

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

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

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

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

- A. Approval of the minutes from the September 9, 2025 Day Meeting.

5. **Proclamations**

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

7. **COMMENTS FROM THE PUBLIC**

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

8. **Miscellaneous Reports and Presentations**

- A. St. Lucie County School District Update - Building on Excellence: A Year in Review & What's Ahead - Dr. Jon Prince, Superintendent

9. **Consent Agenda**

- A. Approval of expenditure for Requisition 2026/26000359 in the amount of \$60,000.00 payable to the St. Lucie County Supervisor of Election for the costs associated with the Special Election.

- B. Approval of expenditure to increase Purchase Order No. 250837 with De La Hoz Builders, Inc. to provide rehabilitation services for B. Eutize 317 North 26th Street, from \$46,898.00 to \$58,168.00; total change order amount of \$11,270.00 for painting and new gutters.
- C. PULLED AT THE REQUEST OF STAFF - Approval to contract with Fort Pierce Urgent Care in an amount not to exceed \$175,000, to provide walk-in medical services for employees covered under the City's health insurance plan for a period of one (1) year.

10. **City Commission - Resolutions**

- A. Resolution 25-R65 - Amending the Rules of Procedure for Condemnation and Demolition of Structures.
- B. Resolution 25-R71 Appointing Chase Whitaker to the City of Fort Pierce Parking Committee as Commissioner Broderick's appointee.

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

- A. Treasure Coast Regional Planning Council (TCRPC) presentation of findings, recommendations, and public input from the Comprehensive Plan Evaluation & Appraisal Review (EAR) public outreach to date to the City Commission to generate further discussion and recommendations; this presentation is informational only.
- B. Succession Planning Presentation
- C. Six-month evaluation of Richard Chess, City Manager

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 9:00 AM

4. A.

Meeting Date: 10/13/2025

Re:

SUBJECT:

Approval of the minutes from the September 9, 2025 Day Meeting.

Attachments

Minutes

Form Review

Form Started By: Linda Cox
Final Approval Date: 10/07/2025

Started On: 10/07/2025 06:15 PM

MINUTES OF A REGULAR 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 9:00 A.M. ON MONDAY, SEPTEMBER 8TH 2025.

1. **Call to Order**

Mayor Pro Tem Curtis Johnson called the September 8th 2025, Conference Agenda Meeting to order at 9:00 A.M.

2. **Pledge of Allegiance**

3. **Roll Call**

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Mayor Pro Tem Curtis Johnson, Jr.

Absent: Mayor Linda Hudson

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to excuse Chairperson Linda Hudson's absence.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Pro Tem Curtis Johnson, Jr.

Passed

4. **Approval of Minutes**

A. Approval of the minutes of the August 11, 2025 Day Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the minutes for the August 11, 2025 Day Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Pro Tem Curtis Johnson, Jr.

Passed

5. **Proclamations**

A. Hunger Action Month Proclamation, Treasure Coast Food Bank

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the agenda as presented.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Pro Tem Curtis Johnson, Jr.

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. 2025 Strategic Plan Update

City Manager Richard Chess presented the 2025 Strategic Plan update. Commissioner Broderick asked about the Little Jim RPF. It is under review by the evaluation committee and will be brought to the Commission for approval in October. Commissioner Johnson asked to invite the St. Luce Homeless Task Force to a day meeting. Commissioner Gaines mentioned he can ask them at their next meeting as he is a part of that board. They asked Chief Officer for FPUA, Daniel Retherford, to give them an update on the wastewater treatment plant. Mr. Rutherford stated they are on schedule and there will be a ribbon cutting event scheduled for the end of the year. Commissioner Broderick thanked Congressman Brian Mast for obtaining a 1-million-dollar grant for our wastewater plant. They asked about the availability of the swimming pool on 13th Street. Deputy City Manager Devoshay Johnson let them know maintenance from the County is holding the City from moving forward with the grant. They would like to discuss with the County the possibility of taking over this pool. Mr. Chess and the Commissioners thanked the department heads and staff for their involvement in completing these tasks in a timely manner.

B. Keep Fort Pierce Beautiful Anti-Littering Campaign Update

Special Projects Coordinator Marsha Commond presented the Keep Fort Pierce Beautiful Anti-Littering Campaign update. The Commission mentioned working with the Youth Council to see if they would be interested in putting up the door hangers for Community Service hours. They also said this program should start with city staff. If anyone sees litter while they're out, they should pick it up.

9. Consent Agenda

A. Approval to execute the Indian River Drive Corridor Improvements construction contract, Bid No. 2025-019 with Ferreira Construction Company, Inc. in an amount not to exceed \$10,254,124.04, as awarded by the City Commission on July 21, 2025.

Pulled by Commissioner Broderick. He wanted to let the public to know the funds are coming from the FPRA and Grants Divisions and not the operating budget. The Commissioners would like signs to go up as soon as possible to inform the community of the road work and closures.

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

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Pro Tem Curtis Johnson, Jr.

Passed

10. **City Commission - Resolutions**

- A. Resolution 25-R51 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

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

RESOLUTION 25-R51.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA. A FLORIDA MUNICIPAL CORPORATION, ASSUMING AN AMENDMENT TO THE ASSIGNED AND ASSUMED DEVELOPMENT AGREEMENT FOR THE VILLAS PLAT PROPERTY OF KING'S LANDING AND RELEASE OF THE CITY'S REVERTER ON THE SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Sara Hedges presented the resolution and one of the attorneys for the development of Kings Landing, Bob Raynes, was available to answer any questions. Commissioner Broderick would like the public to know the developers for Kings Landing came to the City to ask them to remove the reverter clause.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to continue this item to the September 15th meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Pro Tem Curtis Johnson, Jr.

Passed

- B. Resolution 25-R67 REVISED Renewing the Clean & Safe Community Initiative by amending the sunset date.

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

RESOLUTION NO 25-R67

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; RESTABLISHING THE CLEAN AND SAFE COMMUNITY INITIATIVE; ESTABLISHING THE CONDITIONS AND PROGRAMS TO BE ADDRESSED UTILIZING THE CLEAN AND SAFE COMMUNITY INITIATIVE FUND; ESTABLISHING AN EXPIRATION DATE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Response Director, Peggy Arraiz, presented the Resolution for the Clean & Safe Community Initiative. The Commission requested Ms. Arraiz to provide them with financial information to be presented at a future meeting to determine if an increase may be needed.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution 25-R67.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Pro Tem Curtis Johnson, Jr.

Passed

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

- A. Discussion of proposed purchasing code amendment

Mr. Chess presented the proposed purchasing code amendment. The Commissioners questioned the need for the authorized officer to sign the protest and not legal counsel. They stated the attorney should be able to sign on behalf of their client. The different departments involved with creating this amendment will take the feedback and bring the final code amendment to the Commission.

B. Discussion of proposed 2026 City of Fort Pierce legislative priorities.

Mr. Chess discussed the 2026 City of Fort Pierce legislative priorities. A few of the big items coming up are Property Tax Reform, Sales Tax Reform, CRA Elimination, and the Arts and Culture budget. Commissioner Johnson asked Mr. Chess to discuss with department heads if there is anything they would like the Commissioners to bring to the Florida League of Cities.

12. City Commission Boards and Committees Updates

Commissioner Broderick did not have any updates.
Commissioner Gaines mentioned the Treasure Coast League of Local Government discussed the Property Tax Reform being discussed this upcoming legislative session.
Mayor Pro Tem Johnson mentioned the Fire Board held their budget meeting, and they discussed the millage rate.

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 Pro Tem Curtis Johnson adjourned the meeting at 11:40 AM

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Day Meeting 9:00 AM

8. A.

Meeting Date: 10/13/2025

Re:

SUBJECT:

St. Lucie County School District Update - Building on Excellence: A Year in Review & What's Ahead -
Dr. Jon Prince, Superintendent

Attachments

Presentation

Form Review

Form Started By: Linda Cox
Final Approval Date: 08/12/2025

Started On: 08/12/2025 04:59 PM

St. Lucie
PUBLIC SCHOOLS



AN "A" RATED
DESTINATION DISTRICT

City of
Ft. Pierce

October 13, 2025



St. Lucie

PUBLIC SCHOOLS

***AN "A" RATED
DESTINATION DISTRICT***





Board Member
Debbie Hawley



Board Member
Terissa Aronson



Board Chair
Dr. Donna Mills



Board Member
Jennifer Richardson



Board Vice Chair
Troy Ingersoll

School Board
St. Lucie Public Schools



ST. LUCIE PUBLIC SCHOOLS
A
RATED
DISTRICT



St. Lucie
PUBLIC SCHOOLS

AN "A" RATED
DESTINATION DISTRICT





TREASURE HUNTER'S PLEDGE

As an adult and a Treasure Hunter
I am committed to search for all the talents, skills,
and intelligence that exist in all children and youth.
I believe all children are capable of success,

NO EXCEPTIONS!



SLPS PLEDGE

I believe all children are
capable of success.

NO EXCEPTIONS!



1st Year Teacher's Intentionality of Care



Emily DeSouza
Teacher



EMILY DE SOUZA
TEACHER - MANATEE K8

68% Passed

St. Lucie

PUBLIC SCHOOLS



GOALS

2024-2025

Approved by the School Board October 2024.

GOAL 1

Voter Approval for Renewal of ½ Penny Surtax

GOAL 2

Continue Improvement in Reading and Math Across All Grade Levels

GOAL 3

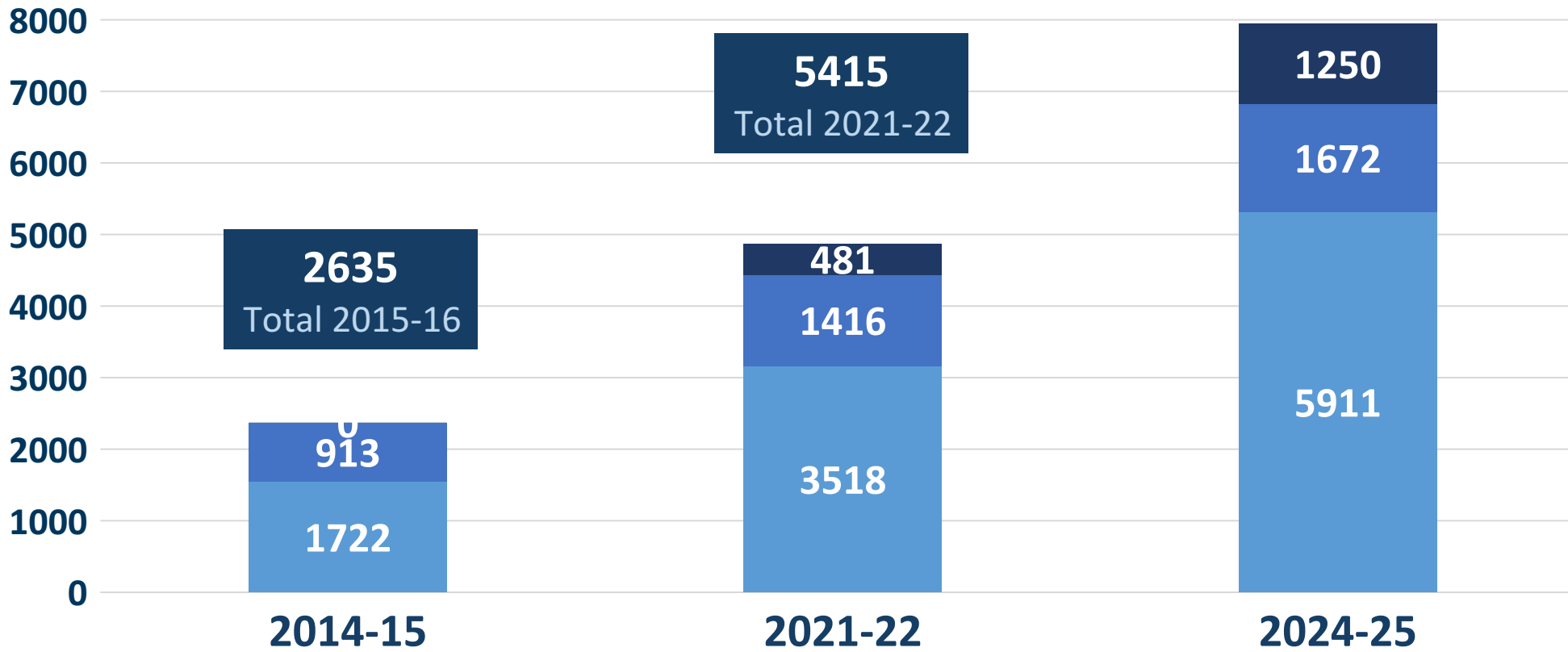
Increase Acceleration Opportunities for All Students

GOAL 4

Board Approval and Implementation of Phase I of Boundary Initiative with the Opening of Legacy High in August 2025

Acceleration Course Enrollment by Grade Group

Compared to Total Enrollment Increases



+22%
Enrollment

+235%
Acceleration

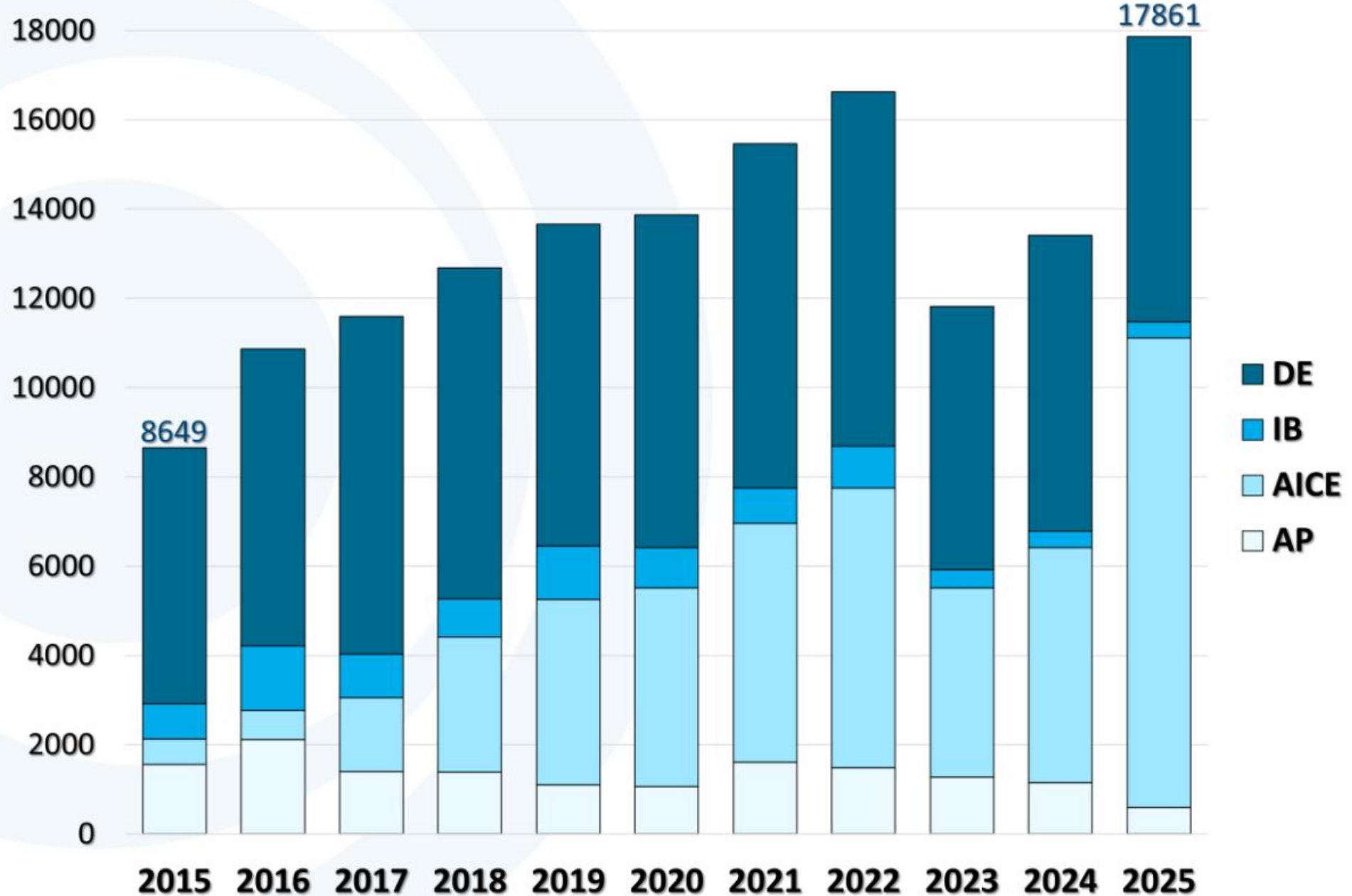
10-Year
Trend

■ AICE/AP/IB ■ MS Alg/Geo ■ Elem AMP



Increase in College Course Enrollment

We've doubled non-CTE high school acceleration enrollment from 2015 to 2025.



St. Lucie
PUBLIC SCHOOLS

AN "A" RATED
DESTINATION DISTRICT



SLPS vs. FL SCORECARD

Focus on the Core

St. Lucie
PUBLIC SCHOOLS



AN "A" RATED
DESTINATION DISTRICT

Let's Start with
READING



Bailey

2nd Grade Student

READING

BAILEY
2ND GRADE



book!



818

LEXILE 400
and BELOW



Reading Proficiency Scorecard Comparison 2024 to 2025 Growth SLPS & Florida

Reading	SLPS	Florida
3	+4	+2
4	+7	+3
5	-2	+1
6	+11	+6
7	+11	+7
8	+5	+4
9	+3	+2
10	+4	+4

+43

+29

SLPS Had Success in Every Assessed Content Area



Lyla

4th Grade Student

MATH



LYLA
4TH GRADE



Math Proficiency Scorecard Comparison 2024 to 2025 Growth SLPS & Florida

Math	SLPS	Florida
3	+2	+3
4	+5	+4
5	-2	+1
6	+11	+4
7	+8	+3
8	+10	+2
Algebra	+5	-1
Geometry	+7	+1

+46 **+17**

SLPS Had Success in Every Assessed Content Area



Scorecard Comparison 2024 to 2025 Growth

SLPS & Florida

Science	SLPS	Florida
5	-1	+2
8	+5	+4
Biology	+7	+4

+11

+10

Social Studies	SLPS	Florida
Civics	+8	+4
US History	+4	+3

+12

+7

Science and Social
Studies Proficiency
Score Card Comparison
SLPS & Florida

SLPS Spring Scorecard

SLPS vs Florida

Assessment

Scorecard

Proficiency

Outcomes

2024 vs 2025

SLPS	3	4	5	6	7	8	9	10	11
ELA	+4	+7	-2	+11	+11	+5	+3	+4	
Math	+2	+5	-2	+11	+8	+10	+5	+7	
Science			-1			+5		+7	
Social Studies					+8				+4

+120

Florida	3	4	5	6	7	8	9	10	11
ELA	+2	+3	+1	+6	+7	+4	+2	+4	
Math	+3	+4	+1	+4	+3	+2	-1	+1	
Science			+2			+4		+4	
Social Studies					+4				+3

+76

St. Lucie

PUBLIC SCHOOLS



GOALS

2024-2025



GOAL 1

Voter Approval for Renewal of
½ Penny Surtax



GOAL 2

Continue Improvement in
Reading and Math Across All
Grade Levels



GOAL 3

Increase Acceleration
Opportunities for All Students



GOAL 4

Board Approval and
Implementation of Phase I of
Boundary Initiative with the
Opening of Legacy High in
August 2025

St. Lucie

PUBLIC SCHOOLS

***AN "A" RATED
DESTINATION DISTRICT***





GOALS

2025-2026

St. Lucie
PUBLIC SCHOOLS

AN "A" RATED
DESTINATION DISTRICT



GOAL 1

Sustain and Accelerate Improvement in All Core Areas- Reading, Math, Science and Social Studies- with a Strategic Focus on Advancing Early Literacy

GOAL 2

Phased Implementation of Classrooms2Careers Across Elementary, Middle and High School Levels to Provide Seamless Career-Connected Learning Experiences

GOAL 3

Advance SLPS's Commitment to Reinvest, Reimagine and Rejuvenate Schools in the Green Zone.

GOAL 4

Enhance Mental Health Supports for Students and Staff by Expanding Professional Learning and Training Opportunities for all Employees



GOALS

2025-2026

St. Lucie
PUBLIC SCHOOLS

AN "A" RATED
DESTINATION DISTRICT



GOAL 1

Sustain and Accelerate Improvement in All Core Areas- Reading, Math, Science and Social Studies- with a Strategic Focus on Advancing Early Literacy

GOAL 2

Phased Implementation of Classrooms2Careers Across Elementary, Middle and High School Levels to Provide Seamless Career-Connected Learning Experiences

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Advance SLPS's Commitment to Reinvest, Reimagine and Rejuvenate Schools in the Green Zone.

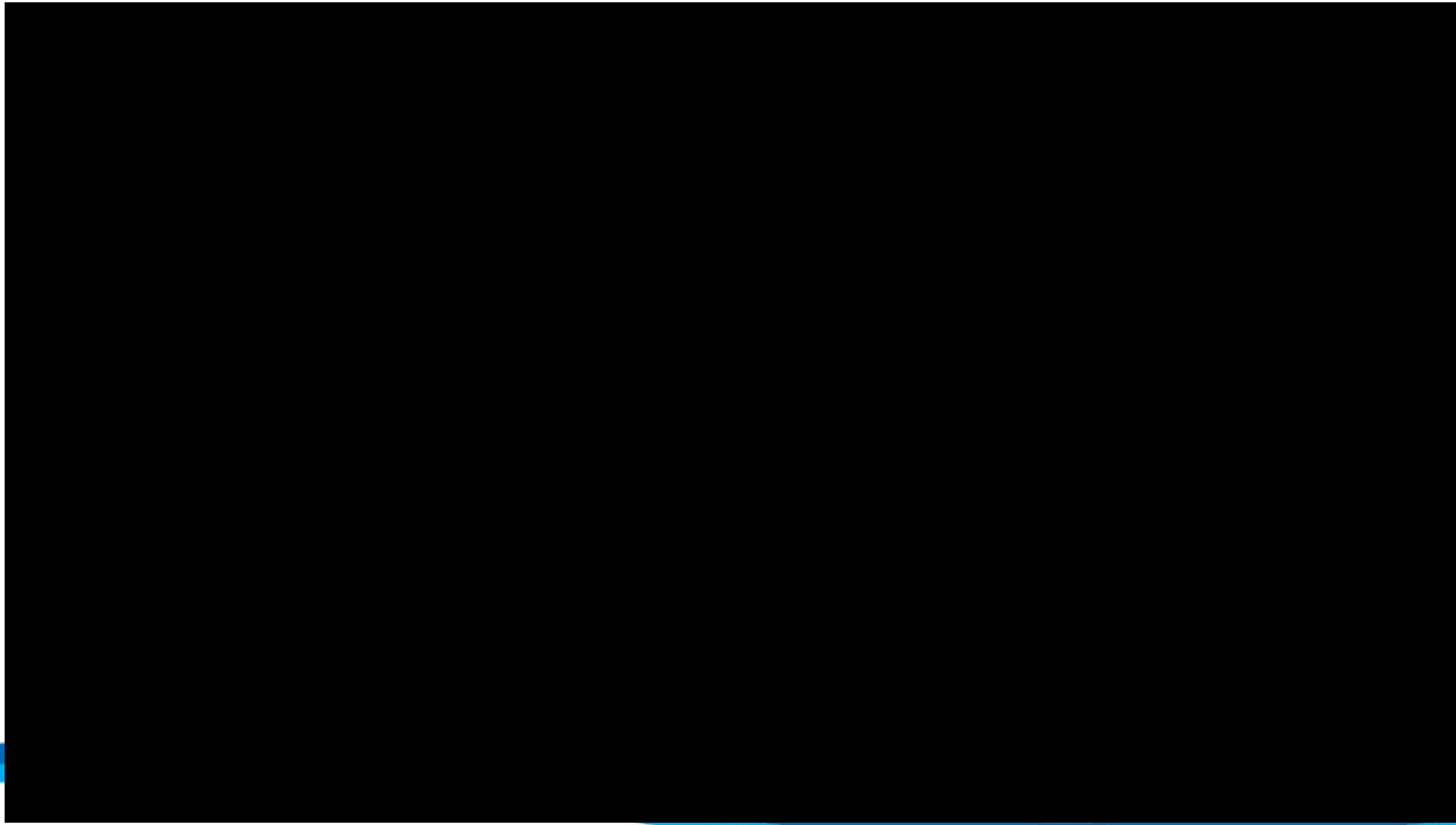
GOAL 4

Enhance Mental Health Supports for Students and Staff by Expanding Professional Learning and Training Opportunities for all Employees

St. Lucie
PUBLIC SCHOOLS



AN "A" RATED
DESTINATION DISTRICT



St. Lucie
PUBLIC SCHOOLS

AN "A" RATED
DESTINATION DISTRICT



Public Education is
the Genius of Our
Democracy



Layla

4th Grade Student

A Superintendent's Role

What Does a Superintendent
Do?





SLPS PLEDGE

All children are
capable of success.

St. Lucie
PUBLIC SCHOOLS

AN "A" RATED
DESTINATION DISTRICT



Questions?

City Commission Day Meeting 9:00 AM

9. A.

Meeting Date: 10/13/2025

Re: Election Costs

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of expenditure for Requisition 2026/26000359 in the amount of \$60,000.00 payable to the St. Lucie County Supervisor of Election for the costs associated with the Special Election.

SUMMARY:

The attached invoice is a detailed listing of the original estimated cost of \$60,000. Once the election is complete, the SOE will provide a detailed listing of the actual cost, and make a final calculation as to whether there is any balance due, or refund amount to go back to the City.

RECOMMENDATION:

Approve the expenditure.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Supervisor of Election

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 25-26
Account: 001-1600-534860
Amount: 60,000.00

FISCAL IMPACT:

Funds will be allocated.

Attachments

Itemized Invoice

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/02/2025 10:25 AM
City Manager	Richard Chess	10/03/2025 09:33 AM
Form Started By: Linda Cox		Started On: 10/01/2025 03:59 PM
Final Approval Date: 10/03/2025		

City of Fort Pierce
Estimated Special Election Costs
November 4, 2025

Poll Workers – Early Voting	\$ 15,000
Poll Workers – Election Day	13,000
Part-time Workers – Canvassing, etc.	1,000
Polling Place Rental – Various Precincts	2,000
Ballots – Official & Test	5,000
Sample Ballots	3,000
Sample Ballot Postage	2,000
BOD Materials	1,000
Communications – Cell Phones, etc.	1,000
Advertising – Newspapers, Radio, etc.	2,000
Mail-in Ballots & Postage	2,000
Professional Services	2,000
Election Support – Equipment	3,000
Security – Sheriff Deputies	2,000
Temporary Staffing – Call Center, Support, etc.	2,000
Moving Company – Equip. Transport	1,000
Supplies & Miscellaneous	3,000
Total	\$ 60,000

City Commission Day Meeting 9:00 AM

9. B.

Meeting Date: 10/13/2025

Re: Approval of Change Order for CDBG Residential Rehabilitation Project – Bid No. 2025-031

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

SUBJECT:

Approval of expenditure to increase Purchase Order No. 250837 with De La Hoz Builders, Inc. to provide rehabilitation services for B. Eutize 317 North 26th Street, from \$46,898.00 to \$58,168.00; total change order amount of \$11,270.00 for painting and new gutters.

SUMMARY:

Competitive bids were invited for Bid No. 2025-031 - CDBG Residential Rehabilitation of 317 North 26th Street. On May 22, 2025, the City Manager approved a recommendation to award the contract to the most responsive and responsible bidder, De La Hoz Builders, Inc., for a total amount of \$46,898.00. The Grants Administration Division is now seeking approval to increase Purchase Order No. 250837 with De La Hoz Builders, Inc. This adjustment is necessary to successfully complete the project, bringing the total amount to no more than \$58,168. The additional funds will cover essential repairs and an outstanding invoice of \$11,270.00, ensuring the project's successful and timely completion.

RECOMMENDATION:

The Grants Administration Division recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Grants Administration Division

COORDINATED WITH:

Purchasing Division

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2023-2024
Account: 1039002-583100
Amount: 58,168.00

FISCAL IMPACT:

The required funds will be provided from the CDBG — Residential Rehabilitation account 1039002-583100.

Attachments

Change Order Invoice
Recommendation for Award Letter

Bid Award Letter
Submittal - De La Hoz Builders, Inc

Form Review

Inbox

Finance Department
City Manager
Form Started By: Donnella Clarke
Final Approval Date: 10/08/2025

Reviewed By

Johnna Morris
Richard Chess

Date

10/06/2025 04:27 PM
10/08/2025 10:45 AM
Started On: 09/30/2025 03:59 PM



DE LA HOZ BUILDERS, INC.

GENERAL CONTRACTOR CGC1514151

(772) 228 9723 PHONE
(772) 589 8127 FAX

E-mail : hilda@delahozbuilders.com

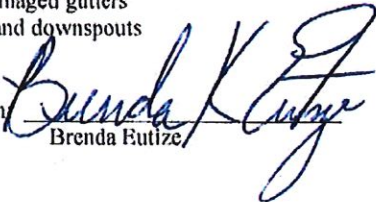

CHANGE ORDER

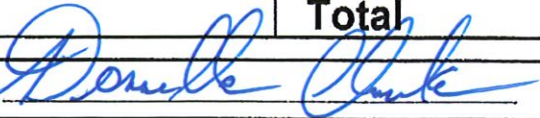
Date

9/15/2025

Owner / Address
FT Pierce CDBG 317 N 26th Street Fort Pierce, FL 34947

Project

Description	Qty	Rate	Total
Change order to add Additional work to Bid No. 2025-031 317 N 26th Street, Fort Pierce FL 34947			
Materials and Labor for the following Scope of Work:			
EXTERIOR PAINT TO HOUSE Pressure wash, caulk all windows and cracks Paint all exterior walls and two doors		5,623.00	5,623.00
GUTTERS ALL AROUND HOUSE Remove existing damaged gutters Install new gutters and downspouts		5,647.00	5,647.00
Owner authorization:   Brenda Eutize Robert Eutize			
Total			\$11,270.00

Please sign this contract to authorize the job: 



CITY OF FORT PIERCE

PURCHASING DIVISION

100 North U.S. Highway 1

Fort Pierce, FL 34950

(772) 467-3102

<https://www.cityoffortpiece.com/187/Purchasing>

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: \$ _____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

FORT PIERCE
Florida

June 6, 2025

De La Hoz Builders, INC.
258 Del Monte Rd
Sebastian, FL 32958
Attn: Hilda De La Hoz, President

Email: hilda@delahozbuilders.com

SUBJECT: Notice of Award
Bid No. 2025-031 – CDBG Residential Rehabilitation – 317 North 26th Street.

Dear: Ms. De La Hoz,

The City Manager of the City of Fort Pierce approved and awarded the subject bid to your firm, on Thursday, May 22, 2025, in the amount of \$46,898.00.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Please provide Certification of Liability, Property Damage, and Workers' Compensation, as stated in bid document section 2 of the insurance requirement, see attached. **We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.**
3. Return documents enclosed within ten (10) days after receipt, via email to:

Email:
LaTonya Hubbard, Purchasing Agent
City of Fort Pierce

Carbon Copy:
purchasing@cityoffortpiece.com

This letter must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

Sincerely,
CITY OF FORT PIERCE

LaTonya Hubbard

LaTonya Hubbard, Purchasing Agent

ACCEPTED BY:
DE LA HOZ BUILDERS, INC

Hilda De La Hoz

Signature (Manual)

HILDA DE LA HOZ

Signature (Typed or Printed)

PRESIDENT

Title

06/07/2025

Date

NOTARIZATION

STATE OF Florida

COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 7th day of June 2025,

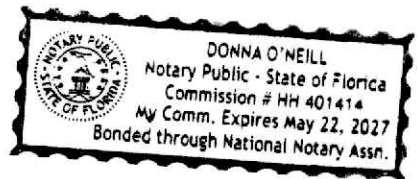
by Hilda De La Hoz, President, of
Officer of Firm Title

DeLaHoz Builders a Florida corporation, on behalf of the corporation.
Name of Firm State

He/She is personally known to me or has produced _____ as identification.

Donna O'Neill
Notary Public

My commission expires: May 22, 2027



/lh

cc: Donnella Clarke, Grants Manager
Kimberlee Henton, Reporting and Grants Specialist

DELIVER TO:

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

MAIL TO:

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



**INVITATION TO BID
 and
 BIDDER ACKNOWLEDGMENT**

Bid Writer: LaTonya Hubbard, 772-467-3102

Bid No: 2025-031

Mandatory Site-Visit:
 10:00 A.M, WEDNESDAY, MARCH 19, 2025

Bid Title: CDBG Residential Rehabilitation –
 317 N. 26th Street

Mandatory Site-Visit Location:
 317 N.26TH STREET
 FORT PIERCE, FL 34947

Bid Opening Location:
 Purchasing Division Conference Room, Room 101
 100 North U.S. #1, 1st Floor
 Fort Pierce, Florida 34950

Bid Due Date & Time:
 1:00 PM, MONDAY, MARCH 31, 2025

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.

Bidder Name:

DE LA HOZ BUILDERS, INC

I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Mailing Address:

258 Del Monte Rd

Sebastian, FL 32958

X

Hilda De La Hoz

Authorized Signature (Manual)

City, State, Zip Code:**Typed or Printed Name:**

HILDA DE LA HOZ

Type of Entity (Select one):

Corporation _____
 Partnership _____
 Proprietorship _____

Title: President

Incorporated in the State of: FL **Year:** 2007

Delivery in _____ **days, ARO**

Phone Number: 772-228-9723

Payment Terms: Net 30 Days

Fax Number:

FEIN or SS Number: 20-8955993

E-Mail Address: hilda@delahozbuilders.com

Local Business: Y N **MWBE:** Y N

Bid Security is attached, when required, in the amount of \$ _____

If returning as a "No Bid" state reason:

F.O.B. DESTINATION

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID



DRUG~FREE WORKPLACE FORM

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

DE LA HOZ BUILDERS, INC. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidder's Signature

03-31-2025
Date



NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

HILDA DE LA HOZ, being first duly sworn, deposes
and says:

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

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

DE LA HOZ BUILDERS, INC
(Firm Name)

By: *[Signature]*

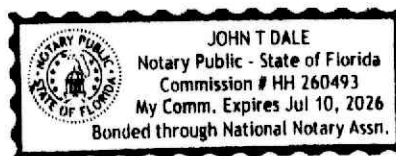
Title: PRESIDENT

Subscribed and sworn to before me this 28
day of, March, 2025.

[Signature]
Notary Public

My Commission expires: (Seal)

7/10/26



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

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

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

by HILDA DE LA HOZ / PRESIDENT
(Print individual's name and title)

for DE LA HOZ BUILDERS, INC

whose business address is 258 Del Monte Rd, Sebastian, FL 32958

(If applicable) its Federal Employer Identification Number (FEIN) is 20-8955993

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or

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

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

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

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

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

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

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



(Signature)
03-28-2025

(Date)

STATE OF FL

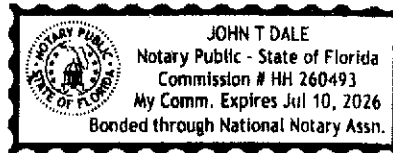
COUNTY OF Indian River

PERSONALLY APPEARED BEFORE ME, the undersigned authority Hilda DeLAHOZ
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this
day 28 of March, 2025.

John T Dale
(NOTARY PUBLIC)

My Commission Expires: 7/10/26





E-VERIFY AFFIRMATION STATEMENT

Description: CDBG RESIDENTIAL REHABILITATION – 317 N. 26TH STREET

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

- (a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and
- (b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Responder to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and
- (c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and
- (d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: DE LA HOZ BUILDERS, INC

Authorized Company Person's Signature: *Hilda De la Hoz*

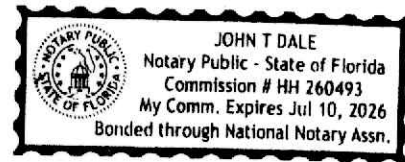
Authorized Company Person's Title: PRESIDENT

Date: 03-28-2025

STATE OF FLORIDA
 COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of physical presence or online notarization this 28 day of March, 2025 by Hilda DELA Hoz, who is personally known or produced identification (ID produced: _____).

Signature: *John T Dale* (Seal)
 NOTARY PUBLIC
 My Commission Expires: 7/10/26





VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: DE LA HOZ BUILDERS, INC

Respondent's Authorized Representative Name and Title: HILDA DE LA HOZ / PRESIDENT

Address: 258 Del Monte Rd

City: Sebastian State: FL Zip: 32958

Phone Number: 772-228-9723 Respondent FEIN: 20-8955993

Email Address: hilda@delahozbuilders.com

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

Certification:

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

Certified By: HILDA DE LA HOZ

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Hilda De la Hoz / PRESIDENT

Date: 03-31-2025



CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR
LABOR OR SERVICES

Vendor name: DE LA HOZ BUILDERS, INC

Authorized Representative's Name and Title: HILDA DE LA HOZ / PRESIDENT

Address: 258 DEL MONTE RD

City: SEBASTIAN State: FL Zip Code: 32958

Phone Number: 772-228-9723 Email Address: hilda@delahozbuilders.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: <u></u>	<u>HILDA DE LA HOZ / PRESIDENT</u>	<u>03-28-2025</u>
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of physical presence or online notarization

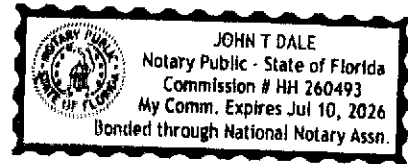
this 28 day of March, 2025 by Hilda De La Hoz, who is

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

Notary Public Signature: John T Dale (Seal)

Print Name: John T. Dale

My Commission Expires 7/10/26





REFERENCES

BID NO. 2025-031

CDBG RESIDENTIAL REHABILITATION – 317 N. 26TH STREET

Contact Person & Title	Ty Diamond / Housing Program Specialist
Email Address	diamondt@stluieco.org
Phone No.	772-462-5103
Company Name	St Lucie County Community Services - Housing Division
Mailing Address	714 Avenue C - 2nd Floor
City, State, Zip	Fort Pierce, FL 34950
Type of commercial work contracted	House rehabilitation work
Contact Person & Title	Siphikelelo Cyanganya - SHIP Administrator
Email Address	ship@indianriver.gov
Phone No.	772-226-4399
Company Name	Indian River County SHIP Program
Mailing Address	1800 27th Street Bldg B
City, State, Zip	Vero Beach, FL 32960
Type of commercial work contracted	House rehabilitation work

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DE LA HOZ BUILDERS, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 258 Del Monte Rd	Requester's name and address (optional)
6 City, state, and ZIP code Sebastian, FL 32958	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
			-						
or									
Employer identification number									
2	0	-	8	9	5	5	9	9	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 03-31-2025
------------------	----------------------------------------------------------------------------------------------------------------	--------------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 317 N. 26TH STREET		
Bid Number	2025-031	Due Date & Time	1:00 PM, MONDAY, MARCH 31, 2025

This project should be bid on according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace Roof	\$ 13,027.00
Repair/Replace fascia and soffit	\$ 2,819.00
Replace main entry door	\$ 2,703.00
Replace rear sliding glass door	\$ 4,902.00
Replace garage door and opener	\$ 4,072.00
Replace all windows-non-impact	\$ 16,092.00
Permits	\$ 3,283.00
TOTAL	\$ 46,898.00

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	90
Work is guaranteed for how many years?	1 year
Materials are guaranteed for how many years?	1 year

Bid Response Form
Page 2 of 2

VENDOR INFORMATION

Vendor: DE LA HOZ BUILDERS, INC.

Address: 258 Del Monte Rd

City, State, Zip Code: Sebatian, FL 32958

Email Address: hilda@delahozbuilders.com

Typed Name & Title: HILDA DE LA HOZ / PRESIDENT

Signature:  Date: 03-31-2025

Telephone No.: 772-228-9723 Fax No.: _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	X
Native American	
Small Business	X
Women Owned	X
Small Disadvantage Business	X

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	x	
Included proof of proper insurance as stated in bid documents.	x	
Are all the required forms listed in Section III and Section V of the Submittal Requirements complete and included?	x	
Have all prices been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	x	
Did you submit your bid electronically?	x	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?	x	
Is each Bid Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH BID _____

John R. DeLuca



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DE LA HOZ, JOSE AUGUSTO

DE LA HOZ BUILDERS INC
258 DEL MONTE RD
SEBASTIAN FL 32958

LICENSE NUMBER: CGC1514151

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Miclette & Britt of Florida, LLC 850 Concourse Pkwy S, Suite #105 Maitland FL 32751	CONTACT NAME: Michelle Rushing PHONE (A/C, No, Ext): 407-647-1616 E-MAIL ADDRESS: mrushing@bmbinc.com		FAX (A/C, No): 407-628-1635
	INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Mutual Insurance Company		NAIC # 23396
INSURED De La Hoz Builders, Inc. 400 Gus Hipp Dr. Rockledge FL 32955	DELAHOZBUI		INSURER B :
			INSURER C :
			INSURER D :
			INSURER E :
			INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1204214298 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GL21095700602	9/1/2024	9/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA21215920202	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CU21251780102	9/1/2024	9/1/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC21095710701	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing contact person shown above.

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability, Auto Liability, and Umbrella as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, Worker's Compensation, and Umbrella is See Attached...

CERTIFICATE HOLDER **CANCELLATION**

City of Fort Pierce and their respective members, officials, officers, and employees Attn: Purchasing Dept. 100 North US Hwy. 1 Fort Pierce FL 34950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED De La Hoz Builders, Inc. 400 Gus Hipp Dr. Rockledge FL 32955	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

granted to those parties listed in said contract, including the Certificate Holder.

The General Liability, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

Certificate Holder includes: City of Fort Pierce & the City's Board Members, Officials, Officers, Agents and Employees

Forms CG2010 & CG2037 are included in the Blanket Additional Insured endorsement when there is a written contract per page 2 of form CG 70 48 10 15 (attached).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FLORIDA
 CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

A. Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.

B. The following paragraph is also deleted from Exclusion **j. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.

B. Exclusion **k. Damage to Your Product** does not apply to:

1. The use of elevators; or
2. Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

A. Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted.

B. Coverage under this provision **3.** does not apply to “property damage” that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”. This exception to the exclusion does not apply to “product recall expenses” resulting from:

1. Failure of any products to accomplish their intended purpose;
2. Breach of warranties of fitness, quality, durability or performance;
3. Loss of customer approval or any cost incurred to regain customer approval;
4. Redistribution or replacement of “your product”, which has been recalled, by like products or substitutes;
5. Caprice or whim of the insured;
6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
8. Recall of “your product(s)” that have no known or suspected defect solely because a known or suspected defect in another of “your product(s)” has been found.

B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

Includes copyrighted material of Insurance Services Office, Inc.

e. Your subsidiaries if:

- (1) They are legally incorporated entities; and
- (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. ADDITIONAL DEFINITIONS

1. **SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
 - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
 - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/1/2024 Policy No. WC21095710701 Endorsement No.

Insured De La Hoz Builders, Inc. Premium \$

Insurance Company **Amerisure Insurance Company** Countersigned by _____

BUILDING DEPARTMENT
1225 MAIN STREET • SEBASTIAN, FLORIDA 32958
TELEPHONE: (772) 589-5537 • FAX (772) 589-2566

LOCAL BUSINESS TAX RECEIPT

Tax Year October 1, 2024 to September 30, 2025

JOSE DE LA HOZ
(772) 228-9723

No. 2966
Date: 8/14/2024

Address: 258 DEL MONTE RD
SEBASTIAN, FL 32958

Business Tax Receipt

Activity: Professional - Services - Contractor

Total Paid: \$66.00

Issued to: DE LA HOZ BUILDERS, INC
JOSE DE LA HOZ
258 DEL MONTE RD
SEBASTIAN, FL 32958



Linda M. Lohsl, CBTO

NON-TRANSFERABLE

State of Florida

Woman & Minority Business Certification

De La Hoz Builders, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/20/2025 to 02/20/2027



Pedro Allende
Florida Department of Management Services



City Commission Day Meeting 9:00 AM

9. C.

Meeting Date: 10/13/2025

Re: Approval of Medical Services Agreement with Fort Pierce Urgent Care

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

PULLED AT THE REQUEST OF STAFF - Approval to contract with Fort Pierce Urgent Care in an amount not to exceed \$175,000, to provide walk-in medical services for employees covered under the City's health insurance plan for a period of one (1) year.

SUMMARY:

The City previously contracted with MD Now to provide walk-in medical services to employees covered by the City's health insurance plan. The contract expired on September 30, 2025, and we are requesting to enter into a new contract with Fort Pierce Urgent Care to provide these services. This is a Piggyback to the Fort Pierce Utilities Authority Contract. Services will begin as soon as the contract is signed. These services will remain at no cost to the employees.

RECOMMENDATION:

To approve the Piggyback contract with Fort Pierce Urgent Care

ALTERNATIVES:

Reject the recommendation and look for other providers.

RESPONSIBLE STAFF:

Finance and Purchasing Department

COORDINATED WITH:

Assistant City Attorney for Form and Correctness.

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2026
Account: 0016000 - 520300
Amount: 175,000

OTHER INFORMATION:

N/A

Attachments

City Agreement with Fort Pierce Urgent Care
FPUA Agreement with Fort Pierce Urgent Care

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/07/2025 05:08 PM
Finance Department	Johnna Morris	10/07/2025 05:17 PM

City Manager
Form Started By: Megan LeGrand
Final Approval Date: 10/08/2025

Richard Chess

10/08/2025 10:45 AM
Started On: 10/06/2025 05:02 PM

MEDICAL SERVICES AGREEMENT

This **MEDICAL SERVICES AGREEMENT** (this "Agreement") is made and entered into on this ____ day of _____, 2025, by and between Fort Pierce Family Care, Inc. d/b/a Fort Pierce Urgent Care, a Florida for profit corporation (hereinafter "FPUC") and City of Fort Pierce (hereinafter "CITY").

Whereas, FPUC owns and operates a certain urgent care center under the name Fort Pierce Urgent Family Care (the "Facilities") at the location listed on Exhibit A;

Whereas, CITY self-insures its employee health care plan and desires that FPUC provide certain identified health care services to its employees at the Facilities for a fixed rate per visit; and

Whereas the parties are desirous of entering into an agreement that memorializes their understanding as to this arrangement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Services.

(a) FPUC shall provide to CITY employees and family members who participate in the Health Plan all of the usual and customary health care services offered to the general public at its Facility to include only the specific health care treatment services and products outlined in this section (the "Services"). CITY employees may schedule appointments for Monday through Friday or "walk in" and wait to be seen any day that the Facility is open. All Services and supplies to be provided shall be at the discretion of and are subject to the professional judgment of FPUC medical staff and shall include only those services listed in Exhibit B.

(b) FPUC will provide non-prescription and prescription medications on the Formulary set forth in Exhibit B. FPUC may add to the list of non-prescription and prescription drugs at any time without notice to CITY. FPUC may delete items from the list of non-prescription and prescription drugs upon thirty (30) days written notice to CITY. All non-prescription and prescription drugs shall be subject to availability. FPUC shall use best efforts to stock adequate supplies of non-prescription and prescription drugs. FPUC may substitute another generically equivalent drug for any prescription medications on the Formulary. If, in the professional medical judgment of FPUC medical staff, a determination is made that a drug that is not on the FPUC Formulary is medically appropriate for the patient's condition, the medical staff will provide the patient with a prescription to be dispensed by a pharmacy at the employee's choice and expense.

(c) FPUC will provide the Clinical Laboratory Improvement Amendments (CLIA) waived tests as set forth in Exhibit B. FPUC may add to the list of tests at any time without notice to CITY. FPUC may delete items from the list of tests upon thirty (30) days written notice to CITY. All tests shall be subject to availability. FPUC shall use best efforts to stock an adequate supply of tests.

(d) FPUC shall have each CITY patient who receives care at a Facility sign an authorization allowing FPUC to submit the patient's name and date seen for payment purposes. FPUC shall each month provide to CITY a report detailing the kinds and quantity of services provided.

2. Staffing and Licensing of Facility.

(a) FPUC will provide at the Facility the staff described in Exhibit C hereto. Staffing of the Facility shall be at FPUC's sole and complete discretion. All medical staff shall be properly licensed to practice their profession and in good standing with their professional licensing board. The medical staff of the Facility shall not practice under any licensing restriction, revocation, or suspension or have any felony convictions.

(b) The Facility will be open from 8:00 a.m. until 8:00 p.m. Monday – Friday and 9:00 a.m. until 5:00 p.m. Saturday and Sunday. The Facility will observe the following holidays:

- (1) New Year's Day
- (2) Easter Sunday
- (3) Memorial Day
- (4) July 4th
- (5) Labor Day
- (6) Thanksgiving
- (7) Christmas Day

(c) The on-site staff provided by FPUC will be licensed by the State of Florida to provide the health care services that they are licensed to provide.

(d) Each dispensing physician shall be registered as such with the Florida Board of Medicine. Prescription drugs shall be obtained from authorized sources.

(e) The Facility shall be licensed to provide the medical Services as required by law.

3. FPUC is not the Exclusive Provider. CITY employees are free to obtain medical services from whomever they choose, but will be responsible for reimbursing these providers through health insurance or otherwise.

4. Identification of CITY Employees and Payment.

(a) CITY shall provide an identification card identifying the patient a CITY employee. CITY shall cause to be surrendered such cards from any employees who are terminated from employment and are no longer qualified to receive CITY provided care at the Facilities. CITY shall be responsible for payment for persons who present CITY identification.

(b) CITY shall pay FPUC a flat per visit fee of one hundred-sixty (\$160.00) for each time that an employee utilizes the FPUC Facility. The \$160.00 fee includes prescription medications (90-day supply of maintenance medications). If a CITY employee has to make one additional visit to the Facility for follow up of a laceration repair or incision and drainage of an abscess without

complications within ten (10) days of the initial visit, there will be no additional charge for the second visit.

(c) FPUC shall submit monthly invoices directly to CITY. CITY will pay the flat fee for all covered services under the contract. If an invoice is not paid within thirty (30) days after the date the invoice is received, the amount owed FPUC will bear interest from the date the invoice is received at the maximum rate allowed by law.

(d) If an employee receives services outside the contract, FPUC will send a claim to the CITY'S Third-Party Administrator and collect the associated co-pay from the employee.

5. Warranty.

FPUC shall perform the services required of it under this Agreement with the standards of care, skill, and diligence consistent with (i) recognized and sound medical practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents, and procedures applicable to the services; and (iv) the degree of knowledge, skill, and judgment normally exercised by professional firms in the community wherein the Facility is located with respect to services of a similar nature.

6. Independent Contractor.

FPUC agrees to furnish services under this Agreement as an independent contractor and not as an agent or partner of CITY. CITY shall not retain control or direction over FPUC or its employees or the detail, manner, or methods of performance of the Services provided hereunder by FPUC or its employees.

7. Indemnity.

FPUC agrees to protect, defend, and hold CITY harmless against any liabilities whatsoever, including court costs and attorney's fees related to any claim, pretrial, trial, or appellate proceeding, resulting from or in connection with the provision of Services under this Agreement by FPUC, its employees, or its subcontractors, if such liabilities are due to or caused by the willful act or intentionally by FPUC.

8. Insurance.

FPUC will maintain and have in force at all times during the Initial Term and any Renewal Term (see Section 10) the types of insurance and with maximum coverage amounts described in Exhibit D.

9. Force Majeure.

Performance of this Agreement by each party hereto shall be pursued with due diligence in all requirements hereof. However, neither party shall be liable to the other for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for the performance affected and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays.

10. Term and Termination.

The initial term of this Agreement shall be for a period of one (1) year beginning on execution of this Medical Services Agreement (the "Commencement Date"), and ending on the anniversary of the date of execution (the "Initial Term"). Either party may terminate this Agreement with or without cause upon providing sixty (60) days written notice of termination to the other party. This Agreement will automatically renew after the Initial Term for successive terms of one year each (each a "Renewal Term") unless written notice has been given by either party hereto no less than sixty (60) days before the expiration of the Initial Term or the applicable Renewal Term. Prior to the start of each renewal term, the parties shall review the fees set forth in Section 4(b) to negotiate in good faith any increase to the fees for that renewal term. FPUC may either choose to not renew the Agreement or accept the fees in effect at that time for the renewal term.

11. Documentation, Records and Reports.

(a) Incidental to the rendering of services under the terms and conditions of this Agreement, FPUC shall generate documentation, records, and reports which are necessary to the proper rendering of the Services described in Section 1(a). FPUC has the right to send copies of medical records to its corporate Medical Director for quality assurance purposes. FPUC will maintain normal confidentiality procedures in connection therewith.

(b) All medical information, both occupational and non-occupational, stored in FPUC computer files is the property of FPUC, and FPUC shall indemnify and hold harmless CITY from any alleged breach of confidentiality which results from FPUC's ownership of the computerized medical files and/or unauthorized or illegal publication of information contained in such computerized medical files. Upon termination of this Agreement, FPUC agrees to make a reasonable effort to cooperate with CITY to provide certain identified medical information that may be contained in FPUC's computer files that may be of use to CITY relative to the operation of the Facilities and the provision of the Services. Such information may be provided via hard copy or electronic transfer, depending on the nature of the data and the technical requirements to produce electronic media.

(c) CITY is not entitled to have access to the medical records, as defined by state law and protected health information, as defined by federal law and regulations, maintained by FPUC. FPUC will not provide CITY with any confidential patient information other than the name and date of visit of the patient without a written authorization signed by the patient or a valid subpoena or court order. FPUC shall maintain all records as required by state and federal law.

12. Assignment. Neither party may assign this Agreement without the express written permission of the other.

13. Compliance with Laws. FPUC shall perform all of its duties hereunder in accordance with all applicable codes, laws, and municipal governmental agencies.

14. Events of Default and Rights and Remedies.

(a) The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(1) Default in the payment of any sum becoming due under this Agreement, which default continues ten (10) business days after written notice thereof in accordance with Section 19 hereof.

(2) Default in the performance or observance of any of the non-monetary terms, agreements, covenants or conditions of this Agreement which default continues for thirty (30) days after written notice thereof in accordance with Section 19 hereof; provided that, if such default cannot reasonably be cured within thirty (30) days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within the 30-day period and pursues such cure to a timely conclusion no later than one hundred and twenty (120) days from written notice thereof.

(b) If there is an Event of Default with respect to either party in accordance with this section, then, upon the election of the non-defaulting party, such non-defaulting party may suspend its performance under this Agreement, and may exercise any other rights or remedies it may have at law or in equity.

(c) In the event of litigation between the parties arising out of this Agreement, each party shall be responsible for its own reasonable attorneys' fees, including the costs of appeals.

15. Law, Forum and Venue. This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law provisions. The venue for all legal proceedings arising out of or relating to this Agreement shall lie exclusively in Palm Beach County, Florida to the exclusion of any other jurisdiction or venue, and each party consents to personal jurisdiction of the State of Florida with respect to all matters arising under or out of this Agreement and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

16. Complete Agreement. This Agreement, including its appendices, is intended as the complete and exclusive statement of the terms of agreement between the parties hereto. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

17. Counterpart Execution. FPUC and CITY may execute this Agreement in any number of separate counterparts, each of which, when executed and delivered by the parties hereto, shall have the force and effect of an original. All such counterparts shall be deemed to constitute one and the same instrument.

18. Conflicting Terms. In the event that the terms of this Agreement conflict with the terms of any form purchase order or invoice of CITY or other CITY form, the terms of this Agreement shall control. CITY expressly waives any provision in any form purchase order or other form that purports to control over this Agreement.

19. Notice. All notices, demands, requests and other communications hereunder shall be in writing and shall be either: (a) personally delivered (including by means of recognized air courier services utilizing receipts), in which case they shall be effective when delivered (if delivered before 5:00 p.m. on the recipient's business day; if delivered after 5:00 p.m., they shall be effective the next business day); (b) sent by facsimile (so long as the original of such notice, demand, request or other communication is thereafter forwarded to the other party in the normal course of business) in which case they shall be effective when the sender has received facsimile transmission confirmation (if delivered before 5:00 p.m. on the recipient's business day; if delivered after 5:00 p.m. they shall be effective the next business day); or (c) sent by prepaid certified mail, return receipt requested, in which case they shall be effective upon actual receipt. The addresses and facsimile numbers of CITY and FPUC are as follows (or as shall otherwise be specified by notice given in the manner provided above):

To: Fort Pierce Family Care, Inc.
3851 Virginia Avenue
Fort Pierce, FL 34981

Facsimile: 772-882-4893

Attention: Dr. Jerry Jacobson

=====

To: City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

ATTEST:

CITY OF FORT PIERCE

Linda Cox, City Clerk
(CITY Seal)

BY: _____
Linda Hudson, Mayor

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Sara Hedges, City Attorney

FORT PIERCE FAMILY CARE, INC.

Name of Firm (Typed or Printed)

BY: _____
Signature/Officer of Firm (Manual)

Name (Typed or Printed)

TITLE: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by

_____, _____, of Fort Pierce Family Care, Inc.
Officer of Firm Title Name of Firm
a Florida corporation, on behalf of the corporation.

He/She is personally known to me or has produced _____ as identification.

Notary Public

My commission expires: _____

{TL187406;1}

EXHIBIT A

FACILITY LOCATION:

Fort Pierce Family Care d/b/a Fort Pierce Urgent Care
3851 Virginia Avenue
Fort Pierce, Florida 34981

Phone: (772) 882-4919

Fax: (772) 882-4893

EXHIBIT B

I. SERVICES:

FPUC shall provide all of the services listed below:

- A) Regular primary care visits to FPUC physicians.
- B) Urgent Care visits (includes services usually and customarily provided at Facilities) including:
 - X-Rays
 - Visual Acuity
 - Audiometry
 - Nebulizer Treatments up to Two (2) in a Visit
 - IV Hydration of Less Than One (1) Hour Duration
 - Selected IV/IM Medication
 - Simple Laceration Repairs
 - Initial Fracture Treatment
 - Simple Abscess Treatment
 - Trigger Point Injections
 - Simple Foreign Body Removal of Eye or Skin
 - Simple Lesion Removal
 - Simple Burn Treatment
- C) Occupational medicine visits such as pre-employment.
- D) Annual Health Risk Assessment/Wellness Exam to include:
 - Complete physical examination
 - CBC, CMP, and Lipids.
 - PSA if Male Age Over 40.
 - Thyroid Function if Clinically Indicated.
 - EKG
 - CXR
- E) CLIA Waived Tests:
 - Lab Work
 - Strep Screen
 - Mono Spot
 - Urinalysis
 - Urine Pregnancy
 - Blood Glucose Level
 - Stool Hemocult
- F) Prescription medications shall include those generic drugs listed on the Formulary below. The drugs, quantities and strength shall be based on the professional judgment of the dispensing health care practitioner. FPUC, in the professional judgment of the dispensing health care practitioner, may

dispense up to a three (3) month supply of maintenance medications as listed below to CITY patients seen at the Facilities. An additional patient visit is required for refills.

II. Formulary:

ANTIBIOTICS

Amoxicillin 250mg/5ml Susp 150ml
Amoxicillin 500mg Capsules #30
Augmentin 500mg Tablets #30
Azithromycin 200mg/5ml Susp 30ml
Azithromycin 250mg Tablets #6
Cephalexin 500mg Capsules #40
Clindamycin HCL 300 mg Capsules #40
Diphenhydramine HCL 50mg Capsules #30
Doxycycline 100mg Tablets #20
Pen VK Tablets 500 mg #30
Sulfameth/Trimeth DS 800/160mg Tablets #20

ANTI-DIABETIC

Glipizide 10mg Tablets #90
Glipizide 5mg Tablets #90
Metformin 1000mg Tablets #90

ANTI-HYPERTENSIVE

Amlodipine 5mg Tablets #90
Amlodipine 10mg Tablets #90
Atenolol 50mg Tablets #90
Clonidine 0.2mg Tablets #90
Clonidine 0.3 mg Tablets #90
Hydrochlorothiazide 25mg Tablets #90
Lisinopril 20mg Tablets #90
Lisinopril 40mg Tablets #90
Lisinopril/HCTZ 20 mg/12.5 mg #90
Metoprolol Tartrate 25mg Tablets #90
Metoprolol Tartrate 50mg Tablets #90
Terazosin 2mg Capsules #90
Terazosin 5mg Capsules #90
Triamterene/HCTZ 37.5/25 Tablets #90

COUGH

Benzonatate 100mg Capsules #20
Phenergan DM Syrup 4oz

ENT

Antipyrine/Benzocaine Otic Solution 15ml
Neo/Poly/B HC Otic Susp 10ml
Neo/Poly/Dex Opth Susp 5 ml
Tobramycin 0.3% Opth Sol 5ml
Trimethoprim Polymyxin B/Sulf Opth Sol 10ml

GASTROINTESTINAL

Dicyclomine 10mg Capsules #40
Omeprazole 20mg DR Capsules #30
Ranitidine HCL 150mg Tablets #30

MENTAL HEALTH

Citalopram 20mg Tablets #90
Fluoxetine 10mg Capsules #90
Paroxetine 20mg Tablets #90

MISCELLANEOUS

Fluconazole 150mg Tablets #1
Phenazopyridine 200mg Tablets #6

PAIN AND INFLAMMATION

Ibuprofen 600 mg Tablets #40
Indocin 50 mg #21
Meloxicam 15mg Tablets #30
Naproxen 375 mg Tablets #40
Orphenadrine Citrate 100mg ER Tablets #30
Oxaprozin 600mg Tablets #30
Prednisone 20 mg #10
Tramadol HCL 50mg Tablets #20

RESPIRATORY

Albuterol Sulf 0.83mg/ml Solution 3ml #25
Fluticasone 50mcg Spray 16 gm #1
Ipratropium Inh 0.02% 2.5ml Solution #25

SKIN CONDITIONS

Betamethasone Val 0.1% Ointment 45gm
HC Cream 2.5% 45gm
Silver Sulfadiazine 1% Cream 50gm
Triamcinolone Acet 0.1% Cream 15gm

THYROID CONDITIONS

Levothyroxine 50mcg Tablets #90
Levothyroxine 75mcg Tablets #90
Levothyroxine 100mcg Tablets #90
Levothyroxine 150mcg Tablets #90

VIRUSES

Acyclovir 200mg Capsules #30

III. EQUIPMENT, SUPPLIES AND CLINIC MANAGEMENT:

FPUC will supply the following equipment:

- Audio Testing and Calibration Equipment (compatible with OHM software)
- Electronic Defibrillator
- Otoscopes and Ophthalmoscopes
- Stethoscopes
- Blood Pressure Cuffs
- Oxygen Tanks and Regulators
- Portable Oxygen
- Spirometry Equipment and Printer
- Electronic Thermometer
- Wood's Lamp
- Examination Tables
- IV Stands
- Mayo Stands
- Magnifying Loop
- Breath Alcohol Testing Device
- Scale
- Nebulizer

FPUC will provide:

- Medical supplies as determined by FPUC
- Medical waste disposal
- Laboratory Services to include listed tests only

EXHIBIT C

PERSONNEL STAFFING:

Normal Staffing: One (1) Physician and/or either one (1) Physician Assistant or Nurse Practitioner Monday – Friday 8:00 a.m. – 8:00 p.m.; Saturday – Sunday 9:00 a.m. – 5:00 p.m. FPUC shall have such other staff as it deems necessary.

Holiday Staffing: None ***

EXHIBIT D

COVERAGE OF INSURANCE:

- Commercial General Liability insurance of at least One Million and No/00 Dollars (\$1,000,000.00) per occurrence/aggregate bodily injury and property damage.
- Every physician practicing at FPUC shall provide evidence of Professional Liability insurance (malpractice) coverage of at least One Hundred Thousand and No/00 Dollars (\$100,000.00) per incident with an aggregate limit of Three Hundred Thousand and No/00 Dollars (\$300,000.00). Alternatively, in lieu of providing Professional Liability insurance, each physician may provide evidence of meeting Florida Statutory financial responsibility requirements.
- Workers' compensation insurance coverage for FPUC employees will be provided by FPUC. The minimum amount of coverage for "Part One" shall be statutory limits. The minimum amount of coverage for "Part Two," Employer's Liability, shall be:

\$100,000 each accident

\$500,000 disease – policy limit

\$100,000 disease – each employee

The insurance provided by FPUC pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's member, official, officer or employee.



PURCHASING DIVISION
**PIGGYBACK PURCHASE
REQUEST FORM**

To ensure transparency and compliance Piggyback purchase requests must be approved in advance and accompanied by appropriate written documentation. This form, along with the required supporting materials, satisfies that requirement.

Purchases up to \$50,000 may be approved by the City Manager. Any purchase exceeding \$50,000 requires Commission approval.

Piggyback contracts are awarded for the full duration of the original agreement and are available for use by all City departments.

Date	10/06/2025
Department/Division	Finance
Requestor	Johnna Morris
Title	Finance Director
Phone	772-467-3073
Email	jmorris@cityoffortpierce.com

1. Contract Information

Awarding Agency	Fort Pierce Utilities Authority
Contract Title and number requesting to piggyback	Medical Services Agreement
Vendor Name	Fort Pierce Urgent Care
Adress	3851 Virginia Avenue, Fort Pierce, FL 34981
Point of Contact & Title	Dr. Jerry Jacobson
Phone Number	772-882-4919
Contract Terms	Renews annually
Copy of the Contract and awarding agency documentation is attached	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Product/Service being requested (be specific):

Walk-in medical services for employees covered under the City's health insurance plan.

3. Detailed description of the product/service's function and purposes:

Medical services for employees who have health insurance under the City's plan, at no cost to the employee. The purpose is to reduce the City's claim experience by employees visiting the clinic for no major events. This will eliminate emergency room visits, which will reduce our premium increases.

4. Total cost of the requested product/service: \$ 160.00 per visit
5. Total estimated annual (fiscal year) cost of requested product/service: \$ Not to exceed \$175,000.00

Account number: 001-6000-513-000-0000-520-300

6. Is this product/service covered by a warranty? Yes No

If yes, please attach a copy of the warranty details.

7. Will grant funds be used to pay for the requested product/service? Yes No

If yes, please explain:

Medical services for employees who have health insurance under the City's plan, at no cost to the employees.

Note: by signing and returning this form you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contracts(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.

Requestor Signature *Johnna S. Morris*

Date 10/6/2025

Department Head Signature *Johnna S. Morris*

Date 10/06/2025

The Purchasing Division has reviewed the request and has completed the required due diligence per the Purchasing Ordinances, Section 2-439(a)(5).

The Purchasing Division recommends the following as a piggyback:

PROCUREMENT APPROVAL

Purchasing Agent/Specialist

Name _____

Signature _____

Date _____

Purchasing Manager

Name _____

Signature *Jelencia Carter*

Date _____

MEDICAL SERVICES AGREEMENT

This **MEDICAL SERVICES AGREEMENT** (this "Agreement") is made between Fort Pierce Family Care, Inc. d/b/a Fort Pierce Urgent Care, a Florida for profit corporation (hereinafter "FPUC") and Fort Pierce Utilities Authority (hereinafter "FPUA").

Whereas, FPUC owns and operates a certain urgent care center under the name Fort Pierce Urgent Family Care (the "Facilities") at the location listed on Exhibit A;

Whereas, FPUA self-insures its employee health care plan and desires that FPUC provide certain identified health care services to its employees at the Facilities for a fixed rate per visit; and

Whereas the parties are desirous of entering into an agreement that memorializes their understanding as to this arrangement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Services.

(a) FPUC shall provide to FPUA employees and family members who participate in the Health Plan all of the usual and customary health care services offered to the general public at its Facility to include only the specific health care treatment services and products outlined in this section (the "Services"). FPUA employees may schedule appointments for Monday through Friday or "walk in" and wait to be seen any day that the Facility is open. All Services and supplies to be provided shall be at the discretion of and are subject to the professional judgment of FPUC medical staff and shall include only those services listed in Exhibit B.

(b) FPUC will provide non-prescription and prescription medications on the Formulary set forth in Exhibit B. FPUC may add to the list of non-prescription and prescription drugs at any time without notice to FPUA. FPUC may delete items from the list of non-prescription and prescription drugs upon thirty (30) days written notice to FPUA. All non-prescription and prescription drugs shall be subject to availability. FPUC shall use best efforts to stock adequate supplies of non-prescription and prescription drugs. FPUC may substitute another generically equivalent drug for any prescription medications on the Formulary. If, in the professional medical judgment of FPUC medical staff, a determination is made that a drug that is not on the FPUC Formulary is medically appropriate for the patient's condition, the medical staff will provide the patient with a prescription to be dispensed by a pharmacy at the employee's choice and expense.

(c) FPUC will provide the Clinical Laboratory Improvement Amendments (CLIA) waived tests as set forth in Exhibit B. FPUC may add to the list of tests at any time without notice to FPUA. FPUC may delete items from the list of tests upon thirty (30) days written notice to FPUA. All tests shall be subject to availability. FPUC shall use best efforts to stock an adequate supply of tests.

(d) FPUC shall have each FPUA patient who receives care at a Facility sign an authorization allowing FPUC to submit the patient's name and date seen for payment purposes. FPUC shall each month provide to FPUA a report detailing the kinds and quantity of services provided.

2. Staffing and Licensing of Facility.

(a) FPUC will provide at the Facility the staff described in Exhibit C hereto. Staffing of the Facility shall be at FPUC's sole and complete discretion. All medical staff shall be properly licensed to practice their profession and in good standing with their professional licensing board. The medical staff of the Facility shall not practice under any licensing restriction, revocation, or suspension or have any felony convictions.

(b) The Facility will be open from 8:00 a.m. until 8:00 p.m. Monday – Friday and 9:00 a.m. until 5:00 p.m. Saturday and Sunday. The Facility will observe the following holidays:

- (1) New Year's Day
- (2) Easter Sunday
- (3) Memorial Day
- (4) July 4th
- (5) Labor Day
- (6) Thanksgiving
- (7) Christmas Day

(c) The on-site staff provided by FPUC will be licensed by the State of Florida to provide the health care services that they are licensed to provide.

(d) Each dispensing physician shall be registered as such with the Florida Board of Medicine. Prescription drugs shall be obtained from authorized sources.

(e) The Facility shall be licensed to provide the medical Services as required by law.

3. FPUC is not the Exclusive Provider. FPUA employees are free to obtain medical services from whomever they choose, but will be responsible for reimbursing these providers through health insurance or otherwise.

4. Identification of FPUA Employees and Payment.

(a) FPUA shall provide an identification card identifying the patient as an FPUA employee. FPUA shall cause to be surrendered such cards from any employees who are terminated from employment and are no longer qualified to receive FPUA provided care at the Facilities. FPUA shall be responsible for payment for persons who present FPUA identification.

(b) FPUA shall pay FPUC a flat per visit fee of one hundred-sixty (\$160.00) for each time that an employee utilizes the FPUC Facility. The \$160.00 fee includes prescription medications (90-day supply of maintenance medications).

However, if an FPUA employee has to make one additional visit to the Facility for follow up of a laceration repair or incision and drainage of an abscess without complications within ten (10) days of the initial visit, there will be no additional charge for the second visit. FPUC shall submit monthly invoices to the FPUA Third Party Administrator. If an invoice is not paid within thirty (30) days after the date the invoice is received, the amount owed FPUC will bear interest from the date the invoice is received at the maximum rate allowed by law. FPUC shall look solely to the FPUA Third Party Administrator for reimbursement and shall not bill or collect any amount from employees.

5. Warranty.

FPUC shall perform the services required of it under this Agreement with the standards of care, skill, and diligence consistent with (i) recognized and sound medical practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents, and procedures applicable to the services; and (iv) the degree of knowledge, skill, and judgment normally exercised by professional firms in the community wherein the Facility is located with respect to services of a similar nature.

6. Independent Contractor.

FPUC agrees to furnish services under this Agreement as an independent contractor and not as an agent or partner of FPUA. FPUA shall not retain control or direction over FPUC or its employees or the detail, manner, or methods of performance of the Services provided hereunder by FPUC or its employees.

7. Indemnity.

FPUC agrees to protect, defend, and hold FPUA harmless against any liabilities whatsoever, including court costs and attorney's fees related to any claim, pretrial, trial, or appellate proceeding, resulting from or in connection with the provision of Services under this Agreement by FPUC, its employees, or its subcontractors, if such liabilities are due to or caused by the willful act or negligence of FPUC.

8. Insurance.

FPUC will maintain and have in force at all times during the Initial Term and any Renewal Term (see Section 10) the types of insurance and with maximum coverage amounts described in Exhibit D.

9. Force Majeure.

Performance of this Agreement by each party hereto shall be pursued with due diligence in all requirements hereof. However, neither party shall be liable to the other for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for the performance affected and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays.

10. Term and Termination.

The initial term of this Agreement shall be for a period of one (1) year beginning on execution of this Medical Services Agreement (the "Commencement Date"), and ending on December 31, 2013 (the "Initial Term"). Either party may terminate this Agreement with or without cause upon providing sixty (60) days written notice of termination to the other party. This Agreement will automatically renew after the Initial Term for successive terms of one year each (each a "Renewal Term") unless written notice has been given by either party hereto no less than sixty (60) days before the expiration of the Initial Term or the applicable Renewal Term. Prior to the start of each renewal term, the parties shall review the fees set forth in Section 4(b) to negotiate in good faith any increase to the fees for that renewal term. FPUC may either choose to not renew the Agreement or accept the fees in effect at that time for the renewal term.

11. Documentation, Records and Reports.

(a) Incidental to the rendering of services under the terms and conditions of this Agreement, FPUC shall generate documentation, records, and reports which are necessary to the proper rendering of the Services described in Section 1(a). FPUC has the right to send copies of medical records to its corporate Medical Director for quality assurance purposes. FPUC will maintain normal confidentiality procedures in connection therewith.

(b) All medical information, both occupational and non-occupational, stored in FPUC computer files is the property of FPUC, and FPUC shall indemnify and hold harmless FPUA from any alleged breach of confidentiality which results from FPUC's ownership of the computerized medical files and/or unauthorized or illegal publication of information contained in such computerized medical files. Upon termination of this Agreement, FPUC agrees to make a reasonable effort to cooperate with FPUA to provide certain identified medical information that may be contained in FPUC's computer files that may be of use to FPUA relative to the operation of the Facilities and the provision of the Services. Such information may be provided via hard copy or electronic transfer, depending on the nature of the data and the technical requirements to produce electronic media.

(c) FPUA is not entitled to have access to the medical records, as defined by state law and protected health information, as defined by federal law and regulations, maintained by FPUC. FPUC will not provide FPUA with any confidential patient information other than the name and date of visit of the patient without a written authorization signed by the patient or a valid subpoena or court order. FPUC shall maintain all records as required by state and federal law.

12. Assignment. Neither party may assign this Agreement without the express written permission of the other.

13. Compliance with Laws. FPUC shall perform all of its duties hereunder in accordance with all applicable codes, laws, and municipal governmental agencies.

14. Events of Default and Rights and Remedies.

(a) The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:



(1) Default in the payment of any sum becoming due under this Agreement, which default continues ten (10) business days after written notice thereof in accordance with Section 19 hereof.

(2) Default in the performance or observance of any of the non-monetary terms, agreements, covenants or conditions of this Agreement which default continues for thirty (30) days after written notice thereof in accordance with Section 19 hereof; provided that, if such default cannot reasonably be cured within thirty (30) days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within the 30-day period and pursues such cure to a timely conclusion no later than one hundred and twenty (120) days from written notice thereof.

(b) If there is an Event of Default with respect to either party in accordance with this section, then, upon the election of the non-defaulting party, such non-defaulting party may suspend its performance under this Agreement, and may exercise any other rights or remedies it may have at law or in equity.

(c) In the event of litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, including the costs of appeals, from the other party.

15. Law, Forum and Venue. This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law provisions. The venue for all legal proceedings arising out of or relating to this Agreement shall lie exclusively in St. Lucie County, Florida to the exclusion of any other jurisdiction or venue, and each party consents to personal jurisdiction of the State of Florida with respect to all matters arising under or out of this Agreement and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

16. Complete Agreement. This Agreement, including its appendices, is intended as the complete and exclusive statement of the terms of agreement between the parties hereto. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

17. Counterpart Execution. FPUC and FPUA may execute this Agreement in any number of separate counterparts, each of which, when executed and delivered by the parties hereto, shall have the force and effect of an original. All such counterparts shall be deemed to constitute one and the same instrument.



18. Conflicting Terms. In the event that the terms of this Agreement conflict with the terms of any form purchase order or invoice of FPUA or other FPUA form, the terms of this Agreement shall control. FPUA expressly waives any provision in any form purchase order or other form that purports to control over this Agreement.

19. Notice. All notices, demands, requests and other communications hereunder shall be in writing and shall be either: (a) personally delivered (including by means of recognized air courier services utilizing receipts), in which case they shall be effective when delivered (if delivered before 5:00 p.m. on the recipient's business day; if delivered after 5:00 p.m., they shall be effective the next business day); (b) sent by facsimile (so long as the original of such notice, demand, request or other communication is thereafter forwarded to the other party in the normal course of business) in which case they shall be effective when the sender has received facsimile transmission confirmation (if delivered before 5:00 p.m. on the recipient's business day; if delivered after 5:00 p.m. they shall be effective the next business day); or (c) sent by prepaid certified mail, return receipt requested, in which case they shall be effective upon actual receipt. The addresses and facsimile numbers of FPUA and FPUC are as follows (or as shall otherwise be specified by notice given in the manner provided above):

To: Fort Pierce Family Care, Inc.
3851 Virginia Avenue
Fort Pierce, FL 34981

Facsimile: 772-882-4893

Attention: Dr. Jerry Jacobson

=====
To: Fort Pierce Utilities Authority
Director of Utilities
206 S. 6th Street (34950)
P. O. Box 3191
Fort Pierce, FL 34948-3191

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year set forth below.

Signed, sealed, and delivered in the presence of:

FORT PIERCE FAMILY CARE, INC.

BY: [Signature] VP, FPFC, INC
Signature/Officer of Firm (Manual)

JERRY JACOB, VP, FPFC, INC
Name (Typed or Printed)

TITLE: VP, FPFC, INC

STATE OF: FLORIDA

COUNTY OF: ST. LUCIE

The foregoing instrument was acknowledged before me this 12TH day of DECEMBER 2012 by

JERRY JACOB VP, of FPFC, INC
Officer of Firm Title Name of Firm

a FLORIDA corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced FLDLT 212436623770 as identification.

Linda Sue Terblanche
Notary Public



My commission expires

ATTEST: [Signature]
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: [Signature]
Chairman

DATE: 12/18/12

APPROVED AS TO FORM & CORRECTNESS:

BY: [Signature]
Fort Pierce Utilities Authority Attorney

D

EXHIBIT A

FACILITY LOCATION:

Fort Pierce Family Care d/b/a Fort Pierce Urgent Care
3851 Virginia Avenue
Fort Pierce, Florida 34981

Phone: (772) 882-4919

Fax: (772) 882-4893

0

EXHIBIT B

I. SERVICES:

FPUC shall provide all of the services listed below:

- A) Regular primary care visits to FPUC physicians.
- B) Urgent Care visits (includes services usually and customarily provided at Facilities) including:
 - X-Rays
 - Visual Acuity
 - Audiometry
 - Nebulizer Treatments up to Two (2) in a Visit
 - IV Hydration of Less Than One (1) Hour Duration
 - Selected IV/IM Medication
 - Simple Laceration Repairs
 - Initial Fracture Treatment
 - Simple Abscess Treatment
 - Trigger Point Injections
 - Simple Foreign Body Removal of Eye or Skin
 - Simple Lesion Removal
 - Simple Burn Treatment
- C) Occupational medicine visits such as pre-employment.
- D) Annual Health Risk Assessment/Wellness Exam to include:
 - Complete physical examination
 - CBC, CMP, and Lipids.
 - PSA if Male Age Over 40.
 - Thyroid Function if Clinically Indicated.
 - EKG
 - CXR
- E) CLIA Waived Tests:
 - Lab Work
 - Strep Screen
 - Mono Spot
 - Urinalysis
 - Urine Pregnancy
 - Blood Glucose Level
 - Stool Hemocult
- F) Prescription medications shall include those generic drugs listed on the Formulary below. The drugs, quantities and strength shall be based on the professional judgment of the dispensing health care practitioner. FPUC, in the professional judgment of the dispensing health



care practitioner, may dispense up to a three (3) month supply of maintenance medications as listed below to FPUA patients seen at the Facilities. An additional patient visit is required for refills.

II. Formulary:

ANTIBIOTICS

Amoxicillin 250mg/5ml Susp 150ml
Amoxicillin 500mg Capsules #30
Augmentin 500mg Tablets #30
Azithromycin 200mg/5ml Susp 30ml
Azithromycin 250mg Tablets #6
Cephalexin 500mg Capsules #40
Clindamycin HCL 300 mg Capsules #40
Diphenhydramine HCL 50mg Capsules #30
Doxycycline 100mg Tablets #20
Pen VK Tablets 500 mg #30
Sulfameth/Trimeth DS 800/160mg Tablets #20

ANTI-DIABETIC

Glipizide 10mg Tablets #90
Glipizide 5mg Tablets #90
Metformin 1000mg Tablets #90

ANTI-HYPERTENSIVE

Amlodipine 5mg Tablets #90
Amlodipine 10mg Tablets #90
Atenolol 50mg Tablets #90
Clonidine 0.2mg Tablets #90
Clonidine 0.3 mg Tablets #90
Hydrochlorothiazide 25mg Tablets #90
Lisinopril 20mg Tablets #90
Lisinopril 40mg Tablets #90
Lisinopril/HCTZ 20 mg/12.5 mg #90
Metoprolol Tartrate 25mg Tablets #90
Metoprolol Tartrate 50mg Tablets #90
Terazosin 2mg Capsules #90
Terazosin 5mg Capsules #90
Triamterene/HCTZ 37.5/25 Tablets #90

COUGH

Benzonatate 100mg Capsules #20
Phenergan DM Syrup 4oz

ENT

Antipyrine/Benzocaine Otic Solution 15ml
Neo/Poly/B HC Otic Susp 10ml
Neo/Poly/Dex Opth Susp 5 ml
Tobramycin 0.3% Opth Sol 5ml
Trimethoprim Polymyxin B/Sulf Opth Sol 10ml



GASTROINTESTINAL

Dicyclomine 10mg Capsules #40
Omeprazole 20mg DR Capsules #30
Ranitidine HCL 150mg Tablets #30

MENTAL HEALTH

Citalopram 20mg Tablets #90
Fluoxetine 10mg Capsules #90
Paroxetine 20mg Tablets #90

MISCELLANEOUS

Fluconazole 150mg Tablets #1
Phenazopyridine 200mg Tablets #6

PAIN AND INFLAMMATION

Ibuprofen 600 mg Tablets #40
Indocin 50 mg #21
Meloxicam 15mg Tablets #30
Naproxen 375 mg Tablets #40
Orphenadrine Citrate 100mg ER Tablets #30
Oxaprozin 600mg Tablets #30
Prednisone 20 mg #10
Tramadol HCL 50mg Tablets #20

RESPIRATORY

Albuterol Sulf 0.83mg/ml Solution 3ml #25
Fluticasone 50mcg Spray 16 gm #1
Ipratropium Inh 0.02% 2.5ml Solution #25

SKIN CONDITIONS

Betamethasone Val 0.1% Ointment 45gm
HC Cream 2.5% 45gm
Silver Sulfadiazine 1% Cream 50gm
Triamcinolone Acet 0.1% Cream 15gm

THYROID CONDITIONS

Levothyroxine 50mcg Tablets #90
Levothyroxine 75mcg Tablets #90
Levothyroxine 100mcg Tablets #90
Levothyroxine 150mcg Tablets #90

VIRUSES

Acyclovir 200mg Capsules #30



III. EQUIPMENT, SUPPLIES AND CLINIC MANAGEMENT:

FPUC will supply the following equipment:

- Audio Testing and Calibration Equipment (compatible with OHM software)
- Electronic Defibrillator
- Oscopes and Ophthalmoscopes
- Stethoscopes
- Blood Pressure Cuffs
- Oxygen Tanks and Regulators
- Portable Oxygen
- Spirometry Equipment and Printer
- Electronic Thermometer
- Wood's Lamp
- Examination Tables
- IV Stands
- Mayo Stands
- Magnifying Loop
- Breath Alcohol Testing Device
- Scale
- Nebulizer

FPUC will provide:

- Medical supplies as determined by FPUC
- Medical waste disposal
- Laboratory Services to include listed tests only



EXHIBIT C

PERSONNEL STAFFING:

Normal Staffing: One (1) Physician and/or either one (1) Physician Assistant or Nurse Practitioner Monday – Friday 8:00 a.m. – 8:00 p.m.; Saturday – Sunday 9:00 a.m. – 5:00 p.m. FPUC shall have such other staff as it deems necessary.

Holiday Staffing: None



EXHIBIT D

COVERAGE OF INSURANCE:

- Commercial General Liability insurance of at least One Million and No/00 Dollars (\$1,000,000.00) per occurrence/aggregate bodily injury and property damage. FPUA, and its members, officials, officers and employees will be named as an additional insured. The policy must be endorsed to provide FPUA with thirty (30) days written notice of cancellation.
- Every physician practicing at FPUC shall provide evidence of Professional Liability insurance (malpractice) coverage of at least One Hundred Thousand and No/00 Dollars (\$100,000.00) per incident with an aggregate limit of Three Hundred Thousand and No/00 Dollars (\$300,000.00). The policy must be endorsed to provide FPUA with thirty (30) days written notice of cancellation. Alternatively, in lieu of providing Professional Liability insurance, each physician may provide evidence of meeting Florida Statutory financial responsibility requirements.
- Workers' compensation insurance coverage for FPUC employees will be provided by FPUC. The policy must be endorsed to provide FPUA with thirty (30) days written notice of cancellation. The minimum amount of coverage for "Part One" shall be statutory limits. The minimum amount of coverage for "Part Two," Employer's Liability, shall be:

\$100,000 each accident
\$500,000 disease – policy limit
\$100,000 disease – each employee

The insurance provided by FPUC pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by FPUA or FPUA's member, official, officer or employee.

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



City Commission Day Meeting 9:00 AM

10. A.

Meeting Date: 10/13/2025

Re: Resolution No. 25-R65 - Rules of Procedure for Condemnation and Demolition

Submitted For: Shaun Coss (CR), Acting Director of Community Response, Code Enforcement

SUBJECT:

Resolution 25-R65 - Amending the Rules of Procedure for Condemnation and Demolition of Structures.

SUMMARY:

Amendments to the Rules of Procedure for Condemnation and Demolition of Structures to comply with the newly adopted Nuisance Abatement Ordinance and to address issues identified through application of the rules currently adopted.

RECOMMENDATION:

Adopt the Resolution as presented.

ALTERNATIVES:

Amend the Resolution.

RESPONSIBLE STAFF:

Shaun T. Coss, Interim Director of Community Response

COORDINATED WITH:

Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

None

Attachments

Resolution No. 25-R65

EXHIBIT A - RULES OF PROCEDURE FOR CONDEMNATION AND DEMOLITION OF STRUCTURES (clean copy)

EXHIBIT A - RULES OF PROCEDURE FOR CONDEMNATION AND DEMOLITION OF STRUCTURES (red lined edits)

City Attorney's Office Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Shaun Coss (CR)	08/26/2025 12:39 PM
City Manager	Shaun Coss (CR)	08/26/2025 05:47 PM
City Manager	Richard Chess	09/17/2025 03:28 PM
Form Started By: Shaun Coss (CR)		Started On: 08/26/2025 12:24 PM
Final Approval Date: 09/17/2025		

RESOLUTION NO. 25-R65

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE RULES OF PROCEDURE FOR CONDEMNATION AND DEMOLITION OF STRUCTURES**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission established a written set of rules and regulations that defined the administrative process for a structure to be condemned and if necessary, demolished, last updated on April 4, 2022 in Resolution No. 22-R18; and

WHEREAS, on July 1, 2024, the City Commission adopted Ordinance No. 24-012, amending Chapter 24 – Nuisances, Article IV – Buildings and Structures to update the procedures for the condemnation and demolition of structures; and

WHEREAS, a review of these established rules of procedures was conducted to ensure the administrative process was aligned with the changes enacted through such ordinance; and

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

SECTION 1. The Rules of Procedure for Condemnation and Demolition of Structures are hereby amended in order to administer the process for declaring a structure as condemned and ordering its removal as outlined in “Exhibit A”, and Exhibit “A” is approved.

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 2025.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

Approved as to Form
And Correctness:

Sara Hedges
City Attorney

EXHIBIT A

RULES OF PROCEDURE FOR CONDEMNATION AND DEMOLITION OF STRUCTURES

These procedures are established to regulate the condemnation of structures or systems and the subsequent demolition of such structures or systems. These rules are not intended for general enforcement of violations of the Florida Building Code or the International Property Maintenance Code that may result in condemnation of a structure but will not result in its demolition. Additionally, these procedures provide guidance and direction but should not be construed as being all encompassing.

When, in the opinion of the Building Official or Code Official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when there is actual or potential danger to the building occupants or those in the proximity of any structure, in accordance with IPMC Section 112.2, the Building Official or Code Official shall take whatever steps are necessary, up to and including demolition of the structure, to preserve the life, health, and safety of the community. When such action is taken, these procedures for demolition shall commence as soon as reasonably possible after the fact.

These procedures may be suspended with the issuance of a valid building permit that will abate the violations. Failure to comply with the conditions of the building permit will result in the procedures for condemnation and demolition automatically resuming.

All references to the International Property Maintenance Code (IPMC) incorporated herein shall include any future amendments or renumbering that may occur from time to time.

CONDEMNATION PROCEDURE

1. The initial inspection shall be completed by the Building Official or their duly authorized representative.
2. The results of the inspection shall be documented in a Notice of Violation and provide a reasonable time to correct the violations.
3. The Notice of Violation shall comply with the notice requirements outlined in IPMC Section 111.4.
4. An Affidavit of Unsafe Structure shall be completed and may be recorded in the public records of St. Lucie County.
5. A copy of the Notice of Violation and the Affidavit of Unsafe Structure shall be forwarded to the Historic Preservation Officer, or other such individual assigned by the Planning Department to review historic structures.
6. Posting of the property shall be completed in accordance with IPMC 111.7 or as reasonably necessary to notify the occupants or public of the dangers present.
7. If no action is taken by the owner or responsible party to address the violations, and it is the opinion of the Building Department that demolition of the structure is necessary, the matter shall be forwarded to the Code Enforcement Division to initiate the demolition process.

DEMOLITION DETERMINATION

The Code Official in the Department of Community Response shall review all requests for demolition and make a final determination of action to be taken based upon the following:

1. The recommendation from the Building Official, based upon the structure's condition as it relates to the International Property Maintenance Code (IPMC) as adopted by the City Commission on January 3, 2017, and as amended from time to time.
2. Complaints from the public, the Fort Pierce Police Department (FPPD), the City Manager, and/or other agencies.
3. Compliance with the City of Fort Pierce Code of Ordinances Section 24-107 that allows for the removal of any building or structure that constitutes a menace to business, health, or safety, or any building or structure that constitutes a fire hazard which are hereby designated and declared to be a nuisance.

DEMOLITION APPROVAL

1. An Ownership and Encumbrances search shall be completed.
2. If any additional interested parties are identified, a notice shall be provided, including copies of the Notice of Violation and Affidavit of Unsafe Structure, advising them that they have fifteen (15) days to contact the city. Such notice shall be sent by regular mail.
3. A resolution shall be prepared for approval by the City Commission to establish a hearing date.
 - a. All interested parties shall be listed in the resolution.
 - b. No evidence may be submitted or presented in support of this resolution as it is only announcing a hearing date at which time such evidence shall be submitted and reviewed.
 - c. Following the adoption of the resolution establishing the hearing date, a Notice of Hearing and a certified copy of said resolution shall be mailed by registered or certified mail to all parties at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce. Notice issued under this section shall advise the property owner and potential interested parties of their right to be heard on the demolition or to show cause why the demolition should not take place.
4. A resolution shall be prepared for approval by the City Commission to determine whether the structure is unsafe and shall be demolished. The resolution shall comply with the requirements listed in Section 24-107 of the Code of Ordinances.
5. If the City Commission finds cause to support the resolution for demolition and orders demolition, staff shall commence the demolition procedure no sooner than thirty (30) days following adoption of the resolution to allow the owner or other interested party the time to appeal the City Commission's decision.
6. Any person, firm, or corporation having any lien on, or interest in, the property ordered condemned or removed, shall have the right to appeal. However, such appeal shall not operate as a stay of demolition until an appeal bond has been filed with the St. Lucie County Clerk of Court. The amount of the appeal bond shall be set by a Judge of the Circuit Court of St. Lucie County, Florida in an amount sufficient to cover all costs, attorney's fees, and expenses reasonably incurred by the City of Fort Pierce in protecting the public from dangers and damages arising from an incident to the building or structure involved in the said appeal. Provided, however, a writ of error shall

be issued within three (3) days (Sundays excluded) and made returnable within fifteen (15) days from the date of said resolution.

DEMOLITION PROCEDURE

1. If the structure is within a designated historic district, or has otherwise been declared historic, the resolution for demolition approved by the City Commission shall be forwarded to the Historic Preservation Officer for the matter to be placed before the Historic Preservation Board to obtain a Certificate of Appropriateness to have the structure demolished.
2. A Final Notice of Demolition shall be sent regular mail to all interested parties identified in the title search providing for fifteen (15) days to contact the Community Response Department and initiate appropriate action to comply with the Resolution ordering its removal.
3. If the above steps have been completed, no appeal bond has been paid to the Circuit Court, and there are no active permits to address the violations, the matter shall be forwarded to an approved City of Fort Pierce vendor for demolition.
4. The vendor shall obtain a permit for demolition prior to commencing work and is subject to all fees and permit conditions as deemed appropriate by the Building Department.

EXHIBIT A

RULES OF PROCEDURE FOR CONDEMNATION AND DEMOLITION OF STRUCTURES

These procedures are established to regulate the condemnation of structures or systems and the subsequent demolition of such structures or systems. These rules are not intended for general enforcement of violations of the Florida Building Code or the International Property Maintenance Code that may result in condemnation of a structure but will not result in its demolition. Additionally, these procedures provide guidance and direction but should not be construed as being all encompassing.

When, in the opinion of the Building Official or Code Official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when there is actual or potential danger to the building occupants or those in the proximity of any structure, in accordance with IPMC Section 112.2, the Building Official or Code Official shall take whatever steps are necessary, up to and including demolition of the structure, to preserve the life, health, and safety of the community. When such action is taken, these procedures for demolition shall commence as soon as reasonably possible after the fact.

These procedures may be suspended with the issuance of a valid building permit that will abate the violations. Failure to comply with the conditions of the building permit will result in the procedures for condemnation and demolition automatically resuming.

All references to the International Property Maintenance Code (IPMC) incorporated herein shall include any future amendments or renumbering that may occur from time to time.

CONDEMNATION PROCEDURE

~~1. The Code Official in the Community Response Department will review all requests for condemnation and make a final determination of action to be taken based upon the following:~~

- ~~a. The recommendation from the Building Inspector, based upon the structure's condition as it relates to the International Property Maintenance Code (IPMC) as adopted by the City Commission on January 3, 2017 and as amended from time to time.~~
- ~~b. Complaints from the public, the Fort Pierce Police Department (FPPD), the City Manager, and/or other agencies.~~
- ~~c. Compliance with the City of Fort Pierce Code of Ordinances Section 24-107 that allows for the removal of any building or structure that constitutes a menace to business, health, or safety, or any building or structure that constitutes a fire hazard or which is unsightly or does not conform in architecture to adjacent or surrounding buildings which are hereby designated and declared to be a nuisance.~~

~~2. If the structure is to be condemned, but can be repaired and does not require demolition, the procedures outlined in Section I—Condemnation with Rehabilitation shall be followed.~~

~~3. If the structure is to be declared unsafe, condemned, and must be removed by demolition, the procedures outlined in Section II—Condemnation with Demolition shall be followed.~~

~~4. If the structure is to be condemned due to its adverse impact on the neighborhood and businesses, or any other condition that is not provided for in the IPMC, the procedures outlined in Section III—Condemnation with Declaration of Nuisance and~~

~~Demolition shall be followed.~~

~~5. When, in the opinion of the Building Official or Code Official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the Building Official or Code Official shall take whatever steps are necessary, up to and including demolition of the structure, to preserve the life, health, and safety of the community. When such action is taken, the procedures for demolition outlined in Section II—Condemnation with Demolition shall commence as soon as reasonably possible after the fact.~~

~~6. Any permits for rehabilitation or demolition shall comply with the Historic Preservation requirements in Chapter 111 of the City's Code of Ordinances. A copy of the resolution authorizing demolition shall be attached to any permit application.~~

- ~~1. The initial inspection will be completed by the Building Official or their duly authorized representative.~~
- ~~2. The results of the inspection will be documented in a Notice of Violation and provide a reasonable time to correct the violations.~~
- ~~3. The Notice of Violation must comply with the notice requirements outlined in IPMC Section 111.4.~~
- ~~4. An Affidavit of Unsafe Structure will be completed and may be recorded in the public records of St. Lucie County.~~
- ~~5. A copy of the Notice of Violation and the Affidavit of Unsafe Structure is to be forwarded to the Historic Preservation Officer, or other such individual assigned by the Planning Department to review historic structures.~~
- ~~6. Posting of the property will be completed in accordance with IPMC 111.7 or as reasonably necessary to notify the occupants or public of the dangers present.~~
- ~~7. If no action is taken by the owner or responsible party to address the violations, and it is the opinion of the Building Department that demolition of the structure is necessary, the matter will be forwarded to the Code Enforcement Division to initiate the demolition process.~~

~~SECTION I – CONDEMNATION WITH REHABILITATION~~

~~This section is intended to address properties that have been declared unsafe by the Code Official but are not in such a state of disrepair as to require the demolition or removal of the structure at the time of said declaration. This section may be supplemented by nuisance abatement action provided for in Chapter 24 of the City's Code of Ordinances to properly secure such structure until the repairs have been completed.~~

~~These procedures may be suspended with the issuance of a valid building permit that will abate the violations or a Stipulation of Remediation that clearly outlines the steps required to remedy the violations and a timeline for compliance. The stipulation must be signed by both the interested party and a city representative and be notarized. Failure to comply with the conditions of the building permit or the stipulation will result in the procedures for condemnation and demolition automatically resuming.~~

- ~~1. The property is inspected by the Building Department.~~

- a. ~~A Property Maintenance Inspection Report (PMIR) is completed to include a recommended action to be taken based upon the IPMC.~~
 - b. ~~Date stamped color photographs of the property conditions are taken and attached to the PMIR.~~
 - c. ~~A date stamped Property Card is printed from the Property Appraiser's website.~~
 - d. ~~The file is forwarded to the Community Response Department.~~
2. ~~A Notice of Violation and an Affidavit of Unsafe Building are created.~~
 - a. ~~The Notice of Violation must clearly identify the steps required to remedy all identified violations.~~
 - b. ~~The Notice of Violation must include a statement providing the owner(s) with their right to appeal the decision to the Special Magistrate.~~
3. ~~The Affidavit of Unsafe Building with the attached Notice of Violation is recorded with the St. Lucie County Clerk of Court.~~
 4. ~~The Affidavit of Unsafe Building with the attached Notice of Violation is sent to the Historic Preservation Officer for a determination of the historic status of the property and an Affidavit of Historic Structure Status is completed.~~
 5. ~~A copy of the recorded Affidavit of Unsafe Building with the attached Notice of Violation and the Affidavit of Historic Structure Status are to be sent certified mail, return receipt requested, to all interested parties including the registered owner of title (from the Property Appraiser's card), any registered agent listed with the Division of Corporations, any heirs of estates listed with the St. Lucie County Clerk of Court, and any tenants.~~
 6. ~~If the signed green card is not received within ten (10) business days, or is returned unclaimed or unsigned, the Affidavit of Unsafe Building with the attached Notice of Violation and the Affidavit of Historic Structure Status shall be sent regular mail with an Affidavit of Mailing signed and placed in the file.~~
 7. ~~The property is to be posted with the appropriate Notice of Condemnation in accordance with the posting requirements provided in the IPMC. This may include an order for the structure to be vacated until such repairs have been completed.~~
 8. ~~An Affidavit of Posting shall be signed and placed in the file along with a copy of the posting.~~
 9. ~~Follow up inspections are to be conducted at least bi-annually to determine if additional action is needed.~~
 10. ~~If no action has been initiated after a period of twenty-four (24) months, the Code Official may either forward the property to the Legal Department to initiate foreclosure proceedings or forward the matter to the City Commission for a demolition hearing.~~

SECTION II — CONDEMNATION WITH DEMOLITION

~~This section is intended to address properties that have been declared unsafe by the Code Official but are in such a state of disrepair as to require the timely demolition or removal of the structure.~~

~~These procedures may be suspended with the issuance of a valid building permit that will abate the violations or a Stipulation of Remediation that clearly outlines the steps required to remedy the violations and a timeline for compliance. The stipulation must be signed by both the interested party and a city representative and be notarized. Failure to comply with the conditions of the building permit or the stipulation will result in the procedures for condemnation and demolition automatically resuming.~~

- ~~1. The property is inspected by the Building Department.
 - a. A PMIR is completed to include a recommended action to be taken based upon the IPMC.
 - b. Date stamped color photographs of the property conditions are taken and attached to the PMIR.
 - c. A date stamped Property Card is printed from the Property Appraiser's website.
 - d. The file is forwarded to the Community Response Department.~~
- ~~2. A Notice of Violation and an Affidavit of Unsafe Building are created.
 - a. The Notice of Violation must clearly state that the building has been declared unsafe and must be demolished.
 - b. A time to comply shall be established, determined by the severity of the condition, not to exceed 60 days.
 - c. The Notice of Violation must include a statement providing the owner(s) with their right to appeal the decision to the Special Magistrate.~~
- ~~3. The Affidavit of Unsafe Building with the attached Notice of Violation is recorded with the St. Lucie County Clerk of Court.~~
- ~~4. The Affidavit of Unsafe Building with the attached Notice of Violation is sent to the Historic Preservation Officer for a determination of the historic status of the property and an Affidavit of Historic Structure Status is completed.~~
- ~~5. A copy of the recorded Affidavit of Unsafe Building with the attached Notice of Violation and the Affidavit of Historic Structure Status are to be sent certified mail, return receipt requested, to all interested parties including the registered owner of title (from the Property Appraiser's card), any registered agent listed with the Division of Corporations, any heirs of estates listed with the St. Lucie County Clerk of Court, and any tenants.~~
- ~~6. If the signed green card is not received within ten (10) business days, or is returned unclaimed or unsigned, the Affidavit of Unsafe Building with the attached Notice of Violation and the Affidavit of Historic Structure Status shall be sent regular mail with an Affidavit of Mailing signed and placed in the file.~~
- ~~7. The property is to be posted with the appropriate Notice of Condemnation in accordance with the posting requirements provided in the IPMC. This may include an order for the structure to be vacated until such repairs have been completed.~~
- ~~8. An Affidavit of Posting shall be signed and placed in the file along with a copy of the posting.~~
- ~~9. If no action is taken on the part of the owner or responsible party to address the condemnation within the time provided, the following steps shall be taken:
 - a. A title search is to be conducted to determine if there are any additional interested parties that have not been notified. In the event there are~~

~~interested parties, a Notice of Interest shall be mailed regular US Postal delivery providing fifteen (15) days for the party of interest to contact the City.~~

~~b. An Affidavit of Homestead Exemption Status is signed and placed in the file with a current date stamped Property Card from the Property Appraiser's and a copy of the Tax Card and tax record attached.~~

~~c. A resolution is prepared for approval by the City Commission to establish a date of hearing.~~

~~i. The resolution will be placed on the next available City Commission agenda.~~

~~ii. All interested parties shall be listed in the resolution.~~

~~iii. No evidence will be submitted or presented in support of this resolution as it is only announcing a hearing date at which time such evidence shall be submitted and reviewed.~~

~~iv. Following the adoption of the resolution establishing the hearing date, a Notice of Hearing and a certified copy of said resolution shall be mailed by registered or certified mail to all parties at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce. Notice issued under this section shall advise the property owner and potential interested parties of their right to be heard on the demolition or to show cause why the demolition should not take place.~~

~~d. A resolution to determine whether the structure is unsafe and shall be demolished is prepared for approval by the City Commission. The resolution shall name the owner of record only and in lieu of a specific date, the resolution shall state that the demolition shall comply with the Rules of Procedure as adopted by the City Commission.~~

~~e. Evidence to support the resolution shall be presented and shall include, but is not limited to, the following:~~

~~i. A copy of the recorded Affidavit of Unsafe Building and the Notice of Violation.~~

~~ii. A current copy of the date stamped Property Card from the Property Appraiser's website indicating the current owner of the property and if the property is homesteaded.~~

~~iii. Property Status Statement indicating:~~

~~1. Whether the property is occupied.~~

~~2. Whether there were any prior attempts for rehabilitation or compliance made by the owner.~~

~~3. Whether there are any additional code enforcement actions upon the property.~~

~~4. Whether the property is historic.~~

~~5. The current status of utilities.~~

~~6. Whether there are any building permits or application submittals.~~

~~iv. Color photographs clearly depicting the current condition of the property.~~

~~v. A copy of the PMIR, completed by the Building Inspector.~~

~~vi. Any reports from the FPPD or complaints from the public regarding the property.~~

~~10. If the City Commission finds cause to support the resolution for demolition and orders demolition, staff shall commence the demolition procedure outlined in Section IV—Demolition Procedure no sooner than thirty (30) days following adoption of the resolution to allow the owner or other interested party the time to appeal the City Commission's decision.~~

~~11. Any person, firm, or corporation having any lien on, or interest in, the property ordered condemned or removed, shall have the right to appeal, however, such appeal shall not operate as a stay of demolition until an appeal bond has been filed with the St. Lucie County Clerk of Court. The amount of the appeal bond shall be set by a Judge of the Circuit Court of St. Lucie County, Florida in an amount sufficient to cover all costs, attorney's fees, and expenses reasonably incurred by the City of Fort Pierce in protecting the public from dangers and damages arising from an incident to the building or structure involved in the said appeal. Provided, however, writ of error shall be issued out within three (3) days (Sundays excluded) and made returnable within fifteen (15) days from the date of said resolution.~~

SECTION III—CONDEMNATION WITH DECLARATION OF NUISANCE AND DEMOLITION

~~This section is intended to address properties that do not match the criteria to be declared unsafe by the IPMC, but due to their condition constitute a menace to the business, health, or safety of the community, and abatement by demolition is necessary to remedy this nuisance. Such conditions include, but are not limited to, abandonment, repetitive calls to the FPPD for illegal activities, and complaints from the public.~~

~~These procedures may be suspended with the issuance of a valid building permit that will abate the violations or a Stipulation of Remediation that clearly outlines the steps required to remedy the violations and a timeline for compliance. The stipulation must be signed by both the interested party and a city representative and be notarized. Failure to comply with the conditions of the building permit or the Stipulation of Remediation will result in the procedures for condemnation and demolition automatically resuming.~~

~~1. The property is declared a nuisance.~~

~~a. Action is initiated by a written request from the City Manager, the FPPD, or copies of repetitive complaints from the public received by the Community Response Department identifying conditions that constitute a nuisance.~~

~~b. Date stamped color photographs of the property conditions are taken and attached to the complaint.~~

~~c. A date stamped Property Card is printed from the Property Appraiser's website.~~

~~2. A Declaration of Nuisance complying with Chapter 24 of the Code of Ordinances to declare the property a nuisance is created.~~

~~a. The Declaration of Nuisance must clearly identify the steps required to remedy all identified violations.~~

~~b. The Declaration of Nuisance must include a statement providing the owner(s) with their right to appeal the decision to the Special Magistrate.~~

~~3. The Declaration of Nuisance is recorded with the St. Lucie County Clerk of Court.~~

~~4. The Declaration of Nuisance is sent to the Historic Preservation Officer for a determination of the historic status of the property and an Affidavit of Historic Structure Status is completed.~~

~~5. A copy of the recorded Declaration of Nuisance and the Affidavit of Historic Structure Status are to be sent certified mail, return receipt requested, to all interested parties including the registered owner of title (from the Property Appraiser's card), any registered agent listed with the Division of Corporations, any heirs of estates listed with the St. Lucie County Clerk of Court, and any tenants.~~

~~6. If the signed green card is not received within ten (10) business days, or is returned unclaimed or unsigned, the Declaration of Nuisance and the Affidavit of Historic Structure Status shall be sent regular mail with an Affidavit of Mailing signed and placed in the file.~~

~~7. The property is posted in compliance with Chapter 24 of the Code of Ordinances advising all interested parties that the property is being declared a nuisance and an Affidavit of Posting is placed in the file.~~

~~8. If no action is taken on the part of the owner or responsible party to address the condemnation within the time provided, the following steps shall be taken:~~

~~a. A title search is to be conducted to determine if there are any additional interested parties that have not been notified. In the event that there are interested parties, a Notice of Interest shall be mailed regular US Postal delivery providing fifteen (15) days for the interested party to contact the City.~~

~~b. An Affidavit of Homestead Exemption Status is signed and placed in the file with a current copy of the date stamped Property Card from the Property Appraiser's website and a copy of the Tax Card and tax record attached.~~

~~c. Obtain a Certificate of Appropriateness in compliance with Chapter 111 of the City's Code of Ordinances.~~

~~d. A resolution is prepared for approval by the City Commission to establish a date of hearing.~~

~~i. The resolution will be placed on the next available City Commission agenda.~~

~~ii. All interested parties shall be listed in the resolution.~~

~~iii. No evidence will be submitted or presented in support of this resolution as it is only announcing a hearing date at which time such evidence shall be submitted and reviewed.~~

~~iv. Following the adoption of the resolution establishing the hearing date, a Notice of Hearing and a certified copy of said resolution shall be mailed by registered or certified mail to all parties at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce. Notice issued under this section shall advise the property owner and potential interested parties of their right to be heard on the demolition or to show cause why the demolition should not take place.~~

~~9. A resolution to declare the property a nuisance, condemn the structure, and demolish the structure is prepared for approval by the City Commission. The resolution shall name the owner of record only, and in lieu of a specific date, the resolution shall state that the demolition shall comply with the Rules of Procedure as adopted by the City Commission.~~

~~a. Evidence to support the resolution shall be presented and shall include, but is not limited to, the following:~~

~~i. A copy of the recorded Declaration of Nuisance.~~

~~ii. A current copy of the date stamped Property Card from the Property Appraiser's website indicating the current owner of the property and if the property is homesteaded.~~

~~iii. A Property Status Statement indicating:~~

~~1. Whether the property is occupied.~~

~~2. Whether there were any prior attempts for rehabilitation or compliance made by the owner.~~

~~3. Whether there are any additional code enforcement actions upon the property.~~

~~4. Whether the property is historic and the status of the Certificate of Appropriateness.~~

~~5. The current status of utilities.~~

~~6. Whether there are any building permits or application submittals.~~

~~iv. Color photographs clearly depicting the current condition of the property.~~

~~v. Any reports from the FPPD or complaints from the public regarding the property.~~

~~10. If the City Commission finds cause to support the resolution finding the property a nuisance, condemns the structure, and orders demolition, staff shall commence the demolition procedure outlined in Section IV—Demolition Procedure no sooner than thirty (30) days following adoption of the resolution to allow the owner or other interested party the time to appeal the Commission's decision.~~

~~11. Any person, firm, or corporation having any lien on, or interest in, the property ordered condemned or removed, shall have the right to appeal, however, such appeal shall not operate as a stay of demolition until an appeal bond has been filed with the St. Lucie County Clerk of Court. The amount of the appeal bond shall be set by a Judge of the Circuit Court of St. Lucie County, Florida in an amount sufficient to cover all costs, attorney's fees, and expenses reasonably incurred by the City of Fort Pierce in protecting the public from dangers and damages arising from an incident to the building or structure involved in the said appeal. Provided, however, writ of error shall be issued out within three (3) days (Sundays excluded) and made returnable within fifteen (15) days from the date of said resolution.~~

DEMOLITION DETERMINATION

The Code Official in the Department of Community Response will review all requests for demolition and make a final determination of action to be taken based upon the following:

1. The recommendation from the Building Official, based upon the structure's condition as it relates to the International Property Maintenance Code (IPMC) as adopted by the City Commission on January 3, 2017 and as amended from time to time.
2. Complaints from the public, the Fort Pierce Police Department (FPPD), the City Manager, and/or other agencies.

3. Compliance with the City of Fort Pierce Code of Ordinances Section 24-107 that allows for the removal of any building or structure that constitutes a menace to business, health, or safety, or any building or structure that constitutes a fire hazard which are hereby designated and declared to be a nuisance.

DEMOLITION APPROVAL

1. An Ownership and Encumbrances search will be completed.
2. If any additional interested parties are identified, a notice shall be provided, including copies of the Notice of Violation and Affidavit of Unsafe Structure, advising them that they have fifteen (15) days to contact the city. Such notice will be sent by regular mail.
3. A resolution is prepared for approval by the City Commission to establish a hearing date.
 - a. All interested parties shall be listed in the resolution.
 - b. No evidence will be submitted or presented in support of this resolution as it is only announcing a hearing date at which time such evidence shall be submitted and reviewed.
 - c. Following the adoption of the resolution establishing the hearing date, a Notice of Hearing and a certified copy of said resolution shall be mailed by registered or certified mail to all parties at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce. Notice issued under this section shall advise the property owner and potential interested parties of their right to be heard on the demolition or to show cause why the demolition should not take place.
4. A resolution is prepared for approval by the City Commission to determine whether the structure is unsafe and shall be demolished. The resolution shall comply with the requirements listed in Section 24-107 of the Code of Ordinances.
5. If the City Commission finds cause to support the resolution for demolition and orders demolition, staff shall commence the demolition procedure no sooner than thirty (30) days following adoption of the resolution to allow the owner or other interested party the time to appeal the City Commission's decision.
6. Any person, firm, or corporation having any lien on, or interest in, the property ordered condemned or removed, shall have the right to appeal. However, such appeal shall not operate as a stay of demolition until an appeal bond has been filed with the St. Lucie County Clerk of Court. The amount of the appeal bond shall be set by a Judge of the Circuit Court of St. Lucie County, Florida in an amount sufficient to cover all costs, attorney's fees, and expenses reasonably incurred by the City of Fort Pierce in protecting the public from dangers and damages arising from an incident to the building or structure involved in the said appeal. Provided, however, writ of error shall be issued out within three (3) days (Sundays excluded) and made returnable within fifteen (15) days from the date of said resolution.

SECTION IV – DEMOLITION PROCEDURE

1. If the structure is within a designated historic district, or has otherwise been declared historic, the resolution for demolition approved by the City Commission is forwarded to the Historic Preservation Officer for the matter to be placed before the Historic Preservation Board to obtain a Certificate of Appropriateness to have the structure demolished.

~~A Final Notice of Demolition is sent regular mail to all interested parties identified in the title search providing for fifteen (15) days to contact the Community Response Department and initiate appropriate action to address the condition(s) that created the declared nuisance.~~

2. A Final Notice of Demolition is sent regular mail to all interested parties identified in the title search providing for fifteen (15) days to contact the Community Response Department and initiate appropriate action to comply with the Resolution ordering its removal.

~~If the above steps have been completed, no appeal bond has been paid to the Circuit Court, there are no active permits to address the violations, and there is no active Stipulation for Remediation, the matter will be forwarded to an approved City of Fort Pierce vendor for demolition.~~

~~a. The vendor will apply for a demolition permit with the Building Department.~~

~~b. The vendor will submit an estimate of costs to the Community Response Department for approval.~~

~~c. Upon approval by the Community Response Department and issuance of the demolition permit, the structure shall be demolished, and the site shall be properly graded and sodded.~~

~~d. A request for payment is sent to the Finance Department for the City of Fort Pierce so an invoice for the amount due can be generated and sent to the owner of record.~~

~~e. If the amount due to the City is not paid within thirty (30) days, a lien is placed upon the property and recorded with the St. Lucie County Clerk of Court in accordance with applicable Florida law.~~

3. If the above steps have been completed, no appeal bond has been paid to the Circuit Court, and there are no active permits to address the violations, the matter will be forwarded to an approved City of Fort Pierce vendor for demolition.
4. The vendor will obtain a permit for demolition prior to commencing work and is subject to all fees and permit conditions as deemed appropriate by the Building Department.



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

TO: PEGGY ARRAIZ, CODE COMPLIANCE MANAGER, CODE ENFORCEMENT
FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**
THROUGH: SARA HEDGES, CITY ATTORNEY *SH*
RE: REVIEW OF 2025 RULES OF PROCEDURE FOR CONDEMNATION AND DEMOLITION
CAO RLS FILE: 25-224
DATE: AUGUST 5, 2025

I have reviewed the request for legal services related to the resolution revising the Rules of Procedure for Condemnation and Demolition. Redlined and clean copies of the Resolution are attached. For the Rules of Procedure, I have included a redlined copy for you to track changes made by this office, a redlined copy for the Commission to track changes between the 2022 and 2025 procedures (with strike throughs and underlines of any text changes), and a clean copy. The clean copies are approved as to form and correctness.

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

Thank you.

City Commission Day Meeting 9:00 AM

10. B.

Meeting Date: 10/13/2025

Re: Resolution 25-R71 Appointing Chase Whitaker to the City of Fort Pierce Parking Committee as Commissioner Broderick's appointee.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R71 Appointing Chase Whitaker to the City of Fort Pierce Parking Committee as Commissioner Broderick's appointee.

SUMMARY:

Doris Tillman resigned as Commissioner Broderick's appointee, thus leaving a vacancy

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Michael Broderick

Attachments

25-R71
Application

Form Review

Form Started By: Tina Rel
Final Approval Date: 10/02/2025

Started On: 10/02/2025 02:23 PM

RESOLUTION NO. 25-R71

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

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Parking Committee which was established via Resolution No. 19-R45; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

<u>Name</u>	<u>Appointed by</u>	<u>Term Expires</u>
Chase Whitaker	Commissioner Broderick	12/7/2026

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

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

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA HEDGES, CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #23238

Date Submitted: 10/22/2024

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

Chase Whitaker Sunrise Theater, Planning Board, Parks Advisory, Parking Committee and Keep Fort Pierce Beautiful Board

Name:*

Chase Whitaker

Home Address:*

3315 N Columbia Square way

City:*

Fort pierce

State:*

FL

Zip:*

34982

How long at this address?*

5 years

Telephone Number*

7724949284

If less than two years, provide prior address:

3315 N Columbia Square way

Are you a citizen of the United States? *

Yes

No

Occupation: *

Civics Teacher SLPS

Employer:*

Saint Lucie Public schools

Do you own a business that operates within the City of Fort Pierce?*

Yes

No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

Yes

No

If yes, in which organization and in what capacity?

Fort pierce

Are you employed by a business that is located within the City of Fort Pierce?*

Yes

No

If yes, state the business and location:

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

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate Brokering:*

Yes

No

Finance/Accounting:*

Yes

No

Contracting:*

Yes

No

Land Development:*

Yes

No

Utilities:

Yes

No

Management:*

Yes

No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Resume Attached*

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

Yes

No

If yes, please specify:

Have you ever been convicted of a felony?*

Yes

No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

Yes

No

Referred by:*

Applicant Email Address:*

Date:*

Applicant's Signature:*

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcx@cityoffortpierce.com.

Upload Resume (Optional)

Chase Whitaker RESUME.docx

CHASE R. WHITAKER

3315 Columbia Square Way, Fort Pierce, FL 34982 · 772-494-9284
chaserwhitaker@gmail.com

EXPERIENCE

07/10/2019 – CURRENT

CIVICS TEACHER, ST. LUCIE COUNTY PUBLIC SCHOOLS

LEADERSHIP POSITIONS: K-5 SOCIAL STUDIES TEAM LEAD, 6-8TH SOCIAL STUDIES TEAM LEAD, 7TH GRADE TEAM LEAD, CULTURE LEADERSHIP TEAM,

Developed and delivered engaging civics curriculum, fostering critical thinking and civic awareness among students. - Led interactive discussions on government processes, constitutional principles, and civic responsibilities. - Organized and supervised mock elections, government simulations, and community service projects. - Collaborated with fellow educators to integrate current events and government policies into lessons. Working as a 7th grade Civics teacher where I teach concepts from the declaration of independence to modern political parties and branches of government. Also have received first year teacher of the year in my district. Fine arts Instructor for Band, Drama, Dance departments.

08/10/2012 – CURRENT

MANAGER, LOTUS GUNWORKS OF SOUTH FLORIDA

Successfully managed day-to-day operations of a retail store and gun range, ensuring compliance with federal and state firearm regulations. - Demonstrated strong leadership by supervising a team of 4 employees and providing effective training in firearms safety. - Maintained a safe and welcoming environment for customers, prioritizing education on responsible firearm ownership. - Developed and executed marketing strategies, resulting in 75% increase in customer base and revenue.

06/01/2010 – 08/08/2012

ENVIRONMENTAL MANAGEMENT, TRI-STAR INC.

Team leader. Assisting with clearing invasive plant species both in residential and commercial real estate. Serves as an interpreter for upper management and employees both on and off job sites.

EDUCATION

MAY 2024

MASTERS DEGREE: SOCIAL SCIENCE MAT

UNIVERSITY OF CENTRAL FLORIDA

Core concentrate courses: American Constitutional Law I and II (POS4604), Judicial Process and Politics (POS4284), Political Behavior (POS4204).

MAY 2022

GRADUATE CERTIFICATE INITIAL TEACHER PROFESSIONAL PREPARATION CERTIFICATE. UNIVERISRTY OF CENTRAL FL GRADUATE CERTIFICATE IN TEACHING FOR FLORIDA SCHOOLS

Classes: EDF 6237- Principles of Learning and Introduction to Classroom Assessment . EDG 6415- Principles of Instruction and Classroom Management. EDF 6727- Critical Analysis of Social, Ethical, Legal, and Safety Issues Related to Educ

DECEMBER 2018

BACHELOR OF ARTS: POLITICAL SCIENCE PRE-LAW

UNIVERSITY OF CENTRAL FLORIDA

Core concentrate courses: American Constitutional Law I and II (POS4604), Judicial Process and Politics (POS4284), Political Behavior (POS4204).

DECEMBER 2016

ASSOCIATES OF ARTS

INDIAN RIVER STATE COLLEGE

Classes: Educational Psychology (EDF2005), and Intro to Teaching (EDF2002) to help in a possible career in education.

Classes: American Government (POS1041), and International Relations (INR2002) to help in a possible career in American Law.

CERTIFICATIONS

2023

FLORIDA CIVIC SEAL OF EXCELLENCE | AWARDED BY FLDOE

RECOGNIZES EDUCATORS WHO EXCEL IN PROMOTING CIVIC EDUCATION AND FOSTERING ENGAGED CITIZENSHIP. DEMONSTRATES A COMMITMENT TO EQUIPPING STUDENTS WITH A STRONG UNDERSTANDING OF GOVERNMENT PROCESSES, CIVIC RESPONSIBILITIES, AND COMMUNITY ENGAGEMENT. REFLECTS A DEDICATION TO INSPIRING INFORMED, RESPONSIBLE, AND ACTIVE CITIZENS FOR THE BETTERMENT OF SOCIETY. SIGNIFIES ACHIEVEMENT OF RIGOROUS STANDARDS IN CIVIC EDUCATION AND A PROVEN ABILITY TO INSTILL A SENSE OF CIVIC DUTY IN STUDENTS.

MAY 2022

INITIAL TEACHER PROFESSIONAL PREPARATION CERTIFICATE.

UNIVERISRTY OF CENTRAL FL

Graduate Certificate in teaching for Florida Schools: Social Studies grades 5-9 (Civics)

JULY 2019

FLORIDA EDUCATION CERTIFICATE. FL DEPARTMENT OF EDUCATION

Certificate in teaching: Social Studies grades 5-12 (Civics)

JANUARY 2015

LEVEL II ARCHERY INSTRUCTOR, TEAM USA. USA ARCHERY

Safe Sport training in: Emotional and Physical misconduct, Mandatory Reporting, and Sexual Misconduct Awareness Education. USA Olympic team certified instructor.

SKILLS

- **Curriculum Development.**
- **Government Partnerships.**
- **Civic Engagement Initiatives.**
- **Professional Associations.**
- **Workshops and Training.**
- **Student Clubs.**
- **Student Competitions.**
- **Public Speaking.**
- **Professional Development Initiatives.**
- **Government Visits.**
- **Community Involvement.**
- **Innovative Teaching Approaches.**

ACTIVITIES

- **Curriculum Development:** involvement in designing and enhancing social studies curriculum that aligns with government standards and promotes civic understanding.
- **Government Partnerships:** collaborations with government agencies or officials to integrate real-world examples and case studies into MY teaching.

- **Civic Engagement Initiatives:** projects i've led to encourage students' active participation in community service, government simulations, or mock elections.
- **Professional Associations:** memberships in relevant education or social studies associations. I have a commitment to staying updated with the latest teaching methods and policies.
- **Workshops and Training:** workshops, conferences, or training sessions attended related to social studies education, government policies, or civic engagement.
- **Student Clubs:** clubs like Model United Nations, Debate Club, or Civic Action Club, fostering students' interest in government and social issues.
- **Student Competitions:** students have participated in government-related competitions, such as mock trials or civics contests.
- **Public Speaking:** presentations or talks about civic education at conferences, community events, or school meetings, mention your public speaking experience.
- **Government Visits:** organized field trips to government institutions, legislative sessions, or local government offices, and hands-on learning experiences .
- **Community Involvement:** community projects, volunteer work, or partnerships that have helped connect my students with local government and civic organizations.
- **Innovative Teaching Approaches:** methods I have used to engage students in understanding government processes, policy debates, or historical events

City Commission Day Meeting 9:00 AM

11. A.

Meeting Date: 10/13/2025

Re: Comp Plan EAR Outreach Presentation to City Commission

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Treasure Coast Regional Planning Council (TCRPC) presentation of findings, recommendations, and public input from the Comprehensive Plan Evaluation & Appraisal Review (EAR) public outreach to date to the City Commission to generate further discussion and recommendations; this presentation is informational only.

Attachments

Presentation

Form Review

Form Started By: Vennis Gilmore
Final Approval Date: 07/20/2025

Started On: 07/18/2025 04:47 PM

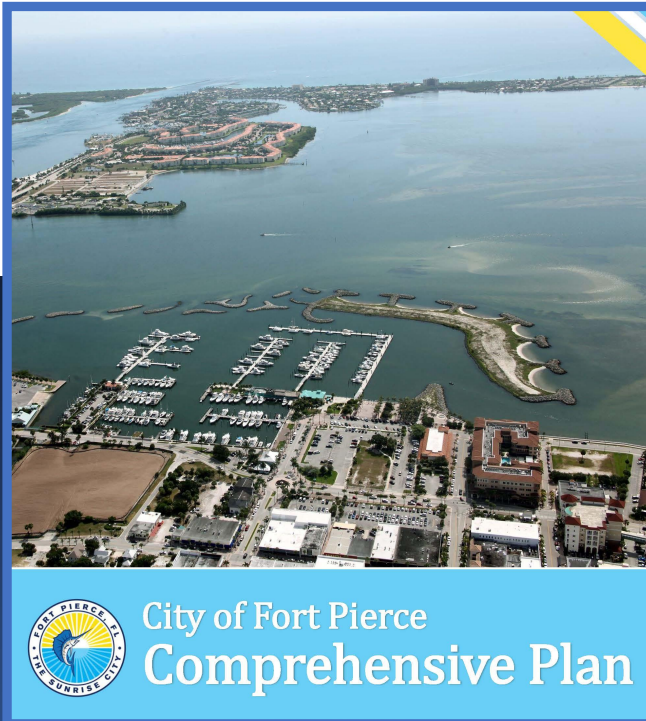


*Evaluation and Appraisal Review of the
City's Comprehensive Plan
Outreach Update*

*October 13, 2025
Treasure Coast Regional Planning Council*

What is a Comprehensive Plan?

- Defines the Community's Long-term vision
- Protects Assets and Natural Resources
- Recognizes Community's Goals and Objectives
- Guides Decision-Making
- Guides Implementation of Community Vision
- Defines How to Resolve and Avoid Conflicts and Impacts



blueprint for guiding future development and growth while considering the community's needs and the environment

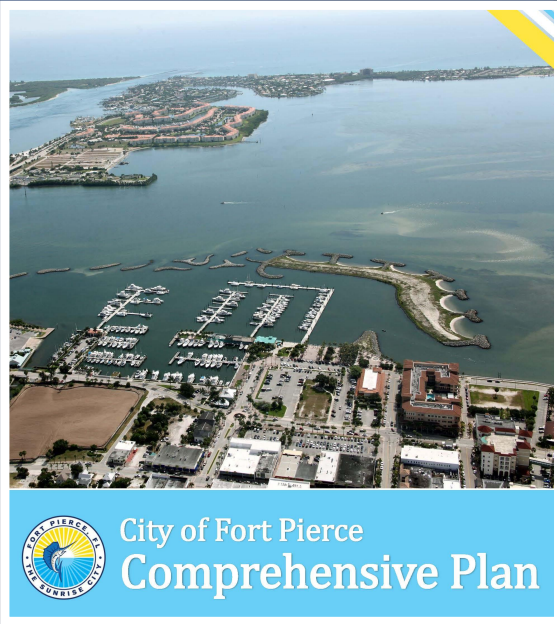
Why Have a Plan?

- Ensure Fiscal Responsibility
- Plan for Current and Future Needs
- Create Certainty for Future Development
- Protect Private Property Rights
- Support Economic Development
- Maintain Quality of Life
- Be Sustainable and Resilient

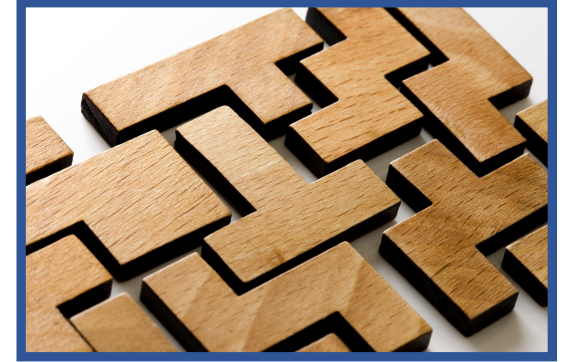
Hope is NOT a Plan!!!



Elements In Comprehensive Plan



1. Future Land Use
2. Transportation
3. Infrastructure
4. Conservation
5. Coastal Management
6. Housing
7. Recreation and Open Space
8. Intergovernmental Coordination
9. Capital Improvements
10. Public Facilities Management
11. Public School Facilities
12. Property Rights



It is not just about planning – all elements work together

Evaluation and Appraisal Review Process (EAR)

- Identify Issues of Local Concern
- Public Outreach Process to Learn about Other Issues Important to the Community
- Update the **Data, Goals, Objectives, and Policies** to be consistent with Legislative Changes (keeping in mind the Community's Vision)



Evaluating the Plan is Important – Conditions Change!

7

What Local Issues Need to be Addressed?



What Local Issues Need to be Addressed?



Identified through Stakeholder Interviews, Public Survey, and Workshops:

- Rational Boundary
- Strategic Annexation
- Consider Infrastructure in all Decisions
- Proper Development of Proper Uses in the Proper Places
- Mixed Use – 70% Commercial and 30% Residential
- Protect Rural Land and Agriculture
- Ensure Zoning and Land Use is Consistent and Right
- Clean up City
 - Main Corridors
 - Private Property
 - *Our City. Our Responsibility.*
- Support Small Businesses
- Address Housing Needs
- “Up Our Transportation Game”
- Protect Coastal Areas – Resiliency/Mitigation
- Involve Youth
- Intergenerational Balance

To name a few...

Public Outreach Schedule

- ✓ *Public Survey Launched: July 24, 2025*
- ✓ *Public Workshop #1 – August 6, 2025*
- ✓ *Public Workshop #2 – October 9, 2025*
- *City Council/LPA – October 13, 2025*
- ❖ *Meet with Youth Council*



CITY OF FORT PIERCE COMPREHENSIVE PLAN WORKSHOPS

HELP SHAPE THE FUTURE OF FORT PIERCE

JOIN US AT A COMMUNITY WORKSHOP TO LEARN ABOUT THE CITY OF FORT PIERCE'S COMPREHENSIVE PLAN – OUR ROADMAP FOR GROWTH, DEVELOPMENT, AND PRESERVATION. SHARE YOUR IDEAS, ASK QUESTIONS, AND HELP GUIDE THE CITY'S VISION FOR THE NEXT 7 YEARS.



LEARN MORE

TWO WORKSHOPS AVAILABLE

LOCATION: RIVER WALK CENTER
600 N. INDIAN RIVER DRIVE

TIME: 5 PM - 7 PM

DATES: AUGUST 6, 2025 AND
OCTOBER 9, 2025



CALL FOR MORE INFORMATION
772.467.3737

Legislative Consistency



- Review Florida Statutes and Compare with all Comprehensive Plan Elements to Ensure Consistency
- Identify Areas that Need to be Updated
- Ensure Local Concerns are Addressed

Community Planning Act Chapter 163, Part II, Florida Statutes

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—(1) The comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements. These principles and strategies shall guide future decisions in a consistent manner and shall contain programs and activities to ensure comprehensive plans are implemented.

We Will Make Recommendations for Revisions to the Goals, Objectives, and Policies

2025 Legislative Changes

(Just one example...)



SB 180-EMERGENCIES

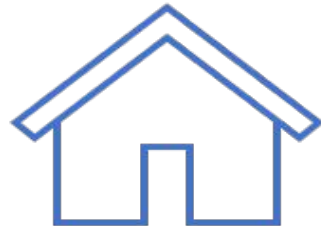
Prohibits counties and municipalities that were listed in the Federal Disaster Declarations for hurricanes Debby, **Milton** or Helene, from enacting construction moratoriums on storm-damaged properties or **more “restrictive or burdensome” comprehensive plan amendments, land development regulations** or procedures related to development approvals from August 1, 2024 through October 1, 2027.



Data and Analysis



Population



Housing



Water
Supply



Roads



Schools



Coastal
Management

Community Planning Act Chapter 163, Part II, Florida Statutes

163.3177(5)(a) Each local government comprehensive plan must include at least **two planning periods, one covering at least the first 10-year period occurring after the plan's adoption and one covering at least a 20-year period.** Additional planning periods for specific components, elements, land use amendments, or projects shall be permissible and accepted as part of the planning process.

Next Steps

- Begin Updating Data and Analysis
- Update Map Series
- Review Each Element in Plan for Necessary Legislative Updates
- Bring to City Planning Board
- Transmittal Hearing – City Commission by **January 29, 2026**

Stephanie Heidt, AICP
Deputy Executive Director
772.221.4060 sheidt@tcrpc.org



City Commission Day Meeting 9:00 AM

11. B.

Meeting Date: 10/13/2025

Re: Succession Planning Presentation

Submitted For: Jared Sorensen, Human Resources Manager, Administrative Services

SUBJECT:

Succession Planning Presentation

SUMMARY:

Update for Strategic Plan action item.

RECOMMENDATION:

N/A

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Human Resources Manager

COORDINATED WITH:

Department Directors

Fiscal Impact

OTHER INFORMATION:

No fiscal impact identified at this time.

Attachments

Presentation

Form Review

Inbox

Deputy City Manager Admin Services

City Manager

Form Started By: Jared Sorensen

Final Approval Date: 10/06/2025

Reviewed By

Devoshay Johnson

Richard Chess

Date

10/03/2025 01:05 PM

10/06/2025 04:19 PM

Started On: 10/03/2025 11:30 AM

City of Fort Pierce, Florida

Management Succession Plan Overview

Administrative Services Department
Division of Human Resource Management



What is succession planning and why is it important?

Succession planning is the process of identifying key positions within an organization and creating a talent pool of employees, by preparing them to fill vacancies as others retire or move on. A successor employee is one with the knowledge, skills, and abilities to fill a vacant position until a permanent replacement can be identified.



Assessing Current & Future Needs

- **Inventory Key Positions:** Identify critical roles and hard to fill positions.
- **Risk Assessment:** Identify which positions are most at risk due to retirement:
 - Drop Participants.
 - Employees within 5 years of retirement age (60).
 - Employees with 20 or more years of service.



Identify and Develop Employees

- **Internal Talent Assessment:** Perform an assessment on current staff for potential to fill key positions on either a short-term or long-term basis.
- **Knowledge, Skills and Abilities (KSA) Forecasting:** Evaluate future knowledge, skills and abilities needed based on evolving City goals and challenges.
- **Create Development Plans:** Create individual plans that include:
 - Mentorship/Coaching with current leaders.
 - Rotational assignments across divisions/departments.
 - Formal training (i.e. mandatory City leadership training series).
 - Knowledge capture & transfer.



Formalize Succession Policies

- **Succession Policy:** Establish clear policies for filling vacancies (temporary and permanent).
- **Emergency Succession Plan:** Identify who steps in during unplanned absences or unexpected employee departures.
- **Equity Goals:** Ensure equity in employee development and promotion.



Monitor & Update the Plan

- **Regular Review:** Update annually to reflect changes in staffing and City goals.
- **Leadership Readiness:** Track progress of potential successors and reassess development needs.
- **Communication:** Maintain transparency while managing expectations of staff.



Key Components of Succession Planning

Assessing Current & Future Needs

- Inventory Key Positions: Identify critical roles and hard to fill positions.
- Risk Assessment: Identify which positions are most at risk due to retirement:
 - Drop Participants.
 - Employees within 5 years of retirement age (60).
 - Employees with 20 or more years of service.



Identify and Develop Employees

- Internal Talent Assessment: Perform an assessment on current staff for potential to fill key positions on either a short-term or long term-basis.
- Knowledge, Skills and Abilities (KSA) Forecasting: Evaluate future knowledge, skills and abilities needed based on evolving City goals and challenges.
- Create Development Plans: Create individual plans that include:
 - Mentorship/Coaching with current leaders.
 - Rotational assignments across divisions/departments.
 - Formal training (i.e. mandatory City leadership training series).
 - Knowledge capture & transfer.



Formalize Succession Policies

- Succession Policy: Establish clear policies for filling vacancies (temporary and permanent).
- Emergency Succession Plan: Identify who steps in during unplanned absences or unexpected employee departures.
- Equity Goals: Ensure equity in employee development and promotion.



Monitor & Update the Plan

- Regular Review: Update annually to reflect changes in staffing and City goals.
- Leadership Readiness: Track progress of potential successors and reassess development needs.
- Communication: Maintain transparency while managing expectations of staff.

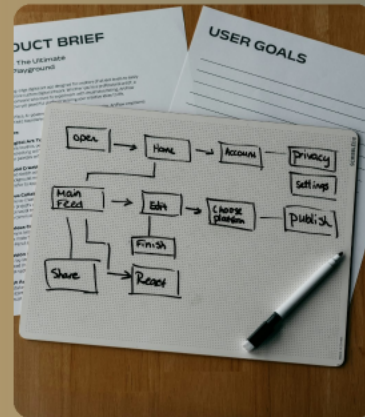


Tools & Resources



Key Position Inventory & Risk Assessment Report

Identify critical roles, hard to fill positions, and positions most at risk for retirement.



Staff Assessment Tool

Require all departments to complete a Staff Assessment Tool for each potential successor.



City Leadership Training

Require all employees who are interested in advancing into management to complete City leadership training.



Learning Management Software

Utilize LMS to track workforce readiness.

Tools & Resources



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Identify critical roles, hard to fill positions, and positions most at risk for retirement.



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Require all employees who are interested in advancing into management to complete City leadership training.



Learning Management Software

Utilize LMS to track workforce readiness.

Implementation Timeline

Proposed timeline of activities in succession planning efforts.

2025 Q4

- Initiate a comprehensive evaluation of critical roles and hard to fill positions across all city departments to identify key positions and their current status.
- Perform risk assessment to identify which positions are at risk due to retirement.
- Roll out Succession Planning Tool to all departments.

2026 Q1

- Department to complete Staff Assessment Tool for each key position identified in their department.
- HR to compile a master Key Position Succession Plan Matrix.
- HR to finalize Leadership Competency Training Series.

2026 Q2

- Implement mandatory Leadership Competency Training Series.
- Implement LMS tracking.
- Implement Mentorship/Coaching program.

2026 Q3

- Complete first review of implemented plan and make any necessary adjustments.
- Provide update to City Commission.

2025 Q4

- Initiate a comprehensive evaluation of critical roles and hard to fill positions across all city departments to identify key positions and their current status.
- Perform risk assessment to identify which positions are at risk due to retirement.
- Roll out Succession Planning Tool to all departments.

2026 Q1

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- Implement mandatory Leadership Competency Training Series.
- Implement LMS tracking.
- Implement Mentorship/Coaching program.

2026 Q3

- Complete first review of implemented plan and make any necessary adjustments.
- Provide update to City Commission.



Challenges Faced

Challenges in succession planning often stem from an organizational culture resistant to change. Additionally, limited financial and human resources can hinder the implementation of effective succession strategies, making it difficult to develop and promote potential leaders.



Opportunities Available

On the other hand, there are significant opportunities available, such as utilizing current internal resources to identify training needs and knowledge gaps and designing programs to meet those needs. Mentorship programs can also play a crucial role in preparing future leaders by providing guidance and support from experienced individuals within the organization.



Thank You!

I want to thank Commission for your support and forward-thinking leadership. Your commitment to strategic planning and investment in succession planning efforts is positioning our City for long-term success.



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City of Fort Pierce, Florida

Management Succession Plan Overview

Administrative Services Department
Division of Human Resource Management



City Commission Day Meeting 9:00 AM

11. C.

Meeting Date: 10/13/2025

Re: Chess Review

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Six-month evaluation of Richard Chess, City Manager

Attachments

Contract

Form Review

Form Started By: Linda Cox
Final Approval Date: 06/09/2025

Started On: 06/09/2025 11:03 AM

EMPLOYMENT AGREEMENT

CITY OF FORT PIERCE
CITY MANAGER
RICHARD D. CHESS

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 17th day of March, 2025 with an effective date of April 2, 2025 (“Effective Date”), by and between the City of Fort Pierce, Florida, a municipal corporation (“City”) and Richard D. Chess (“City Manager”).

WITNESSETH

WHEREAS, pursuant to Article IV of the City of Fort Pierce Charter (“City Charter”), the City desires to secure the services of City Manager as the City Manager for the City; and

WHEREAS, City Manager desires to accept such position; and

WHEREAS, the City and City Manager intend this Agreement to provide certain benefits and establish certain conditions of employment to which City Manager has agreed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. EMPLOYMENT.

City Manager will render full-time professional services to the City in the capacity of the City Manager of the City for the term of five (5) years commencing on the Effective Date. This Agreement shall automatically renew and continue thereafter on a year-to-year basis unless written notice of termination or notice of

non-renewal of this Agreement is given by either party to the other party ninety (90) days prior to the expiration of the existing term.

City Manager agrees he shall devote all of his time, attention, knowledge, and skill, solely and exclusively, to the business and interests of the City of Fort Pierce and the public which it serves. City Manager agrees he will at all times faithfully, industriously, and diligently perform, to the best of his abilities, all duties that may be required of him by virtue of his position as City Manager, including the performance of all duties set forth in the City Charter, Code of Ordinances, Resolutions, other City policies or rules, and State and Federal law, and to perform other legally permissible and proper duties and functions asked or required of him to the reasonable satisfaction of the City Commission. In performing such duties, City Manager further agrees to be subject to and follow the International City/County Management Association (ICMA) Code of Ethics. City Manager agrees to otherwise devote full time and attention to his work as City Manager. Nothing herein shall prohibit City Manager from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from his performance of the terms of this Agreement or performance of his duties as City Manager. In the event City Manager makes formal application for full-time employment elsewhere while serving as City Manager, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

SECTION 2. COMPENSATION.

In consideration for the services as City Manager, City agrees to pay City Manager an annual salary of Two hundred thousand (\$200,000.00) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of City Manager's performance by the City Commission. Upon the mandatory six-month evaluation, City Manager shall be entitled to a minimum 5% salary increase upon a satisfactory performance review by the City Commission. Annual cost of living/salary increases shall be provided to City Manager in the same manner, if any, as non-bargaining employees of the City. Additional salary adjustments for subsequent years of this Agreement may be negotiated between the parties on an annual basis.

The City agrees that it will not, at any time during the term of this Agreement, reduce City Manager's base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the City. This shall not be interpreted to affect disciplinary action against the City Manager. City Manager may be subject to placement on administrative leave, including up to without pay, by the City Commission, as detailed herein.

SECTION 3. PERFORMANCE EVALUATIONS.

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate City Manager's performance as City Manager. These performance evaluations shall

occur during the calendar month of June of each year, and the matter of the performance evaluation shall be placed on the first Day Meeting (formerly known as the Conference Agenda), or as it may hereafter become named, in June of each year of this Agreement. These performance evaluations shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives, as mutually agreed upon by the City Commission and City Manager.

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

SECTION 4. ADDITIONAL BENEFITS.

In addition to the annual compensation specified above, the City agrees to provide City Manager with the following benefits:

- (a) City Manager shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations ("Personnel Rules and Regulations"), or as otherwise authorized by the City Commission, including provisions governing accrual and payment thereof on termination of employment.
- (b) Paid attendance at the ICMA annual conference.

- (c) A car allowance at \$450.00 per month, or such other rate agreed upon by the City Commission.
- (d) A City owned cell phone, which shall be used for City business and purposes.
- (e) Membership dues to professional associations, continuing education, subscriptions, and certification fees for City Manager, in accordance with the usual and customary practice of local governments in Florida, subject to the approval of the City Commission.
- (f) Life Insurance, comprehensive health, and major medical insurance equal to that which is provided to other City employees pursuant to the Personnel Rules and Regulations.
- (f) Retirement benefits as provided to all City employees under the City's defined benefit retirement plan, unless pursuant to Section 2-263 of the Code of Ordinances, City Manager elects to be excluded from membership in the plan and files such election with the retirement board within 30 days of the Effective Date.

SECTION 5. TERMINATION.

- (a) **Generally.** At all times during the term of this Agreement, City Manager shall be deemed an employee-at-will and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:
 - 1. A majority vote of the entire City Commission at a duly authorized

public meeting, with or without cause, at the sole discretion of the City Commission.

2. If the City, its citizens, or legislature amends any provision of the City Charter or Code of Ordinances, substantially changing the form of government directly pertaining to the role, powers, duties, authority, or responsibilities of City Manager as the City Manager, City Manager shall have the right to declare that such amendments constitute termination.
3. If City Manager resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.
 - i. City Manager shall not refuse to submit his resignation upon a formal offer to accept his resignation by the majority of the entire City Commission at a duly authorized public meeting.

(b) **Termination without Cause.** At all times during the term of this Agreement, City Manager shall be deemed an employee-at-will and may be terminated at any time, for any reason, without "Cause". Termination without "Cause" may include, but is not limited to:

1. The loss of confidence in City Manager's ability to perform his duties.
2. Where termination is in the best interests of the City.
3. For the convenience of the City.

4. For any other reason the City Commission deems appropriate.

(c) **Termination with Cause.** At all times during this Agreement, City Manager shall be deemed an employee-at-will and may be terminated at any time for or with "Cause". For purposes of this Agreement, for and with "Cause" shall be understood the same, may be used interchangeably, and shall be defined as any of the following actions by the City Manager, when determined to have occurred in the sole discretion of the City Commission:

1. Willful violation of the provisions of law.
2. Conviction for any felony.
3. Conviction for any misdemeanor involving moral turpitude or dishonesty.
4. Commission of any act or fraud involving or affecting the City, the citizens of Fort Pierce, or the general public.
5. Willful failure to perform the duties of the City Manager.
6. Material breach by City Manager of any duties or obligations under this Agreement and failure to cure such failure or breach within the time given by the City Commission, the amount of which shall be in the sole discretion of the City Commission, after receipt of written notice.
7. Malfeasance, misfeasance, or nonfeasance in the performance of official duties.
8. Incompetence.

9. Insubordination.
10. Violation of the City's Drug-Free Work Place Policy, including illegal use of drugs, hallucinogens, or other substances regulated by State or Federal law.
11. Misconduct, as defined by Section 443.036(29), Florida Statutes, as may be amended from time to time.
12. Violation of Florida's Code of Ethics or any Florida State Statute regarding ethics.
13. Violation of the ICMA Code of Ethics.
14. Violation of the City's Personnel Rules and Regulations.
15. The refusal or failure to submit resignation in the time given by the City Commission upon a formal offer to accept his resignation by the majority of the entire City Commission at a duly authorized public meeting.

SECTION 6. VOLUNTARY RESIGNATION.

In the event City Manager voluntarily resigns his position with the City, City Manager shall provide a minimum of ninety (90) days' written notice to the City Commission, unless the parties agree otherwise.

SECTION 7. SEVERANCE.

- (a) Severance shall be paid to City Manager when employment is terminated without "Cause", as defined in Subsection 5(b) above.

(b) Severance shall not be paid to City Manager when employment is terminated with "Cause", as defined in Subsection 5(c) above.

(c) Severance shall be paid to the City Manager when he resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

(d) Severance shall not be paid when the City Manager voluntarily resigns.

(e) When severance is to be paid pursuant to this Agreement, it shall be paid as follows:

1. City shall continue to pay City Manager his then annual salary for ninety (90) consecutive working days.
2. City shall maintain City Manager's life insurance and major medical insurance coverage paid up and in effect during the time severance is being paid, in the manner provided for in the Personnel Rules and Regulations, at the levels and payment responsibility in effect at the time of the termination.

(f) During any time severance is being paid, City Manager shall not be required to perform any duties for the City nor come to City Hall.

(g) Notwithstanding anything herein to the contrary, pursuant to Section 215.425(4)(a), Florida Statutes, as it may be amended from time to time, City Manager shall not be paid severance:

1. In an amount that exceeds twenty (20) weeks of compensation.

2. If City Manager is terminated due to misconduct, as defined in Section 443.036(29), Florida Statutes, as it may be amended from time to time.

(h) City Manager shall be compensated for any accrued sick leave and vacation time payable upon termination of employment in the amounts and under the conditions set forth in the Personnel Rules and Regulations. The compensation for accrued sick leave and vacation time is not intended to be severance, as it is available to all employees as permitted in the Personnel Rules and Regulations upon termination of employment.

SECTION 8. ATTENDANCE AT MEETINGS.

City Manager shall attend, and participate as required, all duly authorized meetings of the City Commission. Upon written notice to the City Commission of an intended absence from a City Commission meeting, City Manager shall designate an Acting City Manager to attend the City Commission meeting as his designee.

City Manager may be absent from the City during normal working hours and days to attend professional meetings and to attend to such outside professional duties in the city management field as have been mutually agreed upon between the City Commission and City Manager. Attendance at such approved meetings and performance of approved professional duties shall be considered service time and shall not be considered vacation time. The City shall reimburse City Manager for all reasonable expenses incurred by him incident to attendance at approved professional meetings, provided, however, that such

reimbursement is appropriate, within the limits of the City's budget, and permitted under the City Charter, Code of Ordinances, and State and Federal law.

SECTION 9. BEST EFFORTS OF EMPLOYEE.

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

SECTION 10. DISABILITY.

If City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of either eight (8) successive weeks beyond any accrued sick leave or for twenty (20) working days over a sixty (60) working day period, City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 7. However, City Manager shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits as set forth in the Personnel Rules and Regulations.

SECTION 11. RESIDENCY.

City Manager shall within one (1) year of the Effective Date, and at all times thereafter, maintain permanent residency within the city limits of the City of Fort Pierce, Florida, during his term as City Manager. The City will reimburse City Manager up to Ten thousand dollars (\$10,000.00), based upon proof of expenses incurred, for the expense of moving City Manager, City Manager's family, and City Manager's personal property from City Manager's current residence to the City, including packing, moving, truck rental, storage costs, unpacking, and insurance charges, and miscellaneous charges incurred or expended by him in effecting this move, said sum to also be intended to cover temporary housing for City Manager and his family within the City for the period of time between his initial reporting for work on or before the Effective Date and the date he secures permanent housing.

SECTION 12. EMPLOYEE-AT-WILL.

City Manager is an employee-at-will and works at the pleasure of the City who may, at any time and without any showing of cause, to include during the initial five (5) year term of this Agreement, terminate his employment and this Agreement.

SECTION 13. CIVIL LIABILITY CLAIMS.

The City shall defend and save harmless City Manager, but only to the limits of sovereign immunity, against any tort, professional liability claim, or demand or other civil claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of City

Manager's duties as City Manager of the City of Fort Pierce, provided he reports the same to the City Commission and the City Attorney, in writing, within twenty-four (24) hours and he cooperates fully and honestly in the City's defense thereof. However, this covenant shall not apply to:

- (a) Acts outside the scope of City Manager's employment or services.
- (b) Acts committed in bad faith, with malicious purpose, or in a manner exhibiting willful and wanton disregard for human rights, safety, property, or civil rights.
- (c) Acts committed in violation of this Agreement.
- (d) Claims for punitive damages.

The City will have the authority to compromise and settle any such civil claim or suit within the scope of City Manager's employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the City and City Manager shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law. Nothing herein is or shall be interpreted to be a waiver of sovereign immunity or to increase any limits of sovereign immunity pursuant to Section 768.28, Florida Statutes.

SECTION 14. CRIMINAL CONDUCT.

If City Manager is notified by any law enforcement agency or law enforcement officer he is under criminal investigation, he shall notify the City Commission and the City Attorney, in writing, within twenty-four (24) hours of such notification. If City Manager is arrested, issued a criminal traffic citation, or issued a Notice to Appear

for any criminal offense, City Manager shall notify, or cause to be notified, the City Commission and the City Attorney, in writing, within twenty-four (24) hours of such event. The City shall not defend, hold harmless, represent, be responsible for any financial obligations of City Manager, or in any another manner be responsible for City Manager's criminal defense due to his criminal conduct or alleged criminal conduct, whether accused, arrested, convicted, acquitted, or otherwise. The City Commission shall have the sole discretion to place City Manager on administrative leave, with or without pay, upon notification City Manager has been arrested, issued a criminal traffic citation, or issued a Notice to Appear for any criminal offense.

SECTION 15. DISCIPLINARY ACTION.

Any and all disciplinary action against City Manager shall be in the sole discretion of the City Commission. Disciplinary action may include, but is not limited to, a written reprimand, administrative leave (or suspension), with or without pay, and termination. If City Manager is placed on administrative leave (or suspension) with or without pay, City Manager shall not be paid a car allowance, have professional membership fees paid by the City, attend any meetings, conferences, or events on behalf of the City, receive payment or reimbursement for any travel, meetings, conferences, events, food, etc. expenses incurred, or be paid as may otherwise additionally be directed by the City Commission while on administrative leave (or suspension) with or without pay.

SECTION 16. CHOICE OF LAW, JURISDICTION, VENUE.

This Agreement shall be governed by the laws of the State of Florida. Jurisdiction over any dispute arising under this Agreement shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

SECTION 17. WAIVER OF JURY TRIAL.

BOTH CITY AND CITY MANAGER HEREBY KNOWINGLY AND INTENTIONALLY WAIVES THEIR RIGHT TO A TRIAL BY JURY AND ANY ISSUE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY NON-JURY TRIAL.

SECTION 18. INTERPRETATION.

This Agreement has been submitted to the equal review and scrutiny of both parties, and both parties agree the Agreement fairly and accurately sets forth the terms of their agreement. In any dispute between the parties, the Agreement shall be given fair and reasonable interpretation, without consideration or right being given to the fact that it was initially prepared or drafted by any particular party.

SECTION 19. SEVERABILITY.

Each provision of this Agreement is deemed to be separate and divisible. If any provision shall be held invalid, the remaining provisions shall remain in full force and effect.

SECTION 20. AMENDMENT

This Agreement may be amended or modified only by subsequent written agreement or written amendment approved by the City Commission.

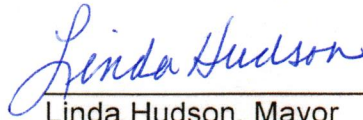
SECTION 21. ENTIRE AGREEMENT.

This Agreement constitutes the complete and final agreement of the parties. No prior or contemporaneous statements of the parties shall be binding or effective, unless set forth herein.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this instrument as of the date first written above.

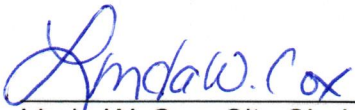
CITY OF FORT PIERCE, FLORIDA:



Linda Hudson, Mayor


Date: 3/18/25

ATTEST:




Linda W. Cox, City Clerk

APPROVED AS TO
FORM AND CORRECTNESS:



Sara K. Hedges, City Attorney

EMPLOYEE, CITY MANAGER:



Richard D. Chess

Date: March 13, 2025