

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, May 5, 2025 - 5:05 p.m.

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

1. **CALL TO ORDER**
2. **OPENING PRAYER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of the minutes of the April 21, 2025 Regular Meeting.
6. **PROCLAMATIONS**
 - a. Haitian American Heritage Month
 - b. National Student Leadership Week
 - c. Family Abduction Awareness Day
7. **LETTERS TO COMMISSION**
8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**
9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

- a. Approval of Hold Harmless Agreement between City of Fort Pierce and Indian River State College regarding the donation of a decommissioned unmarked police vehicle to campus security.
- b. Approve award of the Sunrise Theatre Chiller Replacement to Airstron LLC, Bid 2025-007 to the second lowest bidder, Airstron LLC of Fort Lauderdale, FL in the amount of \$242,320.00.
- c. Approval of Letter of Support to Congressman Brian Mast on behalf of St. Lucie County seeking federal funding for shore protection project.

12. **PUBLIC HEARINGS**

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

- a. Legislative Hearing - Ordinance 25-016 - An ordinance amending the Code of Ordinances of the City of Fort Pierce, Florida, Establishing Chapter 125-Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-328 - Boardinghouses and Roominghouses; to regulate the standards of operation of Boardinghouses and Roominghouses. **SECOND READING.**

13. **CITY COMMISSION**

- a. Resolution 25-R37 Authorizing the Lease of Space in City Hall to Brian Mast, United States Representative
- b. Resolution 25-R38 Appointing Chase Whitaker to the City of Fort Pierce Parks Advisory Committee as Commissioner Broderick's appointee.
- c. Resolution 25-R39 Appointing Susan Garrett to the City of Fort Pierce Historic Preservation Board as Commissioner Broderick's appointee.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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

City Commission Regular Meeting

5. a.

Meeting Date: 05/05/2025

Re: Approval of the minutes of the April 21, 2025 Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the April 21, 2025 Regular Meeting.

Attachments

04.21.2025 Minutes

Form Review

Form Started By: Latoya Ransom
Final Approval Date: 04/24/2025

Started On: 04/24/2025 05:03 PM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, APRIL 21, 2025.

1. CALL TO ORDER

Mayor Hudson called the April 21, 2025 Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Candace Star with C-Star Ministry Inc.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

- a. Approval of the Minutes from the April 07, 2025 Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the April 07, 2025 Regular Meeting.

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

Passed

6. PROCLAMATIONS

- a. Jack Andrews, Years of Service Proclamation

7. LETTERS TO COMMISSION

- a. Letter from the Florida Department of Law Enforcement recognizing Detective David Teitelbaum for his valuable assistance in Operation Safe Highways that led to the successful prosecution of a human trafficking case.
- b. Britta Santana sent an email thanking Leroy Lewis and his team at Solid Waste for their prompt, professional, and courteous handling of recent issues with waste management.

8. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

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

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

Passed

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

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

No comments

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

- a. Approval of travel for Commissioner James Taylor to attend the Corridor Connect Summit 2025 in Lake Buena Vista, Florida, from June 03, 2025, to June 05, 2025, in the amount of \$891.40.
- b. Approval of an additional \$38,000.00 to purchase order 250011 with The Peterbuilt Store-Fort Pierce, FL for refuse truck parts and service.
- c. Approval of expenditure in the amount of \$308,771 to JSR Fueling Technologies, LLC for Fuel Station Improvements.
- d. Approval of Specific Authorization 1 with Architects Design Collaborative, LLC. for design services of the 4th Floor of the Sunrise Center into a functional and attractive meeting and event venue in an amount not to exceed \$22,500.00.
- e. Approval of City Hall Lobby Mural Artist Services Agreement with Sitki Dogan in the amount of \$4,800.00 for a mural located in the lobby of City Hall.
- f. Approval for the Letter of Support for expansion of the Veterans Center at Indian River State College (IRSC).
- g. Approval for the Letter of Support for Indian River State College's (IRSC) Ballistics Innovation and Testing Center.

Commissioner Broderick pulled item 11c.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve items 11a, 11b and 11d -11g of the Consent Agenda.

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

Passed

As to item 11c

Jason Atkinson, Public Works Director commented that funds had been set aside to replace the major components of the fuel station.

The Commission inquired on who would have access, protections in place to prevent personal use, fuel reports, and longevity,

Mr. Atkinson commented on access, prevention of personal use, and reports, and longevity.

City Manager Chess, commented on the monitoring of fuel trend use and access to usage.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve item 11c of the Consent Agenda.

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

Passed

12. PUBLIC HEARINGS

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

- a. Quasi-Judicial Hearing - Review and Approval of an application for a Final Plat by applicant Jerardo Ayala of The Outdoors Quality LLC, to subdivide three (3) parcels into fourteen (14) residential lots; the Mohawk Final Plat is located at the northwest corner of Mohawk Avenue and Bryant Road. Parcel ID(s): 1428-702-0425-000-7, 1428-702-0382-000-3, 1428-702-0050-000-7

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings.

Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed that the City complied with the advertisement and notice requirements.

Ex parte communications

Commissioner Broderick – No
Commissioner Gaines – No
Commissioner Johnson – No
Commissioner Taylor – No
Mayor Hudson – No

City Clerk, Linda Cox, swore in those wanting to speak during the Quasi-Judicial hearing.

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

Staff Presentation:

Kevin Freeman, Planning Director, presented the application for a Final Plat.

RECOMMENDATION:

The proposed Final Plat application adheres to the requirements of the City Land Development Code and the guidelines of the City's Comprehensive Plan. Therefore, Staff recommends that the City Commission APPROVE the Mohawk Final Plat subject to the two (2) conditions:

1. The applicant will supply two (2) Mylars for appropriate signatures prior to the plat being recorded with the St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.
2. Prior to endorsement of the Mylars by the City's reviewing Surveyor, a fully executed St. Lucie County Road Improvement Agreement shall be provided.

Commission Questions of Staff:

The Commission inquired on County requirements, boundaries, and road improvements.

Mr. Freeman commented on County requirements, land use, and road improvements.

Question of the Applicant:

Jerado Ayala, developer, had no questions of Staff and commented on road improvements requested by the County, water and sewer, target market and price point.

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the application for Final Plat with the two staff conditions.

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

Passed

- b. Legislative Hearing - Ordinance 25-016 - An ordinance amending the Code of Ordinances of the City of Fort Pierce, Florida, Establishing Chapter 125-Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-328 - Boardinghouses and Roominghouses; to regulate the standards of operation of Boardinghouses and Roominghouses. FIRST READING.

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

ORDINANCE NO. 25-016

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING CHAPTER 125-ZONING, ARTICLE VII - SUPPLEMENTARY REGULATIONS, DIVISION 1 -GENERALLY, SECTION 125-328 - BOARDINGHOUSES AND ROOMING HOUSES TO REGULATE THE STANDARDS OF OPERATION OF BOARDINGHOUSES AND ROOMINGHOUSES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Kevin Freeman, Planning Director, presented the amendments to the Code of Ordinance to regulate the standards of operation of boarding and rooming houses.

RECOMMENDATION:

Staff recommendation is for the City Commission to APPROVE the proposed zoning text amendments in respect of Boardinghouse and Rooming house uses.

Questions of Staff:

The Board inquired on zoning criteria, current non compliant units, reporting and enforcement, current boarding and rooming house standards, zoning, parking, and

exterior maintenance.

Mr. Freeman commented on compliance, reporting of non compliant properties, standards of safety, zoning and impacts, review of current properties, parking types, and exterior maintenance.

Mayor Hudson opened the public hearing.

Diane Williams-Johnson commented on a rooming house in the Lincoln Park area.

Commissioner Broderick inquired if this would be a Code Enforcement issue.

Mr. Freeman explained Code Enforcement's involvement.

Commissioner Johnson commented that standards are required to protect homeowners and the community.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 25-016.

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

Passed

13. CITY COMMISSION

- a. Resolution 25-R35 appointing Ginetta Bernard and Emily Fingerhut to the Arts and Culture Advisory Board as appointees of the Board.

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

RESOLUTION NO. 25-R35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution No. 25-R35 appointing Ginetta Bernard and Emily Fingerhut to the Arts and Culture Advisory Board.

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

Passed

- b. Resolution 25-R36 accepting City Audit on all funds for the fiscal year ended September 30, 2024, as prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A.

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

RESOLUTION NO. 25-R36

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

Mark Barnes, Auditor, presented the City Audit for the fiscal year ending September 30, 2024.

The Commission commented on operating expenses, adjustment of user fees,

elimination of negative cash flow, and reducing expenses.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R36.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

Bill Abramowicz

15. COMMENTS FROM THE CITY MANAGER

City Manager, Richard Chess, thanked Mr. Barnes and the Finance Department for their work on the City Audit, and commented on the upcoming work on the City budget and expenses.

City Clerk, Linda Cox -No comments

City Attorney, Sara Hedges – No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Johnson commented on the upcoming quarterly clean -up and the restoration of 25th Street, land clearing near the old Garden City School, and a new Fire Board requirement regarding parking garage sprinklers and car fires.

Commissioner Gaines commented on the passing of Mr. Lewis of the St. Lucie Fire Board.

Mayor Hudson commented on the Legislature and various bills that are critical.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 7:21 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

6. a.

Meeting Date: 05/05/2025

Re: Haitian American Heritage Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Haitian American Heritage Month

Attachments

Haitian American Heritage Month

Form Review

Form Started By: Latoya Ransom

Started On: 01/30/2025 01:31 PM

Final Approval Date: 01/30/2025

WHEREAS, the vibrant and rich culture of Haiti has made significant contributions to the diversity and heritage of our society; and

WHEREAS, the people of Haiti have demonstrated resilience, creativity, and strength in the face of adversity, inspiring generations with their demonstration and spirit; and

WHEREAS, Haitian Heritage Month provides an opportunity to celebrate and honor the achievements, history, and traditions of the Haitian community; and

WHEREAS, the celebration of Haitian Heritage Month serves as a reminder of the importance of cultural diversity and the contributions of Haitian Americans to our nation.

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

Haitian Heritage Month

in the City of Fort Pierce and encourage our citizens to join in celebrating the rich culture, history, and heritage of Haiti and to recognize the valuable contributions of the Haitian community to our society.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 5th day of May 2025.

MAYOR/COMMISSIONER

City Commission Regular Meeting

6. b.

Meeting Date: 05/05/2025

Re: National Student Leadership Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Student Leadership Week

Attachments

National Student Leadership

Form Review

Form Started By: Latoya Ransom

Started On: 04/15/2025 09:35 AM

Final Approval Date: 04/15/2025



CITY OF FORT PIERCE, FLORIDA



PROCLAMATION

WHEREAS, schools sponsor student leadership activities in order to provide students with vital experience in exercising a voice in matters of common concern, reconciling diverse interests, and selecting leaders; and

WHEREAS, student leaders are a positive influence on their peers, modeling good character and scholarship in and out of the classroom, and serve as change agents to improve the overall climate and academic performance levels of their schools; and

WHEREAS, student leaders do not automatically develop sound leadership skills and require trained, dedicated faculty advisers to help them develop the essential traits and characteristics of a leader and to provide the positive experiences necessary to expand their skills and foster their paths to becoming effective leaders; and

WHEREAS, the support of school administrators and faculty, parents, and community members is necessary to help ensure the successful education of all emerging student leaders; and

WHEREAS, National Student Leadership Week serves as an ideal time to bring attention to the important and integral contributions that student leaders and all student activities make in our nation's schools.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim April 24-30, 2024 as:

Student Leadership Week

in the City of Fort Pierce and urge citizens to seek opportunities to recognize student leaders in our schools and support their training and activities as they prepare themselves for their future stations as leaders of our City, State, and Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 5th day of May 2025.

MAYOR/COMMISSIONER



City Commission Regular Meeting

6. c.

Meeting Date: 05/05/2025

Re: Family Abduction Awareness Day

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

SUBJECT:

Family Abduction Awareness Day

Attachments

Family Abduction Awareness

Form Review

Form Started By: Latoya Ransom

Started On: 04/25/2025 11:33 AM

Final Approval Date: 04/25/2025

WHEREAS, this day is dedicated to raising awareness of those affected by family abduction. These abductions have a devastating impact, causing deep emotional and psychological trauma not only to the abducted child but also to the left-behind parent and extended family. Such events often disrupt family stability and trust, with far-reaching effects on the broader community. While nonfamily abductions account for only 1% of missing child reports to the National Center for Missing & Exploited Children (NCMEC), family abductions make up a significantly larger share of these cases; and

WHEREAS, May serves as a pivotal time to combat family abductions, reunite missing children with their families, and recognize those dedicated to protecting society's most vulnerable. This month offers an opportunity to raise awareness, support affected families, and strengthen community efforts to prevent future abductions; and

WHEREAS, a family abduction occurs when a child is taken, wrongfully retained, or concealed by a parent or other family member, denying another individual their right to custody or visitation, even in cases with unclear or absent court orders. Such abductions are often driven by the perpetrator's frustration with the left-behind parent, the legal system, or personal circumstances; and

WHEREAS, the City of Fort Pierce is committed to remaining vigilant and informed about the dangers facing children in our community, recognizing that family abduction is a serious crime in all states, not merely a civil matter. Law enforcement officers should treat these incidents as severe forms of child abuse, rather than minor offenses; and

WHEREAS, it is incumbent upon law enforcement agencies to have written plans outlining actions and procedures for promptly addressing family abduction cases. Courts have determined that law enforcement must ensure children are with their lawful custodians and verify the validity of any court orders, as failure to establish necessary training and policies poses a threat to public safety.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim May 25, 2025 as:

Family Abduction Awareness Day

in the City of Fort Pierce, encourage our citizens to become educated about the prevalence, risks, and consequences of family abduction, and to provide guidance on warning signs, preventive measures, and available resources to effectively address this critical issue.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 5th day of May 2025.

MAYOR/COMMISSIONER

City Commission Regular Meeting

11. a.

Meeting Date: 05/05/2025

Re: Approval of Hold Harmless Agreement between City of Fort Pierce and Indian River State College

Submitted For: Robert Ridle, Deputy Chief, Dist. 2, Police Department

SUBJECT:

Approval of Hold Harmless Agreement between City of Fort Pierce and Indian River State College regarding the donation of a decommissioned unmarked police vehicle to campus security.

SUMMARY:

The Fort Pierce Police Department will donate a decommissioned police vehicle, a 2009 Ford Crown Victoria, to the Indian River State College Campus Security Department. The vehicle is past its service life and has been removed from active service within the Fort Pierce Police Department. It has been mechanically checked and deemed safe for operation by the City of Fort Pierce Maintenance Garage. This vehicle will be used by campus security to conduct on-site patrols, supporting overall campus safety.

The Hold Harmless and Indemnification Agreement was created by the Fort Pierce City Attorney's Office.

RECOMMENDATION:

Approve and sign the Hold Harmless Agreement between the City of Fort Pierce and Indian River State College regarding the donation of a decommissioned police vehicle to campus security.

ALTERNATIVES:

Denial of Hold Harmless Agreement.

RESPONSIBLE STAFF:

Deputy Chief Robert Ridle
Lieutenant John Fasanello

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: N/A
Fiscal Year: N/A
Account: N/A

Amount: N/A

OTHER INFORMATION:

No cost to the City of Fort Pierce.

Attachments

Hold Harmless

Vehicle Title PD Vehicle 383

Asset Tracking Form PD 383

Decommission Form PD 383

City Attorney Memo

Form Review

Inbox

City Manager

Form Started By: John Fasanello

Final Approval Date: 04/29/2025

Reviewed By

Linda Cox

Date

04/29/2025 04:54 PM

Started On: 04/21/2025 03:04 PM

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is hereby entered into this 12 day of MARCH, 2025, by and between INDIAN RIVER STATE COLLEGE (hereinafter "IRSC"), on behalf of IRSC Department of Campus Safety and Security (hereinafter "CSS") and the CITY OF FORT PIERCE, FL (hereinafter the "City"), a Florida municipal corporation, on behalf of the FORT PIERCE POLICE DEPARTMENT (hereinafter "FPPD").

WHEREAS, the FPPD has identified a 2009 Ford Crown Victoria, VIN 2FAHP71V59X102500, ("Vehicle") that has reached its end of life for use as a patrol vehicle for the FPPD but is suitable for campus security purposes for CSS; and

WHEREAS, the City desires to donate the Vehicle to IRSC; and

WHEREAS, in accepting the vehicle donation from the City, IRSC and CSS agree to indemnify and hold harmless the City and FPPD from any and all claims and/or litigation arising out of their ownership and/or use of the Vehicle.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, IRSC and the City hereby agree as follows:

- 1. Indemnification and Hold Harmless:** As a condition of the transfer of ownership of the Vehicle, IRSC and CSS hereby releases, indemnifies, and holds harmless the City and the FPPD, their officials, agents, attorneys, employees, administrators, executors, successors or assigns and/or representatives from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees, arising out of, or alleged to have been caused by, claimed on account of, or in any manner predicated upon the obligations and activities arising from the transfer of ownership of and use of the Vehicle by IRSC and/or CSS, including any loss or damages which may occur even where that loss or damage is caused or alleged to have been caused by or contributed to, in any manner, by either party, or caused or alleged to have been caused by, or on account of, or through any negligence or alleged negligence of either of the parties, or through any act, omission or fault or alleged act, omission or fault of the parties, their employees, subcontractors, consultants or agents.
- 2. Jurisdiction and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that any legal action, claim, or dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in St. Lucie County, Florida. The parties hereby consent to the venue and jurisdiction of the courts located in St. Lucie County, Florida, for the resolution of any disputes under this Agreement.
- 3. Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.


IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties.

AS TO INDIAN RIVER STATE COLLEGE:

BY: 
Dr. Timothy E. Morre, President

DATE: 3-12-25

AS TO IRSC CAMPUS SAFETY AND SECURITY:

BY: 
Victor Barber, Chief of Campus Safety and Security

DATE: 3-12-25

AS TO THE CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

ATTEST:

BY: _____
City Clerk

(seal)

AS TO THE FORT PIERCE
POLICE DEPARTMENT:

BY: 
Diane Hoble-Burney, Chief of Police

DATE: 4-1-25

APPROVED AS TO
FORM AND CORRECTNESS:

BY: _____
Sara Hedges, City Attorney

01-383

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
2FAHP71V59X102500	2009	FORD	4D	3960		101578871

Registered Owner:

Date of Issue 10/23/2008

CITY OF FORT PIERCE
PO BOX 1480
FORT PIERCE FL 34954

Lien Release
Interest in the described vehicle is hereby released
By _____
Title _____
Date _____

IMPORTANT INFORMATION

- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
- Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
- Remove your license plate from the vehicle.
- See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:
<http://www.hsmv.state.fl.us/html/titlinf.html>

Mail To:

CITY OF FORT PIERCE
PO BOX 1480
FORT PIERCE FL 34954-1480



CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
2FAHP71V59X102500	2009	FORD	4D	3960		101578871
Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N	WHI	POLICE		01	POLICE	
Odometer Status or Vessel Manufacturer or OH use				Hull Material	Prop	Date of Issue
4 MILES				08/13/2008	ACTUAL	10/23/2008

Lien Release
Interest in the described vehicle is hereby released
By _____
Title _____
Date _____

Registered Owner

CITY OF FORT PIERCE
PO BOX 1480
FORT PIERCE FL 34954

1st Lienholder

NONE

DIVISION OF MOTOR VEHICLES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford

Carl A. Ford
Director

Control Number 092090077

Electra Theodorides-Bustle

Electra Theodorides-Bustle
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____

Address: _____

Seller Must Enter Selling Price: _____

Seller Must Enter Date Sold: _____

I/We state that this 5 or 6 digit odometer now reads [] [] [] [] [] [] [] [] (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:

1. reflects ACTUAL MILEAGE. 2. is IN EXCESS OF ITS MECHANICAL LIMITS. 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: *Linda Cox*
Print Here: Linda Cox

CO-SELLER Must Sign Here: _____
Print Here: _____

Selling Dealer's License Number: _____

Tax No.: _____

Tax Collected: _____

Auction Name: _____

License Number: _____

PURCHASER Must Sign Here: _____

CO-PURCHASER Must Sign Here: _____

Print Here: _____

Print Here: _____

NOTICE: \$10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

STATE OF FLORIDA

LIEN SATISFACTION

VOID IF ALTERED

VOID IF ALTERED



THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"

Florida

Asset Tracking Control

PO#: N/A COST: N/A

ITEM: 2009 Ford Crown Victoria

ASSET #: 01-383 SERIAL #: 2FAHP71V59X102500 MODEL#:

ASSIGNED TO: N/A

ACTION: Donated/removed from vehicle inventory.

This item has been: (check appropriate box)

Shipped out for repair Date: Location:

Moved: From: To:

Supply Clerk

****REMOVED FROM INVENTORY** DATE 04/02/2025

If item is to be removed from Department Inventory, COMPLETE THE FOLLOWING:

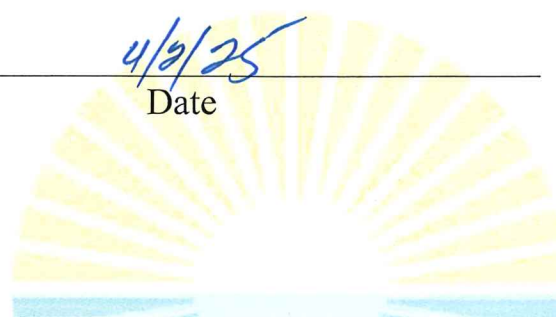
Surplus Donated:
 Stolen TO: Indian River State College
 Lost
 Destroyed/Junked DATE: 04/02/2025

ITEMS REMOVED FROM INVENTORY WILL REQUIRE THE SIGNATURE BELOW:

Comments:


Bureau Commander

4/2/25
Date





THE SUNRISE CITY
FORT PIERCE
 POLICE DEPARTMENT
 "In Honor We Serve"

Florida

**POLICE VEHICLE
 DECOMMISSION CHECKLIST**

UNIT #: 01-383	YEAR: 2009	MAKE: Ford	MODEL: Crown Vic.	COLOR: White
VIN: 2FAHP71V59X102500			MARKED <input type="checkbox"/>	UNMARKED <input checked="" type="checkbox"/>

EQUIPMENT:	SERIAL /ID#:	REMOVED	NOT REMOVED	NOT EQUIPPED	DISABLED	NOTES:
AXON FLEET 3 SYSTEM				X		
• FLEET HUB				X		
• AXON SIGNAL VEHICLE				X		
• CRADLEPOINT				X		
• DUAL-VIEW CAMERA (FRONT)				X		
• INTERIOR CAMERA (REAR)				X		
VEHICLE MOUNTED RADIO		X				
• MAIN UNIT (BRICK)		X				
• HEAD UNIT		X				
• MIC						
RADAR UNIT				X		
• FRONT ANTENNA				X		
• REAR ANTENNA				X		
• TUNING FORKS				X		
PRINTER				X		
• PRINTER POWER CABLE				X		
FLASHLIGHT				X		
• FLASHLIGHT CHARGER				X		
POLICE LIGHTING PACKAGE			X			
SIREN			X			
• SIREN CONTROLLER			X			
FLARES		X				
EXTRICATION DEVICE		X				
FIRE EXTINGUISHER		X				
CITY TAG	XB7161	X				
CONFIDENTIAL TAG (DECLASSIFIED)				X		
SUNPASS TRANSPONDER				X		

INSPECTED BY: Ofc. J. Coleman	SIGNATURE: <i>J. Coleman</i> 7045	DATE: 4/1/25
---	---	------------------------



THE SUNRISE CITY
FORT PIERCE
ROBERT RIDLE, DEPUTY CHIEF, POLICE DEPARTMENT
CITY ATTORNEY'S OFFICE *Florida*
FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY

FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: HOLD HARMLESS – VEHICLE DONATION

CAO RLS FILE: 24-469

DATE: DECEMBER 30, 2024

I have reviewed the above Request for Legal Services (RLS) related to a hold harmless agreement between the Police Department and Indian River State College. The Agreement has been edited, and both a tracked changes and clean copy are uploaded into Agenda Quick. The clean copy of the agreement is approved as to form and correctness.

Please note, you are required to confer with the Finance Department prior to the transfer of the ownership of this Vehicle to ensure all processes required by the City are followed. Further, you will need to communicate with the Risk Management Division regarding the insurance for this Vehicle.

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

Thank you.

City Commission Regular Meeting

11. b.

Meeting Date: 05/05/2025

Re: Award of Bid No. 2025-007 - Sunrise Theatre AC Chiller Replacement

Submitted For: Marisa Quijano, Interim Executive Director, Sunrise Theatre

SUBJECT:

Approve award of the Sunrise Theatre Chiller Replacement to Airstron LLC, Bid 2025-007 to the second lowest bidder, Airstron LLC of Fort Lauderdale, FL in the amount of \$242,320.00.

SUMMARY:

The Sunrise Theatre issued a Invitation to Bid (ITB) for the removal, supply, and installation of a new water chiller and two Bell & Gosset centrifugal pumps. The scope of work includes the complete decommissioning of the existing equipment and the installation of new, fully integrated systems that meet all operational requirements. Bid No. 2025-007 was issued on November 15, 2024, and seven (7) proposals were received by the deadline of January 17, 2025. Staff is seeking approval to award the staff recommended respondent, Airstron LLC.

After evaluating all submissions, we recommend Airstron LLC as their proposal includes a five-year compressor parts warranty, a one-year parts and labor warranty, and refrigerant coverage - significantly reducing long-term risk and lifecycle costs. The lowest bidder did not offer any type of warranty, making Airstron LLC the superior choice.

The replacement of the AC Chiller at the Sunrise Theatre is a necessary capital improvement and is part of our 10-Year Capital Plan.

RECOMMENDATION:

Staff recommends the approval of the award for Bid No. 2025-007 to Airstron, LLC., Fort Lauderdale, FL, in the amount of \$242.320.00

ALTERNATIVES:

Deny and reassess other bids.

RESPONSIBLE STAFF:

Marisa Quijano, Acting Executive Director, Sunrise Theatre
Holland Ryan, Technical Director & Facilities Manager, Sunrise Theatre

COORDINATED WITH:

Purchasing Division
Finance Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 24/25
Account: 406-4600-563200
Amount: \$242,320.00

FISCAL IMPACT:


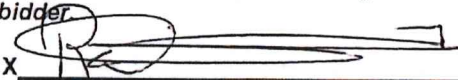
The contract cost of \$242,320.00 shall be funded from SRT Account No. 406-4600-563200. The funds will be transferred from the Sunrise Theatre Restricted Account into Account No. 406-4600-563200.

Attachments

Airstron Bid
Airstron Bid - with Updated Answers
Bid Tabulation
SRT Recommendation

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/24/2025 03:44 PM
City Manager	Richard Chess	04/24/2025 04:39 PM
Form Started By: Marisa Quijano		Started On: 04/23/2025 12:09 PM
Final Approval Date: 04/24/2025		

<p>DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p style="text-align: center;">CITY OF FORT PIERCE</p>  <p style="text-align: center;">INVITATION TO BID and BIDDER ACKNOWLEDGMENT</p>
<p>Bid Writer: Madison White, 772-467-3102</p>	<p>Bid No: 2025-007</p>
<p>Mandatory Site-Visit / Pre-Bid Conference Date: 10:00 AM, THURSDAY, DECEMBER 5, 2024</p>	<p>Bid Title: SUNRISE THEATRE CHILLER REPLACEMENT</p>
<p>Mandatory Site-Visit/ Pre-Bid Conference Location: <p style="text-align: center;">SUNRISE THEATRE 117 S 2ND STREET, FORT PIERCE, FL 34950</p> </p>	<p>Bid Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: 3:00 PM, TUESDAY, DECEMBER 17, 2024</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name: Airstron LLC</p> <p>-----</p> <p>Mailing Address: 1559 SW 21st Ave</p> <p>-----</p> <p>Ft. Lauderdale, FL 33312</p> <p>-----</p> <p>-----</p>	<p><i>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</i></p> <p>X </p> <p>Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Ft. Lauderdale, FL 3312</p>	<p>Typed or Printed Name: Robert Pascucci</p>
<p>Type of Entity (Select one):</p> <p>Corporation <input checked="" type="checkbox"/> X</p> <p>Partnership <input type="checkbox"/></p> <p>Proprietorship <input type="checkbox"/></p>	<p>Title: VP Sales and Service</p>
<p>Incorporated in the State of: FL Year: 2025</p>	<p>Delivery in _____ days, ARO</p>
<p>Phone Number: 954-923-1564</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number:</p>	<p>FEIN or SS Number: 59-2525449</p>
<p>E-Mail Address: JJUREK@AIRSTRON.COM</p>	<p>Local Business: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input type="checkbox"/> N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____</p> <p style="text-align: center;">F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

Florida

DRUG~FREE WORKPLACE FORM

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

Airstron, LLC

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

1/16/25

Date



NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Broward

Robert Pascucci, being first duly sworn, deposes
and says:

That he is an Officer of the Firm
(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.

Airstron, LLC

(Firm Name)

By: Robert Pascucci

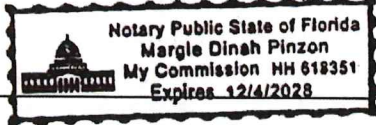
Title: VP Sales and Service

Subscribed and sworn to before me this 16th

day of, JANUARY 2025

Notary Public

My Commission expires: (Seal)



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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Robert Pascucci, VP Sales and Service
(Print individual's name and title)
for Airstron, LLC
whose business address is 1559 SW 21st Ave, Ft. Lauderdale, FL 33312
(If applicable) its Federal Employer Identification Number (FEIN) is 59-2525449

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

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


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

X 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)

1/16/2025

(Date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority ROBERT PASCUCCI
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this
day 16th of JANUARY, 20 25.



(NOTARY PUBLIC)



My Commission Expires



E-VERIFY AFFIRMATION STATEMENT

Description: SUNRISE THEATRE CHILLER REPLACEMENT

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

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

Contractor/Proposer/Bidder Company Name Airstron, LLC

Authorized Company Person's Signature: [Signature]

Authorized Company Person's Title: VP Sales and Service

Date: 1/16/2025

STATE OF FLORIDA
COUNTY OF Broward

Sworn (or affirmed) and subscribed before me by means of physical presence or online notarization this 16th day of JANUARY, 2025 by ROBERT PASCUCCI, who is

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

Signature: [Signature] (Seal)

NOTARY PUBLIC

My Commission Expires: _____





CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name:	Airstron, LLC		
Respondent's Authorized Representative Name and Title:	Robert Pascucci VP Sales and Service		
Address:	1559 SW 21st Ave		
City:	Fort Lauderdale	State:	FL Zip: 33312
Phone Number:	954-923-1564	Respondent FEIN:	59-2525449
Email Address:	JJUREK@AIRSTRON.COM		

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal/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 proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

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



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

Vendor name: Airstron, LLC

Authorized Representative's Name and Title: Robert Pascucci, VP Sales and Service

Address: 1559 SW 21st Ave

City: Fort Lauderdale State: FL Zip Code: 33312

Phone Number: 954-923-1564 Email Address: JJUREK@AIRSTRON.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.


	Robert Pascucci, VP Sales and Service	1/16/2025
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF Broward

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

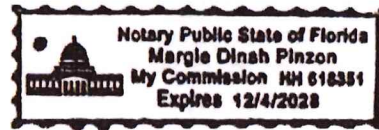
this 16th day of JANUARY, 2025 by ROBERT PASCUCCI, who is

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

Notary Public Signature:  (Seal)

Print Name: MARGIE DINAH PINZON

My Commission Expires 12/4/28





REFERENCES

BID NO. 2025-007 SUNRISE THEATRE CHILLER REPLACEMENT

Bidders shall submit as a part of the bid package, a minimum of two (2) Customer references with name of the customer, address, contact person, telephone number, and a description of the work completed.

Contact Person & Title	Stephen Landry
Email Address	Stephen.Landry@trane.com
Phone No.	561-683-3306
Company Name	Trane Technologies
Mailing Address	6969 Vista Parkway, Unit #11
City, State, Zip	West Palm Beach, FL 33411
Description of Work	Water Cooled Chiller Replacements
Contact Person & Title	Bob Ettswold
Email Address	bob.ettswold@stlucieco.org
Phone No.	772-267-4517
Company Name	St. Lucie County
Mailing Address	2300 Virginia Ave
City, State, Zip	Ft. Pierce, FL 34982
Description of Work	AHU Changeouts



BID RESPONSE FORM



Bid Item	SUNRISE THEATRE CHILLER REPLACEMENT		
Bid Number	2025-007	Due Date & Time	3:00PM, TUESDAY, DECEMBER 17, 2024

The offeror agrees to furnish the following items and associated 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
Furnish and installation of a 100-ton air cooled, packaged chiller (Model #CGAM100A2 or comparable), with scroll compressors.	\$ 181,740. ⁰⁰
Two (2) Bell & Gossett Centrifugal Pumps	\$ 60,580. ⁰⁰
TOTAL	\$ 242,320.⁰⁰
Total price should include ALL associated items and services specified in the Statement of Work.	

VENDOR INFORMATION

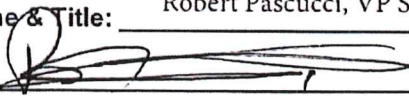
Vendor Name: Airstron, LLC

Address: 1559 SW 21st Ave

City, State, Zip Code: Fort Lauderdale, FL 33312

Email Address: JJUREK@AIRSTRON.COM

Typed Name & Title: Robert Pascucci, VP Sales and Service

Signature:  Date: 1/16/2025

Telephone No.: 954-923-1564 Fax No.: _____

Please include Remit to address below if different than address stated above

(*Remit To: _____)

Check block below for applicable minority indicator:

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

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	
Are you registered on Demandstar to receive addendums?	X	
Did you include proof of insurance as stated in bid documents.	X	
Are all the Required forms complete and included?	X	
Have you checked your bid for proper organization, tabs are correct?	X	
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on a flash drive.	X	
Did you submit your bid electronically?		X
Have you made sure your corporate address matches your Sunbiz information?	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH BID



December 16, 2024



CITY OF FORT PIERCE

SUNRISE THEATRE CHILLER REPLACEMENT

BID# 2025-007


ADDENDUM NO. 1

The purpose of this addendum is to extend the bid due date from 3:00 P.M., December 17, 2024 to:

3:00 P.M., FRIDAY, JANUARY 3, 2025

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  _____
Manual

Signature: Robert Pascucci _____
Typed or Printed

Company Name: Airstron, LLC _____

Address: 1559 SW 21st _____
Fort Lauderdale, FL 33312 _____

Date: 1/16/25 _____

/mg

December 27, 2024



CITY FORT PIERCE

SUNRISE THEATRE CHILLER REPLACEMENT

BID# 2025-007

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders and extend the last day for questions as listed below. An addendum addressing the remaining questions previously submitted will be posted once a response is received from the project manager. The Bid Due Date is extended from 3:00PM. Friday, January 3, 2025, to:

10:00 AM, FRIDAY, JANUARY 17, 2025

Additional questions must be received no later than **5:00PM, Wednesday, January 8, 2025.**

- 1. QUESTION:** Will temporary air conditioning be required, or will it be possible to shut the air off for a week while we change the chiller and pumps?

ANSWER: Yes, we will require temporary air conditioning throughout the facility while the chiller and pumps are being replaced.
- 2. QUESTION:** How is the existing HVAC System controlled?

ANSWER: Currently controlled via Siemens Desigo automation control
- 3. QUESTION:** After reviewing I could not locate any drawings for this project, will there be any uploaded or did I look pass them on accident.

ANSWER: Please see the two (2) drawings attached to the posting of this bid on the City Website and Demandstar titled: "HVAC Plans" and "SunriseCompleteArchSet". See below for the links to the bid posting.
- 4. QUESTION:** Is there a need for a Temporary Chiller?

ANSWER: Yes, we will require temporary air conditioning throughout the facility while the chiller and pumps are being replaced.
- 5. QUESTION:** Chiller being replaced has a belimo 3-way valve installed in piping, is this to be replaced?

ANSWER: Yes, all accessories that are currently installed should be replaced to allow the system to run as required.

6. **QUESTION:** The chilled water pumps have existing triple duty and suction diffusers, are these to be replaced?
- ANSWER:** Yes, assuming new pumps are similar in function they should maintain the same specifications and diffusers to ensure system reliability and longevity.
7. **QUESTION:** The old chiller is not secured to the beams. The newer chill is secured with stainless cable, is this the method for the new chiller?
- ANSWER:** The new chiller should be secured to the building utilizing all standard safety practices.
8. **QUESTION:** Is the working schedule weekdays 7:00-5:00 or does the project need to be done during weekends?
- ANSWER:** The working schedule would be during weekdays; weekends are possible if needed.

Website Links:

City of Fort Pierce Bid Posting – <https://www.cityoffortpierce.com/bids.aspx?bidID=309>
 Demandstar Bid Posting -- <https://www.demandstar.com/app/buyers/bids/481924/details>

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  _____

Manual

Robert Pasucci

Signature: _____

Typed or Printed

Company Name: Airstron, LLC

Address: 1559 SW 21st Ave

Fort Lauderdale, FL 33312

Date: 1/16/25

/mw

January 6, 2025



CITY FORT PIERCE

SUNRISE THEATRE CHILLER REPLACEMENT

BID# 2025-007

ADDENDUM NO. 3

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the proposal specifications:

1. **QUESTION:** Do you have a spec sheet for the pumps, need to know the flow rate required along with other information?

ANSWER: The drawings under the bid posting should give the required specifications for the pump. Unfortunately, that is the only information I have available for the pump.

2. **QUESTION:** There is a large junction box in front of the area were the disconnect for the chiller will be. Has anyone verified with the inspector that this will be allowed normally there cannot be any tripping hazards within 42 inches.

ANSWER: I have not been able to have an inspector come to the site as of now. I think the best course of action would be to install the product to the normal specifications including any tripping hazards.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: [Handwritten Signature]

Manual

Signature: Robert Pascucci

Typed or Printed

Company Name: Airstron, LLC

Address: 1559 SW 21st Ave

Fort Lauderdale, FL 33312

Date: 1/16/25

/mw

January 10, 2025



CITY FORT PIERCE

SUNRISE THEATRE CHILLER REPLACEMENT

BID# 2025-007

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the proposal specifications:

1. **QUESTION:** Are there taps installed for temporary chiller hook-up, if there are, what are their locations?
ANSWER: I am not aware of any taps installed for temporary chiller hookup.

2. **QUESTION:** Is there a power hook-up for temporary chiller, if so, where is its location?
ANSWER: We have a 600A Non-Isolated Three Phase Disconnect with Cam Lock tails located in the main power room on the second-floor backstage. To utilize this power, you would need to supply at least 200' of cam lock feeder to get to the temporary chiller.

3. **QUESTION:** Belimo control valve doesn't appear to be on Siemens as built, are there any specifics regarding the valve?
ANSWER: Unfortunately, I am unaware of any specifics to the control valve.

4. **QUESTION:** Can the temporary chiller be placed at the rear of the building, left on a flatbed?
ANSWER: Yes, it would need to be located behind the theatre on the north side of the building nearest to the backup generator, to allow traveling events to best utilize our space.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: [Handwritten Signature]
Manual

Signature: Robert Pascucci
Typed or Printed

Company Name: Airstron, LLC

Address: 1559 SW 21st Ave
Fort Lauderdale, FL 33312

Date: 1/16/25

/mw



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (M/WD/YYYY)
1/15/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Insurance America, Inc.	24554
INSURER B:	Greenwich Insurance Company	22322
INSURER C:	Allied World National Assurance Company	10690
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
1304803 AIRSTRON, LLC
1559 SW 21ST AVE
FORT LAUDERDALE FL 33312-3159

COVERAGES CERTIFICATE NUMBER: 17642320 REVISION NUMBER: XXXXXXXX

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (M/WD/YYYY)	POLICY EXP (M/WD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N N	RGD300147505	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 OTHER: \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N N	RAD943796405	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX OTHER: \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS \$0	N N	0313-7473	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$ XXXXXXXX
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 N/A	RWD300147605 STOP GAP: ND, OH, WA, WY	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

17642320
SUNRISE THEATRE
117 S 2ND STREET
FT PIERCE FL 34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)

1/17/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 keasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED 1304803 AIRSTRON, LLC 1559 SW 21ST AVE FORT LAUDERDALE FL 33312-3159	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XL Insurance America, Inc.		24554
	INSURER B: Greenwich Insurance Company		22322
	INSURER C: Allied World National Assurance Company		10690
	INSURER D:		
	INSURER E:		


COVERAGES **CERTIFICATE NUMBER:** 21308575 **REVISION NUMBER:** XXXXXXX

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
B	<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 type="checkbox"/> LOC OTHER:	N	N	RGD300147505	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	RAD943796405	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50	N	N	0313-7473	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXX
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 <input checked="" type="checkbox"/> N N/A			RWD300147605 STOP GAP: ND, OH, WA, WY	4/1/2024	4/1/2025	<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)
 City of Fort Pierce and their Members, Officials, and Employees

CERTIFICATE HOLDER**CANCELLATION**

21308575 City of Fort Pierce Attn: Purchasing Department P.O. Box 1480 Fort Pierce FL 34954	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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Airstron Mechanical

Building Efficiency and Sustainability

A Service Logic Company

AIR CONDITIONING / REFRIGERATION
SALES / SERVICE / INSTALLATIONS
532 NW Mercantile PL. #102 Port St Lucie FL 34986
St Lucie (772) 924-3000 • Fax (772) 336-5513 • CMC1251258

January 17th, 2025

Sunrise Theatre
117 S 2nd St
Ft Pierce, FL 34950

RE: Sunrise Theatre 100 Ton Chiller Replacement

ATTN: Maddison White/Ryan Holland

I would like to take a moment to thank you for including Airstron, Inc. in the proposal for the 100-ton air cooled chiller replacement project, we understand that you have a choice in contractors to perform this work and appreciate that you have chosen to include us.

Based on the information collected during site visit our intended scope of work for this project will be:

Scope of work:

- Provide and install one Trane 100-Ton air cooled chiller, two Bell & Gossett chill water pumps, two Bell & Gossett triple duty valves, two Bell & Gossett suction diffusers, seven butterfly isolation valves, and associated piping
- Schedule shut down to replace chiller isolation valves
- De-energize chiller and install lock out tag out device on breaker
- Perform shut down and drain chiller water
- Remove existing isolation valves
- Install new isolation valves, fill system and leak check
- Remove lock out tag out device and energize chiller
- Ensure proper functionality of system
- Schedule 100-Ton air cooled chiller replacement. With the new isolation valves that will be installed prior to the air-cooled chiller replacement, there will be no need for temporary cooling. We will be able to provide cooling to building from chiller #2.
- De-energize existing chiller #1 and chill water pump #1 install lock out tag out device
- Remove electrical whip from chiller #1 and chill water pump #1
- Remove existing controls
- Close/isolate valves on chiller #1 and chill water pump #1
- Remove existing chill water control valve

- Disconnect associated supply and return chill water piping for removal of chiller #1
- Rig and remove chiller #1 and chill water pump #1
- Rig and set new chiller #1 and chill water pump #1
- Stage new chill water pump #2 in location on roof to be installed after chill water pump #1 is up and running
- Install/weld new piping, associated fittings on chill water supply and return loop
- Install new chill water control valve
- Fill chill water system and leak check
- Open isolation valves for chiller #1 and chill water pump #1
- Re-install controls
- Re-connect electrical whip
- Remove lock out tag out device and energize chiller
- Startup of chiller/pump and ensure proper functionality
- Install lock out tag out device on breaker for chill water pump #2
- Disconnect electrical from chill water pump #2
- Remove and install new chill water pump #2
- Re-connect electrical whip to new chill water pump #2
- Remove lock out tag out device on breaker for chill water pump #2
- Check rotation, proper amperage, and functionality
- Remove any trash or debris directly related to job scope

Working hours:

- Chiller and pump replacement quoted for normal business hours
- Isolation valve replacement quoted for after hours

Provided Equipment:

- One Trane 100-Ton Air Cooled Chiller with condenser coil coating, 5 year compressor parts warranty, 1 year parts, labor, and refrigerant warranty, and factory start up
- Two Bell & Gossett chill water pumps
- Two Bell & Gossett triple duty valves
- Two Bell & Gossett suction diffusers
- Seven butterfly isolation valves
- Siemens chill water control valve

Pricing excludes:

- Any work performed outside the scope of work as described above
- Permit pulled by Airstron funded by owner
- Any roofing
- Any fire alarm modifications
- Any engineered drawings or engineering
- Any forklifts or scissor lifts
- Any code upgrades
- Any temporary cooling

➤ Any test and balance

Any alteration or deviation above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Airstron, Inc. Purchaser (Debtor) agrees to pay all cost of Collection damages, including a reasonable attorneys fee for collecting this account or repossessing the said property, whether Suit be brought or not. The Purchaser (Debtor) agrees that the said materials above described will not be removed from above address without prior written consent of Airstron Inc., The Seller (Secured Party). Purchaser (Debtor) waives demand and all requirements to hold it liable. All delinquent payments shall bear interest at 11.2% per month until paid.

If Airstron Inc. is required to make repairs occasioned by improper operation, damage caused by electrolytic action (either battery action or stray currents), negligence or misuse of the equipment or due to any cause beyond our control, purchaser shall reimburse Airstron, for the expenses incurred in making such repairs. It is mutually understood that replacement parts, refrigerant and service

materials must be purchased by you, from us, at our regular selling prices, and installed by us, during the terms of this contract. Any repairs, refrigerant, chemicals, and supplies deemed necessary and recommended by so for efficient operation of your installation are to be authorized by you. Unless these recommendations are accepted by you and authorization given to perform this Service, we will not furnish emergency service. Airstron shall not be liable for injuries to persons, or damages to property, except buss due to the negligent acts or omissions of Airstron employees. In no event shall Airstron be liable for any form of damage to the equipment listed in this agreement. This contract contains the entire agreement between the parties and shall become effective on the date shown below, provided it has been accepted by you and approved by us. If the customer is a corporation, or any other entity created by law, than the person executing this agreement on behalf of the customer is hereby executing this agreement as an authorized agent of the customer and in addition hereto agrees to serve as a guarantor and is personally liable for all the debts of the customer, company or corporation arising out of this contract. Any modifications in this Agreement must be done in writing and executed by all parties. It is hereby agreed by the parties that venue or jurisdiction to any litigation arising out of the terms of this contract shall be in Dade County, Florida. In the event that any provisions of this contract are found to be illegal, unenforceable or void, by any Court of law, then the remaining provisions shall remain in full force and effect. This Proposal may be withdrawn by us if not accepted within 30 Days.

Project pricing:

Proposed pricing for above listed scope: _____ \$242,320.00
Proposed pricing for above listed scope with chiller skirting: _____ \$245,926.00

Price good for 30 days from date of proposal

Respectfully,

Edward French,
Project Manager
efrench@airstron.com
863-801-3059

Airstron Mechanical
Building Efficiency and Sustainability

A Service Logic Company

Authorization to Proceed:

Signature

Print name

Date

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: AIRSTRON LLC

Receipt #: 183-775
Business Type: HEATING/AIRCONDITION CONTRACTR
 (CERT MECHANICAL CTR)

Owner Name: TYLER M BERGENS/QUAL
Business Location: 1559 SW 21ST AVE
 FT LAUDERDALE
Business Phone: 954-923-1654

Business Opened: 05/01/1985
State/County/Cert/Reg: CMC1251258
Exemption Code:

	Rooms	Seats	Employees	Machines	Professionals	
			4			
For Vending Business Only						
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	3.00	0.00	0.00	0.00	0.00	30.00

Receipt Fee 27.00
 Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

AIRSTRON LLC
 1559 SW 21ST AVE
 FORT LAUDERDALE, FL
 33312-3159

Receipt # WWW-23-00275725
Paid 07/29/2024 30.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: AIRSTRON LLC

Receipt #: 183-775
Business Type: HEATING/AIRCONDITION CONTRACTR
 (CERT MECHANICAL CTR)

Owner Name: TYLER M BERGENS/QUAL
Business Location: 1559 SW 21ST AVE
 FT LAUDERDALE
Business Phone: 954-923-1654

Business Opened: 05/01/1985
State/County/Cert/Reg: CMC1251258
Exemption Code:

	Rooms	Seats	Employees	Machines	Professionals	
			4			
For Vending Business Only						
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	3.00	0.00	0.00	0.00	0.00	30.00

Receipt # WWW-23-00275725
Paid 07/29/2024 30.00

Airstron Mechanical

Building Efficiency and Sustainability

A Service Logic Company

AIR CONDITIONING / REFRIGERATION
SALES / SERVICE / INSTALLATIONS
532 NW Mercantile PL. #102 Port St Lucie FL 34986
St Lucie (772) 924-3000 • Fax (772) 336-5513 • CMC1251258

March 19, 2025

City of Fort Pierce Purchasing Division
100 N U.S. 1
Fort Pierce, FL
34949

RE: Bid No. 2025-007 Sunrise Theatre Chiller Replacement

Proposed Scope Breakdown

Dear Madison White and Purchasing Division,

We at Airstron Mechanical are pleased to present our proposed scope of work for the chiller replacement project at Sunrise Theatre. Our team has carefully evaluated the requirements and determined that a temporary chiller may not be necessary for this undertaking, we were the installing contractor on the previous chiller and piping replacement and were able to perform the task without the use of a temp chiller. Implementing a temporary chiller would require additional space on the property, introduce potential hazards from temporary wiring, and present tripping risks due to hoses during the project duration. However, if the City of Fort Pierce officials deem it essential, we are prepared to provide pricing for this as an add/alternate option.

Our recommended approach involves a brief shutdown to install valves at critical points, enabling the redundant chiller to operate while we replace the primary chiller and pump. This method ensures minimal disruption to the facility. We propose the following execution plan:

1. Initiate a short-duration shutdown of the entire HVAC system, estimated at 8 hours, scheduled at a mutually agreed-upon date and time that avoids impacting occupancy. This can be arranged for weekends or evenings if required. During this period, our technicians will:
 - Shut down both chillers and pumps
 - Isolate necessary valves
 - Cut piping and weld flanges on pump header piping
 - Install new isolation valves to enable independent operation of equipment, facilitating the replacement of one component at a time (recommended for future change-outs as well)
 - Fill the system, perform a pressure test, and restore the HVAC system to normal operating condition
2. Proceed with the replacement of each piece of equipment without interrupting or affecting theatre programming. The remaining work will be conducted as follows:
 - Utilize a crane to remove the existing chiller and one pump, lift and set the new chiller and pump in place (completed within one day)
 - Once the new chiller and pump are operational, shut down the second pump and perform its replacement
3. The estimated duration for the entire project is approximately one week.

We trust that this proposed scope of work addresses your needs efficiently and effectively. Should you have any additional questions or concerns, please do not hesitate to contact us. We look forward to collaborating with you on this project.

.

Best Regards,
James Jurek

Airstron Mechanical



THE SUNRISE CITY
PURCHASING
DEPARTMENT

FORT PIERCE
Florida



TO: Ryan Holland, Technical Director

FROM: Madison White, Purchasing Agent, *Madison White*

SUBJECT: Bid No. 2025-007 – Sunrise Theatre Chiller Replacement

DATE: January 24, 2025

On November 19, 2024, the Purchasing Division received specifications to go out for bid on the above subject project. The bid was advertised on November 15 and November 22, 2024, with a scheduled opening at 10:00 AM on January 17, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choose to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached is the tabulation sheet and bid response checklist for the above-referenced bid. In total, four (4) submissions were received electronically, and three (3) submissions were received by delivery. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 646 vendors. Twenty-four (24) vendors requested specifications with seven (7) responding (29.16%) plus 0 “No Bid” (29.16% total response).

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority’s document (City Manager’s – Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **March 18, 2025**, which is the expiration date of the bid and responses.

/mw

Attachment: Bid Tabulation Sheet
Submittal Response Checklist

cc: Marisa Quijano, Acting Executive Director
Johnna Morris, Finance Director



**CITY OF FORT PIERCE
TABULATION OF BIDS**

BID ON:	SUNRISE THEATRE CHILLER REPLACEMENT
BID NUMBER:	2025-007
OPENING DATE:	1/17/24 at 10:00AM
RECOMMENDED AWARD:	Pending

RESPONSE
7 of 24 = 29.16%
0 "No Bids"
Total = 29.16%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	TOTAL BID PRICE
Sherman Mechanical Contractors <i>Ocala, FL</i>	\$236,680.00
Airstron, LLC <i>Fort Lauderdale, FL</i>	\$242,320.00
Farmer & Irwin Corp. <i>Riviera Beach, FL</i>	\$248,995.00
Advanced Roofing, Inc. dba Advanced Air Systems <i>Fort Lauderdale, FL</i>	\$267,580.00



Flow Service Partners dba Cortez Heating and Air <i>Palmetto, FL</i>	\$298,320.00
Mid-State Mechanical Contractors <i>Vero Beach, FL</i>	\$351,065.00
Florida Mechanical, LLC <i>Riviera Beach, FL</i>	\$502,362.00

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, [https://www.cityoffortpiece.com/223/Agendas- Minutes](https://www.cityoffortpiece.com/223/Agendas-Minutes) or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD



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):

City Commission Regular Meeting

11. c.

Meeting Date: 05/05/2025

Re: Beach Protection Project Funding

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Letter of Support to Congressman Brian Mast on behalf of St. Lucie County seeking federal funding for shore protection project.

SUMMARY:

St. Lucie County has successfully worked with the USACE for decades to maintain Fort Pierce Beach. The new project will include a new 50-year federal beach project authorization and T-groins to combat the chronic and persistent erosion just south of the federal Fort Pierce Inlet. The inlet disrupts sediment transport along St. Lucie County's Atlantic shoreline and requires federal beach nourishment every two years to avoid impacts to adjacent infrastructure. The project will extend the period of nourishment, estimating a renourishment schedule of every 4 years (instead of every 2), ultimately saving federal and non-federal funding.

RECOMMENDATION:

Approve and send the letter.

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:

City Manager's Office

COORDINATED WITH:

St. Lucie County Port Director

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Letter of Support

SLC Letter

Form Review

Form Started By: Linda Cox
Final Approval Date: 04/28/2025

Started On: 04/28/2025 09:11 AM



May 5, 2025

The Honorable Brian Mast
United States House of Representatives
2182 Rayburn House Office Building
Washington, D.C. 20515

Dear Congressman Mast:

On behalf of the City of Fort Pierce, we write to support a Community Project Funding request made by St. Lucie County to allow the U.S. Army Corps of Engineers (USACE) to continue work on the next iteration of the Fort Pierce, FL shore protection project. This project will lead to the addition of coastal structures (T-groins) to provide future cost savings and extend the period of nourishment from 2 to 4 years.

St. Lucie County has successfully worked with the USACE for decades to maintain the Fort Pierce Beach. The new project will include a new 50-year federal beach project authorization and T-groins to combat the chronic and persistent erosion just south of the federal Fort Pierce Inlet. The inlet disrupts sediment transport along St. Lucie County's Atlantic shoreline and requires federal beach nourishment every two years to avoid impacts to adjacent infrastructure. The project will extend the period of nourishment, estimating a renourishment schedule of every 4 years (instead of every 2), ultimately saving federal and non-federal funding.

The existing Fort Pierce shore protection project remains ongoing due to the persistent nature of inlet impacts on the County's southern beaches. To avoid delay in implementing the new project before the existing federal project expires (2032), funding for next phase of the future project is critical.

Please do all you can to support the County's request for funding. Thank you for your efforts.

Sincerely,

Linda Hudson
Mayor



Board of County Commissioners

James Clasby
DISTRICT 1

Larry Leet
DISTRICT 2
Vice Chair

Erin Lowry
DISTRICT 3

Jamie Fowler
DISTRICT 4
Chair

Cathy Townsend
DISTRICT 5

Administration

George Landry
COUNTY ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

April 24, 2025

The Honorable Brian Mast
2182 Rayburn House Office Building
Washington, DC 20515

Dear Congressman Mast,

On behalf of St. Lucie County, I respectfully request your support for a Fiscal Year 2026 Community Project Funding request. Specifically, we seek \$1.04 million in the Investigations account to allow the Army Corps of Engineers (USACE) to initiate Planning Engineering and Design (PED) for the Fort Pierce, FL Section 203/403 shore protection project. This funding, which will be matched with \$560,000 in non-federal resources, will lead to the addition of coastal structures (T-groins) to provide future cost savings and extend the period of nourishment of the Fort Pierce Project from 2 to 4 years.

The Fort Pierce Section 203 Feasibility Study was conditionally authorized for construction by Congress in Water Resources Development Act (WRDA) 2020. The Feasibility Study was formulated by St. Lucie County under Section 203 of WRDA 1986 (P.L. 99-662) and submitted to the Office of the Assistant Secretary of the Army for Civil Works (OASACW) in 2017. Since 2020, the County has worked with the USACE Jacksonville District to complete a required Review Assessment Report (Letter Report) that resolves the outstanding OASACW comments received prior to conditional congressional authorization. That report is now complete, with final review and approval from OASACW anticipated in the summer/fall of 2025. A successful effort will remove the project's "conditional" status and allow USACE to begin the PED phase of project development. This Review Assessment Report effort was funded with \$400,000 in federal funding in FY 2022.


The Section 203 Feasibility Study includes a new 50-year federal beach project and a coastal structure field (commonly known as a T-groin field) to combat the chronic and persistent erosion just south of the federal Fort Pierce Inlet. The inlet disrupts sediment transport along St. Lucie County's Atlantic shoreline and requires federal beach nourishment every two years to avoid impacts to adjacent infrastructure. The project also estimates a renourishment schedule of every 4 years (instead of every 2), ultimately saving federal and non-federal funding.

While the Section 203 effort is being completed, the Fort Pierce Shore Protection Project (the existing federal beach project) remains ongoing due to the persistent nature of inlet impacts on the County's southern beaches. The current federal authorization is approved through 2026, and a 6-year extension is currently being processed to extend authorization through 2032. The next nourishment project is scheduled to begin in Winter 2025/Spring 2026 utilizing \$2.477 million from the IJA (2022) and \$8.367 million provided via the FY24 appropriations process.

To avoid delay in implementing the new project before the federal project expires (2032), the County requests community project funding for the future PED effort.

Thank you for your support of our request and for your work on behalf of St. Lucie County.

Sincerely,



George Landry
County Administrator

City Commission Regular Meeting

12. a.

Meeting Date: 05/05/2025

Re: 25-016 Boardinghouse - Roominghouse

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-016 - An ordinance amending the Code of Ordinances of the City of Fort Pierce, Florida, Establishing Chapter 125-Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-328 - Boardinghouses and Roominghouses; to regulate the standards of operation of Boardinghouses and Roominghouses. **SECOND READING.**

SUMMARY:

This item proposes amendments to the Code of Ordinances with the establishment of section **125-318. Boardinghouses and Roominghouses** to regulate, through development standards, the operation and occupation of Boarding Houses and Roominghouses. The general issue of Boardinghouses and Roominghouses was presented to the City Commission Conference meeting on October 11th, 2021, and thereafter included in presentations to the Planning Board on June 12th, 2023, and September 11th, 2023. The initial version of this **Ordinance (24-020)** was considered by the City Commission at its meeting of July 15th, 2024. The commission requested additional consultation with the Building Department. Minor amendments were subsequently included and now form part of Ordinance 25-016, which in all other respects remains intact.

In addition, **Section 125.3 General Definitions** (including a definition describing the use of Boardinghouses and Roominghouses), and **Sec 125-187 Allowed Uses** (allocating permitted zoning Districts to the Boarding and Roominghouse uses), were adopted by **Ordinances 24-030 and 24-031** respectively at the City Commission meeting of September 9th, 2024.

RECOMMENDATION:

Staff recommendation is for the City Commission to **APPROVE** the proposed zoning text amendments in respect of Boardinghouse and Roominghouse uses.

ALTERNATIVES:

1. Approval with amendments.

or

2. Denial.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

City Commission.
Planning Board.
Technical Review Committee.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Presentation-Report
ORD 25-016
City Attorney Memo
Public Notification Certification
Business Impact Form
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	04/09/2025 05:46 PM
Form Started By: Kev Freeman		Started On: 04/03/2025 10:55 AM
Final Approval Date: 04/23/2025		



CITY OF FORT PIERCE

CITY COMMISSION

April 21st, 2025

Text Amendment to Establish Sec. 125-318
Boardinghouses and Roominghouses

This item proposes amendment to the Code of Ordinances to establish Sec. 125-318 in respect of enforcing standards for Boardinghouses and Roominghouses in the City of Fort Pierce in a manner which protects and preserves the health, safety, appearance and general welfare of the citizens of the City.



The issue was presented to City Commission Conference meeting on 11th, October 2021, and thereafter to the City Commission for Public Hearing at its July 15, 2024, meeting, where additional consultation was requested. This item incorporates that feedback.

The substantial components of this amendment were discussed and approved by the Planning Board at its meeting of September 11th, 2023.



Since the initial hearing additional amendments to the List of Definitions and Permitted Use Table have been approved by City Commission at its September 2024 meeting.

Ordinance **24-030** included the following definition: ***Boardinghouse or Roominghouse*** means a building arranged or used for lodging for compensation, with rooms rented out individually, with or without meals, and not occupied as a single-family unit. This definition shall not be deemed to include an adult congregate living facility or bed and breakfast.



Ordinance 24-031 allocated the following Districts to be acceptable zoning districts for such uses as a **Conditional Use**

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3	C4	C5	C6	CP
Group Living (except as noted below)	-	-	-	-	C	C	C	C	C	C	-	C	C	C	-	-
-Community Residential Home, Type 1 (1-6 residents)	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-
-Community Residential Home, Type 2 (7-14 residents)	-	-	-	-	-	-	C	-	C	C	-	C	C	-	-	-
-Dormitories, Fraternity and Sorority Houses	-	-	-	-	-	C	C	C	C	-	-	-	-	-	-	-
-Boardinghouse or Roominghouse	-	-	-	-	-	-	-	-	C	-	C	-	-	-	-	-



THE PURPOSE OF THE AMENDMENT

Sec. 125-328 - Boardinghouses and Roominghouses

Purpose. To establish and enforce standards for boardinghouses and roominghouses in the city in a manner which protects and preserves the health, safety, appearance, and general welfare of the citizens of the city.



THE AMENDMENT ESTABLISHES

Minimum maintenance standards.

The owner of a boardinghouse or roominghouse shall not occupy nor let to another for occupancy, a boardinghouse unit or roominghouse unit that is not clean, sanitary, safe, and fit for human habitation as required by the standards established by the City Code.



MAINTENANCE STANDARDS

Compliance with International Property Maintenance Code (IPMC).

- Each unit is provided with its own utility connections.
- Every unit must have an operable window or secondary means of emergency egress.
- No cooking in any boardinghouse unit or roominghouse unit.
- trash and recycling container is provided and is maintained in compliance with City Code
- Habitable Rooms are not: cellar, garage, carport, shed, basement space, or similar accessory structure.
- Maintain the exterior of the premises to prevent the accumulation of stagnant water.
- All animals or pets must be licensed.
- Provide fire and smoke protection features and systems.



MINIMUM SPACE REQUIREMENTS

Every room occupied for sleeping purposes shall:

- Have a gross floor area of not less than seventy (70) square feet and, when occupied by more than one (1) occupant it shall have a gross floor area calculated on the basis of total habitable room area of not less than fifty (50) square feet for each occupant; and
- Have a minimum width of eight (8) feet; and
- Comply with the requirements of the adopted International Property Maintenance Code (IPMC). Any portion of a room having a ceiling height less than the minimum specified in the IPMC shall not be included in computing the total floor area of such room.



MINIMUM PARKING REQUIREMENTS

- Minimum parking standards for boardinghouses are defined within the off-street parking standards of this code. Roominghouses shall be subject to the same requirements.
- Parking standards for boardinghouse or roominghouse establishments may be reduced by up to 50% if public transportation stops are located within one quarter mile of the boardinghouse or roominghouse.



PRE-EXISTING AND PROPOSED BOARDINGHOUSES OR ROOMINGHOUSES IN R-5 or C-2 ZONING DISTRICTS

- Shall comply with all provisions of the code, to include, but not limited to minimum maintenance standards, space requirements, and parking requirements.
- Shall comply with the Florida Building Code (FBC) and with the Fire Code in effect at the time a certificate of occupancy is issued.
- Pre-existing boardinghouses and roominghouses in the R-5 or C-2 zoning districts will be allowed twenty-four (24) months from the date of adoption of this ordinance to obtain a conditional use permit from the planning department to continue their use.



NON-CONFORMING BOARDINGHOUSES OR ROOMINGHOUSES NOT WITHIN R-5 or C-5 ZONING DISTRICTS

- Shall be immediately required to apply for a conditional use to the city's planning department and be subject to and comply with all applicable Florida Building Code (FBC) and Fire Codes.
- In addition, such boardinghouses and roominghouses may also require a change of use and certificate of occupancy under the provisions of the FBC, made through the city's Building Department



ENFORCEMENT

- The police department's officers, code enforcement officers, and any other city employees designated by the city manager shall enforce this article;
- Provisions of this chapter may be enforced by the city as a civil violation pursuant to chapter 1, article II.



RECOMMENDATION

Staff recommendation is for the City Commission to **APPROVE** the proposed zoning text amendments.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
- or
2. Denial.



ORDINANCE NO. 25-016

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING CHAPTER 125 – ZONING, ARTICLE VII – SUPPLEMENTARY REGULATIONS, DIVISION 1 – GENERALLY, SECTION 125-328 – BOARDINGHOUSES AND ROOMINGHOUSES TO REGULATE THE STANDARDS OF OPERATION OF BOARDINGHOUSES AND ROOMINGHOUSES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by enacting Section 125-328 – Boardinghouses and Roominghouses, the City recognizes the need for safe, clean housing for its citizens and finds it necessary to establish and enforce standards for boardinghouses and roominghouses in the city in a manner which protects and preserves the health, safety, appearance, and general welfare of the citizens of the city.

WHEREAS, the City Commission adopted ordinance 24-030 amending Section 125.3 General Definitions to include a definition of Boardinghouse and Roominghouse at its September 9th, 2024, meeting.

WHEREAS, the City Commission adopted ordinance 24-031 amending Section 125.187 Allowed Uses to allocate appropriate zoning districts as permitted use zones for Boardinghouse and Roominghouse uses at its September 9th, 2024, meeting.

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their September 11, 2023, meeting, voted 6 to 0 to recommend approval of the request.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Section 125-328 is hereby created, so the same shall read as follows:

Sec. 125-328. - Boardinghouses and Roominghouses

- (a) Purpose. To establish and enforce standards for boardinghouses and roominghouses in the city in a manner which protects and preserves the health, safety, appearance, and general welfare of the citizens of the city.
- (b) Minimum maintenance standards. The owner of a boardinghouse or roominghouse shall not occupy nor let to another for occupancy, a boardinghouse unit or roominghouse unit that is not clean, sanitary, safe, and fit for human habitation as required by the standards established hereunder, and

other codes of the City of Fort Pierce, St. Lucie County, and the State of Florida.

The owner of a boardinghouse or roominghouse shall:

- (1) Maintain the premises, both interior and exterior including landscape elements, in a manner consistent with these ordinances and the International Property Maintenance Code as may be amended from time to time; and
 - (2) Unless each unit is provided with its own utility connections, ensure utilities are provided to the premises; and
 - (3) Every unit must have an operable window or secondary means of emergency egress. Such windows shall be provided with shades, draperies, or other devices or materials to cover all windows so as to afford privacy to occupants; and
 - (4) Not permit cooking in any boardinghouse unit or roominghouse unit; and
 - (5) Ensure one (1) trash and one (1) recycling container per 4 occupants or a dumpster for use by all occupants is provided and is maintained in compliance with Chapter 30 of this code; and
 - (6) Not permit the use of any cellar, garage, carport, shed, basement space, or similar accessory structure as a habitable room; and
 - (7) Maintain the exterior premises so as to prevent the accumulation of stagnant water thereon; and
 - (8) All animals or pets must be licensed with the city and be kept in a manner consistent with the provisions of this Code.
 - (9) Provide fire and smoke protection features and systems as required in this Code and the International Property Maintenance Code.
- (c) Minimum Space Requirements. Every room occupied for sleeping purposes shall:
- (1) Have a gross floor area of not less than seventy (70) square feet and, when occupied by more than one (1) occupant it shall have a gross floor area calculated on the basis of total habitable room area of not less than fifty (50) square feet for each occupant; and
 - (2) Have a minimum width of eight (8) feet; and
 - (3) Comply with the requirements of the current adopted International Property Maintenance Code. Any portion of a room having a ceiling height less than the minimum specified in the International Property Maintenance Code shall not be included in computing the total floor area of such room.
- (d) Parking Requirements.
- (1) Minimum parking standards for boardinghouses are defined within the off-street parking standards of this code. Roominghouses shall be subject to the same requirements.

- (2) Parking standards for boardinghouse or roominghouse establishments may be reduced by up to 50% if public transportation stops are located within one-quarter mile of the boardinghouse or roominghouse.
- (e) Pre-existing or proposed boardinghouses or roominghouses (in R-5 and C-2 zoning districts).
- (1) Shall comply with all provisions of this section, to include, but not limited to minimum maintenance standards, space requirements, and parking requirements.
 - (2) Shall comply with the Florida Building Code (FBC) and with the Fire Code in effect at the time a certificate of occupancy is issued.
 - (3) Pre-existing boardinghouses and roominghouses in the R-5 and C-2 zoning districts will be allowed twenty-four (24) months from the date of adoption of this ordinance to obtain a conditional use permit from the planning department to continue their use.
- (f) Illegal and new boardinghouses and roominghouses (located outside of the R-5 or C-2 zoning districts) shall be required, from the date of adoption of this ordinance, to apply for a conditional use permit from the planning department for their use, and shall be subject to, and comply with, all applicable:
- (1) Florida Building Codes. The application of which will depend upon the Florida Building Code classification of use and whether the use is related to transient or non-transient purposes and the number of occupants. Such boardinghouses and roominghouses may also require a change of use and certificate of occupancy under the provisions of the FBC, made through the city's Building Department.
 - (2) Fire Codes. The classification under the applicable Fire Codes. The fire protection requirements are driven by the classification and could include either NFPA 13, 13R or 13D requirements. Other standards may also become applicable
- (g) Enforcement.
- (1) The police department's officers, code enforcement officers, and any other city employees designated by the city manager shall enforce this article; complaints may be filed with the city using all available and acceptable methods.
 - (2) Provisions of this chapter may be enforced by the city as a civil violation pursuant to chapter 1, article II.

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

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM AND
CORRECTNESS:

Sara Hedges, Esq.
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-016 was duly advertised in the St. Lucie News Tribune on Sunday, March 16th, 2025; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2025, by the City Commission of the City of Fort Pierce, Florida.

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

Linda Hudson
MAYOR COMMISSIONER

ATTEST

Linda W. Cox
CITY CLERK

(CITY SEAL)



TO: KEV FREEMAN, BUILDING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: BOARDING HOUSES - ZONING TEXT AMENDMENT

CAO RLS FILE: RLS 24-68

DATE: MARCH 8, 2024

I have reviewed the above Request for Legal Services (RLS). Please make the following corrections to the draft Ordinance:

1. Capitalize City in the first Whereas clause.
2. Include the Florida Building Code (FBC) parenthetical in subparagraph (e)(2) and remove it from (g)(3).

With the above corrections, the Ordinance is approved as to form and correctness.

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

Thank you.
SH/mm



PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: 25-016

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 16th, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE:

DATE: April 9th, 2025

AFFIDAVIT OF PUBLICATION

Tina Rel
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

Received
MAR 31 2025
City Clerk's Office

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:


03/16/2025, 03/23/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/23/2025



Legal Clerk



Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost: \$846.80
Tax Amount: \$0.00
Payment Cost: \$846.80
Order No: 11127785 # of Copies:
Customer No: 1126026 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041 and City Code Section 125-37 will hold public hearings on Monday, April 21st, 2025, and Monday, May 5th, 2025 on the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. 1, Fort Pierce, Florida at 5:05 p.m.

ORDINANCE 25-016 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING CHAPTER 125 - ZONING, ARTICLE VII - SUPPLEMENTARY REGULATIONS, DIVISION 1 - GENERALLY, SECTION 125-328 - BOARDINGHOUSES AND ROOMINGHOUSES TO REGULATE THE STANDARDS OF OPERATION OF BOARDINGHOUSES AND ROOMINGHOUSES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance establishes standards for the operation and maintenance of boardinghouses and roominghouses in the city in a manner which protects and preserves the health, safety, appearance, and general welfare of the citizens of the city.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox, City Clerk Publish: 03/16/2025 & 3/23/2025

City Commission Regular Meeting

13. a.

Meeting Date: 05/05/2025

Re: Res. 25-R37 Lease Agreement with Congressman Mast

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R37 Authorizing the Lease of Space in City Hall to Brian Mast, United States Representative

SUMMARY:

On January 6, 2025, the City Commission approved a lease agreement with Congressman Mast for office space at Fort Pierce City Hall. However, the Congressman did not sign the agreement and requested the removal of the indemnification language. Based on the Federal Tort Claims Act (FTCA), our insurance carrier has confirmed that the indemnification language may be removed from the lease agreement. The agreement stipulated a monthly rental payment of \$250 and was effective January 3, 2025, until expiration on January 2, 2027.

RECOMMENDATION:

Staff recommends the adoption of the resolution leasing space at City Hall to Congressman Mast.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Sara Hedges, City Attorney

Attachments

Resolution

Exhibit A - Floor Plan

Exhibit B - Non-Assignable Lease

District Office Lease

CAO Memo

Form Review

Form Started By: Tina Rel

Started On: 04/23/2025 08:36 AM

Final Approval Date: 04/23/2025

RESOLUTION NO. 25-R37

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE **LEASE OF SPACE IN CITY HALL, 100 NORTH US HIGHWAY 1, FORT PIERCE, FL 34950 TO BRIAN MAST, UNITED STATES REPRESENTATIVE**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-245(d) of the City of Fort Pierce Code of Ordinances allows for the United States, or any department or agency thereof, to apply to the City of Fort Pierce for lease of real property owned by the municipality for public or community interest and welfare; and

WHEREAS, the City may lease the property to the United States, or any department or agency thereof, if the City Commission is satisfied that the property is required for the purpose of public or community interest and welfare; and

WHEREAS, the purpose for which the property is to be used and the price or rent for the property must be set out in a resolution approving the lease; and

WHEREAS, Congressional District 21 United States Representative Brian Mast has requested a lease agreement for space in City Hall at 100 North US Highway 1, Fort Pierce, Florida, to be used as a governmental public office; and

WHEREAS, the City is satisfied that such property is available for use as a governmental public office for the purpose of public or community interest and welfare, is not needed for city purposes, and is appropriate to lease for \$250.00 per month for a three (3) year term; and

WHEREAS, on the 6th day of January 2025, the City Commission of the City of Fort Pierce adopted resolution 25-R06 approving a lease agreement for space in city hall, 100 North US Highway 1, Fort Pierce, FL 34950, to Brian Mast, United States Representative, which included an Indemnification Clause; and

WHEREAS, subsequent to the approval of the lease, Congressional District 21 United States Representative Brian Mast determined that he could not sign the lease with the indemnification clause included; and

WHEREAS, based on the Federal Tort Claims Act (FTCA), the City is willing to move forward with a Lease Agreement without the indemnification clause.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

1. The City Commission does hereby authorize a Lease Agreement for the office space at City Hall as shown on Exhibit "A", attached hereto, with Congressional District 21 United States Representative Brian Mast for the purpose of a governmental public office and the rent shall be \$250.00 per month.

2. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the execution of the Lease Agreement, attached hereto at Exhibit "B".

3. 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 invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

4. All resolutions or parts of resolution in conflict herewith are hereby repealed.

5. This Resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 5th day of May 2025.

Linda Hudson, Mayor

ATTEST:

Linda W. Cox, City Clerk

(CITY SEAL)

Approved as to Form
And Correctness

Sara K. Hedges
City Attorney

EXHIBIT A

DEPICTION OF OFFICE SPACE LEASED

EXHIBIT B

NON-ASSIGNABLE
LEASE AGREEMENT FOR OFFICE SPACE AT CITY HALL

**NON-ASSIGNABLE
LEASE AGREEMENT FOR OFFICE SPACE AT CITY HALL**

This agreement (Lease) for certain office space located at City Hall, made and entered into effective as of January 3, 2025, between the City of Fort Pierce, a Florida municipal Corporation (Lessor) and Brian Mast as United States Representative, Congressional District 21, (Lessee).

1. LEASED PREMISES

Lessor hereby leases to Lessee certain office space located at City Hall, 100 N. US Highway One, Fort Pierce, Florida, 34950. That office space is more particularly described as approximately 372 square feet of floor area at City Hall, as identified on the sketch in Exhibit "A" as Room 216 and Room 217, attached hereto (Leased Premises). Lessor also hereby grants to Lessee and Lessee's employees, agents, invitees, licensees and vendors the nonexclusive right to use the common areas of the building, including, but not limited to the bathrooms and conference rooms.

2. USE

Lessee shall use and occupy the Leased Premises for the purpose of a governmental public office for a United States Representative, Congressional District 21, and for no other purpose.

3. TERM

The term of this lease shall commence on January 3, 2025 and shall continue until expiration on January 2, 2027 (the Term). Notwithstanding anything to the contrary contained herein, Lessee and Lessor shall each have the right to terminate this lease upon thirty (30) days written notice by the terminating party delivered as hereinafter set forth.

4. RENT

Lessee shall pay to Lessor in United States currency the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) per month, payable in arrears by the last day of each rental month during the term of this lease.

Rent shall be paid to the following address:

City of Fort Pierce
c/o Finance Director
100 North US Highway 1
Fort Pierce, FL 34950

5. LESSEE AND LESSOR'S RESPONSIBILITIES

Lessee shall provide any office furnishings, pay for any telephones, computers or other accessory equipment and all electric services.

Lessor shall pay for all water, sewer, garbage and janitorial services. Lessor shall provide accessibility to the premises during normal business hours and shall provide access after hours.

6. LESSEE'S IMPROVEMENTS

All alterations, additions, improvements, decorations or installations, including but not limited to, railings, air-conditioning ducts or equipment, except moveable furniture, partitions and fixtures put in at the expense of the Lessee which can be removed by Lessee without causing any structural damages to the building and where Lessee reasonably repairs any damages to the Leased Premises due to removal of the fixture(s), shall become the property of the Lessor at the termination of this lease. Lessee shall pay the cost of any and all office improvements. Lessee shall obtain prior written consent from Lessor as to any alterations of the Leased Premises.

7. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given in person or sent certified mail, return receipt requested, first class, postage prepaid and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Article.

IF TO LESSEE:

Brian Mast
United States Representative, Congressional District 21

IF TO LESSOR:

City Manager
City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34950

With a copy to:
City Attorney
100 North US Highway 1
Fort Pierce, FL 34950

8. ENTIRE AGREEMENT

It is understood and acknowledged there are no oral agreements between the parties hereto affecting this lease and House of Representatives District Office Lease Agreement and this lease and House District Lease Attachment supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the lease specifically incorporated herein.

9. MODIFICATION OF LEASE

This lease may be modified only by mutual written agreement of both parties, and shall be non-assignable.

10. GOVERNING LAW

Federal law and the laws of the State of Florida shall govern the validity, performance and enforcement of this lease. Should either party institute legal action to enforce any provisions contained herein, it is agreed the venue of such action shall be in St. Lucie County, Florida; and both parties hereby waive any defenses to the contrary. This lease shall not be construed either for or against Lessee or Lessor, but shall be interpreted in accord with the general tenor of this language.

11. COMPLIANCE WITH LAW

Lessor covenants and warrants the building and the Leased Premises and any use or intended use thereof by Lessor presently complies with, and will continue throughout the term of this lease to comply with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations, and all other applicable laws, rules and regulations including but not limited to the American with Disabilities Act of 1990, 42 USC 12101, et. seq. If Lessor receives notice from federal, state or other government body that they are not in compliance with any such covenant, ordinance, code, law or regulation, Lessor will promptly provide the Lessee with a copy of such notice and with a statement of Lessor's intended action to bring the building and the Leased Premises and Lessor's use thereof into compliance. The provisions of this paragraph 11 are material terms of this lease.

12. INSURANCE, INDEMNITY, AND LIABILITY

Tenant shall, at its own expense, procure and maintain throughout the term of this Lease Agreement, with insurers acceptable to Landlord, the types and amounts of insurance conforming to the minimum requirements set forth herein. Tenant shall not occupy the Leased Premises until the required insurance is in force and evidence of insurance acceptable to Landlord has been provided to, and approved by, Landlord.

Property Insurance. LESSEE shall provide all risk property insurance coverage in an amount no less than the replacement cost of any and all improvements on the Premises and LESSEE's personal property. Such insurance shall be written on an "agreed value" basis without the application of any coinsurance clause. LESSOR shall be included as an additional insured on LESSEE's Property insurance.

Workers' Compensation/Employers' Liability. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for

use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

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

- Part One: "Statutory"
- Part Two: \$500,000 Each Accident
\$500,000 Disease -- Policy Limit
\$500,000 Disease -- Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against FPRA and the CITY and their respective members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with LESSOR and their respective members, officials, officers, and employees scheduled thereon.

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

LESSOR and their respective members, officials, officers, and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO form CG 20 11 (Additional Insured -- Managers or Lessors of Premises).

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

General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$3,000,000
Damage to Property Rented to you	\$1,000,000

Automobile Liability Insurance:

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

policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

General Conditions. (i) The insurance provided by the LESSEE shall apply on a primary basis to any insurance maintained by LESSOR. Any insurance, or self-insurance, maintained by LESSOR shall be in excess of, and shall not contribute with the insurance provided by LESSEE.

(ii) Except where prior written approval has been obtained hereunder, the insurance maintained by LESSEE shall apply on a first dollar basis without application of a deductible or self-insured retention. LESSEE shall pay on behalf of LESSOR or their members, officials, officers, and employees any deductible or self-insured retention applicable to a claim against LESSOR or their members, officials, officers, and employees.

(iii) All policies of insurance provided by the LESSEE shall be endorsed to provide that the Insurer waives its rights against LESSOR and their members, officials, officers, and employees.

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

(v.) Neither approval nor failure to disapprove insurance furnished by LESSEE shall relieve LESSEE from the responsibility to provide insurance as required by this Agreement.

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

(vii.) All required policies of insurance must be written by an insurance company or insurance companies qualified to write insurance in the State of Florida, and acceptable to LESSOR.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

**The City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480**

**2. Additional Insured for General Liability City of Fort
Pierce, and their respective officials, officers, and employees.**

Per the website of the United States House of Representatives' official website, if the lessee is unable to provide a certificate of insurance as requested above, the lessee can provide a letter explaining the protections of the Federal Tort Claims Act (FTCA) asking the letter to be accepted in lieu of a certificate of insurance.

13. SURRENDER UPON TERMINATION

LESSEE covenants and agrees to and with LESSOR that upon expiration of the Term, or earlier termination of this Agreement, LESSEE shall surrender and deliver to repair any property installed on the Premises by the CITY and repair any portion of the Premises for which insurance proceeds are not paid to the CITY. Nothing in this provision shall authorize abatement or reduction of Fees, termination of this Agreement, because of total or partial destruction arising out of the negligent or willful acts of omission or commission by LESSEE or those owning, employed by, under contract to, or guests or invitees of LESSEE.

a. Neither this agreement or other arrangement between LESSOR and LESSEE, nor shall the same ever be construed, so as to (i) create a partnership with the CITY and LESSEE, (ii) make LESSOR and LESSEE joint ventures.

b. The prevailing party shall be entitled to reasonable attorneys' fees through and including all trial and appellate levels and all other costs incurred in any action taken by or against it relating to a claim, controversy or dispute arising from the terms, conditions or provisions of this Agreement.

c. Time is of the essence in the performance of all obligations set forth in this Lease.

d. This Agreement shall be governed by the laws of the State of Florida and venue with respect to any litigation shall be Fort Pierce, Florida.

e. No waiver of any breach of any covenant, agreement or provision of this Agreement shall be construed to be held to waiver of any other breach or waiver, acquiescence or as consent to any further or succeeding breach of the same covenant, agreement, or provision.

f. If any provision or provisions of this Agreement should be held invalid or unenforceable by any court or competent jurisdiction, such ruling shall not affect the validity or unenforceability of the remainder of this Agreement and the Agreement, as so modified, shall remain in full force and effect.

g. This Agreement has been mutually negotiated by the parties and this Agreement shall not be construed more strictly against either party by virtue of which party prepared this Agreement.

**LESSOR:
CITY OF FORT PIERCE**

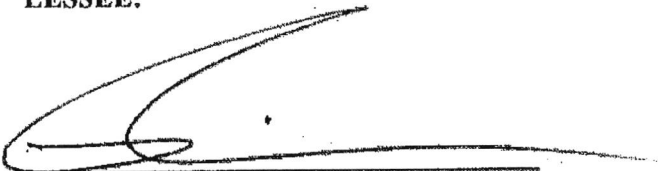
Witness

Linda Hudson, Mayor

Witness

LESSEE:

Witness



Brian Mast
United States Representative
Congressional District 21

Witness

APPROVED AS TO FORM AND CORRECTNESS

City Attorney

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 119th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from January 3, 2023 to January 2, 2025 for the lease of office space located at 100 North US Highway 1, Suite 217 in the city, state and ZIP of Fort Pierce, FL.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 2027. (This District Office Lease Amendment (“Amendment”) may not provide for an extension of beyond January 2, 2027, which is the end of the constitutional term of the 119th Congress.
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be \$250. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].

NONE
4. **District Office Lease Attachment for the 119th Congress.** This District Office Lease Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress and the District Office Lease Attachment for the 119th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Amendment
(Page 2 of 2 - 119th Congress)


IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Brian Mast

Print Name of Lessee

By: _____
Lessor Signature



Lessee Signature

Name:

Title:

Date

2/13/2025

Date

This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment - Instructions

The District Office Lease Attachment ("Attachment") must accompany *every* Lease or Amendment submitted for a Member/Member-elect's District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- Section B ("Additional Lease Terms") of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel ("Administrative Counsel") via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment
(Page 1 of 5 - 119th Congress)

SECTION A
(Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

* **High-Speed Internet Available Within the Leased Space.**
Please list any internet providers known to provide service to the property:

* **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- Lockable Space for Networking Equipment.**
 Telephone Service Available.
 Parking. _____ Assigned Parking Spaces
_____ Unassigned Parking Spaces
 General Off-Street Parking on an As-Available Basis
- Utilities.** Includes: _____
 Janitorial Services. Frequency: _____
 Trash Removal. Frequency: _____
 Carpet Cleaning. Frequency: _____
 Window Washing. **Window Treatments.**
 Tenant Alterations Included In Rental Rate.
 After Hours Building Access.
 Office Furnishings. Includes: _____
 Cable TV Accessible. If checked, Included in Rental Rate: Yes No
 Building Manager. Onsite On Call Contact Name: _____

Phone Number: _____ Email Address: _____

District Office Lease Attachment

(Page 2 of 5 -- 119th Congress)

SECTION B **(Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease -- which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House -- shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Attachment

(Page 3 of 5 – 119th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

(Page 4 of 5 – 119th Congress)

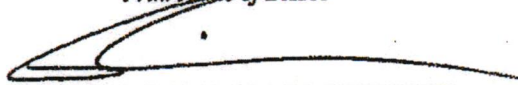
systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment
(Page 5 of 5 - 119th Congress)

- 28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

<p>_____ <i>Print Name of Lessor/Landlord</i></p> <p>By: _____ <i>Lessor Signature</i></p> <p>Title: _____</p> <p>_____ <i>Date</i></p>	<p><i>Brian Mast</i> _____ <i>Print Name of Lessee</i></p> <p> _____ <i>Lessee Signature</i></p> <p><i>2/13/2025</i> _____ <i>Date</i></p>
---	--

From the Member's Office, who is the point of contact for questions?
Name JORDAN SEJOURN Phone 202-525-0634 E-mail jordan.sejour@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed *Cecilia Daly* Date _____
(Administrative Counsel)



TO: TINA REL, RECORD MANAGEMENT COORDINATOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: RESOLUTION 25-RXX - LEASE AGREEMENT WITH CONGRESSMAN BRIAN MAST

CAO RLS FILE: RLS 25-73

DATE: APRIL 15, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Non-Assignable Lease Agreement for Office Space at City Hall ("Lease Agreement") with Congressman Brian Mast. Provided for my review were a Resolution and a Lease Agreement. This Lease Agreement was previously approved by the City Commission with indemnification language, which the Congressman did not sign and requested the indemnification language be removed. Please note, our insurance carrier, based on the Federal Tort Claims Act (FTCA), has agreed the indemnification language could be removed from the Lease Agreement.

I have made suggested changes to the Resolution. The Resolution has been uploaded in a Track Changes and Clean Copy format. The Clean Copy of the Resolution and the Lease Agreement are approved as to form and correctness.

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

Thank you.
SH

City Commission Regular Meeting

13. b.

Meeting Date: 05/05/2025

Re: Parks Advisory Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R38 Appointing Chase Whitaker to the City of Fort Pierce Parks Advisory Committee as Commissioner Broderick's appointee.

SUMMARY:

Eileen Emery resigned, thus creating a vacancy for the seat appointed by Michael Broderick.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek Candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Michael Broderick

Attachments

Resolution

Application

Form Review

Form Started By: Tina Rel
Final Approval Date: 04/23/2025

Started On: 04/23/2025 01:47 PM

RESOLUTION NO. 25-R38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKS ADVISORY 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 Parks Advisory Committee, which was established via Resolution No. 19-R37; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

<u>Name</u>	<u>Appointed by:</u>	<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 5th day of May 2025.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA HEDGES, CITY ATTORNEY
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 Regular Meeting

13. c.

Meeting Date: 05/05/2025

Re:

SUBJECT:

Resolution 25-R39 Appointing Susan Garrett to the City of Fort Pierce Historic Preservation Board as Commissioner Broderick's appointee.

SUMMARY:

Patrece Frisbee resigned, thus creating a vacancy for the seat appointed by Michael Broderick.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek Candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Michael Broderick

Attachments

Resolution

Application

Form Review

Form Started By: Tina Rel
Final Approval Date: 04/23/2025

Started On: 04/23/2025 02:10 PM

RESOLUTION NO. 25-R39

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

WHEREAS, the Historic Preservation Board membership is established via Chapter 111, Article II, Division 2, Subdivision II, Section 111-89 of the Code of Ordinances of Fort Pierce, Florida.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, as follows:

1. The following be and is hereby appointed by the City Commission to serve as a member of the Historic Preservation Board; said term shall run concurrent with the that of the appointing Commissioner, or when a successor has been duly appointed.

- Susan Garrett appointed by Commissioner Michael Broderick

BE IT FURTHER RESOLVED that this Resolution shall become effective April 5, 2025.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of April, 2025.

LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA K. HEDGES, ESQ.
CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #23635

Date Submitted: 2/10/2025

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

Historic Preservation Board

Name:*

Susan M Garrett

Home Address:*

1461-B Captains Walk

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

5 years resident; 13 years owner

Telephone Number*

(404) 219-2998

If less than two years, provide prior address:

1461 Captain's Walk

Are you a citizen of the United States? *

Yes

No

Occupation: *

Attorney

Employer:*

Torcivia, Donlon, Goddeau & Rubin (retiring April 2025)

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) *

I am a five year, year-round resident and twelve year property owner in Fort Pierce, and a soon-to-be-retired attorney with 30+ years experience in land use, zoning, land development, environmental and historic preservation matters. I have advised historic preservation boards in Florida and Georgia, and served on and chaired the City of Decatur (GA) Historic Preservation Commission. For many years I taught Historic Preservation Law in the Heritage Preservation program at Georgia State University and was a frequent guest speaker at historic preservation commission training sessions throughout the southeastern states.

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:*

Suzi Boardman; Tanya Earley

Applicant Email Address:*

susangarrett@mindspring.com

Date:*

02/10/2025

Applicant's Signature:*

Susan M Garrett

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

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

Upload Resume (Optional)

Susan Garrett resume 02.2025.pdf

SUSAN M. GARRETT

1461-B Captain's Walk
Fort Pierce, Florida 34950
(404) 219-2998

susangarrett@mindspring.com

Experience:

Senior Associate, Torcivia, Donlon, Goddeau & Rubin, P.A.

West Palm Beach, Florida

November, 2020 – April, 2025

- Legal advice and representation to municipalities in all aspects of local government law, including land use, code enforcement, contracts and procurement, public safety, personnel, public records and Sunshine Law, and general business matters.

Division Chief, Public Safety, City of Atlanta Law Department

Atlanta, Georgia,

2019-2020

- Primary legal advisor to all public safety agencies including Police, Fire & Rescue, Courts, Solicitor, Public Defender, and Corrections.
- Advice and counsel on all business matters including contracts, finance, legislation, human resources, disciplinary actions, public records, open meetings, personnel and medical records, privacy issues, risk management and avoidance, and litigation oversight.

Deputy City Attorney, City of Atlanta Law Department

Atlanta, Georgia

2018 – 2019

- Legal advisor to Executive Offices (Mayor) and City Council members, Finance Executive Committee, Department of Finance, Information Management Department, Department of Procurement, Department of City Planning, Department of Parks and Recreation, Department of Aviation.
- Oversight of bond and disclosure counsel, legislation, contract solicitations and bid protests, revenue, permitting, franchise and telecommunications matters, annexation, zoning and land use litigation.

Interim Chief Procurement Officer, City of Atlanta Department of Procurement

Atlanta, Georgia

2017 – 2018

- Interim executive leadership as member of Mayor's Cabinet managing 75+ employee department.
- Responsible for solicitation, contract execution and administration for all city goods, supplies, services and real estate for \$2.2 B annual budget.

Susan M. Garrett
Page Two

Senior Assistant City Attorney

City of Atlanta, Georgia
2012- 2017

- Key legal advisor to Department of Procurement, Atlanta Information Management Department, Department of Finance, Department of Planning & Community Development, Department of Human Resources, and Executive Offices.
- General business/financial advice, legislative drafting and document review.
- Representation in administrative proceedings and employment litigation.
- Procurement advice, drafting and negotiation of contracts, including employee benefits, technology, telecommunications franchise agreements, consulting services, intergovernmental agreements.
- Counsel to Board of Zoning Adjustment and License Review Board; Community Development and Human Services Committee and Zoning Committee.

Assistant City Attorney, City of East Point

East Point, Georgia
2009 -2012

- Municipal governance, employment, finance, procurement, contracts, legislation, land use and economic development. Advice and representation in administrative proceedings and litigation.
- Acting City Attorney, November 2011 – April 2012.

Principal, Law Office of Susan M. Garrett

Decatur, Georgia
1996-2008

- Representation of local government, civic organizations, businesses and individuals in land use, historic preservation, and environmental matters;
- Interim City Attorney, City of Clarkston, Georgia, May – August 2008.

Associate, Kirwan, Goger, Chesin, Parks & Remar, P.C.

Atlanta, Georgia.
1993-1996

- Representation of individuals and businesses in federal constitutional law, civil rights and employment-related administrative proceedings and litigation.
- Representation of health care providers in licensure, patient confidentiality, and general business matters.

Susan M. Garrett
Page Three

Associate, Remar & Graettinger, P.C.
Atlanta, Georgia.
1988-1993

- Representation of individuals and businesses in federal constitutional law, civil rights and employment-related administrative proceedings and litigation.

Legal Teaching Experience

Adjunct Professor, Georgia State University
Atlanta, Georgia
Fall Semester, 2005-2019

- Historic Preservation Law course in post-graduate Heritage Preservation Certificate program.

Visiting Professor, Emory University School of Law
Atlanta Georgia.
1993-1995

- Legal Research, Writing & Appellate Advocacy

Instructor, Georgia State University
Atlanta, Georgia
1987-1988 and 2000-2002

- Legal Research, Writing & Appellate Advocacy

Education

- Emory University School of Law, Atlanta, Georgia.
Juris Doctorate, June 1987.
Executive Editor, Emory Journal of International Dispute Resolution (now Emory International Law Review).
Author, Comment, *Resolving International Environmental Disputes Between Private Parties and States*, 1 Emory J. Int'l Disp. Res. 81(1987).
- New York University, New York, N.Y. and Paris, France, 1980-83.
Graduate studies in French.
- McGill University, Montreal, Quebec, Canada.
B.A., French Language & Civilization, 1976
Post-graduate Diploma in Education (French and ESL), 1977

Bar Admissions

- State of Georgia, 1987
- Georgia Superior and Appellate Courts, 1987.
- U.S. District Court for the Northern District of Georgia, 1987.
- U.S. Court of Appeals for the Eleventh Circuit, 1988.
- State of Florida, 2018

Affiliations

- International Municipal Lawyers' Association, 2009 to date.
- American Bar Association, Public Contract Law and State and Local Government Law Sections. Vice Chair, Public Contracts Committee, 2020-2021.
- State Bar of Georgia, 1988 to date.
Local Government and Environmental Law Sections, 2009 to date. Individual Rights Section, 1988-2009. Chair, 1998-2002.
Diversity Program Committee, 1999.
- The Florida Bar, City, County & Local Government Law Section, 2018 to date.

Community Service

- *City of Decatur (Georgia) Historic Preservation Commission.* Member, 1995-1997 and Chair, 1997-1998.
- *City of Clarkston (Georgia) Planning & Zoning Committee.* 2005-2006.
- Annual guest lecturer at Historic Preservation Commission Training programs throughout the southeastern states.
- Frequent lecturer and panelist at Continuing Legal Education seminars on zoning land use, historic preservation, and civil rights law matters.
- Panelist on *Ransomware and Governments* (local government cybersecurity issues) at International Municipal Lawyers' Association Annual Conference, 2019.
- Fort Pierce Yacht Club, Member, 2023-present. Board of Directors Member and Secretary, 2025 – present.

City Commission Regular Meeting

15. a.

Meeting Date: 05/05/2025

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

City Manager's Report

Form Review

Form Started By: Jennifer Robinson

Started On: 04/23/2025 12:58 PM

Final Approval Date: 04/23/2025

Purchase Orders Between \$10,000 to \$50,000 Approved by the Acting Manager from April 1, 2025 to April 30, 2025

Approver	Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
DJOHNSON	INFORMATION TECHNOLOGY	CLOVER SYSTEMS OF ORLANDO INC	IBM Hardware and Software Maintenance	\$12,594.19	0012500-546700 REPAIR & MAINTEN/COMPUTER	INFORMATION TECHNOLOGY
DJOHNSON	PW - FACILITIES MAINTENANCE	SPORT SURFACES LLC	PICKLEBALL COURT RENOVATIONS BID NO. 2024-014 CONT	\$24,500.00	1081111-563200 IMPROV OTHER/OTHER IMPROVE	PARKS MSTU
DJOHNSON	PW - FLEET	ELPEX, INC.	City wide tires, alignments, and services	\$10,000.00	0014003-599993 PO CLEARING ACCOUNT	FLEET MAINTENANCE
DJOHNSON	PW - PARKS AND GROUNDS	HELENA CHEMICAL COMPANY	MISC HERBICIDES AND TRACKER DYE FY 25	\$15,000.00	0014005-552420 OPERATING SUPPLIES/CHEMICALS	PARKS AND GROUNDS
DJOHNSON	PW - STREETS AND DRAINAGE	FERGUSON ENTERPRISES, INC. WW #125	MISC STORM DRAIN MATERIALS/TOOLS FY 25	\$10,000.00	0014006-534900 CONTRACTUAL SVC/MSC CONT FEE	STREETS AND DRAINAGE
DJOHNSON	PW - STREETS AND DRAINAGE	A-TECH WELDING LLC	MISC WELDING WORK CITY-WIDE FY 25	\$15,000.00	0014006-534900 CONTRACTUAL SVC/MSC CONT FEE	STREETS AND DRAINAGE
DJOHNSON	SOLID WASTE	ALLIANCE WIRELESS TECHNOLOGIES INC	12-REFUSE TRUCK CAMERAS AND INSTALLATIONS	\$31,778.78	4024200-564405 EQUIPMENT & MACHINERY/OTHER	SOLID WASTE

CITY MANAGER'S REPORT



MAY 2025

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Florida Tour de Force

On April 11, 2025, the 29th Annual Florida Tour de Force charity bicycle ride passed through Port St. Lucie and Fort Pierce as part of its five-day, 270-mile journey across the state. Beginning in North Miami Beach on Monday, the ride spanned eight counties and culminated in Daytona Beach.

Local law enforcement agencies — including the Fort Pierce Police Department, Port St. Lucie Police Department, St. Lucie County Sheriff's Office, and Florida Highway Patrol — teamed up to escort the cyclists and ensured a safe and smooth passage through the communities.

The Florida Tour de Force was more than just a ride — it was a tribute. Proceeds from the event benefited the families of Florida's Fallen Heroes, honoring those who made the ultimate sacrifice in the line of duty.

Thank you to everyone who came out in support and to the law enforcement partners who kept the riders safe!



SUNRISE THEATRE: CALL FOR ARTISTS

The Fort Pierce Redevelopment Agency (FPRA) is excited to announce a new Call for Artists for a mural on the exterior back wall of the iconic Sunrise Theatre. Submissions are now being accepted through the CAFÉ (Call for Entry) platform, with a deadline of Friday, May 16, 2025. This is a wonderful opportunity for artists to leave a lasting legacy on one of the city's most beloved buildings. We strongly encourage all local artists to submit their

designs and be a part of this exciting project. We can't wait to see the ideas and talent!

For details of the mural and to apply, please visit: <https://www.choosefortpierce.com/1056/FPRA-Mural-Program>.



FIRST-TIME HOME BUYER WORKSHOP

Date of Event: April 17, 2025

Location: River Walk Center

Hosted by: City of Fort Pierce Grants Division

Number of Attendees: 40

Our recent First-Time Home Buyer Workshop was a great success, uniting aspiring homeowners for an informative and empowering experience. The event provided practical knowledge, expert insights, and the confidence participants required to take the next steps toward owning their first home.

Workshop Highlights:

- **Expert Insights:** Mortgage Loan Officer Sean Depasquale led engaging sessions on key topics like affordability, credit, loan types, pre-approval, and the full home loan process—equipping attendees with the knowledge and confidence to take their next steps.
- **Interactive Q&A:** Participants had the chance to ask personalized questions and get tailored advice, making the sessions highly relevant and engaging.
- **Positive Feedback:** Attendees praised the clear, approachable format. Thanks to the strong response, we're excited to offer more community workshops this May, June, and July!



FPRA LAUNCHES NEW COMMERCIAL GRANT PROGRAMS

The Fort Pierce Redevelopment Agency (FPRA) has launched two new grant programs aimed at revitalizing commercial properties within the FPRA District:

1. Commercial Façade Grant Program

This program offers financial assistance in the form of a reimbursable grant, matching 50% of project costs up to \$25,000. The grant is available to business and property owners seeking to make impactful exterior improvements that enhance curb appeal and contribute to the character of the district. Eligible improvements include façade restoration, installation of awnings, ADA accessibility upgrades, and other high-visibility enhancements.

2. Commercial Sign Grant Program

This program provides a reimbursable grant of up to \$5,000 per property to support the installation of new signage or replacement of outdated signs with more modern, attractive alternatives that meet current code requirements.

These programs are part of the FPRA's ongoing commitment to stimulate private investment, enhance the built environment, and promote economic growth in targeted redevelopment areas.

Full program details and application information are available at:

<https://cityoffortpiece.com/969/FPRA-Grants>

LET'S BRIGHTEN UP THE BLOCK — ONE FACADE AT A TIME!

COMMERCIAL FAÇADE GRANT

REIMBURSABLE GRANT MATCHING 50% UP TO \$25,000

ELIGIBLE IMPROVEMENTS

- ✓ Siding/Stucco
- ✓ Windows/Doors
- ✓ Pedestrian/Bicycle Amenities
- ✓ Patios/Decks
- ✓ Exterior Lighting
- ✓ ADA Improvements
- ✓ Awnings/Canopies
- ✓ Parking Lot Improvements
- ✓ and more

APPLY TODAY



www.choosefortpiece.com



COMMERCIAL SIGN GRANT PROGRAM

Need a New Sign?

Upgrade your curb appeal with the FPRA Commercial Sign Grant!



\$5,000 Reimbursable Grant

APPLY NOW



772-467-3786

www.choosefortpiece.com



Cops on the Rooftop

On the morning of April 4, 2025, the Fort Pierce Police Department and the St. Lucie County Sheriff's Office, in partnership with Dunkin', raised over \$800 in support of Special Olympics Florida athletes. The agencies express sincere appreciation to all members of the community who participated and contributed to the event.



ST. LUCIE COUNTY CHAMBER OF COMMERCE OFFICER OF THE MONTH

On April 8, 2025, Officer Matthew Memon was recognized as the Officer of the Month for April by the St. Lucie County Chamber of Commerce. In addition, Jean Citto and the Fort Pierce Elks Lodge 1520 were honored as Support Services Personnel of the Month. Jean Citto and the Elks Lodge successfully secured a \$3,000 grant for the Fort Pierce Police Department's Courageous Kids and RICH House programs. They have also demonstrated continued support for the department's annual Christmas programs.

115 - 215 KINGS LN

Sitework has begun at the highly anticipated Kings Landing Townhomes. With the first two townhome permits ready to be issued, vertical construction should begin shortly once the sitework consisting of road preparation, underground utilities and stormwater drainage is complete.



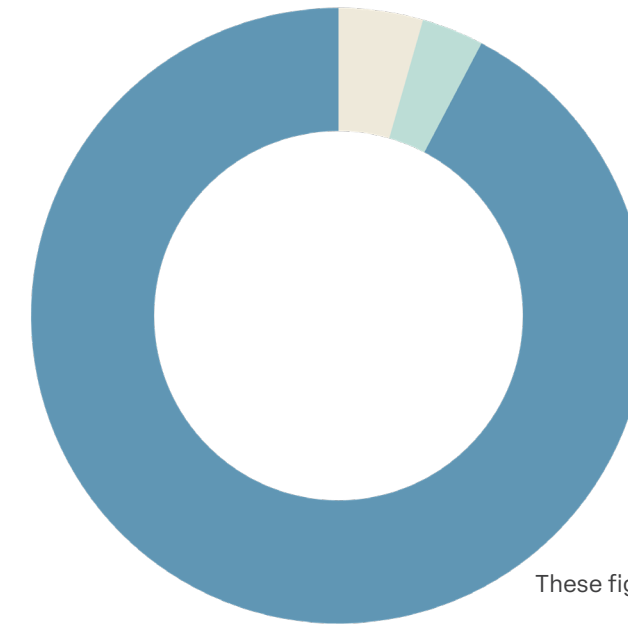
421 N US HWY1

Phatz Sports Bar & Grille is officially open! With their grand opening scheduled for May 5th, the Building Department provided them with a temporary certificate of occupancy allowing them to open while they satisfy a few remaining issues with the Planning and Engineering Departments.



514 N US HWY 1

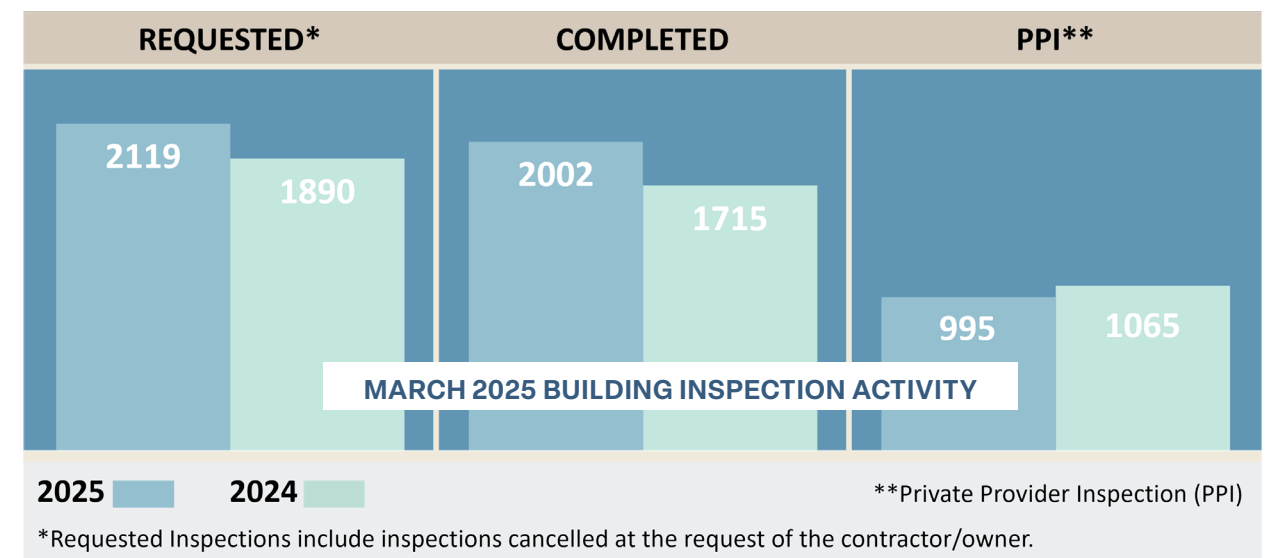
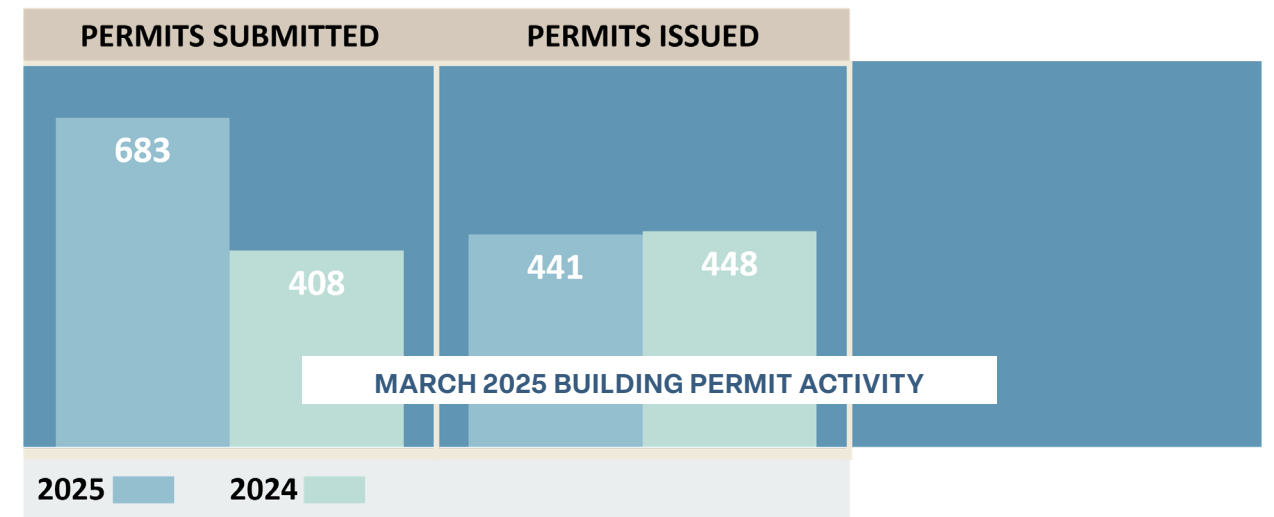
A fill cell inspection has been approved for the stem wall at Holy Family Veterinary Hospital. A stem wall is a type of foundation consisting of a concrete slab supported by continuous walls, or "stems", that extend from the footing to the concrete slab. While there are many benefits to a stem wall foundation, they are safer in flood zones, suitable for sloped terrain, aesthetically pleasing and help prevent cracking in the foundation.



MARCH 2025 NEW CONSTRUCTION VALUES

\$549,000	NEW COMMERCIAL PERMITS
\$404,181	NEW SITEWORK PERMITS
\$11,416,752	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in March 2025 for New Construction



**Private Provider Inspection (PPI)
*Requested Inspections include inspections cancelled at the request of the contractor/owner.

March 2025 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Living In a Structure Without Utilities	1	1	5.4	8.7	3	3	7.9	11.2
Unpermitted Construction Activity	2	0	10.0	0.0	3	1	0.0	7.0
Animal Control	-	-	-	-	2	1	0.3	1.1
General	-	-	-	-	5	1	14.2	0.0
Graffiti	-	-	-	-	1	1	0.0	0.0
Illegal Dumping	1	0	11.7	0.0	-	-	-	-
Outside Storage/Junk/Trash	-	-	-	-	1	1	0.0	3.2
Tall Grass/Overgrown Landscaping	1	0	0.0	0.0	-	-	-	-
Roadway Construction	-	-	-	-	1	0	0.0	0.0
Parks and Playgrounds	-	-	-	-	3	2	0.7	1.0
Pothole	2	0	0.6	0.0	3	0	0.6	0.0
Streetlight	-	-	-	-	2	1	0.0	3.1
Trash and Recycling	1	1	1.0	1.9	2	2	1.1	1.4
TOTALS	8	2	5.6	5.3	26	13	3.9	3.2

DTA - Days to Acknowledgement DTC - Days to Close

Please use this link to view a map of the Fort Pierce City Commission Election Districts: <https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Districts-Map-2022>

	BUILDING
	COMMUNITY RESPONSE
	ENGINEERING
	PUBLIC WORKS



Indian Hills Golf Course

Indian Hills Golf Course extends sincere thanks to all members and guests for their continued support. The year 2024 was a tremendous success, with revenues increasing by nearly \$400,000 compared to the previous year.

As warmer weather arrives along with the typical summer rains, the benefits of IHGC's fertilization program are becoming more evident across the course. The maintenance staff has done an outstanding job in reducing the weed population—long a persistent issue—and in maintaining the health of the Bermuda grass.

Beginning in mid-May, IHGC will launch its aggressive course maintenance program. The first green aeration is scheduled for Tuesday and Wednesday, May 6th and 7th. Please note that the course will be completely closed on both days to allow for aeration of the greens, as well as several fairways and tees.

With the hotter days of summer approaching, golfers are reminded to

stay hydrated. It is essential to drink fluids throughout the round. Many players bring only a single small bottle of water, when two—or even three—might be more appropriate for just nine holes. Consider stocking your golf cart with sports drinks to replenish electrolytes and salty snacks such as nuts or protein bars. While IHGC encourages everyone to enjoy summer golf, player safety remains the top priority.

Word of mouth continues to be IHGC's most valuable form of advertising. If guests or members have enjoyed their experience or appreciated the ongoing improvements, they are encouraged to tell a friend—or two! Conversely, if there are areas for improvement, the club welcomes feedback to ensure continuous progress.

Finally, IHGC thanks everyone once again for their support and invites all members and guests to "Like" and "Follow" the club on Facebook or Instagram for frequent updates on course conditions and maintenance projects.

SALES REPORT	FEBRUARY 2025		MARCH 2025	
	Golf Rounds	5174	5718	
Golf Fees	\$169,806.64	\$187,362.24		
Range Tokens	\$4,728.69	\$5,545.41		
Membership Pass	\$5,832.79	\$2,692.42		
Food & Beverages	\$11,676.60	\$14,240.98		
Merchandise	\$5,203.43	\$8,123.61		
TOTAL	\$197,248.15	\$217,964.66		



River Walk Center Sales Report - March 2025



classes

\$1,025



parks permits

\$3,811



special events

\$2,815



facilities

\$2,800



Keep Fort Pierce Beautiful



Community Day

FREE FUN FOR EVERYONE

Saturday, May 17, 2025, 10:00 a.m. - 2:00 p.m.

Rotary Park - 1901 S. 23rd Street, Fort Pierce, FL 34947

Join us for a fun-filled day for all ages:

- Food
- Pet-A-Pup
- Truck Demos
- Tree Giveaway
- Kids Face Painting
- Fun items to take home



Presented by the Public Works Department in collaboration with the Police Department, Code Compliance, and the Animal Adoption Center.

City Sponsored Event

The Zora Experience Festival 2025

April 5, 2025



Indian Hills Golf Course Site Expansion Phase 1

Phase I construction consisting of four (4) Pickleball Courts, paved parking lot for 36 vehicles, pervious paver golf cart staging area, landscaping, and parking lot lighting is substantially completed.

Final construction completion is scheduled for May 2025.



Pervious Paver Golf Cart Staging Area



Parking Lot



Pickleball Courts

Avenue D and Means Court Public Parking Lot

Construction of the new public parking lot has commenced. This parking lot will provide seventeen (17) public parking spaces and will consist of a pervious paver system complete with site lighting, landscaping, and irrigation. The parking lot is situated on the southeast corner of Avenue D and Means Court and will support the Highwaymen Museum currently under construction.

Construction completion is scheduled for June 2025.



Parking Lot Subgrade



Lighting Conduit Installation



Parking Lot Subgrade

**Avenue D
(29th Street to US 1)**

The project has been advertised. A Pre-Bid conference is scheduled for May 1, 2025. Bids are due May 20, 2025.

**Avenue D
(US 1 to Indian River Drive)**

The change order for the consultant's design has been approved. Awaiting a new/amended Purchase Order requested from Purchasing on April 14, 2025.

**11th Street
(Boston Avenue to Orange Avenue)**

This project includes improvements to Boston Avenue from 13th Street to 10th Street and Preston Court from Boston Avenue to Delaware Avenue. The 100% design plans have been received, but a funding source for the construction phase of the project has not yet been identified.

**13th Street Phase 2
(Georgia Avenue to Orange Avenue)**

The City has been notified that the \$2 Million Grant from the State was not approved. The project includes roadway reconstruction, including drainage, sidewalks, curb and gutter, limited landscaping, lighting, and the use of underground utilities is preferred. The 100% plans were received from the consultant, but a funding source for the construction phase of the project has not yet been identified.

**Nebraska Avenue Sidewalk
(Lawnwood Circle) Phase 1**

The City continues to coordinate internally to meet FDOT requirements of the Transportation Alternatives Program (TAP) Grant and Local Agency Program (LAP) Certifications for the City to administer the project. The City is working with the consultant to address the comments and complete the Production submittal. The city is planning an additional public information meeting, targeting the HOAs in the area to coordinate the impact of the engineering design.

2025 Street Resurfacing Program

The City has identified nine segments of roadway to be resurfaced in the FY 2025 program. The list has been approved by FPUA for coordination and prioritization. Work on the ADA Ramps within the limits of these streets is included. The CIP budget for 2025 Resurfacing is \$950,000. Because of the upcoming FPUA work on Rhode Island Avenue, the City will not begin this work until late summer.

STREET	FROM	TO	LINEAR FEET
11th Street (curb)	Southern Avenue	Mississippi Avenue	1,960.00
12th Street (curb)	Avenue O	Avenue Q	620.00
15th Street (curb)	Kentucky Avenue	Jersey Avenue	351.00
30th Street	Stanton Avenue	Virginia Avenue	1,840.00
31st Street	south end	Okeechobee Road	2,200.00
Edgewood Terrace	16th Street	14th Street	660.00
Means Court	Avenue H	Nobles Terrace	280.00
Tennessee Avenue	west end	25th Street	490.00
Rhode Island Avenue	33rd Street	25th Street	2,645.00

**SUN Trail Historic Downtown Retrofit
(Georgia Avenue to North A1A)**

This project is currently on hold as the original design support agreement with FDOT expired in March of 2024. The consultant has been notified and the design cannot continue until a new agreement is executed. The new agreement was submitted for legal review on April 17, 2025. FDOT needs the executed agreement in early June 2025.

**SUN Trail Highwaymen Trail Gap
(Indian Hills Drive to Georgia Avenue)**

This project is currently on hold until a new agreement with FDOT can be executed that provides the additional funding for construction. The new agreement was submitted for legal review on April 18, 2025. FDOT needs the executed agreement in early June 2025.

Fairway Drive Drainage Repairs

Repairs to the existing drainage system within the area of Fairway Drive from Grandview Boulevard to Trinidad Avenue. A total of 0.22 miles (1,131.10 Linear Feet) of main trunk line pipe replacement to include both 36-inch and 42-inch reinforced concrete pipes (RCP). Also, a storm manhole replacement, rehabilitation of nine structures (two manholes and seven catch basins). Roadway and right of way restorations to include curb, sod, roadway mill and overlay and final restorations.



Existing Drainage



Manhole Replacement



Manhole Replacement



Manhole Replacement

Paint Our Town

An initiative by The City of Fort Pierce, Area Businesses and Local Non-Profits



• Exterior Home Painting



• Minor Exterior Home Repairs



• Community Engagement



• Volunteer Opportunities



www.cityoffortpierce.com

772.467.3161





Sunrise Theatre

April kicked off with some great headliners, lots of laughs and some moody blues. Air Supply toured their 50th anniversary at the Sunrise, packing the house, meeting guests and putting on a show. Air Supply was followed up by Anjelah Johnson Reyes, the long-time hilarious comedian known for M Linh/Tammy and a rude fast food employee turned music star named, Bon Qui Qui. She too had a sell out crowd, as it was her first time in Fort Pierce and loved it here. A few days later, the Sunrise hosted longtime blues artist, Justin Hayward.

Coming up is the longstanding One Night of Queen, May 10th, who always brings a packed house and an electrifying performance. And June brings - something for the ladies The Chippendales will heat up the stage on June 14th - Tickets for both

shows are on sale at www.sunrisetheatre.com

Experience the magic of musical theatre all year long. It's almost time for membership renewals and purchases. As a member of Sunrise Theatre, you'll get early access to the biggest shows, exclusive perks, and the satisfaction of supporting live performance in your community. Whether you're renewing or joining for the first time—now's the moment to take your seat in the spotlight. Be on the lookout for new membership opportunities this May. To learn more, visit: www.sunrisetheatre.com or call 772.461.4775.



CITY MARINA REVENUE REPORT

	JANUARY	FEBRUARY	MARCH
Dockage Reservations	175	164	211
Monthly Dockage	\$203,294.86	\$198,049.39	\$186,639.17
Transient Dockage	\$138,297.55	\$134,205.52	\$148,820.72
Electricity	\$12,230.50	\$11,404.89	\$12,096.48
Retail	\$19,356.14	\$24,721.61	\$32,988.98
Gas Sales	\$26,025.66	\$62,720.93	\$56,199.96
Diesel Sales	\$73,297.64	\$82,243.76	\$124,760.23
TOTALS	\$472,502.35	\$513,346.10	\$561,505.54



Welcome Aboard Thank You for Growing with Us

- Guyana Products
- Nez Stylez Hair & Beauty
- Ricky's Auto Repair & Sales
- Heathcote Botanical Gardens Inc
- Tropical Medical Group LLC
- The Joint Chiropractic Fort Pierce
- Firehorn, Inc.
- Psychic Boutique
- Gold Coast Automotive, Inc.
- Envy Motorcars LLC
- United Insurance Agency
- Workout Anytime Fort Pierce
- Super Taquerias Inc.
- Elisa Excellent Cleaning
- TLC Lawn Maintenance
- CGM IT Management LLC
- Surface Splashed Spotless
- Hook Me Up LLC
- In and Out Equipment Inc.
- 4U Medical Delivery LLC
- Winking Starfish, LLC
- Gold Real Estate of Florida LLC
- Main Street East Barber Shop
- Sweeties Diner LLC
- Bay Equity LLC
- Bower Urology LLC
- Lamas Kitchen and More
- Apex Restoration & Property Service
- Amoco
- Mariajose Photography
- Vtax Centro Latino & Univista Ins.
- A-Class Motors
- Scott Finney Photography LLC
- Roll Off Chick
- LPS Fort Pierce Inc.
- Cali Burrito Fort Pierce LLC
- First Light Tackle Inc
- Marysol Brokers LLC
- Brothers Pavers & Handscapes
- Banner King USA LLC

UPCOMING EVENTS *May*

EVERY WED	Green Market Marina Square	12:00 PM-6:30 PM
EVERY SAT	Downtown Farmers Market Marina Square	8:00 AM-12:00 PM
EVERY SAT	Jazz Market Marina Square	8:00 AM-1:00 PM
[FRI]	2 Friday Fest Marina Square	5:30 PM-8:30 PM
[SAT]	3 Jazz on Moore's Creek Ave D & N 8th St	9:00 AM-1:30 PM
[FRI]	16 Coffee with the Mayor Fort Pierce Yacht Club	8:00 AM-9:00 AM
[SAT]	17 Family Funday Extravaganza Dreamland Park	11:00 AM-4:00 PM
[SAT]	17 Community Day Rotary Park	10:00 AM-2:00 PM
[SAT]	17 Restoring the Village 25th St & Ave Q	8:00 AM-1:00 PM



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CITY OF FORT PIERCE MISSION STATEMENT:

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