

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

City Commission Meeting - Monday, April 13, 2026 - 9:00 a.m.

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

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

- A. Approval of the minutes from the March 9, 2026, Day Meeting.

5. **Proclamations**

- A. Sexual Assault Awareness Month, The Inner Truth Project
- B. Mental Health Awareness Month, Roundtable of St. Lucie County Inc
- C. Retirement of Officer Guy Montgomery, Fort Pierce Police Department

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

7. **COMMENTS FROM THE PUBLIC**

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

8. **Miscellaneous Reports and Presentations**

- A. Parking Committee Recommendations

- B. Infill Lien Reduction Program Update
- C. Recommendation from the Parks Advisory Committee to Initiate a Call for Submissions for the Pioneer Park Plaque Program
- D. Recommendation from the Parks Advisory Committee to Initiate a Call for Submissions for the Renaming of Coach Fenn Park.

9. **Consent Agenda**

- A. Approval of the Grant Agreement with FDOT 456810-1 for 13th Street Reconstruction from Georgia Avenue to Orange Avenue in the City of Fort Pierce to receive up to \$500,000 in grant funds.

10. **City Commission - Resolutions**

- A. Resolution 26-R27 appointing members to the Board of Examiners of Contractors.
- B. Resolution 26-R28 appointing a member to the Civil Service Appeals Board.

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

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

13. **Adjournment**

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

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

City Commission Day Meeting 9:00 AM

4. A.

Meeting Date: 04/13/2026

Re:

SUBJECT:

Approval of the minutes from the March 9, 2026, Day Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Minutes

MINUTES OF A DAY MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9 A.M. ON MONDAY, FEBRUARY 9, 2026.

1. **Call to Order**

Mayor Hudson called the February 09, 2026, Day Meeting to order at 9:00 A.M.

2. **Pledge of Allegiance**

3. **Roll Call**

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

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

4. **Approval of Minutes**

A. Approval of the minutes from the January 12, 2026, Day Meeting

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the January 12, 2026, Day Meeting.

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

Passed

5. **Proclamations**

A. 211 on the Treasure Coast, 211 Awareness Month

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to add item 8A for the Beach Erosion Status and to approve the agenda as amended.

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

Passed

7. **COMMENTS FROM THE PUBLIC**

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

Steve Tarr
Charlie Hayek
Priscilla Speicher

8. **Miscellaneous Reports and Presentations**

A. **ADDED ITEM: Beach Erosion Status**

City Manager, Richard Chess, presented the updates on the Beach Erosion project and thanked the County for their involvement in this project. Special Projects Coordinator, Marsha Commond, let the Commission know the Public Works Department has been working around the clock on this project. City and County staff have been working together to restore the barriers. Commissioner Broderick was informed of the situation early last week and has been working in coordination with City staff, County staff, members of the public, and Congressmen Brian Mast. Commissioner Broderick thanked County Commissioner James Clasby for his efforts. He informed the Commission on the events that have taken place on the beach for the past week and their efforts that have worked as well as failed. They were able to get in total 20 loads of sand from Stuart Materials, 10 loads of that being donated directly from Stuart Materials. Phil Thompson provided the parking and staging area for this project. The Commission asked when to get the state involved. Commissioner Clasby mentioned the state takes a reimbursement approach to these situations. The City and County will need to take the initiative and then the state will decide if they will reimburse the project or not. The Mayor will declare a state of emergency along with St. Lucie County to help keep a clean record of the dire situation of this project. The Federal project will be starting in March. The Commission again thanked everyone for their participation and efforts in this project.

B. **Kings Highway Jobs Corridor Initiative Phase I Final Report - Economic Development Council of St. Lucie County**

Pete Tesch, Leslie Olson, and Wes McCurry gave the phase 1 report for the Kings Highway Jobs Corridor Initiative. The Commission thanked them for putting this presentation together. They discussed the proposed bills being discussed this legislative session that could hinder this project. Also discussed was how this project will positively impact the City with new jobs.

C. **Main Street Fort Pierce, Inc. First Quarter Program Update covering FY2026 (October 1, 2025 to December 30, 2025).**

Michelle Cavalcanti provided the Main Street Fort Pierce 1st quarter program update. The Commission thanked Fort Pierce Main Street for everything they do to bring people together within the City. Commissioner Gaines asked why Lincoln Park Main Street did not present an update and Special Projects Coordinator, Audria Moore, let them know that the agreement with Lincoln Park Main Street has not been finalized.

D. **First Quarter Financial Report**

Finance Director, Johnna Morris, presented the First Quarter Financial Report. The Commission discussed the Animal Shelter, and City Manager, Richard Chess, let them know that the City and the County are in discussion to see if we can partner together with their animal shelters. Commissioner Johnson commented that the Golf Course is missing out on revenue for event rentals as it does not have the facilities to host events like weddings, conferences or other large gatherings. Commissioner Broderick asked about the plans that were approved 2 years ago for a new facility at the golf course. They discussed the proposed bill that would remove ad valorem taxes/ property taxes. They want the public well-informed on how this proposed bill could affect our City.

9. **Consent Agenda**

- A. Approval of Main Street Fort Pierce Inc.'s First Quarter Disbursement in the amount of \$12,500 subject to acceptance of the Third Quarter Report.
- B. Approval to piggyback the Play Power, Inc. Agreement for the CDBG Coach Fenn Park Improvement Project to Install Playground Shade Structures for a Total Cost Not to Exceed \$91,763.78.

Commissioner Curtis Johnson, Jr. pulled Item 9B.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve item 9A.

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

Passed

As to item 9B, Commissioner Johnson requested more information about this expense as it is a large amount. He mentioned the investments the City is putting into this park and the need to keep it protected from vandalism and ensure proper safety measures. Special Projects Coordinator, Marsha Commond, let the Commission know another part of this project will be coming to the Commission at their next meeting for a splash pad, new restrooms, new parking lot, two shade structures, and a pavilion. They have reached out to the community partners to ensure they will assist in keeping the park safe and clean.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve item 9B.

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

Passed

10. **City Commission - Resolutions**

- A. Resolution 26-R07 Expressing Support for Mohnark Pharmaceuticals as a Qualified Economic Development Ad Valorem Tax Exemption Applicant

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

RESOLUTION 26-R07.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, EXPRESSING SUPPORT FOR MOHNARK PHAMACEUTICALS, INC. AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION APPLICANT SUBJECT TO THE REQUIREMENTS OF SECTION 196.1995, FLORIDA STATUTES; ALLOWING IMPROVEMENTS AND/OR TANGIBLE PERSONAL PROPERTY ADDITIONS TO BE MADE BY MOHNARK PHARMACEUTICALS SUBJECT TO THE ADOPTION OF AN EXEMPTION ORDINANCE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Director of Business and Development with the Economic Development Council, Kadian Knight, presented the Mohnark Pharmaceuticals Project and request for an ad valorem tax exemption.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 26-R07.

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

Passed

11. New Business - City Commission Discussion Items

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

Commissioner Dzadoovsky assigned boards are St. Lucie County Tourism Development Council, Treasure Coast Regional Planning Council, and The Roundtable. He is the alternate for the TPO and the St. Lucie County Land Acquisition Board.

12. City Commission Boards and Committees Updates

Commissioner Gaines mentioned he is one session away from completing the pension program for the Retirement Board.
The Mayor, Commissioner Johnson, Commissioner Broderick, and Commissioner Dzadoovsky did not have any updates to comment on.

13. Adjournment

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

Mayor Hudson adjourned the meeting at 12:37 P.M.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Day Meeting 9:00 AM

5. A.

Meeting Date: 04/13/2026

Re:

SUBJECT:

Sexual Assault Awareness Month, The Inner Truth Project

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Sexual Assault Awareness Month Proclamation



CITY OF FORT PIERCE, FLORIDA



PROCLAMATION

- WHEREAS,** April is Sexual Assault Awareness Month and calls attention to the fact that sexual violence is a widespread public health problem; and
- WHEREAS,** every day, too many women, men, and children across Florida suffer the pain and trauma of sexual assault in all of its forms; and
- WHEREAS,** during National Sexual Assault Awareness Month, we recommit ourselves to lifting the veil of secrecy and shame surrounding sexual violence, expanding support and understanding for survivors, and strengthening our response; and
- WHEREAS,** at every level we must work to provide necessary resources to survivors of sexual assault, without judgment and with dignity, including medical attention, mental health services, relocation and housing assistance, and advocacy during the criminal justice process.

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

Sexual Assault Awareness Month

in the City of Fort Pierce and encourage all residents, law enforcement agencies, health care providers, and community and private organizations to support survivors of sexual assault and to work together to prevent these crimes in our community.

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 13th day of April 2026.

MAYOR/COMMISSIONER



City Commission Day Meeting 9:00 AM

5. B.

Meeting Date: 04/13/2026

Re:

SUBJECT:

Mental Health Awareness Month, Roundtable of St. Lucie County Inc

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Mental Health Awareness Month Proclamation



CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, mental health is an integral component of overall well-being, impacting individuals, families, and communities across St. Lucie County;

WHEREAS, despite its prevalence, mental health remains shrouded in stigma, preventing many from seeking help;

WHEREAS, early interventions and access to quality care are crucial for managing mental health conditions and are vital to creating a more compassionate, healthier, and thriving St. Lucie County.

WHEREAS, collaboration among local organizations, healthcare providers, and community leaders is essential to ensuring accessible and effective mental health resources for all residents;

WHEREAS, May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources;

WHEREAS, Mental Health Awareness Month encourages community members to wear green ribbons and participate in educational activities to show support, raise awareness, and promote mental health and well-being;

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim May 2026 as:

Mental Health Awareness Month

in the City of Fort Pierce and encourage all citizens to empower individuals to seek help and prioritize self-care, advocate for accessible mental health services, and educate themselves and others about mental health conditions, treatment options, and resources.

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 13th day of April 2026.

MAYOR/COMMISSIONER



City Commission Day Meeting 9:00 AM

5. C.

Meeting Date: 04/13/2026

Re:

SUBJECT:

Retirement of Officer Guy Montgomery, Fort Pierce Police Department

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Officer Guy Montgomery Retirement Proclamation



CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, Officer Guy Montgomery faithfully served the residents of the City of Fort Pierce with dedication, integrity, and professionalism for 30 years as a member of the Fort Pierce Police Department; and

WHEREAS, prior to his law enforcement career, Officer Montgomery honorably served in the United States Air Force, where he was awarded the Air Force Good Conduct Medal, recognizing exemplary conduct, efficiency, and fidelity of enlisted Airmen throughout a specified period of active service;

WHEREAS, throughout his distinguished career, Officer Montgomery has demonstrated an unwavering commitment to public safety, earning the respect of his fellow officers, city officials, and the community he so proudly served; and

WHEREAS, during his tenure, Officer Montgomery served with distinction in a variety of specialized and impactful roles, including as a member of the SWAT Team where he served as a sniper, a member of the Bicycle Unit, a School Resource Officer at Indian River State College, and as a firearms instructor, sharing his knowledge and expertise to help train and prepare fellow officers; and

WHEREAS, Officer Montgomery has contributed significantly to the mission of the Fort Pierce Police Department through his hard work, leadership, and dedication to protecting and serving the citizens of Fort Pierce; and

WHEREAS, after three decades of honorable service, Officer Montgomery now retires, leaving behind a legacy of excellence, commitment, and selfless service.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby recognize and honor:

Officer Guy Montgomery

on behalf of the City Commission and the citizens of Fort Pierce, for his 30 years of dedicated service and extend our sincere gratitude and best wishes for a happy and fulfilling retirement.

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 13th day of April 2026.

MAYOR/COMMISSIONER



City Commission Day Meeting 9:00 AM

8. A.

Meeting Date: 04/13/2026

Re: Parking Committee Recommendations

Submitted For: Shaun Coss, Community Response Director, Code Enforcement

SUBJECT:

Parking Committee Recommendations

Attachments

Presentation

PARKING RECOMMENDATIONS

PRESENTED BY:
PARKING COMMITTEE
CHAIRMAN, RYAN COLLINS



Committee

Recommendations

- No Additional parking studies are needed.
- Enforce existing ordinances with a full-time parking enforcement officer.
- Amend parking ordinance and resolution for new temporary parking permit categories; downtown residential and short-term residential rental.
- Parking stalls need to be re-striped for effective use and enforcement.

Committee

Recommendations

- Abandon award to bid with PCI for paid beach parking.
- Amend ordinance to prohibit overnight parking for on-street parking and Marina Square.
- Pursue RFP for a new parking garage.
- Festival Street bollards/barricades
 - In agreement with closure of 2nd Street for events only.



Questions?

City Commission Day Meeting 9:00 AM

8. B.

Meeting Date: 04/13/2026

Re: Infill Lien Reduction Program Update

Submitted For: Shaun Coss, Community Response Director, Code Enforcement

SUBJECT:

Infill Lien Reduction Program Update

Attachments

Presentation



Infill Lien Reduction Program Update

April 13, 2026



Resolution No. 22-R16

- Adopted March 21, 2022.
- Intended to promote reinvestment and revitalization of vacant properties by reducing economic burden of liens.
- Application approval provides for full waiver of soft costs (daily fines, interest, penalties, and administrative costs) and a 50% refund of hard costs (actual costs of demolition and lot clearing), up to \$10,000.



Summarized Application Process

- Application submitted to Code Enforcement for review.
- Agreement is drafted and forwarded to Commission for review and approval.
- Applicant pays all hard costs up front.
- Applicant obtains the building permit within one year.
- Upon proof of payment and obtaining permit(s), all soft costs are waived.
- Upon proof of Certificate of Occupancy within two years, 50% of hard costs (up to \$10,000) are refunded.



Staff Observations

- At time of adoption, there was a request for an update annually in October.
- There was also discussion on evaluating and/or sunseting the program in three years, although a sunset provision was not included.
- At the four-year mark, this update is being provided to the Commission to elicit direction on whether to amend the program or end the program.



Staff Observations

- A total of 4 applications have been approved.
- 1 Applicant failed to move forward with development, the application expired -No liens were waived or refunded.
- 3 Applications for single family dwellings were approved after building permits had already been applied for.
 - Properties were previously overgrown and blighted.
- A total of \$130,027 in liens were reduced for the 3 applications approved.
 - 201 N 8th St. - \$54,984.58 waived.
 - 803 Avenue B - \$67,822.14 waived.
 - 150 S 19th St. - \$7,220.00 waived.



Staff Observations

- Responsible department shifted from City Manager's Office to Code Enforcement Division.
- Additional lien reduction processes were adopted in 2024 by Resolution No. 24-R38, for the Rules of Procedure for Special Magistrate Hearings.
 - These additional and faster options have reduced the need of the Infill Lien Reduction Program.
- The greatest impact is on properties with demolition liens.



Example Property "A" Lot Clearing Lien

- Total lien: \$6,450.00
 - Hard costs: \$2,450.00
 - Soft costs: \$4,000
 - Includes administrative costs: \$1,639.15
- **Infill Lien Reduction** would waive soft costs of \$4,000 and 50% of hard costs of \$1,275 for a total of **\$5,275 waived**.
- Alternative lien reduction options now available:
 - **Departmental reduction:** Waive 50% of soft costs (including admin costs) totals **\$2,000 waived**.
 - **Special Magistrate reduction:** Waive all costs other than hard costs and admin costs totals **\$2,360.85 waived**.



Example Property “B” Demolition Lien

- Total lien: \$12,476.51
 - Hard costs: \$9,157.00
 - Soft costs: \$1,877.60
 - Includes Administrative costs: \$1,441.91
- **Infill Lien Reduction** would waive soft costs of \$3,319.51 and 50% of hard costs of \$4,578.50 for a total of **\$7,898.01 waived**.
- Alternative lien reduction options now available:
 - **Departmental reduction:** Waive 50% of soft costs (including admin costs) totals **\$938.80 waived**.
 - **Special Magistrate reduction:** Waive all costs other than hard costs and admin costs totals **\$1,877.60 waived**.



Direction Requested

- Keep the program as is – Not recommended.
- End the program in entirety – Not recommended.
- Suspend the program until it's been amended, by Resolution, to include additional criteria and eligibility requirements – Recommended.



Staff Recommendations

- Establish an application fee by Resolution.
- Require a comprehensive review by other departments to ensure site improvement feasibility as part of the application process.
- Include a reversion clause for the liens waived if development is not completed.
- Specify that the property must have a lien with hard costs associated to be eligible.
- Specify that to be eligible, the total amount of the liens on the property must exceed 75% of the Just/Market Value as provided by the St. Lucie County Property Appraiser.



Staff Recommendations

- Require compliance and payment of fines/liens for any other properties owned by the applicant.
- Specify that the program is only available for properties that previously had a structure.
- Specify that the application must be approved prior to submittal of a building permit application.
- Specify that the improvement made shall be of equal or greater value than the previous structure.



Questions?

City Commission Day Meeting 9:00 AM

8. C.

Meeting Date: 04/13/2026

Re: Recommendation from the Parks Advisory Committee to Initiate a Call for Submissions for the Pioneer Park Plaque Program

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

SUBJECT:

Recommendation from the Parks Advisory Committee to Initiate a Call for Submissions for the Pioneer Park Plaque Program

SUMMARY:

The last Call for Submissions for the Pioneer Park Plaque Program took place in 2024. During the City Commission Day Meeting on April 8, 2024, the former Chair of the Parks Advisory Committee presented thirteen nominees for approval to implement the first set of Pioneer Park Plaques.

The City Commission did not approve these nominees. Concerns were raised regarding the need to remove "living individuals" from the eligibility criteria, insufficient participation from local churches, and the absence of names that the Commission believed should have been submitted for consideration.

Due to the cultural and historical significance of the program, the Parks Advisory Committee strongly supports launching a new call for submissions that will address previous concerns as well as any additional considerations from the City Commission.

The attached proposed revised guidelines have been updated to eliminate the inclusion of "living" individuals. If approved by the City Commission, a final version will be provided for your approval by way of a resolution.

Program Budget Allocation Recommendation

The Committee recommends that a minimum of 18 to 21 names be considered for the initial implementation of the program. The estimated cost for each plaque is approximately \$2,662, resulting in a **total estimated budget of \$45,000 to \$56,000**. These plaques will be made of bronze, measuring 18"x 24", and will be installed on the park's concrete wall at the intersection of Avenue M and N. 29th Street.

RECOMMENDATION:

The Parks Advisory Committee Recommends that the City Commission initiate a Call for Submissions for the Pioneer Park Plaque Program.

ALTERNATIVES:

The Parks Advisory Committee will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Marsha Commond, Special Projects Coordinator

COORDINATED WITH:

Parks Advisory Committee

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025-2026
Account: N/A
Amount: \$45,000 - \$56,000

OTHER INFORMATION:

N/A

Attachments

Pioneer Park Plaque Program Resolution and Guideline
Proposed Guideline Revisions

RESOLUTION NO. 23-R33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING THE NW PIONEER PARK HONORED PIONEER PLAQUES PROGRAM; ADOPTING GUIDELINES FOR SELECTING NW PIONEER PARK HONORED PIONEER PLAQUE HONOREES**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to establish a program allowing for the placement of bronze plaques at the entrance of NW Pioneer Park honoring the historical contributions of pioneering members of the Lincoln Park Community who have contributed to its rich heritage; and

WHEREAS, this program shall be known as the NW Pioneer Park Honored Pioneer Plaques Program; and

WHEREAS, the City Commission recognizes the need to establish a systematic and consistent approach for nominating and selecting Honorees for inclusion through set guidelines; and

WHEREAS, the City Commission desires that this Resolution create such guidelines to establish the criteria and procedures by which the City Commission shall select NW Pioneer Park Honored Pioneer Plaques Program Honorees for inclusion; and

WHEREAS, the City Commission desires to have all Honoree nominations made utilizing a standard NW Pioneer Park Honored Pioneer Plaques Program Honoree Nomination Form; and

WHEREAS, the City Commission acknowledges that the guidelines may be amended from time to time by Resolution.

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

SECTION 1. The NW Pioneer Park Honored Pioneer Plaques Program is hereby established.

SECTION 2. The Guidelines for NW Pioneer Park Honored Pioneer Plaques Program, which are attached at "Exhibit A," are hereby adopted by the City of Fort Pierce.

SECTION 3. The NW Pioneer Park Honored Pioneer Plaques Program Honoree Nomination Form, attached as "Exhibit B," is hereby adopted by the City of Fort Pierce.

SECTION 4. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.


SECTION 6. This Resolution shall take effect immediately upon adoption by the City Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, on this 17th day of April 2023.



Linda Hudson, Mayor

ATTEST:



Linda W. Cox, City Clerk

Approved as to Form
And Correctness:



Tanya Earley, Esq.
City Attorney

EXHIBIT A

GUIDELINES FOR THE NW PIONEER PARK HONORED PIONEER PLAQUES PROGRAM

Purpose

These guidelines aim to establish a systematic and consistent approach for the NW Pioneer Park Honored Pioneer Plaques Program.

Inclusion of Honorees on Bronze Plaques

The City of Fort Pierce started the process of naming the NW Pioneer Park in 1981. Since that time, the park has been re-dedicated, and it is the City of Fort Pierce's wish to include names of individuals who have impacted the history, development, and progression of the Lincoln Park Community. These individuals' names will be placed on a bronze plaque at the entrance of NW Pioneer Park, highlighting their contributions, accomplishments, and life's work within the Lincoln Park Community. It is the intent of the City of Fort Pierce to maintain consistency with these guidelines. Tradition and continuity of individual names and community identification are important community values. Each nominated Honoree that is selected for a plaque must meet the criteria of this policy. Meeting all criteria, however, is not intended to and does not ensure name inclusion on a plaque.

Objectives

- Ensure plaques are easily identified and located.
- Ensure that the reputation and background of the Honorees are consistent with the values and character of the Lincoln Park Community.
- Encourage Lincoln Park Community participation in the nomination of Honorees.
- Advance the reputation of the Historic Lincoln Park Community.
- Showcase and highlight the history and contributions of the Lincoln Park Community residents.
- Increase awareness of the Lincoln Park Community's rich heritage.

Criteria

The selection process, while utilizing the above objectives, is designed to emphasize community values, community character, local and national history, geography, the environment, civics, and service to the Lincoln Park Community. Therefore, the following shall be considered in determining the appropriateness of each nomination received:

- A historical figure or other instance of historical or cultural significance within the Lincoln Park Community.
- Local leaders or heroes, both past and present, within the Lincoln Park Community.
- An individual, living or deceased, who has:
 - Made a significant impact in the Lincoln Park Community through their civic-minded involvement and activities; and
 - Contributed to the educational and social development of the youth in the Lincoln Park Community; and
 - Gone above and beyond what is required; and
 - Given of their time and talent for a significant amount of time in the Lincoln Park Community.
- An individual, living or deceased, who has contributed outstanding civic service to the Lincoln Park Community.
- An individual who was an early settler in the Lincoln Park Community.
- An individual who has already been honored with a plaque under these guidelines or whose name is already on a City-owned park or other facility is ineligible for nomination.

EXHIBIT A

Procedures

The steps for nomination and inclusion of an Honoree in the NW Pioneer Park Honored Pioneer Plaques Program include, but are not limited to:

1. An open call for submission of Honoree nominations under the NW Pioneer Park Honored Pioneer Plaques Program will be requested by the City Commission of the City of Fort Pierce, which may include a deadline for submission.
2. A completed NW Pioneer Park Honored Pioneer Plaques Program Honoree Nomination Form will be submitted to the City Clerk's Office for each nomination.
3. Each NW Pioneer Park Honored Pioneer Plaques Program Honoree Nomination Form will be sent to Lincoln Park Main Street for review and research by the Pioneer Park Committee of all facts and backgrounds of the nominated Honoree, consistent with these guidelines.
4. Lincoln Park Main Street and the Pioneer Park Committee will provide all information and research to the Public Works Department.
5. The Honoree nominations will be placed on an agenda for the Parks Advisory Committee to review and provide their factual findings to the City Commission, consistent with these guidelines.
6. A representative from Lincoln Park Main Street shall attend the Parks Advisory Committee meeting and may attend the City Commission meeting to present their factual findings for each of the nominated Honorees.
7. The Honoree nominations will be placed on the City Commission Agenda for final determination as to the inclusion of a nominated Honoree in the NW Pioneer Park Honored Pioneer Plaques Program, consistent with these guidelines.

EXHIBIT A

GUIDELINES FOR THE NW PIONEER PARK HONORED PIONEER PLAQUES PROGRAM

Purpose

These guidelines aim to establish a systematic and consistent approach for the NW Pioneer Park Honored Pioneer Plaques Program.

Inclusion of Honorees on Bronze Plaques

The City of Fort Pierce started the process of naming the NW Pioneer Park in 1981. Since that time, the park has been re-dedicated, and it is the City of Fort Pierce's wish to include names of individuals who have impacted the history, development, and progression of the Lincoln Park Community. These individuals' names will be placed on a bronze plaque at the entrance of NW Pioneer Park, highlighting their contributions, accomplishments, and life's work within the Lincoln Park Community. It is the intent of the City of Fort Pierce to maintain consistency with these guidelines. Tradition and continuity of individual names and community identification are important community values. Each nominated Honoree that is selected for a plaque must meet the criteria of this policy. Meeting all criteria, however, is not intended to and does not ensure name inclusion on a plaque.

Objectives

- Ensure plaques are easily identified and located.
- Ensure that the reputation and background of the Honorees are consistent with the values and character of the Lincoln Park Community.
- Encourage Lincoln Park Community participation in the nomination of Honorees.
- Advance the reputation of the Historic Lincoln Park Community.
- Showcase and highlight the history and contributions of the Lincoln Park Community residents.
- Increase awareness of the Lincoln Park Community's rich heritage.

Criteria

The selection process, while utilizing the above objectives, is designed to emphasize community values, community character, local and national history, geography, the environment, civics, and service to the Lincoln Park Community. Therefore, the following shall be considered in determining the appropriateness of each nomination received:

- A historical figure or other instance of historical or cultural significance within the Lincoln Park Community.
- Local leaders or heroes **of the past, both past and present**, within the Lincoln Park Community.
- A deceased individual **An individual, living or deceased**, who has:
 - Made a significant impact in the Lincoln Park Community through their civic-minded involvement and activities; and
 - Contributed to the educational and social development of the youth in the Lincoln Park Community; and
 - Gone above and beyond what is required; and
 - Given of their time and talent for a significant amount of time in the Lincoln Park Community.
- **An individual, living or deceased, who has contributed outstanding civic service to the Lincoln Park Community.**
- An individual who was an early settler in the Lincoln Park Community.

EXHIBIT A

- An individual who has already been honored with a plaque under these guidelines or whose name is already on a City-owned park or other facility is ineligible for nomination.

Procedures

The steps for nomination and inclusion of an Honoree in the NW Pioneer Park Honored Pioneer Plaques Program include, but are not limited to:

1. An open call for submission of Honoree nominations under the NW Pioneer Park Honored Pioneer Plaques Program will be requested by the City Commission of the City of Fort Pierce, which may include a deadline for submission.
2. A completed NW Pioneer Park Honored Pioneer Plaques Program Honoree Nomination Form will be submitted to the City Clerk's Office for each nomination.
3. Each NW Pioneer Park Honored Pioneer Plaques Program Honoree Nomination Form will be sent to Lincoln Park Main Street for review and research by the Pioneer Park Committee of all facts and backgrounds of the nominated Honoree, consistent with these guidelines.
4. Lincoln Park Main Street and the Pioneer Park Committee will provide all information and research to the Public Works Department.
5. The Honoree nominations will be placed on an agenda for the Parks Advisory Committee to review and provide their factual findings to the City Commission, consistent with these guidelines.
6. A representative from Lincoln Park Main Street shall attend the Parks Advisory Committee meeting and may attend the City Commission meeting to present their factual findings for each of the nominated Honorees.
7. The Honoree nominations will be placed on the City Commission Agenda for final determination as to the inclusion of a nominated Honoree in the NW Pioneer Park Honored Pioneer Plaques Program, consistent with these guidelines.

City Commission Day Meeting 9:00 AM

8. D.

Meeting Date: 04/13/2026

Re: Recommendation from the Parks Advisory Committee to Initiate a Call for Submissions for the Renaming of Coach Fenn Park.

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

SUBJECT:

Recommendation from the Parks Advisory Committee to Initiate a Call for Submissions for the Renaming of Coach Fenn Park.

SUMMARY:

The Parks Advisory Committee suggests that a new name be considered for "Coach Fenn Park," as Mr. Havert L. Fenn is already honored by a County facility within the city—the Havert L. Fenn Center, located at 2000 Virginia Ave, Fort Pierce, FL 34982. This presents an opportunity to recognize other impactful individuals whose contributions to Fort Pierce have not yet been publicly acknowledged. By renaming the park, the City can celebrate and highlight the achievements of those whose names have not been prominently listed on a public facility, thereby enriching our community's history and inspiring future generations.

RECOMMENDATION:

The Parks Advisory Committee recommends that the City Commission Initiate a Call for Submissions for the Renaming of Coach Fenn Park.

ALTERNATIVES:

The Parks Advisory Committee will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Marsha Commond, Special Projects Coordinator

COORDINATED WITH:

Parks Advisory Committee

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025-2026
Amount: \$1,600

OTHER INFORMATION:

The cost will cover the replacement of two signs at the park.

Attachments

Naming of Public Facilities Guidelines

GUIDELINES FOR THE NAMING OF PUBLIC FACILITIES

City of Fort Pierce, Florida

Purpose

The purpose of these guidelines is to establish a systematic and consistent approach for the official naming of public facilities in the City of Fort Pierce, including parks, facilities, recreational areas, streets, municipal buildings, and specialized areas.

Objectives

- Ensure that parks, facilities, recreational areas, streets, municipal buildings, and specialized areas are easily identified and located.
- Ensure that given names to parks, facilities, recreational areas, streets, municipal buildings, and specialized areas are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming, and dedication of parks, facilities, recreational areas, streets, municipal buildings, and specialized areas.
- Encourage the dedication of lands, facilities, or donations by individuals and/or groups.
- Advance the reputation of the City as well as increase the understanding and public support for its programs.

Criteria

The practice of the City of Fort Pierce is to name parks, recreation areas, facilities, streets, municipal buildings, and specialized areas through an adopted process utilizing the above objectives, emphasizing community values and character, local and national history, geography, the environment, civics, and service to the City of Fort Pierce. Therefore, the following criteria shall be used in determining the appropriateness of the naming designation:

- Neighborhood, geographic, or common usage identification;
- A historical figure, place, event, or other instance of historical or cultural significance;
- National, state, and local leaders or heroes, both past and present;
- Natural or geographical features, such as plant materials, streams, rivers, lakes, and creeks;
- An individual, living or deceased [a] who has made a significant land and/or monetary contribution to the park, recreation area, facility, or municipal building, or [b] who has had the contribution made "In Memoriam" and when the name has been stipulated as a condition of the donation;
- An individual, living or deceased, who has contributed outstanding civic service to the City;

Facilities, specialized areas, or amenities may have a name different from that of the larger park, recreation area, facility, or municipal building.

When feasible, the process to name parks, recreation areas, facilities, streets, municipal buildings, and specialized areas should begin within twelve (12) months after the City has acquired title to the land and/or formally accepted the dedication.

Names that are similar to existing parks, recreation areas, facilities, streets, municipal buildings, and specialized areas should not be considered in order to minimize confusion.

Renaming

The City reserves the right to change the name of a park, recreation area, facility, street, municipal building, or specialized area to maintain consistency with these guidelines. However, renaming carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each request to rename must meet the criteria of this policy, but meeting all criteria does not ensure renaming.

Procedures

The steps to name a public facility include but are not limited to:

1. An open call for submissions by the City of Fort Pierce including a deadline for submission;
2. A completed "City of Fort Pierce Nomination Form" submitted to the City Clerk for each nomination by any citizen, group, or organization;
3. Submissions vetted by the Parks Committee, including all facts and backgrounds listed on the nomination form plus any other research deemed appropriate;
4. All vetted submissions presented to the Commissioners for review with notes from the research;
5. Commissioners discuss these submissions during a Conference Agenda meeting. The Commission may accept or reject the Committee submissions. In the latter event, the Commission shall refer the call for submissions back to the Committee.
6. Commissioners select the name by vote at a Commission Meeting.

City Commission Day Meeting 9:00 AM

9. A.

Meeting Date: 04/13/2026

Re: 456810-1 Grant Agreement for 13th Street from Georgia Avenue to Orange Avenue

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of the Grant Agreement with FDOT 456810-1 for 13th Street Reconstruction from Georgia Avenue to Orange Avenue in the City of Fort Pierce to receive up to \$500,000 in grant funds.

SUMMARY:

The city of Fort Pierce submitted applications for the Local Transportation Project fund from the State of Florida. The FY2025-26 General Appropriations Act (GAA) Local Transportation Project CSFA 55.039 from the State of Florida awarded up to \$500,000 for 13th Street from Georgia Avenue to Orange Avenue for the City of Fort Pierce. This agreement is needed to guarantee the \$500,000 of GAA funds. Not signing this agreement will forfeit these funds.

The State has determined that it is in their best interest to require oversight of the project from the Florida Department of Transportation (FDOT). FDOT has provided a State Funded Grant Agreement to be executed by the City for this project. Currently, there are minor design issues and reviews that need to take place before FDOT will approve the plans for construction advertisement. Staff is currently seeking a proposal from the consultant for this work.

Progression of this project is contingent on receiving additional Grant Funds (THUD) that staff is currently pursuing, and Infrastructure Surtax funding will be used to supplement the remaining construction costs. Total construction funding will be determined prior to contract award.

RECOMMENDATION:

Staff recommends approving the agreement.

ALTERNATIVES:

Not signing this agreement will forfeit the grant funds.

RESPONSIBLE STAFF:

Mark Zrallack
Selena Griffett

COORDINATED WITH:

FDOT
City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2027
Account: TBD
Amount: \$3,500,000.00

FISCAL IMPACT:

While Infrastructure Surtax funds will be used for this project, additional funds may be needed and are being pursued. However, not signing this agreement will forfeit the \$500,000 State GAA grant funding.

Attachments

Grant Agreement 456810-1

Resolution 26-Rxx

CAO Memo

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

FPN: <u>456810-1-54-01</u>	Fund: <u>EM26</u>	FLAIR Category: <u>088862</u>
	Org Code: <u>55043010404</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>94</u>	Contract No: _____	Vendor No: <u>F596000322001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - FY 2025-26 General Appropriation Act (GAA) , Local Transportation Project , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in 13th Street Revitalization-Phase 2, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$5,793,220.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$500,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Fort Pierce

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: John P. Krane, P.E.

Title: _____

Title: Director of Transportation Development

Legal Review:

By: _____

Name: Francine Steelman

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 456810-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Fort Pierce (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.518 Miles, Roadway ID: 94000016, MP from 0.982 to 1.5

PROJECT DESCRIPTION: Roadway construction of 13th Street from Georgia Avenue to Orange Avenue. The improvements will include drainage replacement, sidewalk and roadway reconstruction. Also included is signage, signalization, pavement markings, street lighting and landscape.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by 10/06/2026
- f) Construction to be completed by 12/31/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Issuance of the Notice to Proceed (NTP) to the agency is subject to the submittal and approval of the agency production package. To be included in the package is the following: Signed and sealed final plans, technical specifications, cost estimate, final bid documents with all work shown in the right of way and applicable permits.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
RECIPIENT NAME & BILLING ADDRESS: City of Fort Pierce Selena Griffett, P.E. 100 North US Highway 1 Fort Pierce, FL 34950		FINANCIAL PROJECT NUMBER: 456810-1-54-01			
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Local Transportation Project GAA)	\$5,793,220.00	\$5,293,220.00	\$500,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY: 2026	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$5,793,220.00 %	\$5,293,220.00 %	\$500,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation ()	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$5,793,220.00	\$5,293,220.00	\$500,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Helen James, P.E.
 District Grant Manager Name

 Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Fort Pierce

PROJECT DESCRIPTION: 13th Street Revitalization - Phase 2

FPID#: 456810-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ **P.E.**

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
*Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

EXHIBIT H**ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

Select Agreement

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and ALN Number:**
- County Incentive Grant Program (CIGP), (ALN 55.008)
 - Small County Outreach Program (SCOP), (ALN 55.009)
 - Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - FY 2025-26 General Appropriation Act (GAA), CSFA 55.039

***Award Amount:** \$500,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NO. 26-RXX

A RESOLUTION AUTHORIZING THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FORT PIERCE SOUTH 13TH STREET RECONSTRUCTION PHASE 2 (SPECIFIC APPROPRIATION 1871A) OF THE GENERAL APPROPRIATION ACT (GAA) FOR IMPROVEMENTS TO SOUTH 13TH STREET FROM GEORGIA AVENUE TO ORANGE AVENUE; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to revitalize the roadway of South 13th Street from Georgia Avenue to Orange Avenue (the Project), to include drainage replacement; sidewalk and roadway reconstruction; and installing new signage, signalization, pavement markings, street lighting, and landscaping; and

WHEREAS, the City submitted a State General Appropriation Local Funding Initiative Request to assist in funding the Project; and

WHEREAS, the State of Florida awarded the City an amount of up to \$500,000, to be overseen by the Florida Department of Transportation (FDOT); and

WHEREAS, the FDOT supplied a State-Funded Grant Agreement (attached as Exhibit A) for execution; and

WHEREAS, it is in the best interest of the City to enter the State-Funded Grant Agreement.

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

1. The City of Fort Pierce is authorized to enter into the State-Funded Grant Agreement with the Florida Department of Transportation.
2. The City of Fort Pierce's officers and personnel, to include the Mayor, City Clerk, and City Attorney, are hereby authorized to execute the State-Funded Grant Agreement on behalf of the City of Fort Pierce.
3. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2026

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

(SEAL)

Approved as to Form and Correctness:

Sara Hedges
City Attorney



TO: SELENA GRIFFETT, PROJECT ENGINEER

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

THROUGH: SARA HEDGES, CITY ATTORNEY **SH**

RE: 456810-1 GRANT AGREEMENT WITH FDOT FOR 13TH STREET FROM GEORGIA AVENUE TO ORANGE AVENUE

CAO RLS FILE: 26-107

DATE: MARCH 25, 2026

I have reviewed the request for legal services pertaining to the Grant Agreement provided by the State Department of Transportation and accompanying Resolution. A redlined and clean copy of the Resolution are attached; the clean copy is approved as to form and correctness.

Please be aware of the following provisions of the agreement:

1. The project completion date set by the agreement is 12/31/2028, unless an extension is granted in writing. If the agreement lapses, then the agreement is terminated and funding will not be provided beyond that date.
2. A notice to proceed must be provided to FDOT before construction begins.
3. There are various requirements for recording and notifying FDOT of the project's progress and requests for payment, which are located under paragraph 7 through paragraph 11 and should be carefully reviewed.
4. As noted in the Risk Manager's memorandum, the insurance requirements of the grant are not met by the City's insurance. However, in your communications with the FDOT local program coordinator, it was clarified that this insurance requirement must be passed on to the contractor who will be performing the work. Please be sure that any agreement with the contractor includes the insurance requirements of this grant agreement.
5. For any agreement with a contractor to perform work on this project, indemnification language naming FDOT as a party must be included (see paragraph 14, subsection c.).

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

Thank you.

City Commission Day Meeting 9:00 AM

10. A.

Meeting Date: 04/13/2026

Re: Resolution 26-R27 appointing members to the Board of Examiners of Contractors.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R27 appointing members to the Board of Examiners of Contractors.

SUMMARY:

The terms of Brandon Nobile, Don Bergman, and Ryan Collins have expired. Brandon Nobile and Don Bergman previously held licensed contractor positions, and Ryan Collins held a consumer position. All three have expressed interest in reappointment. Additionally, there is one vacant consumer position and one vacant licensed contractor position.

RECOMMENDATION:

Select members.

ALTERNATIVES:

Seek additional candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Building Department

Attachments

Resolution
Bergman
Collins
Edmond
Hypolite
Johnson
Lehman
Nobile

RESOLUTION NO. 26-R27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF EXAMINERS OF CONTRACTORS**; 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 and/or reappointed by the City Commission to serve as members of the Board of Examiners of Contractors; said terms 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>Represents</u>	<u>Appointed By</u>
		Mayor Hudson
		Commissioner Broderick
		Commissioner Dzodovsky
		Commissioner Gaines
		Commissioner Johnson

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

IN WITNESS WHEREOF, this Resolution has been duly adopted this 13th day of April, 2026

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA K. HEDGES, CITY ATTORNEY



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

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

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	Applicant's Signature

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

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com



Don Bergman
Architecture, LLC.

Lic. # AA 26002432

P.O. Box 13537
Fort Pierce, FL 34979-3537

4362 Gator Trace Lane
Fort Pierce, FL 34982

T: 772.466.5832
C: 772.708.0164

Architecture

Planning

Preservation

Programming

Donald L. Bergman, AIA
President
Don Bergman Architecture, LLC.

EDUCATION:

University of Florida
Master of Arts/1984/ Architecture
Bachelor of Design/1979/ Architecture

REGISTRATION:

1992/ Architecture/Florida - No. AR 0013560
2012/ Architecture/Florida - No. AA26002432 (Corporation)

MEMBERSHIPS/PROFESSIONAL AFFILIATIONS:

American Institute of Architects
Standard Building Code Congress International
Chairman, City of Fort Pierce Board of Examiners of Contractors
Past Chairman, City of Fort Pierce Board of Adjustment & Appeals

EXPERIENCE:

Don Bergman Architecture, LLC.	2012 to present
Garcia Stromberg Architecture (GS4)	2016-2017
Peacock + Lewis Architects and Planners, Inc.	2001 to 2011
Stebbins, Scott & Bergman, Architects	1997 to 2001
Donald L. Bergman, Architect, P.A.	1993 to 1997
Stebbins & Scott, Architects, P.A.	1984 to 1993

REPRESENTATIVE PROJECTS:

Lawnwood Regional Medical Center & Heart Institute
Fast-Track Suite
Fort Pierce, FL

JCAHO Statement of Conditions Update
Fort Pierce, FL

HCA Raulerson Hospital
JCAHO Statement of Conditions Update
Okeechobee, FL

St. Lucie Medical Center & Orthopaedic Institute
JCAHO Statement of Conditions Update

Operating Room #10

Dialysis Unit
Port St. Lucie, FL

Whole Family Health Center
North US Highway 1, Fort Pierce, FL

Hartman Medical Office Building
Hartman Road, Fort Pierce, FL

Dogs & Cats Forever, Inc.
Feline Wing Addition
Selvitz Road, Fort Pierce, FL

Medmark Services, Inc.
VA Primary Care Clinic
Fort Pierce, FL

Indian River Community College/Fort Pierce Redevelopment Agency
Human Development & Resources Centre - Classroom Building - Phase I *
Avenue D, Fort Pierce, Florida

City of Fort Pierce Redevelopment Agency
Human Development & Resources Centre - Gymnasium - Phase II
Avenue D, Fort Pierce, Florida

City of Fort Pierce
Avenue "D" Police Substation*
Avenue D, Fort Pierce, FL

Main Police Headquarters*
US Highway 1, Fort Pierce, FL

Marina Support Building
Indian River Drive, Fort Pierce, FL

The Sunrise Center Build-out of the City of Fort Pierce Building Dept.
Orange Avenue, Fort Pierce, FL

St. Lucie County Board of County Commissioners
Children's Environmental Museum*
(Oxbow Eco-Center)
Port St. Lucie, FL

Remodeling of the Becker House
Selvitz Road, Fort Pierce, FL

Sheriff's Administration & Operations Center*
Midway Road, St. Lucie County, Florida

County Courthouse & Parking Garage*
St. Lucie County, Florida

Renovations to the Walton Community Center
Fort Pierce, FL

The Housing Authority of the City of Fort Pierce

Fire Damaged Units:
3001 Avenue J
802 N 23rd Street
South 27th Circle - Duplex
South 27th Circle - Townhouse
North 32nd Street - Single Family Residence

Juanita Avenue:*
Modernization - 20 single family units

Lincoln Investments:
Window Replacement & Exterior Painting

El Dorado Terrace:
HVAC & Electrical Service Upgrades

Park Terrace:
Re-roofing Study/Core samples/Moisture content imaging

Buell Brown Center:
North Entrance Storefront Doors
Re-roofing Study/Core samples/Moisture content imaging
1984 Renovation of vacated hospital bldg. & conversion to Buell Brown Center*
2018 Renovation of the Buell Brown Center

Avenue G Boys & Girls Club Remodeling
3100 Avenue G

The Infinity Center Remodeling
1115 North 23rd Street



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

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

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	Applicant's Signature <i>Ryan Collins</i>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Print

Application For Appointment/Reappointment - Submission #24694

Date Submitted: 2/26/2026

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

Board of Examiners of Contractors

Name:*

Evans Edmond

Home Address:*

2647 Heathcote Drive

City:*

Fort Pierce

State:*

FL

Zip:*

34982

How long at this address?*

3 years

Telephone Number*

7729795461

If less than two years, provide prior address:

Are you a citizen of the United States? *





Yes



No

Occupation: *

Energy Center Manager

Employer:*

Walmart INC

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



Yes



No

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

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



Yes

No

If yes, in which organization and in what capacity?

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

Yes

No

If yes, state the business and location:

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

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate
Brokering:*

Yes

Finanace/Accounting:*

Yes

No

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 bring a strong foundation in engineering, construction, and regulatory compliance, along with over a decade of hands-on industrial maintenance experience. I hold degrees in Civil Engineering and Building Construction from Indian River State College, as well as certifications in AutoCAD, industrial refrigeration, and EPA compliance. Since 2015, I have worked in large-scale industrial operations and currently serve as an Energy Center Manager overseeing an ammonia refrigeration plant that houses over 66,000 pounds of ammonia at a major perishable distribution center in Cocoa, Florida. In this role, I am responsible for operational leadership, regulatory compliance with OSHA and EPA standards, and coordination with the Local Emergency Planning Committee. My experience requires strategic planning, risk management, budgeting oversight, infrastructure maintenance, and collaboration with public agencies—skills that directly translate to thoughtful and responsible community redevelopment. I am highly motivated, solutions-oriented, and committed to strengthening the communities we serve. I believe my technical expertise, leadership experience, and dedication to public safety and sustainable infrastructure would make me a valuable asset to the Community Redevelopment Agency Advisory Board.

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:*

Facebook

Applicant Email Address:*

ejedmond24@gmail.com

Date:*

02/26/2026

Applicant's Signature:*

Evans Edmond

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)

Evans_Joseph_Edmond_Energy_Center_Manager_Resume.pdf

EVANS JOSEPH EDMOND

Energy Center / Industrial Utilities Manager

Email: Ejedmond24@gmail.com | Phone: 772-979-5461

PROFESSIONAL SUMMARY

Industrial Utilities and Energy Center leader with 16 years of progressive experience within large-scale distribution operations. Responsible for 66,880 lbs of ammonia refrigeration infrastructure supporting a 650,000 sq. ft. perishable facility. Expert in EPA/OSHA compliance, PSM/RMP programs, asset reliability, cold-chain integrity, and mission-critical utilities operations.

OPERATIONAL SCOPE

Facility Size	650,000 sq. ft.
Ammonia Refrigeration	66,880 lbs NH ₃
Managed Assets	2,915 Critical Assets
Regulatory Compliance	EPA, OSHA, PSM, RMP
Operational Impact	Food Safety & Cold Chain Continuity

PROFESSIONAL EXPERIENCE

Energy Center Manager – Walmart PDC #8851, Cocoa, FL (2023–Present)

- Lead all industrial refrigeration and utilities operations
- Ensure compliance with EPA, OSHA, and federal safety regulations
- Oversee preventive and predictive maintenance strategy for 2,915 assets
- Maintain cold-chain temperature integrity for perishable operations
- Manage audit readiness, environmental reporting, and risk mitigation

Maintenance Area Manager (2022–2023)

- Directed maintenance teams supporting mission-critical infrastructure
- Improved maintenance workflows and safety performance

Energy Center Technician (2019–2022)

- Senior ammonia and utilities systems specialist

Walmart DC #7038 – Fort Pierce, FL (2010–2018)

Multi-Skilled Technician → Maintenance Technician → Operations Associate

CORE COMPETENCIES

Industrial Ammonia Refrigeration | Utilities Infrastructure Management | PSM & RMP Compliance | Asset Reliability Strategy | Preventive Maintenance Programs | Cold Chain Compliance | Emergency Response | Environmental Stewardship | Operational Risk Management

EDUCATION & CERTIFICATIONS

Civil Engineering Degree – Indian River State College
Degree – Building Construction Technology
Certified Industrial Refrigeration Operator (CIRO) – RETA
Certified Assistant Refrigeration Operator (CARO) – RETA
EPA Universal Certification (Section 608)

HAZWOPER Certified – Nova Southeastern University
Finance Academy Graduate – University of Tennessee (Walmart Program)

Print

Application For Appointment/Reappointment - Submission #24560

Date Submitted: 1/29/2026

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

Board of Examiners of Contractors

Name:*

Shatell Hypolite

Home Address:*

120 N 11th Street

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

15

Telephone Number*

772-882-0576

If less than two years, provide prior address:

Are you a citizen of the United States? *





Yes



No

Occupation: *

Real Estate Agent

Employer:*

LPT Realty LLC

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:

120 N 11th Street Fort Pierce, FL 34950: Proposal Writing, Project Management

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



Yes

No

If yes, in which organization and in what capacity?

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

Yes

No

If yes, state the business and location:

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

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate
Brokering:*

Yes

Finanace/Accounting:*

Yes

No

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) *

1) Real Estate Agent, 2) Project Management(Studying for PMP Cert.) 3) Proposal Writing 4) Administrative 5) Client/ Customer/ consumer Oriented

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

Yes

No

If yes, please specify:

Parking Committee, Infrastructure Surtax Oversight Committee, Adult Volunteer Youth Council

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 lcox@cityoffortpierce.com.

Upload Resume (Optional)

About Shatell Hypolite.pdf

Shatell Hypolite

To Whom It May Concern,

I am writing to express my interest in serving on a committee for the City of Fort Pierce as a community representative. As a longtime resident who is raising my children, and now my grandchild here, I am deeply invested in the decisions that shape our city's future. I would be honored to contribute a resident-focused perspective rooted in service, balance, and accountability.

My professional background includes experience in healthcare, business operations, and project management. I worked in both the front and back offices of a family medical practice, developing effective communication, organization, and customer service skills. I also managed a transportation company, overseeing dispatch operations, rate negotiations, and administrative functions. Through my company, Cardinal Operations LLC, I bring added experience in project management and proposal writing, with a focus on clear documentation, process, and responsible outcomes.

Community involvement has been a consistent priority for me for approximately two decades. I have served in leadership and advisory roles across early childhood, elementary, and middle school communities, including board service with The Agricultural and Labor Program, Inc. (ALPI) Head Start. My school-based involvement includes past service with the Forest Grove Middle School PTO, and ongoing engagement at Fairlawn Elementary Magnet School, where I currently serve on both the Parent Teacher Organization (PTO) and the School Advisory Council. I also serve on the Fort Pierce Westwood School Advisory Council and the St. Lucie County School Board Advisory Council. These roles have allowed me to work collaboratively with families, educators, and community stakeholders to support thoughtful, community-centered decision-making.

At the City level, I currently serve as Vice Chair of the Parking Committee, a member of the Infrastructure Surtax Oversight Committee, and an adult volunteer on the City Youth Council Committee. These appointments have strengthened my understanding of municipal processes and reinforced the importance of transparency, listening, and balanced recommendations.

As a licensed real estate agent, I work closely with families navigating important life and financial decisions, further reinforcing the value of fairness, clarity, and accountability particularly when serving in a community representative capacity rather than as a technical or trade professional.

Fort Pierce is not only my home, but the place where my family continues to grow. I care deeply about the long-term well-being of this city and believe strong communities are built through civic engagement, respectful dialogue, and residents willing to serve with integrity.

Thank you for your time and consideration. I would welcome the opportunity to continue serving the City of Fort Pierce and contribute meaningfully as a voice for the community.

Respectfully,
Shatell Hypolite

Print

Application For Appointment/Reappointment - Submission #24765

Date Submitted: 3/31/2026

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

Board of Examiners of Contractors

Name:*

Noah Johnson

Home Address:*

1509 Thumb Point Drive

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

25 years

Telephone Number*

7722678578

If less than two years, provide prior address:

1201 SW Biltmore Street

Are you a citizen of the United States? *

Yes

No

Occupation: *

General Contractor

Employer:*

JBR Exteriors, Inc.

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:

JBR Exteriors Inc.

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

Yes

No

If yes, in which organization and in what capacity?

The City of Fort Pierce and FPUA regarding construction projects.

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

Yes

No

If yes, state the business and location:

FL

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

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate Brokering:*

Yes

No

Finanace/Accounting:*

Yes

No

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) *

As a licensed state general contractor, I bring hands-on expertise in managing residential construction projects from concept to completion. My background includes coordinating subcontractors, overseeing job site operations, and ensuring materials and timelines stay aligned with project goals. My supervisory skills include planning work, directing crews, and enforcing strict quality control and safety practices. I am knowledgeable in local building codes, permitting processes, and inspections, which allows projects to move efficiently and compliantly.

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:*

Linda Cox

Applicant Email Address:*

noah@jbrexteriors.com

Date:*

03/31/2026

Applicant's Signature:*

Noah Johnson

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)

No file chosen

Print

Application For Appointment/Reappointment - Submission #24565

Date Submitted: 1/30/2026

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

Board of examiners of contractors

Name:*

Blair Lehman

Home Address:*

1014 Texas Ct.

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

10 years

Telephone Number*

2246220032

If less than two years, provide prior address:

1014 Texas Ct.

Are you a citizen of the United States? *

Yes

No

Occupation: *

Management

Employer:*

Komatsu

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

Yes

No

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

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

Yes

No

If yes, in which organization and in what capacity?

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

Yes

No

If yes, state the business and location:

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

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate
Brokering:*

Yes

Finanace/Accounting:*

Yes

No

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) *

Extensive Commercial and residential development background

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:*

None

Applicant Email Address:*

Blairlehman@hotmail.com

Date:*

1/30/2026

Applicant's Signature:*

Blair Lehman

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)

Blair Lehman-2025-1.pdf

Blair Lehman

1014 Texas Ct. Fort Pierce, FL 34950 | 224-622-0032 | blairlehman@hotmail.com

Professional Summary

Since starting my career in 2001 much of my experience has been in industrial and commercial applications. I have 4 years of technical schooling in the elevator industry, as well as 2 years of Technical College. I have used that education and field experience to work in the field as a mechanic and foreman. I have also succeeded in positions in territory sales and management of employees located throughout the United States. Driven Territory Manager motivated to increase sales and rental opportunities through customer focus and strategic planning.

Skills

- Sales/Rental/Service Territory development
- Account management
- Customer Relations management
- Sales strategy development
- Safety compliance
- Industrial and commercial equipment management

Experience

Product Service Manager / Montabert (Komatsu), North America / April 2023 – Present/
montabertusa.com

- After sales product support of dealer reps and end user.
- After sales training of mining, demolition, and material handling attachments use with Komatsu excavators.
- Monitor the safety and technical training of the field service team. Leading the drive to our ZERO Harm Culture.
- Manage multiple dealer accounts throughout the eastern half of the U.S.
- Support end users by scheduling regular inspections of products even after the product warranty has expired.
- Increase the overall quality of field service repairs by administering regular training sessions.
- Successfully decreased the number of warranty claims through the increase in product, operator, and technical training.
- Overall management of the field projects. Provide estimated costs and timeline proposals on large and small jobs.
- Develop and execute capital spending plans required to support the department.
- Supporting and interacting with other departments such as sales to support their goals and opportunities. Develop and support a professional attitude with each Field Service employee.
- P & L of the field service department. Understands the financial end of the business and overall company objectives, while keeping the dealer and end user's budget in mind.
- Instructor for Komatsu Service Institute – Attachments course.

Blair Lehman

1014 Texas Ct. Fort Pierce, FL 34950 | 224-622-0032 | blairlehman@hotmail.com

Plant Manager / OLDCASTLE APG, Fort Pierce, FL / August 2020 – April 2023 / crhamericas.com

- Provide leadership, supervision, and support for all production and office staff in the Concrete/Paver Plant.
- Ensuring all daily/weekly KPI goals are met or exceeded.
- Established a preventative maintenance program to minimize downtime of production equipment.
 - Equipment downtime was averaging 20% weekly when hired.
 - Current Equipment downtime is below 9% due to strict preventative maintenance planning.
- Conduct bi-weekly maintenance meetings with the maintenance department.
- Continuously analyze operator and machine performance to optimize production quality and production output.
- Continuously analyze and improve safety practices.
- Conduct weekly safety meetings with entire staff.
- Oversee all plant equipment upgrades/replacement.
- Work closely with office staff to maintain clear communication with all vendors and customers.
- Created goals and expectations for all employees/positions.
 - Work with corporate to create monetary rewards for employees that exceed expectations.

National Mobile Services Manager / HYTORC, North America / April 2013 – August 2020 / hytorc.com

- Travel throughout the United States to work one on one to coach each Mobile Service Technician.
- Maintain ISO standards 9001 and 17025.
- Responsible for assisting each Technician in the overall growth of repairs and calibrations in their territories.
- Train Technicians employees to improve Cold Call strategies and increase the number of new accounts opened.
- Create incentives to increase overall growth.
- Aiding in establishing and maintaining Sales Team/Mobile Service Technician relationships to increase sales, rentals, and overall customer support
- Record and measure the yearly growth of sales, rentals, repairs, calibrations, new accounts opened, and revenue generated.
 - 2018 and 2019 each had record overall growth of 24% of the previous years.
- Set and maintain Nationwide consistency of company standards and practices.
- Ensure each Technician complies with company safety policies and is up to date with their OSHA/MSHA certificates.
 - Inspect each site and set corrective measures if needed.
- Identify technical deficiencies, and coach/train when needed.
- Coordinate with Branch Managers to create and maintain a support system for all Mobile Service Technicians to be successful and continue to grow their territories.

Blair Lehman

1014 Texas Ct. Fort Pierce, FL 34950 | 224-622-0032 | blairlehman@hotmail.com

- Creating and maintaining customer relationships, managing customer tool repair needs and serving as a technical consultant addressing various application challenges.
- Travel throughout the territory to call on regular and prospective customers to provide onsite repair and calibration of hydraulic/pneumatic/electric/battery torque tools.
- Identify potential sales and rental opportunities.
- Provided technical consultation and safety training to customers.
- Served a vital role in increasing existing customer sales, equipment rentals, and service as well as identifying and securing new business opportunities.
- In this position I doubled my KPI's every year and succeeded in being a top performer in the company by leading in rental, sales, and repair revenue.
- Successfully built a sustainable territory in the Northern Illinois-Chicago area and was able to replicate the same degree of growth since transferring to the South Florida territory which led to being promoted to the National Sales/Service Manager.

Union Elevator Mechanic & Foreman / IUEC Local 2, Chicago, IL / September 2001 – October 2013

- Foreman of a Multimillion dollar building expansion of the elevators at Blue Cross/Blue Shield of Illinois.
- Maintaining open communication with companies, contractors, engineers, and employees.
- Assist all parties in solving any technical, personal, and scheduling issues that occur on the job.
- Work with the sales department to increase company revenue while maintaining customer satisfaction.
- Provided weekly safety training to all onsite employees.
- Managing daily activities and ordering necessary materials to prevent any delay in job completion.
- Motivate and train employees, prepare reports, and assist in conducting weekly progress meetings with the company, contractors, safety personnel, and consultants
- Experience in new construction of Traction and Hydraulic elevators involving electrical, welding, hydraulic, and pipefitting.
- Experience in elevator and escalator maintenance.
- Experience in elevator and escalator repair.

2005 - Four-year completion of Technical Trade school with IUEC, Local 2 Chicago

2000 - Two-year completion of Technical Welding Program, College of DuPage, IL

Blair Lehman

1014 Texas Ct. Fort Pierce, FL 34950 | 224-622-0032 | blairlehman@hotmail.com

References available upon request.



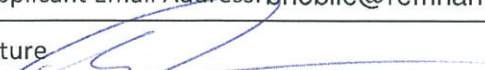
CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Board of Examiners of Contractors

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

Name: Brandon Nobile	Phone: 772-349-7015
Home Address: City/Zip Code: 606 S 8th St, Fort Pierce, FL 34950	How long at this address? 3yrs
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: Owner of Remnant Construction, LLC	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
201 S 2nd St, suite 100, Fort Pierce, FL 34950 - Construction Manager	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
We have discussed the Firehawks Field modernization with the City. Project is currently on hold.	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Owner of Remnant Construction	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): State Certified Building Contractor, LEED Accredited, AS in Building Construction Technology from IRSC. 15 years in the construction industry.	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Board of Examiners of Contractors	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by:	Applicant Email Address: bnobile@remnantconstruction.com
Date: 1/7/22	Applicant's Signature 

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Day Meeting 9:00 AM

10. B.

Meeting Date: 04/13/2026

Re: Resolution 26-R28 Civil Service Appeals Board Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R28 appointing a member to the Civil Service Appeals Board.

SUMMARY:

Civil Service Appeals Board has an open seat for a Commission appointed alternate.

RECOMMENDATION:

Appoint an applicant.

ALTERNATIVES:

Seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Communications Department

Attachments

Resolution

Ballot

Alston

Campbell

Hypolite

RESOLUTION NO. 26-R28

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

BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, in accordance the Fort Pierce City Charter, Article VII, Sec. 82, that the following be and are hereby appointed and/or reappointed as members of the Civil Service Appeals Board; said terms to commence upon adoption of this resolution, and to expire as shown below, or when a successor has been duly appointed:

Name	Seat	Term Expires
	Commission Alternate	April 13, 2028

BE IT FURTHER RESOLVED that this Resolution shall become effective on April 13, 2026.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 13th day of April 2026.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA HEDGES, CITY ATTORNEY



Civil Service Appeals Board Ballot – April 2026

1 alternate position

Rashard Alston
Walter L. Campbell
Shatell Hypolite

Choice: _____

Submitted by: _____

Print

Application For Appointment/Reappointment - Submission #24753

Date Submitted: 3/24/2026

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

Civil Service Appeal Board

Name:*

Rashard Alston

Home Address:*

2526 Creekside Drive

City:*

Fort Pierce

State:*

FL

Zip:*

34981

How long at this address?*

3 Years

Telephone Number*

7722400700

If less than two years, provide prior address:

Are you a citizen of the United States? *





Yes



No

Occupation: *

Executive Director

Employer:*

Project Lift

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:

2526 Creekside Drive Fort Pierce Fl. 34981, Firearms Instructor

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



Yes

No

If yes, in which organization and in what capacity?

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

Yes

No

If yes, state the business and location:

Project Lift, 601 Atlantic Ave Fort Pierce Fl. 34950

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

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate
Brokering:*

Yes

Finanace/Accounting:*

Yes

No

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 bring nearly two decades of experience in the mental health and substance abuse field, having begun my career in 2007. I started as a Mental Health Technician at Port St. Lucie Hospital and have worked my way into leadership, currently serving as the Executive Director at Project LIFT in Fort Pierce. Throughout my career, I have developed strong skills in program management, team leadership, and community-based services. My professional journey has given me a well-rounded understanding of both frontline work and executive-level decision-making within the behavioral health field. I am highly organized and goal-driven, and I pride myself on leading with honesty and integrity. I believe in taking the time to fully understand a situation before offering insight or making decisions, whether in a professional or personal setting. This approach allows me to contribute thoughtful, fair, and informed perspectives. I am confident that my experience, leadership background, and commitment to serving the community would allow me to be a valuable and effective member of the board.

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 lcox@cityoffortpierce.com.

Upload Resume (Optional)

No file chosen

Print

Application For Appointment/Reappointment - Submission #24745

Date Submitted: 3/17/2026

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

the Civil Service Appeals Board

Name:*

Dr. Walter L. Campbell

Home Address:*

612 N. 22nd St.

City:*

Fort Pierce, Florida

State:*

FL

Zip:*

34950

How long at this address?*

16

Telephone Number*

7724805112

If less than two years, provide prior address:

Are you a citizen of the United States? *





Yes



No

Occupation: *

Pastor

Employer:*

The work of Christ Inc

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:

Nonprofit organization/ church

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



Yes

No

If yes, in which organization and in what capacity?

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

Yes

No

If yes, state the business and location:

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

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate
Brokering:*

Yes

Finanace/Accounting:*

Yes

No

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 pastor with a Doctorate in Church Management, bringing both spiritual leadership and practical organizational expertise. Through my experience in ministry, I have developed strong skills in leadership, community engagement, and program development. I also have extensive knowledge of nonprofit operations, including governance, outreach, and sustainability. My background allows me to effectively guide mission-driven initiatives while ensuring sound management practices, and I am committed to helping organizations grow, serve their communities, and remain aligned with their core values.

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?*

—

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 lcox@cityoffortpierce.com.

Upload Resume (Optional)

No file chosen

Print

Application For Appointment/Reappointment - Submission #24747

Date Submitted: 3/17/2026

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

Civil Service Appeals Board

Name:*

Shatell Hypolite

Home Address:*

120 N 11th Street

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

15

Telephone Number*

7728820576

If less than two years, provide prior address:

Are you a citizen of the United States? *





Yes



No

Occupation: *

Real Estate Agent

Employer:*

LPT Realty LLC

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:

120 N 11th Street Fort Pierce, FL 34950: Proposal Writing, Project Management

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



Yes

No

If yes, in which organization and in what capacity?

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

Yes

No

If yes, state the business and location:

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

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate
Brokering:*

Yes

Finanace/Accounting:

Yes

No

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) *

1) Real Estate Agent, 2) Project Management(Studying for PMP Cert.)

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

Yes

No

If yes, please specify:

Parking Committee, Infrastructure Surtax Oversight Committee, Adult Volunteer Youth Council

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 lcox@cityoffortpierce.com.

Upload Resume (Optional)

About Shatell Hypolite.pdf

Shatell Hypolite

To Whom It May Concern,

I am writing to express my interest in serving on a committee for the City of Fort Pierce as a community representative. As a longtime resident who is raising my children, and now my grandchild here, I am deeply invested in the decisions that shape our city's future. I would be honored to contribute a resident-focused perspective rooted in service, balance, and accountability.

My professional background includes experience in healthcare, business operations, and project management. I worked in both the front and back offices of a family medical practice, developing effective communication, organization, and customer service skills. I also managed a transportation company, overseeing dispatch operations, rate negotiations, and administrative functions. Through my company, Cardinal Operations LLC, I bring added experience in project management and proposal writing, with a focus on clear documentation, process, and responsible outcomes.

Community involvement has been a consistent priority for me for approximately two decades. I have served in leadership and advisory roles across early childhood, elementary, and middle school communities, including board service with The Agricultural and Labor Program, Inc. (ALPI) Head Start. My school-based involvement includes past service with the Forest Grove Middle School PTO, and ongoing engagement at Fairlawn Elementary Magnet School, where I currently serve on both the Parent Teacher Organization (PTO) and the School Advisory Council. I also serve on the Fort Pierce Westwood School Advisory Council and the St. Lucie County School Board Advisory Council. These roles have allowed me to work collaboratively with families, educators, and community stakeholders to support thoughtful, community-centered decision-making.

At the City level, I currently serve as Vice Chair of the Parking Committee, a member of the Infrastructure Surtax Oversight Committee, and an adult volunteer on the City Youth Council Committee. These appointments have strengthened my understanding of municipal processes and reinforced the importance of transparency, listening, and balanced recommendations.

As a licensed real estate agent, I work closely with families navigating important life and financial decisions, further reinforcing the value of fairness, clarity, and accountability particularly when serving in a community representative capacity rather than as a technical or trade professional.

Fort Pierce is not only my home, but the place where my family continues to grow. I care deeply about the long-term well-being of this city and believe strong communities are built through civic engagement, respectful dialogue, and residents willing to serve with integrity.

Thank you for your time and consideration. I would welcome the opportunity to continue serving the City of Fort Pierce and contribute meaningfully as a voice for the community.

Respectfully,
Shatell Hypolite