the City to achieve its transportation safety goals.

Details for each topic (projects, policies, and programs) can be found in the corresponding chapters for each topic. Additionally, the *Implementation* chapter outlines a budget strategy to guide investment and an evaluation strategy to track progress and success over time.



HIGH INJURY NETWORK

The High Injury Network, or HIN, is a requirement of the SS4A program grant. The creation of the HIN helps focus and prioritize safety efforts along specific roadways.

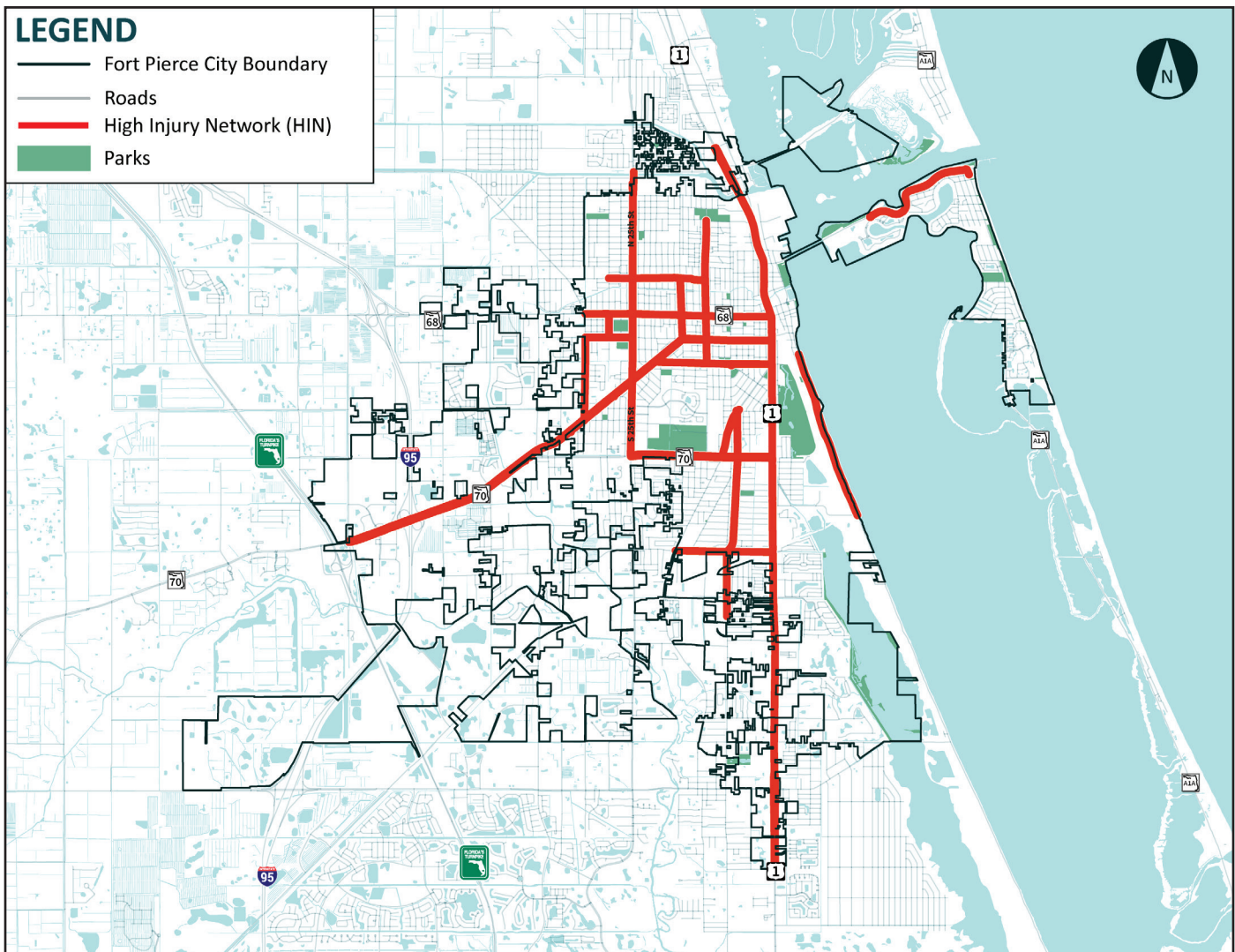
The HIN for Fort Pierce covers 13% of the roadway network. However, 71% of all crashes and 84% of all serious and fatal crashes over the past six years have occurred on the HIN.

Targeting investments and enforcement activities on the HIN will concentrate investment where it is needed most in the city.

The process to determine the HIN used data analysis and community input. All crashes were considered in the data analysis, with more severe crashes weighted more heavily in the scoring criteria. Community input was used to refine the network and ensure a complete and connected network for safety strategies.

A more detailed description of how the HIN was developed can be found in the Project Recommendations chapter and in *Appendix C: Safety Assessment*.

The map below shows the HIN segments for this plan.



02

PROJECT RECOMMENDATIONS



RECOMMENDATIONS OVERVIEW

The recommendations for this safety plan represent a comprehensive and layered approach to reduce and eliminate the number of people seriously injured and dying on the road in Fort Pierce. A combination of projects, policies, and programs are identified to provide a phased and consistent approach to implementation efforts. The recommendations describe physical changes to the way roads are built and operate, make changes to decision-making about infrastructure and travel behavior to improve safety outcomes, and implement programs that educate, encourage, and enforce safe travel behaviors. When implemented, these changes will help the community achieve its transportation safety goals for this effort.

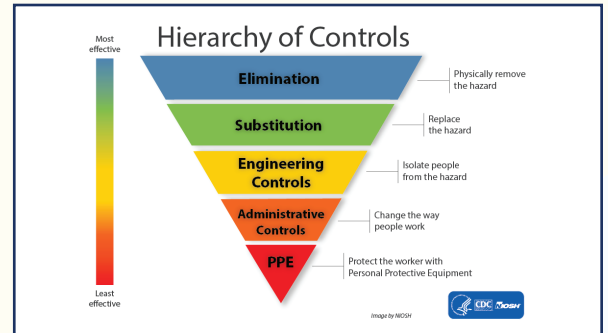
Details for each topic (projects, policies, and programs) can be found in the corresponding chapters for each topic. Additionally, the *Implementation* chapter outlines a budget strategy to guide investment and an evaluation strategy to track progress and success over time.



IMPLEMENTATION PRIORITIES

Public Health Strategy to Reducing the Severity of Crashes in Fort Pierce

The Centers for Disease Control (CDC) developed a hierarchy of controls for safety. The most effective strategy is to eliminate or remove a hazard. An example of this type of approach in roadway safety would be to eliminate vehicle's ability to go over 20 MPH. The least effective strategy in the CDC hierarchy is personal protective equipment. An example of this approach in roadway safety would be encouraging people walking and biking to wear helmets and reflective clothing.

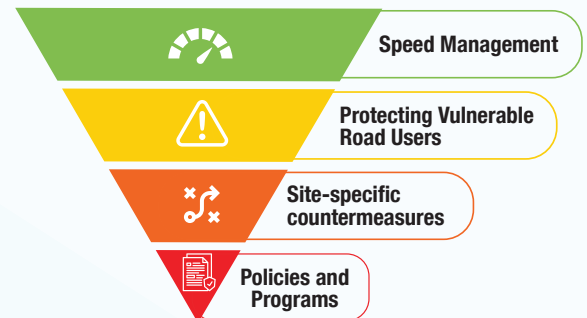


This plan recognizes that eliminating vehicles going over 20 MPH is not feasible, nor is an expectation that everyone will wear reflective clothing, and that this solves the severity problem with crashes.

Based on national research on contributing factors to why vehicles speeds influence the severity of crashes, as well as local crash trends, a priorities "Hierarchy of Controls" is developed for this plan. It takes the same approach to effectiveness as the CDC Hierarchy of Control and applies it to the recommendations for this plan. For all projects and actions to improve safety and reduce the severity of crashes, decisions should use this hierarchy as the lens for decision making.

Speed Management

Local data and national data show the same result. As the speed of vehicles increase, so does the severity of crashes. All projects and initiatives should look for ways to reduce the speed of vehicles. In particular, slowing vehicles down below 35 MPH wherever possible. For higher speed roadways e.g. with posted speeds of 45 MPH or greater, the focus should be on strategies to get more drivers to not exceed the speed limit.



Protecting Vulnerable Road Users

Vulnerable road users are not driving, such as people walking, biking, or riding e-assist devices like scooters. The data shows that when people not driving are involved in a crash, the severity risk of the crash increases considerably. All projects should examine ways to separate vulnerable road users in time e.g. giving someone walking an exclusive signal phase to cross an intersection, or space e.g. creating dedicated and separated space from the roadway like a sidewalk or separated bike lane.

Site-Specific Countermeasures

Site-specific countermeasures are safety improvements focused on a specific neighborhood or specific road segment. This type of improvement is the least comprehensive, but also most tangible to implement and still be effective at mitigating crashes. An example would be installing flashing yellow left-turn signals at intersections with a crash history of left-turn crashes.

Programs and Policies

Programs and policies are important, yet they are the least effective in reducing the severity of crashes. In a Safe Systems Approach, programs and policies are a critical part of changing behavior. They should still be pursued. However it should be acknowledged that they will likely move the needle the least when it comes to reducing the severity of crashes in Fort Pierce.

SYSTEMIC STRATEGIES

Systemic strategies are transportation safety strategies that can be applied across an entire network. Examples include neighborhood traffic calming where it can be applied in the same way across multiple contexts.

In Fort Pierce, two systemic safety strategies were identified and recommended for implementation. They are:

- Neighborhood traffic calming
- Repair and rehabilitation of pavement markings and signs

The data analysis showed a consistent and widespread pattern of crashes in the urban neighborhoods west of US-1. To address these trends, it is recommended that Fort Pierce implement a neighborhood traffic calming program in targeted areas.

Neighborhood traffic calming can be a combination of road features that slow people driving. Slower vehicle speeds will translate to reductions of the severity of crashes in neighborhoods, as well as make it safer and more comfortable to walk and bike in the neighborhood.

Investment in maintenance of pavement markings and signs can also help with safety outcomes in neighborhoods. A common observation in many of the neighborhoods are faded and wornout crosswalks and damaged road signs, such as stop signs. Focusing on maintenance of these basic road elements will enhance the visibility of where people will cross the road and make it more clear for drivers when they should slow and stop.



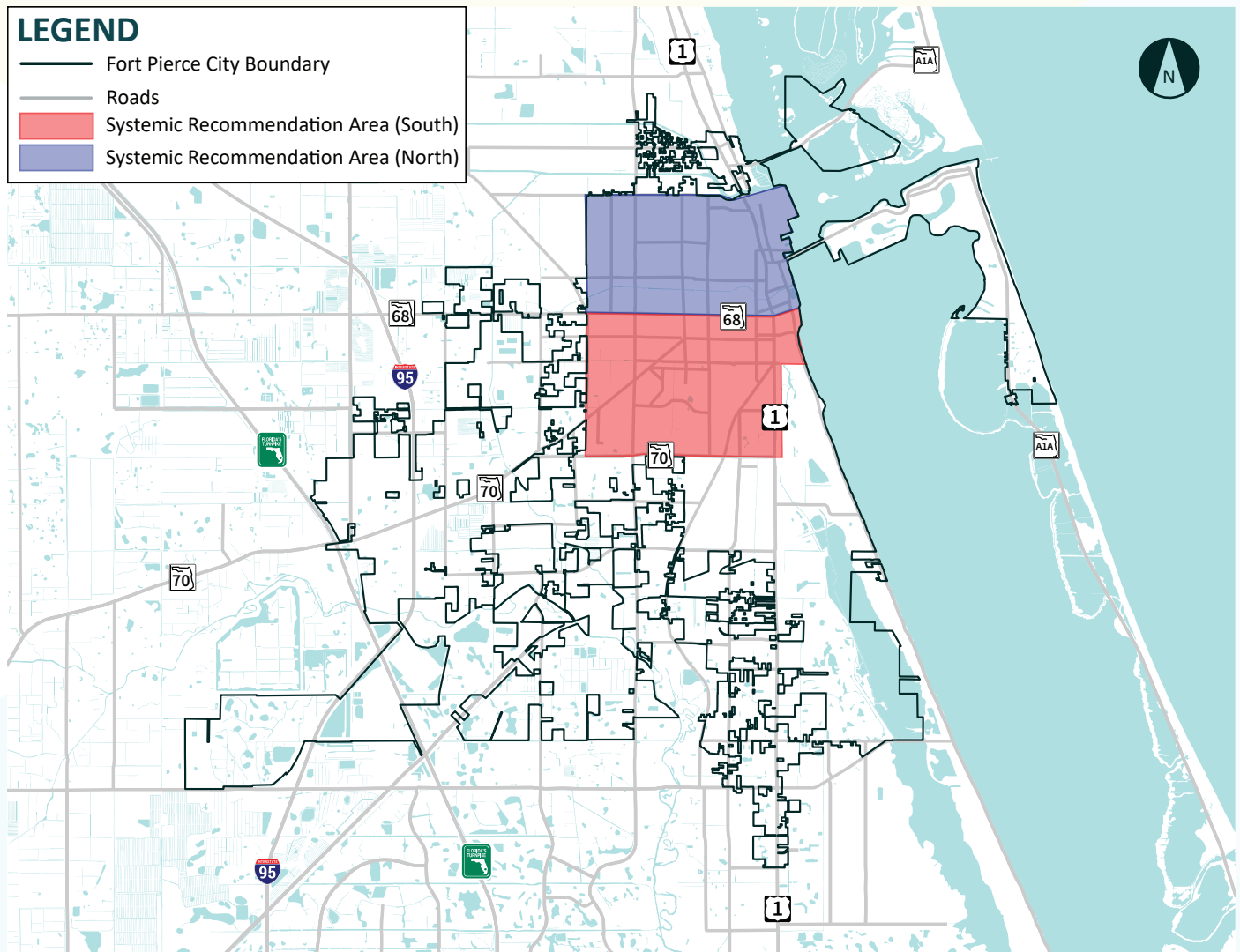
Example neighborhood intersection at the intersection of North 18th Street and Avenue G.



SYSTEMIC STRATEGIES IMPLEMENTATION AREAS

Two areas of Fort Pierce are ideal for implementing systemic strategies. These areas are the core urban neighborhoods of Fort Pierce north and south of Orange Avenue. Data analysis, field observations and community input identified these areas for traffic calming and maintenance of pavement markings and signs. Additionally, the streets in these neighborhoods are city-owned, giving Fort Pierce control over implementation and funding.

The below map highlights these neighborhoods. The city should prioritize annual traffic calming and maintenance projects in these areas, with a particular focus on the streets with the most consistent crash trends .



COUNTERMEASURES

The Federal Highway Administration (FHWA) developed research-proven strategies to improve traffic safety and decrease serious injury and fatal crashes. The Proven Safety Countermeasures initiative (PSCi) consists of 28 actionable strategies aimed at reducing fatal and serious injury crashes. These recommendations are applicable to a wide range of contexts, from rural to urban areas and from high to low vehicle volume roads.

The countermeasures are organized into five main safety focus areas:

- Speed management
- Intersections
- Roadway departures
- Pedestrian/bicyclist safety
- Crosscutting strategies

Most of the countermeasures overlap, addressing multiple safety focus areas to help create a safer overall system.

The Countermeasures Matrix at the end of this section features a table that comprehensively lists all FHWA Proven Safety Countermeasures recommended for developing a safe system.

Every project recommendation along the Fort Pierce HIN have priority countermeasures identified. The top three crash types along each HIN segment were used to identify the priority countermeasures for each segment.

Across the entire HIN, the top three crash types are:

- Left-Turn
- Rear End
- Sideswipe

The descriptions on the next page summarize the top crash types and illustrate the link between crash types and recommended countermeasures.

A full Countermeasures Matrix for Fort Pierce is in the *Appendix F: Countermeasures Matrix* of this report.

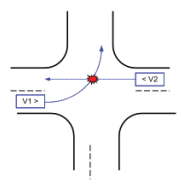
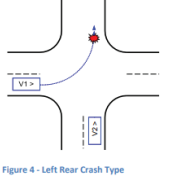
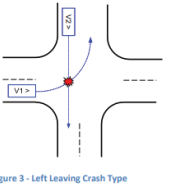
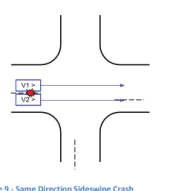
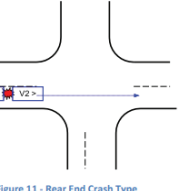


Roundabouts, such as this one at the intersection of Georgia Avenue, 10th Street, and Parkway Drive, is an example of a FHWA proven countermeasure. Roundabouts have been shown to reduce fatal and injury crashes by 82%.

Applying Countermeasures in Fort Pierce

Data analysis identified the top three crash types in Fort Pierce: Left-Turn, Rear-End, and Sideswipe (same direction). Within the Left-Turn category, there are three subset of crash types: Left-Entering, Left-Rear, and Left-Leaving.

The diagrams below describe these top crash types, as well as the range of top countermeasures proven to reduce the frequency and severity of these crash types.

| | |
|---|---|
| <p>Left-Entering</p>  <p>Figure 2 - Left Entering Crash Type</p> | <p>Drivers traveling in parallel directions, one vehicle is turning left (perpendicular to the opposite vehicle) and the other vehicle is traveling straight.</p> |
| <p>Left-Rear</p>  <p>Figure 4 - Left Rear Crash Type</p> | <p>Vehicles traveling in perpendicular directions. One vehicle is turning left, and straight traveling vehicle collides into their rear.</p> |
| <p>Left-Leaving</p>  <p>Figure 3 - Left Leaving Crash Type</p> | <p>Vehicles traveling in perpendicular directions. One vehicle is turning left, and the other vehicle is traveling straight ahead.</p> |
| <p>Sideswipe (same direction)</p>  <p>Figure 9 - Same Direction Sideswipe Crash Type</p> | <p>Two vehicles traveling in the same direction impact one another, with no significant involvement of the front or rear vehicle surface areas.</p> |
| <p>Rear-End</p>  <p>Figure 11 - Rear End Crash Type</p> | <p>Vehicles traveling in the same direction. One vehicle's initial impact is in the front, and the other's is in the rear.</p> |

Speed Management

- » **Appropriate Speed Limits for All Road Users** – A key method to reducing serious injury and fatal crashes is to reduce speed limits, especially on non-limited access roadways where vehicles and vulnerable road users share the space.

Pedestrian/Bicyclist

- » **Road Diet (Roadway Reconfiguration)** – Reducing the number of vehicle lanes on a roadway and reallocating the freed-up space for other uses like bike lanes, wider sidewalks, parking or transit stops. A typical road diet involves converting four-lanes to three.

Intersections

- » **Backplates with Retroreflective Borders** – Improve visibility of the illuminated face of the signal by adding a contrasting background.
- » **Corridor Access Management** – Refers to the design, application, and control of entry and exit points along a roadway.
- » **Dedicated Left & Right Turn Lanes** – Auxiliary turn lanes provide physical separation between turning traffic that is slowing or stopped and adjacent through traffic at approaches to intersections.
- » **Reduced Left-Turn Conflict Intersections** – intersections that simplify decision-making for drivers with geometric designs that alter how left-turn movements occur.
- » **Roundabouts** – Provide channelized, curved routes that reduce vehicle speed, entry yield control that gives ROW to circulating traffic, & counterclockwise flow around a central island to minimize conflict points.

Crosscutting

- » **Pavement Friction Management** – Measuring, monitoring, and maintaining pavement friction – especially at locations where vehicles are frequently turning, slowing, and stopping – can prevent many roadway departure, intersection, and pedestrian-related crashes.

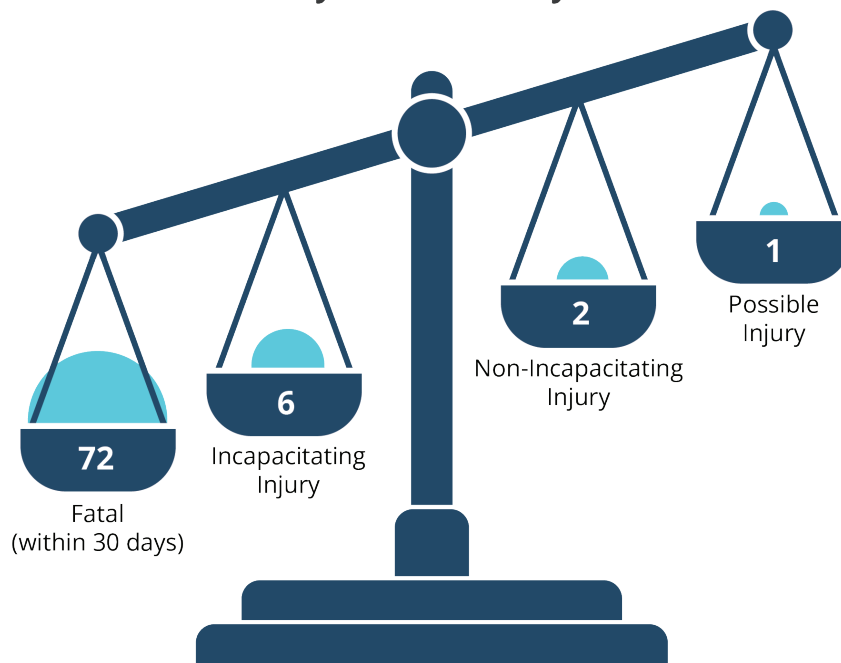
High Injury Network

The High Injury Network, or HIN, is where crashes happen in Fort Pierce. The HIN is a minority of roads in Fort Pierce, only 13% of the road network. However, 71% of all crashes and 84% of all fatal crashes over the past six years happened on the HIN. Targeting projects on the HIN will maximize their effect in mitigating crashes, particularly the most severe crashes.

The process to determine which streets should be on HIN is both data driven and qualitative. All roadway segments in Fort Pierce, excluding Interstate 95 and Florida’s Turnpike are assigned a score based on both the frequency of and severity of crashes. Crashes are weighted based on their severity. The weighting for the various crash types is derived from the economic costs associated with each crash type. Economic cost values from the National Safety Council were used. Using this weighting, all crash types can be considered, but those that are the most severe have the greatest impact on score. Crashes are assigned to the road segment they are nearest. They are then multiplied by their relative weights and then added together to give each segment a raw score. This raw score is paired with observations about general safety trends along specific corridors to create the HIN.

A more detailed description of how the HIN was developed can be found in *Appendix F: Crash Ranking Analysis*. The below graphic summarizes how crashes were weighted for the development of the HIN.

Weighted Scoring Comparison by Crash Severity



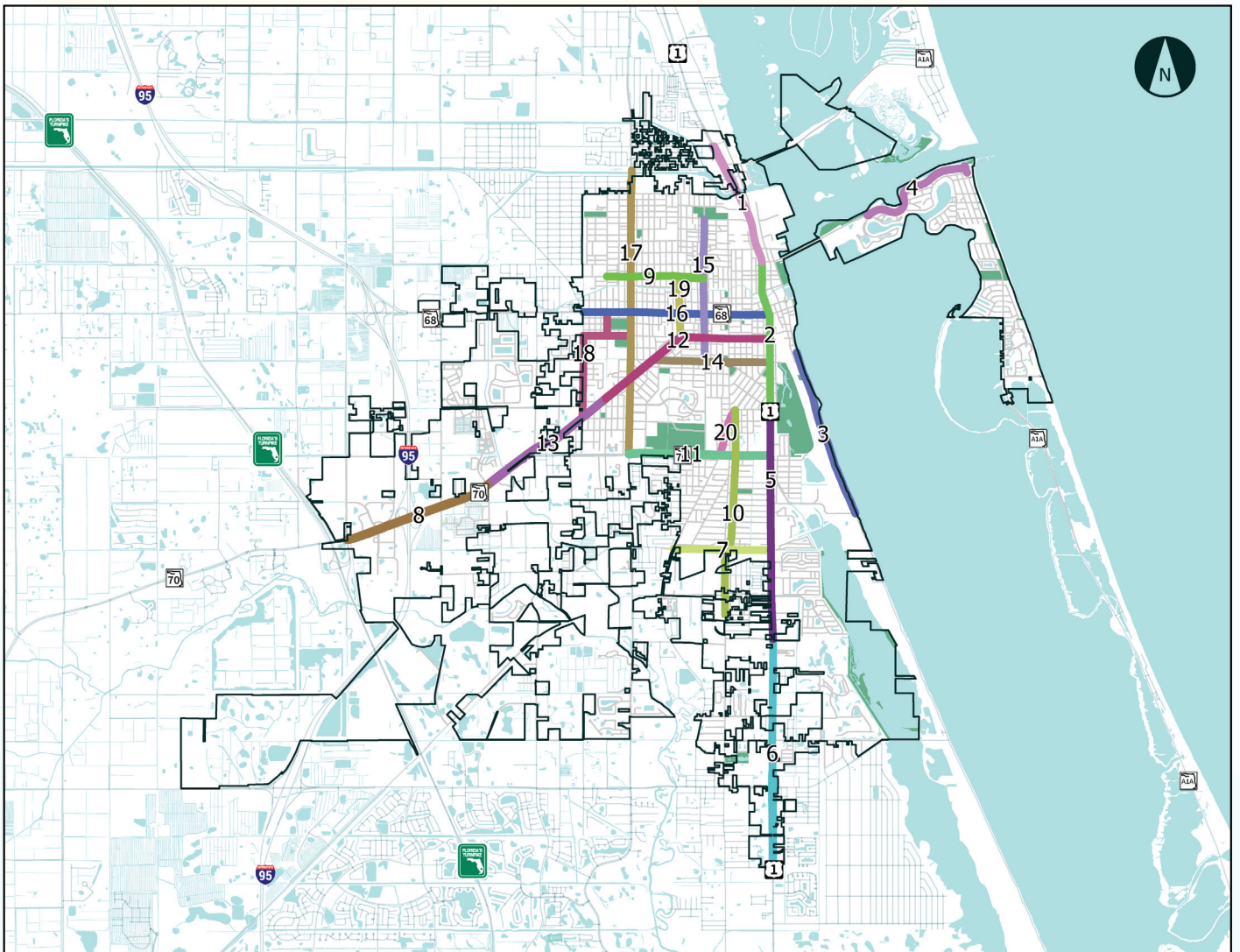
| CRASH SEVERITY | ECONOMIC COST | WEIGHTED SCORING FACTOR |
|---------------------------|---------------|-------------------------|
| No Injury | \$7,100 | 0 |
| Possible Injury | \$26,000 | 1 |
| Non-Incapacitating Injury | \$42,000 | 2 |
| Incapacitating Injury | \$162,000 | 6 |
| Fatal (within 30 days) | \$1,869,000 | 72 |



HIN Projects Map

Twenty site-specific project recommendations and several systemic project recommendations were developed as part of this plan. Fort Pierce's High Injury Network (HIN) is the framework for the site-specific recommendations. These recommendations address both intersection and segment-related safety concerns at each of the twenty projects. The unique crash circumstances of each segment were analyzed to develop project countermeasure priorities. Each project recommendation's focus was selected using the Federal Highway Administration's Proven Countermeasures List.

The below map shows each of the twenty HIN project segments. See *Appendix A: Project Prioritization & Summary Sheets* for more details about each project.



HIN Projects Table

The following table provides a summary of each HIN project by ownership and severity of crashes.

| PROJECT ID # | STREET NAME | FROM | TO | OWNERSHIP | CRASHES | | |
|--------------|----------------------------|-------------------|-------------------|---|-------------|-----------------|---------------|
| | | | | | ALL CRASHES | SERIOUS CRASHES | FATAL CRASHES |
| 1 | US-1 | Juanita Ave | Seaway Dr | FDOT | 432 | 12 | 1 |
| 2 | US-1 | Seaway Dr | Ohio Ave | FDOT | 766 | 10 | 1 |
| 3 | Indian River Dr | Florida Ave | Savannah Rd | Interlocal Agreement | 40 | 5 | 4 |
| 4 | Seaway Dr | Harbour Isle Dr | S Ocean Dr | Fort Pierce | 149 | 6 | 1 |
| 5 | US-1 | Ohio Ave | Farmers Market Rd | FDOT | 1230 | 22 | 6 |
| 6 | US-1 | Farmers Market Rd | Ulrich Rd | FDOT | 627 | 13 | 5 |
| 7 | Edwards Rd | Sunrise Blvd | US-1 | St. Lucie County | 293 | 6 | 2 |
| 8 | SR-70 / Okeechobee Rd | Kings Hwy | McNeil Rd | FDOT | 824 | 5 | 2 |
| 9 | Avenue D | N 29th St | N 13th St | Fort Pierce | 210 | 9 | 1 |
| 10 | Oleander Ave | Revels Ln | Ohio Ave | St. Lucie County | 319 | 8 | 3 |
| 11 | SR-70/Virginia Ave | S 25th St | US-1 | FDOT | 717 | 9 | 3 |
| 12 | Okeechobee Rd/Delaware Ave | S 29th St | US-1 | FDOT/Interlocal Agreement | 647 | 6 | 0 |
| 13 | SR-70 / Okeechobee Rd | McNeil Rd | S 29th St | FDOT/Interlocal Agreement | 429 | 4 | 1 |
| 14 | Georgia Ave | Okeechobee Rd | US-1 | Fort Pierce | 212 | 4 | 2 |
| 15 | 13th St | Avenue M | Georgia Ave | Fort Pierce | 255 | 9 | 1 |
| 16 | Orange Ave | Angle Rd | US-1 | Fort Pierce | 832 | 7 | 0 |
| 17 | 25th St | Rosarita Ave | Virginia Ave | FDOT/Fort Pierce | 1139 | 16 | 6 |
| 18 | S 33rd St / Delaware Ave | Okeechobee Rd | S 25th St | St. Lucie County / Fort Pierce / Interlocal Agreement | 254 | 6 | 1 |
| 19 | 17th St | Avenue D | Delaware Ave | Fort Pierce | 171 | 5 | 1 |
| 20 | Sunrise Blvd | Virginia Ave | Ohio Ave | Interlocal Agreement | 129 | 3 | 1 |



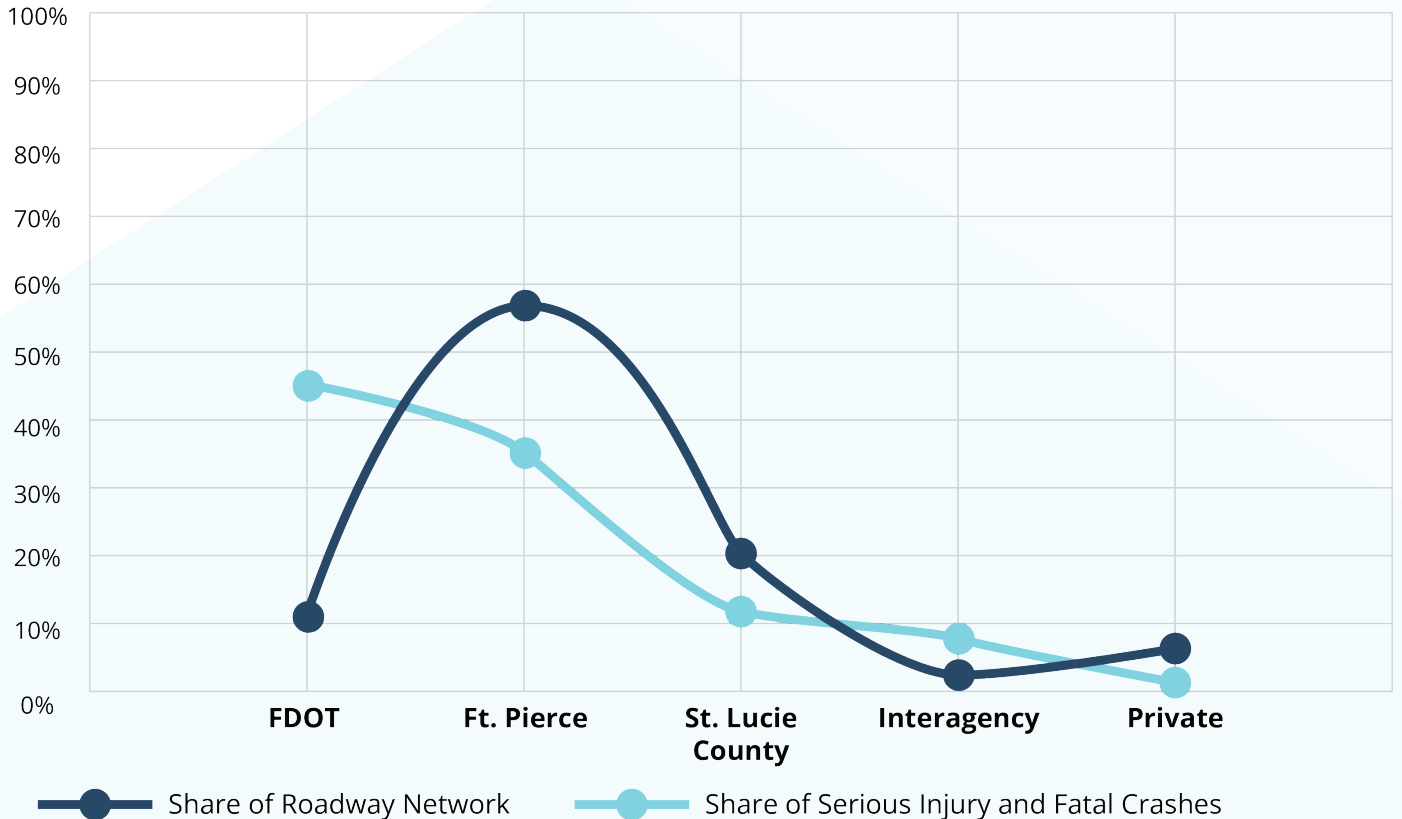
REGIONAL COORDINATION

Fort Pierce does not own all of its streets. Streets in Fort Pierce are owned and maintained by several entities, including:

- Florida Department of Transportation (FDOT)
- St. Lucie County
- City of Fort Pierce
- Interlocal (County and State, County and City, etc.)
- Private (*no private streets are a part of the Fort Pierce HIN)

The majority of the serious injury and fatal crashes in Fort Pierce do not occur on roads that the City owns. The City of Fort Pierce owns 58% of the roads in the City. However, only 36% of all serious injury and fatal crashes occur on the roads owned by the City. Crashes occur disproportionately on roads maintained by the Florida Department of Transportation (FDOT). 46% of all serious injury and fatal crashes from 2018-2023 were on FDOT roads, while FDOT owns 11% of roads in Fort Pierce. Coordination with regional partners, such as FDOT and St. Lucie County, will be essential to work towards eliminating the most severe crashes in Fort Pierce.

Serious Injury and Fatal Crashes by Roadway Ownership

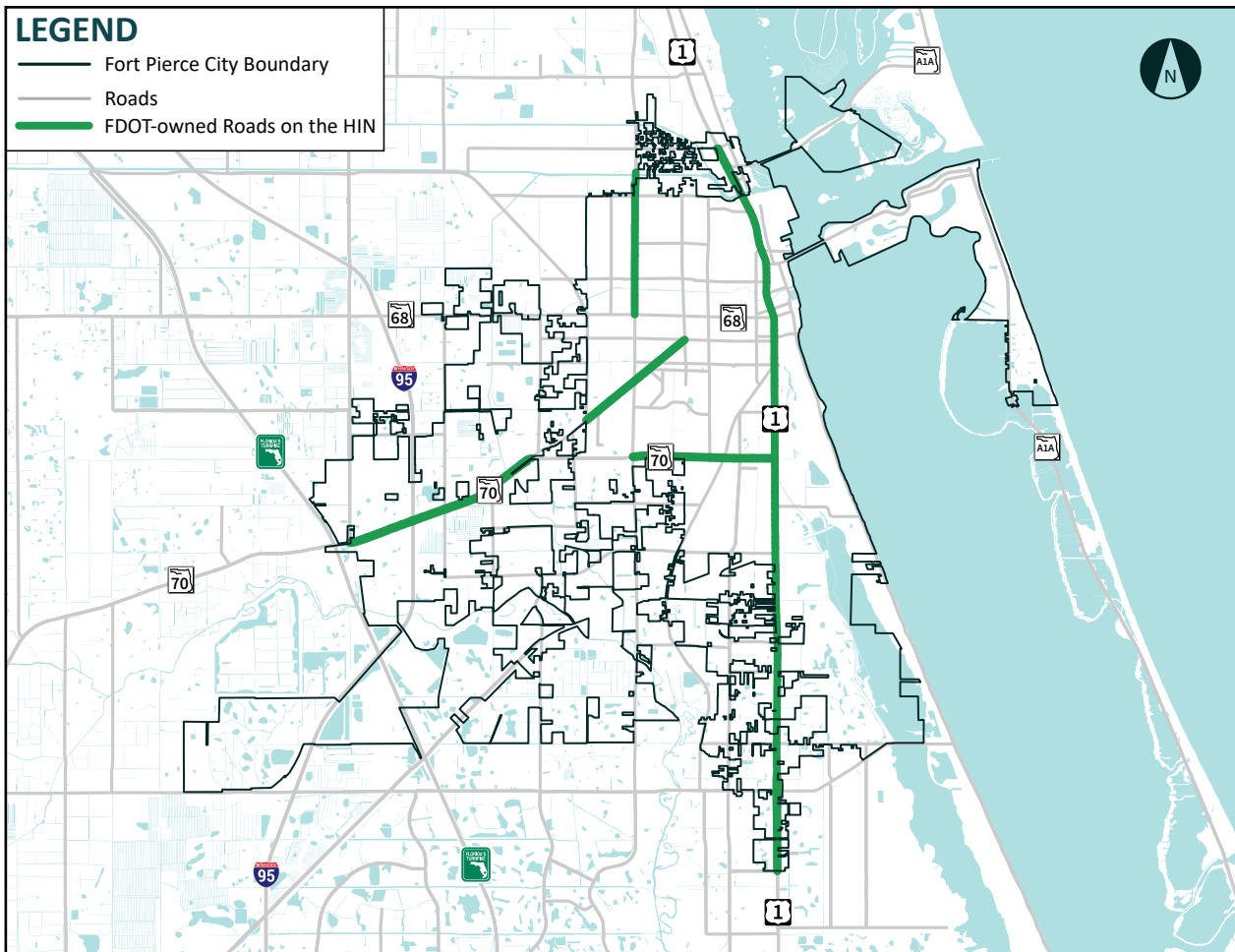


49% of the Fort Pierce HIN streets are owned by FDOT. 56% of all fatal crashes and 69% of all crashes that occur on the Fort Pierce HIN are on streets owned by FDOT.

The top five crash types along FDOT-owned HIN segments are:

- Rear End
- Same-direction Sideswipe
- Left Turn
- Run-Off-Road/Single Vehicle
- Angle

The prominence of these specific crash types indicates a need for intersection safety improvements, access management, and improved lighting and street markings. Rear ends and same-direction sideswipes in particular indicate a need to focus on intersections and access management along these particular corridors.



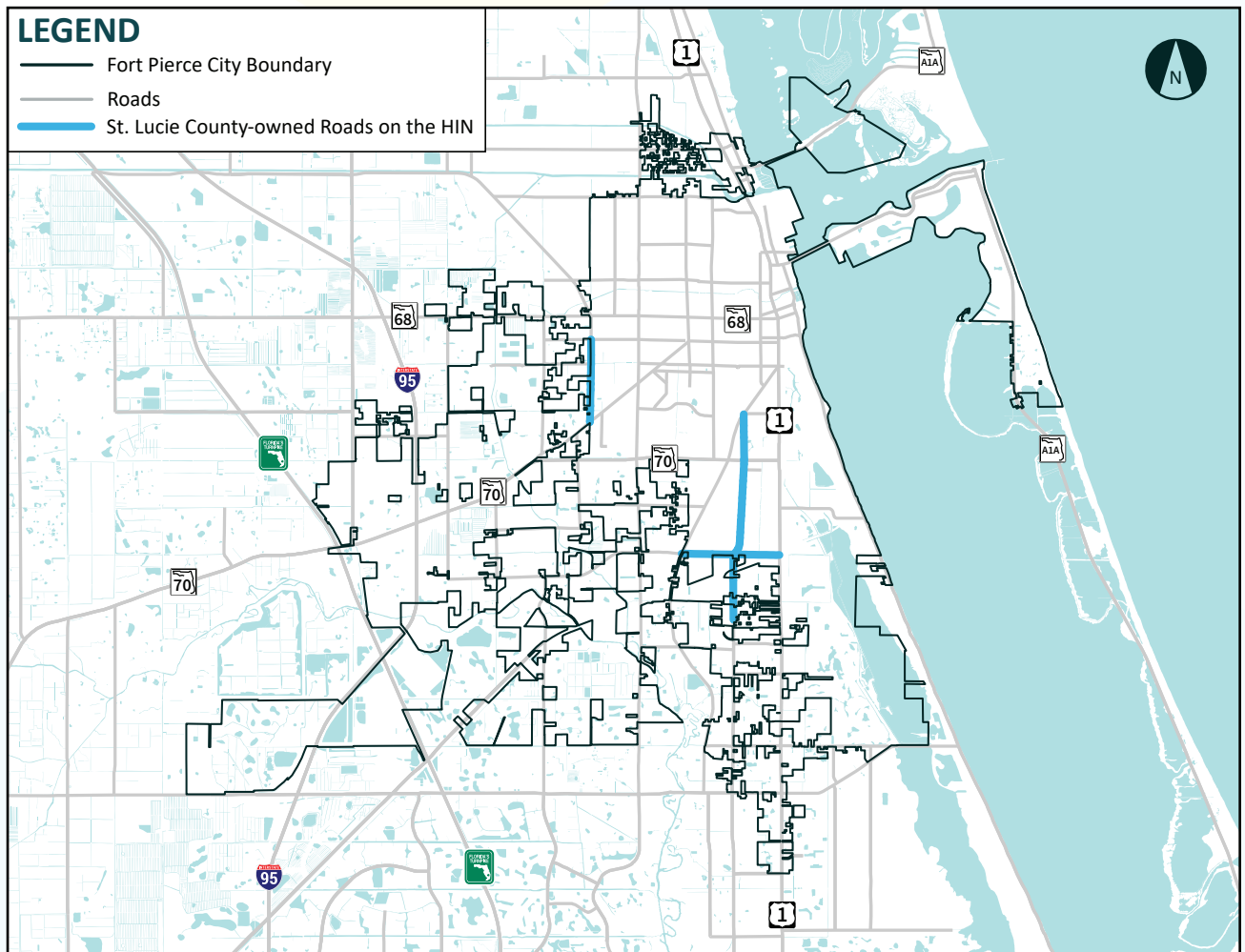
St. Lucie County

11% of the Fort Pierce HIN streets are owned by St. Lucie County. 9% of all fatal crashes and 4% of all crashes that occur on the Fort Pierce HIN are on streets owned by St. Lucie County.

The top five crash types along St. Lucie County-owned HIN segments are:

- Rear End
- Left Turn
- Angle
- Same-direction Sideswipe
- Run-Off-Road/Single Vehicle

St. Lucie County-owned HIN segments have the same top five crash types as FDOT-owned streets. These crash types indicate a need for intersection safety improvements, access management, and improved lighting and street markings.



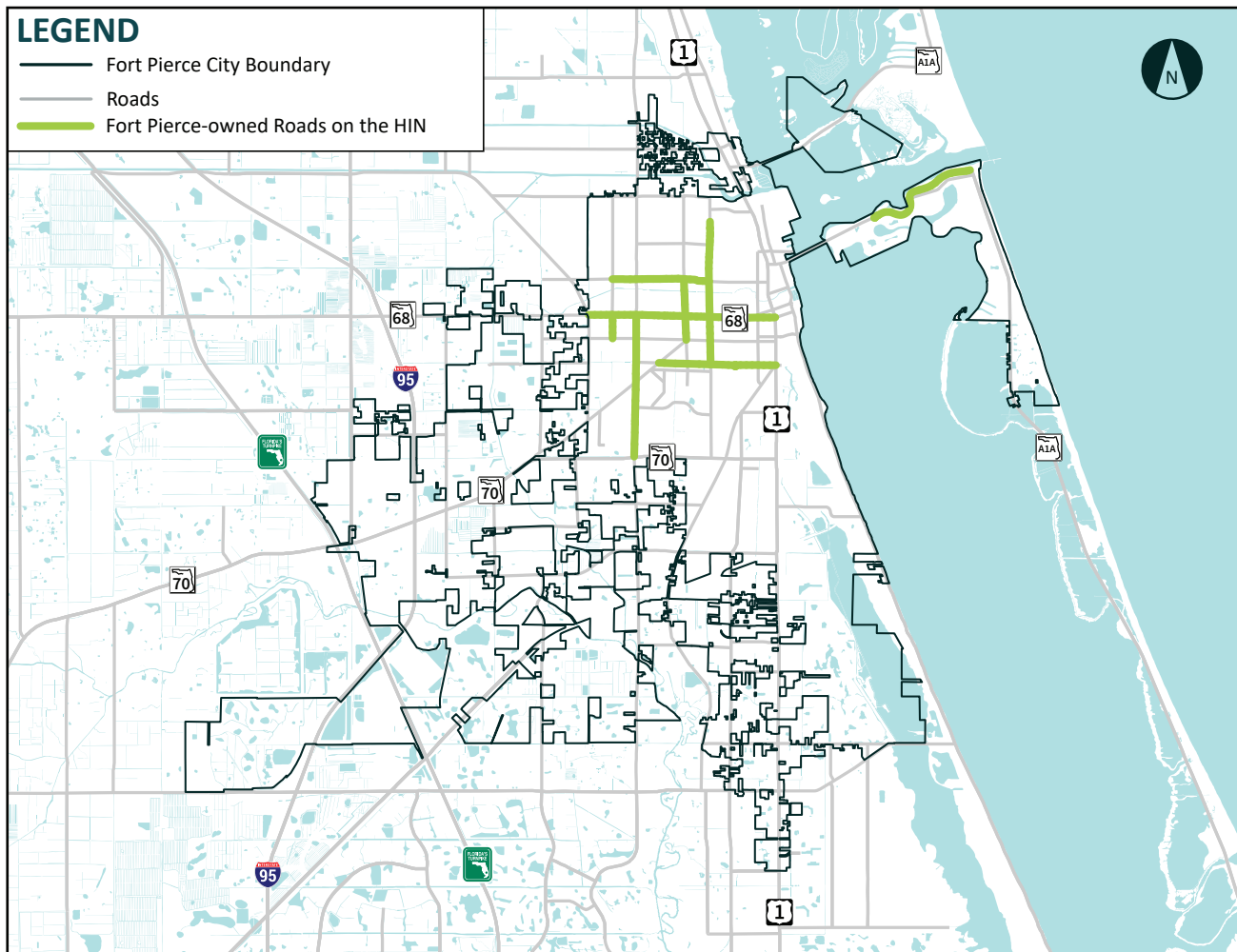
Fort Pierce

25% of the Fort Pierce HIN streets are owned by the City of Fort Pierce. 26% of all fatal crashes and 20% of all crashes that occur on the Fort Pierce HIN are on streets owned by the City of Fort Pierce.

The top five crash types along City of Fort Pierce-owned HIN segments are:

- Rear End
- Angle
- Left Turn
- Same-direction Sideswipe
- Run-Off-Road/Single Vehicle

City of Fort Pierce-owned HIN segments have the same top five crash types as FDOT and St. Lucie County-owned streets. These crash types indicate a need for intersection safety improvements, access management, and improved lighting and street markings.



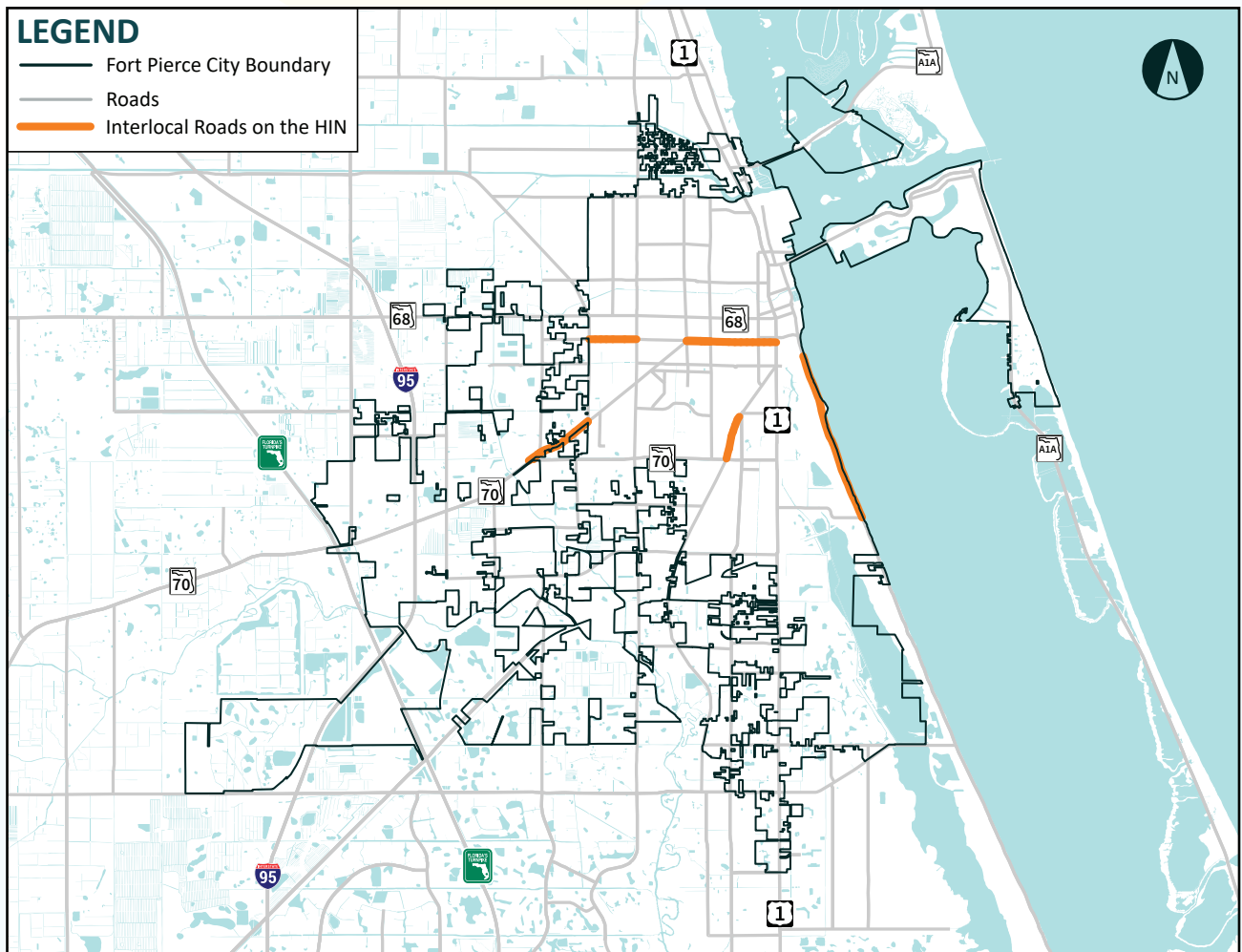
Interlocal

15% of the Fort Pierce HIN streets have interlocal agreements. 9% of all fatal crashes and 7% of all crashes that occur on the Fort Pierce HIN are on streets with interlocal agreements.

The top five crash types along interlocal agreement HIN segments are:

- Rear End
- Angle
- Left Turn
- Same-direction Sideswipe
- Run-Off-Road/Single Vehicle

Interlocal agreement HIN segments have the same top five crash types as FDOT and St. Lucie County-owned streets. These crash types indicate a need for intersection safety improvements, access management, and improved lighting and street markings.





This page was intentionally left blank



03

POLICY RECOMMENDATIONS





POLICY OVERVIEW

Policy plays a critical role in safety outcomes. It can set engineering standards or guide funding decision-making that prioritizes or focuses on safety outcomes. The policies developed for this plan are specifically developed to align and support the City's safety goals:

- Saving lives with slower vehicle speeds
- Designing safer streets
- Coordinating regional implementation
- Creating a culture of safety leadership and accountability
- Protecting the most vulnerable road users
- Fostering a culture of safe travel.

The policy recommendations for this plan are cross-cutting and address multiple plan goals. The policy recommendations for this plan are:

1. **Establish Vision Zero Task Force:** The Vision Zero Task force will be a working group with participation from regional partners (like FDOT and St. Lucie County), city staff from different departments, and community members. The purpose of the task force will be to meet regularly throughout the year to review crash trends and coordinate safety initiatives.
2. **Design Streets for Safety:** Industry standards are evolving and the city's transportation engineering standards should evolve as well. This policy action will focus on updating engineering standards, or adopting national standard manuals and guides by reference, to expand the flexibility and safety focus for street design and operations.
3. **Create Comprehensive Speed Management Policy:** Slowing down people driving will save lives. This policy focuses on prioritizing speed management investments where they are needed most.
4. **Update Comprehensive Plan:** The Transportation Element of the Comprehensive Plan should be updated to reflect current traffic safety needs and desired outcomes in Fort Pierce. Safety trends and needs identified in this effort should be incorporated into the Transportation Element to ensure safety improvements are incorporated into new development.
5. **Publish Annual Safety Report:** Tracking progress and regularly reporting progress with implementation of this plan will build in transparency and accountability with safety efforts. Annual reporting of accomplishments and safety trends will help communicate progress and if safety investments are effective.
6. **Collect and Analyze Data for Project Evaluation:** A Safe Systems Approach requires a data-driven process to measure the effectiveness of investments and initiatives. Requiring data collection before and after projects are installed, and then analyzing and publishing the results, will provide transparency and guidance to learn what works in Fort Pierce to reduce the severity of crashes.



Policy #1 Establish Vision Zero Task Force

WHAT

The Vision Zero Task Force will meet regularly to coordinate safety initiatives and review safety data. Activities that are typical of a Vision Zero Task Force are reviewing crash data, reviewing severe injury and fatal crash reports with public safety officials, discussing status of safety projects, and providing a forum for community input.

WHO

- City staff
- Community members
- Regional partners, like FDOT, St. Lucie TPO, and St. Lucie County
- Public safety officials



WHEN

The Task Force should meet regularly every year. Typical meeting frequency is quarterly. At a minimum, the Task Force should meet twice a year.

HOW

- Review crash data, particularly serious injury and fatal crash data, for the most recent period between meetings.
- Report progress with actions and projects identified in this plan.
- Coordinate safety projects and report progress with implementation.
- Review crash reports for serious injury and fatal crashes.
- Provide opportunities for community feedback on needs and opportunities.

COST

Low. Staff time and volunteer time from community members.

DESIRED OUTCOME

Ensure the integration of traffic safety into all transportation plans, designs, and implementation. Ensure regional coordination for safety projects and provide regular reporting and status updates for plan implementation.

Policy #2: Design Streets for Safety

WHAT

Industry standards have evolved considerably over the past decade. Today, a wider range of engineering standards and strategies are available. This policy work should focus on updating the city's standards for street design and operations. This work may include amending code requirements, such as minimum travel lane widths, to adopting state and national standards by reference for transportation safety and Complete Streets. This work should focus on improving safety for all road users.

WHO

- City Staff
- City elected officials (prioritize districts with higher crash rates)

WHEN

Update standards in first year after this plan is adopted. Incorporate new standards into decision-making for all transportation projects

HOW

- Review and update code requirements for streets and traffic operations to create safer road design.
- Review and update city engineering standards.
- Adopt a Complete Streets policy.
- Adopt a Traffic Calming policy.

COST

Low. Staff time to research and develop policy documents and engineering standards.

DESIRED OUTCOME

Eliminate serious injury and fatal crashes through changes to street design and traffic operations.



Policy #3: Create a Comprehensive Speed Management Policy

WHAT

National research and local data identify the same safety trend. As vehicle speeds increase, so to does the severity of crashes. A comprehensive speed management policy will address how streets are designed and operated, as well as include programs such as targeted speed enforcement, to promote safe travel behavior.

WHO

- Fort Pierce Police Department
- St. Lucie County Sheriff's Office
- City Staff

WHEN

Focus enforcement activities along the High Injury Network, as well as near schools. Enforcement activities should prioritize times of day, day of week, and seasonal time periods when crashes occur the most. Speed management policy should be incorporated into decision-making for all transportation projects in the City.

HOW

- Anti-speeding marketing campaigns.
- A three-strike rule for repeat offenders within a designated timeframe resulting in the highest possible fine & community service or suspended license.
- Targeted enforcement along Fort Pierce's High Injury Network
- Adopt a traffic calming policy to address when and how traffic calming features are installed on City of Fort Pierce streets.
- Regularly conduct speed studies of HIN segments to identify segments where speed limits can be reduced.

COST

Moderate. Staff time for enforcement activities. Safety campaigns focused on speeding can be funded with grants, such as the Community Policing Development (CPD) Microgrants Program or Section 402 federal grants from Florida's Strategic Highway Safety Plan (SHSP). Staff time to develop a traffic calming policy.

DESIRED OUTCOME

Fewer drivers exceeding the posted speed limits in Fort Pierce. Slower vehicle speeds in Fort Pierce neighborhoods. Reduction in serious injury and fatal crashes in Fort Pierce.



Policy #4: Update Comprehensive Plan

WHAT

The City of Fort Pierce Comprehensive Plan guides decision-making for new development and infrastructure investments in the City. The Transportation Element of the Comprehensive Plan establishes transportation goals and policies for the city. The City should review and update, as needed, the Transportation Element to include safety needs identified in this plan. By doing so, the City will be able to incorporate safety improvements as a component of infrastructure projects and new development.

WHO

- City Commission
- Vision Zero Task Force
- Fort Pierce Engineering
- Fort Pierce Planning Department
- Fort Pierce Public Works Department

WHEN

Review and update the Comprehensive Plan the first year this plan is adopted. When the entire Comprehensive Plan is updated, incorporate transportation safety goals and policies into the Transportation Element.

HOW

City staff should lead the review and update of the Transportation Element of the Comprehensive Plan. Coordinate with the Vision Zero Task Force and City department staff as needed to ensure community input and department coordination are incorporated into Comprehensive Plan updates.

COST

Moderate. Requires technical review and staff time to coordinate revisions and City Council adoption.

DESIRED OUTCOME

Safety improvements are incorporated into new developments and infrastructure projects.

Policy #5: Publish Annual Safety Report

WHAT

Part of a Safe Systems Approach to transportation systems is that responsibility is shared, safety is proactive, and redundancy is crucial. Publishing an annual safety report will provide regular accountability and communicate progress towards achieving the City's safety goals.

WHO

- The Vision Zero Task Force

WHEN

Annually publish a safety report.

HOW

- Use FDOT Signal4 database to report trends and other key metrics. Data will be used to track progress towards achieving annual crash reduction goals.
- Report progress with implementation of strategies and projects identified in this plan.
- Share success stories from previous year's safety investments and activities.
- Present annual plan to City Commission during a City Commission meeting.
- Coordinate with City of Fort Pierce Communications Department to ensure the annual report is promoted and publicly accessible.

COST

Moderate Cost. Staff time to analyze data, create report, and publish and promote annual report.

DESIRED OUTCOME

With regular reporting and accountability, annual progress reporting leadings to meaningful reductions in serious injury and fatal crashes.



Policy #6: Collect and Analyze Data for Project Evaluation

WHAT

Evaluation of projects and investments is critical to understand if they are effective. Collecting data before and after a project is constructed, or a program is administered, will help with evaluating safety outcomes. When projects are effective, evaluations can help identify what works locally and how similar strategies can be applied in other parts of the city.

WHO

- City Commission
- Vision Zero Task Force

WHEN

Conduct data collection before and after every safety project and program. Incorporate findings annually in Annual Safety Report.

HOW

- Conduct community input surveys before and after a project.
- Measure vehicle speeds before and after a project.
- Measure the volume of all modes before and after a project.
- Collect crash data before and after project, include KSI crashes and all crashes.
- Analyze changes in crash types before and after a project.

COST

Moderate Cost. Cost is for equipment and staff time to collect and analyze project data.

DESIRED OUTCOME

Measure changes in crash trends, particularly severe crashes. Communicate the effectiveness of safety investments and progress towards achieving safety goals.



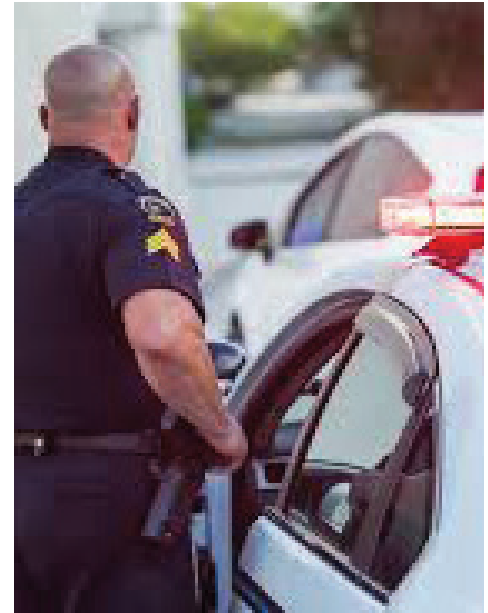
04

PROGRAM RECOMMENDATIONS



PROGRAMS OVERVIEW

The program recommendations focus primarily on behavior changes through education and enforcement activities. The overall goal with these programs is to create a community culture of safety for everyone. These programs will reinforce the desired safety outcomes as a result of infrastructure investment and policy changes.



The program recommendations for this plan are:

- **Federal and State Traffic Safety Programs.** The Vision Zero Task Force should actively seek and implement approved federal and state supported programs that promote and facilitate improvements in alignment with Vision Zero and a the Safe Systems Approach.
- **Targeted Enforcement.** Targeted enforcement helps reinforce safe travel behavior and following state and local traffic laws. Focusing enforcement activities in areas where crashes occur the most will prioritize limited public safety resources.
- **Annual Safety Marketing Campaign.** A city-led safety campaign will bring regular awareness and reminders to the community about the need for safe travel behavior. A safety campaign is part of a Safe Systems Approach to being proactive, sharing responsibility, and providing redundancy with implementation efforts. It also provide transparency and accountability for important safety work.
- **Annual Safety Award Program.** City of Fort Pierce's safety successes should be regularly celebrated. This program will provide an opportunity to recognize individuals and project success stories related to safety every year.
- **Post-Crash Care.** Providing quick response times to severe crashes, and enhancing on-site care resources increase the survivability of crashes. It also focuses on creating safe working environment for first responders.

Program #1 – Federal & State Traffic Safety Programs

What

The City of Fort Pierce should utilize federal and state programs aimed at achieving Vision Zero goals and Safe Systems implementation such as Safe STRIDES 2 Zero, Community Traffic Safety Teams (CTSTs), Highway Safety Improvement Program (HSIP) and Safe Routes to School (SRTS).



Who

- Vision Zero Task Force
- City Staff
- St. Lucie County Public Schools

When

Within the first year of the CSAP adoption, the City should identify and implement at least one federal or state supported Traffic Safety Program. It is recommended the City start with the SRTS program to provide safe street networks in school zones for the city's most vulnerable road users - children.

How

Prioritize programs around these six schools, which are within a three minute walk of a fatal crash site:

- Chester A. Moore Elementary
- Creative Arts Academy of Saint Lucie
- Dale Cassens School
- Dan McCarty Middle School
- Lincoln Park Academy
- St. Lucie Elementary School

Conduct education activities at schools tailored to age and experience. Focus elementary and middle school programs on safe walking and bike riding topics. Focus high school programs on safe driving and impaired driving topics.

Identify infrastructure projects around schools that can improve safety for all users, with a particular focus on vulnerable road users.

Cost

Costs will vary. Most Federal grant programs require a 20% local match for the total cost of the program grant. Some state programs, such as Safe Routes to School, use state funds to cover the 20% federal requirement for a local match of the total cost of the project.

Desired Outcome

Reduction in crashes around schools, particularly the severe crashes.



Program #2 – Targeted Enforcement

WHAT

Targeted enforcement prioritizes speeding enforcement, DUI check points, and other safety enforcement activities along streets where crashes occur most frequently. Enforcement activities should be prioritized along the HIN network to support safety investments.

WHO

- Fort Pierce Police Department
- St. Lucie County Sheriff's Office
- Fort Pierce Vision Zero Task Force
- St. Lucie County Schools

WHEN

Conduct quarterly targeted enforcement activities.

HOW

- Work with Vision Zero Task Force to identify locations for targeted enforcement. Prioritize locations along the HIN.
- Coordinate police and sheriff officers to conduct enforcement activities.
- Collect and share information about enforcement activities, such as number of traffic stops, tickets issued, and other relevant data to report.
- Share activity dates and post-activity findings with the Vision Zero Task Force.

COST

Moderate. Costs associated with staff time to conduct enforcement activity, equipment to conduct work and collect data, and staff time to analyze and report findings after enforcement activities.

DESIRED OUTCOME

Reduction in people driving speeding.
Reduction in crash types and crash contributing factors that influence serious injury and fatal crashes.



Program #3 – Annual Safety Marketing Campaign

WHAT

A city-led safety campaign will bring regular awareness and reminders to the community about the need for safe travel behavior. A safety campaign is part of a Safe Systems Approach to being proactive, sharing responsibility, and providing redundancy with implementation efforts. It also provides transparency and accountability for important safety work.

WHO

- Vision Zero Task Force
- City of Fort Pierce Communications Department
- City Staff
- City Commission

WHEN

The annual safety marketing campaign should be done once a year. The campaign should last a week and focus on daily communication activities, including events, social media posts, and other media strategies to bring awareness to transportation safety.

HOW

- A sub-group of the Vision Zero Task Force should be identified annually to identify and select award recipients.
- Provide an award for at least one project and one person to acknowledge the success and impact that is a result of their efforts or construction.
- Align the award presentation with the City's annual safety campaign.
- The City Commission should be responsible for presenting the award at a regular city commission meeting.

COST

Low to Moderate. The cost is associated with staff time to create campaign materials, and the cost associated with printing materials and hosting events.

DESIRED OUTCOME

Consistent communication about transportation safety reinforces and reminds people about the need to travel safely. The campaign becomes something the community expects and recognizes every year.



Program #4 – Annual Safety Award Program

What

A safety award program will promote a safety culture in the community and celebrating the people and projects making the community safer. Awards should be given annually to promote continuous work to improve safety outcomes in Fort Pierce.

Who

- Vision Zero Task Force
- City of Fort Pierce Communications Department
- City Staff
- City Council

When

The safety awards would be given annually. To create redundancy and reinforce other efforts, the annual awards should be coordinated with the City's annual week-long safety campaign.

How

- A sub-group of the Vision Zero Task Force should be identified annually to identify and select award recipients.
- Provide an award for at least one project and one person to acknowledge the success and impact that is a result of their efforts or construction.
- Align the award presentation with the City's annual safety campaign.
- The City Council should be responsible for presenting the award at a regular city council meeting.

Cost

Low. The cost is associated with staff time to create award, and the cost associated with the plaque or trophy to document the award.

Desired Outcome

Create a legacy of safety stewardship by annually acknowledging people and projects that are improving transportation safety in Fort Pierce.



Program #5 – Post-Crash Care

WHAT

Post-crash care includes three areas of focus: strategies to improve response times to crash sites, resources to improve survivability through on-site care, and strategies to improve the safety of first responders getting to crash sites and at crash sites.

WHO

- Area Hospitals
- Fort Pierce Police Department
- St. Lucie County Fire District
- St. Lucie County Emergency Medical Services Advisory Council

WHEN

Annual training for EMS to improve on-site care and on-site safety procedures. Regular investments in technology and other resources to improve response times and resources to improve on-site care.

HOW

- Coordinate with response partners (St. Lucie FD, St. Lucie EMS, St. Lucie Sheriff Dept)
- Implement response time optimization program to review existing practices and evaluate for opportunities to improve operational efficiency
- Develop priority trauma center routes
- Enhance crash-scene care with implementations such as cold-stored whole blood on EMS vehicles
- Annual reporting on the Safety Report Card of crash response times, EMS notification of crash times, and EMS to hospital arrival times

COST

Low to High. Low cost activities can be regular training for EMS staff. Moderate to high investments can be technology and resource related e.g. vehicle technology or signal preemption.

DESIRED OUTCOME

Establish and implement protocols for post-crash response time review to increase efficiency, cross-trained first responders to improve survival rate of crash victims, and continued regional coordination to further optimize crash response and trauma center coordination.





This page was intentionally left blank



05

IMPLEMENTATION





BUDGETING STRATEGY

Over the past five years, the City of Fort Pierce Engineering Department has averaged ten full-time staff with an average annual operating budget of around \$1 million. Additionally, the City of Fort Pierce five-year transportation capital improvement program has a total project cost identified of \$65 million. Of the the \$65 million project costs, \$45 million in project costs are unfunded.

Given the limits in operating resources and capital investment constraints, the City will focus on the following strategies to maximize investment benefits:

- **Reprioritize existing operating budgets.** City staff will look for creative ways to work with existing operating budgets. Staff can focus a portion of their time on safety-related work. An example would be dedicating staff time to creating and sustaining the proposed Vision Zero Task Force.
- **Pursue grants.** For programs and projects, the City will be opportunistic and look for additional funding resources, such as competitive grant programs like the SS4A program or other federal or state programs and provide resources for safety programs and projects.
- **Leverage funding from regional partners like St. Lucie County and FDOT.** For HIN segments in the City of Fort Pierce on County or state owned roadways, the City will work with the respective roadway owners to fund safety improvements. Implementation needs are a shared responsibility across several roadway owners.

When the City is working on implemenation, it should prioritize investments in maintenance and physical changes to streets. However, rebuilding roads alone will not solve the community's safety needs. A comprehensive approach to change is needed.

For annual budgeting, the city will focus on allocating resources to all of these categories. This strategy will provide a consistent and comprehensive approach to transportation safety investments. The proposed percentages are provided as a decision-making guide.

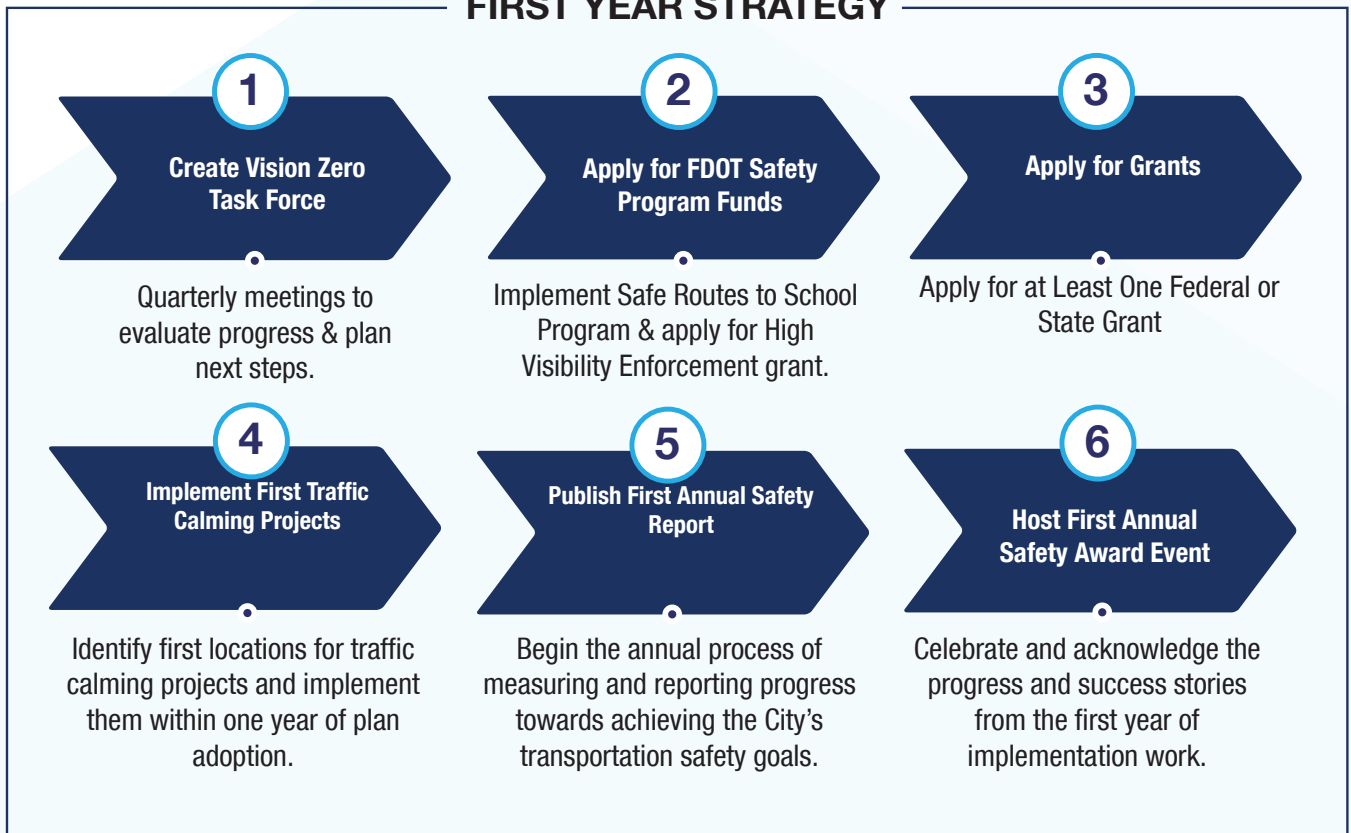
- **75%Projects.** Changing the physical design of streets will provide the greatest return-on-investment related to reductions in serious injury and fatal crashes. As such, the majority of funding should be directed to projects that change the physical design or operations of the street.
- **10%Programs.** Enforcement and education campaigns will promote safer travel behaviors in the city. Funding is needed to make these programs to be consistent annual activities.
- **10%Policy.** Like programs, policy work is needed to support transportation safety decision-making. This budget category will primarily focus on staff time and staff resources needed to complete the policy recommendations in this plan.
- **5% Evaluation & Reporting.** Data collection and reporting is a cornerstone of this plan. It is needed to communicate progress towards the City's transportation safety goals and measure the effectiveness of the safety investments made in Fort Pierce. Doing this work requires annual funding.

YEAR 1 STRATEGY

The first year after adopting the Comprehensive Safety Action Plan (CSAP) will be crucial to establishing the pace and determining success of the plan moving forward. The recommendations in this section are prioritized from the projects, policies, and programs strategized in this plan, with focus on the actions that should be performed within the first year.

- **Create VZ Task Force.** The Task Force will be pivotal in implementing the CSAP. The Task Force should meet quarterly to review progress, report outcomes, and continuously coordinate safety work between multiple agencies, departments, and community members.
- **Apply for FDOT Safety Program Funds.** Initiate Safe Routes to School (SRTS) program and Targeted Enforcement program through FDOT funding sources such as SRTS and High Visibility Enforcement grants.
- **Apply for Federal and State Grants.** Completing the CSAP positions the City to be competitive for additional grant funding. The city should pursue applying for the SS4A grants or other federal or state grant programs.
- **Implement First Traffic Calming Project.** Within the first year, the City should implement at least one traffic calming measure, such as restriping lanes and crosswalks or completing a quick-build project.
- **Publish First Annual Safety Report.** To assess effectiveness, all initiatives should be evaluated before, during, and after implementation, with results report progress towards achieving the City's transportation safety goals.
- **Host First Annual Safety Award Event.** The City should host an annual safety award event to celebrate and acknowledge success stories, as well as encourage continued involvement and focus on Fort Pierce's transportation safety goals.

FIRST YEAR STRATEGY



Comprehensive Safety Action Plan Implementation Table

The CSAP Implementation Table organizes and summarizes all of the policy, program, and project recommendations into a single table. The table can be used to track progress toward completing the recommendations of this plan.

| ACTION | TYPE OF ACTION | LEAD | SUPPORT |
|---|----------------|------------------------|---|
| POLICY RECOMMENDATIONS | | | |
| Establish Vision Zero Task Force | Policy | City Staff | FDOT TPO Public Safety Officials Community Members |
| Design Streets for Safety | Policy | City Staff | FPPD FDOT SLC |
| Create Comprehensive Speed Management Policy | Policy | City Staff | FPPD SLC-Sheriff's Office FDOT |
| Update Comprehensive Plan | Policy | Vision Zero Task Force | City Commission FP Planning Dept. FP Public Works Dept. |
| Publish Annual Safety Report | Policy | Vision Zero Task Force | FP Engineering Dept. |
| Collect and Analyze Data for Project Evaluation | Policy | Vision Zero Task Force | FP Engineering Dept. |
| PROGRAM RECOMMENDATIONS | | | |
| Safe Routes to School | Program | City Staff | SLC Public Schools |
| Targeted Enforcement | Program | Vision Zero Task Force | FPPD SLC-Sheriff's Office |
| Annual Safety Marketing Campaign | Program | Vision Zero Task Force | City Staff City Commission FP Communications Dept. |
| Annual Safety Award Program | Program | Vision Zero Task Force | City Staff City Commission FP Communications Dept. |
| Post-Crash Care | Program | Vision Zero Task Force | Area Hospitals FPPD SLCFD SLC EMS Advisory Council |
| PROJECT RECOMMENDATIONS | | | |



| ACTION | TYPE OF ACTION | LEAD | SUPPORT |
|---|----------------|----------------|-----------------------|
| US-1: Juanita Ave to Seaway Dr | Project | FP Engineering | FDOT |
| US-1: Seaway Dr to Ohio Ave | Project | FP Engineering | FDOT |
| Indian River Dr: Florida Ave to Savannah Rd | Project | FP Engineering | FDOT SLC FPPD VZTF |
| Seaway Dr: Harbour Isle Dr to S Ocean Dr | Project | FP Engineering | VZTF FPPD |
| US-1: Ohio Ave to Farmers Market Rd | Project | FP Engineering | FDOT |
| US-1: Farmers Market Rd to Ulrich Rd | Project | FP Engineering | FDOT |
| Edwards Rd: Sunrise Blvd to US-1 | Project | FP Engineering | SLC |
| SR-70/Okeechobee Rd: Kings Hwy to McNeil Rd | Project | FP Engineering | FDOT |
| Avenue D: N 29th St to N 13th St | Project | FP Engineering | VZTF FPPD |
| Oleander Ave: Revels Ln to Ohio Ave | Project | FP Engineering | SLC |



| ACTION | TYPE OF ACTION | LEAD | SUPPORT |
|--|----------------|----------------|-----------------------|
| SR-70/Virginia Ave: S 25th St to US-1 | Project | FP Engineering | FDOT |
| Okeechobee Rd/Delaware Ave: S 29th St to US-1 | Project | FP Engineering | FDOT VZTF FPPD |
| SR-70/Okeechobee Rd: McNeil Rd to S 29th St | Project | FP Engineering | FDOT SLC FPPD VZTF |
| Georgia Ave: Okeechobee Rd to US-1 | Project | FP Engineering | VZTF FPPD |
| 13th St: Avenue M to Georgia Ave | Project | FP Engineering | VZTF FPPD |
| Orange Ave: Angle Rd to US-1 | Project | FP Engineering | VZTF FPPD |
| 25th St: Rosarita Ave to Virginia Ave | Project | FP Engineering | FDOT VZTF FPPD |
| S 33rd St/Delaware Ave: Okeechobee Rd to S 25th St | Project | FP Engineering | SLC FDOT FPPD VZTF |
| 17th St: Avenue D to Delaware Ave | Project | FP Engineering | VZTF FPPD |
| Sunrise Blvd: Virginia Ave to Ohio Ave | Project | FP Engineering | FDOT SLC VZTF FPPD |



City Commission Day Meeting**9. A.****Meeting Date:** 06/09/2025**Re:** Approval to Increase Purchase Order #250521 - Complete Production Resources**Submitted For:** Marisa Quijano, Interim Executive Director, Sunrise Theatre

SUBJECT:

Approval of increase of Purchase Order No.250521 - Complete Production Resources from \$50,000 to \$100,000 for monthly lighting equipment rental at the Sunrise Theatre.

SUMMARY:

The Sunrise Theatre began renting lighting equipment in January 2025 as the equipment that had been used previously became inoperable. The Sunrise Theatre has an ongoing legal conflict with a previous contracted employee. The former staff member installed lighting and sound equipment without the consent of the Executive Director at the time. In December 2024, the former employee arrived at the Sunrise Theatre to retrieve his equipment that our venue was still using. Due to the change in leadership, the current staff of the Sunrise Theatre were unaware of the legal procedures they should have taken when the owner of said equipment arrived to uninstall it and pick it up. Enough of the equipment was obtained by its original owner that it left our lighting system inoperable. The previous equipment owned by the Sunrise Theatre, that was uninstalled in early 2021 by this former employee, is outdated and does not serve the needs of the events booked at the Sunrise Theatre for the 24-25 Season. The lighting equipment owned by the Sunrise Theatre is conventional lighting with conventional lamps and light bulbs that have since been discontinued. The lamps must be individually moved and placed by staff on a per-show basis, and cannot be controlled by the light board as modern lights can be. There are no LED elements to these lights and the lightboard is a model from 2001. It is important that the Sunrise Theatre maintains the lighting system that we are renting and currently have installed, as we are contractually obligated to have this specific equipment for upcoming events booked.

In the long term, having this equipment saves the Sunrise Theatre money as we no longer have to rent as much lighting gear on a per-show basis. Due to RFP No. 2025-017 for the Sunrise Theatre Operations Concession, the option for lease-to-own has not been looked into, and we have been advised to continue to rent the equipment. The monthly cost of this rental is \$9,000. As noted on our monthly invoice, Complete Production Resources offers us more than a 50% discount on this rental as we have worked with their company for years. The actual cost of renting this equipment, without a discount, is about \$20,000 a month.

RECOMMENDATION:

The Sunrise Theatre staff recommends the approval of increasing the PO No. 250521 for Complete Production Resources.

ALTERNATIVES:

Deny the increase.

RESPONSIBLE STAFF:

Marisa Quijano, Acting Executive Director
Holland Ryan, Technical Director

COORDINATED WITH:

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025
Account: 544130
Amount: 50000

FISCAL IMPACT:

This PO was opened in account 406-4600-544130 - Rentals & Leases / Lighting. We do not have funds in other accounts to cover this increase this account, as requested. This account will be over budget by the end of the fiscal year. This rental was initiated at the last minute, as an emergency, and had not been budgeted for. It was advised to only open the PO for \$50,000 and not to look into purchase due to the uncertainty of the future of the Sunrise Theatre operations. The purchase of updated equipment is noted in our 10-Year Capital Improvement Plan.

Attachments

CPR - Monthly Invoice
Purchase Quote 1 - Full Compass
Purchase Quote 2 - Solotech

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|--------------------|---------------------------------|
| Finance Department | Johnna Morris | 05/22/2025 04:25 PM |
| City Manager | Richard Chess | 05/23/2025 10:34 AM |
| Form Started By: Marisa Quijano | | Started On: 05/22/2025 11:02 AM |
| Final Approval Date: 05/23/2025 | | |



Complete Production Resources
 1930 Commerce Oak Ave
 Orlando, FL 32808
 USA
 Phone: (407) 767-5776
 Fax: (407) 641-9368

Proposal

Number: 24-2320

#5 Sunrise Lighting System/FP/12-24



| Client | Venue / Site |
|--|--|
| Sunrise Theatre of the Performing Arts Debbie Soesbe 117 South 2nd Street Fort Pierce, FL 34950 | Sunrise Theatre of the Performing Arts Debbie Soesbe 117 South 2nd Street Fort Pierce, FL 34950 |

| Account Manager | Shipping Method | Customer P.O. | Warehouse | Terms | Tax Rule |
|-----------------|-----------------|---------------|-----------|--------|------------|
| Kelly Greene | CPR Cartage | | CPR | Net 30 | Tax Exempt |

| Prep Date | Load In | Show Start | Load Out | Return Date | Discount |
|--------------------|---------------------|------------|----------|--------------------|----------|
| 12/27/2024 9:00 AM | 12/30/2024 11:00 AM | | | 1/31/2025 11:00 AM | |

| Qty | Description | Note | Time | Rate | Price | Price Ext. |
|-----------------|--|-------|------|------|----------------------------------|------------------|
| Lighting | | | | | | |
| 1 | MA LIGHTING grandMA2 Light Lighting Console | | | | | |
| 1 | MARTIN DMX 5.5 Opto Splitter (1x 5 Pin I/O, 5x 5 Pin Out) | | | | | |
| 1 | Edison Male (12AWG) to PowerCON [Type A] 5' | | | | | |
| 8 | MARTIN MAC Viper Profile Moving Head Spotlight | | | | | |
| 1 | OSRAM HTI 1000W/PS Lok-It Lamp for Viper | Spare | | | | |
| 44 | ELATION SIX+ PAR L 20W RGBLA+UV LED Par Fixture | | | | | |
| 44 | ELATION MFL 22° Diffusion Lens Filter | | | | | |
| 44 | ELATION Sixbar 1000/DTW/SIX+PAR Omega Bracket | | | | | |
| 44 | Trigger Clamp, Black | | | | | |
| 44 | Safety Cable, Black - 30" | | | | | |
| | | | | | Lighting Before Discount: | 16,720.00 |
| | | | | | 50% Discount: | -8,360.00 |
| | | | | | Lighting Total: | 8,360.00 |
| Power | | | | | | |
| 1 | PROPOWER 3 phase 208V Power Distro with Power Pass thru/ 4-Socapex outputs, 9-20A Edison outputs | | | | | |
| 1 | 2/0 Feeder Cable Tails Set - 5' | | | | | |
| 5 | 2/0 Cam Feeder Single Wire Tails - 5' | | | | | |
| | | | | | Power Before Discount: | 1,280.00 |
| | | | | | 50% Discount: | -640.00 |
| | | | | | Power Total: | 640.00 |
| Cabling | | | | | | |
| 4 | CPR 12/14 Socapex Cable - 100' | | | | | |
| 2 | CPR 12/14 Socapex Cable - 75' | | | | | |
| 2 | CPR 12/14 Socapex Cable - 50' | | | | | |
| 4 | 5 Pin DMX M-F Cable - 100' | | | | | |
| 2 | 5 Pin DMX M-F Cable - 75' | | | | | |
| 2 | 5 Pin DMX M-F Cable - 50' | | | | | |
| 10 | 5 Pin DMX M-F Cable - 25' | | | | | |
| 68 | 5 Pin DMX M-F Cable - 15' | | | | | |

| Qty | Description | Note | Time | Rate | Price | Price Ext. |
|-----|-------------|--------------------------|------|------|-------|------------|
| | | Cabling Before Discount: | | | | 1,988.00 |
| | | 100% Discount: | | | | -1,988.00 |
| | | Cabling Total: | | | | 0.00 |

Spare

- 1 MARTIN MAC Viper Profile Moving Head Spotlight
- 1 ELATION SIX+ PAR L 20W RGBLA+UV LED Par Fixture

Spare Total:

0.00

NOTES:

DELIVERY TRUCKING 750 TO BE BILLED ON FIRST INVOICE ONLY.
 RETURN TRUCKING 750 TO BE BILLED ON LAST INVOICE ONLY.

Initial scheduling for this equipment is for 6 months.

| | |
|-------------------------|-------------------|
| Subtotal: | \$9,000.00 |
| Discount: | \$0.00 |
| Sales Tax: | \$0.00 |
| Convenience Fee: | \$0.00 |
| Prep Fees: | \$0.00 |
| Del/Pick-Up: | \$0.00 |
| Total: | \$9,000.00 |

X _____
 Signature Date

X _____
 Print

Quote # 1
For Purchase

Full Compass Systems, Ltd

9770 Silicon Prairie Parkway
MADISON, WI 53593
608-831-7330
Fax: 608-831-6330

Bill to:

CITY OF FORT PIERCE
100 N U.S. Highway 1
FORT PIERCE, FL 34950

Ship to:

SUNRISE THEATRE
117 S. 2nd STREET
ATTN: Holland Ryan
FORT PIERCE, FL 34950

Quotation

| | |
|------------------|--------------|
| Confirmation # | SOC5253169-2 |
| Page | 1 of 3 |
| Date | 8/13/2024 |
| Sales order | SOC5253169 |
| Purchase order # | FULL BOAR |
| Ordered by | HOLLAND |
| Salesperson | Logan Wilson |
| Payment | Credit Card |
| Customer account | CUC2663257 |
| FOB | FOBO |
| Expiration date | 9/21/2024 |

| Mfg | Item number | Description | Qty ordered | Unit | Ship via | Unit price | Extended price | Fin |
|-----|------------------|---|-------------|------|----------|------------|----------------|-----|
| HDS | FULL-BOAR | Full Boar Lighting Console, 12 Universe, with Road Case | 1 | EA | MISC | \$0.00 | \$0.00 | |
| | | https://www.fullcompass.com/prod/524773 | | | | | | |
| HDS | MINI-WING-4 | MINI WING 4 COMPACT CONSOLE WING, ALSO WORKS WITH HOG 4 PC | 1 | EA | MISC | \$0.00 | \$0.00 | |
| | | https://www.fullcompass.com/prod/504068 | | | | | | |
| CHS | QUICKQ20 | QuickQ 20 Console, 2 Universes | 1 | EA | MISC | \$3300.00 | \$3300.00 | |
| | | https://www.fullcompass.com/prod/551180 | | | | | | |
| GLP | FR1-GLP | Impression FR1 60W RGBW LED Moving Head w/ Zoom 3.5-35 Deg. | 6 | EA | MISC | \$1279.20 | \$7675.20 | |
| | | https://www.fullcompass.com/prod/587662 | | | | | | |
| CVP | COLORADO2QZOOM | LED Par, 14x15w RGBW, 14-44deg Motorized Zoom, IP65 | 9 | EA | MISC | \$1400.00 | \$12600.00 | |
| | | https://www.fullcompass.com/prod/549525 | | | | | | |
| CVP | COLORADO2QZOOM | LED Par, 14x15w RGBW, 14-44deg Motorized Zoom, IP65 | 23 | EA | MISC | \$1400.00 | \$32200.00 | |
| | | https://www.fullcompass.com/prod/549525 | | | | | | |
| CVP | COLORADO1QZOOM | LED Par, 7x15w RGBW, 13-45deg Motorized Zoom, IP65 | 7 | EA | MISC | \$800.00 | \$5600.00 | |
| | | https://www.fullcompass.com/prod/549522 | | | | | | |
| CVP | COLORADO1QZOOM | LED Par, 7x15w RGBW, 13-45deg Motorized Zoom, IP65 | 1 | EA | MISC | \$0.00 | \$0.00 | |
| | | https://www.fullcompass.com/prod/549522 | | | | | | |
| CVP | MAVSTORM2PROFILE | IP65 Profile Moving Head | 6 | EA | MISC | \$8625.00 | \$51750.00 | |
| | | https://www.fullcompass.com/prod/617877 | | | | | | |

Full Compass Systems, Ltd

9770 Silicon Prairie Parkway
 MADISON, WI 53593
 608-831-7330
 Fax: 608-831-6330

Quotation

| | |
|------------------|--------------|
| Confirmation # | SOC5253169-2 |
| Page | 2 of 3 |
| Date | 8/13/2024 |
| Sales order | SOC5253169 |
| Purchase order # | FULL BOAR |
| Ordered by | HOLLAND |
| Salesperson | Logan Wilson |
| Payment | Credit Card |
| Customer account | CUC2663257 |
| FOB | FOBO |
| Expiration date | 9/21/2024 |

Bill to:

CITY OF FORT PIERCE
 100 N U.S. Highway 1
 FORT PIERCE, FL 34950

Ship to:

SUNRISE THEATRE
 117 S. 2nd STREET
 ATTN: Holland Ryan
 FORT PIERCE, FL 34950

| Mfg | Item number | Description | Qty ordered | Unit | Ship via | Unit price | Extended price | Fin |
|-----|---------------|---|----------------|------|----------|------------|-------------------|-----|
| CVP | ROGUER3XWASH | Moving Head Wash, 37x25w RGBW, 12-49deg Zoom, 5 Zone | 8 | EA | MISC | \$2900.00 | \$23200.00 | |
| WHR | PL1-420 | https://www.fullcompass.com/prod/578976 Power Link Edison Box, | 20 | EA | MISC | \$191.00 | \$3820.00 | |
| NEU | NAC3MX-W-TOP | Color : Black https://www.fullcompass.com/prod/185159-0001 Cable End Male Power In IP 65 and UV Rated powerCON TRUE1 | 30 | EA | MISC | \$9.86 | \$295.80 | |
| NEU | NAC3FX-W-TOP | https://www.fullcompass.com/prod/566641 Cable end - powerCON TRUE1 TOP - female - power out - screw terminals - IP 65 and UV rated | 30 | EA | MISC | \$9.86 | \$295.80 | |
| TLC | SLCB | https://www.fullcompass.com/prod/564733 Slim Claw Black | 30 | EA | MISC | \$46.02 | \$1380.60 | |
| TLC | MAB | https://www.fullcompass.com/prod/273271 Mega Clamp, Black | 38 | EA | MISC | \$15.92 | \$604.96 | |
| TLC | SCB | https://www.fullcompass.com/prod/251447 Safety Cable, 30", Black | 50 | EA | MISC | \$6.26 | \$313.00 | |
| CVP | AMHAZESTADIUM | https://www.fullcompass.com/prod/529890 Hazer, 1200w, 14,000cfm in case | 1 | EA | MISC | \$1384.99 | \$1384.99 | |
| MTL | Q#147277A | https://www.fullcompass.com/prod/549406 1325-04-21-07-002 Stackable, Double Tier, CAM RGN Input | 1 | EA | MISC | \$4742.54 | \$4742.54 | |

***Chauvet items dropship direct, all other items ship LTL freight from Full Compass
 ***zeroed out units and discounts reflect package pricing. valid purchasd in full
 ***public bids are nonreturnable / refundable outside of warranty and service

Full Compass Systems, Ltd

9770 Silicon Prairie Parkway
MADISON, WI 53593
608-831-7330
Fax: 608-831-6330

Bill to:

CITY OF FORT PIERCE
100 N.U.S. Highway 1
FORT PIERCE, FL 34950

Ship to:

SUNRISE THEATRE
117 S. 2nd STREET
ATTN: Holland Ryan
FORT PIERCE, FL 34950

Quotation

| | |
|------------------|--------------|
| Confirmation # | SOC5253169-2 |
| Page | 3 of 3 |
| Date | 8/13/2024 |
| Sales order | SOC5253169 |
| Purchase order # | FULL BOAR |
| Ordered by | HOLLAND |
| Salesperson | Logan Wilson |
| Payment | Credit Card |
| Customer account | CUC2663257 |
| FOB | FOBO |
| Expiration date | 9/21/2024 |

| | |
|---------------------------------|-------------|
| Sales subtotal amount: | \$149162.89 |
| Promotional discount: | \$0.00 |
| Shipping & handling: | \$499.99 |
| Net amount: | \$149662.88 |
| Sales tax: | \$0.00 |
| Total: | \$149662.88 |
| Prepaid: | \$0.00 |
| Balance due: | \$149662.88 |



Quote #2
For Purchase

QUOTATION



Solotech Sales & Integration USA Inc.

| | |
|----------------------|---------------|
| Quotation number | SQ-SI009142-1 |
| Date | 14 Aug 2024 |
| Valid until | 13 Sep 2024 |
| Customer Reference | |
| Payment terms | NET 30 DAYS |
| Delivery terms | EXW |
| Sales representative | JORGE GAMEZ |

Bill to address

City Of Sunrise
10770 W. Oakland Park Blvd
Sunrise, FL 33351
USA
Ph: 954-572-2274

Ship to address

Civic Center
10610. West Oakland Park Blvd
Sunrise, FL 33351
USA

| Qty | Description | Manufacturer | Product name | UM | Unit price | Amount |
|-------|--|------------------------|---------------------------|----|------------|-----------|
| 1.00 | Hog 4-18 console | | OTHER | EA | 48,678.31 | 48,678.31 |
| 1.00 | GRANDMA3-COMPACT XT LIGHTING CONSOLE | MA LIGHTING | MA4010505 | EA | 39,881.93 | 39,881.93 |
| 32.00 | LED WASH RGBW 14 X 15W BLACK IP | CHAUVET PRO | COLORADO2QUADZOO M | EA | 1,081.63 | 34,612.16 |
| 8.00 | POWERCON POWER CORD, 2PCS OMEGA BRACKETS. CONTROL: 3-PIN DMX, 5-PIN DMX | CHAUVET PRO | ROGUER3XWASH | EA | 2,358.43 | 18,867.44 |
| 6.00 | MAVERICK STORM 2 PROFILE | CHAUVET PRO | MAVERICKSTORM2PROF ILE | EA | 7,107.83 | 42,646.98 |
| 20.00 | PL1 STRINGER, POWERCONS, BLACK | WHIRLWIND | PL1-420-BK | EA | 156.46 | 3,129.20 |
| 38.00 | BLACK MEGA CLAMP | THE LIGHT SOURCE (TLS) | MAB | EA | 11.05 | 419.90 |
| 30.00 | TLS MEGA-CLAW BLACK FINISH CLAMP | THE LIGHT SOURCE (TLS) | MEGA-CLAW | EA | 33.90 | 1,017.00 |

Additional charges

| Description | Amount |
|-----------------|--------|
| FREIGHT FEE TBD | 0.00 |

| | |
|-----------------|------------|
| Subtotal | 189,252.92 |
| Total sales tax | 0.00 |
| Total | 189,252.92 |
| Currency | USD |

Notes:

Unless otherwise agreed in writing between Solotech Sales & Integration USA Inc. and Client, this quote is subject to the attached Terms and Conditions ("T&Cs"). By accepting this quote, you are confirming that you have read the foregoing and accept to be bound by the T&Cs and other applicable terms.

This quote is subject to credit approval by Solotech Sales & Integration USA Inc. The equipment remains the property of Solotech Sales & Integration USA Inc, until complete payment of the invoice.

Due to the currently prevailing circumstances, delivery times will only be confirmed upon the receipt of purchase orders. Given the worldwide shortage of certain electronic components, our manufacturers are experiencing longer delivery times. Solotech Sales & Integration USA Inc. shall not be held liable for any delay in delivery caused by said global shortage.

Signature

Print name

Date

Order No

City Commission Day Meeting

9. B.

Meeting Date: 06/09/2025

Re: CDBG FY 24-25 Small Business Grants Agreements - Amandla Wellness Center, LLC

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Approval of small business grant award to Amandla Wellness Center, LLC in the amount not to exceed \$5000.00.

SUMMARY:

The Small Business grant application was reviewed has been reviewed by the Community Wide Council (CWC) and recommended for approval by the Fort Pierce City Commission. The City Commission will make the final decision on the award of this small business grant. The small business award recipient is required to attest and sign this contract outlining the terms, statutes, and regulations as it pertains to the use of CDBG funding.

RECOMMENDATION:

The City of Fort Pierce's Communitywide Council (CWC) has recommended the approval of this small business grant award.

ALTERNATIVES:

Approve or deny and/or request additional information from the applicant.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Administration Manager

COORDINATED WITH:

Grants Administration Division
Shyanne Harnage, Community and Economic Development Director

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024 -2025
Account: 1039000
Amount: 5000

FISCAL IMPACT:

Grants Administration Division recommends approval for small business grant in the amount not to exceed \$5000.00. Amandla Wellness Center, LLC

Attachments

2024-2025 CDBG - SB - Amandla Wellness Center, LLC - Agreement
2024-2025 CDBG - SB - Amandla Wellness Center, LLC - Exhibit A
CAO Memo - 2024-2025 SBG - Amandla Wellness Center, LLC

Form Review

Inbox

Finance Department
City Manager
Form Started By: Donnella Clarke
Final Approval Date: 05/23/2025

Reviewed By

Johnna Morris
Richard Chess

Date

05/22/2025 09:51 AM
05/23/2025 10:28 AM
Started On: 04/24/2025 11:34 AM

SMALL BUSINESS GRANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ **2025**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and **Amandla Wellness Center, LLC** located at **850 S 21st St. Suite M, Fort Pierce, Florida 34950**, a **Florida profit organization**, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.); and

WHEREAS, the Fort Pierce City Commission, on July 19, 2021, was presented the 2021-2025 Consolidated Plan; and

WHEREAS, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the **Subrecipient's** mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. **National Objectives**: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The **Subrecipient** certifies that the activity(ies) carried out under this Agreement will **benefit low- and moderate-income persons**.
2. **Scope of Project**: The specific project(s) to be provided, including intended uses for the Grant funds by **Subrecipient**, is set forth in **Exhibit "A"** to this Agreement.
3. **Term of Contract**: This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminate on **July 15, 2025**.
4. **Specific Conditions**:
 - A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** hereto, of **Subrecipient**, up to the agreed amount of **\$5,000.00**.
 - B. All **funds** from **Grantor** to **Subrecipient** being disbursed under the terms of this Agreement shall be used by **Subrecipient** solely for the purposes specified in **Exhibit "A."**
 - C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2024-2025 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.
 - D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount

requisitioned under the terms of this Agreement.

- E. The **Subrecipient** shall not claim reimbursement from the **Grantor** for that portion of its obligations which have been paid by another source of revenue.
 - F. The **Subrecipient** shall notify the **Grantor** in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.
 - G. **Subrecipient** agrees to submit to **Grantor**, through the Grants Administration Division, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.
 - H. Public access to program records shall comply with 24 CFR 570.502, 24 CFR 570.508, and all applicable laws of the State of Florida.
5. **Alteration:** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
6. **General Conditions:**
- A. **General Compliance:**
 - i. The **Subrecipient** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the **Subrecipient** does not assume the **Grantor's** environmental responsibilities described in 24 CFR 570.604 and (2) the **Subrecipient** does not assume the **Grantor's** responsibility for initiating the review process under the provisions of 24 CFR 52.
 - ii. The **Subrecipient** agrees the use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, all other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.
 - iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.
 - iv. The **Subrecipient** agrees to comply with all applicable uniform administrative requirements including all attachments, amendments, and revisions thereto, specified at

2 CFR Part 200, 24 CFR 570.502, 24 CFR 570.610, 24 CFR Part 85, and all applicable OMB Circulars, to include, but not limited to: OMB Circular A-87, “Cost Principles for State, Local and Federally Recognized Indian Tribal Governments” (and the implementing regulations at 2 CFR Part 225); OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; OMB Circular A-122, “Cost Principles for Non-Profit Organizations” (and the implementing regulations at 2 CFR Part 230); OMB Circular A-21, “Cost Principles for Educational Institutions” (and the implementing regulations at 2 CFR Part 220); and OMB Circular A-110, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (and the implementing regulations at 2 CFR Part 215).

- v. The **Subrecipient** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **Subrecipient** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. **Independent Contractor**: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The **Subrecipient** shall always remain an “independent contractor” with respect to the services to be performed under this Agreement. The **Grantor** shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the **Subrecipient** is an independent contractor.
- C. **Hold Harmless**: The **Subrecipient** shall hold harmless, defend, and indemnify the **Grantor** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient’s** performance or nonperformance of the services or subject matter called for in this Agreement.
- D. **Workers’ Compensation**: The **Subrecipient** shall provide Workers’ Compensation Insurance coverage for all its employees involved in the performance of this Agreement.
- E. **Insurance & Bonding**: The **Subrecipient** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **Grantor**. The **Subrecipient** shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding, and Insurance.
- F. **Grantor Recognition**: The **Subrecipient** shall insure recognition of the role of the **Grantor** in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **Subrecipient** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- G. **Amendments**: The **Grantor** or **Subrecipient** may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the **Grantor’s** governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the **Grantor** or **Subrecipient** from its obligations under this Agreement. The **Grantor** may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental

guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **Grantor** and **Subrecipient**.

H. **Suspension or Termination:**

- i. In accordance with 2 CFR 200, the **Grantor** may suspend or terminate this Agreement if the **Subrecipient** materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by the **Subrecipient** to the **Grantor** that are incorrect or incomplete in any material respect.
- ii. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by the **Grantor**, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the **Grantor** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **Grantor** may terminate the award in its entirety.

7. **Administrative Requirements:**

A. **Financial Management:**

- i. **Accounting Standards:** The **Subrecipient** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- ii. **Cost Principles:** The **Subrecipient** shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record Keeping:**

- i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National

Objectives of the CDBG program;

- c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- ii. **Retention**: The **Subrecipient** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the **Grantor's** annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- iii. **Client Data**: The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.
- iv. **Close-outs**: The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.
- v. **Audits and Inspections**: All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with the current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

- i. **Program Income:** The **Subrecipient** shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the **Subrecipient** shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the **Subrecipient** may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **Grantor** at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the **Grantor**.
- ii. **Indirect Costs:** If indirect costs are charged, the **Subrecipient** will develop an indirect cost allocation plan for determining the appropriate **Subrecipient's** share of administrative costs and shall submit such plan to the **Grantor** for approval, in a form specified by the **Grantor**.
- iii. **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient**.
- iv. **Progress Reports:** The **Subrecipient** shall submit regular Progress Reports to the **Grantor** in the form, content, and frequency as required by the **Grantor**.

D. **Procurement:**

- i. **Compliance:** The **Subrecipient** shall comply with current **Grantor** policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **Grantor** upon termination of this Agreement.
- ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.
- iii. **Travel:** The **Subrecipient** shall obtain written approval from the **Grantor** for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- i. The **Subrecipient** shall transfer to the **Grantor** any CDBG funds in hand and any

accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

- ii. Real property under the **Subrecipient's** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **Subrecipient** fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period, the **Subrecipient** shall pay the **Grantor** an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the **Grantor**. The **Subrecipient** may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.
 - iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.
8. **Relocation, Real Property Acquisition and One-for-One Replacement:** The **Subrecipient** agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The **Subrecipient** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion of a CDBG-assisted project. The **Subrecipient** also agrees to comply with applicable **Grantor** ordinances, resolutions, and policies concerning the displacement of persons from their residences.

9. **Personnel and Participant Conditions:**

A. **Civil Rights:**

- i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- ii. **Nondiscrimination:** The **Subrecipient** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

- iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The **Grantor** shall provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action:

- i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such a program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
- ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

- iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.
- vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

- i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.
- ii. **Land Standards:**
 - a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.
 - b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such

contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. **“Section 3” Clause:**

a. **Compliance:**

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient’s** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient’s** subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
2. The **Subrecipient** further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is

located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
- b. **Notifications**: The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. **Subcontracts**: The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct**:

- i. **Assignability**: The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.
- ii. **Subcontracts**:
 - a. **Approvals**: The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.
 - b. **Monitoring**: The **Subrecipient** will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. **Content**: The **Subrecipient** shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. **Selection Process**: The **Subrecipient** shall undertake to ensure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed

copies of all subcontracts shall be forwarded to the **Grantor** along with documentation concerning the selection process.

- iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political **activities** in violation of Chapter 15 of Title V of the U.S.C.
- iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:
 - a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For the purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.
- v. **Lobbying:** The **Subrecipient** hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:
- d. **Lobbying Certification:** This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. **Environmental Conditions:**

- A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - i. Clean Air Act, 42 U.S.C., 7401, et seq.;
 - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.
- B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. **Lead-Based Paint:** The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of

properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

- D. **Historic Preservation**: The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
11. **Provisions Required by Law Deemed Inserted**: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.
12. **Notices**: All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

Grantor:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Grants Administration
Email: grantsadministration@cityoffortpierce.com

Subrecipient:

Name: Amandla Wellness Center, LLC
850 S 21st, St – Suite M
Fort Pierce, FL 34950
Attn: Margaret Lott
Email: info@amandlawellnesscenter.com

With a copy to:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara Hedges, City Attorney
Email: shedges@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
14. **No Waiver:** The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.
17. **Entire Agreement:** This Agreement, together with any exhibits, constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

IN WITNESS THEREOF, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

ATTEST:

Linda Cox, City Clerk

GRANTOR:
CITY OF FORT PIERCE

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

SUBRECIPIENT: Amandla Wellness Center, LLC

By: _____

Print: Margaret Lott

Title: **Owner**

Today's Date: _____



Scope of Project

Grant Recipient: Amandla Wellness Center / Margaret Lott

Project Address: 850 S 21st, St Suite M, Fort Pierce, Florida 34950

Description:

| | |
|---|-------------------|
| Medical Exam Table, Scale with height rod, EKG Machine, Desktop Computer, Audiometer, Printer/Fax/Scanner, Computer Ink, Infant Scale, Vital Signs Motor on Wheels, Flyers, Signage | \$5,000.00 |
| TOTAL: | \$5,000.00 |

TOTAL GRANT AMOUNT: \$5,000.00

The Subrecipient shall be paid a total consideration of \$5,000.00 for full performance of the services specified under this Agreement. When requesting funds Subrecipient shall submit a summary invoice that clearly details project expenses incurred. The invoice must be accompanied by a payment request form. Canceled checks and/or other acceptable evidence of indebtedness should be maintained for monitoring purposes.

**Thank you,
Grants Administration Division**



TO: DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, COMMUNITY AND ECONOMIC DEV, GRANTS DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: CDBG FY 24-25 SMALL BUSINESS GRANTS AGREEMENTS - AMANDLA WELLNESS CENTER, LLC

CAO RLS FILE: 25-115

DATE: MAY 2, 2025

I have received the above request for legal services related to the grant agreement with Amandala Wellness Center, LLC. The grant agreement and accompanying Exhibit A are in the forms reviewed in previous requests for legal services regarding small business grants. I made a correction to the contact email address for the business, as it appeared an email address to an unrelated business was pasted into the space. I used the email address the business provided in their application. The clean copy of the agreement is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

City Commission Day Meeting

10. A.

Meeting Date: 06/09/2025

Re: SUN Trail Agreement - Highwayman Trail Gap FDOT 440034-2

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Resolution 25-R45 - Approving SUN Trail Agreement - Highwayman Trail Gap FDOT 440034-2-54-01 to be executed by the City for the construction of the SUN Trail from Indian Hills Drive to Georgia Avenue.

SUMMARY:

On May 12, 2023, the City executed Contract No. G2H29 for the SUN Trail network project from Indian Hills Drive to Georgia Avenue. The agreement was supported by Resolution No. 23-R27. The agreement provided construction funding for \$1,200,000 for the "Historic Highwayman Trail Gap" Project.

Bids were received on October 19, 2023. The lowest reasonable and responsive bid exceeded the funding by \$948,290.00. The City rejected these bids. The project scope was revised and refined to reduce costs. On June 13, 2024, bids were received in response to the second advertisement. The lowest reasonable and responsive bid exceeded the funding by \$861,228.00.

The City requested additional funding from FDOT to construct this portion of the SUN Trail, and FDOT has provided an additional \$862,000 in funding.

This new agreement represents the additional funding for the project. Combined with the original G2H29 agreement, the total funds for the construction of the Highwayman Trail Gap project is \$2,062,000.

Once this agreement is finalized, the City will re-advertise the project and proceed with construction activities.

RECOMMENDATION:

Staff recommends approval of the Resolution and the Agreement.

ALTERNATIVES:

Do not approve the funding and cancel the project.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

City Engineer
City Attorney
FDOT

Fiscal Impact

| | |
|----------------------|----------------|
| Budgeted Y/N: | Y |
| Fiscal Year: | 2024/2025 |
| Account: | 0016000-563200 |
| Amount: | \$2,062,000 |

FISCAL IMPACT:

The State Grant funds are reimbursable from FDOT per the Agreement.

Attachments

FDOT Agreement
Resolution
Current SUN Trail Agreement
City Attorney Memo

Form Review

| Inbox | Reviewed By | Date |
|----------------------------------|--------------------|---------------------------------|
| Finance Department | Johnna Morris | 06/03/2025 05:30 PM |
| City Manager | Richard Chess | 06/03/2025 05:48 PM |
| Form Started By: Selena Griffett | | Started On: 05/28/2025 09:47 AM |
| Final Approval Date: 06/03/2025 | | |

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
 AGREEMENT**

| | | | |
|---|---------------------------|--|--|
| Financial Project No: <u>440034-2-54-01</u> | Contract No. _____ | Vendor No.: <u>F596000322013</u> | CSFA No. and Title: <u>55.038</u> Florida Shared-Use Nonmotorized (SUN) Trail Network Program |
|---|---------------------------|--|--|

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT (“Agreement”) is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, (“Department”), and City of Fort Pierce, (“Recipient”). The Department and the Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties”.

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department’s work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department’s participation in the SUN Trail network from Indian Hills Drive to Georgia Avenue, as further described in **Exhibit “A”, Project Description and Responsibilities** (“Project”), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit “E”, Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
- 2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through March 1, 2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the _____ day of _____ NA _____, 20____ or within _____ days of the issuance of the Notice to Proceed

[Type here]

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

- 3. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 4. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

 - a.** If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c.** If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d.** In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- 5. Project Cost:**

 - a.** The estimated total cost of the Project is \$862,000.00. This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.
 - b.** The Department agrees to participate in the Project cost up to the maximum amount of \$862,000.00 and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.
- 6. Compensation and Payment:**

 - a.** The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440034-2-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit H- Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by November 1, 2025, the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

- g. If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, _____ N/A _____, at (____) ____-____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
- g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: The following provisions are incorporated into this Agreement:

- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “D”** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

The remainder of this page intentionally left blank.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

**MODELINE ACREUS, OFFICE OF MODAL DEVELOPMENT
3400 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309
PHONE: 954-777-43-47
FAX: 954-777-4095
EMAIL: MODELINE.ACREUS@DOT.STATE.FL.US**

RECIPIENT:

**SELENA GRIFFETT, PE, CITY ENGINEER
CITY OF FORT PIERCE
100 NORTH U.S. 1
FORT PIERCE, FL 34950
PHONE: 772-467-3780
FAX: 772-460-6847
EMAIL: SGRIFETT@CITYOFFORTPIERCE.COM**

- b.** All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Recipient’s contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

- b. The Recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- j. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes. The Recipient shall:
 - i. Keep and maintain public records required by the Department to perform the service.
 - ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
 - v. Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
 - vi. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Charles Wilson, Office of the General Counsel at 954-777-4512 or Charles.Wilson@dot.state.fl.us.
- k. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- l. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

- a. Exhibits A, B, C, D, E, G and H are attached to and incorporated into this Agreement.
- b. A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance Schedule
Exhibit C: Engineer's Certification of Compliance
Exhibit D: Audit Requirements for Awards of State Financial Assistance
Exhibit E: Recipient Resolution
Exhibit G: Maintenance Memorandum of Agreement
Exhibit H: Contract Payment Requirements

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: John P. Krane, P.E.
Title: Director of Transportation Development

City Clerk or City Attorney
Name
Title

Title:

Legal Review: Francine Steelman

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT A PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Program Agreement between the State of Florida, Department of Transportation and the City of Fort Pierce.

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construct the recommended alternative shared use path along the SUN Trail network from Indian Hills Drive to Georgia Avenue per the Historic Highwayman Trail Gap Design Plans in the City of Fort Pierce.

B. Project Location (limits, city, county): Indian Hills Drive to Georgia Avenue, Fort Pierce, Port St. Lucie

Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The Highwaymen Trail Gap project involves the construction of a 12-foot-wide multi-use paved trail stretching 1.2 miles along the designated alignment shown in the attached image. This multi-use trail aims to enhance accessibility and connectivity for the community. The project is scheduled for completion within a 24-month timeframe.

D. Deliverable(s): _____

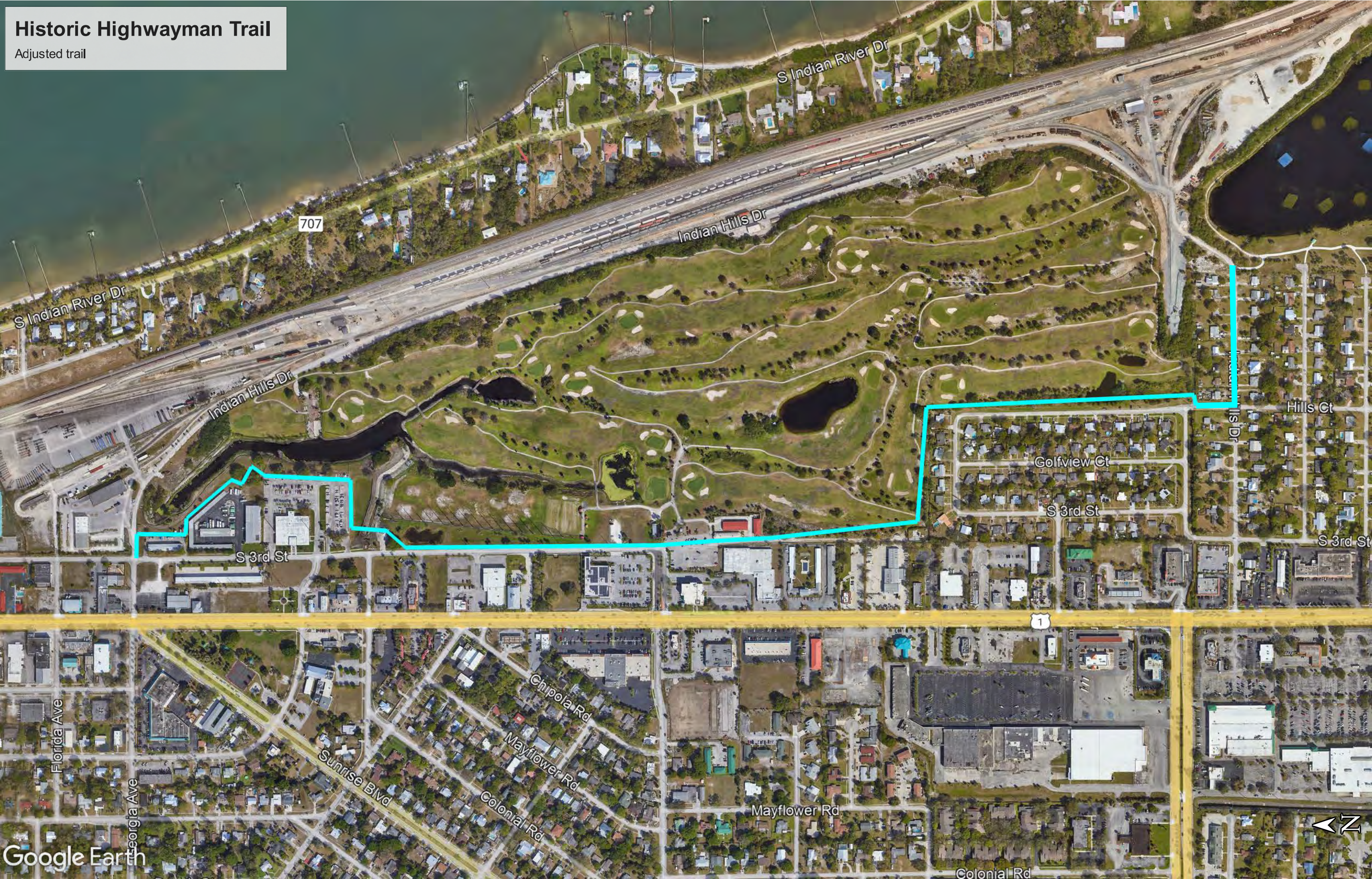
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency. The following special requirements and conditions shall apply:

- Monthly or quarterly progress reports
- FDOT Design Manual, Chapter 224 Shared Use Paths
- Florida Statute Section 339.81

E. Unallowable Costs (including but not limited to): Allocation of TLWR funds will not include the development of amenities associated with trail projects, including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and

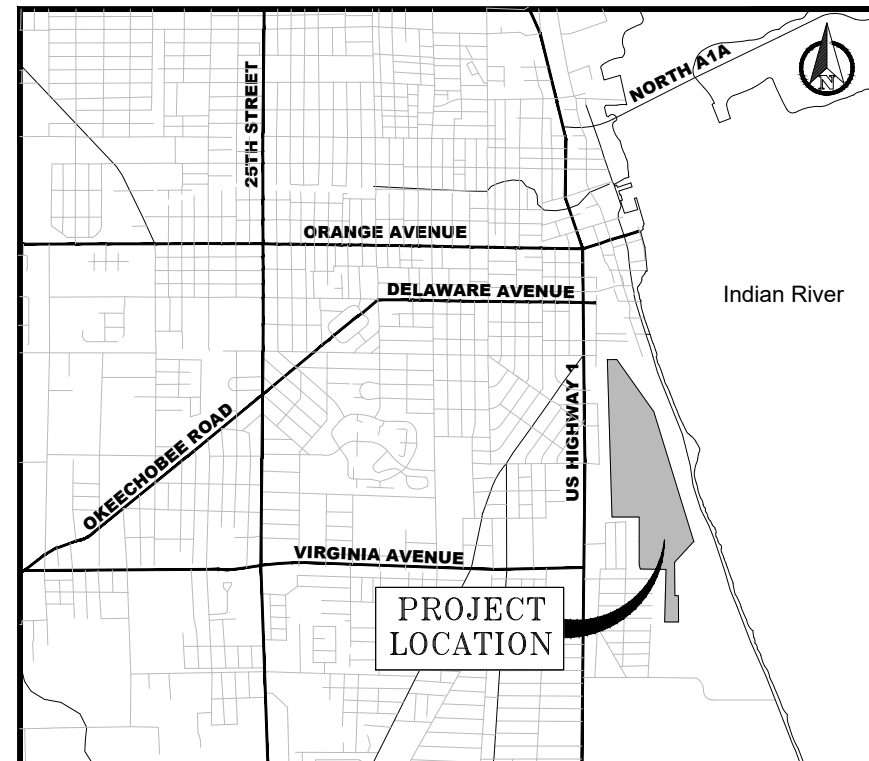
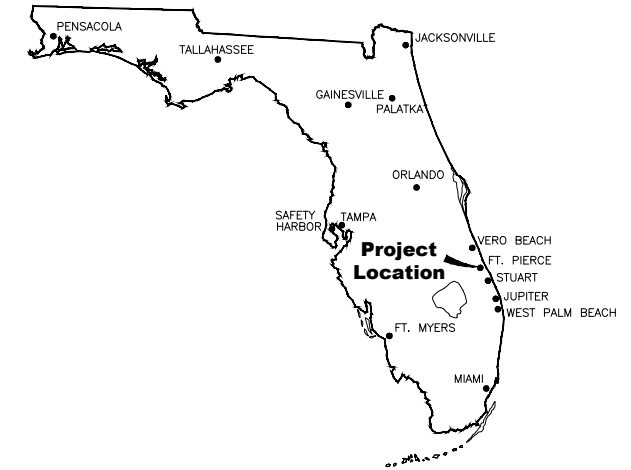
Historic Highwayman Trail

Adjusted trail



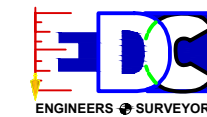
CITY OF FORT PIERCE

CONSTRUCTION PLANS FOR HIGHWAYMAN TRAIL - MULTI-USE PATH DEPARTMENT OF ENGINEERING



PROJECT LOCATION MAP

**SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST
SECTION 15, TOWNSHIP 35 SOUTH, RANGE 40 EAST
SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST**



INDEX OF SHEETS

| | | | |
|----|----|----|----------------------------------|
| 1 | OF | 17 | COVER |
| 2 | OF | 17 | GENERAL NOTES |
| 3 | OF | 17 | TYPICAL SECTION |
| 4 | OF | 17 | OVERALL PLAN AND KEY |
| 5 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 6 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 7 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 8 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 9 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 10 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 11 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 12 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 13 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 14 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 15 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 16 | OF | 17 | PAVING GRADING AND DRAINAGE PLAN |
| 17 | OF | 17 | DETAILS PLAN |

CONSTRUCTION PLANS FOR
HIGHWAYMAN TRAIL - MULTI-USE PATH

| No. | DATE | BY | REVISIONS |
|-----|-------|------|-----------|
| R#1 | REV#1 | REV1 | REVISION1 |
| R#2 | REV#2 | REV2 | REVISION2 |
| R#3 | REV#3 | REV3 | REVISION3 |
| R#4 | REV#4 | REV4 | REVISION4 |
| R#5 | REV#5 | REV5 | REVISION5 |



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE, FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | N.T.S. |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
1 OF 17

GENERAL NOTES

- 1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE REFERENCING THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
- 2. ALL DRAINAGE INFRASTRUCTURE IS TO REMAIN UNLESS OTHERWISE NOTED.
- 3. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
- 4. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
- 5. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY SELENA GRIFFETT WITH THE CITY OF FORT PIERCE, WITHOUT DELAY, BY TELEPHONE (772) 467-3780.

6. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF ON THE JOB SITE)

| COMPANY | CONTACT | TEL. NO. |
|-----------------------|---------------|-------------------------|
| FPUA WATER/WASTEWATER | LUGEY DAWSON | (772) 466-3428 |
| FPUA ELECTRIC | ERIC MEYER | (772) 466-1600 X6305 |
| FPUA GAS | ERIC MEYER | (772) 466-1600 X6305 |
| AT&T | MARK LINSKOTT | (321) 388-9376 |
| COMCAST CABLE | TIMOTHY HENES | (561) 325-2963 |
| FPL | TRACY STERN | (800) 858-9554 |

7. THE CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, HAY, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.

8. ALL SYNTHETIC BALES AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT AND WHEN APPROVED BY THE NPDES INSPECTOR.

9. IF DEWATERING PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A DEWATERING PERMIT OR WATER USE PERMIT AND ALLOW TIME FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND/OR FDEP TO REVIEW AND APPROVE THE PERMIT PRIOR TO THE CONSTRUCTION START DATE.

10. WORK HOURS ARE FROM 7:00 AM TO 5:00 PM MONDAY-FRIDAY. WORK WILL NOT BE ALLOWED ON WEEKENDS OR HOLIDAYS OBSERVED BY THE CITY OF FORT PIERCE. THE CONTRACTORS MUST RECEIVE WRITTEN PERMISSION FROM THE CITY AND PROVIDE AN APPROVED MOT PLAN BEFORE ANY LANE CLOSURES OCCUR. ANY PROPOSED LANE CLOSURES MUST BE COORDINATED WITH THE CITY OF FORT PIERCE.

11. ALL CURB RAMPS, DETECTABLE WARNINGS, HANDRAILS, DBI STEEL GRATES, SIDEWALKS, CONNECTIONS TO DRIVEWAYS, RAMP LANDINGS, ETC., ALL ARE TO BE IN COMPLIANCE WITH CURRENT AND FEDERAL ADA STANDARDS. ALSO, ADHERENCE TO ADA GUIDELINES REGARDING WHEELCHAIR ACCESSIBILITY. THE MAXIMUM CROSS SLOPE ON ALL SIDEWALKS IS 2%. MAXIMUM SIDEWALK LONGITUDINAL SLOPE IS 5%.

12. THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION. ANY OFF-SITE STORAGE AREA REQUIRED BY THE CONTRACTOR WILL REQUIRE THE INDIVIDUAL PROPERTY OWNER'S WRITTEN APPROVAL, AS WELL AS THE CITY OF FORT PIERCE PROJECT MANAGERS APPROVAL (SELENA GRIFFETT, (772) 467-3780). A COPY OF THE APPROVAL MUST BE FORWARDED TO THE CITY OF FORT PIERCE.

13. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLANS OR AS DIRECTED BY THE PROJECT ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

14. THE CONTRACTORS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

15. SIDEWALK MUST BE FREE OF OVERHEAD OBSTRUCTIONS PER SECTION 4.4.2 OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG.)

16. CONCRETE SIDEWALK IS TO MEET THE REQUIREMENTS OF SECTION 522 OF THE FDOT STANDARD SPECIFICATIONS.

17. EXISTING MAILBOXES THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS ARE TO BE RELOCATED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT INDEX 110-200. IF RELOCATED, MUST BE COORDINATED WITH POSTMASTER GENERAL.

18. CONTRACTOR SHALL USE EXTREME CAUTION AND COMPLY WITH ALL APPLICABLE OSHA REGULATIONS WHEN WORKING IN THE VICINITY OF OVERHEAD AND UNDERGROUND UTILITY LINES.

19. WHEN ENCOUNTERING OR EXPOSING ANY ABNORMAL CONDITION INDICATING THE PRESENCE OF A HAZARDOUS OR TOXIC WASTE, OR CONTAMINANTS, CEASE OPERATIONS IMMEDIATELY IN THE VICINITY AND NOTIFY THE CITY PROJECT MANAGER AT (772) 467-3780. THE PRESENCE OF TANKS OR BARRELS; DISCOLORED EARTH, METAL, WOOD, GROUND WATER, ETC.; VISIBLE FUMES; ABNORMAL ODORS; EXCESSIVELY HOT EARTH; SMOKE; OR OTHER CONDITIONS THAT APPEAR ABNORMAL MAY INDICATE HAZARDOUS OR TOXIC WASTES OR CONTAMINANTS AND MUST BE TREATED WITH EXTREME CAUTION. MAKE EVERY EFFORT TO MINIMIZE THE SPREAD OF CONTAMINATION INTO UNCONTAMINATED AREAS. IMMEDIATELY PROVIDE FOR THE HEALTH AND SAFETY OF ALL WORKERS AT THE JOB SITE AND MAKE PROVISION NECESSARY FOR THE HEALTH AND SAFETY OF THE PUBLIC THAT MAY BE EXPOSED TO ANY POTENTIALLY HAZARDOUS CONDITIONS. PROVISIONS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS OR CODES COVERING HAZARDOUS CONDITIONS AND WILL BE IN A MANNER COMMENSURATE WITH THE GRAVITY OF THE CONDITIONS. THE CITY ENGINEER AND/OR CONTRACTOR WILL COORDINATE AND MOBILIZE A QUALIFIED CONTAMINATION ASSESSMENT/REMEDATION (CAR) CONTRACTOR. QUALIFICATIONS OF SUCH CAR CONTRACTOR SHALL INCLUDE, BUT NOT BE LIMITED TO: EXPERIENCE AND PERSONNEL TO PREPARE CONTAMINATION ASSESSMENT PLANS, CONDUCT CONTAMINATION ASSESSMENTS, PREPARE SITE ASSESSMENT REPORTS, REMEDIATION PLANS, IMPLEMENT REMEDIAL ACTION PLANS, RISK BASED CORRECTIVE ACTIONS, STORAGE TANKS SYSTEM REMOVAL, HIGHWAY SPILL RESPONSE AS WELL AS EXPERIENCE WITH INFRASTRUCTURE/CONSTRUCTION ACTIVITIES WITHIN (POTENTIALLY) CONTAMINATED AREAS SPECIFIC TO TRANSPORTATION SYSTEMS. ALL THE WORK PERFORMED BY THE CAR CONTRACTOR SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING WORKER SAFETY AND ENVIRONMENTAL REGULATIONS. THIS IS TO INCLUDE OCCUPATIONAL EXPOSURE TO CONTAMINATED COILS, GROUNDWATER, WASTES AND ATMOSPHERE DURING THE CONSTRUCTION OF ALL FEATURES INCLUDED IN THE CONSTRUCTION PLAN. IN ADDITION, THE CAR CONTRACTOR MUST BE STAFFED WITH FLORIDA LICENSED TECHNICAL PROFESSIONALS (GEOLOGISTS AND ENGINEERS) WHO WILL BE INVOLVED WITH THE PROJECT AND KNOWLEDGEABLE OF THE WORK ACTIVITIES CONDUCTED WITHIN THE IDENTIFIED CONTAMINATED AREAS AND WHO WOULD SIGN AND SEAL PROJECT REPORTS AS REQUIRED FOR SUBMITTAL TO THE APPROPRIATE ENVIRONMENTAL REGULATORY AGENCIES. THE CITY ENGINEER WILL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT IV CONTAMINATION IMPACT COORDINATOR (DCIC) AT (954) 777-4286 AFTER ENCOUNTERING THE UNIDENTIFIED AREAS OF CONTAMINATION. PRELIMINARY INVESTIGATION BY THE CAR CONTRACTOR WILL DETERMINE THE COURSE OF ACTION NECESSARY FOR SITE SECURITY AND THE STEPS NECESSARY UNDER APPLICABLE LAWS, RULES AND REGULATIONS FOR ADDITIONAL ASSESSMENT AND/OR REMEDIATION WORK TO RESOLVE THE CONTAMINATION ISSUE.

20. EXISTING TREES TO REMAIN MUST BE PROTECTED IN ACCORDANCE WITH FDOT INDEX #542.

21. ALL AREAS DESIGNATED FOR PAVEMENT REMOVAL SHALL BE SAW-CUT AT THE LIMITS OF REMOVAL ADJACENT TO EXISTING PAVEMENT WHICH IS TO REMAIN.

22. GOVERNING SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" DATED 2022-2023.

23. CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS DATED 2022-2023.

24. EXISTING SECTION CORNERS AND 1/4 SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA. THE SURVEYOR AND MAPPER SHALL FILE UPDATED CERTIFIED CORNER RECORDS WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.

25. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.

26. ALL EXISTING DRAINAGE STRUCTURES WITHIN THE LIMITS OF CONSTRUCTION SHALL REMAIN UNLESS OTHERWISE NOTED. ALL STRUCTURES IDENTIFIED TO BE REMOVED SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.

27. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THE CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN THAT NOW EXISTS.

28. ITEMS IN CONFLICT WITH CONSTRUCTION SUCH AS EXISTING DRAINAGE STRUCTURES, AND EXCESS EXCAVATIONS ARE TO BE REMOVED BY CONTRACTOR AND DISPOSED OF IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE UNLESS THE ITEMS ARE TO BE REUSED ON THE PROJECT.

29. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES, UNDERGROUND UTILITIES, OR NEAR CANAL BANKS.

30. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATELY ONLY; THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY CONTRACTOR. CONTRACTOR SHALL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.

31. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556 OF FLORIDA STATUTES, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY.

32. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.

33. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE APPLICABLE FDOT INDEX NUMBERS (102-XXX SERIES) AND THESE DOCUMENTS; THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S. DEPARTMENT OF TRANSPORTATION, FHWA), SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.

34. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION):

- A. SILT FENCE SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT ADJACENT TO ANY SOIL DISTURBING ACTIVITIES.
- B. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION PER FDOT EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION).
- C. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY.

35. ALL THERMOPLASTIC PAVEMENT STRIPING IS MEASURED FROM CENTER OF STRIPE TO CENTER OF STRIPE.

36. ALL WORK, INCLUDING HARMONIZATION, SHALL BE COMPLETED FROM AND WITHIN EXISTING CITY RIGHT-OF-WAY.

37. WHEN ENCOUNTERING OR EXPOSING ANY ABNORMAL CONDITION INDICATING THE PRESENCE OF A HAZARDOUS OR TOXIC WASTE, OR CONTAMINANTS, CEASE OPERATIONS IMMEDIATELY IN THE VICINITY AND NOTIFY THE CITY PROJECT MANAGER AT (772) 467-3780. THE PRESENCE OF TANKS OR BARRELS; DISCOLORED EARTH, METAL, WOOD, GROUND WATER, ETC.; VISIBLE FUMES; ABNORMAL ODORS; EXCESSIVELY HOT EARTH; SMOKE; OR OTHER CONDITIONS THAT APPEAR ABNORMAL MAY INDICATE HAZARDOUS OR TOXIC WASTES OR CONTAMINANTS AND MUST BE TREATED WITH EXTREME CAUTION.

38. MAKE EVERY EFFORT TO MINIMIZE THE SPREAD OF CONTAMINATION INTO UNCONTAMINATED AREAS. IMMEDIATELY PROVIDE FOR THE HEALTH AND SAFETY OF ALL WORKERS AT THE JOB SITE AND MAKE PROVISION NECESSARY FOR THE HEALTH AND SAFETY OF THE PUBLIC THAT MAY BE EXPOSED TO ANY POTENTIALLY HAZARDOUS CONDITIONS. PROVISIONS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS OR CODES COVERING HAZARDOUS CONDITIONS AND WILL BE IN A MANNER COMMENSURATE WITH THE GRAVITY OF THE CONDITIONS.

39. THE CITY ENGINEER AND/OR CONTRACTOR WILL COORDINATE AND MOBILIZE A QUALIFIED CONTAMINATION ASSESSMENT/REMEDATION (CAR) CONTRACTOR. QUALIFICATIONS OF SUCH CAR CONTRACTOR SHALL INCLUDE, BUT NOT BE LIMITED TO: EXPERIENCE AND PERSONNEL TO PREPARE CONTAMINATION ASSESSMENT PLANS, CONDUCT CONTAMINATION ASSESSMENTS, PREPARE SITE ASSESSMENT REPORTS, REMEDIATION PLANS, IMPLEMENT REMEDIAL ACTION PLANS, RISK BASED CORRECTIVE ACTIONS, STORAGE TANKS SYSTEM REMOVAL, HIGHWAY SPILL RESPONSE AS WELL AS EXPERIENCE WITH INFRASTRUCTURE/CONSTRUCTION ACTIVITIES WITHIN (POTENTIALLY) CONTAMINATED AREAS SPECIFIC TO TRANSPORTATION SYSTEMS.

40. ALL THE WORK PERFORMED BY THE CART CONTRACTOR SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING WORKER SAFETY AND ENVIRONMENTAL REGULATIONS. THIS IS TO INCLUDE OCCUPATIONAL EXPOSURE TO CONTAMINATED COILS, GROUNDWATER, WASTES AND ATMOSPHERE DURING THE CONSTRUCTION OF ALL FEATURES INCLUDED IN THE CONSTRUCTION PLAN. IN ADDITION, THE CAR CONTRACTOR MUST BE STAFFED WITH FLORIDA LICENSED TECHNICAL PROFESSIONALS (GEOLOGISTS AND ENGINEERS) WHO WILL BE INVOLVED WITH THE PROJECT AND KNOWLEDGEABLE OF THE WORK ACTIVITIES CONDUCTED WITHIN THE IDENTIFIED CONTAMINATED AREAS AND WHO WOULD SIGN AND SEAL PROJECT REPORTS AS REQUIRED FOR SUBMITTAL TO THE APPROPRIATE ENVIRONMENTAL REGULATORY AGENCIES.

41. THE CITY ENGINEER WILL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT IV CONTAMINATION IMPACT COORDINATOR (DCIC) AT (954) 777-4286 AFTER ENCOUNTERING THE UNIDENTIFIED AREAS OF CONTAMINATION. PRELIMINARY INVESTIGATION BY THE CAR CONTRACTOR WILL DETERMINE THE COURSE OF ACTION NECESSARY FOR SITE SECURITY AND THE STEPS NECESSARY UNDER APPLICABLE LAWS, RULES AND REGULATIONS FOR ADDITIONAL ASSESSMENT AND/OR REMEDIATION WORK TO RESOLVE THE CONTAMINATION ISSUE.

42. FOLLOWING COMPLETION OF THE PROJECT, THE CAR CONTRACTOR SHALL BE REQUIRED TO PROVIDE COPIES OF ALL REPORTS SUBMITTED TO REGULATORY AGENCIES, WASTE MATERIAL PROFILES, MANIFESTS AND/OR DISPOSAL RECEIPTS FOR THE HANDLING OF ALL CONTAMINATED MEDIA INCLUDING BUT NOT LIMITED TO GROUND WATER, WASTE WATER, SOILS, SOLID WASTES, SLUDGE, HAZARDOUS WASTES, AIR MONITORING RECORDS AD SAMPLE RESULTS FOR ALL MATERIALS TESTED AND ANALYZED TO THE CITY ENGINEER AND THE FDOT DCIC.

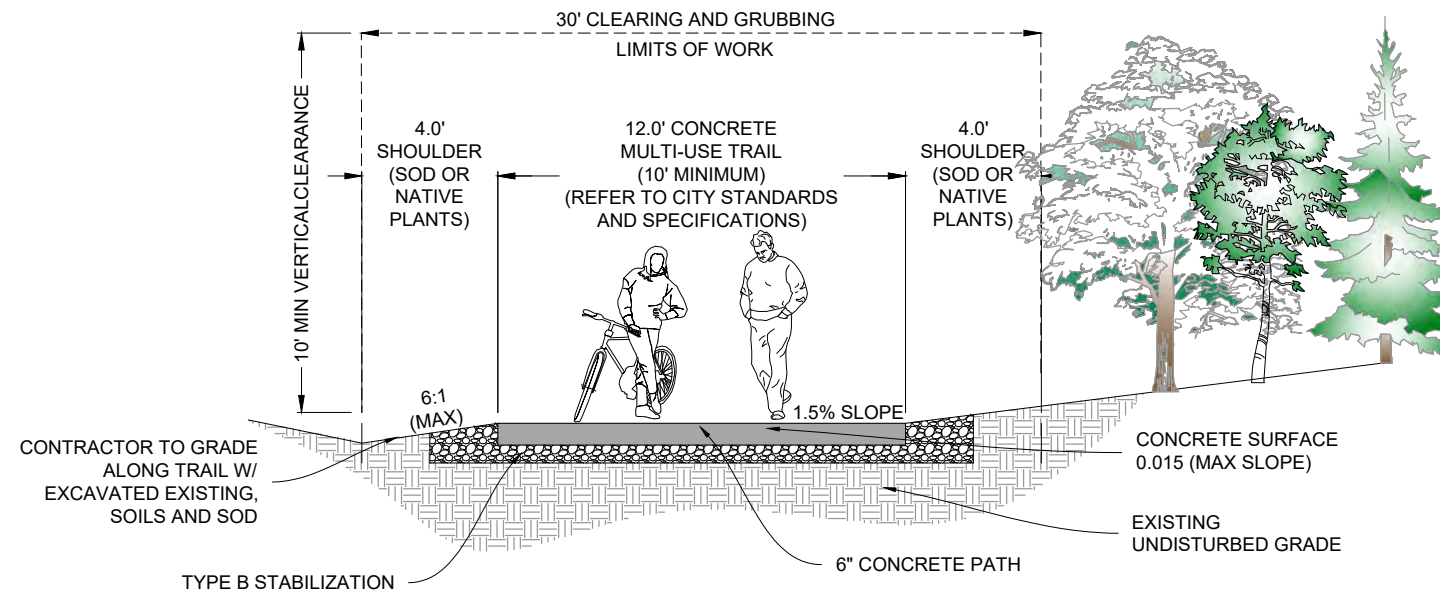
**HIGHWAYMAN TRAIL - MULTI-USE PATH
GENERAL NOTES**

| No. | DATE | BY | REVISIONS | | | | |
|-----|------|----|-----------|--------|--------|--------|--------|
| | | | R-REV1 | R-REV2 | R-REV3 | R-REV4 | R-REV5 |
| 001 | | | | | | | |
| 002 | | | | | | | |
| 003 | | | | | | | |
| 004 | | | | | | | |
| 005 | | | | | | | |



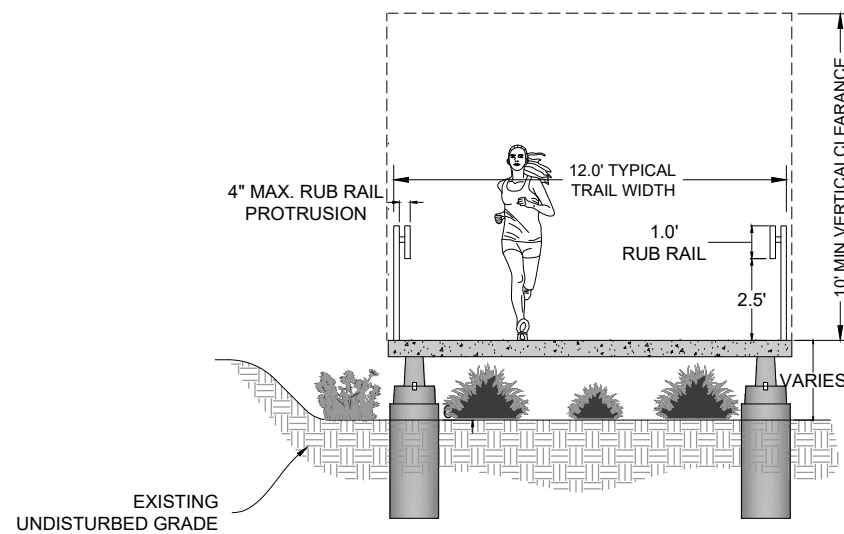
CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE, FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | N.T.S. |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |



TYPICAL MULTI-USE TRAIL SECTION

SCALE: N.T.S.



TYPICAL BOARDWALK SECTION

SCALE: N.T.S.

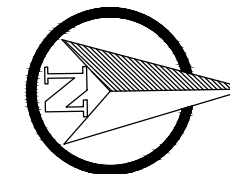
- CONSTRUCTION TO BE IN ACCORDANCE WITH FDOT DESIGN MANUAL CH 224 SHARED USED PATHS
- CONCRETE STRENGTH TO BE 3000 P.S.I. AT 28 DAYS.
- TOOLED DUMMY CONTRACTION JOINTS EVERY 5' (TYPE 'B' JOINTS)
- EXPANSION JOINTS WITH PREMOLDED FILLER AT 100' O/C (TYPE 'C' JOINTS)
- BASE TO BE COMPACTED 98% MAXIMUM DRY DENSITY PER AASHTO T-180
- THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGE OF THE SIDEWALK SHALL BE FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2 INCH

| No. | DATE | BY | REVISIONS |
|-----|---------|-------|-----------|
| R#1 | REDATE1 | REBY1 | REVISION1 |
| R#2 | REDATE2 | REBY2 | REVISION2 |
| R#3 | REDATE3 | REBY3 | REVISION3 |
| R#4 | REDATE4 | REBY4 | REVISION4 |
| R#5 | REDATE5 | REBY5 | REVISION5 |

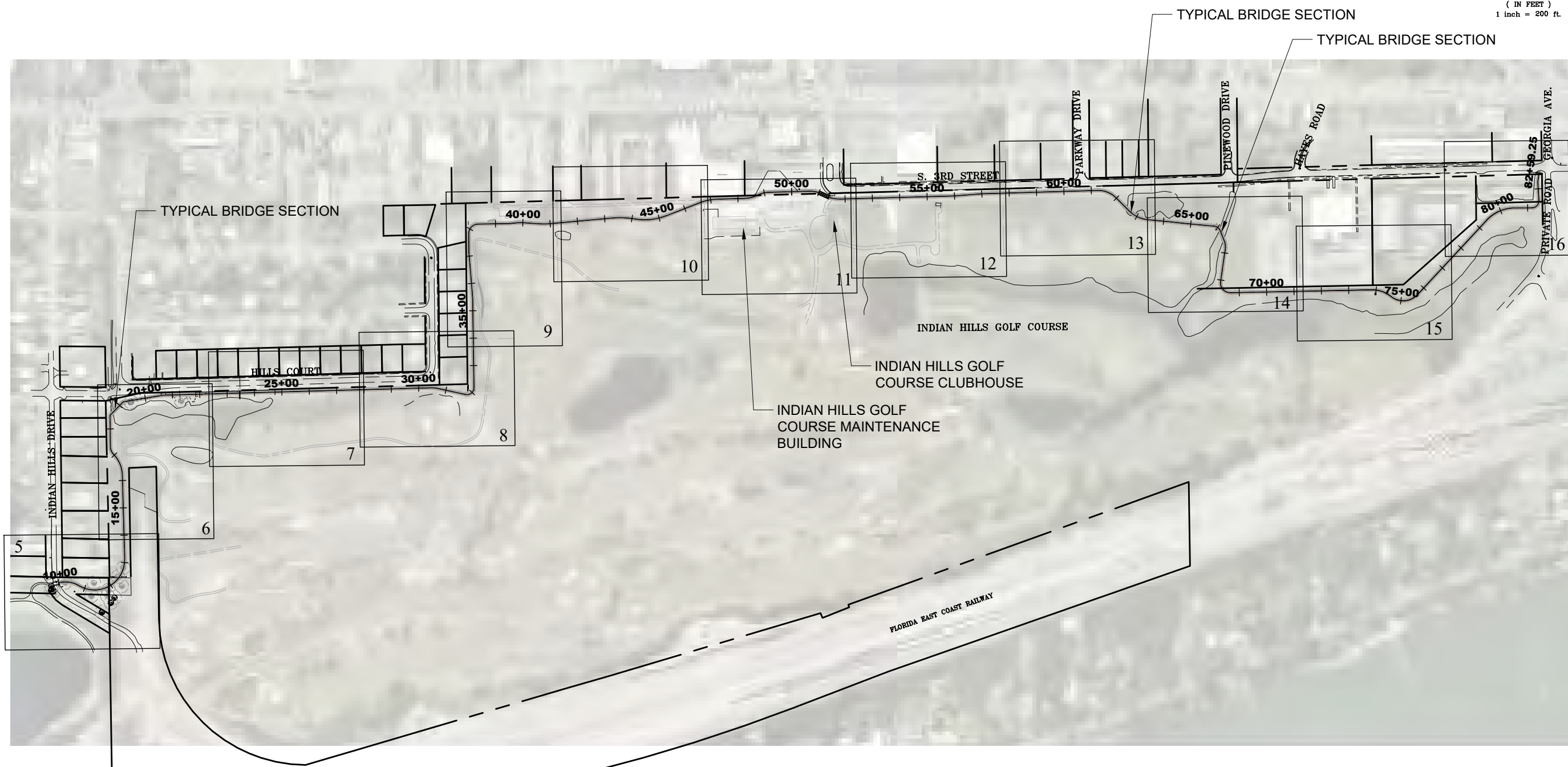


CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE, FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | N.T.S. |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |



0 200
(IN FEET)
1 inch = 200 ft.



HIGHWAYMAN TRAIL - MULTI-USE PATH
OVERALL PLAN AND KEY

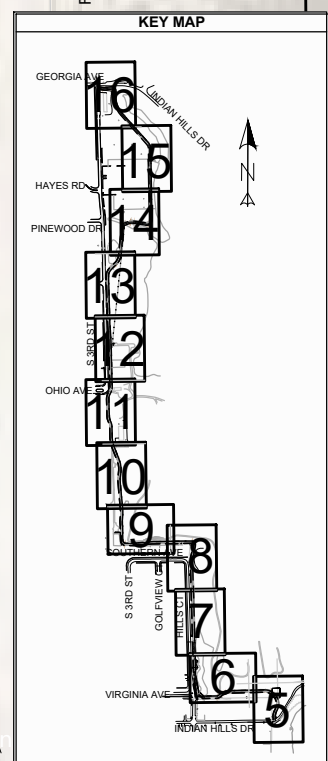
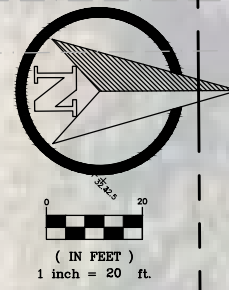
| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |
| | | | |



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

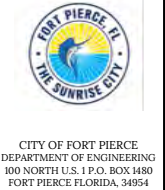
| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 200' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
4 OF 17



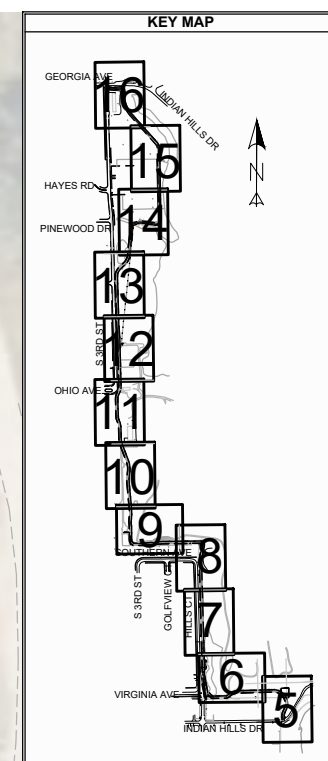
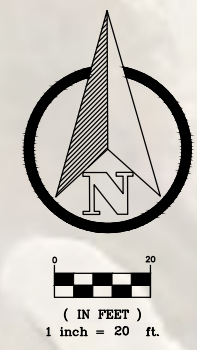
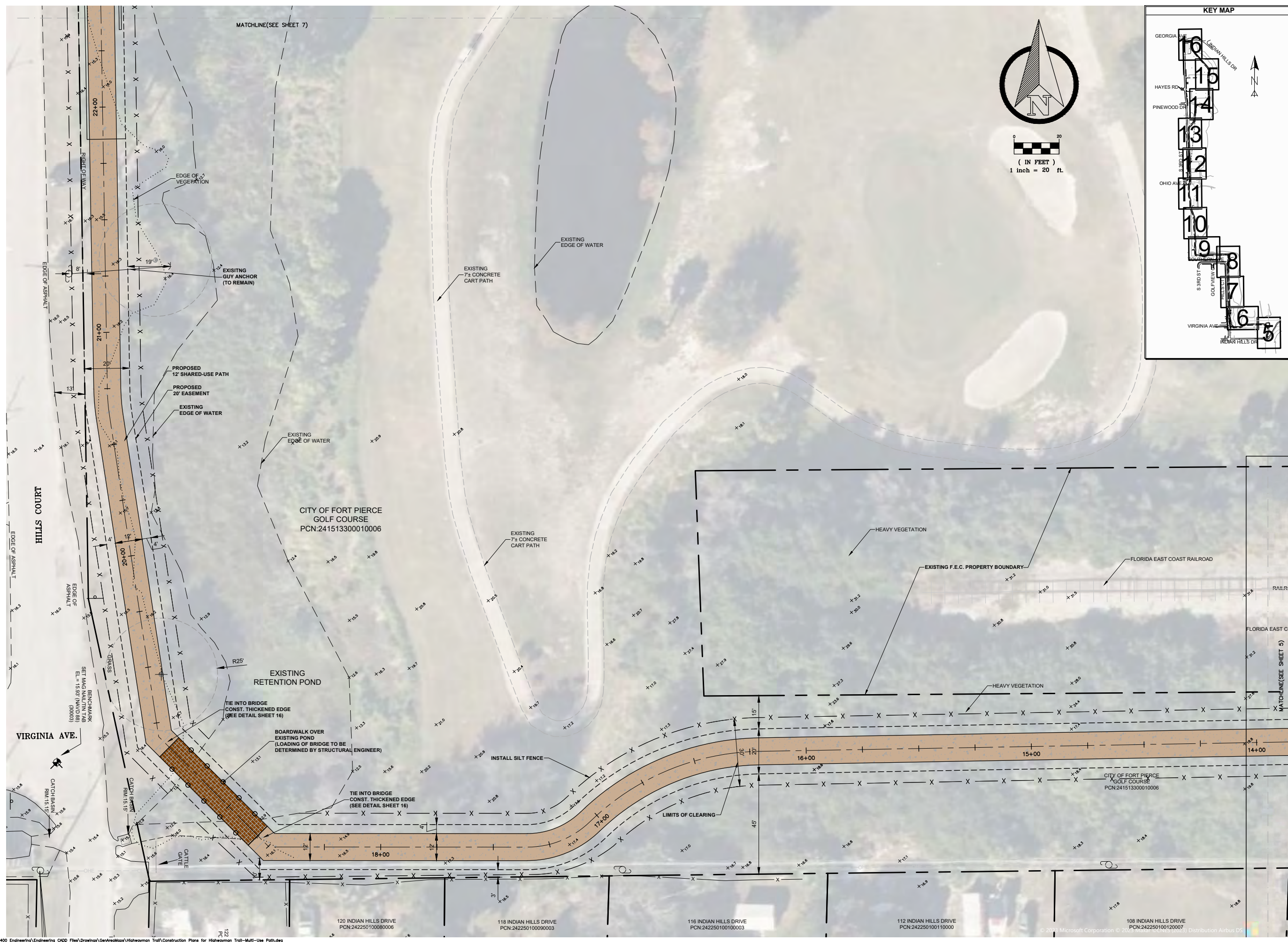
**HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN**

| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |



DATE: MARCH 27, 2024
 SURVEY BY: EDC
 DESIGNED BY: EDC
 SCALE: 1" = 20'
 DRAWN BY: EDC
 APPROVED BY: J. ANDREWS

SHEET No.
5 OF 17



**HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN**

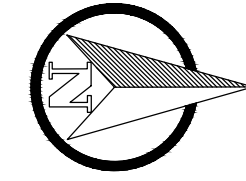
| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |
| | | | |



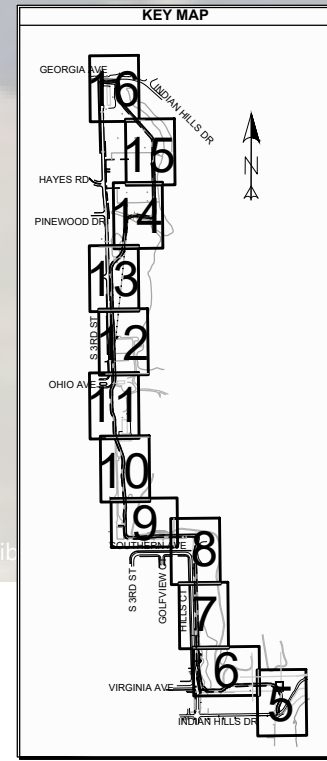
CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 20' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
6 OF 17



0 20
 (IN FEET)
 1 inch = 20 ft.



**HIGHWAYMAN TRAIL - MULTI-USE PATH
 PAVING GRADING AND DRAINAGE PLAN**

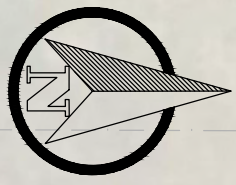
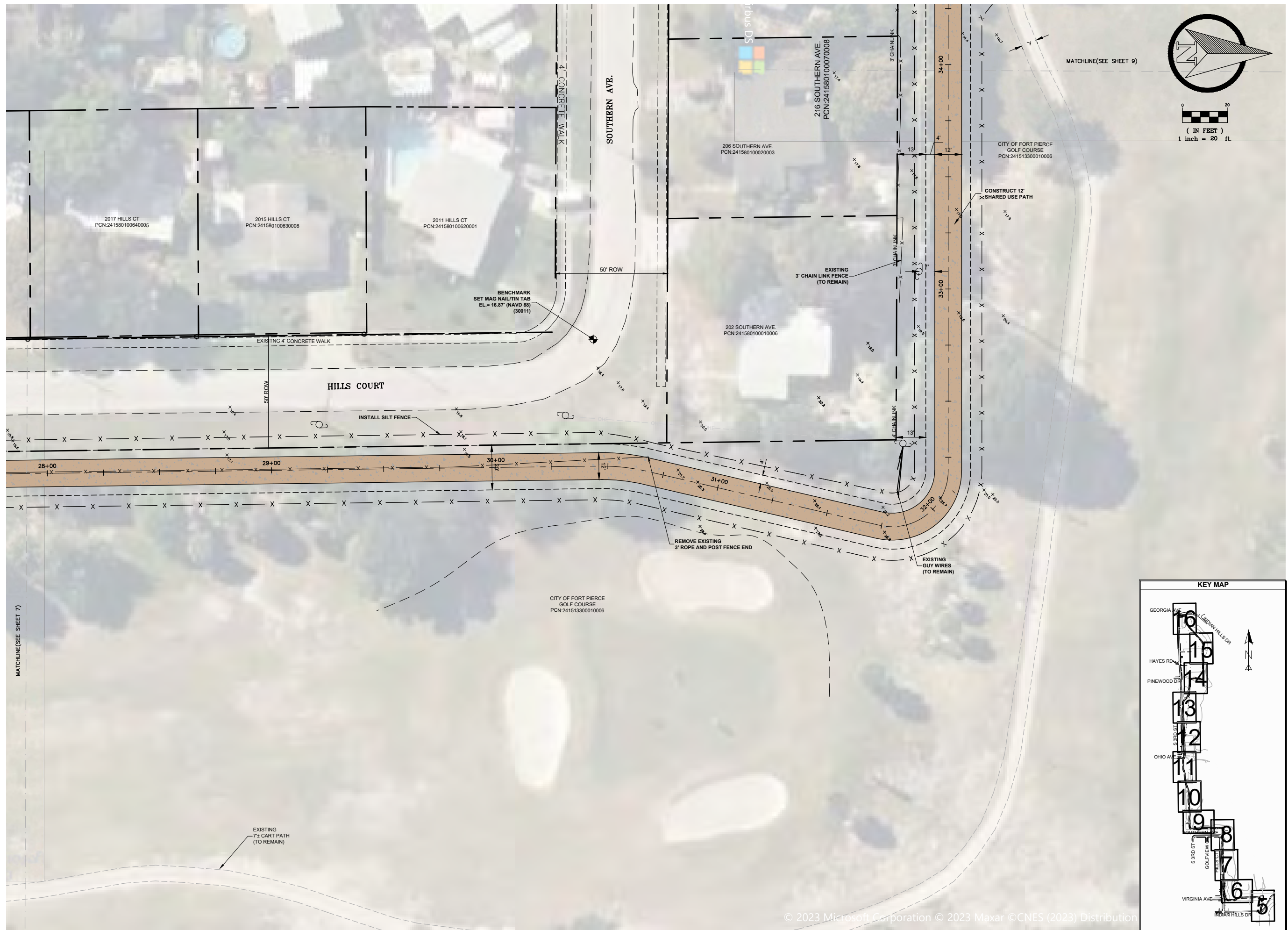
| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |
| | | | |



CITY OF FORT PIERCE
 DEPARTMENT OF ENGINEERING
 100 NORTH U.S. 1 P.O. BOX 1480
 FORT PIERCE FLORIDA, 34954

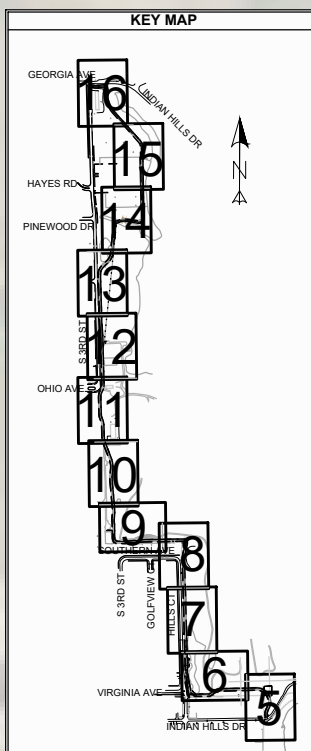
| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 20' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
7 OF 17



0 20
 (IN FEET)
 1 inch = 20 ft.

MATCHLINE(SEE SHEET 9)



**HIGHWAYMAN TRAIL - MULTI-USE PATH
 PAVING GRADING AND DRAINAGE PLAN**

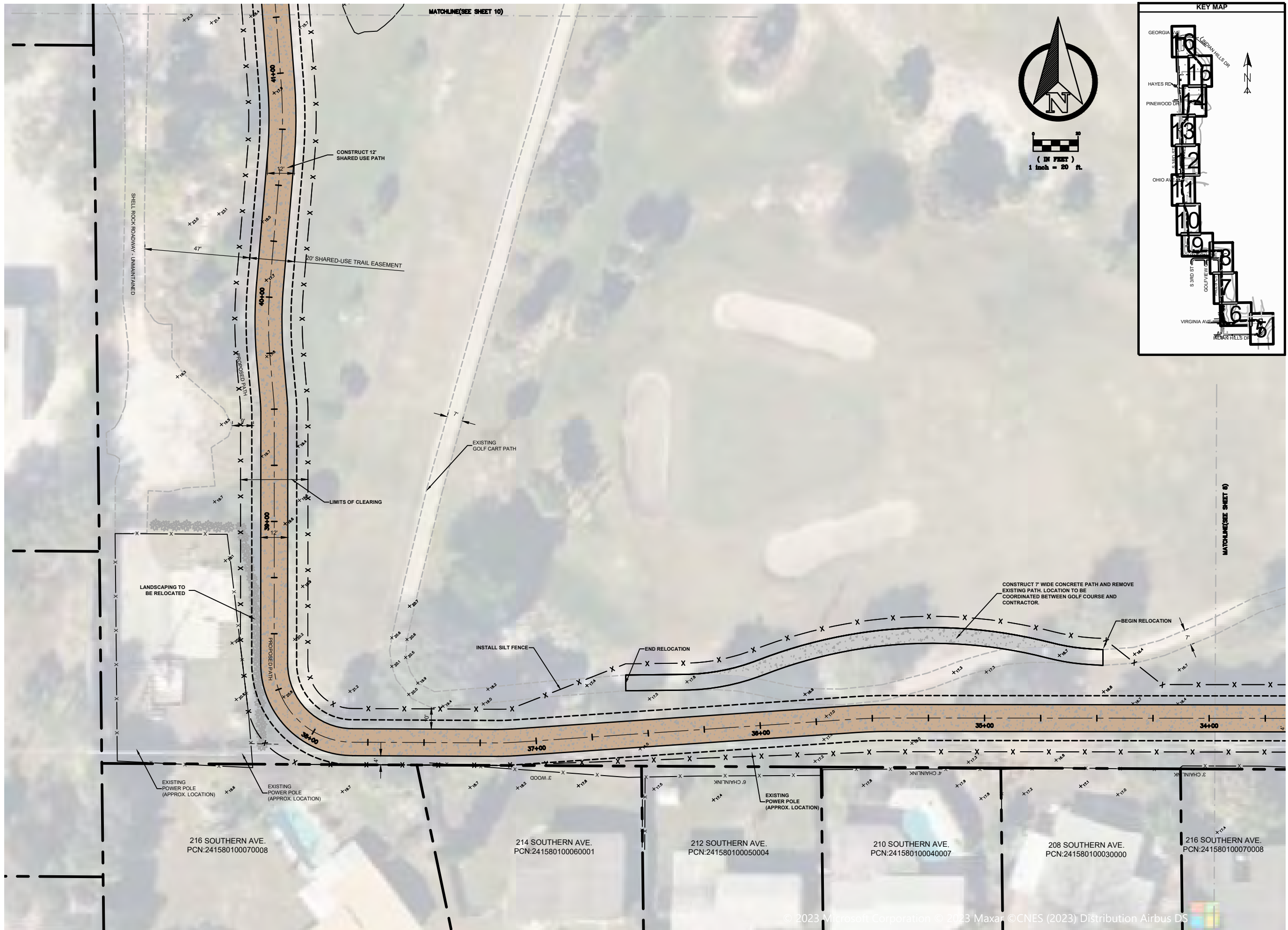
| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |
| | | | |



CITY OF FORT PIERCE
 DEPARTMENT OF ENGINEERING
 100 NORTH U.S. 1 P.O. BOX 1480
 FORT PIERCE FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 20' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
8 OF 17



HIGHWAYMAN TRAIL - MULTI-USE PATH PAVING GRADING AND DRAINAGE PLAN

| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE, FLORIDA, 34954

DATE: MARCH 27, 2024

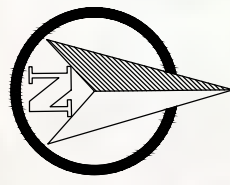
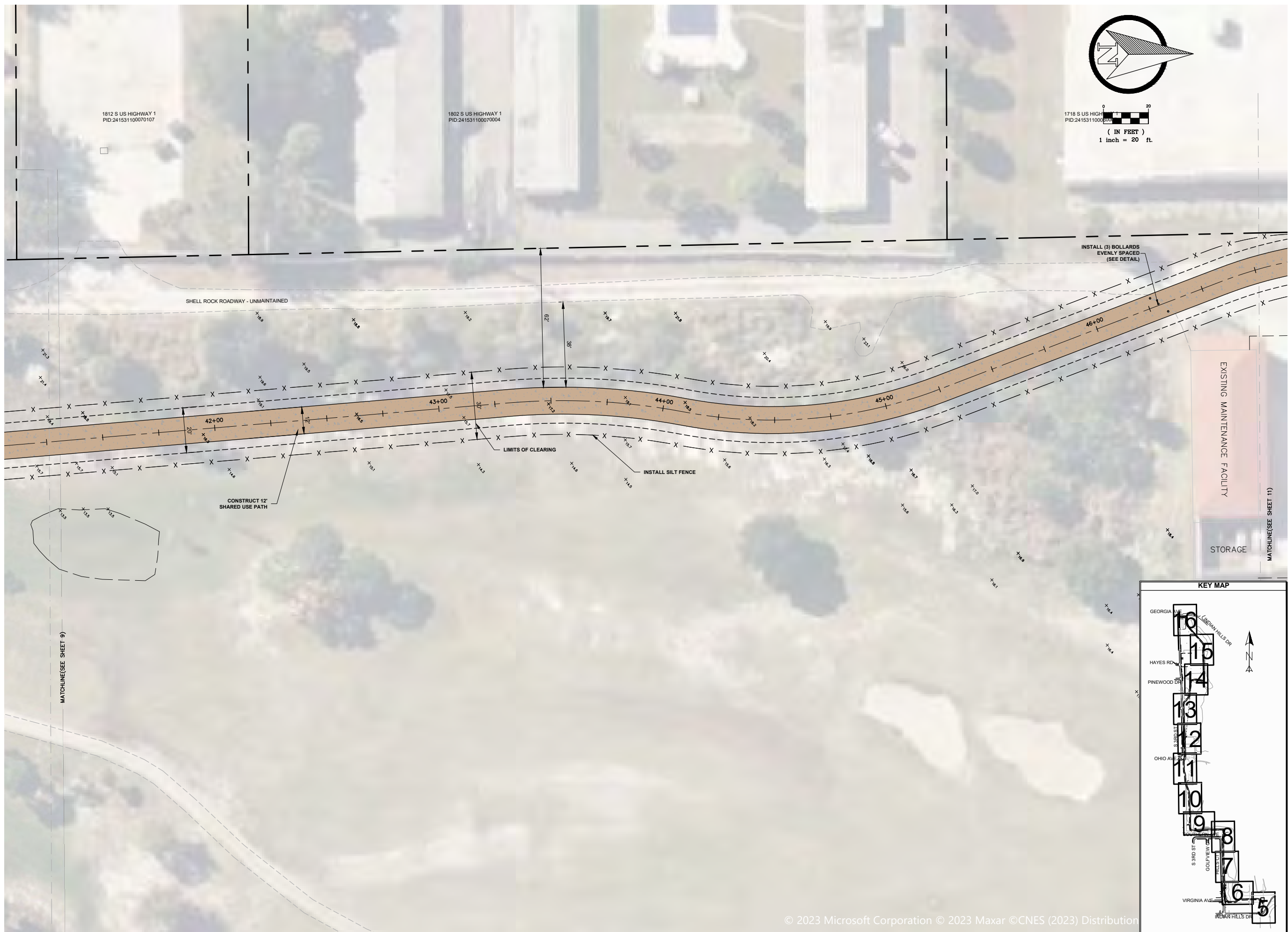
SURVEY BY: EDC

DESIGNED BY: EDC

SCALE: 1" = 20'

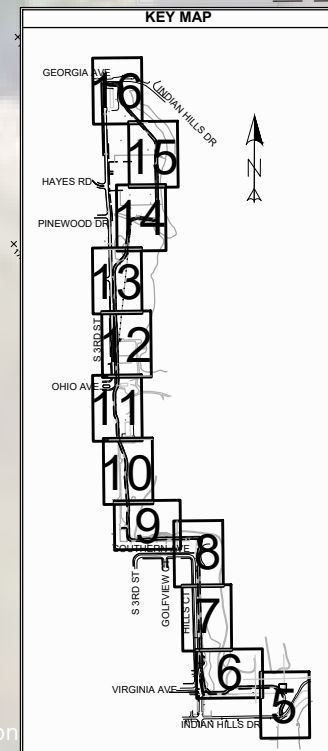
DRAWN BY: EDC

APPROVED BY: J. ANDREWS



1718 S US HIGHWAY 1
PID:241531100070000

(IN FEET)
1 inch = 20 ft.



HIGHWAYMAN TRAIL - MULTI-USE PATH PAVING GRADING AND DRAINAGE PLAN

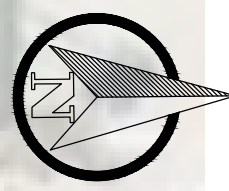
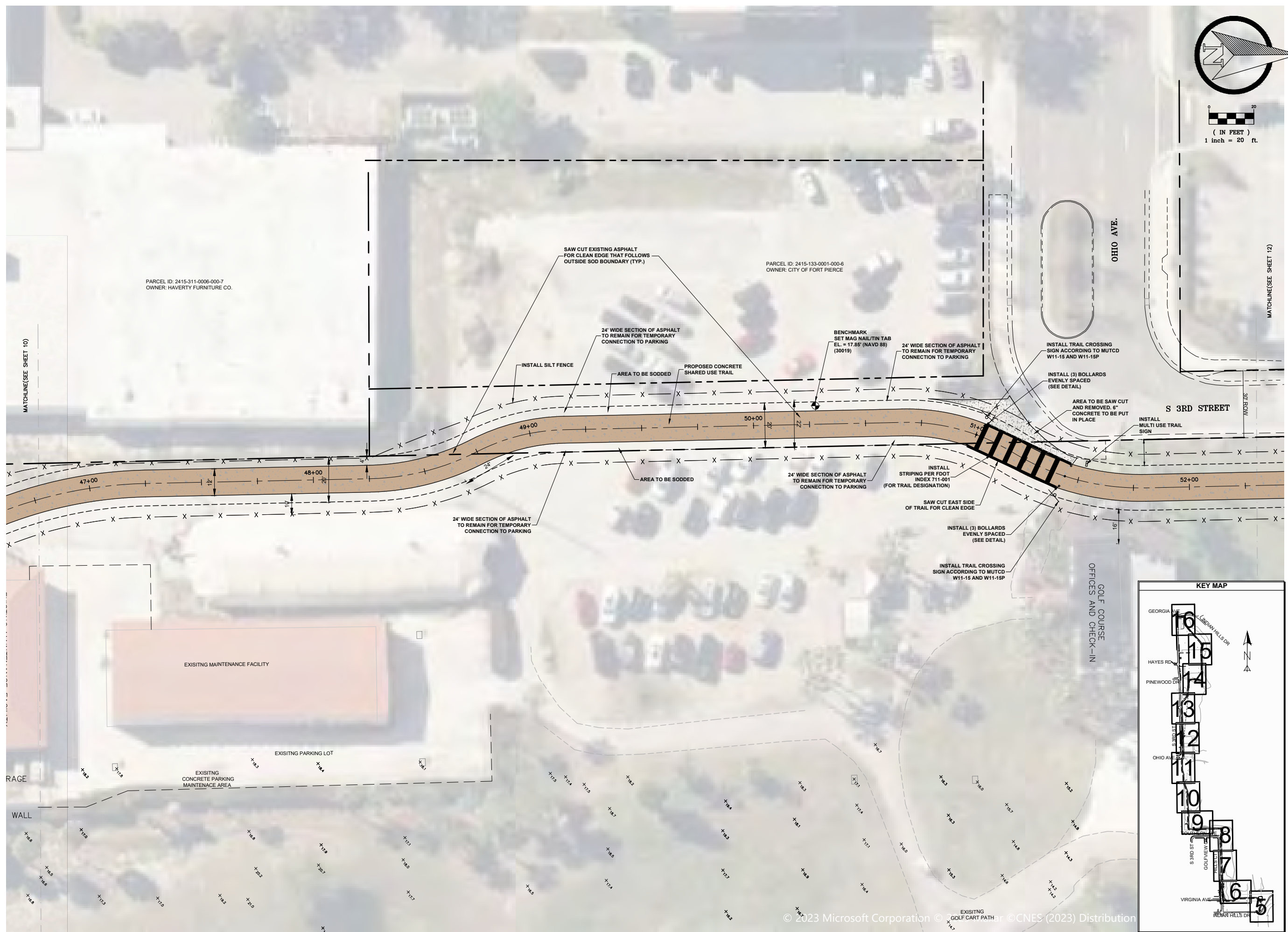
| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |
| | | | |



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE, FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 20' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
10 OF 17

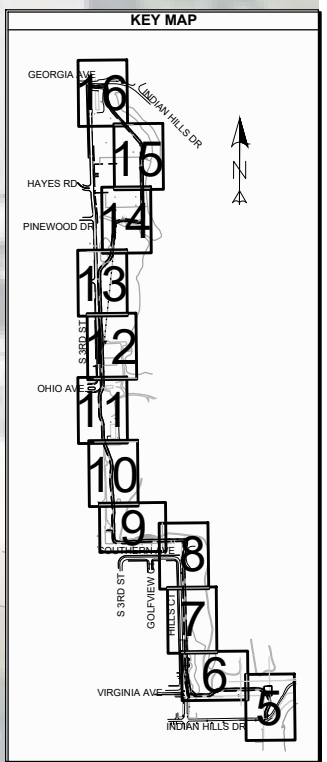


(IN FEET)
1 inch = 20 ft.

MATCHLINE(SEE SHEET 12)

MATCHLINE(SEE SHEET 10)

PARCEL ID: 2415-311-0006-000-7
OWNER: HAVERTY FURNITURE CO.



**HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN**

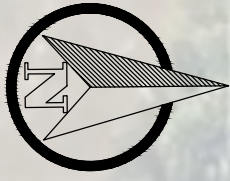
| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |



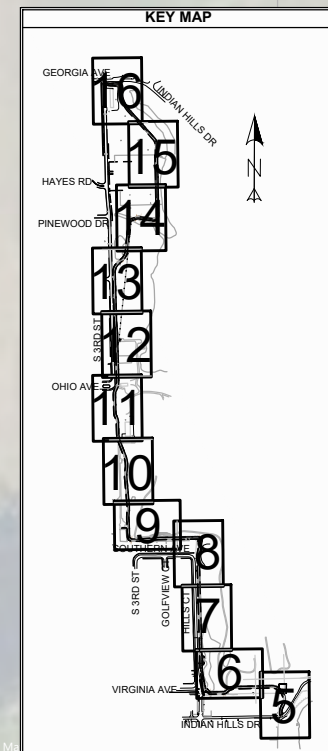
CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE, FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 20' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
11 OF 17



(IN FEET)
1 inch = 20 ft



HIGHWAYMAN TRAIL - MULTI-USE PATH PAVING GRADING AND DRAINAGE PLAN

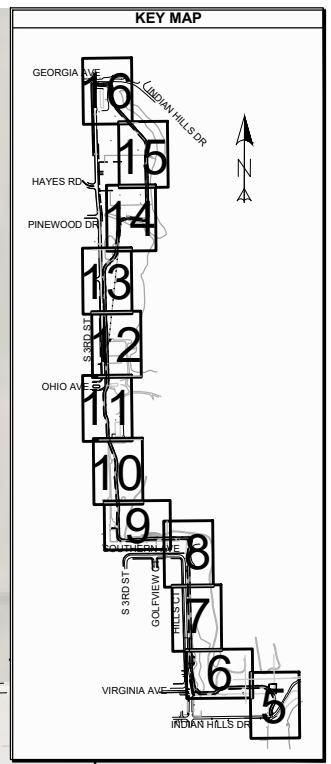
| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 20' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
12 OF 17



**HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN**

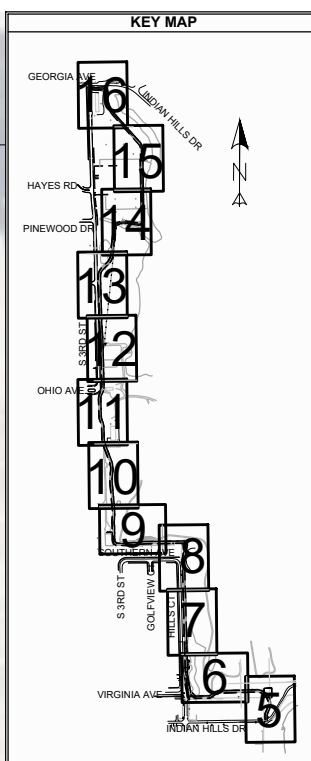
| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |
| | | | |



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 20' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
13 OF 17



HIGHWAYMAN TRAIL - MULTI-USE PATH PAVING GRADING AND DRAINAGE PLAN

| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



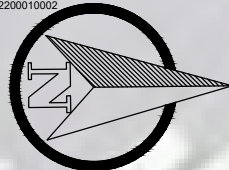
CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 20' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

Z:\Shared\4400 Engineering\Engineering CAD\Drawings\Gen\AreaMaps\Highwayman Trail\Construction Plans for Highwayman Trail-Multi-Use Path.dwg

© 2023 Microsoft Corporation © 2023 Maxar ©CNES (2023) Distribution Airbus DS

PID: 241512200010002

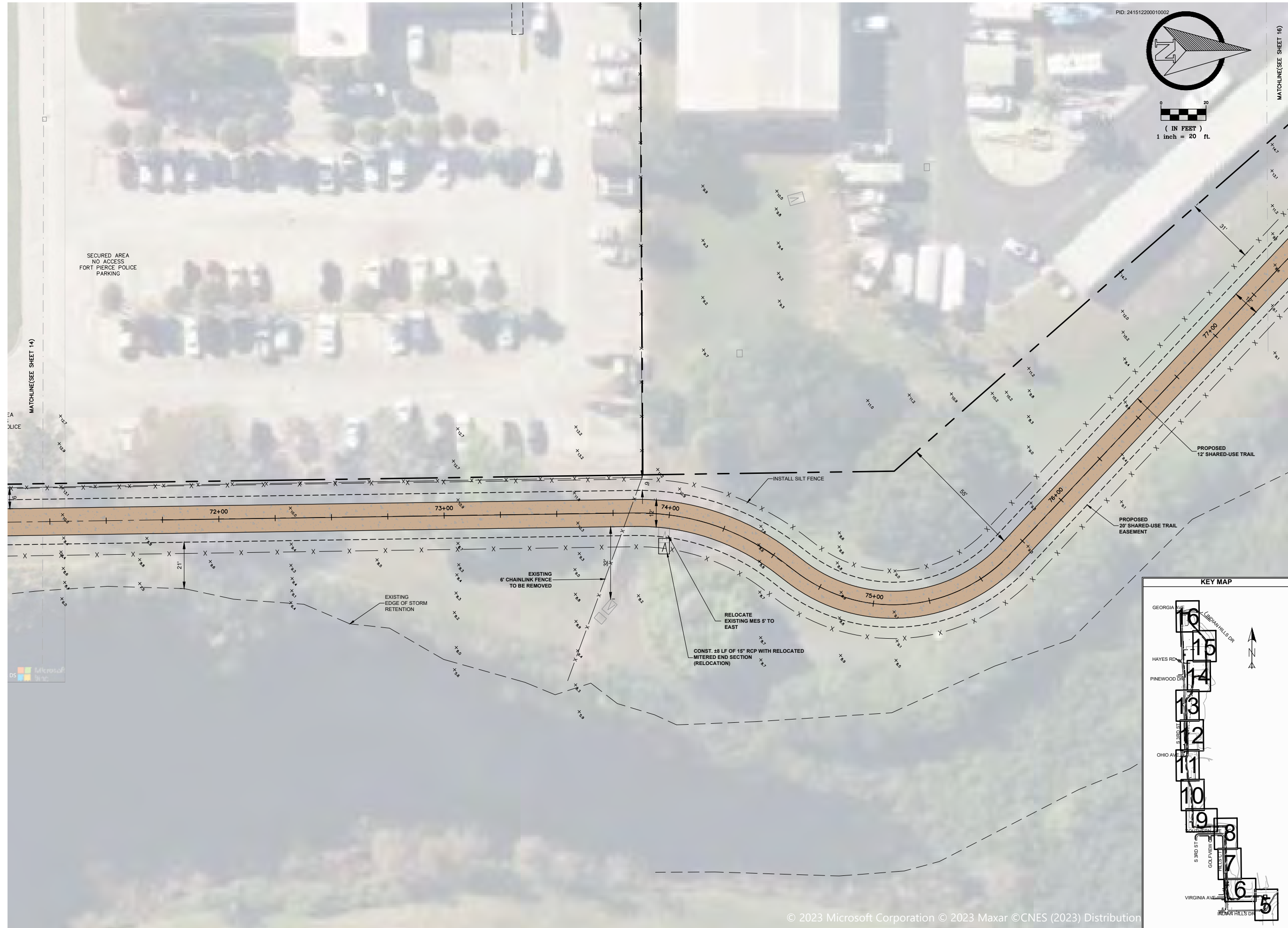


0 20
(IN FEET)
1 inch = 20 ft.

MATCHLINE(SEE SHEET 16)

SECURED AREA
NO ACCESS
FORT PIERCE POLICE
PARKING

MATCHLINE(SEE SHEET 14)



INSTALL SILT FENCE

PROPOSED 12' SHARED-USE TRAIL

PROPOSED 20' SHARED-USE TRAIL EASEMENT

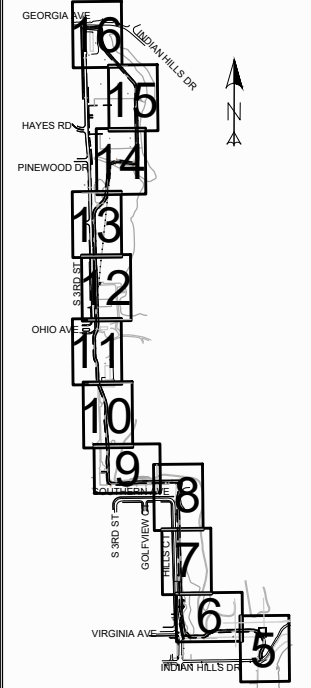
EXISTING 6" CHAINLINK FENCE TO BE REMOVED

EXISTING EDGE OF STORM RETENTION

RELOCATE EXISTING MES 5' TO EAST

CONST. 28 LF OF 15" RCP WITH RELOCATED MITERED END SECTION (RELOCATION)

KEY MAP



HIGHWAYMAN TRAIL - MULTI-USE PATH PAVING GRADING AND DRAINAGE PLAN

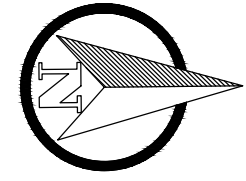
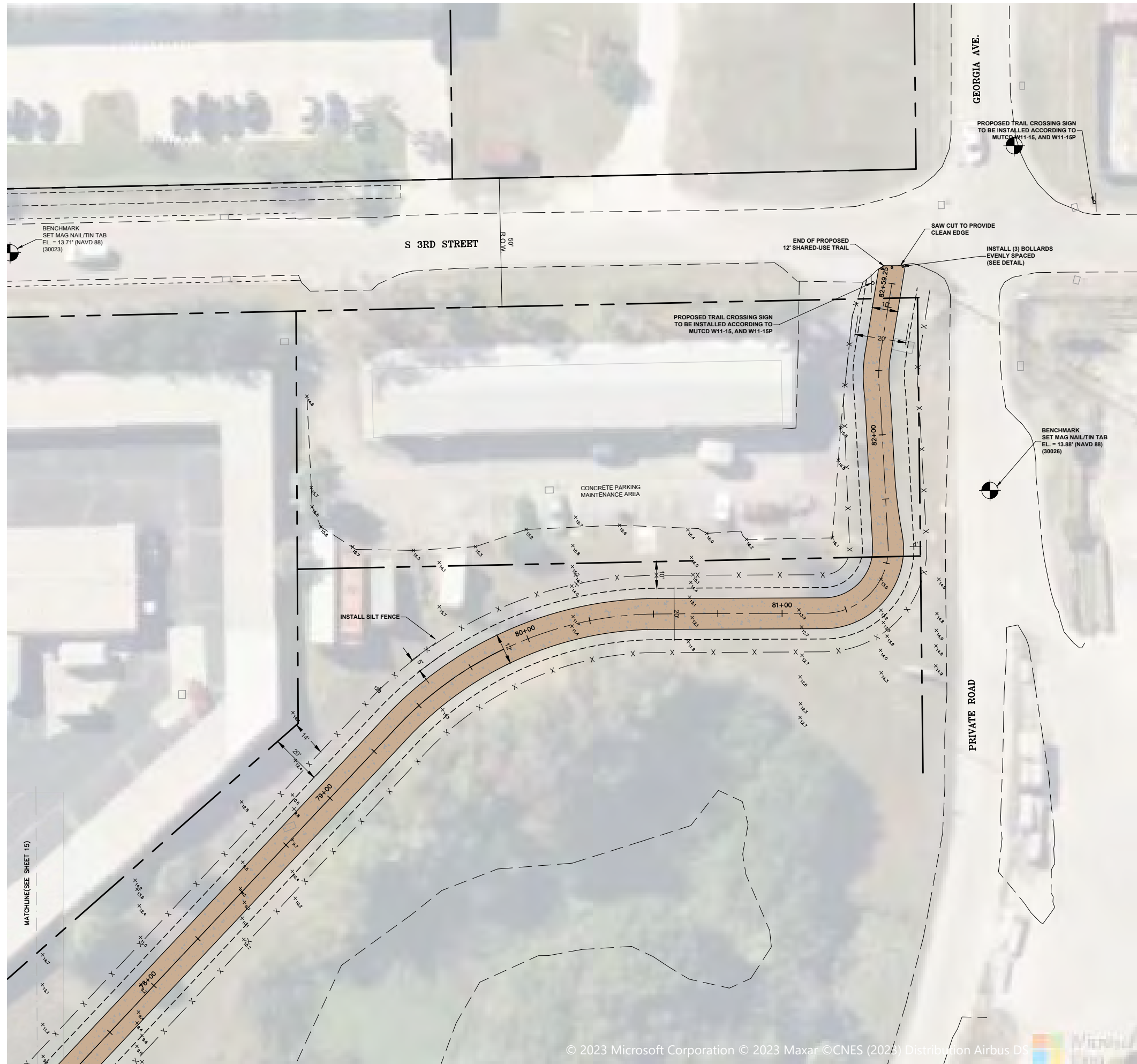
| No. | DATE | BY | REVISIONS |
|-----|---------|----|-----------------|
| 1 | 3/27/24 | SG | TRAIL RELOCATED |



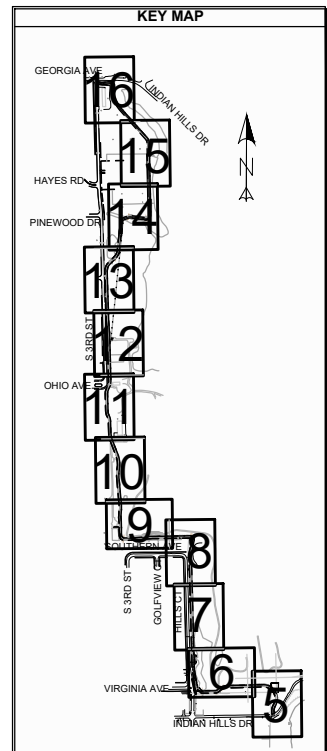
CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 20' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
15 OF 17



0 20
 (IN FEET)
 1 inch = 20 ft.



**HIGHWAYMAN TRAIL - MULTI-USE PATH
 PAVING GRADING AND DRAINAGE PLAN**

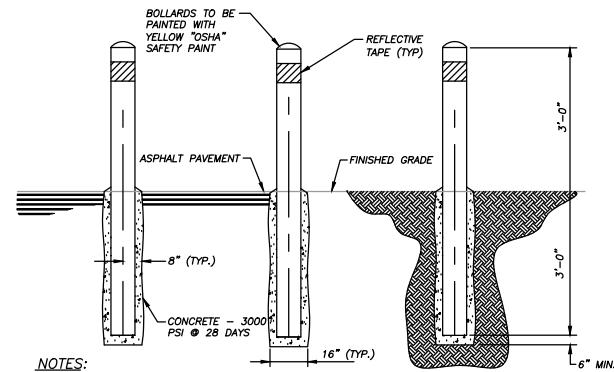
| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |



CITY OF FORT PIERCE
 DEPARTMENT OF ENGINEERING
 100 NORTH U.S. 1 P.O. BOX 1480
 FORT PIERCE, FLORIDA, 34954

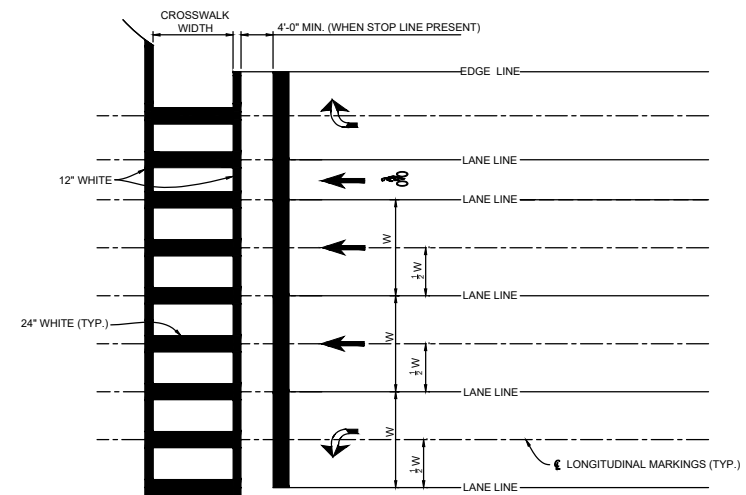
| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | 1" = 20' |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

SHEET No.
16 OF 17

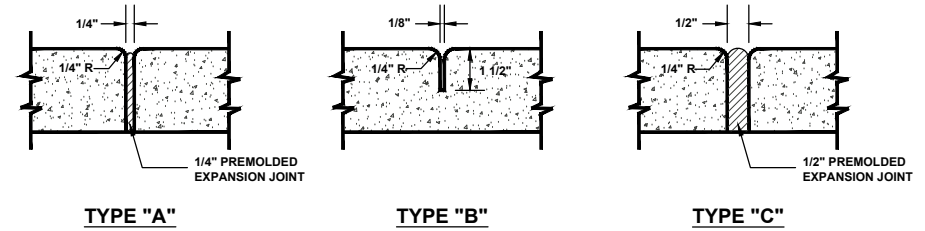


- NOTES:**
- 1) BOLLARDS TO BE 6" SCHEDULE 40 STEEL PIPE, 6'-0" LONG AND FILLED WITH CONCRETE.
 - 2) BOLLARDS ON SIDE NOT ACCESSIBLE TO VEHICLES MAY BE OMITTED BY THE APPROVING AGENCY.
 - 3) PLACE 6" WIDE YELLOW CLASS 4 REFLECTIVE TAPE 4" DOWN FROM TOP FOR FULL DIAMETER ON ALL BOLLARDS.
 - 4) CONTRACTOR TO ASSURE THAT BOLLARDS ARE PLACED TO ALLOW FULL ACCESS TO THE PROTECTED FACILITY.

BOLLARD DETAIL

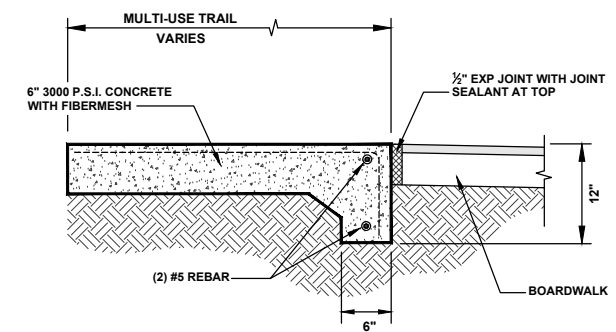


- NOTES:**
1. FOR CROSSWALK WIDTH, EXCEED WIDTH OF THE ADJACENT SIDEWALK, BUT DO NOT MAKE WIDTH LESS THAN 6' FOR INTERSECTION CROSSWALK AND 10' FOR MIDBLOCK CROSSWALKS. MEASURE WIDTH FROM THE INSIDE OF THE TRANSVERSE CROSSWALK MARKINGS.
 2. WHEN THE SPECIAL EMPHASIS CROSSWALK IS NOT PERPENDICULAR TO THE LANE LINES, MAKE THE LONGITUDINAL MARKINGS PARALLEL TO THE LANE LINES.
 3. REFER TO INDEX 522-002 WHEN CURB RAMPS ARE PRESENT.



MULTI-USE TRAIL CONSTRUCTION JOINTS

- "A" AT P.C. & P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.
- "B" 5' CENTER TO CENTER ON NEW SIDEWALKS AND 10' CENTER TO CENTER ON NEW CURB AND GUTTER.
- "C" WHERE NEW SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAY AND SIMILAR STRUCTURES.



THICKENED EDGE DETAIL

| No. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

| | |
|--------------|----------------|
| DATE: | MARCH 27, 2024 |
| SURVEY BY: | EDC |
| DESIGNED BY: | EDC |
| SCALE: | N.T.S. |
| DRAWN BY: | EDC |
| APPROVED BY: | J. ANDREWS |

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT B

SCHEDULE OF FINANCIAL ASSISTANCE

A. Fund Type and Fiscal Year:

| Financial Management Number | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount |
|-----------------------------------|------------------|----------------|-------------------|-------------|------------------|---|----------------|
| 440034-2-54-01 | Non-federal TLWR | 088717 | 24/25 | 751000 | 55.038 | Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund | \$862,000.00 |
| | | | | | | | |
| | | | | | | | |
| Total Financial Assistance | | | | | | | \$862,000.00 |

B. Estimate of Project Costs by Grant Phase:

| Phases* | State | Local | Federal | Totals | State % | Local % | Federal % |
|-----------------------------------|---------------------|-------|---------|---------------------|---------|---------|-----------|
| Land Acquisition | \$ | \$ | \$ | \$ | | | |
| Planning | \$ | \$ | \$ | \$ | | | |
| Environmental/Design/Construction | \$862,000.00 | \$ | \$ | \$862,000.00 | 100% | | |
| Totals | \$ | \$ | \$ | \$ | | | |

*Shifting items between these grant phases requires execution of an Amendment to the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Modeline Acrcus

Department Grant Manager Name

Signature

Date

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID# _____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT D

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

CSFA Number: 55.038

***Award Amount:** \$862,000.00

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT G

MAINTENANCE MEMORANDUM OF AGREEMENT

Maintenance MOA Language for Off-system Multi-Use Trail Project

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. # **440034-2-54-01**, for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.
2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor from Indian Hills Drive (27.424572, -80.320555) to Georgia Avenue/S 3rd Street (27.439554, -80.324922). The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by Recipient. The Recipient approves and delegates to Name, Title, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.
4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.
6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.
8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement; or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within 45 days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.
9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT H

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

RESOLUTION NO. 25-R__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE CONSTRUCTION OF THE SHARED USE PATH ALONG THE SUN TRAIL NETWORK FROM **INDIAN HILLS DRIVE TO GEORGIA AVENUE** PER THE HISTORIC HIGHWAYMAN TRAIL GAP FINAL FEASIBILITY STUDY/DESIGN AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Agreement is in the interest of both the City of Fort Pierce and the Florida Department of Transportation enabling the Department's participation in the construction of the recommended shared use path along the SUN Trail network;

WHEREAS, the Florida Department of Transportation will provide funding for the construction, determining it would be more practical, expeditious, and economical for the City of Fort Pierce to perform the project.

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

1. That the City of Fort Pierce will enter into a Florida Shared-Use Nonmotorized Trail Network Agreement with the Florida Department of Transportation for the mutual benefits to be derived from joint participation on the project
2. That a copy of said Agreement shall be attached to this Resolution.
3. This Resolution shall become effective immediately upon adoption.
4. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ___ day of _____, 2025.

LINDA HUDSON, MAYOR

Attest:

LINDA COX, CITY CLERK

(CITY SEAL)

Approved as to Form and Correctness:

SARA HEDGES, CITY ATTORNEY

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

| | | | |
|--|----------------------------------|---|--|
| Financial Project No: <u>440034-2-54-01</u> | Contract No. <u>G2H29</u> | Vendor No.: <u>VF596000322013</u> | CSFA No. and Title: <u>55.038</u> Florida Shared-Use Nonmotorized (SUN) Trail Network Program |
|--|----------------------------------|---|--|

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this 12 day of May 2023, by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, 100 North U.S. 1, Fort Pierce, FL 34950, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department's participation in the SUN Trail network from Indian Hills Drive to Georgia Avenue shared use path project, as further described in **Exhibit "A", Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. 23-827 adopted on Mar 20, 2023, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 1, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the _____ day of

[Type here]

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

 N/A , 20 or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
5. **Project Cost:**
 - a. The estimated total cost of the Project is \$1,200,000. This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,200,000 and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.
6. **Compensation and Payment:**
 - a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in **Exhibit "A"**, and as set forth in the Method of Compensation in **Exhibit "B"**.

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440034-2-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- h. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by November 1, 2023, the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$1,200,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.
- g. If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with Exhibit "F", **Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds,

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, N/A, at () - or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.
- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as Exhibit "E". The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as Exhibit "G". The terms of the MMOA, Exhibit "G", shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

___ WIBET HAY, OFFICE OF MODAL DEVELOPMENT _____
 ___ 3400 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309 _____
 PHONE: ___ 954-777-4573 _____
 FAX: ___ 954-677-7892 _____
 EMAIL: ___ WIBET.HAY@DOT.STATE.FL.US _____

RECIPIENT:

___ JACK ANDREWS, PE, CITY ENGINEER _____
 ___ CITY OF FORT PIERCE _____
 ___ 100 NORTH U.S. 1 _____
 ___ FORT PIERCE, FL 34950 _____
 PHONE: ___ 772-467-3773 _____
 FAX: ___ 772-460-6847 _____
 EMAIL: ___ JANDREWS@CITY-FTPIERCE.COM _____

- b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability Insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- j. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- l. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

- a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.
- b. A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.
- c. **Exhibit List**
 - Exhibit A: Scope of Services
 - Exhibit B: Method of Compensation
 - Exhibit C: Engineer's Certification of Compliance
 - Exhibit D: State Financial Assistance (Florida Single Audi Act)
 - Exhibit E: Recipient Resolution
 - *Exhibit F: Terms and Conditions of Construction
 - Exhibit G: Maintenance Memorandum of Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT: CITY OF FORT PIERCE

By: Linda Hudson
Name: Linda Hudson
Title: Mayor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: John Olson PE
Name: Stephen E. Brann P.E.
Title: Director of Transportation Development

Legal Review: Francine Steelman
DocuSigned by:
43DE6BB3D3BF464

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT A SCOPE OF SERVICES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and the City of Fort Pierce.

Project Description: Construct the recommended alternative shared use path along the SUN Trail network from Indian Hills Drive to Georgia Avenue per the Historic Highwayman Trail Gap in the city of Fort Pierce.

The following special requirements and conditions shall apply:

- Monthly or quarterly progress reports
- FDOT Design Manual, Chapter 224 Shared Use Paths
- Florida Statute Section 339.81
- Allocation of TLWR funds will not include the development of amenities associated with trail projects, including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and Water fountains, splash zones, water features, spigots, showers, or irrigation equipment.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT B

Method of Compensation

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources: | | | | | | |
|--|----------------|-------------------|-------------|---|--------------------|------------------------------|
| State Program Number | Funding Source | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| 440034-2-54-01 | STTF | 22/23 | 55.038 | Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund | \$1,200,000 | 5 |
| | | | | | | |
| Total Award | | | | | \$1,200,000 | |

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [<https://apps.fdfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID# _____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

CSFA Number: 55.038

***Award Amount:** \$1,200,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. 23-R27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE CONSTRUCTION OF THE SHARED USE PATH ALONG THE **SUN TRAIL NETWORK FROM INDIAN HILLS DRIVE TO GEORGIA AVENUE** PER THE HISTORIC HIGHWAYMAN TRAIL GAP FINAL FEASIBILITY STUDY/DESIGN AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Agreement is in the interest of both the City of Fort Pierce and the Florida Department of Transportation enabling the Department's participation in the construction of the recommended shared use path along the SUN Trail network;

WHEREAS, the Florida Department of Transportation will provide funding for the construction, determining it would be more practical, expeditious, and economical for the City of Fort Pierce to perform the project.

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

1. That the City of Fort Pierce will enter into a Florida Shared-Use Nonmotorized Trail Network Agreement with the Florida Department of Transportation for the mutual benefits to be derived from joint participation on the project
2. That a copy of said Agreement shall be attached to this Resolution.
3. This Resolution shall become effective immediately upon adoption.
4. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 20th day of March, 2023.


LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:


TANYA M. EARLEY
CITY ATTORNEY



TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SUN TRAIL AGREEMENT - HIGHWAYMAN TRAIL GAP FDOT 440034-2

CAO RLS FILE: RLS 25-128

DATE: MAY 19, 2025

I have reviewed the above Request for Legal Services (RLS) related to an Agreement with the Florida Department of Transportation for a Shared-Use Nonmotorized Trail Network Program Grant. Provided for my review were an Agreement and an authorizing Resolution. The Agreement does not contain signature blocks for the City Clerk or the City Attorney. Please add those. Additionally, there are blanks in the Agreement and the Exhibits, specifically Exhibit G, that must be filled in.

With the signature blocks added and the blanks in the Agreement and Exhibits filled in, the Agreement and Exhibits are approved as to form and correctness. The authorizing Resolution is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

City Commission Day Meeting

10. B.

Meeting Date: 06/09/2025

Re: SUN Trail Agreement - Historic Downtown Retrofit FDOT 440033-3

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Resolution 25-R46 approving SUN Trail Agreement - Historic Downtown Retrofit FDOT 440033-3 to be executed by the City for the design of the SUN Trail from Georgia Avenue to A1A/N Causeway Drive.

SUMMARY:

On June 25, 2019 the City executed contract number G1998 with FDOT to provide for FDOT participation in the design of the SUN Trail Network from Georgia Avenue to A1A/N Causeway Drive shared use path project. Resolution No. 19-R24 dated June 17, 2019 was also provided as a requirement of the Agreement. The project had been put on hold to determine the alignment of the trail that would best serve the City, adjacent property owners, and shared use path user. This Agreement expired on March 1, 2024.

FDOT provided the new Agreement to be executed by the City to provide \$250,000 toward design of this SUN Trail segment. This Agreement will have an expiration date of June 1, 2027.

RECOMMENDATION:

Staff recommends approval of this Agreement and Resolution.

ALTERNATIVES:

Do not approve the Agreement and Resolution and cancel the project.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

City Engineer
City Attorney
FDOT

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2023-2026
Account: 0016000-563200
Amount: \$250,000

FISCAL IMPACT:

The State Grant funds are reimbursable from FDOT per the Agreement

Attachments

FDOT Agreement
Resolution

Form Review

Inbox

Finance Department
City Manager
Form Started By: Selena Griffett
Final Approval Date: 06/03/2025

Reviewed By

Johnna Morris
Richard Chess

Date

06/03/2025 09:40 AM
06/03/2025 02:47 PM
Started On: 05/28/2025 10:22 AM

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
 AGREEMENT**

| | | | |
|---|---------------------------|---|--|
| Financial Project No: <u>440033-3-34-01</u> | Contract No. _____ | Vendor No.: <u>VF596000322013</u> | CSFA No. and Title: <u>55.038</u> Florida Shared-Use Nonmotorized (SUN) Trail Network Program |
|---|---------------------------|---|--|

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT (“Agreement”) is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, (“Department”), and City of Fort Pierce, (“Recipient”). The Department and the Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties”.

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department’s work program for the purpose of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department’s participation in the Historic Downtown Fort Pierce Retrofit Trail Segment of the SUN Trail network from Georgia Avenue to A1A/N. Causeway Drive shared use path project, as further described in **Exhibit “A”, Project Description and Responsibilities** (“Project”), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit “E”, Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
- 2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the _____ day of

[Type here]

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

_____NA_____, 20____ or within _____ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. Amendments, Extensions and Assignment: This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. Project Cost:

a. The estimated total cost of the Project is \$250,000.00. This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.

b. The Department agrees to participate in the Project cost up to the maximum amount of \$250,000.00 and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440033-3-34-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit H- Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by November 1, 2025, the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

- g. If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, _____ N/A _____, at (____) ____-____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
- g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: The following provisions are incorporated into this Agreement:

- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “D”** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

The remainder of this page intentionally left blank.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

**MODELINE ACREUS, OFFICE OF MODAL DEVELOPMENT
3400 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309
PHONE: 954-777-43-47
FAX: 954-777-4095
EMAIL: MODELINE.ACREUS@DOT.STATE.FL.US**

RECIPIENT:

**SELENA GRIFFETT, PE, CITY ENGINEER
CITY OF FORT PIERCE
100 NORTH U.S. 1
FORT PIERCE, FL 34950
PHONE: 772-467-3780
FAX: 772-460-6847
EMAIL: SGRIFETT@CITYOFFORTPIERCE.COM**

- b.** All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Recipient’s contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

- b. The Recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- j. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes. The Recipient shall:
 - i. Keep and maintain public records required by the Department to perform the service.
 - ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
 - v. Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
 - vi. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Charles Wilson, Office of the General Counsel at 954-777-4512 or Charles.Wilson@dot.state.fl.us.
- k. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- l. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

- a. Exhibits A, B, C, D, E, G and H are attached to and incorporated into this Agreement.
- b. A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance Schedule
Exhibit C: Engineer's Certification of Compliance
Exhibit D: Audit Requirements for Awards of State Financial Assistance
Exhibit E: Recipient Resolution
Exhibit H: Contract Payment Requirements

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: John P. Krane, P.E.
Title: Director of Transportation Development

City Clerk or City Attorney
Name
Title

Title:
Legal Review: Francine Steelman

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT A PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Program Agreement between the State of Florida, Department of Transportation and the City of Fort Pierce.

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design of the recommended alternative shared use path along the SUN Trail network from Georgia Avenue to A1A/N. Causeway Drive per the Historic Downtown Fort Pierce Retrofit Final Feasibility Study.

B. Project Location (limits, city, county): Georgia Avenue to A1A/N. Causeway Drive, Fort Pierce, Port St. Lucie
 Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The Downtown Fort Pierce Retrofit project involves the design plans of an 8-14-foot-wide multi-use paved trail through the Historic Downtown Fort Pierce at the following location shown in the attached map. Approx. Total 5030ft/0.95 miles.

- Segment 1: starts on 3rd St from Georgia Ave to Citrus Avenue (Approx. 1950 ft)
- Segment 2: starts at the intersection of AE Backus Ave and North 2nd St, to connect the existing Riverwalk path within Veterans Memorial Park, and continues under the Seaway Dr bridge and then west back towards Indian River Drive, and then North towards Ave H. (Approx. 4065 ft) – Riverwalk Alternative
- Segment 3: Is along Ave H/Fisherman's Wharf from Indian River Drive to Old Dixie Hwy. (approx. 475 ft)

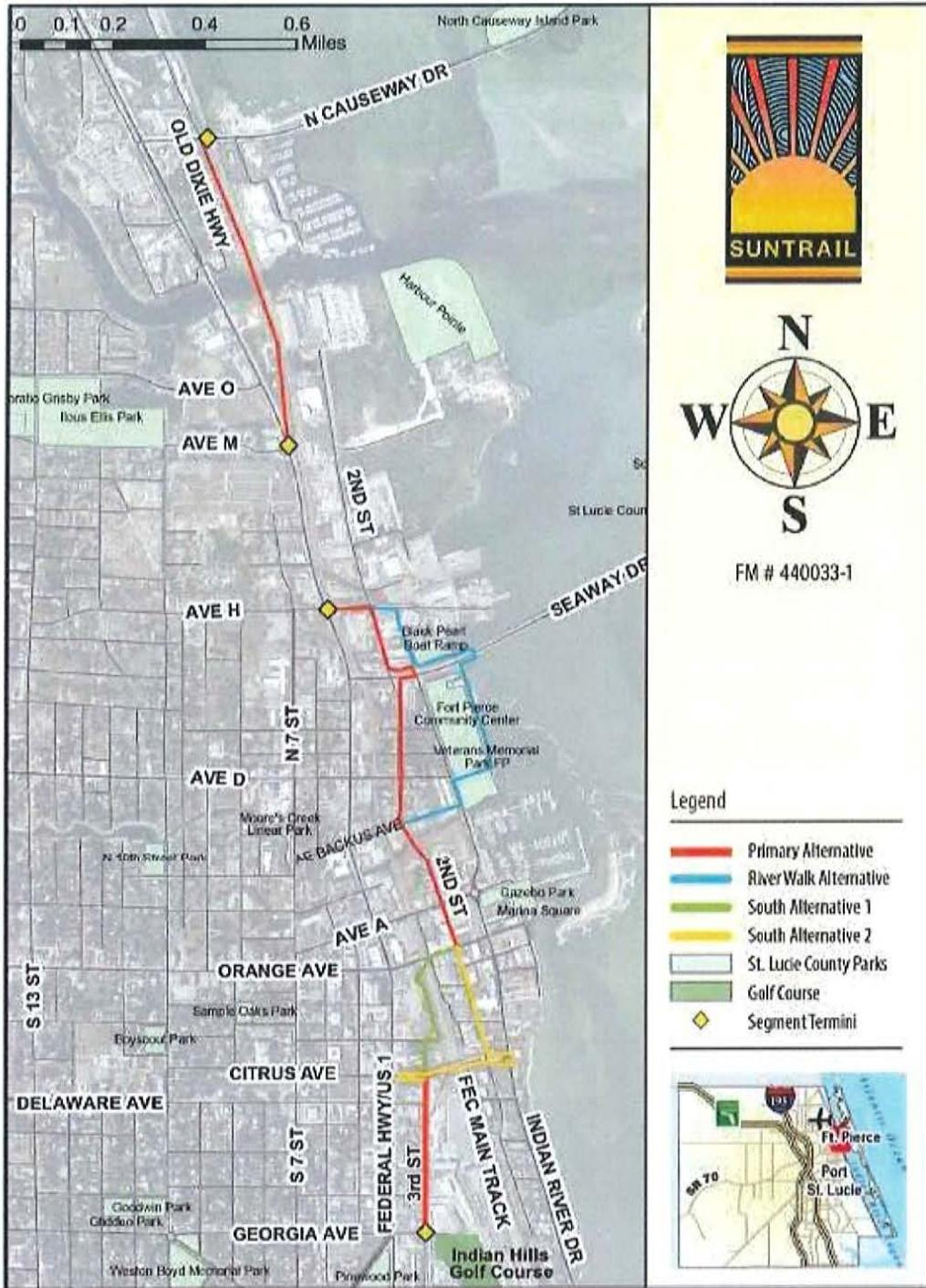
D. Deliverable(s): _____

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency. The following special requirements and conditions shall apply:

- Submittal of Design Plans at 30%, 60%, and Final for the Department approval.
- Monthly or quarterly progress reports
- FDOT Design Manual, Chapter 224 Shared Use Paths
- Florida Statute Section 339.81

E. Unallowable Costs (including but not limited to): Allocation of TLWR funds will not include the development of amenities associated with trail projects, including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and Water fountains, splash zones, water features, spigots, showers, or irrigation equipment.

Figure 1: Project Location Map



FM # 440033-1

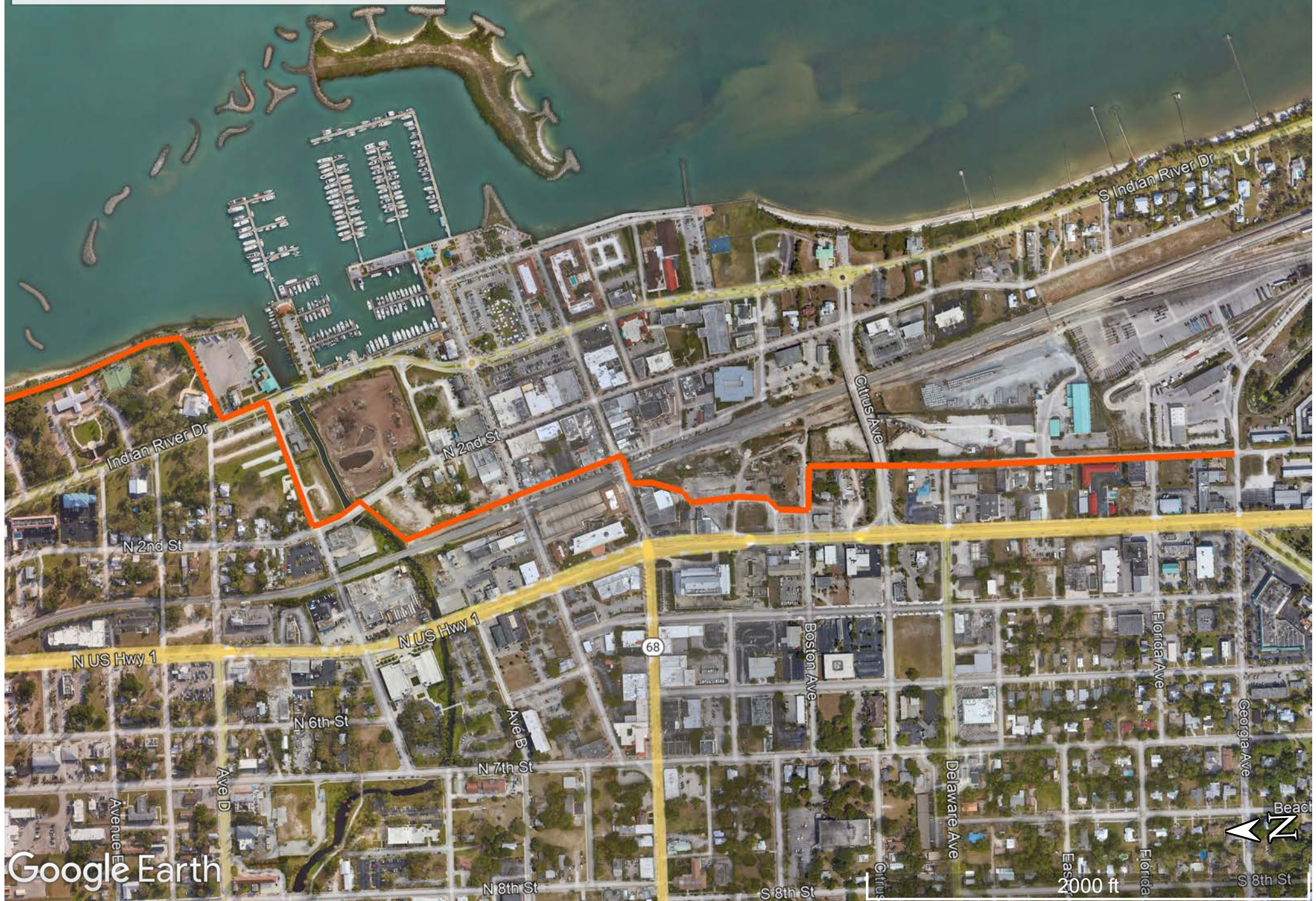
Legend

- Primary Alternative
- River Walk Alternative
- South Alternative 1
- South Alternative 2
- St. Lucie County Parks
- Golf Course
- ◆ Segment Termini



Historic Downtown Retrofit

SUN Trail



FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT B

SCHEDULE OF FINANCIAL ASSISTANCE

A. Fund Type and Fiscal Year:

| Financial Management Number | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount |
|-----------------------------------|------------------|----------------|-------------------|-------------|------------------|---|----------------|
| 440033-3-34-01 | Non-federal GRTR | 088777 | 24/25 | 751000 | 55.038 | Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund | \$250,000.00 |
| | | | | | | | |
| | | | | | | | |
| Total Financial Assistance | | | | | | | \$250,000.00 |

B. Estimate of Project Costs by Grant Phase:

| Phases* | State | Local | Federal | Totals | State % | Local % | Federal % |
|-----------------------------------|---------------------|-------|---------|---------------------|---------|---------|-----------|
| Land Acquisition | \$ | \$ | \$ | \$ | | | |
| Planning | \$ | \$ | \$ | \$ | | | |
| Environmental/Design/Construction | \$250,000.00 | \$ | \$ | \$250,000.00 | 100% | | |
| Totals | \$ | \$ | \$ | \$ | | | |

*Shifting items between these grant phases requires execution of an Amendment to the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Modeline Acreus

Department Grant Manager Name

Signature

Date

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID# _____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "final design" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT D

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

CSFA Number: 55.038

***Award Amount:** \$250,000.00

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT H

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

RESOLUTION NO. 25-R__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE DESIGN OF THE RECOMMENDED ALTERNATIVE SHARED USE PATH ALONG THE SUN TRAIL NETWORK FROM **GEORGIA AVENUE TO A1A/N. CAUSEWAY DRIVE** PER THE HISTORIC DOWNTOWN FORT PIERCE RETROFIT FINAL FEASIBILITY STUDY AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Agreement is in the interest of both the City of Fort Pierce and the Florida Department of Transportation enabling the Department's participation in the design of the recommended alternative shared use path along the SUN Trail network;

WHEREAS, the Florida Department of Transportation will provide funding for the design, determining it would be more practical, expeditious, and economical for the City of Fort Pierce to perform the project.

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

1. That the City of Fort Pierce will enter into a Florida Shared-Use Nonmotorized Trail Network Agreement with the Florida Department of Transportation for the mutual benefits to be derived from joint participation on the project
2. That a copy of said Agreement shall be attached to this Resolution.
3. This Resolution shall become effective immediately upon adoption.
4. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ___ day of _____, 2025.

LINDA HUDSON, MAYOR

Attest:

LINDA COX, CITY CLERK

(CITY SEAL)

Approved as to Form and Correctness:

SARA HEDGES, CITY ATTORNEY



TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SUN TRAIL AGREEMENT - HISTORIC DOWNTOWN TRAIL FDOT 440033-3

CAO RLS FILE: RLS 25-127

DATE: MAY 14, 2025

I have reviewed the above Request for Legal Services (RLS) related to an Agreement with the Florida Department of Transportation for a Shared-Use Nonmotorized Trail Network Program Grant. Provided for my review were an Agreement and an authorizing Resolution. The Agreement does not contain signature blocks for the City Clerk or the City Attorney. Please add those. Additionally, the Agreement references a Maintenance Memorandum of Agreement that must be executed and attached as Exhibit G. Exhibit G was not provided for review. With the signature blocks added, the Agreement and Exhibits, except Exhibit G are approved as to form and correctness. The authorizing Resolution is approved as to form and correctness.

Please provide Exhibit G for review and approval as to form and correctness in a new RLS.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

SH