C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, April 6, 2026 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER - Rev. Kenneth Mills - Save Our Children, Inc.**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of minutes from the March 16, 2026 Regular Meeting.

   B. Approval of minutes from the March 19, 2026 Special Meeting.

6. **PROCLAMATIONS**

   A. Fort Pierce Police Department, National Crime Victims' Rights Week

7. **LETTERS TO COMMISSION**

   A. Email recognition from Tim Makarius, Trademark Retail Construction LLC of Building Department's Permit Specialist Tioka Santiago for her professionalism and promptness on his construction project.

   B. Email recognition from Walter Wilkinson, for the City Marina staff for their actions and professionalism.

   C. Email recognition from resident Linda Nunn, for Jamison Conley of Public Works on his professionalism.

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

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

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

10. **MISCELLANEOUS REPORTS**

A. Update on Crabby's Lease

11. **CONSENT AGENDA**

A. Approval of expenditure for the City's annual Egnyte, Inc. subscription services for enterprise file sharing and secure document management services in an amount not to not exceed $93,464.40.

B. Approval of the updated revision of the Interlocal Agreement (ILA) for the Everbridge System, implemented locally as "ALERT St. Lucie"

C. Approval of the Florida Department of Law Enforcement (FDLE) Award in the amount of $38,824.50; funds to be used to purchase new conducted energy weapons (CEW) and signal devices.

D. Approval of expenditure for Flock OS Elite package renewal year 2 of 5 of Flock Group Inc in the amount not to exceed $354,100.

E. Approval of the settlement of the City's opioid litigation against six (6) Remnant Defendants and authorization for the Mayor to execute the Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form").

F. Approval of Award for RFP 26-021 Strategic Planning Consulting Services to Berry, Dunn, McNeil & Parker, LLC, as highest ranked respondent and authorize staff to enter into contract negotiations for final approval by City Commission.

G. Authorize the Mayor to execute the 2025–2026 Grant Award and Allocation Letters accepting entitlement funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant program in the amount of $574,680.00.

H. Approval for City Manager Richard D. Chess to attend the Florida City and County Management Association 2026 Annual Conference in Orlando, FL, from May 26th to May 30th, 2026, at an estimated cost of $1,975.00.

I. Approval for City Manager Richard D. Chess to attend the Florida Black Caucus of Local Elected Officials 2026 Annual Conference in Tampa, FL from April 15th to April 17th, 2026, at n estimated cost of $1,104.68.

J. Approval for Commissioner Gaines to attend the 2026 Florida Black Caucus of Local Elected Officials Annual Conference in Tampa, Florida from April 15 to April 17, 2026 at a cost of $965.77.

K. Approval for Commissioner Johnson to attend the 2026 Florida Black Caucus of Local Elected Officials Annual Conference in Tampa, Florida from April 15 to April 17, 2026 at a cost of $965.77.

L. Approval of contract with VB Landscaping LLC. DBA Partnership Landscaping, Fort Lauderdale, FL for Landscaping Maintenance of Medians, Bid No. 2025-039, for a period of two years with a one-year renewal option in the amount of $86,400.00 per year.

M. Approve the Second Amendment to the Safe Streets for All (SS4A) Grant Agreement with the US DOT/Federal Highway Administration (693JJ32340234) to officially close the project.

N. Approval of Award of Banking Service RFP 2026-018 to ITHINK Financial Credit Union for three years with the option to renew for two additional one-year periods by mutual agreement of both parties.

12. **PUBLIC HEARINGS**

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

A. Legislative Hearing - Ordinance 26-005 - Review and approval of a Voluntary Annexation by owner, Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 0.19 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is Low Density Residential (RL) and the proposed Zoning is Single Family Low Density Zone (R-1). Parcel ID: 2413-501-0154-000-6. SECOND READING.

B. Legislative Hearing - Ordinance 26-006 - Review and approval of a Voluntary Annexation by owner, John Alberti, represented by Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 0.19 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is Low Density Residential (RL) and the proposed Zoning is Single-Family Low Density Zone (R-1). Parcel ID: 2413-501-0155-000-3. SECOND READING.

C. Legislative Hearing - Ordinance 26-007 - Review and approval of a Voluntary Annexation by owners, Michael Fowler and Sean Murray, represented by Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 1.42 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is General Commercial (GC) and the proposed Zoning is General Commercial Zone (C-3). Parcel ID: 2413-501-0102-000-07. SECOND READING.

D. Legislative Hearing - Ordinance 26-008 - Review and approval of a Voluntary Annexation by owner, Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 0.21 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is Low Density Residential (RL) and the proposed Zoning is Single Family Low Density Zone (R-1). SECOND READING.

E. Legislative Hearing - Ordinance 26-009 - Final Budget Amendment of the FY 2024-25 General Fund Budget. SECOND READING

13. **CITY COMMISSION**

A. Resolution 26-R22 accepting the FPUA Final Budget Amendment

B. Resolution 26-R23 Accepting the FPUA Annual Comprehensive Financial Report for FY2025 and annual distribution

C. Resolution 26-R24 appointing two at-large members to the Historic Preservation Board.

D. Resolution 26-R25 appointing members to the Affordable Housing Advisory Committee (AHAC).

E. Resolution 26–R26 appointing members to the Sunrise Theater Advisory Board as Commissioner Gaines and Mayor Hudson's appointees.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

A. PO Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 5:05 PM **5. A.**

Meeting Date: 04/06/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the March 16, 2026 Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

3.16.2026 minutes

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, MARCH 16, 2026.

1. CALL TO ORDER

Mayor Hudson called this meeting to order at 5:05pm.

2. OPENING PRAYER - Chaplin Belinda Pizarro - River of Life Fellowship.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

A. Approval of minutes from the March 2, 2026 SHADE Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the March 2, 2026 SHADE meeting.

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

Passed

B. Approval of minutes from the March 2, 2026 Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the March 2, 2026 regular meeting.

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

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

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

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

Passed

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

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Phyllis Hankerson
Mark Puz
Karen Manista
Julie Moore
Jim McConnell
Devin Wheaton

10. MISCELLANEOUS REPORTS

A. Savannah Preserve Developer/High Point Update

Camille Wallace, Deputy City Manager, gave a brief introduction of the presentations from the Planning, Building, and Engineering Departments. Kev Freeman, Planning Director, gave a brief presentation covering the timeline of the Planning Department's approval process for the Savannah Preserve project. Mr. Freeman stated the Planning Department monitors the permits to ensure compliance with the approved Site Plan. Commissioner Arnold Gaines inquired if the Developers were in attendance for questioning; Mr. Freeman and Ms. Wallace confirmed the Developers are available for questions following the City's presentations. Paul Thomas, Building Director, gave a brief presentation discussing the stop-order issued, and the permits issued regarding this project. Mr. Thomas stated the stop-order was issued due to work commencing prior to the permits' issuance. Commissioner Curtis Johnson requested clarification on the penalties for the stop-order. Commissioner Arnold Gaines questioned if the amount for the punitive penalty is based off Florida Statutes or the City's Code; Mr. Thomas confirmed the amounts are set based on Florida Statutes. Commissioner Michael Broderick questioned if trees that were required to stay on the site plan were removed. Mr. Freeman clarified that everything had to be removed from the site to raise the elevation due to the flood elevation. Shaun Coss, Interim Community Response Director, gave a brief presentation discussing the complaints filed regarding this project. Mr. Coss shared that he conducted multiple site visits and was unable to identify the existence of the complaints. Commissioner Chris Dzadovsky inquired about the complaints being routed to multiple departments and suggested to City Manager Richard Chess and Deputy City Manager Camille Wallace that this process be reviewed to streamline the handling of complaints. Tanner Retherford, Engineering Department, gave a brief presentation covering the timelines of the permitting requirements for the drainage and flooding of this project. Commissioners Broderick and Dzadovsky presented questions regarding the functionality of the drains to the canal south of this project site and the on-site water pumps. Mr. Retherford stated that the Engineering Department can conduct an inspection to ensure these required items are functioning as stated.
Dennis Murphy, representative of Culpepper and Terpering, and Tom DeGrace, Engineer for Culpepper and Terpering, on behalf of Savannah Preserve gave a presentation discussing the requirements presented by the City of the Savannah Preserve project site. Mayor Linda Hudson requested for the reported fence issue be discussed; Mr. Murphy stated the fence is on High Point property. Commissioner Broderick stated that the developers for Savannah Preserve must identify and rectify the issue of the water flowing into the properties in High Point and Gator Trace. Commissioners Gaines and Johnson strongly suggested for the developers go to the project site physically to pinpoint the cause of the water issue. Mayor Hudson commented that new projects should not adversely affect neighboring properties and hopes to receive some answers from the developers of Savannah Preserve so

that all parties involved may be happy with the construction of the new development.

B. Update on Crabby's Dockside Lease

Shyanne Harnage, Community and Economic Development Director, provided that the title report indicated there are no additional encumbrances on the property. Staff is seeking direction from the Commission to move forward with Crabby's lease termination, collection on outstanding amounts owed, and the solicitation of the property for future tenants. Commissioner Arnold Gaines suggested the City move forward with terminating Crabby's lease and to begin legal proceedings to collect the outstanding amounts owed. Commissioner Curtis Johnson Jr. echoed Commissioner Gaines' statement and shared that the collection of the amounts owed could potentially be a financial benefit to the taxpayers in the City of Fort Pierce. Commissioner Michael Broderick requested clarification if there is an acceleration provision in the lease and if the City can now take ownership of the improvements made to the real property on the City-owned land. City Attorney Sara Hedges stated the lease terms would have to be reviewed to confirm if there is an acceleration provision. Ms. Hedges confirmed that any improvements that are affixed to the real property do fall under City ownership. Commissioner Chris Dzadovsky raised a suggestion for the current leasee to assign the lease to a new restaurateur under a provision that the new leasee would pay the $215,000 owed to the City. Ms. Hedges confirmed this assignment is a viable option as the contract has not been terminated yet. Commissioner Dzadovsky shared that he feels as though this would present a signification profit and investment for the City of Fort Pierce. Commissioner Gaines appreciated Commissioner Dzadovsky's suggestion of assignment but shared he feels it may be more productive for the City to find a new tenant separately. Ms. Hedges stated the idea of assignment or settlement has been presented to the current tenants' attorney, but they have not responded to either offer. Ms. Hedges suggested that if the Commission is to take formal action, to place it on the agenda for the next City Commission meeting so a Resolution could be presented with the official action. Commissioner Curtis Johnson Jr. agreed with Ms. Hedges' suggestion of placing the decision on the next Commission meeting to allow the tenant time to respond. Commissioner Broderick questioned if the assignment would give the new tenant ownership of the improvements; Ms. Hedges clarified the improvements are still City-owned. Commissioner Gaines encouraged public participation in the next meeting to help determine the next tenant and course of action for the Crabby's lease.

11. CONSENT AGENDA

A. Approval of expenditure for Annual Purchase Order with Nextran Truck Centers for Original Equipment Manufacturer (OEM) Parts and Services for Solid Waste Mack refuse trucks in an amount not exceeding $100,000.00.

B. Approval of expenditure for the Solid Waste Annual Purchase Order with Sunbelt Waste Equipment for Heil OEM parts and services for refuse trucks, not exceeding $80,000.00.

C. Approval of expenditure for Annual Purchase Order with Waste Management for Solid Waste Landfill Fees in an amount not to exceed $1,650,000.00.

D. Approval for the Mayor to Sign the Tree City USA Application

E. Approval of New Services Agreement between FLOCK and the City of Fort Pierce (funded by FPRA for the Purchase of Flock Safety Equipment not to exceed $238,400)

F. Approval of expenditure for an Increase in the Purchase Order for Complete Resource Productions for Monthly Rental of Audio and Light Equipment to facilitate the upcoming events at the Sunrise Theatre in the amount of $141,500 for the remainder of FY2026.

Commissioner Curtis Johnson Jr. requested to pull item 11C of the Consent Agenda. Commissioner Broderick briefly stepped away from the dais and returned.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve items 11A, 11B, and items 11D-F of the Consent Agenda.

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

Passed

Commissioner Curtis Johnson Jr. pulled item 11C to discuss the landfill rate increase. Devoshay Johnson, Deputy City Manager and Interim Public Works Director, discussed issues of illegal dumping which is impacting the landfill rate increase. Mr. Johnson stated that the Public Works and the Code Enforcement Departments are working together to mitigate the issues of illegal dumping on City property and ensuring the waste on private property is being sorted and picked up by the correct departments. Commissioner Michael Broderick expressed frustration with the waste management contract. Commissioner Chris Dzadovsky suggested the City to begin looking for a new vendor in preparation of this contract ending.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Consent Agenda item 11C.

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

NAY: Commissioner Michael Broderick

Passed

12. PUBLIC HEARINGS

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

A. Legislative Hearing - Ordinance 26-005 - Review and approval of a Voluntary Annexation by owner, Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 0.19 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is Low Density Residential (RL) and the proposed Zoning is Single Family Low Density Zone (R-1). Parcel ID: 2413-501-0154-000-6. FIRST READING.

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

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 0.19 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL (RL); ESTABLISHING THE ZONING DESIGNATION OF SINGLEFAMILY LOW DENSITY ZONE (R-1); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Chris Suneson, Assistant Planning Director, presented an encompassing presentation of the four properties presented in Ordinances 26-005 through 26-008. Should the application for Annexation be approved, and future development of the land occurs, the properties could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. At the January 12, 2026 Planning Board meeting, the annexations were recommended for approval as the annexations are: consistent with Florida Statute 171.044, consistent with Comprehensive Plan objective 1.11 and policies 1.11.5 and 1.11.1, and does not adversely affect the public health, safety, convenience and general welfare.

City Clerk Linda Cox provided clarification that each Ordinance will be read individually into the record and voted on separately.

Commissioner Chris Dzadovsky raised concerns regarding the federal grant for the FPUA utilities infrastructure and the costs, requirements, and permits involved with wetland regulations that will be imposed on the owner's seeking annexation into the City of Fort Pierce. Mr. Suneson affirmed that those are great concerns but are not involved in the criteria of annexation. Commissioner Michael Broderick requested clarification that the owners of the properties seeking annexation will be paying for the extension of the sewer lines themselves and not the City; Mr. Suneson confirmed. Mayor Linda Hudson requested clarification of the entitlements that would come about with the rezoning of these properties. Mr. Suneson stated that the annexation would entitle the owners to build on their property and would bring tax revenue to the City of Fort Pierce. However, Mr. Suneson shared that the annexation is not guaranteed as the properties lie on protected land in which other governmental agencies will have to be involved and subsequently also approve if any construction can be done on these properties.

Mayor Hudson opened the Public Hearing.

Public Comments: Tony Acerra

Seeing no further movement, Mayor Hudson closed the public hearing and indicated now was the time for deliberations.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 26-005.

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

NAY: Commissioner Chris Dzadovsky, Commissioner Arnold Gaines

Passed

B. Legislative Hearing - Ordinance 26-006 - Review and approval of a Voluntary Annexation by owner, John Alberti, represented by Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 0.19 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is Low Density Residential (RL) and the proposed Zoning is Single-Family Low Density Zone (R-1). Parcel ID: 2413-501-0155-000-3. FIRST READING.

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

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 0.19 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL (RL); ESTABLISHING THE ZONING DESIGNATION OF SINGLEFAMILY LOW DENSITY ZONE (R-1); DIRECTING FILING OF THE

ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson reminded everyone this is a Public Hearing.

Questions of Staff: none.

Mayor Hudson opened the Public Hearing.

Public Comments: Tony Acerra

Seeing no further movement, Mayor Hudson closed the Public Hearing and returned the discussion to the Commission.
City Attorney Sara Hedges expressed concern regarding Mr. Acerra's commentary. Ms. Hedges wanted to provide clarification that the annexations do not automatically entitle the owners to build in the City of Fort Pierce nor are they entitled to be considered a conforming or non-conforming lot—these would have to be determined at a later date following the annexations. Commissioner Michael Broderick commended Mr. Acerra's hard work to salvage his property and investment.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 26-006.

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

NAY: Commissioner Chris Dzadovsky, Commissioner Arnold Gaines

Passed

C. Legislative Hearing - Ordinance 26-007 - Review and approval of a Voluntary Annexation by owners, Michael Fowler and Sean Murray, represented by Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 1.42 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is General Commercial (GC) and the proposed Zoning is General Commercial Zone (C-3). Parcel ID: 2413-501-0102-000-07. FIRST READING.

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

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 1.42 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF COMMERCIAL GENERAL (GC); ESTABLISHING THE ZONING DESIGNATION OF GENERAL COMMERCIAL (C-3); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson reminded everyone this is a Public Hearing.

Questions of Staff: none.

Mayor Hudson opened the Public Hearing.

Public Comments:
Tony Acerra
Krista Storey

Seeing no further movement, Mayor Hudson closed the Public Hearing and returned the discussion to the Commission.
Mayor Hudson requested for Mr. Suneson to answer Mr. Acerra's questions regarding the classification of the lots and the authority to build on the properties. Mr. Suneson stated the three lots West of A1A would be non-conforming and the other would be conforming. Mr. Suneson stated for the properties to build in the City of Fort Pierce they would either need to utilize the non-conforming section of the City Code or go through a variance project in the form of adjustment. City Attorney Sara Hedges provided clarification if the Florida Statutes allow for permits for Building or Planning to be withheld in anticipation of additional permits from other governmental agencies. Mayor Hudson questioned if the properties are allowed to be candidates for a Bert Harris Claim. Ms. Hedges provided that the City faces a Bert Harris claim issue if the applicants are not fully aware of the fact that they do not have entitlement to build. Commissioner Curtis Johnson Jr. requested clarification from Ms. Hedges the Commission's obligations dependent on approving or disapproving the Ordinance. Ms. Hedges stated the legislative hearing is for the Commission to create policies for the City and the Commission does not have to make factual testimonies for a legislative hearing as it takes two reading for a legislative hearing to reach a decision.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 26-007.

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

NAY: Commissioner Chris Dzadovsky, Commissioner Arnold Gaines

Passed

D. Legislative Hearing - Ordinance 26-008 - Review and approval of a Voluntary Annexation by owner, Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 0.21 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is Low Density Residential (RL) and the proposed Zoning is Single Family Low Density Zone (R-1). FIRST READING.

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

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 0.21 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL (RL); ESTABLISHING THE ZONING DESIGNATION OF SINGLEFAMILY LOW DENSITY (R-1); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson reminded everyone this is a Public Hearing.

Questions of Staff: none.

Mayor Hudson opened the Public Hearing.

Public Comments: Tony Acerra.

Seeing no further movement, Mayor Hudson closed the Public Hearing and returned the discussion to the Commission.
City Attorney Sara Hedges clarified the Florida Statutes section regarding City permits.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 26-008.

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

E. Legislative Hearing - Ordinance 26-009 - Final Budget Amendment of the FY 2024-25 General Fund Budget. FIRST READING

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

AN ORDINANCE AMENDING THE 2024-25 BUDGET OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2024-25 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Johnna Morris, Finance Director, gave a brief presentation discussing the City's general revenue amendments. Ms. Morris showed that the two outliers in terms of the budget were due to the additional Federal and State funding received in relation to Hurricanes Irma and Nicole. Mayor Hudson questioned if the presented numbers are before the audit takes place; Ms. Morris confirmed.

Mayor Hudson reminded everyone this is a Public Hearing.

Questions of Staff: none

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Ordinance 26-009.

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

13. CITY COMMISSION

A. Resolution 26-R17 approving Interlocal Agreement between the City of Fort Pierce and FPRA for the Purchase of Flock Safety Equipment not to exceed $238,400.

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

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ENTERING AN INTERLOCAL FUNDING AGREEMENT BETWEEN THE FORT PIERCE REDEVELOPEMENT AGENCY (FPRA), A DEPENDENT SPECIAL DISTRIST OF THE CITY OF FORT PIERCE, FLORIDA) AND THE CITY OF FORT PIERCE FOR THE PURCHASE, INSTALLATION, AND SUBSCRIPTION SERVICES OF PUBLIC SAFETY DEVICES WITHIN THE FPRA REDEVELOPMENT AREA; PROVIDING FINDINGS; PROVIDING AUTHORIZATION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution 26-R17.

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

Passed

B. Resolution 26-R18 considering an Application for an Impact Fee Offset Agreement in respect of Transportation Impact Fees for property dedication by Wheaton Holdings in the sum of $8,857.73.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; A TRANSPORTATION IMPACT FEE CREDIT AGREEMENT BETWEEN THE CITY OF FORT PIERCE CITY COMMISSION AND WHEATON HOLDINGS LLC, IN CONSIDERATION OF A CERTAIN ROAD RIGHT-OF-WAY DEDICATION ALONG HARTMAN ROAD, IN FORT PIERCE; PROVIDING AN EFFECTIVE DATE.

Kev Freeman, Planning Director, gave a brief presentation. Mr. Freeman stated that based on Section 113-10 of the City Code, Wheaton Holdings LLC would not qualify for the offset agreement. Mayor Linda Hudson stated she believes that Wheaton Holdings LLC should qualify for the impact fee as Wheaton Holdings LLC has supplied their application in good faith based on information given from St. Lucie County, that the City of Fort Pierce would reimburse Wheaton Holdings LLC for the City's portion. Mr. Freeman shared sentiments that the City Code should be reviewed and revised to provide rules and regulations for similar instances. Commissioner Arnold Gaines requested clarification of where the applicant was informed of the funding breakdown. Mr. Freeman stated the County reached out to the City of Fort Pierce to confirm the portions of the breakdown. Commissioner Gaines expressed concern about the City Code and stated that Section 113-10 should be revised. Commissioner Michael Broderick echoed Commissioner Gaines' sentiment. Commissioner Curtis Johnson Jr expressed concern about setting a precedent for other applicants and developers who are in similar situations and seeking reimbursement from the City. Commissioner Chris Dzadovsky voiced that this situation will allow the City to formulate a process to show developers appreciation of their contributions to the improvements of the City of Fort Pierce. City Attorney Sara Hedges recommended for the Commission to not approve the resolution as it creates specific liability for the City of Fort Pierce since it does not follow the requirements established by the City Code. Commissioner Broderick suggested the topic be tabled for either 90 or 120 days to allow the City time to review the Code and make the necessary revisions. Commissioner Johnson shared that it would be beneficial for a presentation to break-down the details of the impact fee funding when this topic is brought back for discussion.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to table Resolution 26-R18 for 90 days to allow the City Attorney an opportunity to revise City Code Section 113-10.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Curtis Johnson, Jr.

NAY: Commissioner Arnold Gaines, Mayor Linda Hudson

Passed

C. Resolution 26-R19 considering an Application for an Impact Fee Offset Agreement in respect of Transportation Impact Fees for roadway capacity improvements by LDL of Fort Pierce, LLC in the amount of $56,719.67.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; A TRANSPORTATION IMPACT FEE CREDIT AGREEMENT BETWEEN THE CITY OF FORT PIERCE CITY COMMISSION AND LDL OF FORT PIERCE, LLC, IN CONSIDERATION OF THE CONSTRUCTION OF CERTAIN TRANSPORTATION AND ROAD IMPROVEMENTS ALONG THE ROADWAY RIGHTOF-WAY OF PETERS ROAD, IN FORT PIERCE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Kev Freeman, Planning Director, gave a brief presentation. LDL of Fort Pierce LLC conducted improvements based on St. Lucie County suggestions. The County approved the credit to LDL of Fort Pierce LLC and informed the applicant that the City of Fort Pierce should be reimbursing them a portion of the funding as well. Staff finds that the application does not meet the requirement set in City Code Section 113-10. Commissioner Arnold Gaines questioned where the collected money is going; Mr. Freeman stated the money funds the City's Capacity Improvements. City Manager Richard Chess stated the City's policies and procedures must be reviewed as this application should have been presented to the Commission when it was presented to Staff 10 months ago. Commissioner Curtis Johnson Jr. echoed Mr. Chess' concern that the impact fee should have been calculcated and discussed when the property was annexed into the City of Fort Pierce.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to table Resolution 26-R19 for 90 days to allow the City Attorney an opportunity to revise City Code Section 113-10.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Curtis Johnson, Jr.

NAY: Commissioner Arnold Gaines, Mayor Linda Hudson

Passed

D. Resolution 26-R20 approving the FY 2025 Final Budget Amendment for Grant Funds.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE FINAL BUDGET AMENDMENT FOR CITY OF FORT PIERCE GRANT FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

Johnna Morris, Finance Director, gave a brief presentation covering the amendments to the City's CDBG and SHIP grants funding.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 26-R20.

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

Passed

E. Resolution 26-R21 approving MOU between FDLE and FPPD for investigations regarding Officer Involved Shootings and in-custody deaths.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT RELATION TO ASSUME INVESTIGATIONS OF OFFICER INVOLVED SHOOTINGS AND IN-CUSTODY DEATHS; PROVIDING AUTHORIZATION TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.

David Smith, Police Chief, stated this was a standing Memorandum of Understanding. It was only revised to add new signatures as it was last signed in 2017.

Motion was made by Commissioner Chris Dzadovsky, seconded by Commissioner Arnold Gaines to approve Resolution 26-R21.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

Devin Wheaton
Jamerick Monroe

15. COMMENTS FROM THE CITY MANAGER

A. January 2026 - PO Report

B. City Manager Report

City Manager Richard Chess stated the Great American Cleanup and the Zora Hurston Festival were nice events and thanked the community for participating.

City Clerk Linda Cox reminded everyone of the City Commission Special meeting on March 19, 2026 at 9:00 am and of the Special FPRA meeting on March 19, 2026 at 8:30am.

16. COMMENTS FROM THE COMMISSION

No comments were made by Commissioner Michael Broderick and Commissioner Curtis Johnson Jr. Commissioner Arnold Gaines expressed frustration of the lack of procedure in place—commenting on Mr. Wheaton's statement of meeting with the City 3 years ago regarding his property. Commissioner Gaines stated that procedure needs to be set in place to avoid the City having a lack of knowledge on these situations. Commissioner Gaines stated the residents of Fort Pierce have to take pride in the City to minimize the trash on the streets. Commissioner Gaines wished everyone a Happy Saint Patrick's Day. Commissioner Chris Dzadosvky echoed

Commissioner Gaines' sentiment and stated that with the challenges the City of Fort Pierce face, new procedures must be set in place. Mayor Linda Hudson touched on the accusation that the City of Fort Pierce favors new developers coming to the City and stated she wants all people to be treated equally and fairly. Mayor Hudson stated the new mural at the Highwaymen Museum is outstanding and the plaza with the benches are great new additions to Avenue D.

17. ADJOURNMENT

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

Mayor Hudson adjourned this meeting at 9:47pm.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **5. B.**

Meeting Date: 04/06/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the March 19, 2026 Special Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

3.19.2026 minutes

MINUTES OF A SPECIAL MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9:00 A.M. ON THURSDAY, MARCH 19, 2026.

1. **Call to Order**

Mayor Hudson called this meeting to order at 9:00am.

2. **Pledge of Allegiance**

3. **Roll Call**

Present: Commissioner Michael Broderick; Commissioner Chris Dzadovsky; 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. COMMENTS FROM THE PUBLIC

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

No comments.

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

A. Impasse Hearing - City of Fort Pierce and Teamsters Local Union #769 (General Employee Unit)

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

Sara Hedges, City Attorney, reviewed the impasse hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

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

Ex parte communications:
Commissioner Broderick – No
Commissioner Dzadovsky – Yes, created a wage comparison document that was provided to City Attorney Sara Hedges.
Commissioner Gaines – No
Commissioner Johnson – No
Mayor Hudson – No

City Clerk, Linda Cox, swore in those wanting to speak during the impasse hearing.

Steve Myers, Teamsters #769 Union representative, stated the case is regarding whether the raise will be meaningful for the employees at the bottom of the pay range. The dispute between Teamsters and the City of Fort Pierce is $0.40 per hour–the Union is proposing a minimum of $1.60 per hour and the City proposes $1.20 per hour. Mr. Myers presented variables to showcase how the 5% increase is not equal for all employees. Mr. Myer stated their proposal supports recruitment and retention, promotes fairness and equity within the bargaining unit, and is reasonable and sustainable. Commissioner Michael Broderick inquired how many of the employees represented by Teamsters would be affected by the $0.40 base level increase. Mr. Myers responded that half of the represented employees, which is around 70 employees. Commissioner Chris Dzadovsky provided background information in regard to his involvement with unions and past bargaining discussions with Teamsters' representative Steve Myers. Commissioner Dzadovsky reviewed a salary comparison he created to demonstrate the effect the proposed increase would have on salaries. Commissioner Dzadosky inquired if Teamsters got a salary study for the City of Fort Pierce and if there was any comparison of local municipalities around the area. Mr. Myers stated they had not received one for this fiscal year, but they reviewed a small salary study from the previous fiscal year supplied from the City of Fort Pierce. Commissioner Curtis Johnson Jr. questioned whether the calculations done by Teamsters for the total cost to fund the proposed $1.60 increase matched the calculations shared by Commissioner Broderick, which amounted to $58,000; Mr. Myers confirmed they had reached the same calculations.

JK Keller, attorney representing the City of Fort Pierce, stated that the City is in agreement with Teamsters about the increase being for fairness, but the City is unable to grant the $1.60 increase as it is not in the City's budget. Mr. Keller informed the Commission that we are already half-way through this fiscal year and the contract with Teamsters is up for re-negotiations in May 2026. Mr. Keller stated that whatever is decided in this meeting will set the floor for negotiations once the contract is ready for new terms. Mr. Keller stated that the City had met with the Teamsters two weeks prior to this meeting offering either a 5% or a $1.20 increase, whichever would be greater; however, this increase would put the City $34,000 over budget. Commissioner Broderick questioned how many employees fall under the $1.20 threshold. Jared Sorensen, Human Resources Manager, shared that based on the two proposals: 124 employees would be brought up to meet the $1.60 minimum and 79 employees would be brought up to meet the $1.20 minimum. Johnna Morris, Finance Director, gave a brief presentation showcasing the impact the $1.20 or $1.60 increases would have on the City's budget. Mr. Keller asked Ms. Morris where the $151,229 overage would come from to fund the Union's proposed increase of $1.60. Ms. Morris stated it would have to come from the City's fund balance reserves. Ms. Morris stated, however, this reserve is set for unexpected fees such as the parking garage repairs and payment of the FEC bill. Mr. Keller stated the Commission will have to decide if the increase is going to be implemented retroactively, immediately, or prospectively. Commissioner Broderick questioned if the increase will be in effect until the contract with Teamsters is up for re-negotiation, Mr. Keller confirmed. Commissioner Dzadovsky questioned why benefits are being included in the discussion. Mr. Keller and Ms. Morris clarified that the benefits that are being included in the budget estimations are the benefits directly tied to wages such as social security, retirement, and worker compensation.

Mayor Hudson indicated now was the time for the Teamsters Rebuttal.

Mr. Myers acknowledged the hard work the City of Fort Pierce faces balancing the interest of the taxpayers of the City and caring for City employees. However, Teamsters believes it is an easy choice to do the right thing for the lowest paid employees. Mr. Myers stated the increase presented by the union is reasonable and not meant to gouge the City's budget, but to ensure the lowest paid employees can afford to live in the City of Fort Pierce.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing and indicated now was the time for final comments.

Mr. Myers had no final comments. Mr. Keller had no final comments.

Commissioner Curtis Johnson Jr. wants to find a solution to ensure employees are paid at a comparable level of compensation while maintaining funds for emergency situations. Commissioner Arnold Gaines stated the employees deserve to get paid without crippling the City's budget. Commissioner Michael Broderick expressed concern that the negotiations put the City $34,000 over budget and stated the City can only provide an increase that is within the City's budget without pulling from emergency reserves. Mayor Linda Hudson expressed concern about Tallahassee's decision on whether local government funds are going to be minimized. However, Mayor Hudson wants to do the best that the City can do for its employees. Mayor Hudson stated the negotiations leave too much of a question mark of what is allowed in the City's budget and what the taxpayers are willing to pay. City Attorney Sara

Hedges provided clarification of the Commissions' three questions: the straight salary, the date the increase would be implemented, and what will be done with the pay ranges. Ms. Hedges stated the Commission has the control to make any decision regarding the proposals presented. Commissioner Broderick requested clarification of where the $34,000 would come from based on Johnna Morris', Finance Director, presentation. Ms. Morris provided the funding would come from the fund reserve balance and possibility from vacant positions existing in the City's budget. City Manager Richard Chess stated the negotiations were done in good faith and that the raise is set at a 5% increase. However, the negotiation team added an offer of the $34,000 overage as a counter-negotiation to try and reach an agreement with Teamsters.

Motion was made by Commissioner Chris Dzadovsky, to approve the 5% or $1.45, whichever is greater, pay increase. Motion died with no Second.

Motion was made by Commissioner Michael Broderick, to approve a 5% or $1.20, whichever is greater, pay increase with payment retroactive to October 1, 2025. Motion died with no Second.

Motion was made by Commissioner Chris Dzadovsky, seconded by Commissioner Michael Broderick to approve a 5% or $1.20, whichever is greater, pay increase with payment retroactive to October 1, 2025.

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

NAY: Commissioner Arnold Gaines

Passed

Motion was made by Commissioner Chris Dzadovsky, seconded by Commissioner Curtis Johnson, Jr. to increase the pay ranges by 5%.

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

NAY: Commissioner Arnold Gaines

Passed

6. **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 this meeting at 10:55am.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **6. A.**

Meeting Date: 04/06/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Fort Pierce Police Department, National Crime Victims' Rights Week

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

National Crime Victims' Rights Week Proclamation

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, National Crime Victims' Rights Week is observed across the United States to honor victims and survivors of crime, raise awareness of victims' rights and services, and recognize the professionals, advocates, and volunteers who work to ensure victims are treated with dignity, compassion, and respect; and

WHEREAS, the 2026 National Crime Victims' Rights Week theme, "Listen. Act. Advocate. Protect victims, serve communities," calls upon communities and criminal justice professionals to listen to survivors, take meaningful action to support their recovery, and advocate for justice and safety for all victims of crime; and

WHEREAS, victims of crime often face emotional, physical, and financial hardships, and it is essential that communities work collectively to ensure victims are supported, empowered, and provided with resources necessary to heal and rebuild their lives; and

WHEREAS, the rights of crime victims in the State of Florida are protected under the Florida Constitution, commonly known as Marsy's Law, and under Florida Statutes §960.001, guaranteeing victims the right to due process, fairness, dignity, respect, and the right to be informed, present, and heard throughout the criminal justice process; and

WHEREAS, the Fort Pierce Police Department Victim Assistance Unit (VAU) serves as a vital resource for victims and their families by providing crisis intervention, advocacy, emotional support, and referrals to essential services, while working closely with community partners to help victims navigate the criminal justice system and access services such as counseling, victim compensation, safety planning, and community-based assistance; and

WHEREAS, the City Commission of the City of Fort Pierce recognizes and commends the Fort Pierce Police Department Victim Assistance Unit for its unwavering commitment to supporting victims of crime, strengthening community partnerships, and ensuring that victims' voices are heard and their rights protected.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim April 19-25, 2026 as:

National Crime Victims' Rights Week

in the City of Fort Pierce and honors the Fort Pierce Police Department Victim Assistance Unit for their steadfast dedication to serving victims of crime and strengthening the safety, dignity, and well-being of our community. **AND BE IT FURTHER PROCLAIMED** that the City of Fort Pierce reaffirms its commitment to fostering a victim-centered response within the criminal justice system and encourages all citizens, community members, and organizations to support victims of crime, advocate for their rights, and work together to build a safer and more compassionate 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 6th day of April 2026.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 PM **7. A.**

Meeting Date: 04/06/2026

Re: Tioka Santiago - Building Permit Specialist

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Email recognition from Tim Makarius, Trademark Retail Construction LLC of Building Department's Permit Specialist Tioka Santiago for her professionalism and promptness on his construction project.

Attachments

Tioka Santiago

Outlook

Fw: Tioka Santiago

From Coleen Hanson <chanson@cityoffortpierce.com>
Date Wed 3/18/2026 4:52 PM
To Carla Clarke <cclarke@cityoffortpierce.com>
Cc Paul Thomas <pthomas@cityoffortpierce.com>

Good afternoon Carla,

Please see the below for recognition at the next commission meeting.

Thank you,

Coleen Hanson

Please be advised that effective 2/1/2026, Click2Gov will no longer function. For all permits applied for prior to July 15, 2024 (the permit # will start with a year), please contact the Building Department to inquire about permit, schedule inspections, or pay associated fees. We apologize for any inconvenience this may cause you.

Coleen Hanson | Executive Assistant, Building Department
Mailing Address: 100 N US Hwy. 1 Street Address: 300 Orange Ave., Sunrise Ctr. 3rd Floor
Ft. Pierce FL 34950 Phone: 772.467.3188 chanson@cityoffortpierce.com
Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

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

Tell us how we are doing! Customer Service is a Priority for the City of Fort Pierce. Please take a moment to complete our customer service survey by following this link: http://www.cityoffortpierce.com/FormCenter/Building-6/Building-Department-Customer-Service-Fee-73

From: tim trademarkretailconstruction.com <tim@trademarkretailconstruction.com>
Sent: Wednesday, March 18, 2026 12:02 PM
To: Paul Thomas <pthomas@cityoffortpierce.com>

Cc: Thomas Makarius <tom@trademarkretailconstruction.com>; Tioka Santiago <tsantiago@cityoffortpierce.com>; willy bender <4iamabender@gmail.com>
Subject: Tioka Santiago

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Hello Mr. Thomas
I wanted to drop a note to you regarding Ms Santiago. We have had the pleasure of dealing with her on a very difficult job we just completed in Ft. Pierce.
Her professionalism and prompt responses are unmatched in all the experiences we have had with building departments we have had contact with throughout the country.
It is rare when you find anyone so helpful working at any building dpt. anywhere
She made a very difficult job as easy as it could be
She must be quite a credit to your staff there.

Thanks
Tim Makarius

Tim Makarius
Trademark Retail Construction LLC
516-697-0553
5 Serene Way
Newtown, CT 06470
http://trademarkretailconstruction.com

City Commission Regular Meeting - 5:05 PM **7. B.**

Meeting Date: 04/06/2026

Re: City Marina Staff

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Email recognition from Walter Wilkinson, for the City Marina staff for their actions and professionalism.

Attachments

Kudos to City Marina Staff

Outlook

City Marina,Great People

From Walter Wilkinson <walterpawleys@gmail.com>
Date Tue 3/24/2026 11:53 AM
To Jennifer Robinson <jrobinson@cityoffortpierce.com>

City of Fort Pierce

Warning:
This could be a phishing attempt.

This is UNSAFE: Report This is SPAM: Block This is SAFE
powered by Graphus®

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

My name is Walter Wilkinson. We had a medical emergency last Friday on a 75 foot Hatteras.The city marina went out of their way to accommodate us.The manager and staff should be commended on their professionalism.Their actions helped save a life.The way our situation was handled also reflects on your city in a very positive way.Thank You and be proud of your marina and staff.

Sincerely,

Walter Wilkinson

City Commission Regular Meeting - 5:05 PM **7. C.**

Meeting Date: 04/06/2026

Re: Jamison Conley, Public Works

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Email recognition from resident Linda Nunn, for Jamison Conley of Public Works on his professionalism.

Attachments

Kudos to Jaimson Conley

Outlook

Kudos to Solid Waste Employee

From lnunn2561@gmail.com <lnunn2561@gmail.com>
Date Mon 3/23/2026 5:28 AM
To City Manager <citymanager_dl@cityoffortpierce.com>

Some people who received this message don't often get email from lnunn2561@gmail.com. Learn why this is important

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

I just wanted to take a minute to say how pleased I was when a claw truck showed up on a Sunday for the overwhelming pile we have accumulated of yard waste since the freeze. The driver, a gentleman named "J" (Jameson) cleaned it all up. From what he told me he would not typically be working at all on a Sunday but wanted to try and help relieve the back-up being experienced due to trucks down and lack of drivers. He was polite, great at running the truck, and very professional. I hope you can find more dedicated employees like J to get the system back up and running to the great service we used to have here in the city.

Thanks,

Linda Nunn
1807 S. Indian River Dr.

City Commission Regular Meeting - 5:05 PM **10. A.**

Meeting Date: 04/06/2026

Re: Crabby's Update

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Update on Crabby’s Lease

SUMMARY:

At the March 16, 2026 City Commission meeting, the Commission directed staff to notify the current tenant of the City’s intention to provide an opportunity for a potential assignment of the existing lease before pursuing termination. Following that direction, the City Attorney contacted the tenant’s legal counsel to discuss the possibility of an assignment consistent with the lease provisions.

Since that outreach, the tenant has provided initial feedback indicating an interest in exploring the assignment option. Staff is currently awaiting formal written confirmation of the tenant’s intentions and an anticipated timeframe. This item provides an update on the status of those communications.

If the tenant declines or is unable to pursue an assignment, staff will request that the Commission consider approval of a Resolution terminating the lease and authorizing litigation. That Resolution would be presented as an independent item requiring formal Commission action.

RECOMMENDATION:

Staff requests direction from the City Commission on how to proceed after receiving an update from the City Attorney regarding the tenant’s position on a potential assignment.

ALTERNATIVES:

The Commission may provide any additional direction it deems appropriate regarding the future of the lease, tenant communications, timelines, or next steps.

RESPONSIBLE STAFF:

Richard D. Chess, City Manager
Sara Hedges, City Attorney
Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

N/A

Fiscal Impact

OTHER INFORMATION:

The City currently has an outstanding receivable of $209,394.10 for past due rent and property taxes owed by the tenant for the period of October 2025 through February 2026. Future fiscal impacts may occur depending on the tenant’s decision regarding assignment or any subsequent Commission action related to lease termination or litigation.

Attachments

Crabby's Lease

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

December 5, 2018

Mr. Gary Hardie
Beachside Hospitality Group
11201 Corporate Circle North, Suite 120
St. Petersburg, FL 33716

Re: Crabby's Dockside Fort Pierce
Lease between Winking Starfish and City of Fort Pierce

Dear Gary:

On December 3, 2018, the Fort Pierce City Commission approved the Lease between Winking Starfish and the City of Fort Pierce for the construction and operation of Crabby's Dockside. The lease will become effective forty-five calendar days from the date notice is provided and accepted that all permits have been received; the term of the lease, twenty years plus two, five-year renewals, will commence upon substantial completion which is estimated to occur on or around March, 2020. I have enclosed an original for your files.

In the meantime, pursuant to section 18.21 of the lease, I have enclosed a "Memorandum of Lease Agreement" for signature which we intend to record with the Clerk of the Court. Please have the agreement executed and return it and I will then have it recorded and provide you a final copy.

If you have any additional questions, please feel free to give me a call. It has been a great pleasure working with you on this agreement.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Nicholas Mimms, City Manager
Johnna Morris, Finance Director
Mike Reals, Public Works Director
Dean Kubitschek, Marina Manager

LEASE AGREEMENT
TO LEASE AND IMPROVE THE WATERFRONT RESTAURANT AND BAR
AT THE FORT PIERCE CITY MARINA

THIS LEASE AGREEMENT is entered into this 3rd day of December, 2018, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, (hereafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **WINKING STARFISH, LLC**, a Florida Limited Liability Company, (hereafter "TENANT"), whose business address is 11201 Corporate Circle N, Suite 100, St. Petersburg, FL 33716.

ARTICLE I
PREMISES

1.1 Premises. Subject to the terms and provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the real property described on the attached Exhibit A (the "Demised Premises") and located at 2 Avenue A, Fort Pierce, Florida, 34950, including, without limitation, the existing restaurant building currently located on the Land (the "Existing Building"), and all other buildings, structures, and other improvements located on the Land (with the Existing Building, collectively, the "Improvements"), and further described as Parcel ID: 2410-503-0041-040-0 containing a gross land area of 9,804 square feet. The Land and the Improvements are, collectively, the "Demised Premises".

1.2 Effective Date. The "Effective Date" will be forty-five (45) calendar days from the date notice is provided by the Tenant, and accepted by the Landlord, that the final approval of all required permits to commence the development of the project have been received. Tenant accepts the Premises in their "AS IS, WHERE IS" condition as of the Effective Date.

ARTICLE II
TERM

2.1 Lease Term. Tenant shall have leasehold rights to demolish the Existing Building on the Premises and build the Building (as defined in Section 3.1 below), pursuant to this Lease, as of the Effective Date. The term of this Lease (the "Term") shall be for a period of 20 years, commencing on the Substantial Completion Date (as defined in Section 3.4 below), unless sooner terminated pursuant to the terms of this Lease. Tenant shall have an option to renew this Lease for two (2) additional five (5) year terms. Tenant shall furnish Landlord with a minimum of one (1) year written notice of its intention to exercise this option prior to the expiration of the twenty (20) year lease term.

ARTICLE III
CONSTRUCTION OF NEW RESTAURANT BUILDING

3.1 Construction of New Restaurant Building. Tenant shall, at its expense, demolish the Existing Building and design and construct on the Land a new restaurant building (the "Building"), estimated at $2,600,000.00, subject to the terms and conditions of this Article III (the "Tenant Work"). It is mutually understood that Tenant Work does not include Tenant's equipment, fixtures, or other personal property placed on the Premises. Tenant anticipates that Substantial Completion (as defined below) of the Tenant Work will occur on or about March, 2020. Tenant shall use all commercially diligent efforts, as quickly as reasonably practicable, to obtain all permits and approvals necessary to construct the Tenant Work and to achieve Substantial Completion of the Tenant Work.

In addition to the construction of the proposed restaurant Building, the Landlord and Tenant reserve the right to negotiate the terms for the construction of the Marina Fuel Building concurrently with the restaurant construction. Any such agreement may be finalized through an addendum to this agreement. It has been determined that the buildings must be constructed concurrently because of inaccessibility to the area dedicated to the Marina Fuel Building once the proposed restaurant is completed. If agreement cannot be reached, the parties will proceed under the existing lease terms.

3.2 Plans and Approvals. Tenant shall provide plans and specifications for the Tenant Work to Landlord for Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Such plans and specifications shall include, without limitation, any site plans, floor plans, and elevations (including, without limitation, exterior shades, awnings, window coverings, lights, and canopies) prepared for the Tenant Work. The plans and specifications approved by Landlord and Tenant, and any construction or permit drawings prepared by Tenant's architect based on such approved plans and specifications, are, collectively, the "Final Plans."

3.3 Requirements. All Tenant Work shall be completed in compliance with applicable Legal Requirements (as defined in Section 6.4 below), and in a good and workmanlike manner, by licensed contractors with appropriate building permits.

Tenant agrees to require that the general contractor performing the Tenant Work shall maintain:

(a) Builder's Risk insurance on the Building on an all-risk basis and in an amount equal to the contract amount of the Tenant Work, naming the landlord as a loss payee and additional insured.

(b) Commercial General Liability insurance with minimum limits of at least $1,000,000 per occurrence and $2,000,000, general aggregate and naming the Landlord and its officials, officers and employees as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations). Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Tenant Work.

(c) Automobile Liability insurance with minimum coverage limits of $1,000,000 each occurrence - bodily injury and property damage combined for liability arising out of the ownership, maintenance or use of the Contractor's owned, hired and non-owned automobiles.

(d) Contractor's Pollution insurance with minimum limits of at least $1,000,000 per occurrence and $2,000,000, general aggregate.

(e) Design Professional Liability insurance for liability arising out of rendering or failure to render professional architectural design and engineering services in the performance of the Tenant Work, with minimum coverage limits of $1,000,000 per occurrence or per claim. If coverage is on an occurrence basis the coverage must be maintained for at least three years after completion of the work. If coverage is on a claims-made basis, the contractor shall purchase, at its own expense, an extended reporting period ("tail" coverage) of at least three years.

(f) performance and payment bonds for the Tenant Work and completion of the Building, in the form and amounts required by Section 255.05, Florida Statutes.

3.4 Substantial Completion. The term "Substantial Completion" means substantial completion of the Tenant Work in accordance with the Final Plans, as evidenced by Tenant's receipt of all approvals necessary for Tenant to occupy and operate its restaurant in the Building, including, without limitation, a certificate of occupancy for the Building. The date on which Substantial Completion occurs is the "Substantial Completion Date."

3.5 Total Project Costs. The term "Total Project Costs" means the sum of all costs and expenses paid or incurred by Tenant for the design, engineering, permitting, construction, and installation of the Tenant Work.

3.6 Confirmation of Dates and Amounts. Within 30 days after the Substantial Completion Date, Landlord and Tenant shall execute a written instrument prepared by Tenant and memorializing (a) the Substantial Completion Date; (b) the Rent Commencement Date; (c) the Total Project Costs; (d) the Base Rent amounts payable by Tenant throughout the Term ; and (e) the total amount of air conditioned square footage of the Building (the "Building Square Footage").

ARTICLE IV
RENT

4.1 Base Rent. Commencing on the Substantial Completion Date, Tenant shall pay to Landlord annual base rent in the amounts set forth in Exhibit D (as more particularly defined in Exhibit B, the "Base Rent"). The Base Rent of $159,558.00 per year, shall be paid monthly, in 12 equal monthly installments, on or before the first day of such calendar month. The Base Rent and any other amounts owed by Tenant to Landlord under this Lease are, collectively, the "Rent". Tenant shall make all Rent payments to Landlord at the address listed in Section 18.7, or to such other address as Landlord may from time to time designate by written notice to Tenant. Tenant's Base Rent shall be appropriately prorated for any partial month during which the Rent Commencement Date or the expiration or termination date of this Lease occurs. On the first day of the second Rental Year and each subsequent Rental Year; the Base Rent shall increase by two percent (2%), which annual increases shall be on a cumulative, compounding basis.

4.2 Percentage Rent.

(a) Commencing on the Rent Commencement Date and for each subsequent Sales Period (as defined below) during the Term, Tenant shall pay to Landlord, in addition to Base Rent, "Percentage Rent" in an amount equal to (i) two percent (2%) of Food Sales (as defined below) for such Sales Period (as defined below) in excess of the Food Sales Breakpoint (as defined below), and (ii) seven percent (7%) of Alcohol Sales (as defined below) for such Sales Period in excess of the Alcohol Sales Breakpoint (as defined below) and (iii) five percent (5%) of Ice Cream Sales (as defined below) for such Sales Period (as defined below) in excess of the Ice Cream Sales Breakpoint (as defined below),.

(b) For each Sales Period during the Term, the "Food Sales Breakpoint" means $2,500,000.00; the term "Alcohol Sales Breakpoint" means $600,000.00; and the term "Ice Cream Sales Breakpoint" means $100,000.00.

(c) The term "Gross Sales" means all revenue generated from food and beverages sold in or from the Premises and Outdoor Seating Area by Tenant; provided, however, the following shall be excluded from Gross Sales: (i) refunds to customers on transactions otherwise included in Gross Sales; (ii) sales from vending

machines used primarily for employee purposes; (iii) all sums representing sales taxes collected from customers and paid over to the applicable taxing authority; (iv) the transfer of food or beverages from the Premises to another store or a place of business owned or operated by Tenant or one of its affiliates; (v) donations of food or beverages to non-profit charitable and religious institutions; (vi) returns to shippers or manufacturers. The term "Food Sales" means Gross Sales attributable to the sale of food; the term "Alcohol Sales" means Gross Sales attributable to the sale of beer, wine, and liquor; and the term "Ice Cream Sales" means Gross Sales attributable to the sale of ice cream products. "Sales Period" means each successive four (4) week period during the Term, commencing on the Rent Commencement Date.

(d) Percentage Rent shall be paid by Tenant within 30 days after the end of each Sales Period. Each payment of Percentage Rent shall be accompanied by a statement setting forth Gross Sales made during such Sales Period and signed and certified as correct by an officer of Tenant. Upon written request from Landlord given with 15 days after receipt of Tenant's annual Gross Sales statement for a Sales Period, Tenant shall provide Landlord with reasonable back-up documentation regarding Tenant's calculation of Gross Sales for such Sales Period.

4.3 Tax on Rents. Tenant shall be responsible for and shall pay to Landlord all federal, state, or local sales and use taxes (or taxes or assessments in lieu thereof) payable with respect to the Rent and all other sums payable under this Lease by Tenant.

4.4 Late Charge. Tenant shall pay a late charge of five percent (5%) of the total amount overdue if any installment of Rent or any other amount due from Tenant to Landlord is received by Landlord more than five business days after the applicable due date. This charge is for extra expenses incurred by Landlord and shall not be considered interest or penalty.

ARTICLE V
ALTERATIONS AND TENANT EQUIPMENT

5.1 Alterations. Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of Landlord upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to the

original condition at Tenant's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant.

5.2 Ownership of Improvements. During the Term, Tenant shall be considered for income tax purposes to be the owner of the Building and any other Alterations and Improvements made by or on behalf of Tenant following the Effective Date, and Tenant alone shall be entitled to take tax deductions on its federal and state income tax returns for the depreciation and other expenses related to such improvements. Upon expiration or earlier termination of this Lease, the ownership of such improvements made by or on behalf of Tenant shall belong to Landlord, except as expressly provided otherwise in this Lease.

5.3 Tenant Equipment. Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in Landlord upon the termination of this Lease or any renewal or extension thereof, and Tenant acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

5.4 Liens. Neither Landlord nor Tenant shall cause or permit to be recorded, filed, claimed, or asserted against the Premises any mechanic's lien for supplies, machinery, tools, equipment, labor, or material contracted for by, through, or under such party and furnished or used in connection with any construction, development, alteration, improvement, addition to, repair to, or maintenance of any Improvements, and if Landlord or Tenant causes or permits any such lien to be so recorded, filed, claimed, or asserted, the responsible party shall cause the same to be released or discharged within 30 days thereafter. If either party breaches the foregoing covenant, the other party may cause any such claimed lien to be released of record by bonding or payment or any other means available. The defaulting party shall pay to the non-defaulting party on demand all sums paid and costs, including reasonable attorneys' fees, incurred by the non-defaulting party in connection therewith.

NOTHING IN THIS LEASE SHALL BE DEEMED TO BE, OR CONSTRUED AS CONSTITUTING, THE CONSENT OR REQUEST OF LANDLORD, EXPRESSED OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY PERSON, FIRM, OR CORPORATION FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS FOR ANY CONSTRUCTION, REBUILDING, ALTERATION, OR REPAIR OF OR TO THE PREMISES OR ANY PART THEREOF, NOR AS GIVING TENANT ANY RIGHT, POWER, OR AUTHORITY

TO CONTRACT FOR OR PERMIT THE RENDERING OF ANY SERVICES OR THE FURNISHING OF ANY MATERIALS THAT MIGHT IN ANY WAY GIVE RISE TO THE RIGHT TO FILE ANY LIEN AGAINST THE BUILDING OR LANDLORD'S INTEREST IN THE PREMISES. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK AT THE PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES, OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES, THE BUILDING, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE PREMISES ANY NOTICES WHICH LANDLORD SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LANDLORD AND THE PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE 713.10.

ARTICLE VI
USE & OPERATIONS; COMPLIANCE WITH LAWS

6.1 Use. Tenant shall use the Premises for the operation of a full service restaurant and bar, including liquor, beer, and wine sales for on-premises consumption, initially under the trade name "Crabby's Dockside Fort Pierce", including the incidental sale of Tenant's branded clothing and merchandise, or for such other restaurant use that complies with all Legal Requirements (the "Permitted Use"), and for no other use without Landlord's prior written consent.

6.2 Hours of Operation. At all times during this Lease, the minimum hours of operation from shall be from 11:00 a.m. to 10:00 p.m., seven (7) days per week unless agreed otherwise in writing by Landlord, with the exception of Easter, Thanksgiving and Christmas. Tenant further acknowledges the need for the continuous and regular operation of its restaurant facility, including the duty to exercise best management practices, and the operation of said business as provided for herein shall be a separate covenant under this Lease. Tenant shall have the right to extend business hours at its election. The Tenant agrees that any live music shall end at 11:00 p.m. unless advance permission from the Landlord or designee is obtained. In any event, all music and other activities must comply with the City's noise ordinance.

6.3 Continuous Operations. During the Term, and except during Excused Periods, Tenant shall continuously operate and conduct business at the Premises for the Permitted Use. The term "Excused Periods" means periods of time during which Tenant's failure or refusal to conduct the operations of its business (a) results from alterations, renovations, or repairs being performed in and to the Premises for a continuous period not in excess of an aggregate of fifteen 15 days (or such longer period that is approved by Landlord in writing and in advance) in any consecutive 12 month period; (b) is caused by Force Majeure, damage or destruction, or eminent domain proceedings or actions; (c) is caused by any act or omission of Landlord; or (d) is during the following holidays: Easter Sunday, Thanksgiving Day, or Christmas Day.

6.4 Tenant's Conduct. Tenant shall operate its business in an efficient, high class, and reputable manner. Tenant shall keep the Premises neat, clean, sanitary, and reasonably free from dirt, rubbish, insects, and pests at all times. Tenant shall not (a) use or maintain the Premises in such a manner as to constitute an actionable nuisance to Landlord or any third party, or (b) commit or permit waste of the Premises.

6.5 Common Area. The term Common Area: shall mean that part of the entire adjacent marina property owned and operated by the Landlord located at One Avenue "A", Fort Pierce, Florida 34950 as designated by Landlord from time to time for the common use of all occupants of the Fort Pierce City Marina, including, among other facilities, parking area, walkways, landscaping, and loading areas, all of which shall be subject to Landlord's sole management and control. Tenant and its employees, customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to use the Common Area, to include the use of the landing/day dock area, as constituted from time to time, such use to be in common with Landlord, other tenants and occupants of the property, and all other persons permitted by Landlord to use the same and subject to such reasonable rules and regulations governing the use thereof as Landlord may from time to time prescribe, including the designation of specific areas within the property or in reasonable proximity thereto in which automobiles and vehicles owned or operated by Tenant, its employees, business invitees, and licensees shall travel or be parked. Landlord shall operate, maintain and repair the Common Area in such a manner as Landlord shall in its sole discretion determine.

6.6 Compliance with Laws. Tenant shall, at its expense, (a) obtain any and all occupational licenses (business tax receipt) beverage licenses, and other permits and approvals required for the operation of Tenant's business at the Premises, and (b) comply with all laws, codes, regulations, orders, and ordinances, including, without limitation, the City of Fort Pierce Code of Ordinances and the regulations and orders of the Florida Department of Business and Professional Regulation,

applicable to Tenant's use and occupancy of the Premises (collectively, "Legal Requirements").

ARTICLE VII
SIGNS

7.1 Signs. Tenant shall, at its expense, have the right to install signs related to Tenant's business in or on the Premises, or in areas coordinated with and approved by the Landlord or designee. Any signs installed by Tenant shall comply with all Legal Requirements. Tenant shall, at its expense, maintain its signs in good condition and repair. Upon the expiration or earlier termination of the Lease, Tenant shall remove any signs installed by Tenant in or on the Premises.

ARTICLE VIII
UTILITIES

8.1 Utilities. During the Term, Tenant shall contract in its own name, and pay directly to the applicable public utility, for all water, sewer, electricity, gas, telephone, communication, stormwater, solid waste collection, and other utility charges and fees related to the Premises. The Landlord recognizes the ongoing challenges of garbage removal in the marina waterfront area and will work closely with the Tenant in an effort to address the volume of garbage and recycling materials in a mutually agreeable manner.

ARTICLE IX
MAINTENANCE AND REPAIR

9.1 Maintenance and Repair. During the Term, Tenant shall, at its expense, maintain the entire Premises in good order, condition, and repair (including necessary replacements), subject to reasonable wear and tear. Without limiting the foregoing, Tenant shall keep all restroom facilities clean and sanitary, and no coin-operated toilets or other coin-operated devices will be allowed in the restroom facilities without prior written approval of Landlord.

9.2 On-Going Capital Improvements or Repairs.

(a) Tenant shall maintain the Premises in a first class operating condition according to acceptable industry standards and applicable codes. Landlord has the right to inspect the Premises at any time upon reasonable prior notice to Tenant, and Landlord will provide written notice to Tenant of any improvements or repairs that Landlord believes are necessary to comply with the aforementioned standards. If Tenant contests the necessity of an improvement or repair requested by Landlord, and at any other time at the request of either party (but not more frequently than once in any 12 month period), Landlord and Tenant shall meet in good faith to

discuss the need for any improvements or repairs necessary to comply with the aforementioned standards and to resolve any disputes relating thereto.

(b) If any improvement or repair described in Section 9.2(a) has not commenced within 30 days after Tenant's receipt of written notice from Landlord (or, if later, the date on which the need for such improvement or repair has been conclusively determined pursuant to this Section 9.2), Landlord has the right to self-perform the improvement or repair. If it becomes necessary for Landlord to self-perform any such improvement or repair, Landlord will prepare a cost estimate of the work to be performed, and Tenant will reimburse Landlord for the costs of such improvement or repair, as additional Rent, in the following applicable monthly period after the improvements and repairs are completed and an invoice is presented.

ARTICLE X
TAXES AND FEES

10.1 Payment of Taxes and other Fees. Tenant shall be responsible to pay the real property taxes applicable to the Demised Premises based upon the assessed value of the restaurant facility. Upon receipt of each yearly ad valorem tax bill for the Demised Premises, Landlord shall submit an invoice to Tenant for the ad valorem taxes specified herein, and Tenant shall remit payment within fifteen (15) days of such invoice in order for Landlord to obtain the maximum applicable discount for early payment.

10.2 Proration at Commencement and End of Term. If the Rent Commencement Date or end of the Term does not coincide with the commencement or end of a tax year, Taxes for the tax year in which this Lease commences and/or ends shall be prorated between Landlord and Tenant, based on the most recent assessment. Such proration shall be subsequently adjusted when the actual bills for Taxes become available. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

ARTICLE XI
INSURANCE

11.1 Maintenance of Policies. Tenant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Landlord, the types and amounts of insurance conforming to the minimum requirements set forth herein.

(a) All Risk Property insurance against all physical loss or damage to the Premises and Improvements (including windstorm and flood coverage), with replacement cost coverage and not subject to any coinsurance provisions. The Landlord shall be named as Loss Payee and Additional Insured. The maximum

deductible for other than windstorm, hail, earth movement of flood shall be $25,000 per occurrence. The maximum deductible for windstorm and hail shall be the greater of $100,000 or 5% of the estimated actual cash value of the insurable property at the time of the loss. The maximum deductible for earth movement or flood shall be $50,000 per occurrence.

b) Commercial General Liability insurance coverage shall be provided on a form no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), and acceptable to the Landlord.

Landlord and its officials, offers and employees shall be included as "Additional Insured' on a form no more restrictive than ISO form CG 20 11 (Additional Insured – Managers or Lessors of Premises).

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

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$2,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000
Damage to Leased Premises:	$300,000

(c) Commercial Automobile Liability insurance shall be provided on a form no more restrictive than that provided by the Standard Business Auto Policy (ISO Form CA 00 01, as filed for use in the State of Florida by the Insurance Service Office, without any restrictive endorsements and including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the tenants use or occupancy of the premises. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

(d) Workers' Compensation/Employer's Liability Insurance shall be provided on a form no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements other than those endorsements which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

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

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

(e) Liquor Liability Coverage shall be maintained during any Periods that Tenant sells or serves alcoholic beverages at the premises. Such insurance shall cover liability of Tenant arising out of the sale of alcoholic beverages on the Premises and in the course of their business and name the Landlord as an Additional Insured. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$1,000,000 General Aggregate

$1,000,000 Each Occurrence

11.2 Insurance Providers. The Insurance required by Section 11.1 above shall be written by insurance companies authorized to conduct insurance business in the state of Florida and shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

11.3 Premiums. Tenant shall (a) pay all premiums for the insurance required by Section II.1 above as and when due, (b) timely renew or replace each policy, and (c) deliver to Landlord certificates evidencing such coverage.

11.4 Waiver of Subrogation. Each party releases the other party, and waives its entire right of recovery against the other party, for all direct, consequential, or other loss or damage arising out of or related to any damage to the releasing and waiving party's property that is covered by property insurance carried by the releasing and waiving party, whether or not such loss or damage was caused by the negligence of the other party or its agents, employees, contractors and/or invitees.

11.5 Periodic Modifications. Upon the written request of either Party, their representatives shall meet to discuss possible modifications to any of the foregoing insurance requirements if material changes in the availability and cost of the required insurance coverage warrant such action. Any changes made to the insurance required by this Agreement will be made only with the written approval of Landlord

and Tenant, which approval shall not be unreasonably withheld, conditioned or delayed. Not more than once every three (3) Contract Years, Landlord may require an increase in the amount of the required coverage maintained by Tenant.

11.6 Evidence of Compliance. As evidence of compliance with the insurance required herein, Tenant shall furnish Landlord with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Landlord and Landlord' s members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies); or

(c) other evidence satisfactory to Landlord.

11.7 General Conditions.

(a) All policies should be endorsed to provide thirty (30) days written notice of cancellation to Landlord for all coverages. Until such insurance is no longer required by this Contract, Tenant shall provide Landlord with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(b) If requested to do so by Landlord, Tenant shall, within thirty (30) days after receipt of a written request from Tenant, provide Landlord with a certified, complete copy of the policies of insurance providing the coverage required.

(c) The insurance provided by Tenant shall apply on a primary basis to, and shall not require any contribution from, any insurance, or self-insurance, maintained by the Landlord or its officials, officers and employees.

(d) Except as provided herein or where prior written approval has been obtained from Landlord hereunder, no deductible or self-insured retention for any required insurance provided by Landlord pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, Tenant shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of Landlord, or its officials, officers and employees.

(e) Compliance with these insurance requirements shall not limit the liability of Tenant. Any remedy provided to the Landlord by the insurance provided by the Tenant shall be in addition to and not in lieu of any other remedy (including, but not

limited to, as an indemnitee of Tenant) available to the Landlord under this Agreement or otherwise.

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

(g) Certificates of Insurance must be completed as follows:

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

Additional Insured for General Liability and Liquor Liability
City of Fort Pierce and its officials, officers and employees

ARTICLE XII
INDEMNIFICATION

12.1 Indemnification. Except to the extent caused by the negligence, recklessness, or willful misconduct of Landlord, Tenant shall indemnify, hold harmless, and defend Landlord from and against any and all suits, claims, actions, damages, liability, and expense (including reasonable attorneys' fees) (collectively, "Claims") in connection with loss of life, personal injury, or damage to property arising from or out of (a) Tenant's use or occupancy of the Premises, (b) any injury or damage to any person or property occurring in or at the Premises, or (c) any negligence, recklessness, or willful misconduct of Tenant or any of its agents or employees. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability Landlord is entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

ARTICLE XIII
DAMAGE OR DESTRUCTION

13.1 Casualty Damage.

(a) Subject to Section 13.1(b) and 13.2 below, if the Improvements should be damaged or destroyed by fire, windstorm, or other casualty (a "Casualty"), Tenant shall proceed with reasonable diligence to rebuild or repair the Improvements on the Premises to substantially the condition in which they existed prior to such Casualty. If the Improvements are to be rebuilt or repaired in whole or in part following such damage, the rent payable hereunder shall be adjusted equitably in proportion to the

area damaged. Tenant's obligation to rebuild and repair under this Article XIII shall in any event be limited to restoring the Premises to substantially the same condition as existed immediately prior to the Casualty.

(b) Tenant shall have the right, at its option, to terminate this Lease in the event of a Casualty that (i) is reasonably anticipated to prevent Tenant from conducting its business in the Premises for 180 days or more, or (ii) occurs during the last 24 months of the Term. Tenant shall give Landlord written notice of its intent to terminate this Lease within 60 days after the date of the Casualty. If the Lease is terminated by Tenant pursuant to this paragraph, the Rent shall be abated for the unexpired portion of this Lease effective from the date of the Casualty, and Tenant shall not be obligated to rebuild or restore the Improvements.

13.2 Insurance Proceeds. All insurance proceeds attributable to the Improvements and paid as a result of any Casualty shall be paid to Tenant for the purpose of rebuilding or repairing the Improvements, unless Tenant terminates this Lease pursuant to this Article XIII, in which event (a) all insurance proceeds paid as a result of any Casualty damage to the Improvements owned by Landlord shall be paid to and be the property of Landlord, and (b) all insurance proceeds paid as a result of any Casualty damage to the Tenant Equipment or any Improvements owned by Tenant shall be paid to and be the property of Tenant. Landlord and Tenant shall jointly adjust, collect and compromise all claims under any casualty insurance policy required by this Lease and execute and deliver all necessary proofs of loss, receipts, vouchers, and releases required by any insurers.

ARTICLE XIV
CONDEMNATION

14.1 Notice. If either Landlord or Tenant learns that any portion of the Premises has been or is proposed to be subjected to a Taking (as defined below), such party shall promptly notify the other party of such Taking. A "Taking" means the taking of all or any portion of the Premises or any and all access thereto as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use, or the sale or conveyance of all or any part of the Premises or any and all access thereto in lieu of or under the threat of eminent domain or condemnation.

14.2 Termination Option on Substantial Taking. If a Taking occurs during the Term that, in the reasonable judgment of Tenant, interferes with the use of the Premises for Tenant's intended use (a "Substantial Taking"), Tenant may, at its option and upon written notice to Landlord, terminate this Lease as of the date title

of any of the Premises subject to such Taking is transferred to the condemning authority (the "Taking Date").

14.3 Continuation of Lease. If a Taking occurs during the Term that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, this Lease shall remain in full force and effect according to its terms, except that, effective as of the Taking Date, this Lease shall terminate automatically as to any portion of the Premises taken, and the Rent payable during the remaining Term shall be adjusted equitably in proportion to the area taken.

14.4 Reconstruction. If a Taking occurs that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, Tenant shall proceed diligently to repair and restore the Improvements on the Land not so taken to the condition that existed immediately prior to the Taking or, if the Premises are not capable of being so repaired and restored, as closely to such condition as is reasonably practicable, and the Rent payable during the remaining Term shall be adjusted equitably in proportion to the area taken.

14.5 Awards. If any Taking occurs, all awards, compensation, damages, or other consideration paid or payable in connection with the Taking (collectively, the "Award") shall be allocated between Landlord and Tenant as follows: (a) Landlord shall be entitled to receive any portion of the Award attributable to the taking of Landlord's fee interest in the Land, and (b) Tenant shall be entitled to receive any portion of the Award attributable to the taking of Tenant's leasehold interest and any Improvements (including, without limitation, the Building) owned or paid for by Tenant. Tenant shall also be entitled to make a claim for the value of the Tenant Equipment and any other personal property or inventory owned by Tenant, and any moving or business relocation expenses and other business damages of Tenant. In addition, and notwithstanding the foregoing, to the extent Tenant has any restoration or repair obligations pursuant to this Article XIV, any Taking compensation, damages, or consideration paid to Landlord shall be made available to Tenant and used by Tenant for the purpose of such repair or restoration.

ARTICLE XV
ASSIGNMENT AND SUBLETTING

15.1 Assignment and Subletting. Except as provided in Section 15.2 below, Tenant shall not assign Tenant's interest in this Lease, including by operation of law, or sublease the Premises or any portion thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment, subletting, or other transfer shall relieve

Tenant of any liability under this Lease. Tenant shall reimburse Landlord for its reasonable costs (not to exceed $500) in connection with reviewing any request by Tenant for Landlord's consent pursuant to this Section 15.1.

15.2 Permitted Transfers. Notwithstanding anything in this Lease to the contrary, Tenant may, without Landlord's consent, assign this Lease, sublet the Premises in whole or in part, or transfer any other interest of Tenant in this Lease or the Premises, to an entity (each, a "Permitted Transferee"): (a) controlled by, controlling, or under common control with Tenant; or (b) any successor to Tenant or Tenant's business by way of any merger or acquisition transaction; provided, however, in each case, the assignment, sublease, or transfer to such entity may not be undertaken primarily for the purposes of avoiding the restrictions on assignment or sublease contained in Section 15.1 above. Tenant shall not execute or deliver mortgage, deed of trust, collateral assignment of lease, security agreement, or other hypothecating instrument encumbering Tenant's interest under this Lease or leasehold estate in the Premises created by this Lease, in connection with any financing arrangement by Tenant.

ARTICLE XVI
END OF TERM

16.1 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and in compliance with Tenant's maintenance and repair obligations in Section 9.1 above, normal wear and tear and Casualty damage excepted. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Tenant Equipment from the Premises, but Tenant shall not be obligated to remove or restore any Tenant Work or Alterations made by Tenant to the Premises.

16.2 Holding Over. In the event Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be deemed to be occupying the Premises as a Tenant at sufferance, at a monthly Base Rent rate, payable in advance, equal to 125%, for the first 90 days, and 200%, thereafter, of the monthly Base Rent rate payable during the last month of the Term, and Tenant shall further be bound by all of the conditions, provisions, and obligations of this Lease to the extent applicable to a tenancy at sufferance.

ARTICLE XVII
DEFAULTS AND REMEDIES

17.1 Default by Tenant. Each of the following events shall constitute an event of default (each, an "Event of Default") under this Lease:

(a) Tenant's failure to pay any Rent when due, which failure is not cured within 10 business days after written notice by Landlord to Tenant.

(b) Tenant's failure to comply with any non-monetary term, condition, or covenant of this Lease, which failure is not cured within 30 days after written notice by Landlord to Tenant; provided, however, if such default cannot reasonably be cured within 30 days, Tenant shall be entitled to such additional time as is reasonably necessary to cure such default, so long as Tenant commences curing such default within the initial 30 day period and thereafter diligently pursues such cure to completion.

(c) Tenant's vacating or abandoning the Premises, other than during Excused Periods.

(d) Tenant's interest under this Lease or in the Premises is taken upon execution or by other process of law directed against Tenant, or is subject to any attachment by any creditor or claimant against Tenant, and such attachment is not discharged or disposed of within 90 days after such levy.

17.2 Landlord's Remedies. If any Event of Default occurs, Landlord shall have any and all rights and remedies available to Landlord pursuant to applicable law and/or as set forth in this Lease. A receipt by Landlord of any sum in satisfaction of any obligation with knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in a writing signed by Landlord.

ARTICLE XVIII
MISCELLANEOUS

18.1 Estoppel Certificates. Within 20 business days following written request by Landlord or Tenant, the other party shall execute, acknowledge, and deliver to the requesting party a certificate indicating any or all of the following: (a) the date on which the Term of this Lease commenced and the date on which it is then scheduled to expire; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the then current monthly rent; (d) the date through which Rent has been paid; and (e) that, to the certifying party's actual knowledge, no default by either party exists, other than those defaults stated in such certificate. Any such certificate may be relied upon by the requesting party and (i) if Landlord is the requesting party, by any current or prospective purchaser or mortgagee, and (ii) if Tenant is the requesting party, by any prospective sub-tenant or assignee.

18.2 Non-Disturbance Agreement. Landlord shall provide Tenant with a non-disturbance agreement reasonably acceptable to Tenant, which may be included as part of a subordination, non-disturbance, and attornment agreement (a "Non-Disturbance Agreement") executed by all future holders of any mortgages or deeds of trust on the Premises or any ground lessors of the Premises (each, a "Holder"). The entry into a satisfactory Non-Disturbance Agreement with any future Holder shall be a condition precedent to the subordination of this Lease to any future mortgage, deed of trust, or ground lease executed by Lessor and Tenant's obligation to attorn to any future Holder. No subordination of this Lease shall operate to modify the terms of this Lease with respect to the rights of the parties to any condemnation award or insurance proceeds.

18.3 Entry By Landlord. Landlord or Landlord's agents shall have the right to enter the Premises upon reasonable notice and during Tenant's non-business hours, accompanied by Tenant's representative, to inspect the Premises. In the event of an emergency, Landlord or Landlord's agents shall have the right to enter the Premises without notice and at any time, without being accompanied by Tenant's representative. Landlord agrees to take all reasonable steps to minimize any interference with Tenant's business operations as a result of such entry.

18.4 Construction and Capitalized Terms. As used in this Lease, the singular shall include the plural and any gender shall include all genders as the context requires. All capitalized terms used in this Lease shall have the meanings set forth in this Lease.

18.5 Integration. This Lease and all documents executed by Landlord and Tenant contemporaneously or in connection herewith constitute the entire agreement between the parties hereto with respect to the matters set forth in this Lease and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Premises and the transactions provided for in this Lease. Landlord and Tenant are business entities having substantial experience with the subject matter of this Lease and each have fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter.

18.6 Brokers. Each of Landlord and Tenant represents and warrants to the other that no brokers have been involved with this Lease or are entitled to a fee or commission in connection with this Lease. Each party shall indemnify, defend, and hold harmless the other party from and against all claims for broker's commissions or finder's fees by any person claiming to have been retained by the indemnifying party in connection with this transaction.

18.7 Notices. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery to Landlord and/or Tenant at the address set forth below; or such other address as such party may designate by written notice given in advance. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

If to Landlord: City of Fort Pierce
100 N US Highway 1
Fort Pierce, Florida 34950
Attn: City Attorney

If to Tenant: Winking Starfish, LLC
11201 Corporate Cir N, Suite 100
St. Petersburg, FL 33716
Attention: Gregory Powers

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

18.8 Force Majeure. In the event that either party is delayed or hindered in, or prevented from, the performance of any obligations in this Lease (other than the payment of monies) by reason of strikes, lockouts, labor troubles, failure of power or other utility interruptions, riots, insurrection, war, acts of God, permitting, approval, or other governmental delays, or any other reason of like or unlike nature beyond the reasonable control of the party delayed in performing work or doing acts ("Force Majeure"), such party shall be excused for the period of time equivalent to the delay caused by such Force Majeure.

18.9 Quiet Enjoyment. Landlord covenants that, during the Term and so long as no Event of Default (as defined in Section 17.1) by Tenant exists, Tenant shall have quiet and peaceful possession of the Premises.

18.10 Survival. All obligations of any party hereto not fulfilled at the expiration or earlier termination of this Lease shall survive such expiration or earlier termination as continuing obligations of such party.

18.11 Binding Effect. This Lease shall inure to the benefit of and be binding upon each of the parties hereto and their heirs, legal representatives, successors and assigns.

18.12 Modifications. No modification, waiver or amendment of this Lease or any provisions of this Lease shall be binding upon any party to this Lease unless in writing and signed by such party.

18.13 No Waiver. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

18.14 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Articles and Sections.

18.15 Severability. If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the invalid or unenforceable provision shall be reformed, to the extent possible, in a manner that most closely gives effect to the intent of the parties, consistent with applicable Legal Requirements.

18.16 Jury Trial. Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other with respect to any matter arising out of or in connection with this Lease and/or Tenant's use and occupancy of the Premises.

18.17 Only Landlord/Tenant Relationship. Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

18.18 Attorney's Fees. If on account of any breach or default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, each respective party shall be responsible for their own attorney's fees, whether or not suit is instituted in connection therewith. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

18.19 Counterparts; Electronic Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Signatures given by facsimile or portable document format (PDF) shall

be binding and effective to the same extent as original signatures.

18.20 Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the state of Florida.

18.21 Recording. Upon request of either party, Landlord and Tenant shall execute a memorandum or short form of this Lease, have it properly acknowledged for the purpose of recording, and record such instrument in the proper office in St. Lucie County, Florida. Upon request by Landlord or Tenant, in connection with any future modification of this Lease, the parties agree to execute and cause to be recorded a modification of memorandum or short form lease, in a commercially reasonable form, setting forth such modified terms. The cost of recording shall be borne by the requesting party.

18.22 Consent. Wherever this Lease calls for Landlord or Tenant consent, approval or discretionary action, neither Landlord nor Tenant shall unreasonably withhold, condition, delay, or exercise such consent, approval or discretionary action, except as otherwise expressly provided in this Lease.

18.23 Exhibits. Any exhibits attached to this Lease constitute a part of this Lease and are incorporated into this Lease by this reference.

18.24 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed federal and state guidelines have been found in buildings in the State of Florida. Additional information regarding radon and radon testing may be obtainable from the county public health unit.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

WITNESS AS TO LANDLORD:

ATTEST:

By: _____
Linda W. Cox, City Clerk

Date: 12/3/18

LANDLORD:

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

APPROVED AS TO FORM

AND CORRECTNESS:

By: _____
Ben Bryan, Jr., Interim City Attorney

WITNESSESS AS TO TENANT:

_____

_____

TENANT:

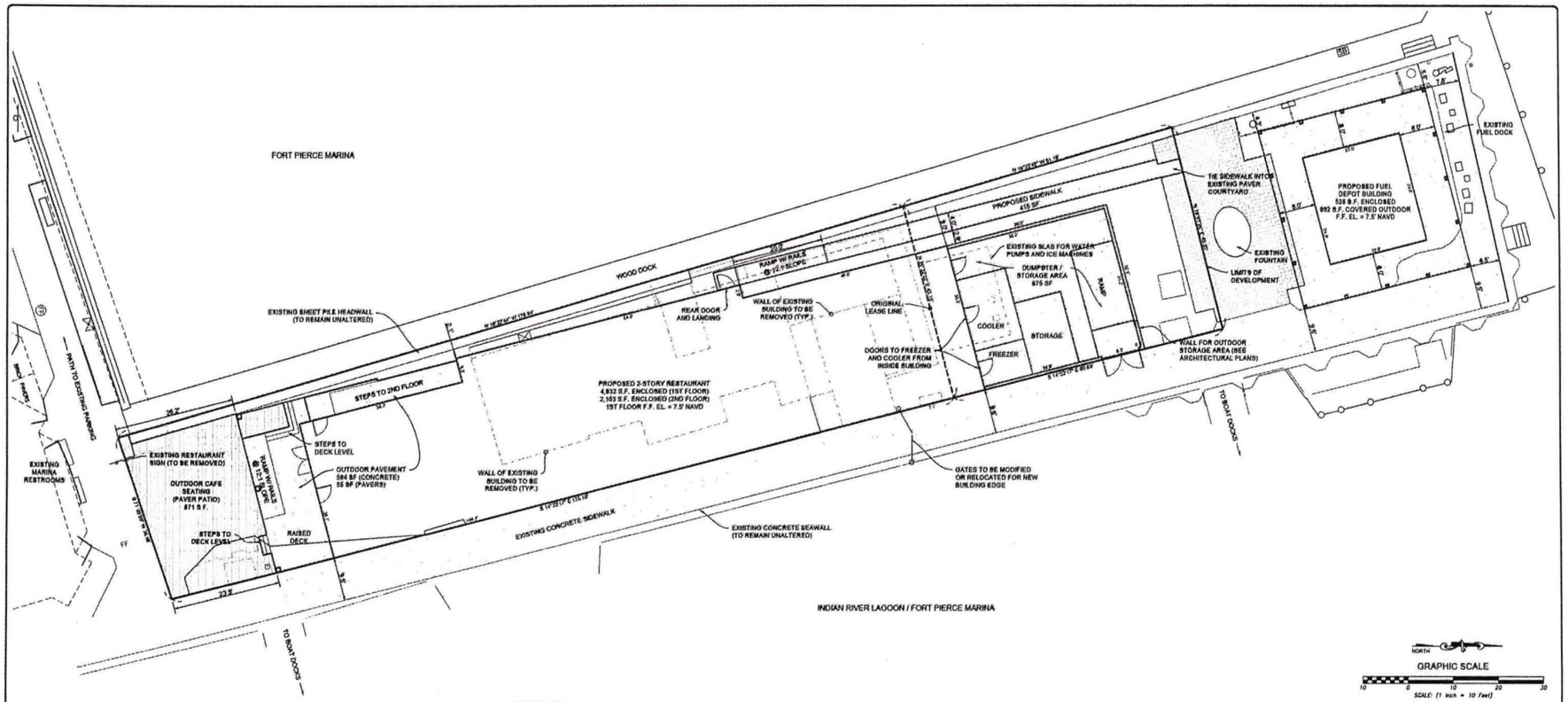
WINKING STARFISH, LLC

By: _____
Greg Powers, President

Date: 11/29/18

EXHIBITS

1.1 Exhibit A – Demised Premises
4.1 Exhibit B – Base Rent Calculations



SITE DATA

PROJECT NAME:	Crabby's Dockside
INTENDED USE:	Restaurant (Replacement of Exist. Buildings)
APPROVAL REQUESTED:	Major Site Plan
SITE ADDRESS:	5 Avenue A
OWNER/APPLICANT:	Beachside Hospitality Group 11201 Corporate Circle N., Suite 100 St. Petersburg, FL 33716 (727) 210-0987
ENGINEER/SURVEYOR:	Carter Associates, Inc. 1708 21st Street Vero Beach, FL 32960 (772) 562-4191
ARCHITECT:	Architectonic, Inc 856 Delewaire Ave Fort Pierce, FL 334950 (772) 460-7751
LEGAL DESCRIPTION:	See Survey
SEC-TOWNSHIP-RANGE:	Section 10, Township 35S, Range 40E
TAX PARCEL NO(s):	2410-503-0041-030-7 (Part of Parcel)

START / FINISH DATE:	Fall 2018 / Spring 2019
FLOOD ZONE:	AE (EL 4.6' NAVD 1988), Map No. 12111C0178J (Dated 2/18/12)
ZONING:	PUR (Planned Urban Redevelopment)
LAND USE:	CBD (Central Business District)
LEASE AREA:	0.183 (Original), 0.225 Ac.(Limits of Development)

IMPERVIOUS AREA CALCULATIONS (IMPACTED AREAS ONLY):

Existing Impervious Area to Be Removed:	
Buildings (incl. Deck):	5,609 SF
Walks / Equip. Pads:	1,071 SF
Total:	6,680 SF
Proposed Impervious Areas:	
Enclosed Buildings:	4,932 SF
Pavement (Under Roof):	
Pavers	55 SF
Concrete	596 SF
Pavement (Outside)	
Pavers	871 SF
Concrete	1,585 SF
Total	8,039 SF

Net Change in Impervious Area: 8,039 SF - 6,680 SF = 1,359 SF

SEATING CAPACITY:	Existing: 197 Seats Proposed: 199 Seats Net Change: 2 Seats
OPERATING HOURS:	12 Hours/Day Average

BUILDING AREAS: Inside (Air Conditioned):

First Floor -	4,932 SF
Second Floor -	2,103 SF
Sub-Total -	7,035 SF
Outside Under Roof:	
First Floor -	580 SF
Second Floor -	847 SF
Sub-Total -	1,496 SF
Outdoor Uncovered:	
Uncovered Seating:	871 SF
Cooler Units:	495 SF
Enclosed Courtyard:	675 SF
Sub-Total -	2,041 SF
Total Restaurant Related Areas -	10,572 SF

SETBACKS:	Front: 0 Feet Side: 0 Feet Rear: 9 Feet

PARKING:	Required Parking Spaces: No offstreet parking required per Downtown Business and Entertainment Overlay District
PROPOSED ELECTRIC:	Connect to existing FPUA Electric
PROPOSED WATER:	Connect to existing FPUA water
PROPOSED SEWER:	Connect to existing FPUA sewer
STORMWATER:	Utilization of creative BMPs to reduce pollutant loading versus existing site. Engineer shall coordinate with City of Fort Pierce and South Florida Water Management District to determine an acceptable solution.
REQUIRED PERMITS:	City of Fort Pierce: • Development Review • Driveway, Sidewalk & Drainage Permit Fort Pierce Utilities Authority: • Water / Sewer Permit • Grease Trap Permit S.F.W.M.D. • 10-2 " No Notice" ERP F.D.E.P. • NPDES - Notice Of Intent

NOTE:
1. CONTRACTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO INITIATING ANY WORK
2. ALL CONSTRUCTION SHALL COMPLY WITH SECTIONS 17 AND 22 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES

NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988, THE CONVERSION FACTOR TO NGVD 1929 IS +1.50'

EXHIBIT A

NO.	REVISION	BY	DATE
1			
2			
3			
4			
5			

Beachside Hospitality Group
11201 Corporate Circle North
Suite 100
St. Petersburg, Florida 33716
TEL: (727) 210-0978 FAX:

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
TEL: (772) 562-4191 FAX: (772) 562-7180

60% PLANS - NOT FOR CONSTRUCTION

JOHN H. SLUM, P.E. SIGNATURE DATE
FLORIDA LICENSE No. 45813
CARTER ASSOCIATES, INC. COA 295 / LB 295

DATE: 8/1/18
PROJ. # : 18-56E
DRAWN BY: CJR
APPD. BY : JHS
PLOT BY : Clint Rahjes
FILE NAME:
REF. # : 18-56E
F.B. & PG. : 859/37-

Crabby's Dockside

Site Plan

SHEET
C-1

Crabby's Dockside at Fort Pierce Marina
Compensation to City
Base Rent Model

		Year 1	Year 2	Year 3	Year 4	Year 5
Projected Sales Breakdown						
Food Sales		3,091,200	3,276,672	3,473,272	3,646,936	3,829,283
Liquor, Beer, Wine Sales		1,508,800	1,599,328	1,695,288	1,780,052	1,869,055
Ice Cream Sales		200,000	212,000	224,720	235,956	247,754
Total Sales		4,800,000	5,088,000	5,393,280	5,662,944	5,946,091
Base Rent Model						
Planned Construction Costs		2,600,000				
FMV Rent per SQFT		$ 35.00				
Total SQFT		7,035				
Est FMV of Annual Rent		246,225				
Amoritzation of Building Cost (30 Year)		(86,667)				
Proposed Base Rent		159,558				
Proposed Rent Computation						
Proposed Base Rent with 2% annual increase		159,558	162,750	166,004	169,325	172,711
7% Share of LBW > $600K	7.00%	63,616	69,953	76,670	82,604	88,834
2% Share of Food Sales > $2.5M	2.00%	11,824	15,533	19,465	22,939	26,586
5% Share of Ice Cream Sales > $100K	5.00%	5,000	5,600	6,236	6,798	7,388
Total Annual Rent		**239,998**	**253,836**	**268,376**	**281,665**	**295,518**

Exhibit B

Crabby's Dockside at Fort Pierce Marina
Projected Sales / Compensation to City

As Originally Proposed

	Year 1			Year 2		
Projected Sales Breakdown						
Food Sales	3,091,200	67.20%		3,245,760	67.20%	
Liquor, Beer, Wine Sales	1,508,800	32.80%		1,584,240	32.80%	
Total Sales	4,600,000			4,830,000		
Proposed Rent Computation	Sales Allocation	Sharing %	Proposed Rent	Sales Allocation	Sharing %	Proposed Rent
Tier 1 - $1M In Sales	1,000,000	10%	100,000	1,000,000	10%	100,000
Food Sales > Tier 1	2,419,200	4%	96,768	2,573,760	4%	102,950
L.B.W. Sales > Tier 1	1,180,800	6%	70,848	1,256,240	6%	75,374
	4,600,000		$ 267,616	4,830,000		$ 278,325

Crabby Bills
Tab 6

Crabby Bill's
Compensation to the City

		RFP Proposed 200 Seats		Existing 270 Seats
Expected Revenues				
Food		4,199,998		5,669,997
Beverage		1,043,176		1,408,288
Other		80,845		109,141
Total		5,324,019		7,187,426
Cost Data				
Estimated Cost of new Building & Demolition		$ 1,700,000		$ 1,950,000
SQFT of new Building		5,894		7,100
Seat count of new Building		200		270
FMV of Rent (Per SQFT) Based on Area Comparables		$ 47.50		$ 47.50
Estimate of FMV Rent		279,965		337,250
New Prop Taxes based on Mill Rate	0.0185	31,450		36,075
FMV Lease Computation				
FMV Lease		279,965		337,250
Less Amortized Building Cost Cost (30 Years)		(56,667)		(65,000)
Total Rent		223,298		272,250
Proposed Rent Computation				
Proposed Base Rent - 2% annual increase		136,213		122,904
9% Share of LBW > 120K	9.00%	83,086	9.00%	115,946
2% Share of Food Sales > $4M	2.00%	4,000	2.00%	33,400
Total Annual Rent		**223,298**		**272,250**
Proposed Total Monthly Rent		**18,608**		**22,688**
Current Rent		10,324		10,324
Monthly Increase		8,285		12,364
Total Additional Compensation to the City		99,415		148,367
Cumulative Compensation to the City (30 Years)				
Base Rent		5,525,880		4,985,985
9% Share of LBW > 120K		3,994,631		5,506,152
2% Share of Food Sales > $4M		1,463,892		2,816,254
30 Year Estimated Total Rents		$ 10,984,403		$ 13,308,390
Value of Building Improvements		$ 1,700,000		$ 1,950,000
		$ 12,684,403		$ 15,258,390

30 Year Rent Estimate - Assumes 4% annual sales growth to year 15 and then no growth years 16-30.

Compensation to the City

		RFP Proposed 200 Seats		Existing 270 Seats
Proposed Rent Computation		**YEAR 1**		
Proposed Base Rent - 2% annual increase		136,213		122,904
9% Share of LBW > 120K	9.00%	83,086	9.00%	115,946
2% Share of Food Sales > $4M	2.00%	4,000	2.00%	33,400
Total Annual Rent		**223,298**		**272,250**
Proposed Total Monthly Rent		**18,608**		**22,688**
Current Rent		10,324		10,324
Monthly Increase		8,285		12,364
Annual Increased Compensation to the City		99,415		148,367

Cumulative Compensation to the City (30 Years)	*30 Year Projection*	
Base Rent	5,525,880	4,985,985
9% Share of LBW > 120K	3,994,631	5,506,152
2% Share of Food Sales > $4M	1,463,892	2,816,254
30 Year Estimated Total Rents	$ 10,984,403	$ 13,308,390
Value of Building Improvements	$ 1,700,000	$ 1,950,000
	$ 12,684,403	**$ 15,258,390**

Assumes 4% annual sales growth to year 15 and then no growth years 16-30.

City Commission Regular Meeting - 5:05 PM **11. A.**

Meeting Date: 04/06/2026

Re: Approval of Egnyte, Inc. Annual Subscription Services

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

---

SUBJECT:

Approval of expenditure for the City's annual Egnyte, Inc. subscription services for enterprise file sharing and secure document management services in an amount not to not exceed $93,464.40.

SUMMARY:

The City currently utilizes Egnyte, Inc. as a cloud-based enterprise file management and collaboration platform to support secure storage, internal collaboration, and controlled external sharing of operational documents. The platform integrates with the City's identity management system, allowing user authentication and access control through existing security policies.

RECOMMENDATION:

Approve the expenditure for the City's annual subscription with Egntye, Inc. for enterprise file sharing and secure document management services, in an amount not to exceed $93,464.40. This service supports secure file storage, collaboration, and data management across City departments, ensuring operational efficiency and compliance with data security standards, The continued use of this platform maintains consistency with existing workflows and minimizes disruption to daily operations.

ALTERNATIVES:

Deny renewal.

RESPONSIBLE STAFF:

Jamal Mosley - Interim IT Operations Manager

COORDINATED WITH:

DeVoshay Johnson - Deputy City Manager (Administrative Services)

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026-2027
Account:	VARIOUS

Amount: $93,464.40

FISCAL IMPACT:

- Egnyte Platform Subscription – Enterprise Plan 225.00 @ $33.38/each = $90,126.00
- Archival Storage - 1TB on Egnyte 12.00 @ $55.64/each = $667.68
- Additional Storage Under Protection (TB) - 24.00 @ $111.28/each = $2,670.72
- Subtotal $93,464.40
- Tax Total $0.00
- **Total $93,464.40**

- Enterprise Accounts = $**2971.36**
  - 2902 = 24 users - Egnyte Platform Subscription - Enterprise Plan = $801.12, Archival Storage = $55.64 and Additional Storage Under Protection (TB) = $111.28 for total = $968.04
  - 4200 = 12 users - Egnyte Platform Subscription - Enterprise Plan = $400.56, Archival Storage = $55.64 and Additional Storage Under Protection (TB) = $111.28 for total = $567.48.
  - 4700 = 8 users - Egnyte Platform Subscription - Enterprise Plan = $267.04, Archival Storage = $55.64 and Additional Storage Under Protection (TB) = $111.28 for total = $433.96
  - 9000 = 5 users - Egnyte Platform Subscription - Enterprise Plan = $166.9, Archival Storage = $55.64 and Additional Storage Under Protection (TB) = $111.28 for total = $333.82
  - 4100 = 15 Users - Egnyte Platform Subscription - Enterprise Plan = $500.7, Archival Storage = $55.64 and Additional Storage Under Protection (TB) = $111.28 for total = $667.62
  - 4500 = 4 users - Egnyte Platform Subscription - Enterprise Plan = $133.52, Archival Storage = $55.64 and Additional Storage Under Protection (TB) = $111.28 for total = $300.44

Attachments

Egnyte Renewal

SHI Quote

CDW-G Quote

EGNYTE

Invoice

Egnyte Inc.
1350 W Middlefield Rd
Mountain View CA 94043-3061
United States

Ship To

City of Fort Pierce
100 N U.S. Highway 1, Fort Pierce, Florida 34950 United States

Bill To

City of Fort Pierce
100 N U.S. Highway 1, Fort Pierce, Florida 34950 United States

Invoice Number	**PO Number**
INV-30979	
Account Name	**Domain Name**
City of Fort Pierce	cityoffortpierce
Service Start	**Service End**
1/7/2026	1/6/2027
Invoice Date	**Due Date**
1/30/2026	3/1/2026
Total Amount Due	**Payment Terms**
$93,464.40	Net 30

Service	Start Date	End Date	Quantity	Unit Price*	Amount	Tax Amt	Total
Egnyte Platform Subscription – Enterprise Plan	1/7/2026	1/6/2027	225.00	$33.38	$90,126.00	$0.00	$90,126.00
Archival Storage - 1TB on Egnyte	1/7/2026	1/6/2027	1.00	$55.64	$667.68	$0.00	$667.68
Additional Storage Under Protection (TB)	1/7/2026	1/6/2027	2.00	$111.28	$2,670.72	$0.00	$2,670.72

Subtotal	$93,464.40
Tax Total	$0.00
Total	$93,464.40
Payments/Credits	$0.00
Invoice Total	USD $93,464.40

* The unit price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total price for this invoice was calculated using the actual price, rather than the unit price displayed above, and is the true and binding total for this Invoice.

Customer Payment & Remittance Instructions

Pay by Wire or ACH

Bank
JPMorgan Chase Bank, N.A.
PO Box 182051, Columbus, OH 43218- 2051

Account Name
EGNYTE INC

Account Number
700708966

Routing Number (Wires)
021000021

Routing Number (ACH)
322271627

SWIFT Code / BIC
CHASUS33

Remittance Advice

- Please send remittance advice to **ar@egnyte.com** to ensure accurate application to your account
- Please include Customer Name, Invoice Number, and Payment Amount as part of the remittance advice

Pay by Credit Card

To update your payment information, please navigate **here (https://cityoffortpierce.egnyte.com/).**

Lockbox

Name
EGNYTE, INC.

Lockbox Number
E736029

Lockbox Address
P.O. BOX 736029, DALLAS, TX 75373-6029

Lockbox Courier Address
JPMorgan Chase - Lockbox Processing
Attn: EGNYTE, INC
Lockbox 736029
14800 Frye Road, 2nd Floor
Ft Worth, TX 76155

Copy of W9

Egnyte W9

Pricing Proposal
Quotation #: 27250180
Created On: 3/5/2026
Valid Until: 4/4/2026

FL-City of Fort Pierce

Jamal Mosley
100 North U. S. 1
FORT PIERCE, FL 34950
United States
Phone: 5614602200
Email: jmosley@cityoffortpierce.com

Inside Account Executive

Alex Friedman
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Egnyte Platform Subscription Enterprise Plan Egnyte - Part#: PLAT-PWRUSERENT Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	250	$774.47	$193,617.50
2	Egnyte Included Storage (TB) Egnyte - Part#: PLAT-DFAB-STOR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	1	$0.00	$0.00
3	Egnyte Additional Storage Under Protection (TB); price per TB per month; Available for Platform Enterprise and Ultimate Egnyte - Part#: PLAT-STOR-PRO-TB Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2	$4,107.03	$8,214.06
4	Egnyte Standard Support Egnyte - Part#: PLAT-SUPP-STD Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	1	$0.00	$0.00
			Total	$201,831.56

Additional Comments

This manufacturer has the potential for auto-renewal. You will receive an automated notification prior to the cancellation deadline informing you of the upcoming renewal date. If SHI doesn't receive written confirmation to cancel the renewal within the manufacturer's required time period prior to the renewal date, SHI will automatically be invoiced against the original PO. Once SHI has been invoiced, you will be invoiced against the original PO. If your company requires a new PO, please be sure to provide that prior to

invoicing.

Pricing is subject to change based on OEM and Distribution pricing changes

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

JAMAL MOSLEY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVBG315	3/10/2026	EGNYTE QUOTE CDWG	1479491	$210,408.16

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
EGNYTE PLATFORM SUB ENT PLAN Mfg. Part#: PLAT-PWR-USER-ENT Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	250	7102044	$807.38	$201,845.00
EGNYTE INCLUDED STORAGE Mfg. Part#: PLAT-INCSTOR Electronic distribution - NO MEDIA Contract: MARKET	1	7050180	$0.00	$0.00
EGNYTE ADD STOR UNDER PROT Mfg. Part#: PLAT-STOR-PRO-TB Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	2	7504853	$4,281.58	$8,563.16
EGNYTE STD SUP Mfg. Part#: PLAT-SUPP-STD Electronic distribution - NO MEDIA Contract: MARKET	1	7103998	$0.00	$0.00

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	$210,408.16
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$210,408.16**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF FORT PIERCE CITY HALL PO BOX 1480 FORT PIERCE, FL 34954-1480 **Phone:** (772) 460-2200 **Payment Terms:** Net 30-Expired	**Shipping Address:** CITY OF FORT PIERCE CITY HALL PO BOX 1480 FORT PIERCE, FL 34954-1480 **Phone:** (772) 460-2200 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Kai Kasprzak | (877) 427-6220 | kai.kasprzak@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

Egnyte
Your purchase and use of the Egnyte Inc. ("Egnyte") subscriptions contained in this order shall be solely and exclusively governed by Egnyte's Terms of Service, available at https://www.egnyte.com/corp/terms_of_service.html or such other terms as agreed upon by you and Egnyte that govern the subscriptions purchased under this order.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

City Commission Regular Meeting - 5:05 PM **11. B.**

Meeting Date: 04/06/2026

Re: Approval of Interlocal Agreement (ILA) Everbridge system "ALERT St. Lucie."

Submitted For: Robert Ridle, Deputy Chef, Police Department

SUBJECT:

Approval of the updated revision of the Interlocal Agreement (ILA) for the Everbridge System, implemented locally as "ALERT St. Lucie"

SUMMARY:

The Fort Pierce Police Department is requesting approval of the revised Interlocal Agreement for the Everbridge System. The revision establishes the framework for how the St. Lucie County Sheriff's Office, St. Lucie County Fire District, and the Cities of Fort Pierce and Port St. Lucie will utilize the Everbridge mass notification system. Key provisions include:
Access & Control
Training
Cost (None to the City of Fort Pierce)
Term
Administration

RECOMMENDATION:

Fort Pierce Police Department staff recommends approval of this revised Interlocal Agreement for the Everbridge System.

ALTERNATIVES:

The alternative is to deny the approval of this revised Interlocal Agreement for the Everbridge System, which would hinder our Police Department's ability to send our mass emergency notifications.

RESPONSIBLE STAFF:

Deputy Chief Robert Ridle
Lieutenant John Fasanello

COORDINATED WITH:

St. Lucie County Attorney's Office
City of Port St Lucie

Fort Pierce City Attorney's Office

1. City of Fort Pierce RLS # 28062

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2026
Account: N/A
Amount: 00.00
OTHER INFORMATION:
This service will be available for use by the Fort Pierce Police Department at no charge to the City of Fort Pierce.

Attachments

Executed ILA Everbridge System
City Attorney Email w/ ILA Attached
City Attorney Approval

INTERLOCAL AGREEMENT
FOR THE USE OF THE EVERBRIDGE SYSTEM AND ALERT ST. LUCIE

THIS INTERLOCAL AGREEMENT, made this 26 day of January, 2026, ("Agreement") between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County"); the **ST. LUCIE COUNTY SHERIFF**, an independent constitutional officer of St. Lucie County, Florida ("Sheriff"); the **CITY OF FORT PIERCE**, a Florida municipal corporation ("Fort Pierce"); the **CITY OF PORT ST. LUCIE,** a Florida municipal corporation ("Port St. Lucie"); and the **ST. LUCIE COUNTY FIRE DISTRICT**, an independent special district of the State of Florida ("Fire District"). The County, Sheriff, Fort Pierce, Port St. Lucie and Fire District may be referred to individually as "Party" or collectively as the "Parties." The Sheriff, Fort Pierce, Port St. Lucie and Fire District may be referred to collectively as the "Public Safety Agencies."

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the Florida Division of Emergency Management has partnered with Everbridge, Inc. ("Everbridge") to provide a statewide emergency mass notification system implemented as "ALERTFLORIDA"; and,

WHEREAS, the County has been granted a free license to the Everbridge system, implemented locally as "ALERT St. Lucie"; and,

WHEREAS, the County has a benefit of a second instance of Everbridge; and,

WHEREAS, the County needs a secure mass notification system to make notifications to the Parties' staff members and the public, including routine, emergency and confidential communications.

NOW, THEREFORE, the Parties hereby agree and covenant on the terms and conditions hereinafter stated.

ARTICLE 1. INCORPORATION OF RECITALS.

The foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.

ARTICLE 2. PURPOSE.

The purpose of this Agreement is to establish terms and conditions under which the County will provide access to internet hosted software known as Everbridge (and referred to as "ALERT St. Lucie") under an Interlocal Agreement.

ARTICLE 3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.

A. The County will allow the Public Safety Agencies administrative control of the local secure instance of Everbridge.

1. The Public Safety Agencies will ensure that employees and user accounts are maintained within the system.

B. The County will provide train-the-trainer instructions to the Public Safety Agencies' appointed staff on the use of the ALERT St. Lucie.

1. The Public Safety Agencies will ensure all users receive training on the system and acceptable use to include ALERT St. Lucie and the local secure instance.

C. The County will restrict access to the Public Safety Agencies' data in the local secure instance of ALERT St. Lucie to employees of the St. Lucie County Public Safety Department and other Parties' staff members who have been approved by the Parties.

D. The Public Safety Agencies, in cooperation with the County, will create a policy or guideline for the Public Safety Agencies' use of ALERT St. Lucie.

1. The Public Safety Agencies will ensure that the use of ALERT St. Lucie in no way negatively impacts the County's use of ALERT St. Lucie.

E. The Public Safety Agencies will coordinate with the County's representative on any ALERT St. Lucie matters which may be of administrative concern to the County.

ARTICLE 4. GENERAL

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

ARTICLE 5. PARTIES REPRESENTATIVES

A. The Parties shall each appoint a designated representative to represent the Party in all matters pertaining to and arising from this Agreement. The County designates the Public Safety Director or his designee to represent the County in all matters pertaining to and arising from this Agreement.

ARTICLE 6. COMPENSATION AND PAYMENT

A. The County agrees to provide services as set forth in this Agreement to the Public Safety Agencies at no cost.

ARTICLE 7. TERM.

A. This Agreement shall be effective on the date it is recorded in the public records of St. Lucie County, Florida, and shall remain in effect through and including September 30, 2029, unless terminated as herein provided. Upon prior written mutual agreement of the Parties, the term may be extended for an additional five (5) year period. This Agreement may be terminated by either Party for any reason upon thirty (30) days prior written notice to the other Parties.

If the agreement between the Florida Division of Emergency Management and Everbridge expires or is terminated, or if the County's free license and access to the Everbridge platform expires, is terminated, cancelled or otherwise revoked, the County may terminate this Agreement.

ARTICLE 8. NOTICE

A. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:
St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a Copy to:
St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to Sheriff:
St. Lucie County Sheriff
4700 West Midway Road
Fort Pierce, Florida 34981

With a Copy to:
General Counsel
4700 West Midway Road
Fort Pierce, Florida 34981

If to Fort Pierce:
City Manager
City of Fort Pierce
100 N US 1
Fort Pierce, Florida 34950

With a Copy to:
City Attorney
City of Fort Pierce
100 N US 1
Fort Pierce, Florida 34950

If to Port St. Lucie:
City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With a Copy to:
City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Port St. Lucie Police Chief
Leo Niemczyk
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

If to SLCFD:
Fire Chief
5160 NW Milner Drive
Port St. Lucie, Florida 34983

With a Copy to:
District Attorney
5160 NW Milner Drive
Port St. Lucie, Florida 34983

ARTICLE 9. NO WARRANTIES

A. The County makes no representations or warranties whatsoever regarding the Everbridge system, including but not limited to any representation or warranty related to the Everbridge's right to license the system, or the proposed use or availability of the system and shall not be liable for any claims or deficiencies related to same, whether directly or indirectly, or from the Public Safety Agencies or any third-party.

ARTICLE 10. SOVEREIGN IMMUNITY AND INDEMNIFICATION

A. Nothing contained in this Agreement shall be construed as a waiver of either Parties' sovereign immunity except as set forth in Section 768.28, F.S. or consent by a state agency to be sued by third parties in any matter arising out of the Agreement. The Parties agree to be responsible for their own acts of negligence which result in claims or suits arising out of this Agreement and agree to be liable to the limits set forth in Section 768.28, Florida Statutes.

ARTICLE 11. PUBLIC RECORDS

A. The Parties are public agencies subject to Chapter 119, Florida Statutes. The Parties shall allow public access to all documents, papers, letters, or other material made or received by it in conjunction with this Agreement, unless the records are exempt.

ARTICLE 12. NO THIRD-PARTY BENEFICIARIES

A. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto. Neither Party shall have an obligation to any individual or other entity, association, or group who is in any way

associated with or might benefit from the terms of this Agreement. Nothing herein will constitute any imposition or acceptance of any obligation or liability not otherwise imposed by law upon either Party.

ARTICLE 13. RELATIONSHIP OF THE PARTIES

A. Nothing contained in this Agreement shall create an agency, partnership, or joint venture relationship between the Parties.

ARTICLE 14. FORCE MAJEURE

A. In the event either Party's performance of any of its obligations or duties hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be by an act of God, common enemy, or the result of war, labor unrest or dispute, riot, weather, pandemic, sovereign conduct or other natural or public cause which is reasonably determined to interfere with the ability to perform, neither Party shall be considered to be in default and will be excused from performance until it determines it may recommence performance of the Agreement.

ARTICLE 15. ENTIRE AGREEMENT

A. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior verbal and written agreement between the parties with respect hereto. This Agreement may only be amended by a written document, properly authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

ARTICLE 16. ATTACHMENTS

A. The following attachments are incorporated hereinto be reference:

1. Attachment 1 – Memorandum of Agreement Between the Florida Division of Emergency Management and the St. Lucie County Board of County Commissioners.

2. Attachment 2 – Contract DEM-D0003 Between the State of Florida Division of Emergency Management and Everbridge, Inc.

ARTICLE 17. LAW, VENUE, AND WAIVER OF JURY TRIAL

A. This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce

this Contract, arising from this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

ARTICLE 18. FILING

A. This Agreement any subsequent amendments hereto shall be filled with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused the execution by their duly authorized officials.

ATTEST:

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Chair

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____
County Attorney

ATTEST:

_____
City Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

ATTEST:

Acting City Clerk

CITY OF PORT ST. LUCIE

BY: Shannon M Martin

Mayor

DATE: 1/27/26

APPROVED AS TO FORM AND CORRECTNESS:

Richard Berrios

City Attorney

ST. LUCIE COUNTY SHERIFF

BY: _____

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____

General Counsel

WITNESSES:

_____

_____

ST. LUCIE COUNTY FIRE DISTRICT CHIEF

BY: _____

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____

District Attorney

RE: RE: Everbridge Interlocal Agreement

Reply | Reply

FH

Felicia Holloman <fholloman@cityoffortpierce.com>
To Ciara Forbes; Sara Hedges; John Fasanello
Cc Susan Bellamy; Kurt Myers

Follow up. Start by Wednesday, March 4, 2026. Due by Wednesday, March 4, 2026.
You forwarded this message on 3/4/2026 4:36 PM.

Executed ILA of Everbridge (003).pdf
613 KB

Hi Ciara and Lt. Fasanello,

Lt. John Fasanello may be the point person for this getting to our Commission. I've included him in the email here.

Lt., please be aware that this version of the Everbridge ILA that's attached to the email is the one to be used for presentation to the Commission and signature. This is the same ILA we reviewed, just without the grammatical changes. Let me know if you have any questions.

Thank you!

Felicia Holloman
Assistant City Attorney
City of Fort Pierce • 100 N U.S. 1 Fort Pierce, FL 34950
fholloman@cityoffortpierce.com
(772) 467-3045

From: Ciara Forbes <Ciara.Forbes@stlucieco.gov>
Sent: Wednesday, March 4, 2026 3:20 PM
To: Felicia Holloman <fholloman@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Susan Bellamy <Susan.Bellamy@stlucieco.gov>; Kurt Myers <Kurt.Myers@stlucieco.gov>
Subject: RE: RE: Everbridge Interlocal Agreement

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Thanks for getting back to me so quickly!
We will ensure that future documents are sent to all parties simultaneously to avoid this situation in the future.

Who should we work with to get a signed copy?

Thanks!

CIARA H. FORBES | Assistant County Attorney
Ph: 772-462-1441 | 2300 Virginia Ave. Fort Pierce, FL 34982
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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JOHN FASANELLO, LIEUTENANT, POLICE DEPARTMENT

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW FOR FORM AND CORRECTNESS INTERLOCAL AGREEMENT (ILA) EVERBRIDGE SYSTEM "ALERT ST. LUCIE."

CAO RLS FILE: 26-41

DATE: FEBRUARY 9, 2026

I have reviewed the request for legal services (RLS) related to the interlocal agreement for the Everbridge system ("ALERT St. Lucie"). A redlined draft is attached with minor grammatical and formatting changes. A clean copy of the interlocal agreement is also provided, which is approved as to form and correctness.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **11. C.**

Meeting Date: 04/06/2026

Re: FDLE Award 6N270 - Edward Byrne Memorial Justice Assistance Grant (JAG)

Submitted For: Eric Chan, Major, Police Department

SUBJECT:

Approval of the Florida Department of Law Enforcement (FDLE) Award in the amount of $38,824.50; funds to be used to purchase new conducted energy weapons (CEW) and signal devices.

SUMMARY:

The department has been tentatively awarded FDLE funding for 6N270 - Tasers and signal Devices. The award amount is $38,824.50. Accepting the award requires approval of the "Award Agreement" with the Mayor's signature.

This grant is 100% reimbursable for expenses and does not require a local match.

The City Attorney's Office has approved the document regarding form and correctness.

RECOMMENDATION:

Staff recommends acceptance of the "Award Agreement."

ALTERNATIVES:

Do not accept the "Award Agreement"; subsequently, funds will not be awarded.

RESPONSIBLE STAFF:

Eric Chan, Major

COORDINATED WITH:

Melissa Alexander, Grant Coordinator

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2026

Account: 1013005.564100

Amount: $38,824.50

FISCAL IMPACT:

This grant is 100% reimbursable for expenses and does not require a local match.

Attachments

Award Agreement 6N270
Legal Review - FDLE Grant - Tasers
Updated SAM.gov Registration

State of Florida
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants (CJG)
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Fort Pierce

Recipient SAM UEI: HD7SD9PNKNA5

Award Number: 6N270

Award Period: 10/01/2025 – 06/30/2026

Award Title: C-6N270: Tasers and Signal Devices

Federal Funds: $38,824.50

Matching Funds: $0.00

Total Funds: $38,824.50

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Fort Pierce (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix C)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department’s grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state’s Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix E and Appendix F** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 6N270
Award Title: C-6N270: Tasers and Signal Devices
Award Period: 10/01/2025 – 06/30/2026

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Fort Pierce

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Linda Hudson, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	6N270
Recipient:	City of Fort Pierce
Award Title:	C-6N270: Tasers and Signal Devices
Award Period:	10/01/2025 - 06/30/2026

Problem Identification

The Fort Pierce Police Department is in need of essential equipment that supports officer safety and accountability. The department's current inventory of conducted energy weapons (CEW) and signal devices is nearing the end of its service life and is no longer adequate to meet operational demands.

Currently, the department plans to issue the new CEWs and signal devices to all Fort Pierce Police Department officers as standard equipment. The CEWs provides a non-lethal option to help officers defuse volatile situations, and the signal devices enhance accountability throughout daily operations.

Scope of Work

The Fort Pierce Police Department will use grant funds to purchase new conducted energy weapons (CEW) and signal devices to help officers defuse situations during daily operations, enhancing public safety.

Appendix B - Deliverables

Award Number:	6N270
Recipient:	City of Fort Pierce
Award Title:	C-6N270: Tasers and Signal Devices
Award Period:	10/01/2025 - 06/30/2026

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure conducted energy weapons and signal devices.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $38,824.50

Appendix C - Approved Budget

Award Number:	6N270		
Recipient:	City of Fort Pierce		
Award Title:	C-6N270: Tasers and Signal Devices		
Award Period:	10/01/2025-06/30/2026		
Award Amount:	$38,824.50	$0.00	$38,824.50
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Taser Bundle	Conductive Energy Weapons (CEW) bundle includes: (12) - Tasers Hardware Kit to include; handle, magazine, and battery pack, (128) - Taser Live Cartridges - (11) RH Holsters - (1) LH Holster - (15) Sidearm Sensors.	$36,000.00	$0.00	$36,000.00
			D. Equipment Subtotal:	**$36,000.00**

E. Supplies

Item Name	Description	Grant Funded	Match	Total
Signal Devices	15 Signal Devices @ $188.30 each = $2,824.50	$2,824.50	$0.00	$2,824.50
			E. Supplies Subtotal:	**$2,824.50**

Appendix D: Award Contacts

Award Number: 6N270
Recipient: City of Fort Pierce
Award Title: C-6N270: Tasers and Signal Devices
Award Period: 10/01/2025 - 06/30/2026

Recipient Grant Manager (GM)

Name: Melissa Alexander
Title: Program Grant Coordinator
Address: 920 S US Highway 1
Fort Pierce, FL 34950-5106
Phone: 772-467-6812
Email: malexander@fppd.org

Recipient Chief Official (CO)

Name: Linda Hudson
Title: Mayor
Address: 100 N US 1
Fort Pierce, FL 34950-4205
Phone: 772-467-3020
Email: malexander@fppd.org

Recipient Chief Financial Officer (CFO)

Name: Johnna Morris
Title: Financial Director
Address: 100 N US 1
Fort Pierce, FL
Phone: 772-467-3073
Email: jmorris@cityoffortpierce.com

Recipient Additional Point of Contact (POC)

Name: John Fasanello
Title: Lieutenant
Phone: 772-467-6881
Email: jfasanello@fppd.org

Appendix E: Special Conditions

Award Number: 6N270
Recipient: City of Fort Pierce
Award Title: C-6N270: Tasers and Signal Devices
Award Period: 10/01/2025 - 06/30/2026

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001 At the time of application review, it was noted the Recipient's SAM.gov registration will expire on March 3, 2026. In order to prevent delays in payment, the Recipient should renew their registration in SAM.gov prior to the expiration date.

W0022 Prior to the drawdown of funds for the Taser Bundles and the Signal devices, a copy of the executed agreement between the Recipient and the vendor must be submitted to Criminal Justice Grants.

S0048 The Recipient's internal controls do not appear to comply with the requirements outlined in the DOJ Grants Financial Guide and the Office of Management and Budget (OMB), Uniform Grant Requirements, 2 C.F.R. 200, specifically related to the safeguarding of personally identifiable information (PII) and law enforcement sensitive data. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

S0058 At the time of application, the Recipient indicated their organization is required to create and maintain an EEO Plan. The Recipient must provide a copy of their Utilization Report to the Office of Criminal Justice Grants at monitoring.

W0067 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for Signal Devices, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.

S0088 A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

W0092 WITHHOLDING FUNDS: The project period for this award starts 10/01/2025. Prior to the drawdown of funds, the Recipient must submit all quarterly performance reports due since the start date of the award period.

S0110 At the time of application, the Recipient indicated that they do not have written procedures to report and investigate all grant funded property loss, theft, or damaged. Documentation of compliance with this requirement must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and

provided to the Office of Criminal Justice Grants at monitoring.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Criminal Justice Grants (CJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. CJG awards funds to eligible applicants and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: https://www.ecfr.gov/
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., “Omnibus Crime Control and Safe Streets Act of 1968”

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 General Appropriations Restrictions - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the

employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment , and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

4.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 Title II of the Americans with Disabilities Act of 1990 - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing

regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services**.**

8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.

9.0 **Omnibus Crime Control and Safe Streets Act of 1968 –** Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.

10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us.

13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and

account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Criminal Justice Grants (CJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Project Income (PGI) - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for CJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to CJG for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to CJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 Verification and updating of Recipient Grant Manager contact information - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the CJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any

assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's CJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by CJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's CJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by CJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that CJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://www.ojp.gov/doj-guide-to-procurement-procedures.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN,** if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy

other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise CJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to CJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of

individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

*"This project was supported by **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."*

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 **Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 **Non-Disclosure Agreements** - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 **Whistleblower Protections** - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 **Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for CJG review.

26.0 **For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 **For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE CJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 **Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by CJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements** - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to CJG, and will resume such obligations only if expressly authorized to do so by CJG.

3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 For PSN: Media-related Outreach - The recipient agrees to submit to CJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 For NCHIP & NARIP: Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 For NCHIP & NARIP: Firearm and Background Checks - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant “eligible records”.

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MELISSA ALEXANDER, PAYROLL SPECIALIST, POLICE DEPARTMENT, ADMINISTRATIVE BUREAU

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW OF AWARD AGREEMENT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT

CAO RLS FILE: 26-67

DATE: FEBRUARY 26, 2026

I have reviewed the above Request for Legal Services (RLS) related to the FDLE JAG grant. This grant has been awarded several years in a row with review by this Office. From pages 8 through 28, there is a list of requirements for this grant to which your Department will be responsible for complying with. ***Please read these requirements, as several requirements are different than the most recent award:***

1. The SAM.gov registration must be renewed before March 3, 2026 to prevent payment delays.
2. Prior to funds being provided, a copy of the executed agreement between the Recipient and the vendor must be submitted to Criminal Justice Grants.
3. Internal controls, to safeguard personally identifiable information and law enforcement sensitive data, must come into compliance with the DOJ Grants Financial Guide and OMB.
4. The EEO plan must be provided to the Office of Criminal Justice Grants Monitoring.
5. Documentation that the vendor and manufacturer of telecommunications equipment purchased are not on the Excluded Parties List must be provided in SAM.gov.
6. The grant period began on 10/1/2025. The award requires submittal of all quarterly performance reports due since the October start date.
7. Documentation of written procedures to report and investigate grant funded property loss, theft, or damage must be submitted Office of Criminal Justice Grants Monitoring.

With the above understanding, the Agreement is approved as to form and correctness.

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

Thank you.

Entity Information

CITY OF FORT PIERCE

● Active Registration

Unique Entity ID
HD7SD9PNKNA5

CAGE/NCAGE
4DPB1

Expiration Date
Jan 16, 2027

Physical Address
100 N Us Highway 1
Fort Pierce, Florida
34950-4205, United States

Mailing Address
100 N Us Highway 1
Fort Pierce, Florida
34950-4205, United States

Purpose of Registration
All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

URL
cityoffortpierce.com

Division Name
City Of Fort Pierce

Division Number
(blank)

Congressional District
Florida 21

State/Country of Incorporation
(blank), (blank)

Owner	CAGE	Legal Business Name
Immediate Owner	(blank)	(blank)
Highest Level Owner	(blank)	(blank)

Registration Dates

Activation Date
Jan 27, 2026

Submission Date
Jan 16, 2026

Initial Registration Date
Apr 25, 2006

Entity Dates

Entity Start Date
Jan 1, 1900

Fiscal Year End Close Date
Sep 30

City Commission Regular Meeting - 5:05 PM **11. D.**

Meeting Date: 04/06/2026

Re: Approval of expenditure for Renewal of Flock Group Inc in the amount not to exceed $354,100.

Submitted For: Robert Ridle, Deputy Chef, Police Department

SUBJECT:

Approval of expenditure for Flock OS Elite package renewal year 2 of 5 of Flock Group Inc in the amount not to exceed $354,100.

SUMMARY:

Approval of expenditure for contract renewal year 2 of 5 for Flock Group Inc in the amount not to exceed $354,100.00. Sole source vendor for the Flock OS Elite Package. The Flock OS Elite Package user interface will allow us to monitor our current covert cameras and operate all Flock equipment. Additionally, the Flock OS Elite Package provides advanced analytics, real-time alerts, and a comprehensive dashboard that integrates data from multiple sources, Computer-Aided Dispatch, and Axon Cameras, enabling better decision-making and more efficient resource use.

RECOMMENDATION:

Approve the expenditure for Year 2 of the previously approved five-year Master Services Agreement and authorize payment in accordance with the contract terms.

ALTERNATIVES:

This item seeks authorization for the Year 2 payment/expenditure in accordance with the terms and pricing established in the five-year contract approved by the Commission on October 21, 2024.

RESPONSIBLE STAFF:

Lieutenant John Fasanello - Administrative Bureau

COORDINATED WITH:

Deputy Chief Robert Ridle - Administrative Bureau

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	0013002.564100
Amount:	354,100.00

FISCAL IMPACT:

Funding for the five-year agreement was approved to utilize the capital outlay expense line item 0013002.564100 with the project string CSI funds.

Attachments

Executed Master Services Agreement
Sole Source Justification Form
Renewal Invoice
Minutes from Meeting 10.21.24
Flock Signed Agreement

Docusign Envelope ID: 063B5B75-94E5-4360-9DDA-082A0A646613

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

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Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

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1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

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2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

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malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

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3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

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content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***"Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

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foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

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third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

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7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

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8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

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PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

9.4 **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the Customer's (City of Fort Pierce) sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform

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any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party

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shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated

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banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

11.16 **E-Verify.** All requirements of Section 448.095, Florida Statutes, shall be complied with by Flock. In accordance with, Section 448.095, Florida Statutes, Flock shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Flock enters into a

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contract with a subcontractor performing work or providing services on its behalf, Flock shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Flock shall, upon request, provide evidence of compliance with this provision to the Flock. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the Customer terminates this Agreement with a Customer, the Customer may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Flock is liable for any additional costs incurred by the Customer as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

11.7 **Public Records.** Flock shall abide by all public records laws, and specifically:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Flock does not transfer the records to the public agency.

(d) Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If Flock transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Flockkeeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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IF FLOCK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FLOCK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, LCOX@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

¶
¶

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 100 NORTH US HIGHWAY 1, FORT PIERCE, FL

ATTN: CAPTAIN JASON BRAUN

EMAIL: JBRAUN@FPPD.ORG

WITH A COPY TO:

CITY ATTORNEY'S OFFICE

100 NORTH US HIGHWAY 1, FORT PIERCE, FL

ATTN: SARA HEDGES

[SIGNATURE PAGE TO FOLLOW]

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EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

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(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

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NOW, THEREFORE, the Parties have executed this Agreement on the dates set forth below:

FLOCK GROUP, INC.:

By: Signed by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 10/28/2024

CITY OF FORT PIERCE (CUSTOMER):

Linda Hudson

Linda Hudson, Mayor

Date: 10/31/24

ATTEST:

Linda W. Cox

Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS:

Sara K. Hedges, City Attorney

PURCHASING DIVISION

SOLE /SINGLE SOURCE JUSTIFICATION FORM

To ensure transparency and compliance, Sole/Single Source purchase requests must be approved in advance and accompanied by appropriate written documentation. This form, along with the required supporting materials, satisfies that requirement.
The City Manager may approve purchases up to $50,000. Any purchase exceeding $50,000 requires the approve of the Commission.

Requested By	Nancy Barboza
Department	Fort Pierce Police Department
Purchase Requisition No.	26004202
Supplier Name	Flock Group Inc #61429
Price	$354,100.00

Please check the appropriate section and provide detailed justification along with department head approval.

☑ **Sole Source** The specified supplier is the ONLY provider or products/service as described on the purchase requisition. A quotation MUST be attached, and the prices/terms set forth are deemed reasonable for the values presented.
Justification for Sole Source. Attach vendor documentation certifying that the vendor is the only source for the products or services in question and /or holds the production, copyrights, trademark, and/or holds production, copyrights, trademark, and/or patent to the item, and check the following applicable statements:

☑ The vendor holds the exclusive distribution rights for the item in question.

☑ The item/service to be purchased is the only item/service compatible with existing equipment owned by the City of Fort Pierce.

☐ The vendor is the single provider of goods or services which have unique characteristics essential to the needs of the program to perform the intended function AND no other product will be suitable for use by the City of Fort Pierce.

Describe what is unique about the product, service or source and steps taken to confirm unavailability of competition as appropriate:

Vendor sole source letter is attached.
City Commission originally approved on October 21, 2024.
Contract Year 2 of 5. Contract signed October 31, 2024.

☐ **Single Source.** The specified supplier was selected to complement/support the following business decision. A quotation MUST be attached, and the prices/terms set forth are

deemed reasonable for the values presented. Please check the appropriate box and provide additional information:

☐ Standardized System ☐ Parts provided by "OEM" ☐ Other (Please explain below):

What steps were taken to verify that these features are not available elsewhere?

☐ Other brands/manufactures were examined. Please list names and phone numbers and explain why they are not suitable for use by the City. Attach additional pages as necessary.

☐ Other vendors were contacted. Please list their names and phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary.

Requestor Signature _____ Date 3/4/2026

Department Head Signature _____ Date 3/5/26

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

☐ Sole Source ☐ Single Source ☐ Piggyback

APPROVED BY

Purchasing Agent/Specialist

Name Monica Gonzales Signature _____ Date 3/9/26

Purchasing Manager

Name _____ Signature _____ Date _____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-86488
Invoice Date: 2/9/2026
Due Date: 3/11/2026
Payment Terms: Net 30
PO#: 00250291
W-9 Form [Download]
Certificates of Insurance [Download]

Bill To: FL - Fort Pierce PD
920 South US Highway 1
Fort Pierce, Florida, 34950

Ship To: FL - Fort Pierce PD
920 South US Highway 1
Fort Pierce, Florida 34950

Billing Company Name: FL - Fort Pierce PD
Billing Contact Name: John Fasanello
Billing Email Address: jfasanello@fppd.org

Payment Terms: Net 30
Contracted Billing Structure: Annual - First Year at Signing

Notes: FL - Fort Pierce PD - Expansion Phase 2 (OS): Year 2 of 60 Month Term, 2026 - 2027

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Gunshot Detection - 1/4mi, fka Raven	1	$12,000.00	$0.00	$12,000.00
Flock Safety Gunshot Detection - 1/2mi, fka Raven	1	$20,000.00	$0.00	$20,000.00
Solar Video Camera Fixed, fka Condor	6	$2,600.00	$0.00	$15,600.00
Flock Safety Gunshot Detection - 1mi, fka Raven	1	$35,000.00	$0.00	$35,000.00
FlockOS™ Elite Package	1	$30,000.00	$0.00	$30,000.00
Flock Safety Video Integration VMS, fka Wing	100	$25.00	$0.00	$2,500.00
Flock Safety LPR, fka Falcon	37	$3,000.00	$0.00	$111,000.00

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-86488
Invoice Date:	2/9/2026
Due Date:	3/11/2026
Payment Terms:	Net 30
PO#:	00250291

Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	38	$3,000.00	$0.00	$114,000.00
Flock Safety LPR Flex, fka Falcon Flex	4	$3,500.00	$0.00	$14,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services: https://planner.flocksafety.com/public/6e8a4514-5ff6-4045-8832-7d68a218b922

Subtotal:	**$354,100.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$354,100.00**

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:
Flock Group Inc
PO Box 121923
Dallas, TX 75312-1923

Or

If sending via UPS, FedEx or USPS:
Flock Group Inc
891923
885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: FL - Fort Pierce PD

Invoice # INV-86488

Amount Due: **$354,100.00**

Amount Enclosed: $_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-86488
Invoice Date:	2/9/2026
Due Date:	3/11/2026
Payment Terms:	Net 30
PO#:	00250291

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-86488 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:
Flock Group Inc
PO Box 121923
Dallas, TX 75312-1923

Or

If sending via UPS, FedEx or USPS:
Flock Group Inc
891923
885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: FL - Fort Pierce PD

Invoice # INV-86488

Amount Due: **$354,100.00**

Amount Enclosed: $_____

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, OCTOBER 21, 2024.

1. CALL TO ORDER

Mayor Hudson called the October 21, 2024, Regular Meeting of the City of Fort Pierce to order at 5:05 P.M.

2. OPENING PRAYER

Jamal Mosley, Interim IT Operations Manager.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

a. Approval of the Minutes from the October 7, 2024 Regular Meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the minutes of the October 7, 2024 Regular Meeting.

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

Passed

6. PROCLAMATIONS

a. Red Ribbon Week

b. Gullah Geechee Month

c. Government Week

7. LETTERS TO COMMISSION

8. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

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

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

Passed

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

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

No comments

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval of Continuing Contract for Landscape Architecture to Inspire Placemaking Collective of Orlando, Florida pursuant to RFQ No. 2024-005.

b. Approval of Letter of Engagement with GrayRobinson, P.A. for Governmental Consulting Services

c. Approval of travel for Commissioner Arnold Gaines to attend the Florida League of Cities Legislative Committee meeting in Orlando, Florida from November 07, 2024, to November 08, 2024, in the amount of $413.89.

d. Approval of travel for Commissioner Curtis Johnson to attend the Florida League of Cities Legislative Committee meeting in Orlando, Florida from November 07, 2024, to November 08, 2024, in the amount of $413.89.

e. Approval of travel for Mayor Linda Hudson to attend the Florida League of Cities Legislative Committee meeting in Orlando, Florida from November 07, 2024, to November 08, 2024, in the amount of $413.89.

f. Approval to piggyback Florida Sheriff's Association Contract No. FSA23-VEH21.0: Heavy Trucks and Buses (bid effective from October 1, 2024 through September 30, 2025), Specification No. 26, for purchase of a Ford F550 4X2 and Versalift from Duval Ford, Jacksonville, F, in accordance with the attached quote, for the amount not to exceed $164,770.26.

g. Approval to renew the current Flock Safety for Automatic License Plate Readers for five years in the amount of $81,500.00 annually, for a total cost not to exceed $407,500.00.

h. Approval of the Flock Safety agreement that will expand services with a first-year cost of $409,350.00 and years two through five costs of $354,100.00, for a total not to exceed $1,825,750.00.

i. Approval of an individual vendor Purchase Order #240100 increased in FY2024 for Gall's in the amount of $18,852, for a total not to exceed $68,852.

j. Approval of the Communitywide Council's recommendation to award three (3) Small Business Grants in the amount not to exceed $5,000.00 each to the Learning Tree Academy Premier Gift Baskets Design and Secure Labs.

Commissioner Gaines commented on item 11j
Commissioner Curtis Johnson pulled items 11g and 11h.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve items 11a-11f and items 11i and 11j of the Consent Agenda.

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

Passed

As to item 11g
The Commission inquired on the outcomes of investing in this equipment, where the funds are coming from and commented on the benefits of the service to make the City safer.

Captain Jason Braun, Fort Pierce Police Department, commented on the license plate reader system and expounded on the Flock Safety system.

Acting City Manager, Linda Cox commented that the funds come from the general account.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve item 11g of the Consent Agenda.

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

Passed

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

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

Passed

12. PUBLIC HEARINGS

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

a. Legislative Hearing - Ordinance 24-041 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. FIRST READING.

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 24-041
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT

PIERCE, FLORIDA; PROVIDING FOR A MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Shyanne Harnage, CRA Administrator, provided an update on the impact fee moratorium within urban infill and redevelopment areas.

The Commission commented on the success of the program, inclusion and partnerships with the County, the Treasure Coast Building Association, impact fees, and market rate housing,

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 24-041.

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

Passed

13. CITY COMMISSION

a. Resolution 24-R51 appointing members to serve on the Communitywide Council.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 24-R51
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITYWIDE COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 24-R51 appointing Wesley Sands Jr., Ella Hodge-Wimes, and Betty Jo Starke.

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

Passed

b. Resolution 24-R55 appointing members to serve on the Civil Service Appeals Board.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 24-R55
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.

Acting City Manager, Linda Cox commented that a clear vote is required for the term lengths.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution 24-R55 appointing David Hewitt with a two-year term regular seat, April Nixon with a two-year term and an alternate seat, Thora A. Moore with a one-year term regular seat, and James E Lilly with a one-year term and an alternate seat.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

No comments

15. COMMENTS FROM THE CITY MANAGER

a. Report

Acting City Manager, Linda Cox provided an update on storm debris cleanup, impacts to city facilities, Brightline, City Government Week and the chili cook off.

Records Management Coordinator, Tina Rel - No comments

City Attorney, Sara Hedges - No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines commented on public works hard work cleaning up after the storm.

Commissioner Broderick commented on the meeting with Brian Mast.

Commissioner Curtis Johnson commented on debris pick up, requested an estimation of the clean up timeline, and communication with the public on clean up, election season and thanked public works for speedy clean up of an early morning garbage spill.

Commissioner Jeremiah Johnson thanked public works and the first responders, commented on the new street sweeper, and that the City is working for the people.

Mayor Hudson commented on a job well done by public works, touring Spanish Lakes, and early voting.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 6:27 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

Docusign Envelope ID: 77A33664-A593-4F79-A0B2-179249197A44

Flock Safety + FL - The City of **Fort Pierce**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jason Boutselis
jason.boutselis@flocksafety.com
+18139046145

flock safety

Docusign Envelope ID: 77A33664-A593-4F79-A0B2-179249197A44

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	FL - The City of Fort Pierce	Initial Term:	60 Months
Legal Entity Name:	FL - City of Fort Pierce	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	920 S Us Highway 1 Fort Pierce, Florida 34950	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$354,100.00**
Flock Safety Flock OS			
FlockOS® Elite Package	Included	1	Included
Flock Safety Bundles			
Dual Solar Condor ™ Fixed	Included	3	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	37	Included
Flock Safety Falcon ® Flex	Included	4	Included
Flock Safety Video Products			
Flock Safety Wing ™ VMS	Included	100	Included
Flock Safety Condor ™ PTZ w/ LTE Service	Included	38	Included
Flock Safety Audio Products			
Flock Safety Raven ® - 1mi	Included	1	Included
Flock Safety Raven ® - 1/4mi	Included	1	Included
Flock Safety Raven ® - 1/2mi	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	37	$24,050.00
Condor Professional Services - Standard Implementation Fee	$750.00	38	$28,500.00
Professional Services - Bundle Implementation Fee	$900.00	3	$2,700.00

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Subtotal Year 1:	$409,350.00
Annual Recurring Subtotal:	$354,100.00
Discounts:	$2,500.00
Estimated Tax:	$0.00
Contract Total:	$1,825,750.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$409,350.00
Annual Recurring after Year 1	$354,100.00
Contract Total	$1,825,750.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$2,500.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS® Elite Package	Distinguishing itself from traditional brick-and-mortar real-time crime centers (RTCCs) and other cloud-based solutions, FlockOS® Elite is scalable and community-powered, offering a versatile, cloud-based RTCC platform.
Flock Safety Wing ™ VMS	Integrates video streams into Flock OS for enhanced situational awareness
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Condor ™ PTZ w/ LTE Service	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Flock Safety Raven ® - 1mi	Raven Audio detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Condor Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Falcon ® Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Raven ® - 1/4mi	Raven Audio detection - 1/4 mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.
Flock Safety Raven ® - 1/2mi	Raven Audio detection - 1/2 mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.
Dual Solar Condor ™ Fixed	Law enforcement grade dual live streamed Solar powerd Fixed cameras with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Condor ™ Fixed	Law enforcement grade dual live streamed Solar powerd Fixed cameras with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.

FlockOS Features & Description

FlockOS Features	Description
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase Wing.
Custom Map Layers	The FlockOS® Map is powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data.
Axon BWC (Body Worn Camera) Locations	Locate patrol officers and their BWC device statuses in one unified map view, optimizing coordination and response times.
Map PDF Attachments	
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
Automatic Vehicle Location (AVL) Connection	Boost situational awareness by displaying the Automatic Vehicle Location of patrol vehicles or other assets. This feature ensures resources are effectively allocated and response times are minimized.
Computer Aided Dispatch (CAD) Connection	Seamlessly incorporates your CAD system into FlockOS®. This crucial connection ensures that calls-for-service, locations, and actionable intelligence are displayed side-by-side, driving efficient call resolutions.
Floor Plans	Equip officers with detailed indoor layouts by layering building floor plans on the interactive ESRI-based map, enhancing tactical decision-making during incidents.
Drone Video Integration	Access live drone video feeds, locations, and device statuses in one unified map view, increasing situational awareness and driving safe responses to critical incidents.
FirstTwo Connection	Law enforcement agencies that already have an account with FirstTwo can enhance their Map by integrating vital intelligence to drive more informed responses. When there's an incident, like a License Plate Recognition (LPR) alert or a Computer Aided Dispatch (CAD) Call for Service, FlockOS will show markers on the buildings near the incident. By clicking on a building marker, information about the residents in that building will be displayed. This includes their names, ages, addresses, and a link to FirstTwo for phone numbers and additional details.
Regionalization Support	Enhance collective response and communications across your geographical region by pooling resources,

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	technology, and intelligence. With FlockOS® Elite, you can share integrated CAD systems and cameras with neighboring agencies to coordinate quick responses to emerging threats and crime patterns, creating a safer community for residents in your broader area while maximizing resources.
Real-Time Routing	Promote safety by utilizing camera streams and vehicle history to predict a vehicle's direction of travel, minimizing the risks associated with vehicle pursuits.
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security.

Docusign Envelope ID: 77A33664-A593-4F79-A0B2-179249197A44

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 10/28/2024

Customer: FL - City of **Fort Pierce**

By: Linda Hudson

Name: Linda Hudson

Title: Mayor

Date: 10/31/2024

PO Number:

City Commission Regular Meeting - 5:05 PM **11. E.**

Meeting Date: 04/06/2026

Re: Approval of Settlement of Opioid Litigation and Authorization for the Mayor to Execute the Combined Participation Form for Six Remnant Defendants

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Approval of the settlement of the City's opioid litigation against six (6) Remnant Defendants and authorization for the Mayor to execute the Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form").

SUMMARY:

On August 2, 2021, the City Commission passed Resolution 21-R44 approving participation in the settlement of a nationwide class action lawsuit against the makers and distributors of certain opioid drugs. The next step in the settlement process is the execution of participation forms/agreements. The participation forms/agreements release all claims against the settling defendants in exchange for the payment of settlement funds. Such funds will be distributed to Fort Pierce in accordance with regional and statewide agreements. This Combined Participation Form approves and authorizes the settlement of the City's opioid litigation against six (6) Remnant Defendants: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Staff will proceed as directed.

COORDINATED WITH:

Richard Chess, City Manager
Johnna Morris, Finance Director

Fiscal Impact

OTHER INFORMATION:

The City may receive funds from this settlement.

Attachments

Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

EXHIBIT G

Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).

2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/*.

4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.

8. The Governmental Entity has the right to enforce the RDSA as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.

11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

City Commission Regular Meeting - 5:05 PM **11. F.**

Meeting Date: 04/06/2026

Re: RFP 26-021 Strategic Planning Consulting Services

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Award for RFP 26-021 Strategic Planning Consulting Services to Berry, Dunn, McNeil & Parker, LLC, as highest ranked respondent and authorize staff to enter into contract negotiations for final approval by City Commission.

SUMMARY:

The City of Fort Pierce issued Request for Proposals 26-021 seeking qualified consulting firms to lead the City's comprehensive Strategic Plan update. The scope includes developing strategic direction and resource alignment, establishing measurable outcomes, conducting stakeholder engagement, reviewing organizational and operational performance, collaborating with executive leadership, and facilitating workshops with City Commission and staff. Deliverables include a full Strategic Plan for 2026–2031–2041, along with supporting documents such as the Action Agenda, Executive Summary, Performance Report, Leader's Guide, and Plan in Brief.

The City received eight proposals in response to the solicitation. An evaluation committee reviewed and scored all submissions based on qualifications, project team and capacity, project understanding and methodology, work plan and schedule, and cost.

Following evaluation, Berry, Dunn, McNeil & Parker, LLC received the highest overall ranking with a total score of 275 points.

RECOMMENDATION:

Staff recommends that the City Commission authorize staff to enter into negotiations with Berry, Dunn, McNeil & Parker, LLC, the highest ranked respondent to RFP 26-021. Upon successful negotiation of a contract, staff will return to the City Commission for approval of a final agreement.

ALTERNATIVES:

Do not authorize negotiations. Staff would then seek direction on whether to begin negotiations with the next highest ranked firm or re-issue the RFP.

RESPONSIBLE STAFF:

Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

Purchasing
Evaluation Committee:

- Linda Cox, City Clerk
- Johnna Morris, Finance Director
- Jared Sorensen, Human Resources Manager

Fiscal Impact

Fiscal Year:	2026
Account:	0016000-534900
Amount:	$49,800 (TBD)

OTHER INFORMATION:

The total project cost will be finalized through the negotiation process and presented to the City Commission for final contract approval.

Attachments

RFP 26-021
Recommendation to Award Form
Berry, Dunn, McNeil & Parker LLC Submittal
Cumulative Scoring Matrix
Bid Tabulation

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Proposal Writer: Gelencia Carter, 772-467-3102	RFP NO: 2026-021
Pre-Qualification Conference Time & Date: N/A	RFP Title: STRATEGIC PLAN CONSULTING SERVICES
Pre-Qualification Conference Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Proposal Due Date & Time: 11:00 AM, WEDNESDAY, JANUARY 21, 2026	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Proposer Name: ---------- Mailing Address: ---------- ---------- ----------	*I hereby certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to a Proposal by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, ARO
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Proposal Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Proposal " state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

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PUBLIC NOTICE

REQUEST FOR PROPOSAL NO. 2026-021

ALL INTERESTED PARTIES:

The City of Fort Piece, Florida hereinafter referred to as CITY, will receive sealed proposals at the office of the Purchasing Division, City Hall, 1st Floor, 100 North U.S. Highway 1, Fort Pierce, FL 34950 for the services described below:

Strategic Plan Consulting Services

Sealed proposals must be received, and time stamped in by the Purchasing Division, either by mail or electronically, no later than 11:00 AM, local time on Wednesday, January 21, 2026. Any proposals received after 11:00A.M. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is received will be resolved against the Offeror.

Copies of the RFP will be available on the City website at www.cityoffortpierce.com/187/Purchasing-Divison or and on Euna Open Bids (formerly Demandstar) at www.demandstar.com.

CITY reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award in whole or in part to one or more offerors, or take any other such actions that may be deemed to be in the best interests of the CITY.

SECTION I

GENERAL CONDITIONS

1. **GENERAL INFORMATION**

These documents constitute the complete set of specification requirements and Proposal forms. All Proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of the Proposal opening, the Proposal number and title. Proposal not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal , the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their Proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO THIS INVITATION TO PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposal / Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. **DELAYS**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by written addendum.

3. **EXECUTION OF PROPOSAL**

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposer Acknowledgment and on the Proposal/Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposal must be typed or legibly printed in ink. All corrections made by Proposal der to any part of the Proposal document must be initialed in ink. The original Proposal conditions and specifications cannot be changed or altered in any way. Altered Proposal will not be considered. Clarification of Proposal submitted shall be in letter form, signed by Proposers and attached to the Proposal .

4. **NO PROPOSAL**

If not submitting a Proposal , respond by returning only the Proposer Acknowledgment form, marking it "No Proposal ," and give the reason in the space provided.

5. **PROPOSAL OPENING**

Shall be public, at the address, date, and time specified on the Proposer Acknowledgment form. The Proposal time must be and shall be scrupulously observed. Under no

circumstances shall Proposal delivered after the time specified be considered; such Proposal will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any Proposal . It is the Proposers' sole responsibility to assure that his/her Proposal is complete and delivered at the proper time and place of the Proposal opening. Proposal , which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A Proposal may

NOT be altered by the Proposer after opening of the Proposal . Proposal tabulations will be furnished on the web site: https://www.cityoffortpierce.com/957/Proposal -Tabulations

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, Proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly.
b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and Proposer's total offer will be corrected accordingly. Proposal having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.
b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; Proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries

unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the Proposal specifications.

11. NO ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this Proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal , failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 11. No person is authorized to give oral interpretations of, or make oral changes to, the Proposal . Therefore, oral statements given before the Proposal opening will not be binding. Any interpretation of or changes to the Proposal will be made in the form of a written Addendum to the Proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their Proposal .

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a Proposal directly from the City Purchasing Division. All Proposers should contact the City at least seven (7) calendar days before the Proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the Proposal as unresponsive. The City shall not be responsible for providing said addendum to Proposers who receive Proposal packages.

13. ADDENDUMS

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all Proposers who received a Proposal package from the City Purchasing

Division. Proposers who obtain Proposal Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have failed to submit a Proposal without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the Proposal as acknowledgment of addendums from other sources.

14. DISPUTES

Any Proposer who disputes the Proposal selection or contract award recommendation shall file such dispute according to the Proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposed. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORKPLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more Proposal which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the city procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because

they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in Proposal received, and may, at its sole discretion, request a Proposal . Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. TIE BREAKERS

Preference must be given to vendors submitting a certification with their Proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows: Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more Proposal which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie Proposal will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
b. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
c. Impose a sanction on or require satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
d. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

e. In the event of any tie between contractors that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who will be awarded the contract or receive the first opportunity to negotiate, as applicable.

23. CONTRACTUAL AGREEMENT AND/OR PURCHASE ORDER

The terms, conditions, and provisions in this Invitation to Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, FL.

24. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

25. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

26. ADVERTISING

In submitting a proposal , Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

27. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

28. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH (O.S.H.A.)

Proposer certifies that all material, equipment, etc., contained in his/her Proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply

with the requirements shall be borne by the Proposer.

29. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a Bonafide place of business and is a responsible Proposer.

30. REPRESENTATION

A Proposer must have at the time of Proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product Proposal , capable of producing or providing items Proposal , and so certified upon request.

31. DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal submittal will be cause for rejection of all Proposals in which such Proposers are believed to be involved. Any or all Proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposal in which the prices obviously are unbalanced will be subject to rejection.

32. ADJUSTMENTS / CHANGES / DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a Proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval and shall be binding ONLY if issued by the City's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

33. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Insurance Requirements. In the event the Proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposal and rescission of any ensuing contract.

34. PUBLIC RECORDS

Sealed Proposal , proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the

Proposal , proposals, or final replies, whichever is earlier.

35. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal . Proposers should prepare their Proposal simply and economically, providing all information and prices as required.

36. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

37. CANCELLATION / REJECTION OF PROPOSAL

This request may be cancelled, and any response, proposer or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City of Fort Pierce. The City reserves the rights pursuant to Section 2-439 (a)(7) of the City Code to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the submission date may or may not be rejected by the City depending on the available competition and the current needs of the City. Reasons for rejection shall be provided upon request by unsuccessful Proposers or offerors.

38. REGISTRATION WITH FLORIDA DEPARTMENT OF STATE

In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Proposer shall be registered with the Florida Department of State, Division of Corporations.

39. RESERVED RIGHTS

a. To be **responsive**, a Proposer shall submit qualifications which conform in all material respects to the requirements set forth in the Proposer / Proposal document. To be a **responsible** Proposer, the Proposer shall have the capability in all respects to fulfill fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The City reserves the right to conduct such an investigation, as it deems necessary to determine the ability of any Proposer to deliver the goods or service requested. This information may be obtained from the Proposer or any credible source. All information requests will be done through the Purchasing Division. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

b. The City may disqualify a Proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the Proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the Proposer is not capable of performing the contract.

c. Unless otherwise stated in this Proposal specification, any contracts resulting from this Proposal are non-exclusive. The City reserves the right, in its sole opinion, to purchase

goods or services listed in this Proposal through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The City reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

d. If any contract awarded as a result of this Proposal is terminated, the City reserves the right to go to the next lowest responsive Proposer with the balance of the contract, unless otherwise stated in the Proposal specification.

40. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with Proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all Proposal received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to the following:

a. City of Fort Pierce Ordinances

b. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed Proposal received by the City.

c. It shall be the responsibility of the Proposer to ensure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

d. **Pursuant to this solicitation, the responses are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until the agency provides notice of a decision or intended decision in accordance with s. 119.071(2), or within 30 days after the Proposal opening, whichever occurs first.**

41. PROFESSIONAL STANDARDS

a. The successful Proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

b. In the event the successful Proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

c. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

d. The successful Proposer warrants that it has not employed or retained any company or person, other than a Bonafide employee working solely for the successful Proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a Bonafide employee working solely for the successful Proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at its discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

e. Performance of Contract Holder it is understood and agreed that the City will not permit or authorize contractors to perform less than 51 percent of the contract.

42. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a Bonafide employee working solely for the Proposer to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a Bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

43. REQUEST FOR ADDITIONAL INFORMATION

The Proposer shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate. During the Proposal evaluation, the City of Fort Piece reserves the right to request additional written information to assist in the evaluation of these qualifications.

44. ACCURACY OF PROPOSAL

Any Proposer which submits in its Proposal to the City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL OPENING

Proposals are due on or before **11:00AM, WEDNESDAY, JANUARY 21, 2026**

2. SUBMISSION OF PROPOSALS

Proposal response may be submitted as hard copy or electronically. Any proposals received after the designated time and date listed above will be returned unopened. Please see below instructions for submitting your RFP response.

2.1 OPTIONS FOR ELECTRONIC SUBMISSIONS

- Via Demandstar Website, (www.demandstar.com) Electronic Proposal (E-Proposal). Instructions are provided, see Related Documents section for this Proposal on the City's website, . https:// www.cityoffortpierce.com/Proposal .aspx?CatID=17
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 11:00AM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

2.2 HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to the address below.

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Proposal Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the below address.

Proposals mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Proposal must be received and accepted in the Purchasing Division before the Proposal closing date and time.

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

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

Copies of official Proposal / Proposal documents issued by the city are available electronically from the Purchasing Division by email request to **purchasing@cityoffortpierce.com** or on the following websites: Demandstar (**www.demandstar.com**) and the web site of the City of Fort Pierce (**http://www.cityoffortpierce.com/187/Purchasing**).

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with **Section 2-439 (a) (2)d** of the City of Fort Pierce Code of Ordinances, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A list of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public viewing only after contract award.**

3. INQUIRIES/QUESTIONS

All inquiries must be in a written format and addressed to Shyanne Harnage, Director of Community and Economic Development with a copy to the Purchasing Division by January 14, 2026, at 5:00PM.

TO
Shyanne Harnage
Director of Community & Economic Development
100 North U.S. Hwy 1
Fort Pierce, FL 34954-1480
Email: sharnage@cityoffortpierce.com

COPY
Gelencia Carter
Purchasing Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950
Email:purchasing@cityoffortpierce.com

4. SUBMITTAL REQUIREMENTS (PASS/FAIL)

It is not necessary to return the entire document with your bid response; the documentation outlined below requires signatures or contains requested information that is needed for your submission.

- Completed Invitation to Bid Cover Page
- Any documentation requested in the **Statement of Work, Section III.**
- Certificate of Use, required for businesses within the city limits of the City of Fort Pierce. (See item number 9 below)
- Business Tax Receipt, required for businesses located outside of the city limits of the City of For Pierce (See item number 10 below)
- All required forms. See **Required Forms, Section IV**.
- Attachment A – Price Proposal

5. PROOF OF INSURANCE (PASS/FAIL)

The Proposer shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which shall be determined by the City. Additionally, any subcontractor hired by the Proposer for this contract shall provide insurance coverage as well. The City shall be named “additional insured” under the appropriate policies. Refer to the attached sample insurance certificate.

Proposer shall submit a Certificate of Insurance (photocopy acceptable) indicating proof of Proposer's current coverage (current policy).

- The awarded Proposer is also required to provide the City of Fort Pierce with proof of insurance for all subcontractors, if applicable.
- Additionally, the Proposer must be the policyholder for all insurance coverage that will be provided by the successful Proposer.

6. ADMINISTRATIVE REVIEW BASED ON (PASS/FAIL) CRITERIA

Proposal will undergo an initial review, or a PASS/FAIL determination, where indicated; To verify that mandatory requirements are met . Failure to meet mandatory requirements may result in the rejection of the Proposal .

7. TIME EXTENSION AND CONTINUATION OF WORK

7.1. TIME EXTENSION

The City may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

7.2. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful Proposer, continue until completion at the same rates, terms and conditions. This must be approved in advance by the Purchasing Manager, or designee.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (PASS / FAIL)

The Proposers will be required to return a completed W-9 Taxpayer Identification Form with your submittal.

9. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all Proposers who received a Proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have failed to submit a Proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not

received. Latest addendum shall be signed and returned with the Proposal as acknowledgment of addendum.

10. LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida and the City of Fort Pierce prior to signing a contract. Should the Proposer not be able to obtain licenses and certifications, then contract negotiations will be terminated. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, the City of Fort Pierce, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.

11. PROPOSAL PREPARATION COST

The cost to prepare the proposal in its entirety shall be the full responsibility of the Proposer.

12. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

13. INDEMNIFICATION

The parties recognize that the Proposer is an independent Contractor. Proposer agrees to assume liability for and indemnify, hold harmless, and defend The City of Fort Pierce, its commissioners, mayor, officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the Proposer, its officers, employees, agents, and representatives. Proposer's liability hereunder shall include all attorney's fees and costs incurred by The City of Fort Pierce in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against the City of Ft. Pierce and the Proposer hereby waives its entitlement, if any, to immunity under Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City of Fort Pierce may have under the doctrine of sovereign immunity or Florida Statutes.

14. ACCURACY OF QUALIFICATION INFORMATION

Any Proposer which submits in its proposal to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

15. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a Bonafide employee working solely for the Proposer to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a Bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, the City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

16. CONTRACTOR'S AUTHORIZED SIGNATURE.

The Proposal shall be signed by an official authorized to bind the contractor in a contractual agreement. The contractor shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the contractor. It is also necessary that the name of a contact individual be given to those who can respond to questions generated during the evaluation process.

17. NOTIFICATIONS

The City of Fort Pierce official website for notices, Proposal , addendums, and other documents is located at https://www.cityoffortpierce.com . Proposers are also advised that www.demandstar.com is one of the City's sourcing methods of notices, addendums, Proposal ,and other documented communications for the procurement process. The City is not under any obligation and does not guarantee that Proposers will received email notifications concerning the posting, amendment or close of solicitations. Proposers are responsible for checking www.demandstar.com or https://www.cityoffortpierce.com for information and updates concerning solicitations or contract the Purchasing Division.

18. CONE OF SILIENCE

The City observes a cone of silence and policies for ethical and professional behavior on all advertised solicitations. Potential Proposers and their agents must not communicate in any way with the City Commission, City Manager or the City Staff other than the Purchasing Manager in reference to or relation to this solicitation. This restriction is effective from the time of Proposal advertisement until an award is made by the City Commission. Such communication may result in disqualification.

SECTION III

STATEMENT OF WORK

INTRODUCTION

The City of Fort Pierce is committed to maintaining a clear and actionable Strategic Plan that guides the City Commission, administration, and departments in achieving long-term goals and delivering high-quality services to the community. To that end, the City seeks a qualified consultant to lead the process of updating its Strategic Plan to reflect current priorities, emerging challenges, and community aspirations.

SCOPE OF SERVICES

The scope of services, developed in collaboration with the consultant, shall at a minimum include the following activities and focus areas:

1. **Strategic Direction and Resource Alignment**
   Develop a strategic planning document that outlines key focus areas, goals, and priorities to guide annual budget appropriations. This includes providing directions for budget development and capital project planning.

2. **Measurable Outcomes and Accountability**
   Establish specific, measurable benchmarks and deliverable actions to measure the City's progress toward achieving its goals. Execution of the plan is tracked via a "Route for Next Year" and subsequent Progress Matrix or Status Reports.

3. **Stakeholder Engagement**
   Conduct background interviews with the Mayor, City Commission members, and City Manager, to gain background, identify key issues, and focus workshop topics. The plan may also incorporate an optional Citizen Summit or Community Conversation to solicit candid input from residents and stakeholders on community perceptions and critical issues facing the City.

4. **Organizational and Operational Review**
   Analyze existing City organizational strategies and performance. This includes reviewing past accomplishments and utilizing Department Head feedback to assess departmental successes, major challenges, current management activities, and short-term priorities.

5. **Executive Collaboration**
   Work closely with the Fort Pierce City Commission and City Manager to define the strategic planning process, deliverables, activities, and timelines. Interviews will specifically identify and discuss current issues and opportunities on the horizon.

6. **Foundational Principles and Strategic Framework**
   Define the City's fundamental values and guiding principles that will shape strategic decision-making. Construct the Strategic Framework anchored by our core beliefs to establish the foundation for organizational conduct and performance expectations.

7. **Work Plan and Facilitated Workshops**
   Implement a comprehensive work plan involving intensive internal participation, conducted through a series of facilitated workshops. Including:

   - **Strategic Planning Workshops I and II for the Management Team** (e.g., full-day sessions focused on vision review, goal setting, and action item planning.
   - **Leadership and Strategic Planning Workshop I and II for the Mayor and City Commission** (e.g., sessions focused on vision, mission, goal development, plan drafting, refinement, and finalization of the 2026 Action Agenda).

DELIVERABLES

The consultant will produce a draft strategic plan, participate in review sessions, and deliver a final Strategic Plan that includes:

a. **Vision and Mission Statements:** Assist in defining the City's long-term Vision and Mission Statement, articulating its core purpose and operational principles.
b. **Strategic Goals and Action Agenda:** Develop a comprehensive strategic framework that includes a Five-Year Plan, Ten-Year Plan, and Fifteen-Year Plan (e.g., 2026–2031, 2031–2036, and 2036–2041) to achieve the City's Vision and Strategic Goals. Include the identification of measurable short-term, mid-term, and long-term goals, along with corresponding action items, timelines, and performance indicators. The plan should clearly define annual targets and establish a roadmap for sustained progress over each planning horizon.
c. **Annual Priorities and Resource Guiding:** Produce the Action Agenda for the current year (e.g., 2026), which includes:
   - A **Policy Agenda** (Top "10" list of Top and High Priority policy-related actions for the Mayor and City Commission).
   - A **Management Agenda** (Top "10" list of Top and High Priority management or administrative actions for the current year, 2026).
   - Detailed **Action Outlines** for prioritized actions, including key issues, activities, milestones, time frames, and responsible parties.
d. Final Reports and Supporting Documents: Deliver the final Strategic Plan 2026-2031-2041 document along with the supporting documents:
   - Action Agenda 2026
   - Executive Summary 2026-2031-2041
   - Performance Report 2025
   - Leader's Guide 2026
   - Plan in Brief 2026-2031-2041.

PROJECT TIMELINE

- **Project Kickoff:** February 2026
- **Strategic Planning Workshops:** February 2026

- **Draft Strategic Plan:** March 2026

CONSULTANT QUALIFICATIONS

Proposers should demonstrate:

- Proven experience in municipal strategic planning and facilitation.
- Familiarity with local government operations and policy development.
- Strong writing, design, and project management skills.
- A portfolio of similar work with other cities or public agencies.

PROPOSAL REQUIREMENTS

Proposals shall be concise, well organized, and address all requirements outlined below. Proposals that do not include all required information may be deemed non-responsive.

1. Cover Letter

- Briefly introduce the firm and identify the primary contact.
- Include a statement confirming the firm's understanding of the project and commitment to the proposed schedule.
- Identify the individuals authorized to make representations or negotiate on behalf of the Proposer (including titles, phone numbers, and email addresses).

2. Firm Profile and Qualifications

- Legal name, address, and years in business.
- Description of the firm's background and experience in municipal strategic planning, facilitation, and organizational assessment.

3. Project Team and Key Personnel

- Identification of the project manager and key team members who will be assigned to the project.
- Resumes highlighting relevant experience, particularly with local governments, and elected bodies.
- Description of each team member's role and level of involvement.
- Statement confirming availability of proposed staff throughout the project duration.

4. Relevant Experience and References

- Description of at least three (3) comparable projects completed within the last five (5) years, preferably for municipalities or public agencies.
- For each project, include:
  - Client name and location
  - Scope of services
  - Project timeline
  - Roles of team members
  - Outcomes and deliverables

- Provie a minimum of three (3) professional references, including phone number and email address. These references will be contacted directly by the City of Fort Pierce at their sole discretion.

6. Project Approach

- Demonstrate understanding of the City of Fort Pierce's goals, organizational structure, and strategic planning needs as described in the Scope of Services.
- Describe the proposed methodology for developing the Strategic Plan, including:
    - Stakeholder engagement
    - Facilitation approach
    - Integration of measurable outcomes and accountability tools
    - Alignment with budget development and capital planning
- Identify any optional enhancements or best practices that would add value to the process.

7. Work Plan and Schedule

- Detailed work plan outlining major tasks, milestones, and deliverables consistent with the City's anticipated timeline.
- Proposed schedule for interviews, workshops, draft review, and final deliverables.
- Identification of City staff roles and anticipated level of participation.

8. Deliverables

- Confirmation of the ability to deliver all required deliverables outlined in the Scope of Services.
- Description of format, design, and usability of final documents (print-ready and digital).
- Approach to revisions, review cycles, and final adoption support.

9. Cost Proposal / Fee Schedule

- Detailed cost proposal including:
    - Total project cost
    - Itemization by tasks, phases, or deliverables
    - Any reimbursable expenses
- Identify any optional services or value-added services with associated fees, if applicable
- Costs shall be inclusive of all labor, materials, travel and overhead unless otherwise noted.

10. Additional Information

Proposers may include any supplementary information that demonstrates the firm's capabilities or enhances the proposal, such as sample work products, project schedules, or letters of support.

EVALUATION CRITERIA

A selection committee appointed by the City of Fort Pierce will evaluate proposals submitted. Proposals will be evaluated in accordance with weighted criteria listed below. The City reserves the right to request additional information, conduct interviews, or negotiate with one or more proposers.

Evaluation Criteria	Description	Points
Qualifications	• Demonstrated experience in municipal strategic planning and facilitation. • Experience working with elected officials, executive leadership, and department heads. • Quality and relevance of past projects and references.	30
Project Team and Capacity	• Qualifications, experience, and availability of the proposed project team. • Clear roles and demonstrated ability to manage complex, multi-stakeholder processes.	20
Project Understanding and Methodology	• Demonstrated understanding of the City's objectives, challenges, and planning environment. • Clarity and feasibility of the proposed approach. • Strength of engagement strategy, workshop facilitation, and accountability framework. • Ability to translate strategic goals into actionable, measurable outcomes.	25
Work Plan and Schedule	• Clarity and feasibility of the proposed work plan and timeline. • Alignment with the City's desired schedule and deliverables.	10
Cost Proposal	• Overall cost competitiveness and value. • Transparency and reasonableness of pricing. • Alignment of cost with proposed scope and deliverables.	15
Total		**100**

SECTION IV

REQUIRED FORMS

The forms listed in this section are to be complete and submitted with your proposal.

SUMMARY OF REQUIRED FORMS

Form No. 1 – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (1 page)

The prospective contractor of the project must certify by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Form No. 2 – Drug Free Workplace Certification (1 page)

If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your Proposal package. If your company has a Program, sign and return the form.

shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (3 pages)

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposal 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 of CATEGORY TWO for a period of thirty- six (36) months from the date of being placed on the convicted vendor list.

Form No. 3 – E-Verify Affidavit (1 page)

Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Form No. 4 – Affidavit Regarding the Use Coercion for Labor or Service (2 page)

The Affidavit must be completed by a person authorized to make this attestation to make this attestation on behalf of the Proposal / Proposer for the purpose of submitting a Proposal, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated Proposal , proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

_____

Name and Title of Authorized Representative

_____

_____ _____

Signature **Date**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal , the employee will proposal by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Proposer's Signature

_____
Date

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

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

by _____
(Print individual's name and title)

for _____
whose business address is _____
(If applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.
   c. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall

   be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the

laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on

this day_____of _____, 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: **STRATEGIC PLAN CONSULTING SERVICES**

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

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Proposal der shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Proposal der Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

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

notarization this _____day of _____, 20____by

_____, who is □ personally known or □ produced identification

(ID produced:_____).

Signature: _____(Seal) NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT A

PRICE PROPOSAL FORM

The rates for each service shall be based on providing the services and associated amenities as per the Scope of Services and including all costs, plus all applicable overhead and profit.

Description of Services	Total Proposal Fee
Total Proposal Fee inclusive of all tasks and deliverables described in the Scope of Services **Proposer shall attach to this page a summary of total project cost broken down by task.** Total proposal fee will be used as the basis for assigning point in evaluation.	$_____

For additional professional services:

STANDARD HOURLY RATE SCHEDULE

Position	Hourly Rate

Proposer's Name: _____

Proposer's Signature: _____ Date:_____

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 3/16/2026

RECOMMENDATION FOR AWARD

Solicitation No: RFP 26-021

Solicitation Title: Strategic Plan Consulting Services

Solicitation Advertisement: December 29, 2025

Solicitation Due Date: January 21, 2026

Award Authority:
- [x] **City Commission**
- [ ] **City Manager**
- [ ] **Purchasing Manager**
- [ ] **Director of Finance**
- [ ] **Planning Board**
- [ ] **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Shyanne Harnage, Director of Community and Ecc

Through:

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

Recommend Vendor(s) Name: Berry, Dunn, McNeil & Parker, LLC

Initial Term Amount: $

Contract Terms, if applicable: TBD

Award is based on the following concurrence (s):

An evaluation committee reviewed and scored all submissions based on qualifications, project team and capacity, project understanding and methodology, work plan and schedule, and cost. Following evaluation, Berry, Dunn, McNeil & Parker, LLC received the highest overall ranking with a total score of 275 points.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Proposal Writer: Gelencia Carter, 772-467-3102	**RFP NO: 2026-021**
Pre-Qualification Conference Time & Date: **N/A**	**RFP Title: STRATEGIC PLAN CONSULTING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time: **11:00 AM, WEDNESDAY, JANUARY 21, 2026**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.**
Proposer Name: Berry, Dunn, McNeil & Parker, LLC **Mailing Address:** 2211 Congress Street	***I hereby certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to a Proposal by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Portland, Maine 04102	**Typed or Printed Name:** Seth Hedstrom
Type of Entity (Select one): **Corporation** ____ **Partnership** X **Proprietorship** ____	**Title:** Principal
Incorporated in the State of: Maine **Year:** 1974	**Delivery in _____days, ARO**
Phone Number: (207) 541-2200	**Payment Terms: Net 30 Days**
Fax Number: (207) 774-2375	**FEIN or SS Number:** 01-0523282
E-Mail Address: shedstrom@berrydunn.com	**Local Business:** ___Y ☑N **MWBE:** ___Y ☑N
Proposal Security is attached, when required, in the amount **of $ _____** **F.O.B. DESTINATION**	**If returning as a "No Proposal " state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

BerryDunn

PROPOSAL

PROPOSAL TO THE:

City of Fort Pierce

REQUEST FOR PROPOSALS NO. 2026-021 FOR:

Strategic Plan Consulting Services

SUBMITTED BY:

Berry, Dunn, McNeil & Parker, LLC
2211 Congress Street, Portland, ME 04102

Seth Hedstrom, Project Principal
Berry, Dunn, McNeil & Parker, LLC
shedstrom@berrydunn.com

Karen Whichard, Project Manager
Berry, Dunn, McNeil & Parker, LLC
karen.whichard@berrydunn.com

Proposal Submitted On:
January 21, 2026, before 11 a.m. EST

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1. Cover Letter

January 21, 2026

City of Fort Pierce
Gelencia Carter, Purchasing Manager
100 North U.S. Highway 1, Fort Pierce, FL 34950

Dear Gelencia Carter and Members of the Selection Committee:

On behalf of Berry, Dunn, McNeil & Parker, LLC ("BerryDunn," "we," "our"), I am pleased to submit this proposal in response to the City of Fort Pierce's (the City's) request for proposals (RFP) No. 2026-021 for Strategic Plan Consulting Services. We have read the City's request and reviewed its terms, conditions, and the contents presented therein. Our proposal is a firm and irrevocable offer valid for 120 days from the submission deadline of January 21, 2026.

As the City will learn more about in the following pages, our firm is a nationally recognized professional services firm headquartered in Portland, Maine, with 10 office locations. We are focused on **inspiring organizations to transform and innovate** and have lived our core values and preserved our reputation for excellence throughout our 51-year history. Our firm's culture is centered on a deep understanding of our clients' commitment to serving the public. We proudly tailor each of our projects to recognize the work our clients do every day. **We care about what we do, and we care about the people impacted by our work—including those at the City and in the Fort Pierce community.**

As further described in key sections of our proposal, we possess several attributes that other proposers would be troubled to match:



Fresh perspective and **hands-on guidance** as the City enters a new phase of leadership and strategic direction



Expert insights from **50+** local government strategic planning projects in the past five years



Regional expertise through key projects in **Florida** and high-growth, coastal communities



Expert-led facilitation to build consensus and translate participants' ideas into an **actionable plan**

We are confident that if we are chosen to partner with the City on this important initiative, the resulting strategic plan will support the City Commission, administration, and departments in reaching their long-term objectives and providing exceptional services to the community. We appreciate the opportunity to propose, and the time and consideration taken by the City to review our submission.

As a principal and leader in our Local Government Practice Group, I can attest to the accuracy of our materials, and I am legally authorized to bind, negotiate, make presentations on behalf of, and commit our firm and our resources. **If you have questions regarding our proposal or updates on the evaluation process, please consider me your primary point of contact and feel free to contact me directly.**

Sincerely,

Seth Hedstrom, PMP®, LSSGB, Principal
Berry, Dunn, McNeil & Parker, LLC
t: 207.541.2212 | **e:** shedstrom@berrydunn.com

BerryDunn is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide services. Berry, Dunn, McNeil & Parker, LLC provides tax, advisory, and consulting services. BDMP Assurance, LLP, a licensed CPA firm, provides attest services.

2. Firm Profile and Qualifications

BerryDunn was formed in 1974 and has 76 principals, 35 owners, and 10 office locations. We have experienced sustained growth throughout our **52-year history.**

We employ more than 990 staff members—including more than 400 in our Consulting Services Team. From extensive project experience for more than 900 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Additionally, our team has experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the City serves.

Our firm provides a full range of professional services—including organizational development, technology planning, business process improvement, cost of service and financial analysis, community services planning, and more—supporting our ability to complete the requested tasks.

With organizational development as a core tenet of our work, we are pleased to offer the following services to benefit the City:

- **Strategic planning**
- Community/stakeholder engagement
- Leadership development
- Executive coaching
- Organizational change management
- Organizational assessment
- Business process improvement
- Performance measurement

Below, we illustrate the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges, addressing opportunities to improve and plan, and carefully considering how our projects impact the organization at the enterprise and departmental levels.

Figure 1: Organization of BerryDunn's Local Government Practice Group



Specialized Expertise of the Enterprise Organizational Development Practice

BerryDunn's dedicated Enterprise Organizational Development Practice offers both an intimate project experience and a national perspective to support our clients' desire to transform and innovate. We recognize how important it is that the City establishes partnership with a firm that understands that work at this level of impact requires a guided hand and a tailored approach to meet them where they are and lead them to where they want to go.

Work of this nature touches all aspects of an organization, including the City's elected officials, staff, stakeholders, community members, and visitors. As such, this initiative requires a layered approach with the attention, guidance, and follow-through to support positive, sustainable, and long-term change.

Our efforts are centered on sound partnership with our clients. We guide projects at various stages and take the time to properly gauge availability and resources to help ensure our clients receive consistent, reliable, and quality service. We support a variety of organizational development initiatives, providing services that include project management, stakeholder and community engagement and analysis, strategic plan development, implementation planning, and progress monitoring, among others.

Relevant Project Experience

Strategic Planning

BerryDunn has been offering strategic planning services for 40 years and has worked with a long list of local government clients. Through this experience, we have assisted a wide range of clients with various services related to those requested by the City.

Below and on the following page, we provide a representative list of clients for whom our project team members have performed similar services in recent years.

- Bloomfield Township, MI
- City of Apopka, FL
- City of Beaverton, OR
- City of Blue Springs, MO
- City of Capitola, CA
- City of Colorado Springs, CO
- City of Cooper City, FL
- City of Creswell, OR
- City of Edgewater, CA
- City of Ennis, TX
- City of Evans, CO
- City of Foley, AL
- City of Gresham, OR
- City of Groveland, FL
- City of Maryland Heights, MO
- City of Menifee, CA
- City of Milton, GA
- City of New Braunfels, TX
- City of Peoria, IL
- City of Port Arthur, TX
- City of Redlands, CA
- City of Santa Monica, CA
- City of St. Charles, IL
- City of Washougal, WA
- City of Waukesha, WI
- City of Wausau, WI
- City of Westminster, CO
- Cumberland County, PA
- Lake County, IL
- Lancaster County, NE
- Lane County, OR
- Marquette County, MI
- Onslow County, NC
- Orange County, NC
- Pitt County, NC
- Santa Clara County, CA
- St. Johns County, FL
- Tompkins County, NY
- Town of Chelmsford, MA
- Town of Holliston, MA
- Vancouver Housing Authority, WA

- City of Homestead, FL
- City of Indio, CA
- City of Janesville, WI
- City of Lauderhill, FL
- City of Margate, FL
- DuPage County, IL
- Erie Housing Authority, PA
- Jefferson County, WA
- Kane County, IL
- Vallejo Flood and Wastewater District, CA
- Village of Northbrook, IL
- Washington County, MN
- Weld County, CO

Commitment to the State of Florida

With BerryDunn, the City will be served by a firm and project team members who have **demonstrated their commitment to the State of Florida (the State)** through similar and other types of consulting engagements. Below, we share our public-sector clients in the State.

- Alachua County
- City of Apopka
- City of Aventura
- City of Boca Raton
- City of Bonita Springs
- City of Boynton Beach
- City of Cape Coral
- City of Cooper City
- City of Coral Springs
- City of Deerfield Beach
- City of Fernandina Beach
- City of Fort Lauderdale
- City of Gainesville
- City of Groveland
- City of Hallandale Beach
- City of Homestead
- City of Largo
- City of Lauderdale Lakes
- City of Lauderhill
- City of Margate
- City of Miami
- City of Miami Beach
- City of Melbourne
- City of New Smyrna Beach
- City of North Lauderdale
- City of Orlando Auditor's Office
- City of Ormond Beach
- City of Palm Coast
- City of Parkland
- City of Port Orange
- City of Port St. Lucie
- City of Sanibel
- City of Sarasota
- City of Sarasota
- City of Tampa
- City of Tarpon Springs
- City of Zephyrhills
- College of Central Florida
- Collier County
- Hillsborough County
- Manatee County
- Martin County
- Miami-Dade County
- Monroe County
- Northwest Florida State College
- Pasco County
- St. John's County
- Suwannee County
- Tampa Port Authority
- Town of Davie
- Town of Jupiter
- Town of Longboat Key
- Treasure Coast Hospice
- University of Florida
- Village of Palm Springs
- Village of Pinecrest
- Village of Royal Palm Beach

We also take pride in our local presence, as we have over 30 employees who reside in the State and/or have worked in State's local government landscape. We will leverage their insights, expertise, and locality when and where it will most benefit the City.

3. Project Team and Key Personnel

Organizational Structure

At BerryDunn, we believe in the synergy that accompanies a team approach. That said, we have carefully assembled a project team with unique and specialized qualifications that coincide with the needs and desired outcomes of the City. **These project team members will remain committed, available, and assigned to perform the City's requested work effort.**

Figure 2 describes the organizational structure of our project team, followed by a listing of project staff. It should be noted we do not intend to subcontract any portion of the City's desired scope of work.

Figure 2: Project Team Organizational Structure



Roles, Responsibilities, and Qualifications

On the following pages, we list our project team members' experience, qualifications, and expertise as they relate to projects of this nature and work with comparable local government clients. Our project team members' full resumes can be found at the end of this section for further review.



Seth Hedstrom, PMP®, LSSGB

Project Principal

Seth is a principal and the leader of our Local Government Practice Group. He brings extensive experience in project management. He has served as project principal on nearly all BerryDunn's organizational development projects and has managed more than 75 enterprise process and technology planning projects over the course of 15 years with BerryDunn. Seth has led our

clients through many of the complex decision points and issue-resolution processes typical of large-scale planning and improvement projects and facilitated effective change. His experience includes providing oversight of strategic planning projects, assessing and documenting current environments, benchmarking with similar organizations, introducing industry best practices, developing recommendations, conducting organizational and operational assessments, and implementing and operationalizing plans and outcomes.

Seth's relevant clients in the State span high-growth and/or coastal communities such as the Cities of Apopka, Cooper City, Groveland, Homestead, Lauderhill, Margate, and Tampa, as well as Collier and Monroe Counties, among others.

As the **project principal**, Seth will maintain overall responsibility for the services provided to the City; help ensure the commitment of our firm and appropriate resource allocation; and review and approve all deliverables in accordance with our quality assurance processes.



Karen Whichard, MPA, Prosci® CCP

Project Manager and Lead Facilitator

Karen is a manager in our Local Government Practice Group and a seasoned public-sector leader with 19 years of experience in both small and large local governments. As a member of the City of Charlotte, North Carolina's Strategy & Budget Department, she provided oversight for operating and capital budgets for functions including housing and neighborhoods, code enforcement, solid waste collections, and the City's water/sewer utility. This work included analyzing budgets and personnel requests for appropriate staffing levels, assessing departmental efficiency and effectiveness, evaluating capital needs, benchmarking city services, and ensuring rates and fees were set to meet cost recovery targets. As assistant town manager for the Town of Davidson, North Carolina, she managed the Town's $14 million public facilities project, as well as $17 million in general obligation bond projects for parks, greenways, and transportation. Part of this work led to the Town's first AAA bond rating.

At BerryDunn, Karen has led strategic planning and organizational assessment efforts for clients throughout the United States. Her relevant clients in the State include the Cities of Apopka, Homestead, Margate, and Sarasota, as well as St. Johns County.

As the **project manager and lead facilitator**, Karen will serve as the City primary point of contact, leading day-to-day project management, staff oversight, and the development of the Project Work Plan and Schedule. She will guide the analysis and development of deliverables; design and support strategic planning sessions and interviews; provide subject matter expertise; and present findings and the final City of Fort Pierce Strategic Plan.



Michelle Graham, MBTI®, CPM, LSSGB

Facilitator

Michelle is a senior consultant in the Local Government Practice Group. She has experience managing and executing various types of projects and initiatives while maintaining a constant focus on organizational development and human capital management. Prior to joining BerryDunn, Michelle held various leadership roles for the City of Pearland, Texas, for more than 20 years. Her experience includes six years of as director of human resources and more than 15 years of parks and recreation leadership. She has a proven track record in employee retention and has earned multiple departmental and individual awards for her initiatives. She utilizes her professional skills, abilities,

ethics, experience, and education to focus on the clients' needs and provide for meaningful work. Michelle's relevant clients in the State include the City of Sarasota.



Lauren Brown, MPA

Facilitator

Lauren is a senior consultant in BerryDunn's Local Government Practice Group with over 12 years of experience in municipal consulting. As co-founder of a utility consulting firm, she has led dozens of complex software system implementations, software integrations, and organizational change initiatives. Lauren excels in project management, process optimization, and strategic planning to help clients improve service delivery. Lauren is passionate about resource conservation, bringing a problem-solving mindset to every engagement and driving sustainable solutions. Lauren's relevant clients in the State include the City of Tarpon Springs, and well as several other high-growth, coastal communities on the East Coast.

As the **facilitators**, Michelle and Lauren will collaborate with our proposed project manager on the facilitation approach; participate in leadership meetings; facilitate interviews, focus groups, strategic planning sessions, and optional community engagement activities; and contribute to deliverable development.



Juniper Kim

Research Analyst

Juniper is a consultant in our Local Government Practice Group, where she supports strategic planning, community engagement, and organizational change initiatives. With a background in psychology and global affairs and three years of experience in research and analysis, she brings a people-centered approach grounded in strong research and policy analysis skills. Juniper has helped municipalities across the country translate data and stakeholder input into actionable strategies. Leveraging her multilingual communication skills, she strengthens accessible engagement efforts, and her technical skills in analysis tools enable her to deliver meaningful, data-driven insights that support informed decision-making. Juniper's clients in the State include the Cities of Apopka and Homestead.

As the **research analyst**, Juniper will document engagement and strategic planning outcomes; assess the City's current environment; analyze existing data; and research best practices and industry standards.

Additional Support | The BerryDunn Network

BerryDunn's Consulting Services Team includes more than 400 consultants, including more than 90 Local Government Practice Group consultants who specialize in supporting public-sector clients. As needed, our project team will draw on the support of our vast pool of business analysts and subject matter experts. These consultants will provide in-depth knowledge of various aspects of local government and support the project team with efforts related to fact-finding, research, and deliverable development.

Seth Hedstrom, PMP®, LSSGB



Principal | Berry, Dunn, McNeil & Parker, LLC

Seth is a principal and leads BerryDunn's Local Government Practice Group. He has more than 15 years of experience assisting public-sector clients. His experience includes technology planning, organizational needs assessments, system planning and procurement, and the implementation of enterprise-wide information systems. Seth often serves in a leadership role on strategic planning projects and manages and oversees project progress and issue escalation and resolution with executive project sponsors.

EDUCATION, CERTIFICATIONS, AND MEMBERSHIPS

- BS, Business Management, Babson College
- Project Management Professional® (PMP®), Project Management Institute®
- Lean Six Sigma Green Belt Certified
- Diversity and Inclusion Certificate, Cornell University
- Associate Member, Government Finance Officers Association
- Affiliate Member, International City/County Management Association

EXPERIENCE

Strategic Planning: Seth has served as a project principal on dozens of BerryDunn's strategic planning projects across the country. He has overseen the project management, community engagement, strategic planning, and implementation phases of the strategic planning life cycle for a variety of organizations of different sizes, scopes, and complexities.

Project Management: Seth has served in leadership on most of BerryDunn's local government strategic planning projects. He also has managed system selection and IT strategic planning projects for some of BerryDunn's largest local government clients. He helps ensure projects are conducted in a high-quality manner, as well as stay on time and on budget.

Operational and Organizational Assessments: Seth has been involved in numerous operational and organizational assessment projects, which involve current environment analysis, future state planning, and the development of an implementation plan for incremental improvements over a multiyear planning horizon to align with client resources.

Governance and Strategic Decision-Making: Seth has led our clients through many of the complex decision points and issue-resolution processes typical of business process analysis and system assessment and selection projects. He helps clients establish decision-making structures that will guide them as they make decisions based on analysis while also building consensus.

CLIENT LIST

- City of Apopka, FL
- City of Cooper City, FL
- City of Ennis, TX
- City of Foley, AL
- City of Groveland, FL
- City of Homestead, FL
- City of Lauderhill, FL
- City of Margate, FL
- City of Milton, GA
- City of Tampa, FL

Karen Whichard, MPA, Prosci® CCP



Manager | Berry, Dunn, McNeil & Parker, LLC

Karen Whichard is a manager in BerryDunn's Local Government Practice Group. She is a seasoned public sector leader with 19 years of experience in both small and large local governments. Her time with local government organizations ranges from working with a town of 15,000 residents to playing a key role for the City of Charlotte, North Carolina, which is home to nearly 900,000 residents. She boasts a significant track record of successfully building consensus, solving complex problems, and navigating diverse political environments to implement the policy vision of elected bodies.

EDUCATION, CERTIFICATIONS, AND MEMBERSHIPS

- MPA, University of North Carolina Charlotte
- BA, Journalism and Mass Communication, University of North Carolina at Chapel Hill
- Prosci® Certified Change Practitioner
- ICA ToP® Facilitation Methodology

EXPERIENCE

Strategic Planning: Both during her time in the public sector and at BerryDunn, Karen has successfully led the development of strategic plans. For Karen, a successful plan reflects community goals, staff expertise, and elected official policy direction. Each of these components is critical to a plan that is able to be implemented successfully. In addition to the right inputs, Karen's background in city budget development allows her to guide her clients as they integrate plan objectives with budget priorities. During Karen's time with the Town of Davidson, North Carolina, she directed the creation and adoption of the 2020-2021 two-year strategic plan including managing the biennial town board retreat. While working for the City of Charlotte, Karen served as the lead budget analyst for the Strategy and Budget Department. In this role, she contributed to the City's Environmental Focus Area Plan and the Strategic Energy Action Plan.

Organizational Development: Building upon her significant local government expertise, Karen has led successful organizational assessments for BerryDunn clients. She brings a deep understanding of the challenges of local government service delivery, having served both in operating departments and executive management roles. Her ability to connect to staff at all levels as a project manager helps ensure the final recommendations are actionable and relevant to the organization. As assistant county manager for Gaston County, North Carolina, Karen was a member of the executive leadership team. In this role, she helped rebuild the relationship with a key community nonprofit active in child welfare and foster care after years of challenges. She also implemented a change management program to improve workplace culture in the Division of Social Services – Child Welfare Division. Karen reformed the Health & Human Services Division to increase collaboration, promote efficiency, and improve client outcomes.

CLIENT LIST

- City of Apopka, FL
- City of Foley, AL
- City of Homestead, FL
- City of Margate, FL
- City of New Braunfels, TX
- City of Sarasota, FL
- DuPage County, IL
- Lake County, IL
- Metro Nashville and Davidson County, TN
- Orange County, NC
- Onslow County, NC
- Tompkins County, NY
- St. Johns County, FL

Michelle Graham, MBTI®, CPM, LSSGB



Senior Consultant | Berry, Dunn, McNeil & Parker, LLC

Michelle Graham is a senior consultant in the Local Government Practice Group. She has experience managing and executing various types of projects and initiatives while maintaining a constant focus on organizational development and human capital management. Prior to joining BerryDunn, Michelle held various leadership roles for the City of Pearland, Texas for more than 20 years. Her experience includes six years of as director of human resources and more than 15 years of parks and recreation leadership. She has a proven track record in employee retention and has earned multiple departmental and individual awards for her initiatives. She utilizes her professional skills, abilities, ethics, experience, and education to focus on the clients' needs and provide for meaningful work.

EDUCATION, CERTIFICATIONS, AND MEMBERSHIPS

- MS, Recreation and Leisure Studies, Southern Connecticut State University
- BA, Speech Communication, Sam Houston State University
- Member, Public Sector Human Resources Association (PSHRA)
- Member, Society of Human Resources Management (SHRM)

EXPERIENCE

Human Capital Management: During her tenure with BerryDunn, Michelle has provided project management services for numerous public-sector clients, including system selection and implementation projects for both financial and HCM software systems. Michelle initiated employee engagement efforts over three years, resulting in her employer being recognized as a Top Workplace in 2019. Additionally, she kickstarted multiple successful development programs to grow staff through low-cost professional development opportunities. With an eye for growth and career advancement, Michelle has mentored and coached many employees resulting in their growth and career advancement while serving as director of human resources. In addition, she initiated and created multiple engagement opportunities for staff at various levels, including a women's affinity group; a Lean process improvement team; and an employee recognition team. Over the course of two years, she increased the retention rate of seasonal employees from 8.7% to 30.4%.

Strategic Planning: Michelle has engaged staff, citizens, and elected officials through a variety of planning efforts. She has led and facilitated multiple teams through visioning processes at the department level as well as organization wide. She has engaged stakeholders in many planning efforts, initiated affinity groups and training to engage employees in process improvement, and educated elected officials and others in fun and creative ways. Her efforts contributed to her city being recognized as one of the Houston Chronicle's Top Workplaces in 2019. Michelle has also presented on Emerging Leaders to the National Black Forum of City Administrators.

CLIENT LIST

- Marion County, OR
- City of Beaverton, OR
- Sheboygan County, WI
- Lancaster County, NE
- Village of Northbrook, IL
- City of Sarasota, FL
- City of Peoria, IL
- Cumberland County, PA

Lauren Brown, MPA



Senior Consultant | Berry, Dunn, McNeil & Parker, LLC

Lauren Brown is a senior consultant in BerryDunn's Local Government Practice Group with over 12 years of experience in municipal consulting. As co-founder of a utility consulting firm, she has led dozens of complex software system implementations, software integrations, and organizational change initiatives. Lauren excels in project management, process optimization, and strategic planning to help clients improve service delivery. Lauren is passionate about resource conservation, bringing a problem-solving mindset to every engagement and driving sustainable solutions.

EDUCATION, CERTIFICATIONS, AND MEMBERSHIPS

- MPA, Public Management, UNC Wilmington
- BA, Psychology, UNC Wilmington
- American Water Works Association (AWWA)
- North Carolina Rural Water Association (NCRWA)

EXPERIENCE

Local Government and Public Utilities Consulting: Lauren specializes in aligning technology and operations with government priorities. She is the co-founder and vice president of MeterSYS, a utilities consulting firm focused on the selection and implementation of advanced metering infrastructure (AMI) solutions and smart city applications. As such, she is skilled at leading cross-functional teams and managing large-scale projects to modernize service delivery for clients. Her consulting work has driven organizational change, improved operational efficiency, and supported sustainable resource management.

Enterprise System Implementation: Lauren has extensive experience guiding clients through complex technology implementations, including the assessment, procurement, and integration of enterprise systems. With MeterSYS, she has served as lead project manager on more than 40 AMI installations, totaling over $800 million. She is skilled at bridging operational practices with technology, aligning data, processes, and workflows for greater efficiency and her change management expertise helps to ensure smooth transitions, optimized performance, and long-term value for clients.

Research and Analysis: Lauren leverages her strong background in research and analysis to inform strategic decision-making. She has previous experience as a data analyst with DavenportLawrence, a local government consulting and resource augmentation firm, where she directed research and data analysis for over 20 municipal projects. Known for her strategic thinking and strong communication skills, she excels at interpreting data into actionable recommendations and producing comprehensive technical documentation.

CLIENT LIST

- City of Denton, TX
- City of El Monte, CA
- City of Las Cruces, NM
- City of Stillwater, OK
- City of Sunnyvale, CA
- City of Tarpon Springs, FL
- Onslow County, NC
- Pitt County, NC
- Union County, NC

Jaeyoun “Juniper” Kim



Consultant | Berry, Dunn, McNeil & Parker, LLC

Juniper is a consultant in BerryDunn’s Local Government Practice Group. Her background in psychology and global affairs informs her strong commitment to ethical, people-centered policy solutions and community-based change. Drawing on a strong research foundation developed in academic and professional roles, she delivers data-informed insights that help ensure each client engagement reflects both rigorous analysis and the values of the communities served.

EDUCATION, CERTIFICATIONS, AND MEMBERSHIPS

- BA, Psychology and Global Affairs, University of Notre Dame

EXPERIENCE

Strategic Planning and Community Engagement: Juniper has supported multiple strategic planning engagements with municipalities nationwide. Her work includes conducting environmental scans, developing strengths, weaknesses, opportunities, and threats (SWOT) analyses, preparing visioning worksheets and community facing-materials, and synthesizing findings from stakeholder discussions. She also assists in the development of strategic plan implementation guides, converting long-term priorities into actionable steps. Fluent in Korean and proficient in Spanish, Juniper brings valuable language skills to support inclusive, community-centered planning efforts.

Policy and Research: With experience conducting research on domestic and global policy topics in both professional and academic settings, Juniper supports local government clients by analyzing census data, interpreting community survey results, and synthesizing stakeholder input. As a project partner with the Student Policy Network, she conducted research on human rights violations and contributed to a formal submission to the International Criminal Court, in addition to developing a policy brief on labor trafficking for nonprofit leadership.

Organizational Change Management: At BerryDunn, Juniper contributed to the development of a formal report documenting the firm’s approach to organizational change management using the Prosci® methodology. Her work included compiling internal knowledge, articulating change management strategies, and identifying opportunities to better support local government clients through transitions. She gained experience presenting change-related recommendations to leadership and supporting staff through education and communication strategies.

Data Analysis and Reporting: Juniper is proficient in data analysis and modeling tools, such as Excel, Python, Geographic Information Systems (GIS), and NetLogo, and has used these tools to clean, organize, and synthesize data into actionable deliverables. She has also helped create visual mediums, like infographics and presentation, to support communication with client staff, leadership, and community members.

4. Relevant Experience and References

The greatest testament of our high-quality work is the expressed satisfaction shared by our clients. Below, we describe and provide contact information for three recent projects for the City's consideration. These clients can speak well about the quality and satisfaction we deliver on comparable engagements.

City of Apopka, Florida | Strategic Plan

CLIENT CONTACT:
Radley Williams, Interim City Administrator
407.703.1649 | rwilliams@apopka.net

PROJECT DATES:
12/2024 to Present



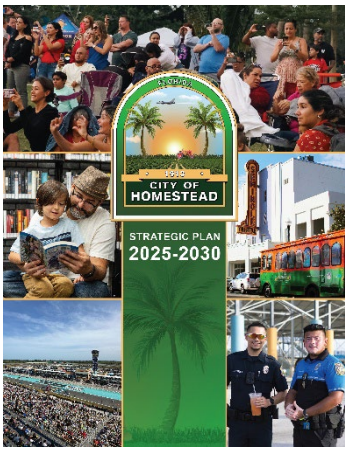
SCOPE, OUTCOMES, AND DELIVERABLES:
Our team is currently working with the City of Apopka to develop a five-year strategic plan that will establish a formal mission and vision and provide a road map indicating where the City should allocate resources in alignment with that mission and in order to best meet community needs. We have completed background research, facilitated stakeholder interviews and community forums, gathered virtual community feedback, and compiled our findings in and environmental scan and facilitated the strategic planning sessions. The BerryDunn team has presented an initial draft plan to the Apopka City Council, and adoption is anticipated this spring.

ROLES OF PROPOSED TEAM:
Seth Hedstrom is providing oversight for the strategic planning process as project principal. Our proposed project manager, **Karen Whichard**, is serving as a facilitator, and **Juniper Kim** serves as the research analyst.

City of Homestead, Florida | Strategic Plan

CLIENT CONTACT:
Kemarr Brown, Assistant City Manager
305.224.4436 | kbrown@cityofhomestead.com

PROJECT DATES:
01/2025 to 08/2025



SCOPE, OUTCOMES, AND DELIVERABLES:
The City of Homestead sought to preserve its hometown character while addressing growth and service needs. The City's Strategic Planning project focused on creating a clear, actionable road map for the community's future. BerryDunn was contracted to assist in developing a shared vision, mission, and core values; identify strategic priorities and goals; and establish measurable performance indicators for the City. The process of developing the plan included stakeholder engagement, environmental scanning, and collaboration with City leadership. BerryDunn developed a graphically designed Strategic Plan and "Plan at a Glance" summary supported by an implementation template, enabling transparent progress tracking and sustainable success for residents, businesses, and city operations. The Plan was formally adopted by the Homestead City Council in August 2025.

ROLES OF PROPOSED TEAM:

Seth Hedstrom is providing oversight for the strategic planning process as project principal. Our proposed project manager, **Karen Whichard**, served as a facilitator.

St. Johns County, Florida | Strategic Plan

CLIENT CONTACT:

Sarah Taylor, Chief Performance Officer
904.209.0549 | staylor@sjcfl.us

PROJECT DATES:

11/2023 to 03/2025



SCOPE, OUTCOMES, AND DELIVERABLES:

St. Johns County desired a strategic planning process with a comprehensive environmental assessment and robust engagement process. BerryDunn worked with County Commissioners and staff to develop the County's mission, vision, values, and strategic priorities. Then we did a thorough environmental scan that involved six community forums, each representing distinct regions of the County; a statically valid survey; interviews and focus groups; and an Environmental and Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis. Our team facilitated planning sessions with the County Board and department directors to develop a vision, priorities, goals, objectives, and performance measures. The resulting plan serves as a detailed road map for making continued progress for the County. Once it was adopted, BerryDunn then assisted the County in developing department-level implementation plans to support the strategic plan and a performance reporting approach including updates, communications, and a public-facing dashboard for the County's website.

ROLES OF PROPOSED TEAM:

Seth Hedstrom is providing oversight for the strategic planning process as project principal. Our proposed project manager, **Karen Whichard**, served as a facilitator.

5. Project Approach

A Strategic Plan Uniquely Designed for the City

Each day in the City of Fort Pierce begins with a sunrise over the Indian River Lagoon and Atlantic Ocean, a daily reminder to its more than 50,000 residents of why it is affectionately known as the "Sunrise City." Uniquely situated across the mainland, lagoon, and Atlantic barrier island beaches, much of what residents and visitors love about Fort Pierce is shaped by its remarkable location and coastal character. The City is celebrated for its vibrant downtown, historic architecture, world-class fishing, stunning public beaches, and abundant opportunities to connect with nature. As a result, the community places strong value on its waterfronts, diverse and resilient local economy, history, arts and culture, and shared sense of unity and pride. Fort Pierce's identity, energy, and potential are seemingly inseparable from the natural beauty of its surroundings.

Just as the sunrise signals a new day and new opportunity, the City has long embraced a forward-thinking approach to planning and progress. With a strong foundation in strategic planning, the City develops annual strategic plans that clarify objectives and establish actionable strategies to propel the organization forward. This commitment is supported by a comprehensive framework that includes 5-, 10-, and 15-year planning horizons, guiding the City toward its long-term vision and strategic goals.

As the City enters a new year marked by significant growth, from major development projects to new leadership, the importance of a strong and responsive strategic plan is greater than ever. These changes create both opportunity and responsibility, underscoring the need for a plan that reflects current priorities, emerging challenges, and community aspirations. As such, the City is seeking a consultant to facilitate an update to its strategic plan that introduces fresh momentum while building on the successful processes already in place.

Why Choose BerryDunn?

With our understanding of the City's objectives in mind, we are certain that we bring the expertise and experience needed to drive project success. By combining proven approaches with Fort Pierce's unique needs, we will help ensure the resulting plan is actionable, achievable, and reflective of both who the City is today and who it aspires to be in the future.

As outlined in our Cover Letter and further described below, we bring several qualifications that other proposers would be troubled to match and would help ensure the City experiences the strongest possible strategic planning process and achieves desired outcomes.



A fresh perspective grounded in real-world local government experience

We will bring new insights and renewed momentum to support the City during its period of new growth. Backed by a deep bench of more than 400 public-sector consultants and former local government leaders, we combine innovative thinking with proven practices to introduce new ideas while building on what already works, helping leadership set direction, strengthen alignment, and move priorities forward with confidence.



Demonstrated commitment to serving clients in the State

With BerryDunn, the City will be served by a firm and project team members who have demonstrated their commitment to the State and region. In addition to our experience

working with 55 clients in the State, we are experienced working with coastal and high-growth communities and understand their unique needs.



Significant strategic planning experience

For more than 30 years, BerryDunn's Local Government Practice Group has provided strategic planning services to the public sector. We bring a holistic approach grounded in strong facilitation, communication, and research, incorporating diverse perspectives to create a shared vision and actionable direction. Our experience enables us to understand what it takes to help ensure success for a project like City's, and our goal is to deliver a plan that reflects who City is today, where it wants to go, and how it will get there.



Proven facilitation approach and strong communication skills

We understand that reaching consensus can be difficult as individuals seek to advocate for the needs and concerns they believe in most and that represent the interests of their constituencies. Using the Institute of Cultural Affairs (ICA) Technology of Participation® (ToP®) methodology, we create a structured, inclusive process that helps participants align around shared goals and priorities. While stakeholders focus on providing insight and direction, the BerryDunn team translates that consensus into a well-written, clear, and actionable strategic plan through our dedicated drafting and plan development efforts.

Approach and Guiding Methodologies

Our project team will engage the City's various stakeholders in ways that will maximize creativity and innovation and inspire collaboration for achieving its vision, including:

- The Mayor and City Commission
- The City Manager
- Department directors
- Key staff
- Key community members



The North Star Vision

An organization's North Star Vision serves as a unifying focal point for long-term achievement. It must be clear enough for stakeholders to know what they are working toward and how to get there. Stakeholders must see their role in this vision and believe in the organization's dream, as they will play a vital role in executing on it.

It is our goal to help the City develop a strategic plan that can reasonably be implemented with support and commitment from these stakeholders and others. A strategic plan is a living document that remains applicable, helps navigate in times of organizational changes, and defines the organization's reason for being. It establishes a clear and compelling vision; sets measurable objectives and performance measures; lays out the desired impact on and value added to communities; and helps clarify direction and focus, assisting in aligning resources to accomplish strategic objectives.

Having a clear, concrete strategic direction will help keep the City on track and focused on what is important when challenges, changes, and unanticipated events occur. It also helps ensure decisions, policies, plans, programs, and processes are designed through the lenses of stewardship of resources, accessibility, and collective impact.

Partnering with Your Leaders

A critical component of our project management approach is building intentional partnerships with organizational leaders. To help ensure project success, we orient organization and project leaders to our process, build a foundation of shared understandings, and work together toward the common goal of developing an achievable and impactful strategic plan. We serve as trusted advisors, using our extensive experience to guide the process in collaboration with the unique desires and needs of the City's leaders.

Planning in Context—A Proven Approach, Tailored to Your Needs

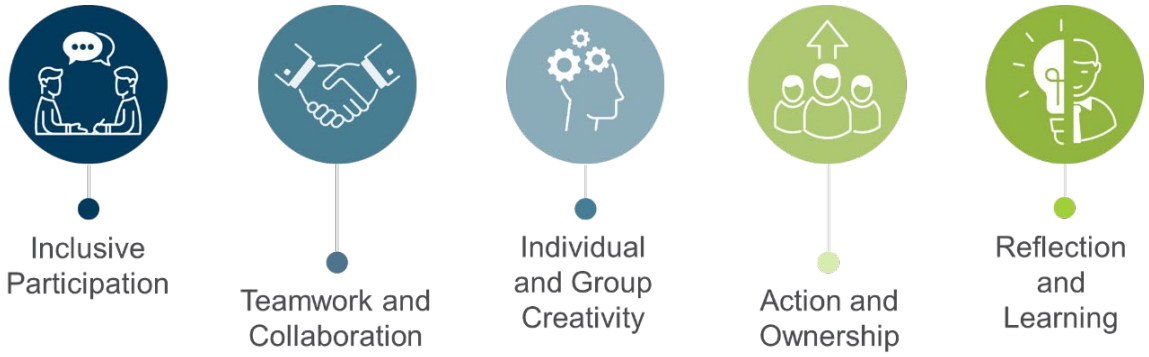
Our specialized knowledge, sound methodology, and extensive experience with a wide variety of local government clients allow us to provide a proven strategic planning process, as well as the dexterity to tailor that process to the unique needs and circumstances of each client. This includes customization based on the City's size, resources, previous experience with strategic planning, unique organizational and stakeholder needs, and more. With BerryDunn, the City can expect localized, "white glove" service from a firm with both regional and national perspectives.

Achieving Consensus and Quickly Moving Groups to Action

We will design and conduct a well-facilitated strategic planning process using data and personal knowledge to assess the City's environment. Our project team will use the ICA ToP® facilitation methodology to help ensure the City's strategic planning sessions are highly collaborative and inclusive.

The ToP® methodology emphasizes structured participation that pulls information into the group's thinking process and creates a clear intention, helping members of the group align with one another and reach consensus. Structured participation encourages the values shown in Figure 3 below.

Figure 3: Values Encouraged by Structured Participation as Defined by the ICA ToP® Facilitation Methodology



Applying Effective Tools

Another key to success is aligning financial resources of the organization with strategic priorities. When groups have difficulty agreeing on priorities or selecting just a few to focus on, we use a cost-benefit scoring sheet that helps the group score the impacts, risks, level of difficulty, and effort for each strategy or objective to determine the ones to prioritize. We can customize this tool for use with the City if the group is having difficulty achieving consensus.

Effectively Engaging Stakeholders

We will utilize several strategies to engage and collect information from City leadership, staff, and the community. We will use tailored surveys and interviews to gather insights from internal participants of the strategic planning process. And as optional, value-add services, we offer community forums and an interactive project landing page and engagement website via Social Pinpoint. We have found these engagement strategies highly successful in past projects to engage a broader and more diverse range of participants.

Below, we summarize our standard and optional engagement tasks. For more detailed on how we propose to implement these approaches, please refer to **Section 6. Work Plan and Schedule**.

Interviews and Focus Groups

In various professional roles, our team has gained extensive facilitation experience by interviewing and presenting to a wide variety of community stakeholders. Our proposed project team includes experienced facilitators trained in the ICA ToP® facilitation methodology described on page 16. They have the skills and knowledge necessary to establish credibility, build trust, ask the right questions, and elicit information from a wide range of groups and participants.

We make our interactions fun, engaging, and welcoming, meeting participants where they are and building rapport. Using this approach, we gather input, foster discussion, share information, and promote buy-in and consensus for strategic initiatives and future plans.

Internal Surveys

Prior to administering an employee survey, we will review any of the City's previous surveys and their associated results to inform the current iteration. We understand the importance of asking the right questions to target relevant insights. We keep the survey short and simple, using terminology familiar to all participants, and we conduct a pilot with the City's project team to help identify unclear items and refine questions.

We will work with the City to determine the appropriate audience and distribution method for the survey based on project goals. To increase response rates and help ensure survey success, the survey format, introduction, and distribution will be designed to make the activity accessible and compelling for the designated audience. BerryDunn measures effectiveness in a variety of ways, including response rate, time spent completing the survey, and outcomes related to each survey question.

Optional: *Community Forums*

BerryDunn facilitates open houses and community forums that are aimed at our target audiences, and we make our interactions fun, engaging, and welcoming, helping to meet people where they are and build rapport. We utilize these forums to gather input, engage in discussion, share information, and promote buy-in and consensus for strategic initiatives and future plans. We are innovative, creative thinkers and facilitators, making our community outreach interesting and something participants want to take part in.

Optional: *Virtual Engagement*

Social Pinpoint is a customizable community engagement platform that is used to inform stakeholders of project goals, objectives, and progress, and provide opportunities to interact and gather information. This tool has several features that we use frequently and as needed throughout strategic planning projects,

such as forums, mapping, an ideas wall, and surveys. **Social Pinpoint is mobile-friendly and can be translated into 15 common languages, making it easy for the City stakeholders and residents to participate.**

With this tool, we will easily be able to set up a landing page and sub-pages for the City to capture the culture of the stakeholders it serves—providing opportunities for participants to contribute to the City's mission, values, vision, and strategic priorities.

We will also be able to track analytics and progress in real time, promote participation, and set up email notifications to help ensure that, even in a remote environment, effective strategic planning and community engagement activities can take place.

We have developed fully customized Social Pinpoint sites to support numerous clients, such as the City of Homestead, Florida:

City of Homestead, Florida

https://engageberrydunn.mysocialpinpoint.com/city-homestead-strategic-plan



Connecting Objectives to Outcomes and Resources

Our goal is to produce a strategic planning document that the City can actively use to track progress and report outcomes to internal and external audiences. Implementation planning is a crucial part of our proposed approach, where our team will work with the City to develop an Implementation Action Plan that maps out how the organization will execute its strategic priorities.

Performance tracking is an essential component in meeting an organization's goals and objectives. In developing performance measurements, we consider those factors that others may not—such as forecasting, environmental trends, and effective engagement—that help ensure performance measurement focuses not only on the activities associated with achievement, but also on the outcomes. As such, we will work with the City to establish the means to best track its progress and create a clear and achievable path toward its vision. We approach performance measurement using the angles of performance metrics (outcome-based and quantifiable) and outcome measures (focusing on the benefit to and impact on the community).

6. Work Plan and Schedule

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that **one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.**

Figure 4 presents an overview of our work plan intended to achieve the City's goals and objectives for this important initiative.

Figure 4: Work Plan Overview



Our proposed work plan is described in full detail below and on the following pages.

Phase 1: Project Initiation and Management (1 week)

We will coordinate with the City's project team to manage the project on schedule and within budget, as well as gather data on past and current plans, goals, and priorities.

1.1 Prepare for and conduct an initial virtual project planning meeting. Upon conducting background research to gain more familiarity with the City, we will conduct initial project planning with the City's project team to identify project milestones and expectations for stakeholder engagement in the strategic planning process. We will introduce key team members, clarify project goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications between BerryDunn and the City, as well as our approach to scope, risk, and resource management. We will also review possible formats for the Final Strategic Plan 2026–2031–2041. These discussions will help us to refine our currently proposed Project Work Plan and Schedule.

1.2 Request and compile documents and data. We will request and compile documentation and data to help us better understand the current environment and inform engagement activities. Examples include:

- Program descriptions and data
- Past internal and external assessments
- Past strategic plans and associated material, including the City's current strategic plan
- Data from relevant previous community and stakeholder engagement efforts
- Previous surveys of City stakeholders and staff

- Other existing planning and policy documents, organizational charts, staffing, and budgeting details
- Key performance metric data
- Demographic, economic, and community data and forecasted trends from the U.S. Census Bureau, the U.S. Bureau of Labor Statistics, American Community Survey, U.S. Department of Education, Centers for Disease Control and Prevention, the Opportunity Index, and other state and local data sources

Once provided, we will review the documentation and data to help us produce an Environmental Scan and Strategic Analysis that will inform engagement activities.

1.3 Develop a Project Work Plan Schedule. Based on the information gathered from our initial project planning meeting and document and data review activities, as well as from those details enclosed in this proposal, we will develop the Project Work Plan and Schedule, which will outline the tasks and timelines for the strategic planning process. The Project Work Plan and Schedule will also include agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management. After providing draft versions of these materials in advance, we will facilitate a videoconference with the City's project team to review the drafts and solicit feedback. This videoconference will introduce the City's project team to our document review process and provide an opportunity for the City to share input on a critical step in the process. We will incorporate the City's feedback and finalize the documentation before distributing it in final form.

Deliverable 1: Project Work Plan and Schedule

1.4 Conduct Biweekly Project Status Meetings. Our project manager, Karen Whichard, will conduct Biweekly Project Status Meetings with the City's project manager on an ongoing basis throughout the strategic planning process. We will use these meetings to describe the activities and accomplishments for the reporting period; plans for the upcoming month; risks or issues encountered during the reporting period; and anticipated problems that might impact project deliverables. We will also use these meetings to highlight any work products and approaches that will contribute to deliverable development.

Deliverable 2: Biweekly Project Status Meetings

Phase 2: Stakeholder Engagement and Organizational Review (2 weeks)

We will facilitate interviews and surveys with key City stakeholders and synthesize their input to develop an Environmental Scan. This deliverable will define the City's current state and inform the upcoming strategic planning process.

2.1 Develop interview guides and questions. We will create interview guides and questions tailored to the participants in the stakeholder engagement process, focusing on assessing the City's current state, strategic readiness assessment for the strategic planning process, and barriers to successful strategic planning. We understand the importance of asking the right questions and, as a result, will meet with the City to review the draft questions and incorporate feedback before finalizing the survey for administration.

2.2 Conduct interviews with City stakeholders. We will conduct a combination of in-person and virtual interviews to maximize participation and accommodate stakeholder availability.

In-person interviews include:

- The Mayor
- City Commission Members
- The City Manager

Virtual interviews include:

- Department directors
- Key staff
- Key community members

These interviews will be guided by previously developed questions and protocols. Working with these stakeholder groups, we will help ensure alignment and cohesion for the City's strategic direction, as well as generate excitement, promote consensus and buy-in, and encourage participation and involvement in the process.

2.3 Develop and administer an employee survey. We will develop and administer an employee survey to gain feedback on identified priority areas at the City. We will ask thought-provoking questions to guide participants in providing valuable input and use outcomes as part of our strategic plan development process.

2.4 Synthesize information gathered and develop an Initial Environmental Scan and Strategic Analysis. We will synthesize information gathered through quantitative and qualitative research, document and data review, and leadership and stakeholder interviews. This will also include a review of past accomplishments, departmental successes, challenges, current management activities, and short-term priorities. The findings will be used to develop an Initial Environmental Scan and Strategic Analysis. The format will be a highly visual and compelling slide deck used to inform the upcoming strategic planning sessions, and optionally, presented at community engagement activities. The presentation will provide an overview of the City's current environment; a detailed strengths, weaknesses, opportunities, and challenges analysis (SWOC); and discovery outcomes. This will be presented to the City's project team to solicit input and gain consensus.

Deliverable 3: Initial Environmental Scan

Optional: Community Engagement (1 week)

As an optional service, we offer to facilitate innovative community engagement strategies designed to involve a diverse group of internal and external stakeholders. These approaches below help ensure that all perspectives are represented, contributing to a more holistic and actionable strategic plan.

2.5 Develop the City's Social Pinpoint site. We will use tools and technology that will help to encourage collaboration with the City and its stakeholders. One of these tools, a virtual engagement platform called Social Pinpoint, will be customized to encourage community engagement in the strategic planning process and to gain broad stakeholder input that will be used to inform development of the Final Strategic Plan 2026–2031–2041. We will work in collaboration with the City to help ensure its landing page is built thoughtfully and speaks to its culture. Additionally, within this landing page, City stakeholders will have access to an idea wall and other engagement tools that will help gather information related to the City's current environment and the community's desired vision for the City's future.

2.6 Design, prepare for, and conduct community forums. Using information gathered to date and the ICA ToP® facilitation methodology, we will design a community forum format that is structured to educate,

inform, and engage all participants in developing a vision for the City. We will make creative use of digital applications to help ensure forums are engaging and effective. Once prepared, we will facilitate two community forums that can be conducted virtually, in-person, or some combination of both, to gather perspectives and ideas from the community. We will use the Initial Environmental Scan and Strategic Analysis to educate the community about the current environment of the City.

2.7 Update the Initial Environmental Scan and Strategic Analysis. We will incorporate community forum outcomes in our Initial Environmental Scan and Strategic Analysis, review it with the City's project team, and solicit feedback before updating it to final. The Final Environmental Scan and Strategic Analysis will guide and inform strategic planning sessions, as well as generate excitement for the process among stakeholders, encourage new ideas, and foster a sense of cohesion and optimism for the future. The Final Environmental Scan and Strategic Analysis will also include a SWOC analysis that will assist in the development of the Final Strategic Plan 2026–2031–2041.

Deliverable 4: Final Environmental Scan and Engagement Summary Report

Phase 3: Strategic Plan Development (3 weeks)

We will facilitate strategic planning sessions with the City leadership and staff to define the City's future state and develop a Strategic Plan with clear priorities, goals, milestones, and performance measurements for 5-, 10-, and 15-year planning horizons.

3.1 Develop the meeting design and agendas for strategic planning sessions 1 and 2. We will design and develop agendas for strategic planning sessions 1 and 2. Each session's design and agenda will guide strategic planning progress and will include a presentation of the Environmental Scan and Strategic Analysis to provide participants with a shared understanding of the current environment, the trends that are affecting it, opportunities for the future, and key takeaways from engagement activities. Each in-person session will focus on building consensus and refining the strategic priorities identified, as well as the City's vision and key results. We will review the meeting designs and agendas for each session with the City's project team before updating them to final.

3.2 Facilitate in-person strategic planning session 1 with the Mayor and City Commission. Strategic planning session 1 will focus on developing the City's vision, mission, values, strategic priorities, and goals with the Mayor and City Commission. This session will be guided by the previously developed meeting design and agenda, as well as the Environmental Scan and Strategic Analysis. We will use the ICA ToP® facilitation methodology, designed to produce group consensus, to address and resolve any conflicting values or visions. We will document the outcomes of this session to review with the City's project team and plan for next steps.

3.3 Facilitate in-person strategic planning session 2 with cross-departmental staff. Strategic planning session 2 will be conducted with cross-departmental staff and will focus on developing specific action items and performance indicators. It will be guided by the previously developed meeting design and agenda, outcomes of strategic planning session 1, and the Environmental Scan and Strategic Analysis. We will document outcomes of this session and review with the City's project team.

3.4 Develop and present the Initial Strategic Plan 2026–2031–2041 Draft. We will develop the Initial Strategic Plan 2026–2031–2041 Draft in an agreed-upon format for the final document. This plan

document will include an executive summary, as well as a detailed plan that identifies the City's shared vision, mission, guiding principles, strategic priorities, goals, objectives, and performance measures. We will review this draft with the City's project team and incorporate initial input.

3.5 Finalize action plans and identify strategic goals. We will conduct work sessions with inter-departmental working groups to refine action plans, identify short-, medium-, and long-term goals, establish timelines and performance indicators, and integrate these into a Policy Agenda and Management Agenda. We will help ensure outcomes that are quantifiable and aligned with the City's size, operations, management, and systems. This will be documented along with a process and schedule for progress reporting and performance evaluation to help ensure effective tracking and monitoring of the City's strategic priorities.

- **Deliverable 5: Initial Strategic Plan 2026–2031–2041 Draft (Draft Mission, Vision, Values, Priority Pillars, and Plan Framework – Objectives and Indicators)**

3.6 Present Initial Strategic Plan 2026–2031–2041 Draft to the Mayor and City Commission. We will prepare a presentation of the Initial Strategic Plan 2026–2031–2041 Draft for the Mayor and City Commission. This work session will serve as an opportunity for City leadership to provide feedback and make any necessary final modifications.

3.7 Develop the Final Strategic Plan 2026–2031–2041. After reviewing the Initial Strategic Plan 2026–2031–2041 Draft with City leadership, we will incorporate requested edits and develop a graphically designed, Final Strategic Plan 2026–2031–2041 for final approval and adoption. In addition to the content described in Task 3.4, the final document will include a description of the strategic plan development process, the plan for progress monitoring and reporting, as well as the development of a one-page "Plan at a Glance" document that can serve as a stand-alone, high-level summary of the Strategic Plan. The "Plan at a Glance" will follow the design and branding of the full Strategic Plan and include mission and vision statements, guiding principles/values, strategic priorities, strategic goals, and a link to the website where the full Final City Strategic Plan can be reviewed or downloaded.

- **Deliverable 6: Final Strategic Plan 2026–2031–2041 and One-Page Executive Summary**

7. Deliverables

Confirmation of Deliverables

BerryDunn confirms our full ability and commitment to deliver all required deliverables outlined in the Scope of Services, meeting the quality, timelines, and expectations established for this engagement.

We will provide the City with a complete, professionally designed collection of final strategic planning documents that are visually engaging, easy to navigate, and ready for both print distribution and digital posting on the City's website. All final materials will be fully formatted, graphically designed, and delivered in accessible, web-optimized PDF formats as well as print-ready files. Where appropriate, supporting tools will also be provided in editable formats to support ongoing updates and implementation.

The **Final Strategic Plan 2026–2031–2041** will be a graphically designed document that incorporates the City's branding, color palette, and visual identity. The plan will feature clear layout structures, engaging infographics, icons, timelines, and illustrations that help communicate strategic priorities, long-term goals, and implementation pathways in a compelling and easily interpretable format. The structure will support both high-level understanding and deeper policy or operational detail for City staff, leadership, and community members.

In addition to the full strategic plan, BerryDunn will prepare all required supporting documents, each designed for strong usability and public-facing communication:

- **Action Agenda 2026:** An implementation-focused guide outlining the City's near-term priority actions, milestones, responsible parties, and timelines.
- **Executive Summary 2026–2031–2041:** A succinct summary of the plan's major themes, goals, and outcomes intended for broad distribution and communication.
- **Performance Report 2025:** A data-informed baseline report depicting current conditions and performance indicators to support future measurement.
- **Leader's Guide 2026:** A practical tool for City leadership outlining responsibilities, recommended practices, and steps for plan implementation.
- **Plan in Brief 2026–2031–2041:** A stand-alone summary including mission and vision statements, guiding principles/values, strategic priorities, strategic goals, and a link to the website where the full Final Strategic Plan 2026–2031–2041 can be reviewed or downloaded.

Together, these final deliverables will give the City a clear, well-designed set of planning materials that are easy to understand, share, and use as the City looks to the future.

Quality Assurance Practices

Our team is committed to delivering a strategic plan and accompanying deliverables that meet City's expectations for clarity, usefulness, and long-term applicability. We support quality by understanding your priorities, aligning on expectations for each work product, and applying structured review and refinement processes. Our quality management approach includes the following activities, designed specifically for strategic planning engagements and the iterative nature of planning deliverables.

1. **Develop Deliverable Expectation Document (DED):** Before drafting each deliverable, our team will prepare a DED for the City's review. The DED outlines the purpose, intended use, format, content elements, and anticipated review cycles for each item.

2. **Internal Quality Assurance Reviews:** All components of the strategic planning process undergo rigorous internal reviews prior to submission. Our project manager, project principal, and Editing and Quality Assurance team review content to help ensure accuracy, clarity, readability, and alignment with strategic planning best practices. These reviews help ensure that recommendations and narratives are consistent, actionable, and appropriately contextualized for the City.
3. **Submission of Draft Deliverables:** We will deliver draft versions of each planning document to the City's project manager within the timelines established in the Project Work Plan and Schedule and DED. Each draft will clearly identify areas where City input or validation is needed to move forward.
4. **Structured Review and Revision Cycles:** The City will review draft deliverables and may approve them, request revisions, or ask for clarification. BerryDunn is available to present or conduct a walk-through of deliverables as determined with the City
5. **Finalization and Adoption Support:** Once all revisions are incorporated, we will prepare the final version of each deliverable and provide a deliverable acceptance form for the City's signature. To support adoption of the strategic plan, BerryDunn will prepare final, polished materials suitable for presentation to City leadership. We will assist with messaging, presentation content, or supporting documentation needed to secure formal approval.

8. Cost Proposal / Fee Schedule

Our proposed fixed-fee services cost to complete the City's desired project is broken down by phase in Table 1. Our costs are based on our experience conducting projects of similar size and scope, and the assumption that satisfying a deliverable is based on the City's signed acceptance. That said, the City will not incur any additional costs associated with the process of reaching deliverable acceptance.

We will utilize our hybrid methodologies through collaborative planning with the City to limit travel expense to the City as appropriate.

Table 1: Cost by Project Phase

Phase	Fixed-Fee Services Cost
Phase 1: Project Initiation and Management	$8,100
Phase 2: Stakeholder Engagement and Organizational Review	$15,600
Phase 3: Strategic Plan Development	$26,100
Total Fixed-Fee Services Cost	**$49,800**
*Travel expense estimated allocation**	$5,000

**This travel expense allocation represents our best estimate to provide a hybrid approach to service delivery. We would be happy to further discuss and refine this estimate with the City. While our services are proposed as a fixed fee, we propose to only invoice the City for actual travel expenses incurred.*

Additional, Optional Services

As outlined in **Section 5. Project Approach,** we are pleased to propose optional community engagement services should the City choose to include them. Costs associated with these services are presented in Table 2 below, along with estimated travel costs for an additional on-site trip.

Table 2: Additional Services Cost

Service	Fixed-Fee Services Cost
Community Engagement	$7,500
Travel expense estimated allocation	$2,500

ATTACHMENT A

PRICE PROPOSAL FORM

The rates for each service shall be based on providing the services and associated amenities as per the Scope of Services and including all costs, plus all applicable overhead and profit.

Description of Services	Total Proposal Fee
Total Proposal Fee inclusive of all tasks and deliverables described in the Scope of Services **Proposer shall attach to this page a summary of total project cost broken down by task.** Total proposal fee will be used as the basis for assigning point in evaluation.	$ 49,800

For additional professional services:

STANDARD HOURLY RATE SCHEDULE

Position	Hourly Rate
Project Principal	$425
Project Manager and Lead Facilitator	$275
Facilitator	$250
Research Analyst	$200

Proposer's Name: Berry, Dunn, McNeil & Parker, LLC

Proposer's Signature: _____ Date: January 21, 2026

9. Additional Information

Strategic Planning Work Samples

- **City of Homestead, Florida** | Strategic Plan
- **St. Johns County, Florida** | Strategic Plan



FLORIDA

1913

CITY OF HOMESTEAD

STRATEGIC PLAN 2025-2030









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LETTER FROM THE

Mayor



It is my honor to introduce the City of Homestead's inaugural strategic plan, a collective blueprint that reaffirms who we are and where we are going. This plan is more than a policy document, it is a promise to stay focused on what matters most: a clean and welcoming city, strong foundations for growth, and a quality of life that makes our community second to none.

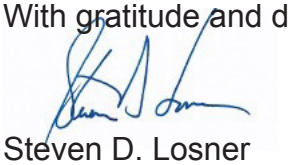
We live in one of Florida's most beautiful and vibrant places, and we are committed to keeping it that way. Building upon our proud history, this plan outlines specific initiatives to enhance beautification, promote neighborhood pride, and ensure that our public spaces are clean, safe, and inviting.

We are also committed to investing in the infrastructure that supports our way of life, modernizing our roads, investing in our technology, and improving city services to help ensure reliability and resilience for years to come.

Our plan is centered around being a family-friendly city, a place where children can play safely, seniors feel supported, and everyone finds opportunity. Through thoughtful planning and shared responsibility, we are creating a place where all generations feel at home.

This is an exciting time for our city, and I am thankful to everyone who contributed ideas, energy, and passion to this strategic plan. With your continued support, we will ensure that our city remains not just a place on the map, but a community of choice.

With gratitude and determination,



Steven D. Losner



Vice Mayor Sean L. Fletcher



Councilman Tom Davis



Councilman Larry Roth



Councilwoman Jenifer N. Bailey



Councilwoman Erica G. Ávila



Councilman Clemente Canabal

LETTER FROM THE

City Manager



Dear Residents, Business Owners, and Community Partners,

It is my great honor to present our City's Strategic Plan. A roadmap that reflects our shared vision for an innovative and more connected future.

This plan is the result of thoughtful collaboration between elected officials, city staff, and, most importantly, our community. Together, we have crafted a strategy that will be instrumental in planning for the future of our city. This plan will guide decision making related to the budget, long-range planning, and our community's priorities.

At the heart of this plan is a renewed focus on cleanliness and beautification, because a vibrant, well-kept city inspires community pride and drives economic vitality. Equally important are our infrastructure improvements, which will ensure that our roads, utilities, and public spaces meet the needs of today while preparing for tomorrow's growth.

As we move forward, we remain focused on being a family-friendly city, where safe neighborhoods, quality education, and accessible recreation come together to support families of all shapes and sizes. Above all, this plan reflects our goal to enhance the overall quality of life, making our city a place where people choose to live, work, and thrive.

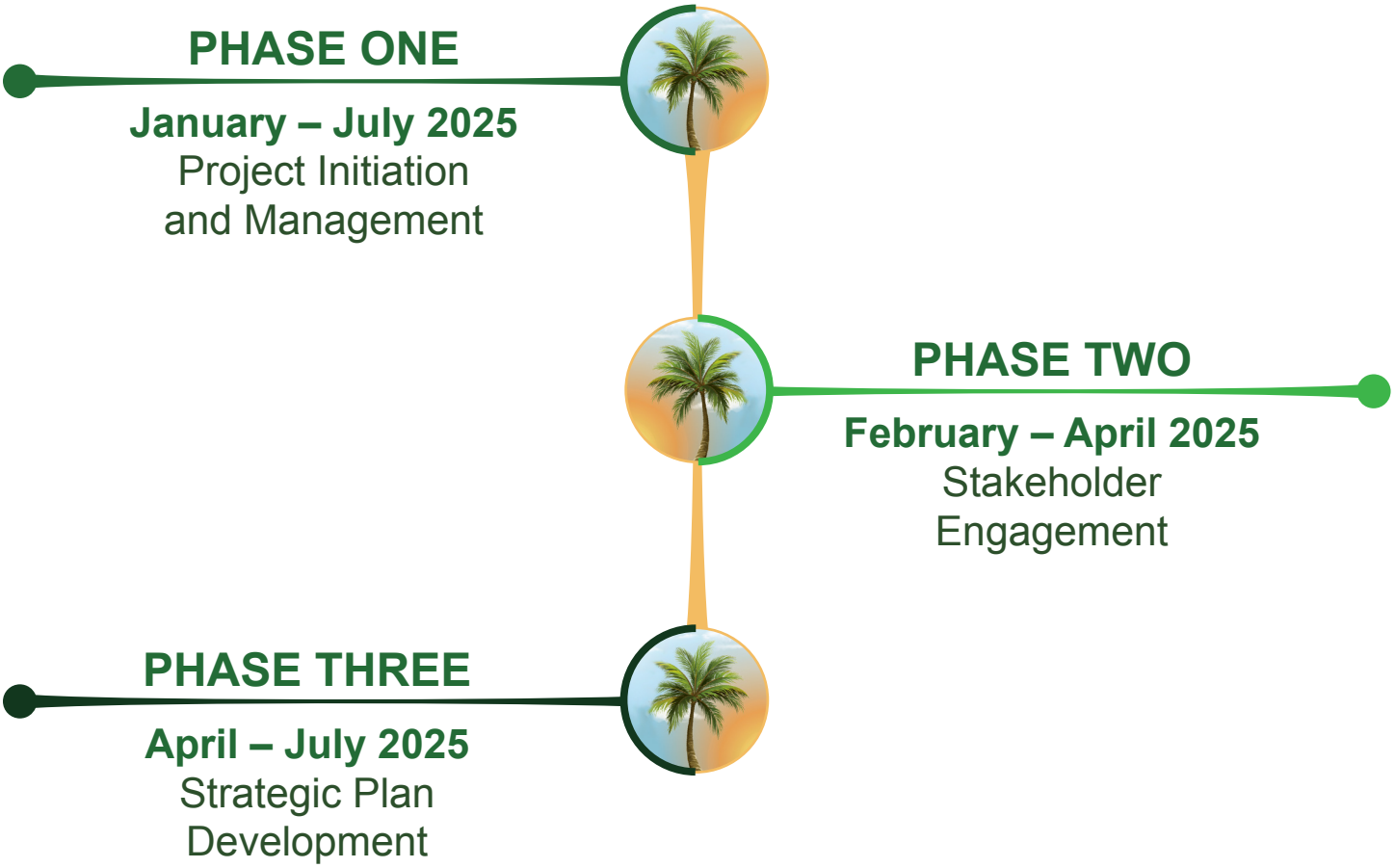
This plan also emphasizes our commitment to leveraging cutting-edge technology to improve our service delivery to our residents and businesses. We aim to be the preferred city of choice where existing businesses can continue to flourish, new businesses can find new opportunities, and aerospace and technology industry leaders can grow through the City's recent space port designation.

I invite you to explore this plan and to continue participating in the work ahead.
Together, we will build a community we can all be proud of.

Sincerely,

Dr. Nzeribe (Zerry) Ihekwaba, ICMA-CM
City Manager

How Did We Arrive At This Plan?



What's Next?

As this strategic plan transitions from vision to action, the City will focus on implementing the outlined priorities through coordinated efforts across departments, community partners and stakeholders. Over the coming months, specific initiatives will be launched with clear timelines, responsibilities, and performance metrics to track progress. Regular updates will be shared with the community to ensure transparency and accountability. Community engagement will remain central, with ongoing opportunities for residents and businesses to provide input and stay involved. This plan is a living document, adaptive to new opportunities and challenges and will be reviewed annually to ensure it continues to reflect the city's goals and evolving needs.

Who We Are

Our Mission

We prioritize quality of life with a hometown feel through excellent public services, safety, and responsible stewardship of resources.

Our Vision

A community with a rich history, vibrant presence, and boundless opportunities.

City Tagline

The Future Lives Here

Core Values: R E A L

Respect

We cultivate caring relationships, empower individuals, and take pride in our collective contributions toward long-term community success.

Ethics

We lead with integrity and serve with transparency.

Accountability

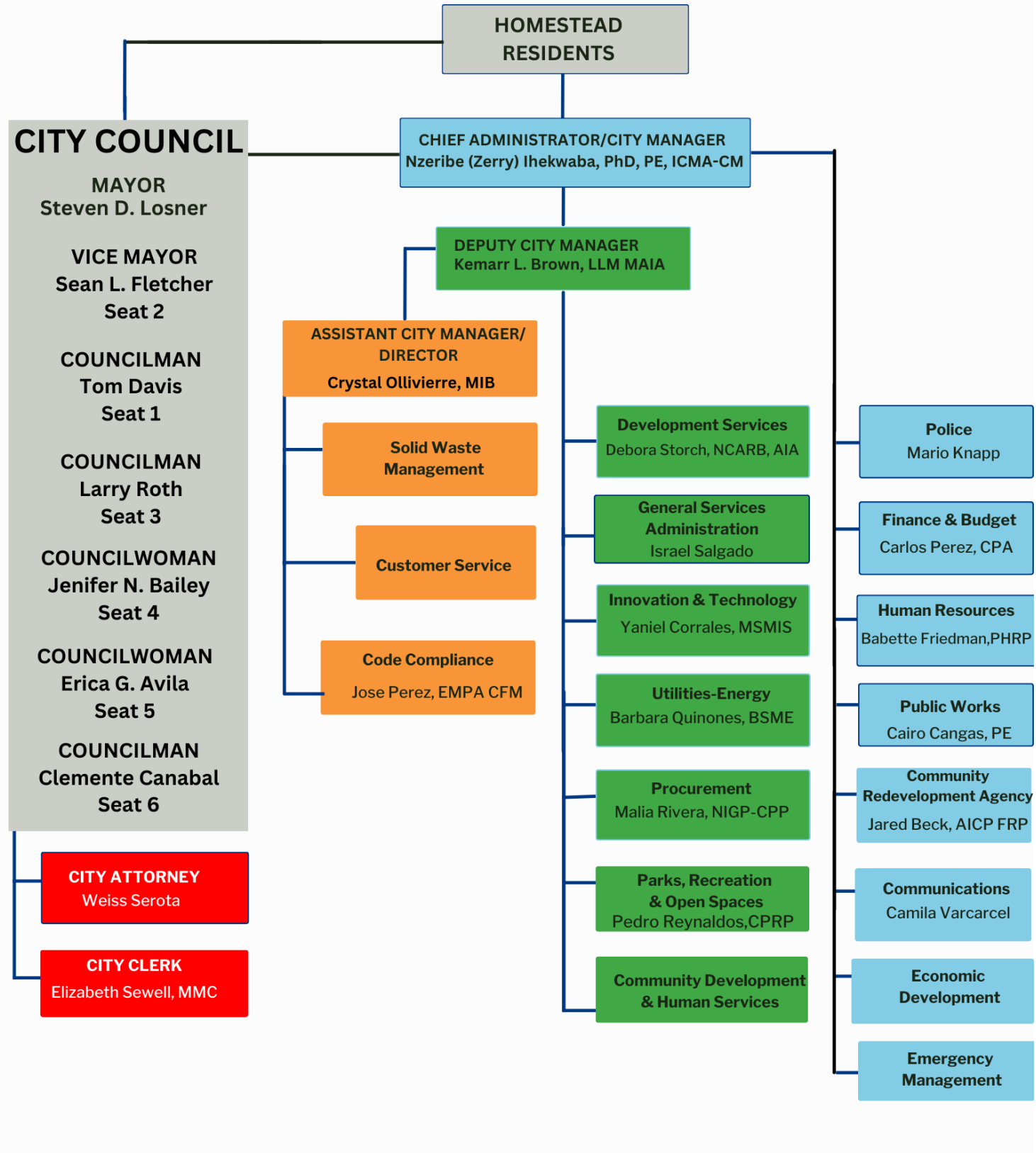
We maintain our commitment to residents, businesses, visitors, and each other by taking ownership of our responsibilities.

Leadership

We foster a results-focused culture by taking initiative, listening, and supporting innovation.

R E A L

Organization Chart



PRIORITY 1 Engagement

Our Goal

With service as our foundation, we strive to develop new and relevant communication channels to connect broadly with residents and businesses to effectively improve understanding and transparency.

Objectives

- Utilize multiple tools and platforms to develop, inclusive of traditional media, an integrated communications plan to regularly and consistently engage with the community, and promote City initiatives, meetings, and special events.
- Develop and implement citywide customer service training for staff to create a solution-focused service culture.
- Establish engagement liaisons for each department to facilitate connections with the community.
- Implement life safety and emergency management programs and initiatives that enhance resident readiness and resilience against natural and man-made threats.
- Organize civic engagement pop-ups for residents to connect directly with City staff to ask questions and gain information.
- Launch “You asked, we did” campaign to highlight resident feedback and share improvements made to services via collaboration with the community.
- Upgrade internal reporting software and implement public dashboards to transparently communicate Homestead crime data.
- Revamp the City’s website to improve access to information for residents, businesses, and visitors.
- Develop business engagement strategy to cultivate stronger ties with the business community.

What are we doing?

Connecting Residents with the City

We are providing an outlet and environment for residents to connect with the city.

Raising Awareness through Community Education

We are investing in education and community events, so our community is knowledgeable about the city.

Strengthening Communication with the Community

We are improving access to information sharing to strengthen our relationship with the community.

Connecting with Traditional and Emerging Media

We are enhancing the communication process and fostering positive media impressions.



PRIORITY 2

Quality of Life

Our Goal

Build upon Homestead's unique history and charm to implement programs and services that create new amenities and family-friendly activities within a safe and beautiful environment.

Objectives

- Evaluate recreational programming and facility upgrade options to add capacity to increase family-friendly activities.
- Define clear procedures for immediate identification, reporting, and response to illegal dumping and other immediate health safety and welfare issues.
- Expand and preserve the City's tree canopy to promote a healthier, more resilient environment.
- Review street lighting and identify areas to make enhancements and improve perceptions of safety.
- Augment pedestrian and bike infrastructure by installing missing bike/pedestrian segments with a focus on areas around schools, widening existing narrow bike/pedestrian segments, and making existing sidewalks compliant with ADA criteria.
- Explore new funding and partnership opportunities to improve access to services for vulnerable and underserved residents.
- Evaluate staffing needs for beautification efforts such as litter remediation to improve cleanliness in the City.
- Increase access to housing options by expanding home ownership education, down payment assistance, and aging in place programs.
- Develop and implement design standards and architectural guidelines to improve the aesthetics of the City.
- Develop a localized public transportation plan that will enhance the ridership experience, increase mobility options for residents and visitors, and improve the appearance of the vehicles,
- Expand out-of-school time programs to provide safe and healthy options for children and families in the community.
- Perform a comprehensive code rewrite to remove outdated regulations and improve the City's appearance.

What are we doing?

Enhancing Community Safety

We are enhancing the sense of safety in our community.

Building Strategic Partnerships for Service Access

We are cultivating strategic relationships with our partners to expand access to services.

Preparing for Emergencies

We are strengthening our preparedness for emergencies to protect lives, safeguard infrastructure, and ensure continuity of essential services.



PRIORITY 3 Infrastructure

Our Goal

Use innovative approaches to modernize the City's infrastructure to enhance livability, improve environmental outcomes, and optimize resources to create a sustainable future for the community.

Objectives

- Develop and implement a 20-year infrastructure master plan to identify needs, priorities, and associated funding strategy to help ensure the long-term sustainability of the community.
- Alleviate traffic congestion by partnering with regional transportation agencies to improve road and highway infrastructure to increase access to regional destinations.
- Implement an asset management system to improve efficiency, optimize resources, and increase the lifespan of City infrastructure.
- Invest in smart metering technology to improve billing processes and data collection for all utilities.
- Continue investments in water and sewer infrastructure to improve water quality, increase operational efficiencies, and lower long-term costs.
- Proactively identify public right-of-way improvement needs to enhance safety and community appearance.
- Make investments in technology systems that improve the performance and efficiency of the City.
- Improve transportation access for residents by expanding micromobility options, exploring subsidies, and investing in first- and last-mile improvements.

What are we doing?

Investing in Smart Technologies

We are investing in technologies that improve the way we do business.

Maintaining and Sustaining Infrastructure

We are maintaining our infrastructure to help ensure the sustainability of our city.

Improving Connectivity

We are improving the connectivity of our infrastructure to enhance mobility and access.











PRIORITY 4

Economic Development

Our Goal

Cultivate a thriving local economy where residents can live and work in Homestead, enjoy an active downtown, and access a diverse range of jobs and opportunities.

Objectives

- Implement modern and streamlined plan review and permitting system to improve ease of business creation, expansion, or reinvestment.
- Evaluate current land use regulations against future needs to help ensure City zoning encourages high-quality development that maximizes current community assets and attracts new amenities.
- Increase interaction between city administrators, officials, and businesses to focus on the business needs and business attraction to the city.
- Launch a destination marketing campaign to showcase what Homestead has to offer to attract visitors and new businesses.
- Encourage investments for streetscapes and beautification efforts in major corridors to improve vibrancy.
- Redevelop the old city hall site as an entertainment hub for residents and visitors and a catalyst for additional investment.
- Revitalize the City's Historic Downtown Core to increase local commercial business activity.
- Develop a marketing and advertising campaign targeted at the development community to encourage new investments
- to create community amenities.
- Support citywide programming and events to improve access for local entertainment options.
- Expand broadband and support digital transformation to support the local economy.

What are we doing?

Expanding Local Entertainment Options

We are increasing access to local entertainment options for residents and visitors.

Improving Our Brand Perception

We are promoting our community assets to be viewed as a destination of choice.

Investing in Our Neighborhoods

We are supporting neighborhood stabilization efforts and encouraging private reinvestment.



PRIORITY 5 Internal Operations

Our Goal

Improve the City's operations through data-centric and data-driven decision-making, a culture of professional growth and development, and a solution-focused mindset.

Objectives

- Implement policies and procedures that promote good fiscal stewardship, strategically manage resources, and emphasize accountability in financial management to support long-term community vitality.
- Provide timely, effective, and solution-oriented technology support that empowers all City departments to operate efficiently and serve the public seamlessly.
- Deliver and maintain hardware solutions that align with departmental needs, promote operational efficiency, and support long-term digital resilience across all City departments.
- Establish and maintain clear processes and procedures that are easily accessible to staff so that we have an informed and self-sufficient workforce.
- Promote purpose-minded, value-added, cross-functional workgroups so that we develop a one-team mindset.
- Leverage cutting-edge technology solutions to provide modern and accessible options for efficient service delivery.
- Develop and deliver structured training and coaching programs to help ensure continuity of operations.
- Create a supportive culture that encourages calculated risk-taking to drive innovative solutions to the City's challenges.

What are we doing?

Supporting Local Businesses

We are engaging vendors and expanding the City's support for local businesses.

Building a High-Performing Workforce

We are cultivating a high-performing workforce to attract and retain employees.

Improving Service Delivery

We are streamlining internal processes to improve service delivery.

Excelling in financial management

We are striving for excellence in the management of public funds.











Performance Measures

Engagement



- Maintain digital campaign engagement and click-thru rate of 50%
- Implement direct SMS alert system by December 31, 2025
- Number of attendees at City events/meetings
- Number of pop-ups hosted
- Develop Business Engagement Plan by January 31, 2026.
- Increase percentage of Citizen Police Academy Participants
- Implement paperless billing by December 2025 and achieve 5% enrollment in 2026
- Launch community calendar and destination marketing web site in FY 2026
- Launch new website by the end of FY 2026
- Develop or update all-hazards emergency plans, policies, and procedures in accordance with state law by Q4 2025

Quality of Life



- Develop tree canopy master plan by FY2027
- Establish baseline and increase number of tree plantings annually
- Reduce number of reported violent crimes per 1000 residents by 5%
- 95% of dumping reports resolved within 72 hours.
- Increase program offerings for all age groups in the community
- Number of first-time home buyers assisted with down payment support
- Number of homes rehabilitated with emergency repairs
- Initial code compliant acknowledgment in less than 24 hours

Infrastructure



- Create Water & Sewer Master Plan by December 30, 2025
- Create Transportation Master Plan by December 30, 2025
- Create Stormwater Master Plan by September 30, 2027
- Implement asset management pilot system by September 30, 2026
- Install 20% of electric advanced metering infrastructure (AMI) smart meters per fiscal year starting fiscal year 2025 – 2026
- Reduce the number of non-remote read meters outside of Homestead Public Services (HPS') service area by 10% per year beginning FY27
- Evaluate potential emergency management grants/funds and meet quarterly to determine eligibility for electric utility
- Prioritize top capital improvement projects using technology to improve process efficiencies for two water and sewer and two electric projects to implement in fiscal year 2027
- Complete code changes associated with solid waste scheduled bulk pick-up program by September 30, 2027
- Time from dispatch to officer arrival for emergency calls, measured in minutes and seconds, decreased to under eight minutes for 90% of calls
- Revamp Utilities and Public Works Code by December 31, 2026.

Performance Measures

Economic Development



- Increase transit ridership by 10%
- Number of grant programs or incentives utilized
- Brand recognition/engagement index through surveys and social media
- Number of new business leads (set baseline and track)
- Number of educational workshops or one-on-one sessions facilitated with businesses through the CRA
- Track number of “Expedited Review” building permits issued
- Track building permits application intake processing time
- Track number of occupational licenses (Business Tax Receipts) issued in relation to applications received
- Commission a workforce analysis study of Homestead residents to determine current skillsets and industries of residents to better target new business recruitment

Internal Operations



- Identify at least 50% of data opportunities over one fiscal year that each department can measure
- Measure the percentage of services/projects/programs that have met their pre-established timeline and budget
- Develop a process inventory by department by December 31, 2025
- Establish a minimum of 30% of documented processes and procedures over the next three years that are uploaded to the City’s employee hub
- Perform a minimum of two citywide employee surveys per fiscal year
- Facilitate one strategic planning session in each department to review data and progress
- Connect data and progress to department roles
- Implement EPL Phase 1 October 1, 2025
- Implement Tyler Parks by February 2026
- Establish a platform for training offerings by October 1, 2026
- Coordinate and deliver a minimum of 12 structured training sessions annually
- Develop career mapping program for employees by September 30, 2025
- Develop performance evaluations with specific criteria and goals that emphasize SC-CR by October 1, 2026
- Leadership academy for mid- and senior-level staff launched by October 1, 2026
- Achieve a 25% reduction in preventable vehicular accidents involving city vehicles
- Percentage of sworn officers retained annually, excluding retirements. Target: 95% retention.
- Work to ensure the City sustains at least its current bond rating (e.g., AA-/Aa3) through ongoing fiscal discipline, clean audits, and strong financial policies.
- Achieve an average of 30 calendar days to fill an open position 2026 and 20 days to fill in 2027
- Track the number of grant applications submitted versus awarded quarterly; total $ amount requested and awarded.
- Launch external-facing dashboards to share key program metrics with the public by September 30, 2025

Community Engagement Summary



Online interactions with Social Pinpoint
596 contributions
417 contributors



Community Survey Responses
303



Individual contact emails sent
119,422



Employee Survey Responses
460



Community Forum Participants
50+



Stakeholder Interviewed
40

Acknowledgements

The development of this Strategic Plan would not have been possible without the leadership, support, and active participation of the City Council, staff, and our community.

We extend our sincere appreciation to everyone involved for their vision, guidance, and commitment to sharing a brighter future for our community



FLORIDA

1913

CITY OF HOMESTEAD







STRATEGIC PLAN • 2025-2030

ST. JOHNS COUNTY

EST. 1821

FLORIDA AT FIRST SIGHT

STRATEGIC PLAN 2024-2029



St. Johns County Board of County Commissioners

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THE PURPOSE OF OUR STRATEGIC PLAN

What Is Our Strategic Plan?

The St. Johns County Strategic Plan serves as a roadmap charting a course for the future, outlining the results we aim to achieve for our community. It guides who we serve, what we do, and why we do it. The Plan defines a shared vision for the future enabling us to focus the County's resources on clear priorities while holding ourselves accountable to you, our community. The vision, goals, priorities, and objectives outlined in this Plan are the result of a comprehensive engagement process, where community members expressed their aspirations for the future and identified key priorities and significant steps toward progress.

At its core, the Strategic Plan enables us to realize the community's vision and adapt to a changing environment.

Why Is the Plan Important?

The Strategic Plan helps the County prioritize and determine where to invest its resources. It provides guidance for the St. Johns County Board of County Commissioners, leadership, and staff clarifying what is important to the community and how to achieve those goals and aspirations.

- The **mission** outlines what we need to accomplish, keeping us focused on our purpose and tasks at hand.
- The **vision** indicates our destination, ensuring we remain focused on our goals.
- The **values** guide how we conduct our work, informing our decisions and the service we provide.
- The **strategic priorities, goals, and objectives** define the focus and actions needed to achieve the vision.

The Strategic Plan lays the foundation for targeted actions by emphasizing outcome-oriented goals and objectives. It allows the County to prioritize its activities, budget accordingly, and deliver the highest value possible to our community.

With the Strategic Plan as a guide, all other County plans and initiatives can be built to align so that everything flows in a common direction. This alignment enhances our capacity to steer our future, make informed decisions with available resources, and maintain accountability to you, our community.



LETTER FROM
COUNTY ADMINISTRATOR

Dear St. Johns County Residents,



It is with great excitement and gratitude that I write to you today about an important milestone for our community. After months of collaboration and invaluable input from residents like you, we are proud to announce and share our new Strategic Plan.

This plan is more than just a roadmap for the future; it reflects our collective vision for a thriving community and an exceptional quality of life. Your feedback has been instrumental in shaping this direction, and I want to extend my heartfelt thanks to each of you who participated in our community forums, surveys, and discussions. Your voices have truly made a difference.

Together, we've defined our mission, vision, and values to guide us as we move forward. We have also identified six strategic priorities for the St. Johns County Board of County Commissioners: community trust, community well-being, enhanced conservation, economic prosperity, infrastructure, and organizational excellence. These priorities will help us focus our efforts and ensure we are serving you effectively.

As we implement this Strategic Plan, your continued involvement will be essential. We are eager to keep the lines of communication open and welcome any feedback or suggestions you may have.

On behalf of the Board of County Commissioners and County staff, thank you once again for your dedication and partnership in shaping the future of St. Johns County. Together, we can make a meaningful difference and build a community we can all be proud of.

Sincerely,
Joy Andrews
County Administrator

HOW DID WE ARRIVE AT THIS

STRATEGIC PLAN?

November – December 2023

- Project Initiation and Management

January – April 2024

- Project Orientation with Board of County Commissioners and Leadership
- Strategic Plan and Community Website Launched (Social Pinpoint)
- Community Forums with Residents
- Interviews and Focus Groups with County Stakeholders
- Statistically Valid Community Survey Completed
- Development of Environmental Scan to inform the Strategic Plan

May – June 2024

- Strategic Planning Retreat with Board of County Commissioners
- Strategic Plan Development Workshops with Department Directors and Staff

July – August 2024

- Development of Mission, Vision, and Values
- Development of Strategic Priorities, Goals, Objectives, and Performance Measures with Department Directors and Staff

September 2024

- First Presentation of draft Strategic Plan to the Board of County Commissioners
- Implementation Planning with County Staff

December 2024

- Adoption of the Strategic Plan by the Board of County Commissioners

January 2025 - December 2029

- Implement St. Johns County Strategic Plan

HOW DID WE ARRIVE AT THIS

STRATEGIC PLAN?



2,243
Online interactions with Social Pinpoint



750
Survey responses



665
Comments and responses on Social Pinpoint



325
Residents attended 6 community forums



52
Interview and focus group participants



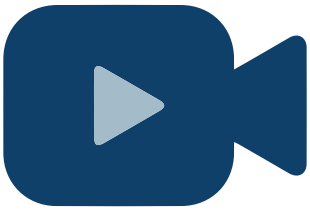
4
Board of County Commissioners engagements



57
Post generated 65,841 impressions, demonstrating significant visibility



4,568
Total engagements, including reactions, comments, shares, and clicks



11,128
Video views across the posts

MISSION VISION AND VALUES

Our Mission

We serve and invest in our community through innovative leadership, high-quality services, and preserving the County's history and natural beauty while enhancing economic vitality.

Our Vision

St. Johns County is a historic community with a thriving population and economy, offering world-class cultural and recreational opportunities and an exceptional quality of life.

Our Values

Dedication

We are persistent and determined in our unwavering dedication to serving our community and committed to delivering results that meet the diverse needs of our residents.

Openness

We believe in the power of clear and transparent communication to foster trust, collaboration, and understanding.

Adaptability

We embrace flexibility, innovation, and resilience in every aspect of our work.

Visionary

We foster a culture of curiosity and creativity to drive meaningful progress and deliver forward-thinking community solutions.

Fiscal Responsibility

We are prudent and accountable stewards of our financial and physical resources so that our community thrives.

Integrity

We make trustworthiness, reliability, and honesty the cornerstones of our actions, building and maintaining trust with our community through consistently delivering our promises and ethical behavior in every action.

Humility

We approach our work in partnership with our community, providing services in a compassionate and empathetic way so that all feel valued and respected.

STRATEGIC PRIORITIES



COMMUNITY TRUST

Enhance community trust through proactive communication to foster engagement and build an environment of public participation.

OBJECTIVES

Expand opportunities for community input and access to information to promote awareness and understanding of government operations and decision-making.

Outcomes

- Improved community trust
- Supported educated, engaged, and informed public who provides input and obtains information
- Developed public participation and citizen feedback platforms

Performance Measures

- Maintain/increase residents' overall trust in the County government (measured by annual community survey)
- Maintain/increase residents' satisfaction with County communication and engagement (measured by annual community survey)
- Maintain/increase residents' satisfaction with the County website (measured by annual community survey)
- Increase in community participation in communication channels and activities measured year-over-year



Build effective organizational communication to ensure consistent and accurate information is delivered to the community.

Outcomes

- Community received consistent and accurate information
- Internal department communication strategy is efficient and effective
- Developed inter-department and countywide collaboration platforms

Performance Measures

- Maintain/increase resident satisfaction with the quality and responsiveness of County services (measured by annual community survey)

COMMUNITY TRUST

Expand and promote volunteer opportunities to enhance citizen participation in County programs and services.

Outcomes

- Enhanced citizen participation
- Expanded volunteer opportunities
- Increased public awareness of volunteer opportunities

Performance Measures

- Increase in volunteer rates for boards and committees
- Increase newsletter distribution as compared to industry averages annually
- Increase volunteer applications received for board or committee positions
- Increase the County's mobile app subscribers







COMMUNITY WELL-BEING

Expand access to safe public spaces, diverse recreational facilities, attainable housing, and innovative community activities to foster physical and mental well-being and connectivity within our community.



OBJECTIVES

Improve and expand recreational and cultural facilities to promote diverse connections across the community and foster social engagement for all interests and abilities.

Outcomes

- Improved existing leisure and cultural facilities for accessible social engagement
- Increased community utilization of amenities

Performance Measures

- Increase in the number of parks per 1,000 residents, per National Recreation and Parks Association
- Increase in the number of programs provided at parks and libraries
- Maintain/increase resources to adequately support Parks and Recreation and Library Services facilities and assets
- Complete an assessment of current facilities and assets requiring renovation or replacement and maintain inventory
- Increase in the number of library card applications
- Increase in circulation of print and electronic library materials

Engage with the arts and culture sector to preserve the community's identity through events, programming, and educational classes provided by the Library and Parks & Recreation Departments.

Outcomes

- Increased community participation in Park and Library programs
- Improved collaboration between the Library Services and Parks and Recreation Departments for program delivery
- Established new arts programming and education classes

Performance Measures

- Increase internal and external programs offered by Library Services and Parks and Recreation
- Increase in the number of community partner engagements to provide programing
- Increase in the number of art installations in County facilities
- Maintain/increase community satisfaction with events/programs hosted, sponsored or coordinated by Parks and Recreation and Library Services (measured by annual community survey)
- Maintain/increase resources to adequately support the demands on Parks and Recreation and Library Services facilities and assets

Leverage partnerships with nonprofits and other community organizations to enhance human and social service programs and initiatives.

Outcomes

- Improved resident awareness of available County services
- Enhanced resident self-sufficiency and stability
- Educated participants who comply with program requirements

Performance Measures

- Improve outcomes in County human services programming year-over-year
- Increase in the number and variety of social service resources available to the community each year
- Increase in the number of individuals positively impacted by partnership initiatives
- Maintain/improve participant satisfaction with program outcomes (measured through annual satisfaction and feedback surveys)

COMMUNITY WELL-BEING

Encourage and support pet ownership through programs and partnerships to reduce the number of stray animals and owner surrenders.



Outcomes

- Reduction in stray, feral, and lost pet population

Performance Measures

- Reduction in the percentage of pets surrendered each quarter
- Increase in the number of pet outreach events
- Increase in the number of volunteers at the Pet Shelter and pet outreach events
- Increase in the number of low-cost and no-cost vaccines administered

Focus capital investments on transportation options to create a more livable, connected, and resilient community.



Outcomes

- Connected residents to the community by providing efficient transportation options and resources
- Expanded sidewalks, trails, and bike paths connecting communities

Performance Measures

- Complete Connectivity Plan for mobility
- Identification of pedestrian/bike trails gaps
- Increase in number of miles of sidewalk added annually
- Increase in number of bike lanes/trails added annually
- Maintain/increase community mobility through expanded culture and recreational facilities and amenities (measured by annual community survey)

In partnership with public safety agencies, maintain a low crime rate and further enhance the safety of residents and visitors in the community by supporting strong policies, funding, and initiatives.

Outcomes

- Increased community safety
- Maintained a strong foundation for crime prevention and community efforts through community education and engagement
- Engaged non-profit organizations for collaboration with law enforcement, fire rescue, code enforcement, and animal control to educate, conduct policy research, and explore new initiatives

Performance Measures

- Decrease/maintain crime rate year-over-year
- Increase in community education engagement events about local code enforcement ordinances
- Increase in percentage of non-profit participation in education programs aimed at improving safety and reducing crime
- Increase in the number of law enforcement, fire rescue, code enforcement, and animal control-sponsored community events
- Reduce/improve response and "control" times of fire incident calls
- Reduce/improve response and "transport" times of medical aid call
- Maintain/increase community satisfaction in law enforcement, fire, and emergency medical response times, interactions, and encounters (measured by annual community survey)
- Maintain/increase community satisfaction with the County's emergency preparedness (measured by annual community survey)

COMMUNITY WELL BEING

Support public safety programs through expanded career development opportunities, comprehensive training, and robust wellness programs for Fire Rescue personnel.

Outcomes

- Well-trained and emotionally supported public safety personnel to respond to emergencies

Performance Measures

- Expand patient treatment and protocol in line with medical procedures and technology advances
- Expand community-based emergency medical services programming to reduce non-emergency response calls for assistance
- Increase the number of quarterly training hours for all fire and emergency medical services personnel
- Maintain/increase resources to adequately support annual public safety personnel, capital equipment, and training investments



Provide support to homeowners through initiatives focused on preventing displacement and fostering affordability.

Outcomes

- Supported residents in remaining housed and maintaining generational wealth
- Restored and/or recognized safety, health, and sanitation levels in neighborhoods
- Improved education about home maintenance and upkeep that supports neighborhood values

Performance Measures

- Increase in affordable housing units preserved, rehabilitated, or repaired annually
- Reduce the number of code enforcement engagements with homeowners regarding safety, health, and sanitation issues annually



Leverage private and public sector resources to establish programs and opportunities that preserve and create affordable workforce housing units and initiatives.

Outcomes

- Created additional workforce housing stock
- Expanded access to homeownership

Performance Measures

- Complete a Local Housing Needs Assessment
- Increase in the number of workforce housing units annually
- Increase in the utilization rate of the Housing Counseling Program for first-time homebuyers

ECONOMIC PROSPERITY

Promote suitable economic growth by diversifying revenue sources, building strong business partnerships, and expanding community opportunities.





OBJECTIVES

Enhance the proactive approach to identifying and attracting industrial and commercial businesses suitable for St. Johns County to diversify the commercial tax base.

Outcomes

- New businesses built, expanded, or relocated into St. Johns County

Performance Measures

- Create a comprehensive lead generation process for target industries
- Complete a business recruitment program
- Increase the number of site submissions for project referrals from regional partners
- Increase the number of first contacts with prospective companies
- Increase in the number of business attraction activities hosted or participated in by the County annually
- Increase in the number of net new jobs created by businesses that have been attracted to the county because of the attraction program
- Increase in the amount of outside capital investment brought to the community because of the attraction program

Objective: Invest in economic incentive programs in target industries to expand the local economy and create jobs.

Outcomes

- A thriving and diverse economy that is sustainable
- Increased the availability of livable wage jobs

Performance Measures

- Improved property value of incentivized projects in target industries
- Increase in the number of jobs added from incentivized projects
- Increase commercial and industrial tax base
- Decrease the number of residents leaving St. Johns County for work

Cultivate a strong workforce pipeline through community partnerships to meet the needs of employers.

Outcomes

- Readily available skilled labor force
- Support for new workforce training programs in the County

Performance Measures

- Increase in the number of "in-area" workforce and industry training programs
- Increase in the number of skilled certifications, diplomas, and advanced degrees obtained

ECONOMIC PROSPERITY



Boost local business competitiveness and sustainability by partnering with development networks for access to resources, training, and technical support.

Outcomes

- Thriving local businesses within the County
- Supportive network of partners for business retention

Performance Measures

- Implement a comprehensive business retention strategy
- Increase positive business climate ratings as reported by the annual business satisfaction survey
- Increase in the number of business retention activities hosted or participated in by the County
- Increase in the number of businesses that use the county business assistance services
- Reduction in local business closings



Provide resources and solutions to local agricultural businesses through partnerships aimed at enhancing their sustainability.

Outcomes

- Sustainable growth in agricultural businesses

Performance Measures

- Create programs and incentives for agricultural businesses
- Increase in county agriculture productivity rates
- Increase in the number of new or expanded agricultural businesses

Cultivate an innovative and vibrant entrepreneur ecosystem that fosters startup and entrepreneurial activity throughout the County.

Outcomes

- Expanded networks, available resources, and viable locations for startups and growing entrepreneurial firms
- Positive reputation among investors and capital providers

Performance Measures

- Increase in the number of entrepreneur-focused events
- Increase in the number of local entrepreneurial programs
- Increase in the number of new business starts, excluding rental properties
- Increase/maintain the change in capital investments from angel investors and venture capital firms
- Increase/maintain capital investment from mission-based lending institutions



ENHANCE CONSERVATION

Collaborate with key stakeholders and partners to protect environmentally sensitive lands and natural resources.



OBJECTIVES

Pursue diverse funding sources to support land conservation, including partnerships, government grants, donations, corporate sponsorships, and philanthropic investments.

Outcomes

- Increased land preservation
- Improved ecological management of county-owned/managed lands

Performance Measures

- Increase in the number of acres encumbered by conservation restrictions
- Reduction in general fund dollars per acre of conservation land
- Increase in funding sources for land acquisition
- Maintain/increase resident satisfaction with conservation efforts (measures by annual community survey)

Improve opportunities for outdoor recreation and increase public awareness of access to trails, waterways, and natural areas.



Outcomes

- Improved public awareness of green spaces and natural corridors
- Enhanced identification and protection of vital green spaces, natural habitats, and wildlife corridors
- Strategic approach to improved access to trails, waterways, and natural areas

Performance Measures

- Update the Greenway, Blueway, and Trails plan
- Increase in participation in outdoor recreational activities
- Increase miles of green space trails
- Additional recreational acreage dedicated
- Maintain/increase resident satisfaction with public enjoyment of, and access to, natural areas (measured by annual community survey)

Establish proactive planning and sustainable strategies to protect the community's infrastructure and natural ecosystems from natural disasters and rising sea levels.

Outcomes

- Mitigated storm impacts on infrastructure and dunes
- Identified vulnerabilities across the County

Performance Measures

- Complete the Coastal Resilience plan
- Complete county-wide vulnerability assessment
- Increase in resilient infrastructure protected
- Increase in grant funds awarded through vulnerability assessments
- Increase in the number of hardened beaches restored
- Increase in the number of accessory elements maintained
- Maintain/increase resident support for coastal resilience plans (measured through community survey in 2027)

ENHANCE CONSERVATION



Explore opportunities and incentives for developers to contribute to land conservation and preservation.

Outcomes

- Developers prioritized and incorporated conservation efforts into their projects
- Adopted policies and incentives for developments with increased natural areas

Performance Measures

- Increase in developer contributions for land conservation and preservation
- Increase in the number of development projects with conservation measures incorporated
- Land Development Code amended by 2026

Support the agricultural community by providing incentive options to promote and sustain the cultural identity of agricultural land while respecting the rights of individual property owners.



Outcomes

- The agricultural community is informed on incentives and options to conserve agricultural lands.

Performance Measures

- Complete an agricultural preservation plan
- Increase in the number of acres in agricultural conservation easements
- Maintain/increase awareness of agricultural conservation incentives (measured through community survey)

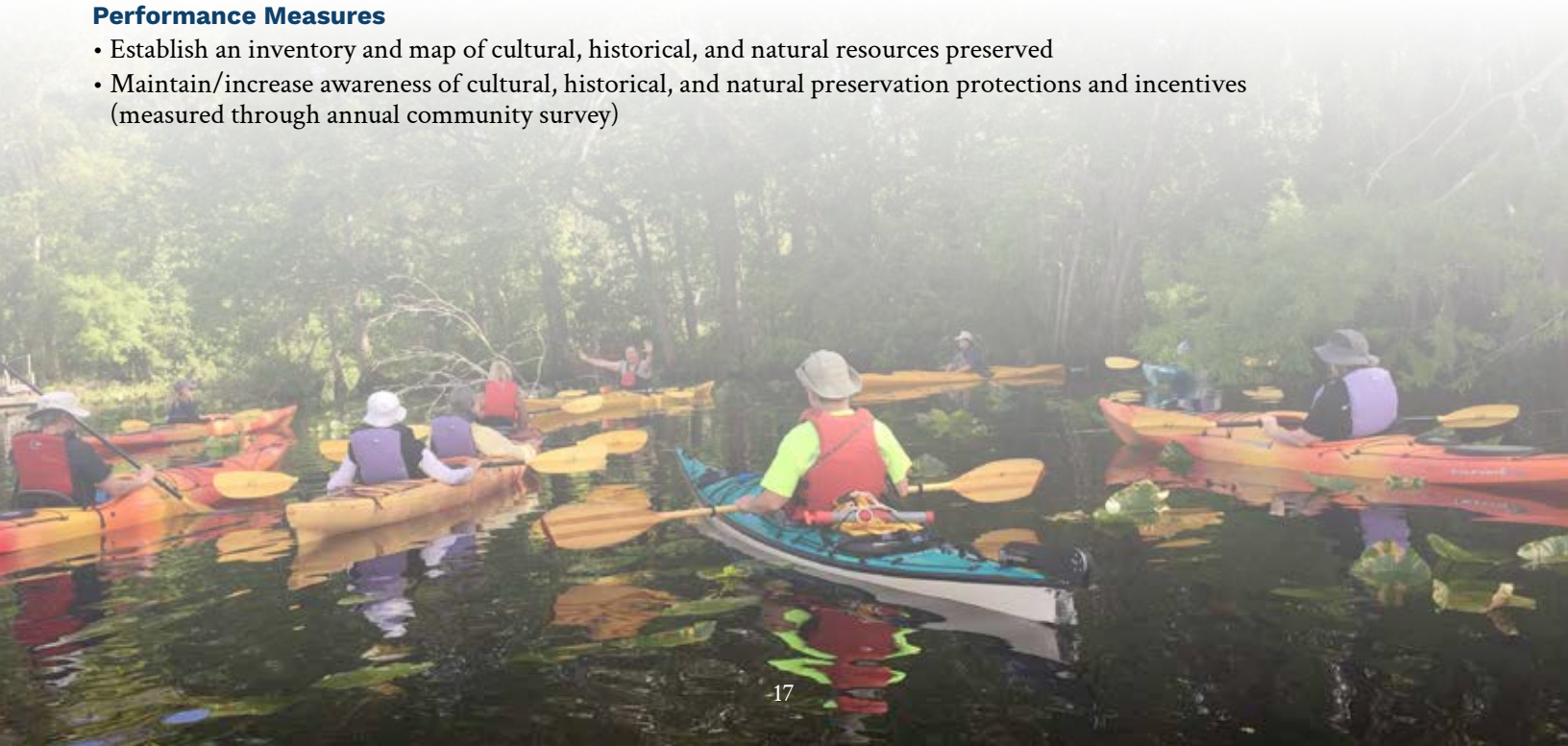
Protect cultural, historical, and natural resources that maintain neighborhood character and stability in alignment with resident goals

Outcomes

- Protections within the Land Development Code consistently applied
- Increased public awareness of resource protection regulations

Performance Measures

- Establish an inventory and map of cultural, historical, and natural resources preserved
- Maintain/increase awareness of cultural, historical, and natural preservation protections and incentives (measured through annual community survey)



INFRASTRUCTURE

Implement comprehensive, safe, and efficient public infrastructure programs to enhance community mobility and ensure access to goods and services.



OBJECTIVES

Build and maintain safe transportation systems to connect communities across St. Johns County.

Outcomes

- Enhanced and diverse transportation system
- Improved reliability and extended life of system assets
- Improved traffic safety with a reduction in roadway crashes
- Collaboration with public safety agencies for disaster management

Performance Measures

- Maintain/improve resident satisfaction with transportation services levels (measured by annual community survey)
- Improve the Walkability Score (benchmarked against similar municipalities)
- Maintain a Pavement Condition Index (PCI) of 75-85 for all streets and roads
- Reduce fatal and serious injuries for all users of the County Road network
- Completion of sidewalk gap analysis in four years
- Improve number of sidewalks gaps annually
- Change in "Target Zero" crash rating
- Increase in the percentage of roads that meet drainage capacity requirements
- Reduce the number of flooded roadways annually

Increase the capacity of major collector roadways to reduce traffic congestion.

Outcomes

- Reduced travel times in high-congested areas
- Improved commute times during peak travel periods

Performance Measures

- Improve signal delay at intersections
- Reduce the percentage of traffic congestion complaints by residents and commuters
- Reduce average vehicular speed on arterial streets
- Increase in state and federal funding to maximize investment in local infrastructure
- Completion of North-South corridor

Minimize the impacts of flooding on adjacent properties by properly designing, building, and maintaining roads and bridges.

Outcomes

- Properties saved or preserved after flood events
- Increased public awareness of the importance of drainage design and stormwater management

Performance Measures

- Reduction in property damage flood claims
- Increase in the number of capital projects completed
- Increase in the amount of funds invested in resiliency project areas or adaptation areas
- Increase the percentage of homes at or above floodplain elevation requirements

INFRASTRUCTURE

Define requirements to offset/reduce impacts of new development to maintain adequate service levels.

Outcomes

- Infrastructure in place before development
- Developer compliance with mitigation guidelines

Performance Measures

- Change in amount of impact fees received annually
- Complete Mitigation Plan

Collaborate with public and private water and sewer utilities and leverage available funding sources to maintain reasonable utility costs to homeowners.

Outcomes

- Competitive utility rates are maintained
- Enhanced utility infrastructure assets

Performance Measures

- Compare utility rates with the region
- Annual changes in how assets are depreciated and reinvested (benchmark to industry 10%)
- Increase diversification of funding sources for utility infrastructure
- Maintain/improve resident satisfaction with utility services reliability (measured by annual community survey)

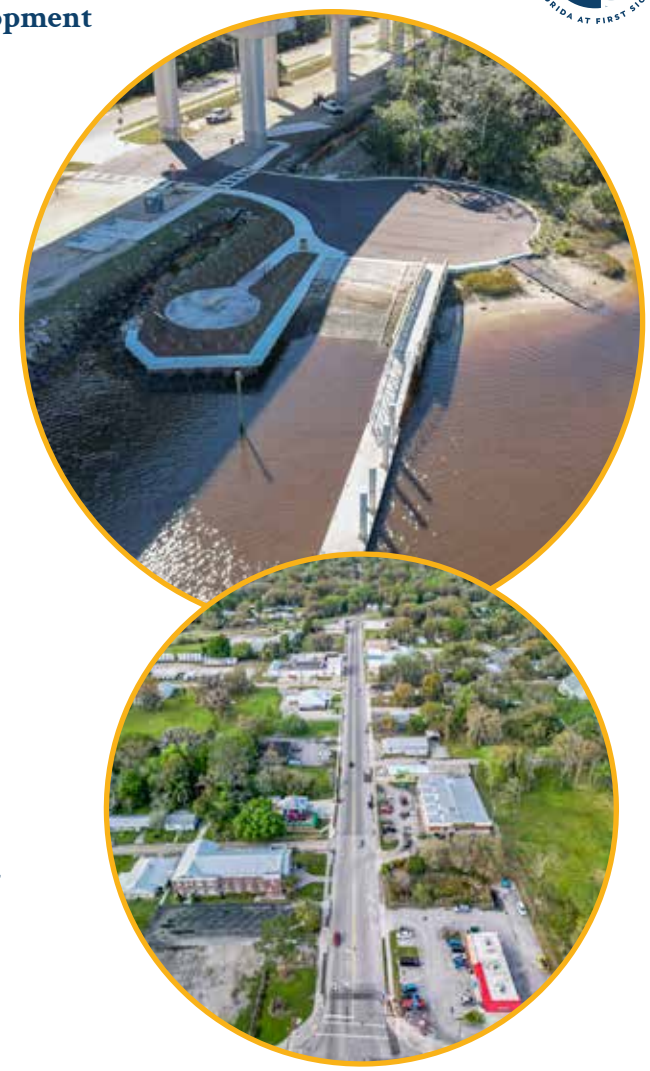
Expand stormwater policies and practices to improve water quality while reducing sediment and nutrient runoffs.

Outcomes

- Improved water quality
- Compliance with state stormwater mandates
- Increased public awareness of water quality best practices

Performance Measures

- Increase in water quality testing results below required limits
- Increase in capital investment in water quality improvement equipment
- Increase in training for water quality management staff



INFRASTRUCTURE

Implement actions to protect and ensure the long-term sustainability of the County's water supply and enhance public education about these actions.

Outcomes

- Reliable long-term water source
- Enhanced water conservation
- Increased public awareness of water conservation

Performance Measures

- Increase in the number of new Florida Friendly Landscaping projects completed
- Maintain/improve residents' knowledge of water conservation (measured by annual community survey)







ORGANIZATIONAL EXCELLENCE

Create an environment that fosters collaboration and teamwork, empowering County staff to deliver exceptional service.

OBJECTIVES

Create a work environment that keeps employees informed and engaged and allows them to suggest improvements in operations.

Outcomes

- Engaged staff
- Implementation of best practices across functions

Performance Measures

- Increase employee engagement and satisfaction with internal communication (measured by an annual engagement survey)
- Increase employee suggestion initiatives
- Increase the number of business processes improved annually



Leverage modern technology and system capabilities to improve operations.

Outcomes

- Reduced redundancies across functions
- Leveraged technology to streamline operations

Performance Measures

- Implementation of an Enterprise Resource Planning Solution
- Create technology governance and management framework
- Develop an information technology modernization plan
- Increase employee satisfaction with technology tools and services as measured by an annual employee engagement survey



Secure critical infrastructure for public safety, transportation, and utility programs by investing in appropriate human and technology resources.

Outcomes

- Implemented advanced technology to meet future critical infrastructure needs
- Completed system upgrades to achieve optimal functionality

Performance Measures

- Maintain/increase investment in technology upgrades annually
- Maintain/increase resources annually to adequately support, secure, and improve technology

ORGANIZATIONAL EXCELLENCE





Improve employee retention at the County by implementing a comprehensive onboarding and professional development program to sustain an engaged and committed workforce.

Outcomes

- Improved continuity of operations following staff turnover
- A well-trained workforce prepared for professional advancement

Performance Measures

- Develop a comprehensive employee onboarding program for the organization and within each department
- Improve organizational employee recognition program to acknowledge and celebrate employee successes annually
- Increase the number of training hours per employee annually
- Improve and improve utilization of employee tuition reimbursement assistance
- Improve system for evaluating employee performance and supporting professional growth
- Maintain/increase employee engagement (measured through an employee engagement survey annually)
- Maintain/increase employee retention rate quarterly

Streamline the hiring process, build a strong talent pipeline, and improve the candidate experience to attract top talent and become a sought-after employer.

Outcomes

- Reduced productivity loss from vacant positions
- Highly qualified and experienced workforce
- Positive experience for new hires

Performance Measures

- Maintain/reduce staffing vacancy rates quarterly
- Increase in the number of qualified applicants per job posting
- Increase/maintain new hire satisfaction experience (measured by new hire survey)



WHAT'S NEXT?

Putting the Plan into Action

We know our community has high standards and aspirations. We enjoy a high quality of life in St. Johns County and want it to remain an excellent place to be. The plan's five-year timeline allows for thoughtful sequencing of priorities and objectives that will make our continued high quality of life possible.

With the strategic plan in place, an implementation plan will translate the priorities, goals, and objectives into action steps with assigned responsibilities and established timelines. This will allow County departments to work together to achieve our desired future. The Office of Performance and Transparency will provide regular monitoring, and evaluation systems will be put in place to help ensure continuous improvement and ongoing alignment with the County's overarching goals. Implementing the County's new Enterprise Resource Planning (ERP) system will support this by enhancing efficiency, transparency, and decision-making.

We are committed to focusing resources on the priorities that best serve the needs of the community and captured in this plan. We will align the strategic plan with the County's annual budget process so we can ensure that resources are utilized efficiently and directed toward the most important priorities. As needs or opportunities shift during the plan's life, the County expects to address any needed changes as part of the annual budget process.

Keeping Track of Progress

The County will utilize strategic planning software to plan, monitor, and report progress toward goals and objectives, as well as report on performance measures. Tracking and monitoring holds us accountable.

The County will provide the community with an annual report and year-end presentation to the Board of Commissioners. Dashboards and other data visualization tools will be shared with community members so they can understand what we are working on and the benefits that will result for our residents, businesses, visitors, and the community overall.

Monthly –
County staff will discuss and evaluate progress on strategic goals and objectives.

Quarterly –
County leadership will provide the County Administrator with progress updates for each strategic plan priority.

Twice a Year –
The County Administrator's Office will prepare an update to the Board for each strategic priority, including progress updates, successes and wins, and challenges.

Annually –
The County Administrator's Office will prepare a year-end update detailing progress on each strategic priority, goal, and objective. The report will be presented to the Board of County Commissioners and shared with the community on the County's website **www.sjcfl.us**





STRATEGIC PLAN • 2024-2029

10. Required Forms

On the following pages, we include our Business Tax Receipt and completed W-9 form.

State of Florida
Department of State

I certify from the records of this office that BERRY, DUNN, MCNEIL & PARKER LLC is a Maine limited liability company authorized to transact business in the State of Florida, qualified on July 10, 2003.

The document number of this limited liability company is M03000002254.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 18, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of May, 2021

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 7947681557CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Berry, Dunn, McNeil & Parker LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2211 Congress St

6 City, state, and ZIP code

Portland, ME 04102

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

0	1	–	0	5	2	3	2	8	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** Dominique Chantigny | **Date** 8/5/25

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

On the following pages, we include signed copies of the City's additional required forms and addenda.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Berry, Dunn, McNeil & Parker, LLC

Name and Title of Authorized Representative

Seth Hedstrom, Principal

Signature

January 21, 2026

Date

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Berry, Dunn, McNeil & Parker, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal , the employee will proposal by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

January 21, 2026
Date

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

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

by Seth Hedstrom, Principal
(Print individual's name and title)

for Berry, Dunn, McNeil & Parker, LLC
whose business address is 2211 Congress Street Portland, Maine 04102
(If applicable) its Federal Employer Identification Number (FEIN) is 01-0523282

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.
   c. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall

   be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the

laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

___X___Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

January 21, 2026
(Date)

STATE OF Maine

COUNTY OF Cumberland

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Seth Hedstrom
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 21st of January, 2026.

Lali Lathrop
(NOTARY PUBLIC)

LALI LATHROP
NOTARY PUBLIC
State of Maine
My Commission Expires
October 31, 2031

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: **STRATEGIC PLAN CONSULTING SERVICES**

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

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Proposal der shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Proposal der Company Name: Berry, Dunn, McNeil & Parker, LLC
Authorized Company Person's Signature: _____
Authorized Company Person's Title: Seth Hedstrom, Principal
Date: January 21, 2026

STATE OF MAINE
COUNTY OF Cumberland

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 21st day of January, 2026 by Seth Hedstrom, who is ☑ personally known or ☐ produced identification (ID produced: _____).

Signature: Lali Lathrop Lali Lathrop (Seal) NOTARY PUBLIC

My Commission Expires: _____

LALI LATHROP
NOTARY PUBLIC
State of Maine
My Commission Expires
October 31, 2031

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

Vendor Name: Berry, Dunn, McNeil & Parker, LLC

Authorized Representative's Name and Title: Seth Hedstrom, Principal

Address: 2211 Congress Street

City: Portland State: Maine Zip Code: 04102

Phone Number: (207) 541-2200 Email Address: shedstrom@berrydunn.com

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

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

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

By: _____ Seth Hedstrom, Principal January 21, 2026

Authorized Signature | Printed Name and Title | Date

STATE OF MAINE
COUNTY OF Cumberland

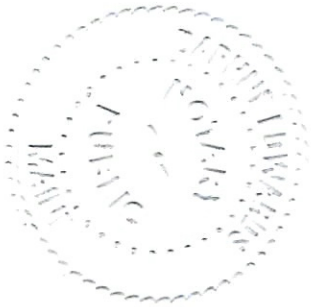
Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 21st day of January, 2026 by Seth Hedstrom, who is

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

Notary Public Signature: Daphne Edwards (Seal)

Print Name: Daphne Edwards My Commission Expires: January 5, 2030

DAPHNE EDWARDS
NOTARY PUBLIC
State of Maine
My Commission Expires
January 5, 2030



January 12, 2026

CITY FORT PIERCE

STRATEGIC PLAN CONSULTING SERVICES

RFP NO. 2026-021

ADDENDUM NO. 1

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

1. **QUESTION**: What is driving the City's desired timeline for this project? Is this timeline flexible?

   ANSWER: **The City's desired timeline is driven by the conclusion of the annual action agenda and the need to establish a new set of goals, objectives, and action items. We aim to have the strategic plan completed in the first quarter of 2026 to ensure alignment with upcoming initiatives and provide clear direction for the year.**

2. **QUESTION**: Does the City wish to use the most recent plan as a starting point for the strategic planning workshop, or would it prefer to begin the process anew?

   ANSWER: **The City is open to using the most recent plan as a starting point for the strategic planning workshop. This approach will allow us to build on existing progress while identifying areas for improvement and new priorities.**

3. **QUESTION**: What is the most recent data the City has regarding public perceptions of priorities and needs?

   ANSWER: **A community survey was conducted in 2024. See attached presentation summarizing the results.**

4. **QUESTION**: Can the City share its lessons learned from the development, execution, and results of the current plans?

   ANSWER: **The City was satisfied with eh process and has been successfully implementing the current plan.**

5. **QUESTION**: For scoping and planning purposes; doe the City have a budget allocated for this project, and can that amount please be shared?

   ANSWER: **There is no specific budget amount identified for this project at this time. Budget considerations will be addressed as part of the negotiation process.**

6. **QUESTION**: Could you please provide any details on the City's current budget for strategic planning and resource alignment?

ANSWER: **1. (Same as response above).**

There is no specific budget amount identified for this project at this time. Budget considerations will be addressed as part of the negotiation process.

7. **QUESTION**: Is the City of Fort Pierce open to proposals that incorporate remote or hybrid work arrangements for consulting services?

ANSWER: **The City is open to considering proposals that incorporate hybrid work arrangements for consulting.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Seth Hedstrom, Principal
Typed or Printed

Company Name: Berry, Dunn, McNeil & Parker, LLC

Address: 2211 Congress Street

Portland, Maine 04102

Date: January 21, 2026

/lh

January 16, 2026

CITY FORT PIERCE

STRATEGIC PLAN CONSULTING SERVICES

RFP NO. 2026-021

ADDENDUM NO. 2

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

1. **QUESTION**: For planning and pricing clarity, does the City have expectations regarding which project activities (e.g., leadership interviews, management team workshops, City Commission work sessions) should be conducted on-site versus remotely? Additionally, does the City anticipate a minimum number of in-person meetings or workshops as part of the base scope?

ANSWER: **The City is open to considering proposals that incorporate hybrid work arrangements for consults services.**

2. **QUESTION**: Can the City clarify its expectations regarding City Commission in the strategic planning process, including the anticipated number, format (e.g., workshop, briefing, work session), and approximate duration of sessions involving the Mayor and City Commission?

ANSWER: **The City's expectation is that the City Commission will play an active and collaborative role throughout the strategic planning process. We anticipate the City Commission will be fully engaged in identifying, prioritizing, and finalizing the goals, objectives, and vision that will guide the plan. To accomplish this, proposers should recommend the number, format, and approximate duration of sessions involving the City Commission. These sessions should be designed to allow meaningful input and consensus-building, ensuring the Commission's vision and priorities are clearly reflected in the final strategic plan. The final number and format of these sessions can be refined through the negotiation process.**

3. **QUESTION**: The Scope of Services references an optional Citizen Summit or Community Conversation. Should proposers assume this engagement is desired as part of the base scope of services, or should it be proposed as an optional or value-added component?

ANSWER: **The Citizen Summit or Community Conversation is optional, not required. Proposers may include this as an optional or value-added component, understanding that time constraints may limit feasibility.**

4. **QUESTION**: Does the City expect the consultant to conduct additional analysis of the 2024 community survey results, or should the survey be treated as an existing reference input to inform strategic priorities and facilitated discussions?

   ANSWER: **The 2024 community survey should be treated as an existing reference point. Additional analysis is not expected.**

5. **QUESTION**: For evaluation purposes, does the City have a preference for how Structure pricing (e.g., lump-sum fee, task-based breakdown, or a combination), provided all required deliverables outline in the RFP are included?

   ANSWER: **A task-based breakdown is preferred. Proposers may also include a lump-sum fee or a combination approach, provided all required deliverables outlined in the RFP are included.**

6. **QUESTION**: Should proposers assume support for final adoption presentations or briefings to the City Commission is expected as part of the base scope, or may such support be proposed as an optional service?

   ANSWER: **This should be included in the base scope.**

7. **QUESTION**: In the Proposal Requirements section starting on page 18, the City lists: 1. Cover Letter 2. Firm Profile and Qualifications 3. Project Team and Key Personnel 4. Relevant Experience and Reference 6. Project Approach 7. Work Plan and Schedule 8. Deliverables 9. Cost Proposal / Fee Schedule 10. Additional Information. Did the City intentionally omit #5, or is there a category that should be included there?

   ANSWER: **The omission of number 5 in the Proposal Requirements was a formatting error. There is no missing requirement associated with that numbering. Proposers should proceed using the requirements as listed.**

8. **QUESTION**: Page 22 of the RFP references “Form No. 4 – Affidavit Regarding the Use Coercion for Labor or Service.” This is not included among the forms attached in the RFP, and it is not available for download on the bid portal. Could the City please provide this form for download?

   ANSWER: **See attached**

9. **QUESTION**: Addendum No. 1 discusses the City's 2024 community survey and references an attached presentation summarizing the results. This presentation was not included in Addendum No. 1, and it is not available for download on the bid portal. Could the City please provide this presentation for review?

ANSWER: **See attached**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Seth Hedstrom, Principal
Typed or Printed

Company Name: Berry, Dunn, McNeil & Parker, LLC

Address: 2211 Congress Street

Portland, Maine 04102

Date: January 21, 2026

/lh

Attachment: **Affidavit Regarding the Use Coercion for Labor or Service**
NCS 2024 Community Survey and Presentation Summary

“BerryDunn” is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide professional services in an alternative practice structure in accordance with the AICPA Code of Professional Conduct. BDMP Assurance, LLP is a licensed CPA firm that provides attest services, and Berry, Dunn, McNeil & Parker, LLC, and its subsidiary entities provide tax, advisory, and consulting services.

The entities falling under the BerryDunn brand are independently owned and neither entity is liable for the services provided by the other entity. Our use of the terms “our firm” and “we” and “us” and terms of similar import denote the alternative practice structure of Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP.

We will be utilizing generative AI programs where appropriate and permissible under client contracts and relevant laws. These AI tools are designed to support our team in various aspects of our work, including data analysis and project management. The integration of AI enables us to provide more accurate insights and streamline our processes, ultimately benefiting our clients through enhanced service delivery.

This proposal is the work of Berry, Dunn, McNeil & Parker, LLC and is in all respects subject to negotiation, agreement, and signing of specific contracts.

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FIRMS	LINDA COX	JOHNNA MORRIS	JARED SORENSON	TOTALS
Baker Tilly Advisory Group, LP Tampa, FL	86	71	90	**247**
Berry, Dunn, McNeil, & Parker, LLC. Portland, ME	97	85	93	**275**
Civic Consulting Group, LLC. West Palm Beach, FL	72	88	65	**225**
K.L. Scott & Associates, LLC. Alpharetta, GA	95	71	85	**251**
L.M. Genuine Solutions, LLC. Miami, FL	75	85	75	**235**
Lyle Sumek Assoicates, Inc. Fort Lauderdale, Fl	85	88	80	**253**
Raftelis Financial Consultants, Inc. Maitland, FL	79	73	70	**222**
RESPEC Company LLC. Tampa, FL	75	66	76	**217**

Evaluation Criteria	Description	Points
Qualifications	*Demonstrated experience in municipal strategic planning & facilitation *Experience working with elected officials, executive leadership, department heads. *Quality and relevance of past projects and references	30
Project Team and Capacity	*Qualifications, experience, & availablity of the proposed project team. *Clear roles & demonstrated ability to manage complex, multi-stakeholder process.	20
Project Understanding and Methodology	*Demonstrated understanding of the City's objectives, challenges, and planning environment. *Clarity & feasibility of the proposed approach. *Strenght of engagement strategy, workshop facilitation, and accountability framework. *Ability to translate strategic goals into actionable, measureable outcomes.	25
Work Plan and Scheudle	*Clarity and feasibility of the proposed work plan and timeline. *Alignment with the City's desired schedule and deliverables.	10
Cost Proposal	*Overall cost competitiveness and value *Transparency and reasonableness of pricing. *Alignment of cost with proposed scope and deliverables	15
	TOTAL	**100**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE TABULATION OF BIDS

BID ON:	**STRATEGIC PLAN CONSULTING SERVICES**
RFP NUMBER:	**2026-021**
DATE:	**1/21/26 at 11:00am**
RECOMMENDED AWARD:	**Pending**

RESPONSE
8 of 26 = 30.77%
0 "No Bids"
Total = 30.77%

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

VENDOR
Baker Tilly Advisory Group, LP *Tampa, FL*
Berry, Dunn, McNeil, & Parker, LLC *Portland, ME*
Civic Consulting Group, LLC *West Palm Beach, FL*
K.L. Scott & Associates, LLC. *Alpharetta, GA*
L.M. Genuine Solutions LLC *Miami, FL*
Lyle Sumek Associates, Inc. *Fort Lauderdale, FL*
Raftelis Financial Consultants, Inc. *Maitland, FL*
RESPEC Company LLC *Tampa, FL*

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

City Commission Regular Meeting - 5:05 PM **11. G.**

Meeting Date: 04/06/2026

Re: 2025-2026 U.S. Department of Housing and Urban Development - CDBG Allocation Acceptance

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

---

SUBJECT:

Authorize the Mayor to execute the 2025–2026 Grant Award and Allocation Letters accepting entitlement funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant program in the amount of $574,680.00.

SUMMARY:

The U.S. Department of Housing and Urban Development allocates Community Development Block Grant (CDBG) funds annually to eligible entitlement cities, for which the City of Fort Pierce qualifies as a designated recipient.

RECOMMENDATION:

Staff recommends the acceptance and approval of the 2025-2026 U.S. Department of Housing and Urban Development — CDBG Grant Transmittal Award and Allocation Letters in the amount of $574,680.00.

ALTERNATIVES:

Staff shall proceed as directed by the Commission.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

The Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025-2026
Account:	1039002
Amount:	574680

FISCAL IMPACT:

The U.S. Department of Housing and Urban Development has allocated Community Development Block Grant (CDBG) funds to the City of Fort Pierce, an eligible entitlement city which qualifies as a designated recipient.

Attachments

2025 - 2026 U.S. Department of Housing and Urban Development - Community Development Block Grant (CDBG) Transmittal Letter

2025 - 2026 U.S. Department of Housing and Urban Development - Community Development Block Grant (CDBG) Award Agreement

CAO Memo - U.S. Department of Housing and Urban Development - CDBG Allocation Acceptance

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
Jacksonville Field Office
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

The Honorable Linda
Hudson Mayor of Fort
Pierce
100 N US Hwy 1
Fort Pierce, FL 34954-1480

SUBJECT: Fiscal Year 2025 Grant Agreement Transmittal

Dear Mayor Hudson:

The Jacksonville Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	$574,680.00
Total FY 2025 Award	**$574,680.00**

Federal Award Agreement

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan or Annual Action Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

Please carefully note the addenda that are part of each agreement.

HUD recognizes that federal courts including the U.S. District Court of Rhode Island in *Rhode Island Coalition Against Domestic Violence, et al. v. Kennedy, et al*., 1:25-cv-00342 (D.R.I.) have issued injunction orders which now impact all CPD Federal Award Agreements and grantees. To preserve all legal rights and defenses, the enclosed agreement contains the same conditions at issue in those orders. For grantees who are plaintiffs covered by those orders or for non-plaintiff grantees who are otherwise covered by those orders, be advised that HUD will comply with all applicable injunction orders and will not implement or enforce the challenged conditions consistent with those orders while those orders are in effect. This will

include HUD disregarding any "certifications" or "compliance" statements as covered by those orders. Accordingly, kindly return an executed copy of the Federal Award Agreement, as discussed below, and HUD will make grant funds at issue in your agreement available. Please be further advised that should the injunction order that currently prohibits HUD from enforcing the challenged conditions as to your grant or award be stayed, dissolved, or reversed, the agreement, with the challenged conditions, will become effective.

Executing the Agreement

The authorized official **must** complete Addendum 3. Indirect Cost Rate Schedule for each agreement, even if no indirect costs will be charged under the grant. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Please note that the Office of Management and Budget (OMB) issued revised Guidance and the *de minimis* indirect cost rate increased from 10 percent to up to 15 percent of Modified Total Direct Costs.

After inputting their name and title, the authorized official must execute each agreement, with a signature, and date. No other additions other than those described here should be made to the grant agreement without prior written approval. Please ensure the Chief Elected Official or authorized official signs the agreement.

You must return the entire Federal Award Agreement, including all addenda, to this office via the Field Office General Email Inbox: JacksonvilleCPD@hud.gov. HUD will be signing the grant agreement second and will return to your office a copy of each signed agreement for you to maintain in your local program files.

HUD congratulates the City of Fort Pierce on your grant award, and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative Susan Barros or email our Office at JacksonvilleCPD@hud.gov.

Sincerely,

Lori A. Serino

Digitally signed by: Lori A. Serino
DN: CN = Lori A. Serino email = lori.a.serino@hud.gov C = AD
Date: 2026.02.18 11:52:28 -05'00'

Lori A.
Serino CPD
Director
Office of Community Planning and Development

Enclosure: 2025 Grant Agreement CDBG B-25-MC-12-0031

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Fort Pierce 100 N US HIGHWAY 1 Fort Pierce, FL 34954-1480	12. Assistance listing number and title: • 14.218, Community Development Block Grant Program for Entitlement Communities • 14.225, Community Development Block Grant Program for Insular Areas • 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: HD7SD9PNKNA5	13. Amount of federal funds obligated by this action: $574,680.00
3. Tax identification number: 596000322	14. Total amount of federal funds obligated: $574,680.00
4. Federal Award Identification Number (FAIN): B25MC120031	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $574,680.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below: ☐

   The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200.*

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters.* If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.*

6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	$574,680.00	9/30/2033	9/30/2033

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

☒ As the duly authorized representative of the Recipient, I certify that the Recipient:
Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, FINANCE DEPARTMENT, GRANTS ADMINISTRATION DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: 2025-2026 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT - CDBG ALLOCATION ACCEPTANCE

CAO RLS FILE: RLS 26-92

DATE: MARCH 17, 2026

I have reviewed the above Request for Legal Services (RLS) related to the federal award agreement from the U.S. Department of Housing and Urban Development for the 2025-2026 fiscal year. The agreement is approved as to form and correctness.

Please be aware that there are requirements to the grant award that should be reviewed starting on page 2, *that may not have been required in previous years*, to include:

- "The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable."
- All the requirements noted on Addendum 1, page 5, must be followed, which covers recent Executive Orders (E.O.).
- All the requirements noted on Addendum 2, page 6, must be followed. These requirements are specific to the three program grants, such as a prohibition on funds being used for eminent domain projects, reviewing procedures under E.O. 12372 and providing notice to HUD if funds will be used for the construction of water or sewer facilities, and having a for-profit entity evaluated and selected in accordance with 24 C.F.R. Sec. 570 before providing funds.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **11. H.**

Meeting Date: 04/06/2026

Re: FCCMA Annual Conference

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Approval for City Manager Richard D. Chess to attend the Florida City and County Management Association 2026 Annual Conference in Orlando, FL, from May 26th to May 30th, 2026, at an estimated cost of $1,975.00.

Attachments

FCCMA Annual Conference

REGISTRATION INFORMATION

FCCMA 2026
301 S. Bronough Street
Tallahassee, FL 32301
(850) 222-9684

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION

Hilton Orlando
6001 Destination Parkway
Orlando, FL 32819
(407) 313-4300

DATE: 3/13/2026

1. TRAVELER'S NAME:	Richard D. Chess	DEPARTMENT:	City Manager
2. DEPARTURE DATE:	5/26/2026	DEPARTURE TIME:	1:00 PM
3. RETURN DATE:	5/30/2026	RETURN TIME:	8:00 PM
4. DESTINATION:	Orlando, FL	PURPOSE:	Attend annual conference for educational
5. CODE CHARGE:	**0011300-540200**		and networking of local government
6. AMT BUDGETED:	10,400.00		officials.

7. BALANCE AVAILABLE: **$7,361.14**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		625.00		
* HOTEL BILL: Confirmation # $214 per night including taxes)		907.36		
BAGGAGE ALLOWANCE ($5 PER PERSON)				
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL			0.00	
* MILEAGE @ 0.70 230			161.00	
* GASOLINE EXPENSE				
* PARKING FEES (Hotel $29 no self parking)			116.00	
* MISC. EXPENSES				
MEALS				
4 BREAKFAST @ $8.00			32.00	
4 LUNCH @ $8.00			32.00	
4 DINNER @ $20.00			80.00	
SPECIAL LUNCHEON/BANQUET			0.00	
15% GRATUITIES			21.60	
TOTALS	0.00	1,532.36	442.60	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

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

TRAVEL APPROVED BY: _____
DEPARTMENT SUPERVISOR

_____ 3/18/2026
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

THE SUNRISE CITY
FORT PIERCE
Florida

REQUEST FOR LEAVE OF ABSENCE (220 FORM)

***NOTE TO ALL DEPARTMENT HEADS: ALL REQUESTS FOR LEAVE OF ABSENCE IN A PAY PERIOD SHOULD BE IN YOUR OFFICE NO LATER THAN THE MONDAY FOLLOWING THE END OF THE PAY PERIOD.**

NAME OF EMPLOYEE:	Richard D. Chess	TITLE:	City Manager
DEPARTMENT:	City Manager's Office	DIVISION:	
EFFECTIVE DATE:	5/26/2026	TIME:	1:00 p.m.
TERMINATION DATE:	5/30/2026	TIME:	8:00 p.m.

TYPE OF LEAVE	TOTAL HOURS	TYPE OF LEAVE	TOTAL HOURS
VACATION WITH PAY (AL)		ADMIN LEAVE WITH PAY	36
SICK LEAVE WITH PAY (SL)		CIVIL LEAVE (COURT DUTY)	
LEAVE WITHOUT PAY (LW)		COMPENSATORY TIME OFF	
INJURY LEAVE (LP)		OTHER (EXPLAIN BELOW)	

COMMENTS: FCCMA 2026 Conference

_____ DATE ____/____/____
EMPLOYEE SIGNATURE

_____ DATE ____/____/____
SUPERVISOR SIGNATURE

_____ DATE ____/____/____
DEPARTMENT HEAD SIGNATURE

_____ DATE 3 / 18 / 2026
CITY MANAGER SIGNATURE
(For travel approval)

General Information

Welcome to the 2026 conference of the Florida City and County Management Association (FCCMA). This conference will provide outstanding educational and social opportunities to meet and interact with other local government officials. Please check your program carefully to determine in advance the exact location of your workshops, meal functions and social events.

Name Badges and Tickets

Your name badge must be worn at all times for admittance into conference functions. Additional registration is required for Wednesday's pre-conference ethics workshop and Friday's Inspirational Breakfast; registration will be verified at the door. Please note that any children attending the Friday Night Social **must be registered**. If you still need to register an adult or child guest, please do so at the registration desk **before 12:00 p.m. on Friday**.

Name Badge Holders sponsored by Florida Municipal Insurance Trust

Exhibit Hall

Please take the time to tour the exhibit hall and pick up new ideas to take home to your community. FCCMA greatly appreciates the participation and support given by the exhibitors and sponsors to the conference. **A name badge is required for entry into the Exhibit Hall.**

The hall will be open as follows; please note the times of special events:

Wednesday

5:30 p.m. – 7:00 p.m. **Exhibit Hall Open**

5:30 p.m. – 7:00 p.m. President's Welcome Reception

Thursday

8:00 a.m. – 3:45 p.m. **Exhibit Hall Open**

8:00 a.m. – 9:00 a.m. Continental Breakfast

10:45 a.m. – 11:15 a.m. Refreshment Break

12:30 p.m. – 1:45 p.m. Buffet Lunch

3:15 p.m. – 3:45 p.m. Refreshment Break

Gift bags sponsored by Brown & Brown

Bags will be distributed at Booths 533 and 535 inside the exhibit hall.

Information Table

Invoice Summary | Print

Invoice

Invoice number
R140032

Invoice date
3/17/2026

Description
CHESS, RICHARD, FCCMA 2026 Annual Conference

Billing/Shipping

Bill to Richard D. Chess, MBA (56310)
100 N US Highway 1
Fort Pierce, FL 34950-4205

Ship to Richard D. Chess, MBA
100 N US Highway 1
Fort Pierce, FL 34950-4205

Invoice lines

Items, quantities, and prices shown reflect previous adjustments.

Product Code	Description	Quantity Shipped	Unit Price	Ext Price
FCCMAAC26/REGIS01	FCCMA Government Member	1	625.00	625.00

Line total	625.00
Shipping	0.00
Handling	0.00
Tax	0.00
Invoice total	625.00
Payments	625.00
Balance	0.00

Annual Conference Hotel Information

Conference Housing Information

The Hilton Orlando will serve as the conference hotel. It is located at 6001 Destination Parkway in Orlando. FCCMA has secured the special rate of **$214** per night, inclusive of a reduced resort charge. Self-parking is discounted to **$20** per day. The cut-off date for reservations is **May 4, 2026**. **NOTE: The hotel will not accept any reservations at this time. You will receive complete housing instructions with your paid registration confirmation**.

Room Reservation Procedure

In order to protect our room block for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via email. **NOTE:** If you choose to pay by check, you **will not** receive your housing information until your registration is **paid.**

It is important that you register for the conference early so you have plenty of time to make your reservations before the cutoff date. **Availability is on a first-come, first-served basis. Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel block will sell out, so please register early.**

IMPORTANT – Policy Regarding Reservation Cancellations and Adjustments

In recent years, FCCMA has experienced a disturbing trend with its room block at conference hotels. Individuals will book rooms for the entire length of the conference, making it appear as if the room block is sold out and forcing other registrants off-property, only to cancel or shorten the length of their stay at the last minute. This has greatly inconvenienced other guests and left FCCMA at risk of steep hotel penalties.

Due to these experiences, the FCCMA Board made the difficult decision to enforce penalties for abuse of the room block. **FCCMA will reserve the right to assess a $50 penalty to any registrant making significant adjustments to his or her reservation within three weeks and up to the conference.**

We understand that some cancellations or adjustments are unavoidable. However, we simply ask that, when making your reservations, **you only block for dates that you are sure you will be able to attend.** If you have any doubts about the length of your stay, please **do not** make your reservations until you are sure. This will benefit all registrants trying to secure a reservation in the host hotel, and will protect the association from financial harm.

We thank you in advance for your cooperation and consideration.



Contact us!

Contact Info

Address:

301 S. Bronough Street,
Tallahassee, FL 32301

Business hours:

Monday - Friday: 9:00 a.m. - 5:00 p.m.

Phone number:

850-222-9684

Quick Links

Awards and Scholarships

Ethics Review

Events/Training

Membership Application

STATEMENT OF ACCESSIBILITY

© 2019 Florida City and County Management Association.

Awards and Scholarships Ethics Review Events/Training Membership Application STATEMENT OF ACCESSIBILITY

City Commission Regular Meeting - 5:05 PM **11. I.**

Meeting Date: 04/06/2026

Re: FBC-LEO Conference

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Approval for City Manager Richard D. Chess to attend the Florida Black Caucus of Local Elected Officials 2026 Annual Conference in Tampa, FL from April 15th to April 17th, 2026, at n estimated cost of $1,104.68.

Attachments

FBC-LEO travel statment

REGISTRATION INFORMATION

FBC-LEO
P.O. Box 1757
Tallahassee, FL 32302
(850) 222-9684

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION

Embassy Suites by Hilton Tampa
3705 Spectrum Blvd
Tampa, FL 33612
(813) 977-7066

DATE: 3/13/2026

1. TRAVELER'S NAME: Richard D. Chess
2. DEPARTURE DATE: 4/15/2026
3. RETURN DATE: 4/17/2026
4. DESTINATION: Tampa, FL
5. CODE CHARGE: **0011300-540200**
6. AMT BUDGETED: 10,400.00

DEPARTMENT: City Manager
DEPARTURE TIME: 1:00 PM
RETURN TIME: 1:00 PM
PURPOSE: Attend annual conference for local elected minority officials.

7. BALANCE AVAILABLE: $8,414.64

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		275.00		
* HOTEL BILL: Confirmation # ($210.00 per night including taxes)		476.70		
BAGGAGE ALLOWANCE ($5 PER PERSON)				
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 302			211.40	
* GASOLINE EXPENSE				
* PARKING FEES (Hotel $13.000 no self parking)			26.00	
* MISC. EXPENSES				
MEALS				
BREAKFAST @ $8.00				
2 LUNCH @ $8.00			16.00	
2 DINNER @ $20.00			40.00	
SPECIAL LUNCHEON/BANQUET				
15% GRATUITIES			8.40	
TOTALS	0.00	751.70	301.80	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

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

TRAVEL APPROVED BY: _____
DEPARTMENT SUPERVISOR

_____ 3/17/2026
CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

THE SUNRISE CITY
FORT PIERCE
Florida

REQUEST FOR LEAVE OF ABSENCE (220 FORM)

***NOTE TO ALL DEPARTMENT HEADS: ALL REQUESTS FOR LEAVE OF ABSENCE IN A PAY PERIOD SHOULD BE IN YOUR OFFICE NO LATER THAN THE MONDAY FOLLOWING THE END OF THE PAY PERIOD.**

NAME OF EMPLOYEE:	Richard D. Chess	TITLE:	City Manager
DEPARTMENT:	City Manager	DIVISION:	
EFFECTIVE DATE:	4/15/2026	TIME:	1:00 p.m.
TERMINATION DATE:	4/17/2026	TIME:	1:00 p.m.

TYPE OF LEAVE	TOTAL HOURS	TYPE OF LEAVE	TOTAL HOURS
VACATION WITH PAY (AL)		ADMIN LEAVE WITH PAY	16
SICK LEAVE WITH PAY (SL)		CIVIL LEAVE (COURT DUTY)	
LEAVE WITHOUT PAY (LW)		COMPENSATORY TIME OFF	
INJURY LEAVE (LP)		OTHER (EXPLAIN BELOW)	

COMMENTS: FBC-LEO 2026 Conference

_____ DATE _____/_____/_____
EMPLOYEE SIGNATURE

_____ DATE _____/_____/_____
SUPERVISOR SIGNATURE

_____ DATE _____/_____/_____
DEPARTMENT HEAD SIGNATURE

_____ DATE 3 / 17 / 2026
CITY MANAGER SIGNATURE
(For travel approval)

Florida Black Caucus of Local Elected Officials

2026 Annual Conference

April 15-17, 2026

Embassy Suites by Hilton Tampa U.S.F. Busch Gardens

Leading with Purpose. Governing with Impact.

CONFERENCE REGISTRATION

Deadline: April 9, 2026

HOTEL RESERVATIONS

Deadline: March 16, 2026 (space is limited)
Paid registration is required to receive housing information. Sign up early; the block will fill up!

BE A PART OF FBC-LEO!

The Florida Black Caucus of Local Elected Officials (FBC-LEO) is a nonpartisan network of local elected officials that advocate for positions and programs benefiting municipal government. FBC-LEO provides a valuable forum to implement ideas to better communities and promote harmony and cooperation among its members and collaborators. This diverse, minority-driven organization encourages educational and issue-sharing opportunities among its more than 100 members.

REGISTRATION AND HOUSING COSTS:

- **Members and Non-Members: $275.00**
  A $50.00 registration fee increase will be assessed for registrations after April 9, 2026. The registration fee covers admission to all conference sessions, the networking luncheon, and the President's Dinner. *No official activities are scheduled for guests or spouses.* NOTE: Registration for member or nonmember is defined as any elected government official or any government employee.

- **Non-Government: $325.00**
  A $50.00 registration fee increase will be assessed for registrations after April 9, 2026. The registration fee covers admission to all conference sessions, the networking luncheon, and the President's Dinner. *No official activities are scheduled for guests or spouses.*

- **Conference Housing Information:**
  The 2026 FBC-LEO Annual Conference will be held at the Embassy Suites by Hilton Tampa U.S.F. Busch Gardens, 3705 Spectrum Blvd., Tampa, FL 33612.

  The room rate is **$189.00** per night, which includes a complimentary made-to-order breakfast (6:30 a.m. - 9:30 a.m.), a complimentary evening reception (6:00 p.m. - 7:30 p.m.), and a discounted self-parking rate of $13.00 per day.

  You will receive a link to make your hotel reservation in your annual conference registration confirmation. Telephone reservations will not be accepted by the hotel at this time.

  Hotel Reservation Deadline: March 16, 2026
  Please note that space is limited and the hotel may sell out before this date. Your paid registration is required to receive housing information.

ONLINE REGISTRATION – CREDIT CARD ONLY

Click here to register online and pay with a credit card. FBC-LEO accepts Visa, Mastercard, and American Express.

MAIL REGISTRATION – CHECKS ONLY

Complete the FBC-LEO Annual Conference Registration Form if paying by check (make check payable to FBC-LEO). Mail the registration form to the Florida Black Caucus of Local Elected Officials, P.O. Box 1757, Tallahassee, FL 32302, no later than **April 9, 2026.**

QUESTIONS

Contact Lily Etemadi, Director of Events & Experience, at ***letemadi@flcities.com*** or 850.701.3605.

2026 CONFERENCE SCHEDULE AT-A-GLANCE

Florida Black Caucus of Local Elected Officials

FBC-LEO Annual Conference Agenda

(subject to change)

For the most up-to-date session and speaker descriptions, visit ***fbcleo.org***.

The registration fee covers all networking events, conference sessions, and the President's Dinner.

WEDNESDAY, APRIL 15, 2026

5:30 p.m. - 6:30 p.m.	FBC-LEO Board Meeting
6:30 p.m. - 8:00 p.m.	Welcome Reception

THURSDAY, APRIL 16, 2026

8:00 a.m. - 5:00 p.m.	Registration Desk Open
9:00 a.m. - 9:15 a.m.	New Member/First Time Attendee Session
9:30 a.m. - 10:30 a.m.	Welcome and Business Meeting
10:45 a.m. - 11:45 a.m.	Opening Keynote Address and Program
12:00 p.m. - 1:15 p.m.	Networking Luncheon
1:30 p.m. - 4:45 p.m.	Afternoon Sessions
6:30 p.m. - 9:30 p.m.	President's Dinner

FRIDAY, APRIL 17, 2026

8:00 a.m. - 11:00 a.m.	Registration Desk Open
9:00 a.m. - 11:00 a.m.	Closing Program
11:00 a.m.	Conference Adjourns

Florida League of Cities

INVOICE

PO Box 1757
301 S Bronough St Suite 300
Tallahassee, FL 32302-1757

Invoice Number: R139697

Bill To: Richard D. Chess, MBA
City Manager
Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950-4205

Ship To: Richard D. Chess, MBA
City Manager
Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950-4205

Account No.	Purchase Order No.	Order Date	Order Number	Terms	Invoice Date
56310		3/13/2026	173814.00	Net 30	3/13/2026

Qty	Description	Unit Price	Extended Price
	2026 FBC-LEO Annual Conference		
	4/15/2026 9:00:00 AM - 4/17/2026 11:00:00 AM		
	Tampa, FL, United States		
1	FBCLEOAC26/REGISMF - Full Registration - Member and Nonmember Rate	275.00	275.00

Line Item Total	Other	Tax	Subtotal	Amount Received	Amount Due
275.00		**0.00**	**275.00**	**275.00**	**0.00**

Hilton
FOR THE STAY

Embassy Suites by Hilton Tampa USF Near Busch Gardens

3705 Spectrum Boulevard, Tampa FL 33612 (813) 977-7066

Confirmation #80637147

Richard Chess

Your reservation for Apr-15-2026 has been confirmed.

Wednesday	**Apr 15**	Check In: 4:00 PM
Friday	**Apr 17**	Check Out: 11:00 AM

City Commission Regular Meeting - 5:05 PM **11. J.**

Meeting Date: 04/06/2026

Re:

SUBJECT:

Approval for Commissioner Gaines to attend the 2026 Florida Black Caucus of Local Elected Officials Annual Conference in Tampa, Florida from April 15 to April 17, 2026 at a cost of $965.77.

SUMMARY:

The Florida Black Caucus of Local Elected Officials (FBC-LEO) is a nonpartisan network of local elected officials that advocate for positions and programs benefiting municipal government. FBC-LEO provides a valuable forum to implement ideas to better communities and promote harmony and cooperation among its members and collaborators. This diverse, minority-driven organization encourages educational and issue-sharing opportunities among its more than 100 members.

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Travel Packet

REGISTRATION INFORMATION
FBC-LEO April 15-17, 2026
Annual Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Embassy Suites by Hilton
Tampa USF Near Busch Ga
3705 Spectrum Boulevard
Tampa, FL, 33612

1. TRAVELER'S NAME: Arnold Gaines
2. DEPARTURE DATE: April 15, 2026
3. RETURN DATE: April 17, 2026
4. DESTINATION: Tampa, FL
5. CODE CHARGE: 0011000-54030
6. AMT BUDGETED: $18,918.00

DEPARTMENT: City Commissioner
DEPARTURE TIME: 3:30 PM
RETURN TIME: 2:00 PM
PURPOSE: FBC-LEO 2026 Annual Conference

7. BALANCE AVAILABLE: $11,653.29

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	275.00			
* HOTEL BILL: Confirmation #		420.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.725 302			218.95	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			2.90	
* MISC. EXPENSES				
MEALS				
1 BREAKFAST @ $8.00			8.00	
1 LUNCH @ $8.00			8.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			2.52	
15% GRATUITIES			5.40	
TOTALS	275.00	420.00	270.77	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

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

TRAVEL APPROVED BY: Linda Cox
DEPARTMENT SUPERVISOR

3/16/2026
CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/26 DLN

Tollsmart

Calculate toll costs for any routes across North America, Western Europe and these countries

For 2-axle passenger vehicles only. For additional vehicle sizes visit https://trucks.tollsmart.com.

Summary

Distance:	**151 mi**
Duration:	**2 hours 41 mins**
Toll Cost (Cash) USA:	**$1.45**
Toll Cost (Transponder) USA:	**$1.16**

http://maps.google.com?saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=3705+Spectrum+Boulevard,+Tampa,+FL,+USA&dirflg=

Details

Polk Parkway

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (SunPass, K-TAG, PIKEPASS, SunPass PRO, E-ZPass® (from any state), NC Quick Pass, E-PASS, LeeWay, Peach Pass or BC-PASS): $1.16 No Pass (one-time entry fee): $1.45 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle vehicle

Summary

Distance:	**177 mi**
Duration:	**2 hours 43 mins**
Toll Cost (Cash) USA:	**$9.70**
Toll Cost (Transponder) USA:	**$6.67**

Outlook

Order Confirmation

From memberservices@flcities.com <memberservices@flcities.com>
Date Fri 3/13/2026 3:17 PM
To Fp Assistant <fpassistant@cityoffortpierce.com>

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number: 173810
Order Date: Mar 13, 2026 3:16 PM
Bill To: Arnold S. Gaines
Order Total: 275.00
Payment Method: Visa **********0347
Name on Card: Linda Cox

Item	Price	Quantity	Total
2026 FBC-LEO Annual Conference - Arnold S. Gaines *When:* Apr 15, 2026 9:00 AM - Apr 17, 2026 11:00 AM *Where:* Embassy Suites Tampa U.S.F. Busch Gardens 3705 Spectrum Blvd. Tampa, FL 33612 United States *Admission option:* Apr 15, 2026 5:00 PM - Full Registration - Member and Nonmember Rate	275.00	1	275.00

Item Total 275.00
Item Grand Total 275.00
Transaction Grand Total 275.00
Payment Amount 275.00
Balance due 0.00

You are receiving this communication from the Florida League of Cities or on behalf of one of its affiliated organizations, including: Florida Association of City Clerks, Florida Black Caucus of Local Elected Officials, Florida City and County Management Association, Florida Government Finance Officers Association, Florida Local Government Information Systems Association, Florida League of Mayors, Florida Municipal Attorneys Association, Florida Municipal Communicators Association, Florida Municipal Insurance Trust, and Florida Redevelopment Association.

Registration is OPEN!

The Florida Black Caucus of Local Elected Officials (FBC-LEO) will be April 15 - 17, 2026, at the Embassy Suites by Hilton U.S.F. Busch Gardens in Tampa, FL.

Questions regarding conference registration may be directed to Lily Etemadi. FBC-LEO membership questions may be directed to staff or by visiting www.fbcleo.org.

Conference registration for member and nonmember is defined as any elected government official or any government employee. The non-government rate applies to individuals who are not elected government officials or government employees.

2026 FBC-LEO Annual Conference Agenda (subject to change)

Wednesday, April 15, 2026

5:30 p.m. - 6:30 p.m. FBC-LEO Board Meeting

6:30 p.m. - 8:00 p.m. Welcome Reception

Thursday, April 16, 2026

8:00 a.m. - 5:00 p.m. **Registration Desk Open**

9:00 a.m. - 9:15 a.m. **New Member/ First Time Attendee Session**

9:30 a.m. - 10:30 a.m. **Welcome and Business Meeting**

10:45 a.m. - 11:45 a.m. **Opening Keynote Address and Program**

12:00 p.m. - 1:15 p.m.	**Networking Luncheon**
1:30 p.m. - 4:45 p.m.	**Afternoon Sessions**
6:30 p.m. - 9:30 p.m.	**President's Dinner**

Friday, April 17, 2026

8:00 a.m. - 11:00 a.m.	**Registration Desk Open**
9:00 a.m. - 11:00 a.m.	**Closing Program**
11:00 a.m.	**Conference Adjourns**

When 4/15/2026 9:00 AM - 4/17/2026 11:00 AM
Eastern Daylight Time

Where Embassy Suites Tampa U.S.F. Busch Gardens
3705 Spectrum Blvd.
Tampa, FL 33612

Program

Thursday, 16 April 2026

Extra Dinner Ticket

NOTE: Purchase this ticket ONLY if you need a ticket for a non-registered guest or if you will be attending the dinner only (not registered for the conference).

Category
Guest Options

Time

Your stay Edit stay

Embassy Suites by Hilton Tampa USF Near Busch Gardens

Wed, Apr 15 – Fri, Apr 17, 2026 (2 nights)

1 room for 1 adult

Payment and Guest Details **Step 4 of 4**

Total for stay $500.72

Total room charge	$441.16
Total taxes	$59.56
	Price in $USD

Hide price details

2 Room Suite- Pure Wellness- 1 King Bed
Non-refundable

15 Apr 2026	$220.58
16 Apr 2026	$220.58
Total room charge	**$441.16**

7.50 % per room, per night
6.00 % per room, per night

Total taxes	**$59.56**

Total for stay: $500.72

This non-refundable rate requires you to pay up front.

All fields are required unless marked optional.

Payment

Card number

City Commission Regular Meeting - 5:05 PM **11. K.**

Meeting Date: 04/06/2026

Re:

SUBJECT:

Approval for Commissioner Johnson to attend the 2026 Florida Black Caucus of Local Elected Officials Annual Conference in Tampa, Florida from April 15 to April 17, 2026 at a cost of $965.77.

SUMMARY:

The Florida Black Caucus of Local Elected Officials (FBC-LEO) is a nonpartisan network of local elected officials that advocate for positions and programs benefiting municipal government. FBC-LEO provides a valuable forum to implement ideas to better communities and promote harmony and cooperation among its members and collaborators. This diverse, minority-driven organization encourages educational and issue-sharing opportunities among its more than 100 members.

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Fiscal Impact

OTHER INFORMATION:

this is budgeted.

Attachments

Travel Packet

REGISTRATION INFORMATION
FBC-LEO April 15-17, 2026
Annual Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Embassy Suites by Hilton
Tampa USF Near Busch Ga
3705 Spectrum Boulevard
Tampa, FL, 33612

1. TRAVELER'S NAME: Curtis Johnson
2. DEPARTURE DATE: April 15, 2026
3. RETURN DATE: April 17, 2026
4. DESTINATION: Tampa, FL
5. CODE CHARGE: 0011000-54030
6. AMT BUDGETED: $18,918.00

DEPARTMENT: City Commissioner
DEPARTURE TIME: 3:30 PM
RETURN TIME: 2:00 PM
PURPOSE: FBC-LEO 2026 Annual Conference

7. BALANCE AVAILABLE: $11,653.29

Expenses must comply with City Code of Ord 1-158.
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Class A Travel 24-hour day.

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TOTALS	275.00	420.00	270.77	

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

TRAVEL APPROVED BY:

Linda Cox
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

3/16/2026

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/26 DLN

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Polk Parkway

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Outlook

Order Confirmation

From memberservices@flcities.com <memberservices@flcities.com>
Date Fri 3/13/2026 1:47 PM
To Fp Assistant <fpassistant@cityoffortpierce.com>

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number:	173804
Order Date:	Mar 13, 2026 1:41 PM
Bill To:	Curtis Johnson, Jr.
Order Total:	275.00
Payment Method:	Visa **********1497
Name on Card:	Lisa Gittens

Item	Price	Quantity	Total
2026 FBC-LEO Annual Conference - Curtis Johnson, Jr. *When:* Apr 15, 2026 9:00 AM - Apr 17, 2026 11:00 AM *Where:* Embassy Suites Tampa U.S.F. Busch Gardens 3705 Spectrum Blvd. Tampa, FL 33612 United States *Admission option:* Apr 15, 2026 5:00 PM - Full Registration - Member and Nonmember Rate	275.00	1	275.00

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Item Grand Total	275.00
Transaction Grand Total	275.00
Payment Amount	275.00
Balance due	0.00

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Tampa, FL 33612

Program

Thursday, 16 April 2026

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Guest Options

Time

Your stay Edit stay

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Total taxes	$59.56
	Price in $USD

Hide price details

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Non-refundable

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6.00 % per room, per night

Total taxes	**$59.56**

Total for stay: $500.72

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All fields are required unless marked optional.

Payment

Card number

City Commission Regular Meeting - 5:05 PM **11. L.**

Meeting Date: 04/06/2026

Re: Approval of Contract Vb Landscaping, LLC Dba Partnership Landscaping -Landscape Maintenace of Medians , Bid No. 2025-039

Submitted For: Latonya Hubbard, Purchasing Agent, Finance Department

---

SUBJECT:

Approval of contract with VB Landscaping LLC. DBA Partnership Landscaping, Fort Lauderdale, FL for Landscaping Maintenance of Medians, Bid No. 2025-039, for a period of two years with a one-year renewal option in the amount of $86,400.00 per year.

SUMMARY:

On January 20, 2026, Commission meeting, the Commission awarded Bid No. 2025-039 for Landscape Maintenance of Medians. The total cost for the project is $86,400.00. The contract includes mowing in all areas outlined in the Statement of Work (40 cuts per year) to include edging landscape beds, trimming hedges and low tree branches, removal of all weeds by hand and herbicide if able, blowing off landscape areas and debris removal. Curbing and cracks in curbing to be maintained free of vegetation and sprayed monthly. The contractor shall perform landscaping maintenance at seven (7) locations in the City of Fort Pierce.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Division
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	0014005534900
Amount:	86,000.00

OTHER INFORMATION:

The funds for this contract will come from the Parks and Grounds contractual account: 0014005-534900

Attachments

Agreement with Exhibits
Agenda Item # 11.g
City Attorney Memo

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 11, 2026

Email: dave@partnershiplandscaping.com

VB Landscaping, LLC.
Dba Partnership Landscaping
501 E Las Olas Blvd. Suite 209
Fort Lauderdale, FL 33301
Attn: David Beretsky, Owner

SUBJECT: Notice of Award
BID No. 2025-039 – Landscape Maintenance of Medians

Dear Mr. Beretsky,

The Commission of the City of Fort Pierce met in regular session, Tuesday, January 20, 2026, and awarded subject bid to your firm, in the amount of $86,400.00.

Please take the following actions:

1. Execute and notarize this Award Letter

2. Please provide an updated Certificate of Liability, Property Damage, and Workers' Compensation insurance as required under Contract Item No. 10.

   We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation, or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.

3. **Return documents enclosed within five (5) days after receipt, via email to:**
   Email:
   LaTonya Hubbard, Purchasing Agent
   City of Fort Pierce
   lhubbard@cityoffortpierce.com
   Carbon Copy:
   purchasing@cityoffortpierce.com

CITY OF FORT PIERCE
SERVICE AGREEMENT
LANDSCAPE MAINTENANCE OF MEDIANS

This Agreement for Landscape Maintenance of Medians (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City"), and VB Landscaping LLC. DBA Partnership Landscaping, a Florida Corporation whose principal place of business is 501 E. Las Olas Blvd., Suite 209 Fort Lauderdale, FL 33301 with a mailing address of 501 E. Las Olas Blvd, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Contractor")(collectively referred to hereinafter as the "Parties").

City and Contractor hereby agree as follows:

1. Contractor Services.

Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of City.

Contractor's performance of the Services will conform to the specifications and requirements contained in the Bid No. 2025-039 - Landscape Maintenance of Medians ("Bid") and the Contractor's Bid dated October 8, 2025. To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

2.1 Total compensation to Contractor will not exceed **Eighty-six thousand and four hundred dollars ($86,400.00)** for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

2.2 Upon completion of the Services and acceptance by City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If City approves the amount or any portion of the amount, City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If City disapproves any invoice amount, City will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to City as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

2.3 All invoices must contain the Purchase Order number, the required identification

information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to CONTRACTOR for correction and resubmission. CONTRACTOR shall not perform any service or provide products until they have issued an approved Purchase Order. Service invoices shall be billed monthly at the contracted rate per service of the services performed per the Statement of Work.

3. **Term.**

This Agreement shall commence as of the date last signed below ("Effective Date") and remain in full force and effect for two (2) years, unless otherwise extended or terminated in writing. This Agreement may be renewed for one (1) one-year renewal options if mutually agreed upon in writing by both parties, subject to the same price, terms, and conditions set forth in this Agreement.

4. **Licenses, Permits, Taxes, Fees, Laws and Regulations**

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. **Ownership and Use of Work Material.**

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by City, are the sole property of City and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to City upon expiration or termination of this Agreement. City will have the right to use the Work Material for the completion of the Services or otherwise. City may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by City in writing. Contractor will treat all Work Material as confidential.

6. **Confidentiality and Safeguarding of City Records; Press Releases; Public Information.**

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City.

6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of City.

6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. **Public Records.**

The CITY strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, the CONTRACTOR shall comply with all public records laws, specifically to:

7.1 Keep and maintain public records required by the CITY to perform the service.

7.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

7.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public record that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK BY PHONECALL, EMAIL, OR MAILING TO 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by City.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 City may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

8.7 Notwithstanding any other provisions of this Agreement, the insurance, indemnification, confidentiality provision as set forth in this Agreement shall survive the termination or expiration of this Agreement.

9. Indemnification.

Contractor will indemnify and hold harmless City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from

the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein.

EVIDENCE OF INSURANCE

Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to City of Fort Pierce has been provided and approved by City of Fort Pierce. An appropriate Certificate of Insurance, signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance.

Until such insurance is no longer required by this Agreement, Contractor shall provide City of Fort Pierce with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Upon request Contractor shall provide a copy of the actual notice of cancellation endorsement(s) and/or additional insured endorsement(s) as issued on the policies. Contractor shall, within thirty (30) days of a written request from City of Fort Pierce, provide City of Fort Pierce with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against City of Fort Pierce, and its members, officials, officers and employees.

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

Part One:	"Statutory"	
Part Two:	$1,000,000	(Each Accident)
	$1,000,000	(Disease-Policy Limit)
	$1,000,000	(Disease-Each Employee)

COMMERCIAL GENERAL LIABILITY

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida or those described below. The policy must include pollution coverage for the application of

herbicides and pesticides on a form no more restrictive than the latest edition of ISO Form CG 2293 (Lawn Care Service Limited Pollution Coverage). The policy must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City of Fort Pierce and its members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

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

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

General Conditions

The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City of Fort Pierce or its members, officials, officers and employees any deductible or self-insured retention applicable to a claim against the City of Fort Pierce or its members, officials, officers and employees.

The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the City of Fort Pierce and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any

remedy provided to the City of Fort Pierce by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City of Fort Pierce under this Agreement or otherwise.
Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement

Certificates of Insurance must be completed as follows:

Certificate Holder
City of Fort Pierce
Attn: Risk Manager
PO Box 3191
Fort Pierce FL 34948-3191

Additional Insured:
City of Fort Pierce and its board members, officials, officers and employees.

11. Written Authorization Required

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Notice

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:
Mark Green
Parks and Grounds Division Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950
Phone: 772-464-1245

With a Copy To:
Gelencia Carter
Purchasing Manager
100 North U.S Hwy 1
Fort Pierce, FL 34950
Phone: 772-467-3102

As to Contractor:
David Beretsky, Owner
VB Landscaping, LLC. dba Partnership Landscaping
501 E. Las Olas Blvd.
Fort Lauderdale, Florida 33301
Phone: 954-325-4692

13. Miscellaneous

13.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

13.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

13.3 Taxes. The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

13.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of City and Contractor.

13.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

13.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

13.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by City, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to

writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

13.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

13.9 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.

13.10 Verification of Employment Status. Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.

13.11 Non-Discrimination. Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a Bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

13.12 E-Verify. Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, Contractor and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City, Contractor, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the City.

If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the affidavit during the terms of this Agreement.

The City will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The City shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the City.

[SIGNATURE PAGE TO FOLLOW]

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

Sincerely,
CITY OF FORT PIERCE

LaTonya Hubbard
LaTonya Hubbard,
Purchasing Agent

ACCEPTED BY:
VB LANDSCAPING, LLC
DBA PARTNERSHIP LANDSCAPING

Signature (Manual)

Brandon S. Arnold
Signature (Typed or Printed)

CEO
Title

March 12, 2026
Date

NOTARIZATION

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12th day of March 2026, by Brandon S. Arnold (**Officer of Firm**), CEO (**Title**), of VB Landscapes, LLC (**Name of Firm**) a Florida (**State**) corporation, on behalf of the corporation.

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

C. Diaz.
Notary Public

My commission expires: February 5, 2028

CINDY DIAZ
Notary Public - State of Florida
Commission # HH 489075
My Comm. Expires Feb 5, 2028

/lh

cc: Mark Green, Division Manage

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

CONTRACTOR
VB LANDSCAPES LLC.
DBA PARTNERSHIP LANDSCAPING

By: _____

Name: Brandon S. Arnold

Title: CEO

Date: March 12, 2026

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

_____
Date

Approved as to form and correctness as to the City

By: _____
Sara K. Hedges, City Attorney

Attached: Exhibit A – Statement of Work
Exhibit B – Contractor's Bid

BID RESPONSE FORM

Bid Item	LANDSCAPE MAINTENACE OF MEDIANS		
Bid Number	2025-039	Due Date & Time	3:00 PM,WEDNESDAY, OCTOBER 8, 2025

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Location	Cost Per Cut	Total Cost (40 cuts x Cost Per Cut)
Virginia Avenue Center Medians	$ 510.00	$ 20,400
Okeechobee Road Center Medians	$ 650.00	$ 26,000
Delaware Avenue Center Medians	$ 100.00	$ 4,000
North 25th Street Medians	$ 150.00	$ 6,000
South A1A Rights-of-Way	$ 100.00	$ 4,000
State Road , U.S. #1 Center Medians	$ 650.00	$ 26,000
TOTAL BID COST		$ 86,400.00

MATERIALS AND EQUIPMENT LIST

Please include in the space provided below a list of all materials and equipment to be used in providing the service.

2026 ISUZU NPR Dump Truck 14' Body.

2021 14' Enclosed trailer

Miscellaneous - (3) Weed eaters, (2) Edgers (2) Trimmers (Hedge) A-Frame ladders
Miscellaneous cutting tools (manual & Auto) Weed Spray (2) chemical post emergent

2024 - 48' - 60" Hustler Mowers.

(1) Crew Leader & (2-3 Tech)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2026

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

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

PRODUCER	The Gordon Agency P O Box 620314 Middleton WI 53562-0314	CONTACT NAME: Holly Yeager PHONE (A/C, No, Ext): 561-988-3330 FAX (A/C, No): 561-988-3331 E-MAIL ADDRESS: Holly@tgafl.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Gotham Insurance Company	25569
INSURED	VB Landscapes LLC DBA Partnership Landscaping 591 Marginal Road West Palm Beach FL 33411	INSURER B : Progressive	24252
		INSURER C : AmTrust	15954
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	GL2026000039769	01/05/2026	01/05/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ✓ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	✓	✓	867656363	01/05/2026	01/05/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☐	☐				EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	TWC4746406	01/05/2026	01/05/2027	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		☐	☐					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
PO Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Holly Yeager
Holly Yeager

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation For Policies In Effect 90 Days Or Less

A. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 20 days before the effective date of cancellation if we cancel for any reason other than nonpayment of premium, except we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with the underwriting requirements established by us.

B. The following is added to the **Cancellation** Common Policy Condition:

Cancellation For Policies In Effect For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

2. 45 days before the effective date of cancellation if we cancel for any reason other than nonpayment of premium.

C. The following is added to the Common Policy Conditions:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration of the policy.

2. This subsection does not apply:

a. If we have manifested its willingness to renew, and the offer is not rescinded prior to the expiration of the policy; or

b. If a notice of cancellation for nonpayment of premium is provided under Paragraph **A.** or **B.** of this endorsement.

D. The following is added to the Common Policy Conditions:

Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

The following provisions apply only to the Commercial Property Coverage Part of a policy covering a residential structure or its contents:

1. Upon a declaration of an emergency pursuant to Section 252.36 and the filing of an order by the Commissioner of Insurance Regulation, we may not cancel or nonrenew a personal residential or commercial residential property insurance policy covering a dwelling or residential property located in

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Florida which has been damaged as a result of a hurricane or wind loss that is the subject of the declaration of emergency for 90 days after the dwelling or residential property has been repaired. A dwelling or residential property is deemed to be repaired when substantially completed and restored to the extent that the dwelling or residential property is insurable by another insurer that is writing policies in Florida.

2. We may cancel or nonrenew a policy described in Paragraph **D.1.** before the repair of the dwelling or residential property:
   - **a.** Upon 10 days' notice for nonpayment of premium; or
   - **b.** Upon 45 days' notice:
     - **(1)** For a material misstatement or fraud related to the claim;
     - **(2)** If we determine that the insured unreasonably caused a delay in the repair of the dwelling or residential property;
     - **(3)** If we or our agent has made a reasonable written inquiry to the insured as to the status of the repair, sent by certified mail, return receipt requested, and the insured has failed within 30 calendar days to provide information that is responsive to the inquiry to either the address or e-mail account designated by us or our agent; or
     - **(4)** If we have paid our policy limits.
3. If we elect to nonrenew a policy covering a dwelling or residential property that has been damaged, we must provide at least 90 days' notice to you that we intend to nonrenew the policy 90 days after the property has been repaired.
4. This Paragraph **D.** does not prevent us from canceling or nonrenewing the policy 90 days after the repair is completed for the same reasons we would otherwise have canceled or nonrenewed the policy but for the limitations imposed in Paragraph **D.1.**

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

STATEMENT OF WORK

1. OBJECTIVE

The City of Fort Pierce Public Works Department is seeking a qualified contractor to mow all areas outlined in the Statement of Work (40 cuts per year) to include edging landscape beds, trimming hedges and low tree branches, removal of all weeds by hand and herbicide if able, blowing off landscape areas and debris removal. Curbing and cracks in curbing to be maintained free of vegetation and sprayed monthly. The contractor shall perform landscaping maintenance at seven (7) locations in the City of Fort Pierce.

2. SCOPE OF WORK

1. Virginia Ave. Center Medians (US 1 to S. 41st)
2. Okeechobee Center Medians (1700 Block to pass the Turnpike overpass)
3. Delaware Ave. Center Medians (1300 block to 1700 block)
4. N.25th St. Center Medians (Avenue Q to Orange Ave.)
5. South A1A Rights of Ways (Jetty to Blue Heron)
6. State Road, U.S. 1 center medians from North Causeway Drive, South to Edwards Road

3. GENERAL WORK TO BE PERFORMED

1. Mowing and edging of all grass
2. Landscape bed areas shall be weed free
3. Remove all trash and debris before mowing
4. Trim all hedges to keep uniform shape and clear of the road
5. Blow off all landscape beds and surrounding areas
6. Curbing and cracks in curbing to be maintained free of vegetation

4. GENERAL CONDITIONS

1. The contractor shall furnish all labor, materials, equipment and required maintenance of traffic, necessary to perform the general work requirements. The services will be performed between the hours of **7am and 6pm Monday through Saturday**.

2. *The contractor will supply a list of all materials and equipment to be used in providing the service. Please provide with your bid submittal.

3. The contractor shall be responsible for any damage to, or loss of City of Fort property.

4. Payment will be rendered following receipt and approval of an itemized invoice.

5. The contract may be terminated at any time due to substandard completion of work, lack of attendance by workforce or damage of City property.

6. The contractor must have a business phone number answered during business hours.

7. All contractors shall indemnify and save/hold harmless the City of Fort Pierce, its officers, agents and employees from any injuries or damage received by any person during any operations connected with the contract/construction or the sub-contractor, agents, or employees.

8. The landscape firm will provide proper identification at all times for vehicles and labor force shall dress uniformly in a manner satisfactory to the City.

5. SUBMITTAL REQUIREMENTS (*Submit in the following order*)

It is not necessary to return every page of this document with the Bid; return only the pages that require signatures or information requested below.

- **Completed Invitation to Bid Cover page**
- **Business Tax Receipt (see item numbered 10)**
- **List of Materials and equipment, see General Conditions, page 18, item numbered 2.**
- **All Forms in Section V**
- **Bidder's Checklist**

1. CONTRACTOR SERVICES

Include mowing all areas outlined in the above scope of work (40 cuts per year) edging landscape beds, trimming hedges and low tree branches, removal of all weeds by hand and herbicide if able, blowing off landscape areas and debris removal.

Weekly Maintenance
30 Cuts April 1st through October 31st

Bi- weekly Maintenance
10 Cuts November 1st through March 30th

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** and **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467-3102	Bid No: 2025-039
Pre-Bid Conference/ Site Visit: N/A	Bid Title: LANDSCAPE MAINTENANCE OF MEDIANS
Pre-Bid Conference Location: N/A	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, WEDNESDAY, OCTOBER 8, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Partnership Landscaping Mailing Address: 591 Marginal Rd WPB, Fl 33411	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: David Beretsky
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: Owner
Incorporated in the State of: Fl Year: 2017	Delivery in 10 days, After Receipt Order
Phone Number: 954 325-4692	Payment Terms: Net 30 Days
Fax Number: N/A	FEIN or SS Number: 30-0992212
E-Mail Address: Dave@Partnershiplandscaping.com	Local Business: ___Y X N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ NOT APPLICABLE F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

DRUG FREE WORKPLACE FORM

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

Partnership Landscaping does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

10/1/25
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Palm Beach

David Beretsky, being first duly sworn, deposes and says:

That he is OWNER OF Partnership Landscaping
(a partner or officer of the firm, etc.)

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

Partnership Landscaping
(Firm Name)

By: David Beretsky

Title: OWNER

Subscribed and sworn to before me this 29th day of, September 2025.

9/29/25
Notary Public

My Commission expires: (Seal)

9/30/2026

NICOLE H. SHEMESH
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-30-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 308544

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

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

by David Beretsky
(Print individual's name and title)

for Partnership Landscaping

whose business address is 591 Marginal Rd WPB Fl 33411

(If applicable) its Federal Employer Identification Number (FEIN) is 30-0992212

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

_____
(Signature)

10/01/25
(Date)

STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority David Beretsky
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 2 of October, 2025.

10/2/25
(NOTARY PUBLIC)

My Commission Expires: 9/30/26

NICOLE H. SHEMESH
NOTARY PUBLIC
MY COMMISSION
EXPIRES 9-30-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 305544

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Partnership Landscaping

Respondent's Authorized Representative Name and Title: David Bedetsky / owner

Address: 591 Marginal Rd

City: WPB State: Fl Zip: 33411

Phone Number: 954 325 4692 Respondent FEIN: 33-0992212

Email Address: Dave@Partnershiplandscaping.com

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

Certification:

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

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

Vendor name: Partnership Landscaping

Authorized Representative's Name and Title: David Benetsky / owner

Address: 591 Marginal Rd

City: WPB State: Fl Zip Code: 33411

Phone Number: 954 325 4692 Email Address: Dave@Partnershiplandscaping.com

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

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

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

By: _____ David Benetsky / owner 10/2/25
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF Florida

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 1 day of October, 2025 by David Benetsky, who is

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

Notary Public Signature: _____ (Seal)

Print Name: Nicole Shemesh My Commission Expires: 9/30/26

NICOLE H. SHEMESH
NOTARY PUBLIC
MY COMMISSION
EXPIRES 9-30-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 309544

E-VERIFY
AFFIRMATION STATEMENT

Description: Landscape Maintenance of Medians

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

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Partnership Landscaping

Authorized Company Person's Signature: [signature]

Authorized Company Person's Title: Owner

Date: 10/02/25

STATE OF FLORIDA
COUNTY OF Florida

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 2 day of October, 2025 by David Benetsky, who is ☒ personally known or ☐ produced identification (ID produced: _____).

Signature: [signature] 10/2/25 (Seal)

NOTARY PUBLIC

My Commission Expires: 9/30/2026

NICOLE H. SHEMESH
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-30-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 309544

REFERENCES

Bid No. 2025-039
LANDSCAPE MAINTENANCE OF MEDIANS

Contact Person & Title	City of Boca Raton / Julie Shelton
Email Address	JShelton@ci.boca-raton.fl.us
Phone No.	561 251-4047
Company Name	City of Boca
Mailing Address	499 SW 4th Ave Boca Raton 33432
City, State, Zip	
Type of commercial work contracted	Ground maintenance
Contact Person & Title	City of Boynton / Maurice Permenter
Email Address	permenterm@bbfl.us
Phone No.	561 631-1505
Company Name	City of Boynton Beach
Mailing Address	100 East Ocean Ave
City, State, Zip	Boynton Beach, Fl 33435
Type of commercial work contracted	Ground maintenance
Contact Person & Title	Woodspring Suites / Mary Bixler, GM
Email Address	MBixler@T6Cgroup.net
Phone No.	718-551 1266
Company Name	T6C Group / Woodspring Suites
Mailing Address	11600 SW Village Pkwy
City, State, Zip	Port. St Lucie Fl
Type of commercial work contracted	Ground maint / Landscape installation

Turn —

p36 References Continued – Partnership

Verandah Club / Kevin Mitzner
954 600-4375
Kmitzner@verandaclub.com
6061 Palmetto Circle, Boca Raton

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ELITE LANDSCAPE Services

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1351 Wyndcliff Dr

Requester's name and address (optional)

City, state, and ZIP code
Wellington FL 33414

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
30 : 0992212

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/2/25

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PARTNERSHIP LANDSCAPING

EQUIPMENT LIST:

(1) 2026 Isuzu NPR Crew Dumptruck

(1) 2023 14' Enclosed Suncoast Trailer

(3) 2025 Hustler 60" Stand up Mower

(4) Shindawa string trimmers

(3) Shindawa Edgers

(3) Shindawa 40" Trimmers

(4) Backpack Blowers

(2) Backpack sprayers

Plus miscellaneous manual tools

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 324-357465

Business Name: VB LANDSCAPES LLC

Business Type: LAWN MAINTENANCE/LANDSCAPE (LANDSCAPING SERVICES)

Owner Name: BRANDON ARNOLD

Business Location: 501 E LAS OLAS BLVD STE 209 FT LAUDERDALE

Business Opened: 01/05/2026

State/County/Cert/Reg:

Exemption Code:

Business Phone: 3125765848

Rooms	Seats	Employees	Machines	Professionals
		15		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
120.00	0.00	0.00	0.00	0.00	0.00	120.00

Receipt Fee 120.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

VB LANDSCAPES LLC
1404 E LAS OLAS BLVD UNIT 2148
FORT LAUDERDALE, FL
33303-3839

Receipt #WWW-25-00209117
Paid 01/29/2026 120.00

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 324-357465

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State/County/Cert/Reg:

Exemption Code:

Business Phone: 3125765848

Rooms	Seats	Employees	Machines	Professionals
		15		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
120.00	0.00	0.00	0.00	0.00	0.00	120.00

Receipt #WWW-25-00209117
Paid 01/29/2026 120.00

CITY OF FORT PIERCE CHECKLIST

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

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

	YES	NO
Is the Bidder Acknowledgement Cover Page (page 1) completed, signed and attached?	✓	
Included proof of proper insurance and licensing as stated in bid documents.	✓	
Have all areas of the bid forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?	✓	
Are you registered on Demandstar to receive addendums	✓	
Is each Addendum (if issued) signed and included?	✓	
Have you checked your submission for proper organization? Did you include all the forms required by Section III and Section V?	✓	
Are you in compliance with the page limitations?	✓	
Did you submit your bid electronically?	✓	
Are all of the Required forms complete and included?	✓	
Have you made sure your corporate address matches your Sunbiz information?	✓	

PLEASE SIGN AND RETURN WITH BID _____

September 30, 2025

CITY FORT PIERCE

LANDSCAPE MAINTENANCE OF MEDIANS

BID NO. 2025-039

ADDENDUM NO. 1

The purpose of this addendum is to address inquiries submitted by potential bidders and provide additional specifications for the restrooms.

QUESTIONS / ANSWERS

1. **QUESTION:** Could you please provide. The name of the incumbent contractor currently performing under this contract ?

   ANSWER: **Mow 4 Less, LLC is the incumbent contractor currently performing under this contract.**

2. **QUESTION:** The prior award amount (total contract value or unit pricing, If available).

   ANSWER: **The prior contract amount award amount was $151,000.00**

3. **QUESTION:** Can you please provide the bid tabulation or price sheet from the last award.

   ANSWER: **Please see the attached bid tabulation from the original solicitation. The current contractor is not listed on the tabulation, as the originally awarded vendor, Higher Ground, declined to renew their contract. Due to the urgent need for continued landscape maintenance services, the Public Works Department – Division of Parks and Grounds – submitted an emergency procurement request. As a result, services were awarded to Mow 4 Less LLC based on availability and ability to perform the scope. The scope included maintenance of (6) six designated median locations (the Riverwalk location was removed) at a rate of $3,150.00 per cut, with a total contract amount approved by the City Commission of $151,000.00.**

BIDDER'S ACKNOWLEDGEMENT

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE LISTED ABOVE AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS LISTED.

OFFICIAL SIGNATURE: _____

TITLE: Owner

DATE: 10/2/25

Add. #1

All other conditions of this bid remain the same.

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

Signature: David Benetsky.
Manual

Signature: David Benetsky
Typed or Printed

Company Name: Partnership Landscaping

Address: 591 Marginal Rd
WPB, FL 33411

Date: 10/01/25

/lh

Attachment: Bid Tabulation Sheet.

Detail by Entity Name

Florida Limited Liability Company
VB LANDSCAPES LLC

Filing Information

Document Number	L25000482383
FEI/EIN Number	39-5081636
Date Filed	10/21/2025
State	FL
Status	ACTIVE

Principal Address

501 E Las Olas Blvd
Suite #209
FORT LAUDERDALE, FL 33301

Changed: 01/06/2026

Mailing Address

1404 E Las Olas Blvd
#2148
FORT LAUDERDALE, FL 33301

Changed: 01/06/2026

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

GREENFIELD CAPITAL PARTNERS LLC
501 E Las Olas Blvd
Suite #209
FORT LAUDERDALE, FL 33301

Title President

Arnold, Brandon
501 E Las Olas Blvd
Suite #209
FORT LAUDERDALE, FL 33301

Title VP

Corey, Michael
501 E Las Olas Blvd
Suite #209
FORT LAUDERDALE, FL 33301

Title Manager

Beretsky, David
501 E Las Olas Blvd
Suite #209
FORT LAUDERDALE, FL 33301

Annual Reports

Report Year	Filed Date
2026	01/06/2026

Document Images

01/06/2026 -- ANNUAL REPORT	View image in PDF format
10/21/2025 -- Florida Limited Liability	View image in PDF format

City Commission Regular Meeting - 5:05 PM **Agenda Item # 11.G.**

Meeting Date: 01/20/2026

Re: Approval to Award Bid No. 2025-039 Landscape Maintenance of Medians

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

---

SUBJECT:

Approval to award Bid No. 2025-039 Landscape Maintenance of Medians to Elite Landscaping Services, Inc., dba Partnership Landscaping, Wellington, FL in the amount of $86,400.00.

SUMMARY:

The Public Works Department respectfully requests approval to award Bid No. 2025-039 Landscape Maintenance of Medians to **Elite Landscaping Services, Inc., dba Partnership Landscaping**, Wellington, FL, in the annual amount of $86,400.00. This solicitation was issued for the maintenance of medians and was sent to 717 vendors. Out of the 40 vendors that requested full specifications, 9 submitted responses. However, 2 of these responses were deemed non-responsive because they failed to provide full and conforming proposals.

Comprehensive reference checks were conducted for the vendor, and all responses were positive. The reference evaluations confirm that Elite Landscaping Services, Inc., doing business as Partnership Landscaping, has a proven history of reliability, satisfactory performance, and successful completion of similar projects for other municipalities. Additionally, the vendor demonstrated that it possesses the necessary equipment, operational capacity, and technical expertise to meet all the requirements outlined in the bid proposal.

Based on these qualifications, Elite Landscaping Services, Inc., dba Partnership Landscaping, was determined to be fully capable of performing the work in a manner that aligns with the project specifications and serves the best interest of the agency. **The experience and capabilities of the vendor to deliver the services identified in the scope of work justify the $3,400.00 difference between their bid and the lowest bidder.**

The reference checks are documented and attached.

RECOMMENDATION:

The Public Works Department recommends awarding Bid No. 2025-039 Landscape Maintenance of Medians to **Elite Landscaping Services, Inc. dba Partnership Landscaping of** Wellington, Florida, for the annual amount of $86,400.00.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	26
Account:	0014005534900
Amount:	86,400.00

FISCAL IMPACT:

The funds for this contract will come from the Parks and Grounds contractual account: 0014005-534900

Attachments

ELITE BID SUBMITTAL
BID COMPARISON
BID TABULATION
RECOMMENDATION FOR AWARD
REF RESPONSE 1
REF RESPONSE 2

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MADISON WHITE, PURCHASING AGENT, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: LANDSCAPE MAINTENANCE OF MEDIANS - BID NO. 2025-039

CAO RLS#: 26-51

DATE: FEBRUARY 19, 2026

I have reviewed the above Request for Legal Services (RLS) to review the Agreement between the city and the Contractor, Elite Landscaping Services d/b/a Partnership Landscaping, for maintenance of medians throughout the city. Please note the following comments:

1. In the redlined version of the Agreement, I added the Contractor's principal place of business per Sunbiz records and noted their mailing address reflected in the Contractor's W-9 form submitted with their bid.
2. A clean version of the Agreement has been included with this Memo which can be used as a template for future agreements.
3. Based on the comments above and recommended changes, **the Agreement is approved as to form and correctness**.
4. Reminder: The Division should place the Agreement on the Commission consent Agenda for review and approval *prior* to execution by the City. *The Contractor, however, should sign the Agreement prior to being placed on the Agenda.*

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

City Commission Regular Meeting - 5:05 PM **11. M.**

Meeting Date: 04/06/2026

Re: Second Amendment to Grant Agreement for SS4A - Comprehensive Safety Action Plan

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approve the Second Amendment to the Safe Streets for All (SS4A) Grant Agreement with the US DOT/Federal Highway Administration (693JJ32340234) to officially close the project.

SUMMARY:

In June 2023 the City executed Agreement 693JJ32340234 for the Safe Streets for All (SS4A) Grant to complete the City of Fort Pierce Comprehensive Safety Action Plan.

At the September 15, 2025 City Commission meeting, Resolution 26-R69 was accepted and the Comprehensive Safety Action Plan was Adopted.

Coordination and reimbursement of the grant funding has been completed and the US Department of Transportation has provided Amendment 002 to officially close the project.

City Attorney review requested a change in the title of the Amendment. However, this document is provided by USDOT/FHWA, it is assumed to be as needed.

RECOMMENDATION:

Approve the Second Amendment.

ALTERNATIVES:

We have met all requirements of the Agreement.

RESPONSIBLE STAFF:

Selena Griffett, P.E.
Mark Zrallack, P.E.

COORDINATED WITH:

FHWA/USDOT

Fiscal Impact

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

FISCAL IMPACT:

No budget is required for contract close out.

Attachments

Amendment 002 Close Out
Original Agreement 693JJ32340234
Amendment 001
Resolution 25-R69
CAO Memo

AMENDMENT TO THE GRANT AGREEMENT

1. Federal Award No.
693JJ32340234

Amendment No. 2

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of Fort Pierce
100 North US Highway 1
Fort Pierce FL 34950

Unique Entity Id.: HD7SD9PNKNA5
TIN No.: 59-6000349

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
06/09/2023 – 03/27/2026

7. Total Amount

Federal Share:	$229,730.71
Recipient Share:	$57,432.68
Other Federal Funds:	$0
Other Funds:	$0
Total:	$287,163.39

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA260119CL

11. Federal Funds Obligated
$229,731.71

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.610066 00 ($10,269.29)

14. Description of the Amendment:

The purpose of this amendment is to close out the Grant Agreement, and to de-obligate funding in the amount of $10,269.29. As a result of this amendment, the total value of this agreement is revised to reflect the amount in item No. 7 above.

The Recipient hereby provides a Release of Claims and agrees to release and discharge the Government from any and all further obligations under this Grant Agreement. The Recipient and the Government represent and warrant that the Recipient has completed all performance obligations required under this grant: including, but not limited to providing the Government with all required deliverables, reports, and/or any other information that may have been required. The Recipient acknowledges and agrees that it has received Federal funds in the amount of $229,730.71 for completing this Grant. This Amendment constitutes the entire agreement between the parties with respect to the closeout of this Grant Agreement. The Grant Agreement is now closed.

RECIPIENT

15. Signature of Person Authorized to Sign

_____

Signature Date

Name: Linda Hudson

Title: Mayor City of Fort Pierce, FL

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

_____

Signature Date

Name: Hector R. Santamaria

Title: Agreement Officer

1. **Award No.**
693JJ32340234

2. **Effective Date**
See No. 17 Below

3. **Assistance Listings No.**
20.939

4. **Award To**
City of Fort Pierce
100 North US Highway 1
Fort Pierce FL 34950

Unique Entity Id.: HD7SD9PNKNA5
TIN No.: 59-6000349

5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. **Period of Performance**
Effective Date of Award –
24 months from effective date

7. **Total Amount**

Federal Share:	$240,000
Recipient Share:	$60,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$300,000

8. **Type of Agreement**
Grant

9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. **Procurement Request No.**
HSSP230236PR/000001

11. **Federal Funds Obligated**
$240,000

12. **Submit Payment Requests To**
See article 20.

13. **Payment Office**
See article 20.

14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.610066
00.0000000000.0000000000.0000000000.0000000000

15. **Description of Project**
The City of Fort Pierce Engineering Comprehensive Safety Action Plan will identify and aid in prioritization of Low-Cost Safety Improvements within the City. This plan will establish the commitments of the City to work toward a goal of zero roadway fatalities.

RECIPIENT
16. Signature of Person Authorized to Sign

Linda Hudson

Signature Date
Name: Linda Hudson
Title: Mayor
City of Fort Pierce, FL

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

ROBERT M MCNAMARA JR
Digitally signed by ROBERT M MCNAMARA JR
Date: 2023.06.09 06:47:29 -04'00'

Signature Date
Name: Robert M. McNamara
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the "**USDOT**")] [Federal Highway Administration (the "FHWA") and the City of Fort Pierce (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Fort Pierce Comprehensive Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Fort Pierce Comprehensive Safety Action Plan

Application Date: September 13, 2022

2.2 Award Amount.

SS4A Grant Amount: $240,000.00

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Action Plan Grants assist communities that do not currently have a roadway safety plan in place to reduce roadway fatalities, laying the groundwork for a comprehensive set of actions. It also provides funding to communities that want to build upon an existing roadway safety plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	June 30, 2024
Planned Action Plan Completion Date:	July 31, 2024
Planned Action Plan Adoption Date:	August 31, 2024
Planned SS4A Final Report Date:	September 30, 2024

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$240,000
Other Federal Funds:	$0.00
State Funds:	$0.00
Local Funds:	$60,000
In-Kind Match:	$0.00
Other Funds:	$0.00
Total Eligible Project Cost:	$300,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual/Consultant	$240,000	$60,000	$300,000
Other	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
Total Budget	**$240,000**	**$60,000**	**$300,000**

(c) Cost Classification Table -Implementation Grants Only

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

[Reserved]

4.2 Recipient Contact(s).

Selena Griffett, P.E.
Project Engineer
City of Fort Pierce Engineering Department
100 North US Highway 1, Fort Pierce FL 34950
772-467-3780
sgriffett@cityoffortpierce.com

4.3 Recipient Key Personnel.

Name	Title or Position
Selena Griffett, P.E	Project Engineer
John Andrews, P.E	City Engineer

4.4 USDOT Project Contact(s).

Darren Thacker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-6409
Darren.thacker@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
12300 West Dakota Avenue
Suite 390
Lakewood, CO 80228
720-963-3589
Ashley.cucchiarelli@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
12300 West Dakota Avenue
Suite 390
Lakewood, CO 80228
720-963-3589
Ashley.cucchiarelli@dot.gov

and

Jamie Christian
Agreement Officer's Representative (AOR)
FHWA FL. Division Administrator
Federal Highway Administration
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312-3998
850-553-2200
jamie.christian@dot.gov

and

Bren I. George-Nwabugwu Sr
Florida Division Office Point of Contact
Senior Transportation Engineer
Federal Highway Administration
400 W. Washington Street, Suite 4200
Orlando, FL 32801-2217
407-867-6407
bren.george@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Assistance Specialist

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Fort Pierce

Baseline Measurement Date: September 30, 2024

Baseline Report Date: September 30, 2024

Table 1: Performance Measure Table For Action Plan Grant

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan, or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The SS4A Action Plan components include equity considerations. This philosophy will guide the actions of the Action Plan development and in particular in the Engagement and Collaboration and Progress and Transparency elements of the City of Fort Pierce Comprehensive Safety Action Plan.

1. Award No.

693JJ32340234

Amendment 0001

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.939

4. Award To
City of Fort Pierce
100 North US Highway 1
Fort Pierce FL 34950

Unique Entity Id.: HD7SD9PNKNA5
TIN No.: 59-6000349

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
June 9, 2023 – March 27, 2026

7. Total Amount

Federal Share:	$240,000
Recipient Share:	$60,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$300,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. Procurement Request No.
HSA250006

11. Federal Funds Obligated
$240,000

12. Submit Payment Requests To
See article 20.

13. Payment Office
See article 20.

14. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.610066
00.0000000000.0000000000.0000000000.0000000000

15. Description of Project
The City of Fort Pierce Engineering Comprehensive Safety Action Plan will identify and aid in prioritization of Low-Cost Safety Improvements within the City. This plan will establish the commitments of the City to work toward a goal of zero roadway fatalities.

RECIPIENT

16. Signature of Person Authorized to Sign

Signature Date
Name: Linda Hudson
Title: Mayor City of Fort Pierce, FL

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

HECTOR RAMON SANTAMARIA

Digitally signed by HECTOR RAMON SANTAMARIA
Date: 2024.12.11 11:19:16 -05'00'

Signature Date
Name: Hector R. Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the "**USDOT**")] [Federal Highway Administration (the "FHWA") and the City of Fort Pierce (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Fort Pierce Comprehensive Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Fort Pierce Comprehensive Safety Action Plan

Application Date: September 13, 2022

2.2 Award Amount.

SS4A Grant Amount: $240,000.00

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Action Plan Grants assist communities that do not currently have a roadway safety plan in place to reduce roadway fatalities, laying the groundwork for a comprehensive set of actions. It also provides funding to communities that want to build upon an existing roadway safety plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	March 28, 2025
Planned Action Plan Completion Date:	June 20, 2025
Planned Action Plan Adoption Date:	September 26, 2025
Planned SS4A Final Report Date:	December 19, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$240,000
Other Federal Funds:	$0.00
State Funds:	$0.00
Local Funds:	$60,000
In-Kind Match:	$0.00
Other Funds:	$0.00
Total Eligible Project Cost:	$300,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual/Consultant	$240,000	$60,000	$300,000
Other	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
Total Budget	**$240,000**	**$60,000**	**$300,000**

(c) Cost Classification Table -Implementation Grants Only

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

[Reserved]

4.2 Recipient Contact(s).

Selena Griffett, P.E.
Project Engineer
City of Fort Pierce Engineering Department
100 North US Highway 1, Fort Pierce FL 34950
772-467-3780
sgriffett@cityoffortpierce.com

4.3 Recipient Key Personnel.

Name	Title or Position
Selena Griffett, P.E	Project Engineer
John Andrews, P.E	City Engineer

4.4 USDOT Project Contact(s).

Darren Thacker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-6409
Darren.thacker@dot.gov

and

Agreement Officer (AO)

Federal Highway Administration
Office of Acquisition and Grants Management
HCFASS4A@dot.gov

and

Jamie Christian
Agreement Officer's Representative (AOR)
FHWA FL Division Administrator
Federal Highway Administration
3500 Financial Plaza, Suite 400
Tallahassee, FL 32313-3998
850-553-2200
jamie.christian@dot.gov

and

Ebony Pena-Lopez
Florida Division Office Point of Contact
Assistant Transportation Engineer
Federal Highway Administration
400 W. Washington Street, Suite 4200
Orlando, FL 32801-2217
407-867-6414
ebony.pena-lopez @dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,

Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Assistance Specialist

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Fort Pierce

Baseline Measurement Date: December 19, 2025

Baseline Report Date: December 19, 2025

Table 1: Performance Measure Table For Action Plan Grant

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The SS4A Action Plan components include equity considerations. This philosophy will guide the actions of the Action Plan development and in particular in the Engagement and Collaboration and Progress and Transparency elements of the City of Fort Pierce Comprehensive Safety Action Plan.

RESOLUTION NO. 25-R69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **APPROVING AND ADOPTING THE COMPREHENSIVE SAFETY ACTION PLAN** FOR SUBMISSION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR REVIEW AND APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Transportation selected and awarded the City of Fort Pierce a Safe Streets and Roads for All ("SS4A") Action Plan Grant pursuant to Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") in the amount of two hundred and forty thousand dollars ($240,000)(hereinafter referred to as the "Action Plan Grant Agreement"); and

WHEREAS, SS4A Action Plan Grants assist communities that do not currently have a roadway safety plan in place to reduce roadway fatalities, laying the groundwork for a comprehensive set of actions. It also provides funding to communities that want to build upon an existing roadway safety plan; and

WHEREAS, pursuant to the Action Plan Grant Agreement, the City of Fort Pierce has completed a Comprehensive Safety Action Plan that encompasses projects, policies, and programs committed to reducing and eliminating transportation related serious injuries and fatalities; and

WHEREAS, pursuant to the Action Plan Grant Agreement, the City of Fort Pierce must adopt its Comprehensive Safety Action Plan by September 26, 2025; and

WHEREAS, pursuant to the Action Plan Grant Agreement, the City has made the Comprehensive Safety Action Plan publicly available, and will publish the final version of the Comprehensive Safety Action Plan on a publicly available website; and

WHEREAS, the City Commission deems it is in the best interest of the public to submit the Comprehensive Safety Action Plan for review and approval.

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

Section 1: The City Commission of the City of Fort Pierce hereby approves and adopts the Comprehensive Safety Action Plan, attached as Exhibit "A", for submission to the United States Department of Transportation for review and approval.

Section 2: This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 15th day of September 2025.

Linda Hudson

Linda Hudson, Mayor

ATTEST:

Linda W. Cox

Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

Sara Hedges, City Attorney

CITY OF FORT PIERCE

Comprehensive Safety Action Plan





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Appendix B: Community Input Summary
Appendix C: Safety Assessment
Appendix D: Safety Scorecard Template
Appendix E: High Injury Network Analysis
Appendix F: Countermeasures Matrix

01 PLAN OVERVIEW



WHAT IS OUR COMMITMENT TO CREATING A SAFER TRANSPORTATION SYSTEM?

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

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

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

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

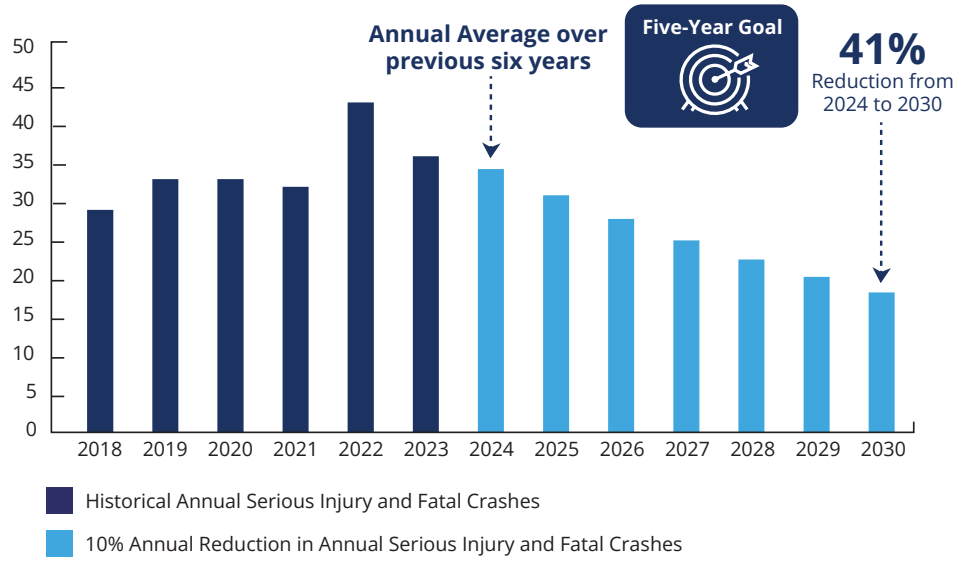
To this end, the City commits to a short-term goal of reducing serious injury and fatal crashes by 41% over the next five years. This goal represents a commitment to reduce serious injury and fatal crashes by 10% a year over the next five years.

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

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

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

Annual Serious Injury and Fatal Crash Trend Goal



HOW WILL WE MEASURE PROGRESS?

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

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

SS4A PROGRAM

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

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

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

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

Safe Systems Approach

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



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

The *Safe Systems Approach* principles are:

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

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

NEEDS AND TRENDS

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

Traffic Crashes are a Persistent Trend in Fort Pierce.

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

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

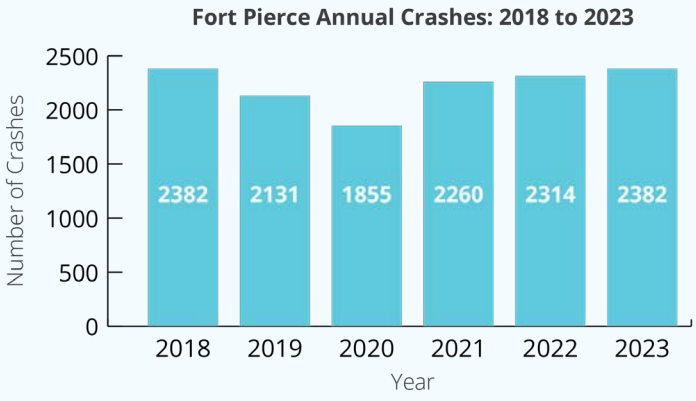
6

Average number of crashes per day over past six years.

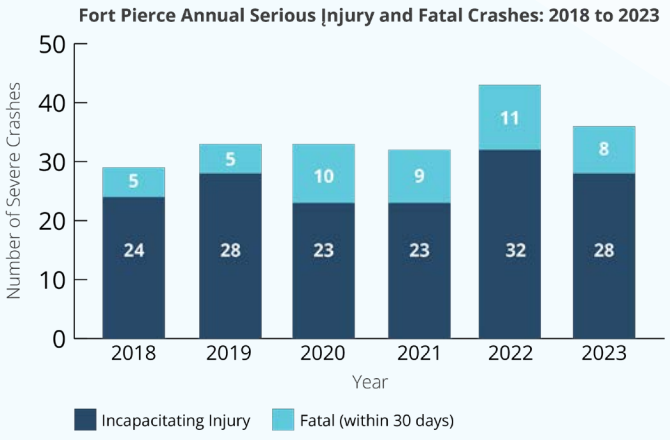
3.6

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

Fort Pierce Annual Crashes (2018-2023)



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



Severe and Fatal Crashes Cost Lives and Money.

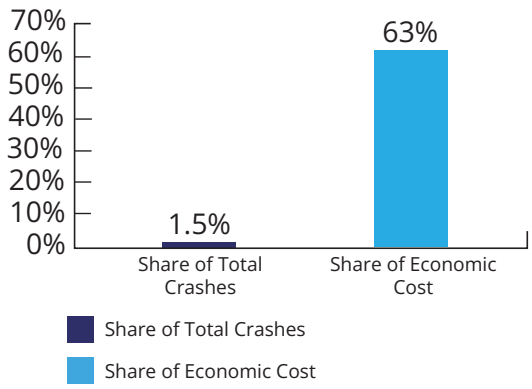
Vehicles can be repaired or replaced. People that lose their lives cannot. Additionally, those experiencing severe injuries are not able to return to normal life, resulting in loss of ability to work and care for themselves.

These types of crashes have both individual and community costs.

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

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

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



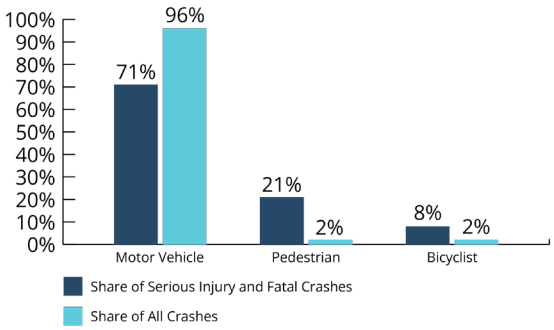
How You Choose To Travel in Fort Pierce Impacts Your Safety.

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

Despite accounting for 4% of all crashes, walking and biking are nearly 30% of all serious injury and fatal crashes.

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

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

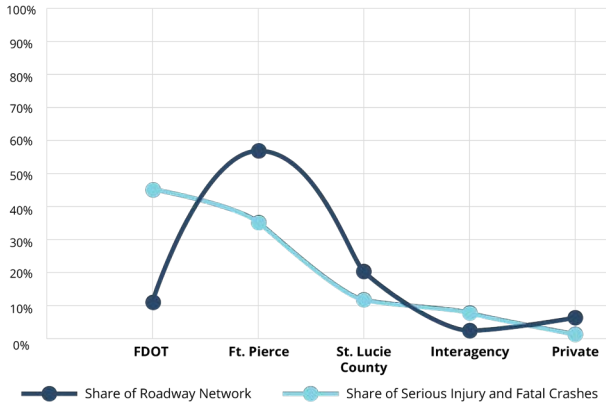


Working with Regional Partners is Key to Reducing and Eliminating Serious Injury and Fatal Crashes in Fort Pierce.

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

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

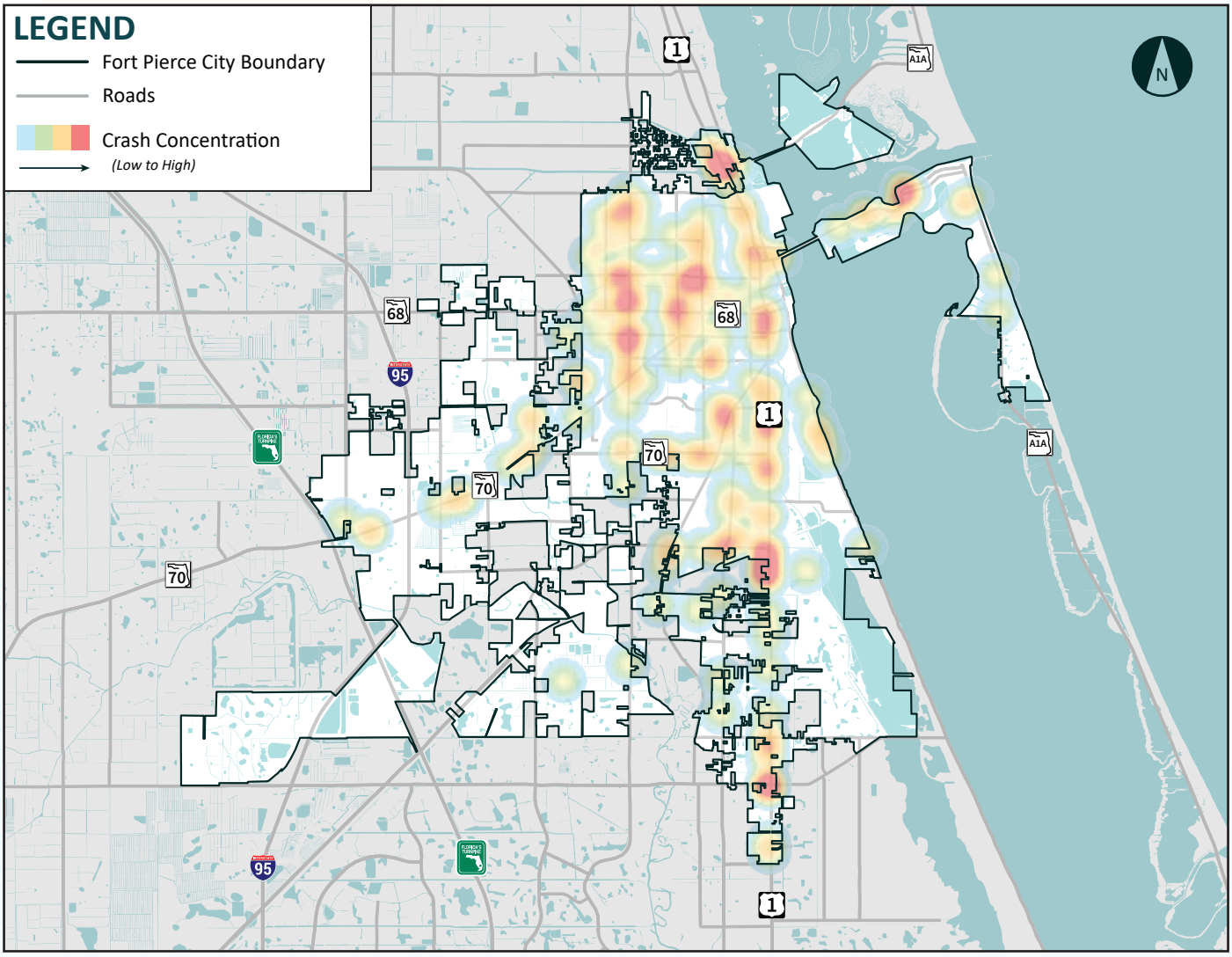
Fort Pierce Serious Injury and Fatal Crashes by Roadway Ownership



Crash Map

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

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



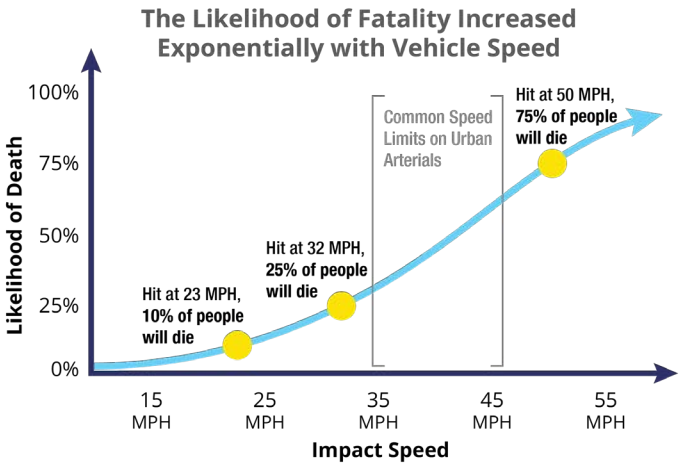
WHY SPEED MATTERS

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

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

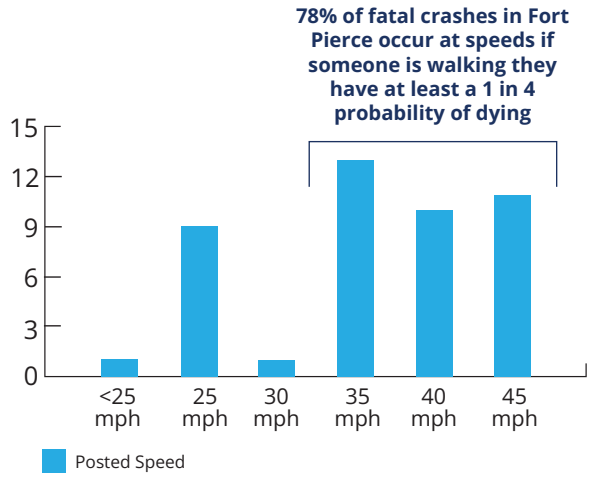
Roads designed for higher vehicle volumes, namely arterial roads, account for a majority of serious injury and fatal crashes in Fort Pierce. 72% of serious injury and fatal crashes in Fort Pierce are on arterial roads. These are major roads like US 1, Orange Avenue, and Okeechobee Road. These roads typically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

NACTO Likelihood of Fatality by Speed



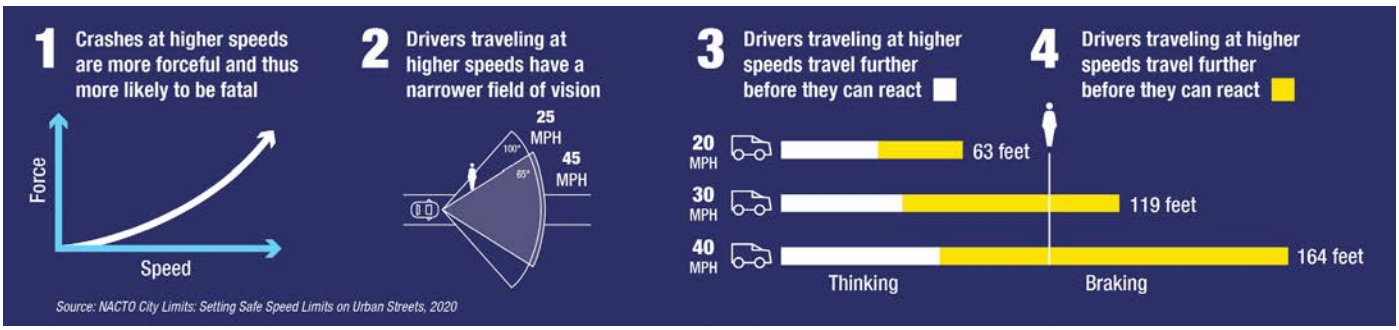
Source: NACTO City Limits

Fort Pierce Fatal Crashes by Posted Speed*



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

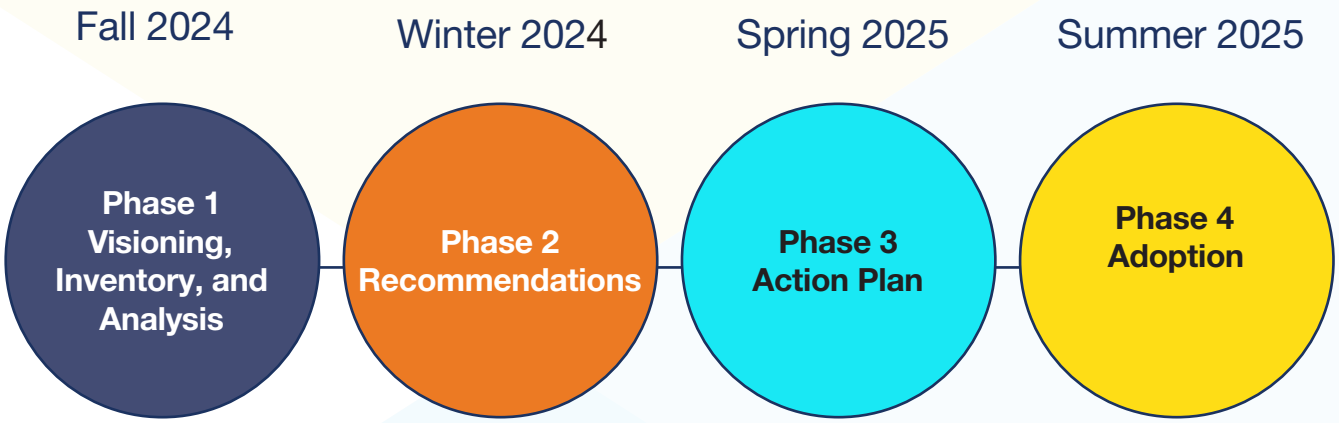
NACTO Higher Travel Speed and Reactivity



PLANNING PROCESS

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

Planning Process



Community Engagement

In-Person

In-person meetings included:

Public kickoff meeting in October 2024

Three neighborhood meetings in December 2024

One open house in April 2025

Online Survey

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

Regional & Technical Collaboration

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

WHAT WE HEARD

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

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

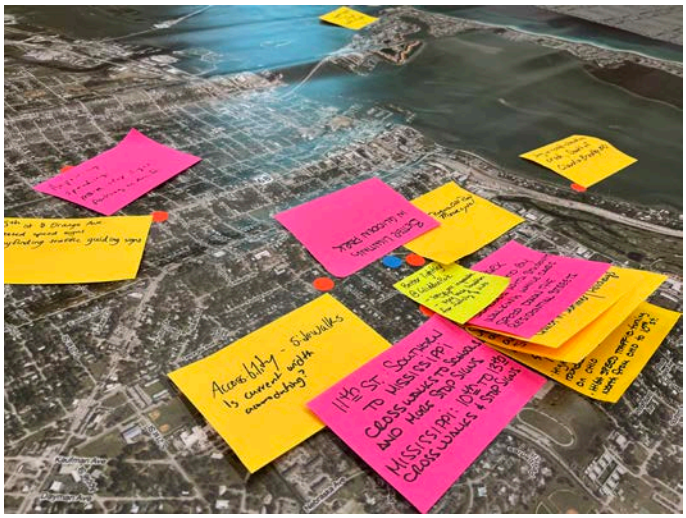
- Speeding is a persistent experience and concern in Fort Pierce.
- There is a desire for more enforcement to address people speeding and driving aggressively.
- Focus enforcement and traffic calming around schools.
- Expand traffic calming in neighborhoods.
- Prioritize the safety of people walking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

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

36
People attended in-person meetings

29
On-line surveys completed

130
Geographic-specific generated online and at in-person meetings





RECOMMENDATIONS OVERVIEW

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

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

Projects

Identify the physical changes to roads that can create a safer transportation system for everyone. Projects include systemic changes (things that can be universally applied across the transportation system, like traffic calming) as well as site-specific strategies e.g. installing a traffic light at a particular intersection where it could make it safer for everyone to navigate crossing the street.

Policies

Changes to procedures or decision-making steps that can improve safety outcomes. Examples include creating a dedicated local funding source for safety projects or changing local policy to include a wider range of state and national roadway design standards.

Programs

Provide encouragement, incentives, or deterrents to promote safe travel behavior. Examples include targeted speed enforcement campaigns by law enforcement to catch people speeding or activities at schools to educate children and young adults about how to travel safely by walking, biking, and driving.

Safety Goals



HIGH INJURY NETWORK

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

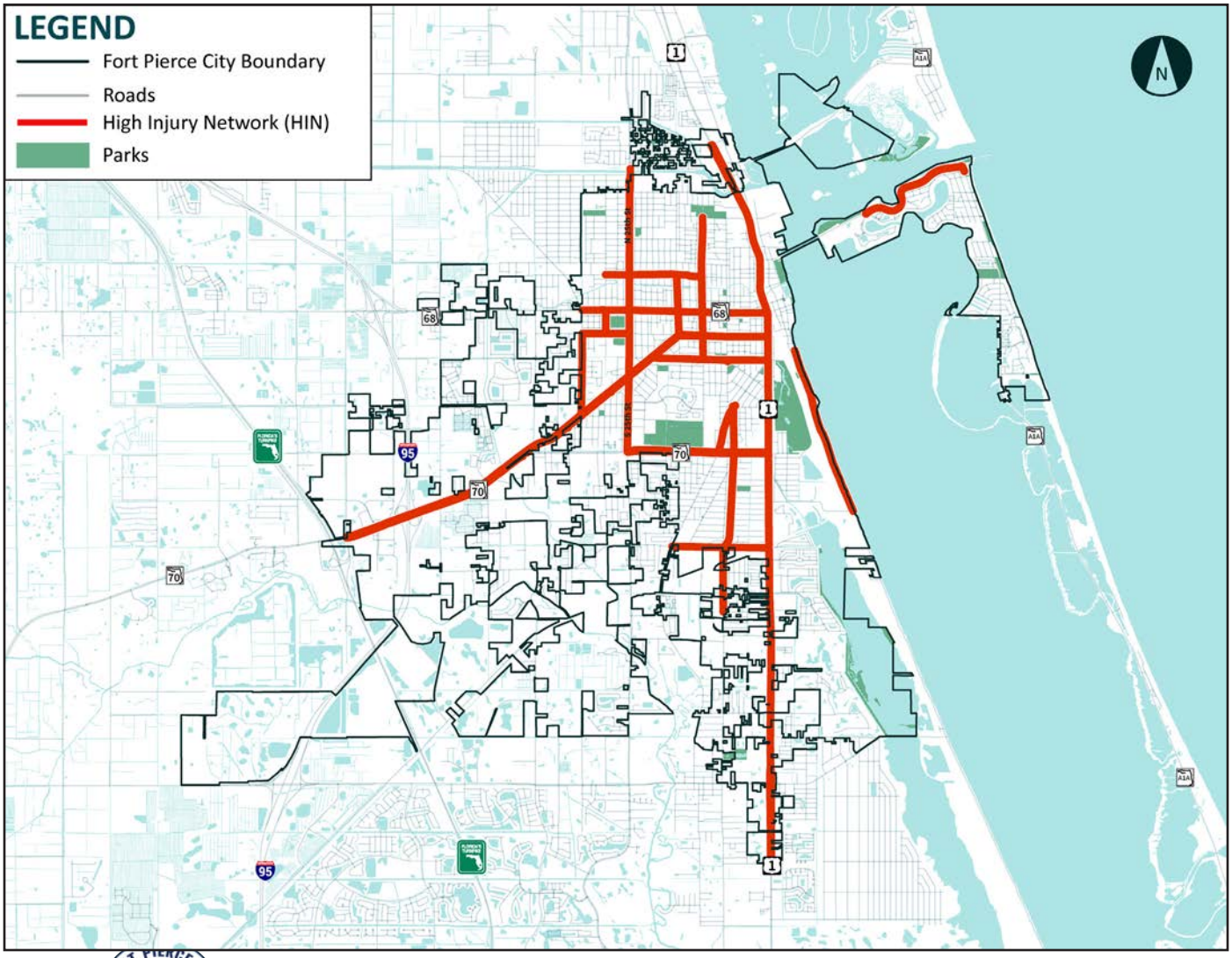
The HIN for Fort Pierce covers 13% of the roadway network. However, 71% of all crashes and 84% of all serious and fatal crashes over the past six years have occurred on the HIN.

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

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

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

The map below shows the HIN segments for this plan.



02 PROJECT RECOMMENDATIONS



RECOMMENDATIONS OVERVIEW

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

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

Projects

20 identified roadway projects.

- 6 City Road Projects
- 2 St. Lucie County Road Projects
- 8 FDOT Road Projects
- 4 Interlocal Agreement Projects

Policies

- #1 Establish Vision Zero Task Force
- #2 Design Streets for Safety
- #3 Create a Comprehensive Speed Management Policy
- #4 Update Comprehensive Plan
- #5 Publish Annual Safety Report
- #6 Collect and Analyze Data for Project Evaluation

Programs

- #1 Federal and State Traffic Safety Programs
- #2 Targeted Enforcement
- #3 Annual Safety Marketing Campaign
- #4 Annual Safety Award Program
- #5 Post-Crash Care

Safety Goals



Save lives with slower vehicle speeds



Design safer streets

Coordinate regional implementation



Create culture of safety leadership and accountability



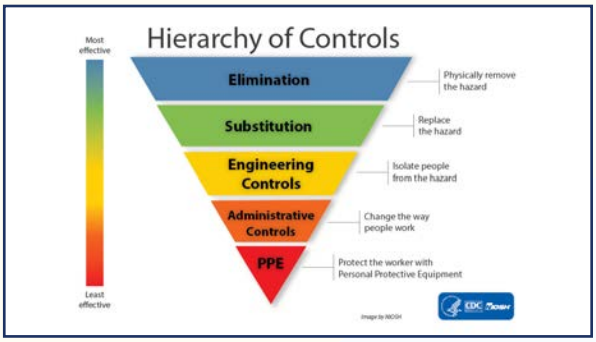
Protect the most vulnerable road users



Foster a culture of safe travel

IMPLEMENTATION PRIORITIES

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



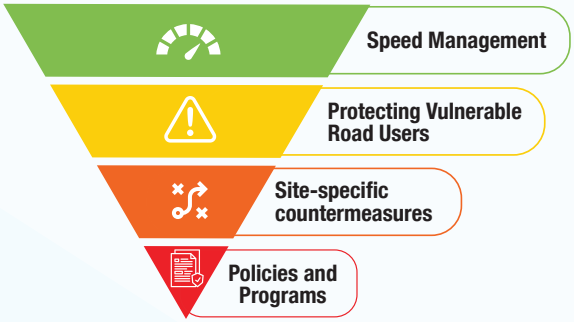
The Centers for Disease Control (CDC) developed a hierarchy of controls for safety. The most effective strategy is to eliminate or remove a hazard. An example of this type of approach in roadway safety would be to eliminate vehicle's ability to go over 20 MPH. The least effective strategy in the CDC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

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

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

Speed Management

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



Protecting Vulnerable Road Users

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

Site-Specific Countermeasures

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

Programs and Policies

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

SYSTEMIC STRATEGIES

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

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

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

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

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

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



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



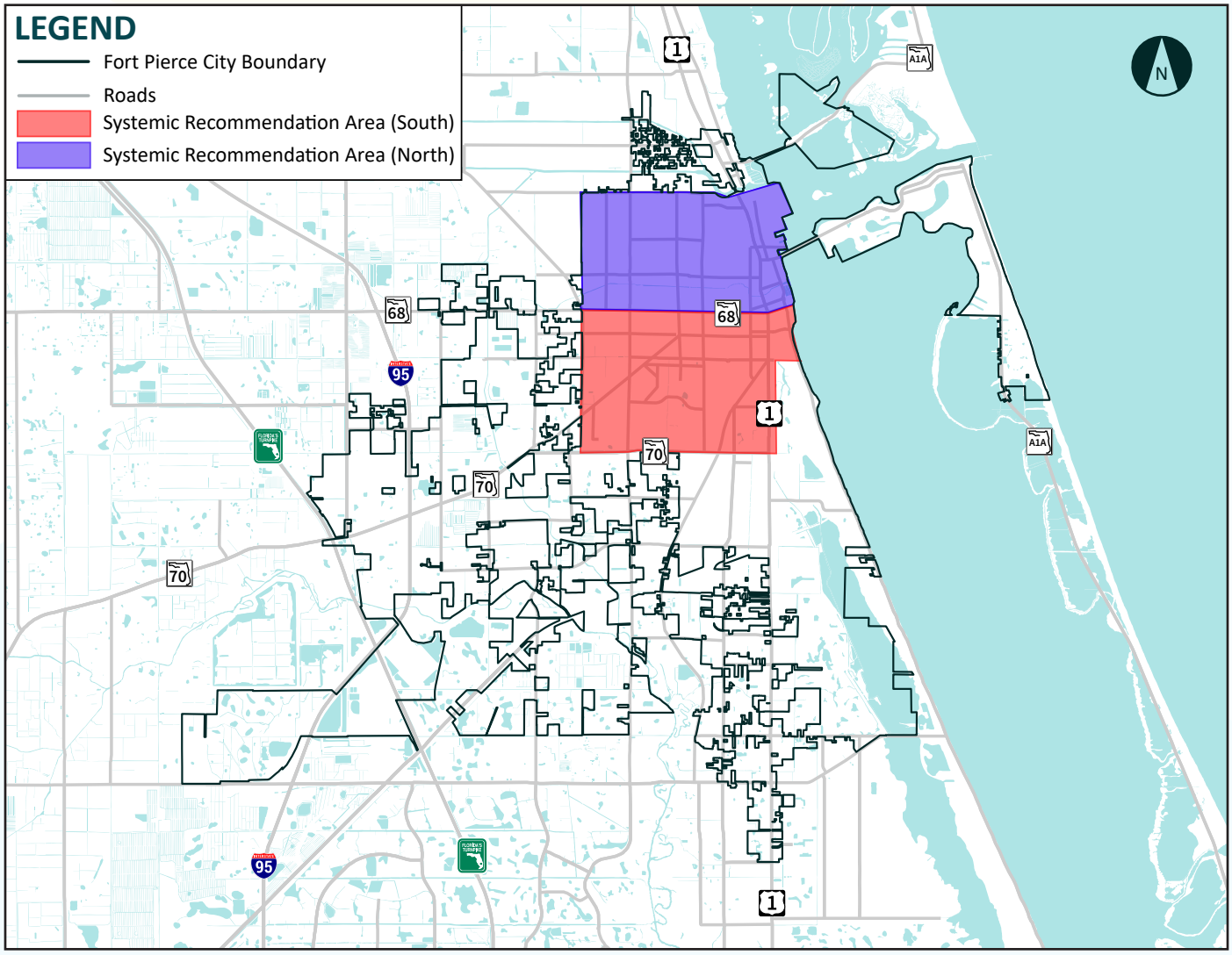
SYSTEMIC STRATEGIES IMPLEMENTATION AREAS

Two areas of Fort Pierce are ideal for implementing systemic strategies. These areas are the core urban neighborhoods of Fort Pierce north and south of Orange Avenue. Data analysis, field observations and community input identified these areas of focus:

- traffic calming
- maintenance of pavement markings and signs.

Additionally, the streets in these neighborhoods are city-owned, giving Fort Pierce control over implementation and funding.

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



COUNTERMEASURES

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

The countermeasures are organized into five main safety focus areas:

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

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

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

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

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

- Left-Turn
- Rear End
- Sideswipe

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

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



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

Applying Countermeasures in Fort Pierce

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

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

Left-Entering

Drivers traveling in parallel directions, one vehicle is turning left (perpendicular to the opposite vehicle) and the other vehicle is traveling straight.

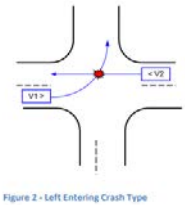


Figure 2 - Left Entering Crash Type

Left-Rear

Vehicles traveling in perpendicular directions. One vehicle is turning left, and straight traveling vehicle collides into their rear.



Figure 4 - Left Rear Crash Type

Left-Leaving

Vehicles traveling in perpendicular directions. One vehicle is turning left, and the other vehicle is traveling straight ahead.

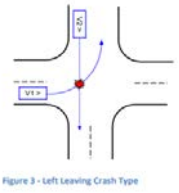


Figure 3 - Left Leaving Crash Type

Sideswipe (same direction)

Two vehicles traveling in the same direction impact one another, with no significant involvement of the front or rear vehicle surface areas.

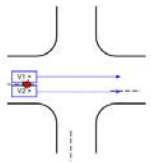


Figure 5 - Same Direction Sideswipe Crash Type

Rear-End

Vehicles traveling in the same direction. One vehicle's initial impact is in the front, and the other's is in the rear.

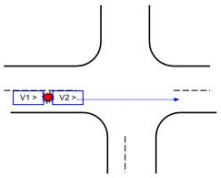


Figure 11 - Rear End Crash Type

Speed Managment

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

Pedestrian/Bicyclist

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

Intersections

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

Crosscutting

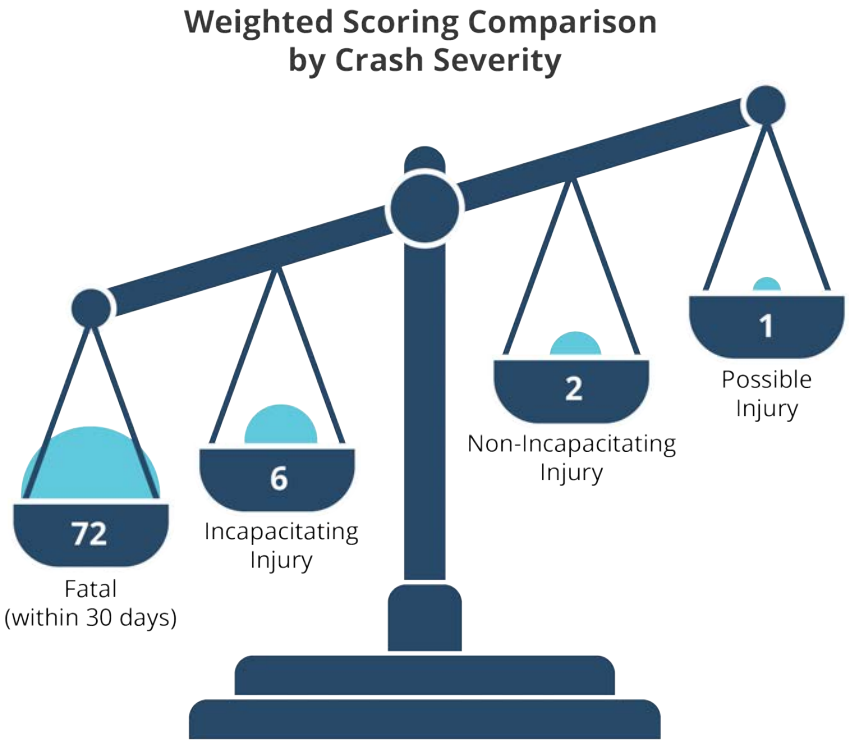
» **Pavement Friction Management –** Measuring, monitoring, and maintaining pavement friction – especially at locations where vehicles are frequently turning, slowing, and stopping – can prevent many roadway departure, intersection, and pedestrian-related crashes.

High Injury Network

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

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

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



CRASH SEVERITY	ECO-NOMIC COST	WEIGHTED SCORING FAC-TOR
No Injury	$7,100	0
Possible Injury	$26,000	1
Non-Incapacitating Injury	$42,000	2

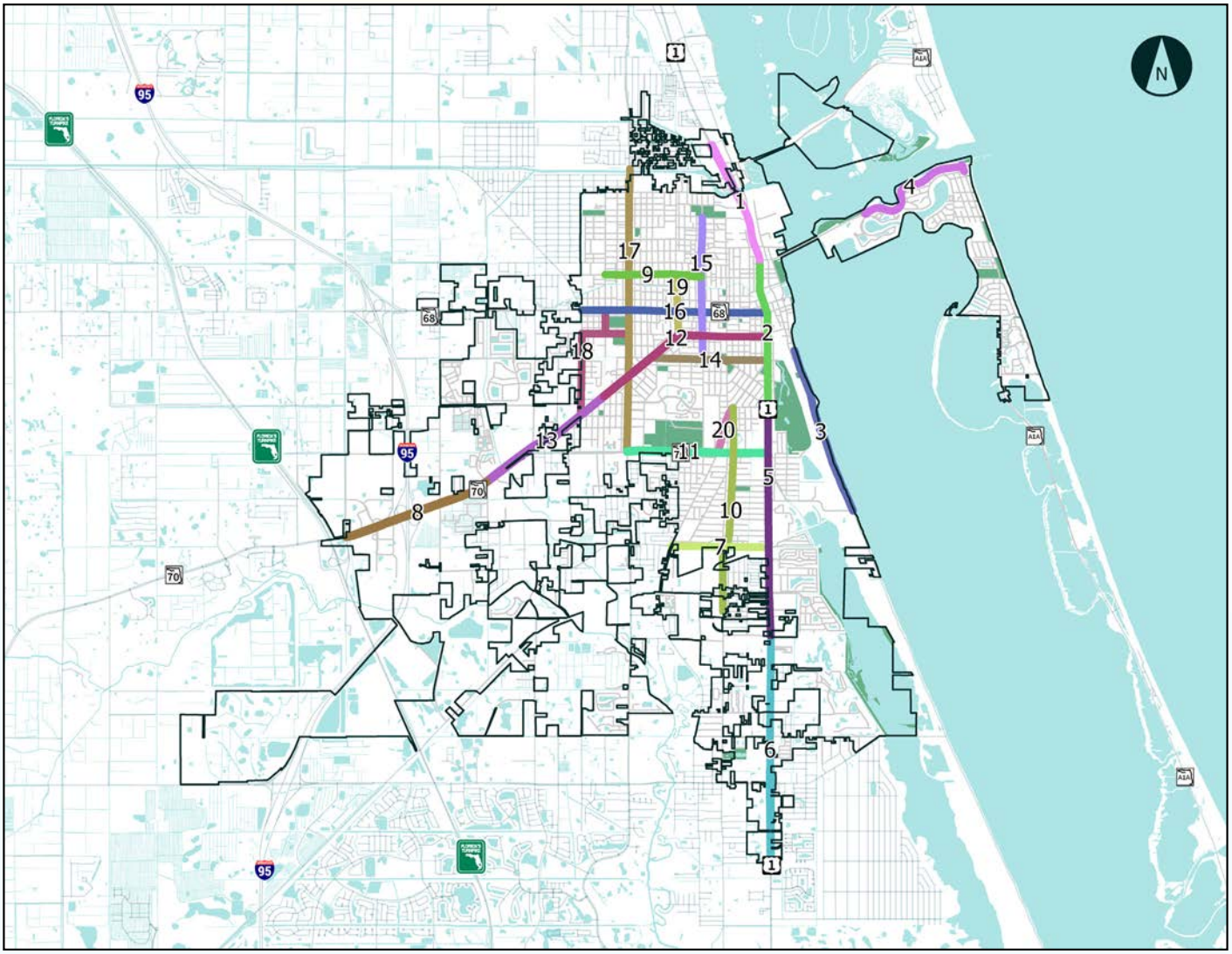
HIN Projects Map

Twenty site-specific project recommendations and several systemic project recommendations were developed as part of this plan. Fort Pierce's High Injury Network (HIN) is the framework for the site-specific recommendations. These recommendations address both intersection and segment-related safety concerns at each of the twenty projects. Top recommendations include:

- intersection safety
- access management
- improve lighting
- enhance pavement markings and signs

The unique crash circumstances of each segment were analyzed to develop project countermeasure priorities. Each project recommendation's focus was selected using the Federal Highway Administration's Proven Countermeasures List.

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



HIN Projects Table

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

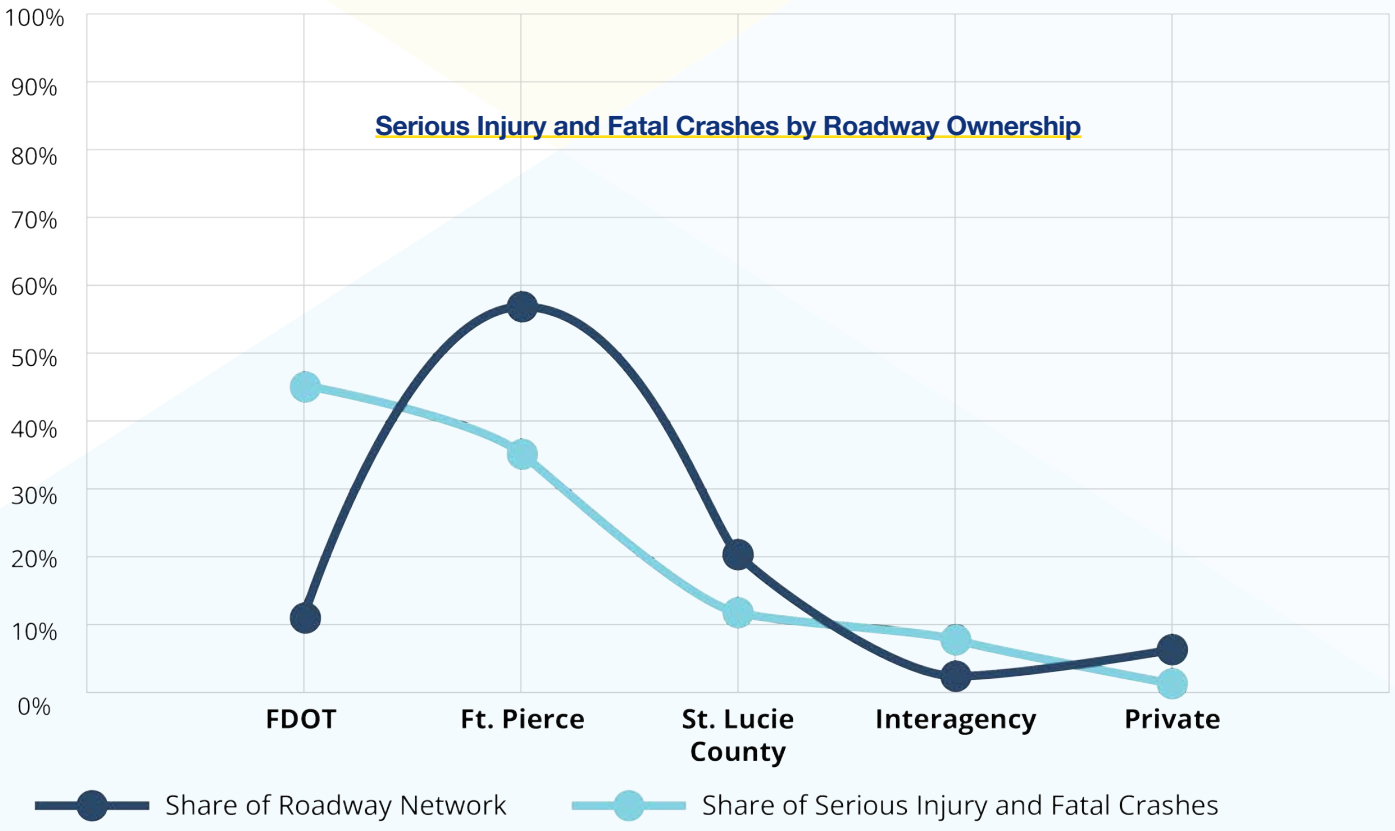
MAP ID #	STREET NAME	FROM	TO	OWNER-SHIP	CRASHES		
					ALL CRASH-ES	SERI-OUS CRASH-ES	FATAL CRASH-ES
1	US-1	Juanita Ave	Seaway Dr	FDOT	432	12	1
2	US-1	Seaway Dr	Ohio Ave	FDOT	766	10	1
3	Indian River Dr	Florida Ave	Savannah Rd	Interlocal Agreement	40	5	4
4	Seaway Dr	Harbour Isle Dr	S Ocean Dr	Fort Pierce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

REGIONAL COORDINATION

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

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

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



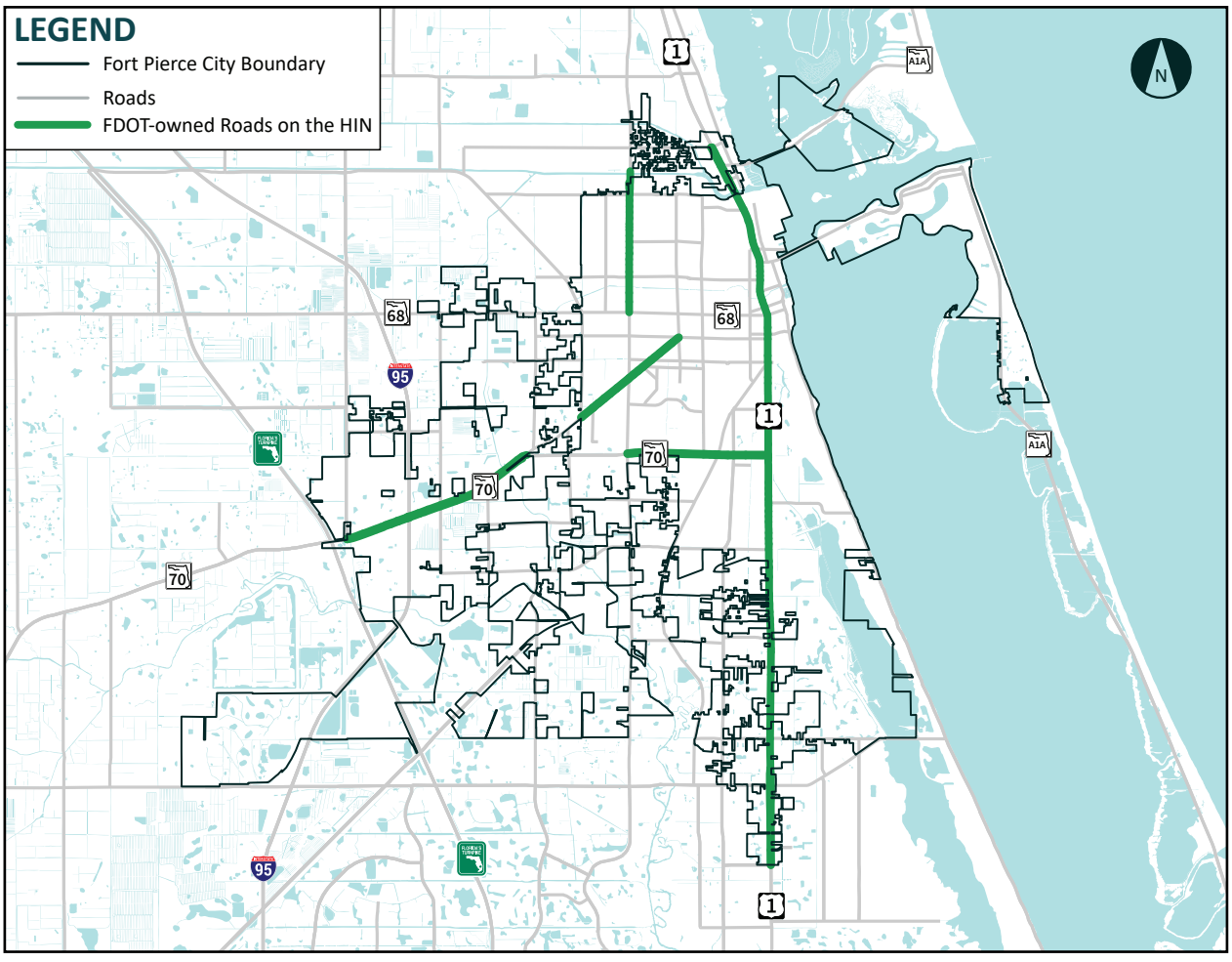
FDOT

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

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

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

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



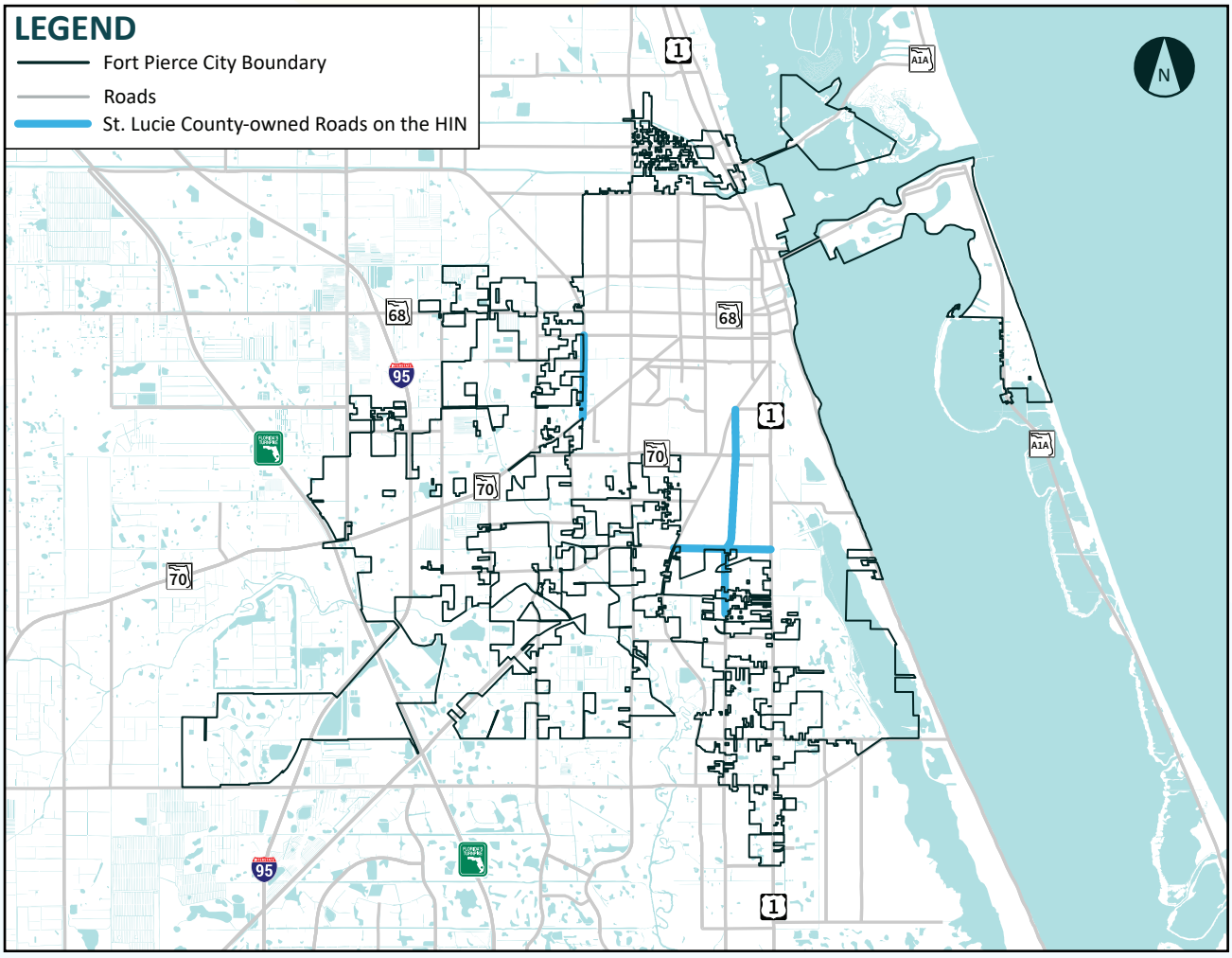
St. Lucie County

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

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

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

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



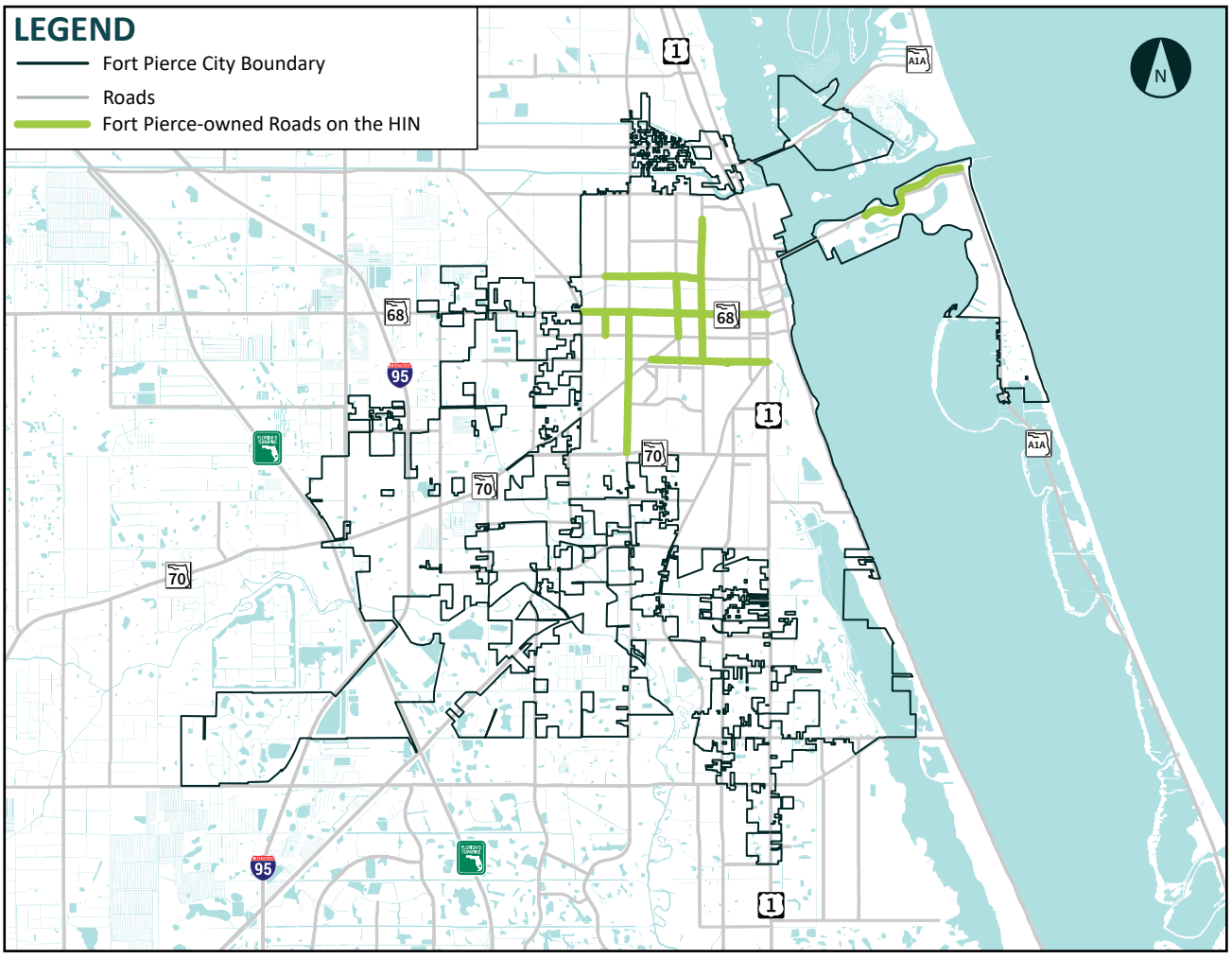
Fort Pierce

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

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

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

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



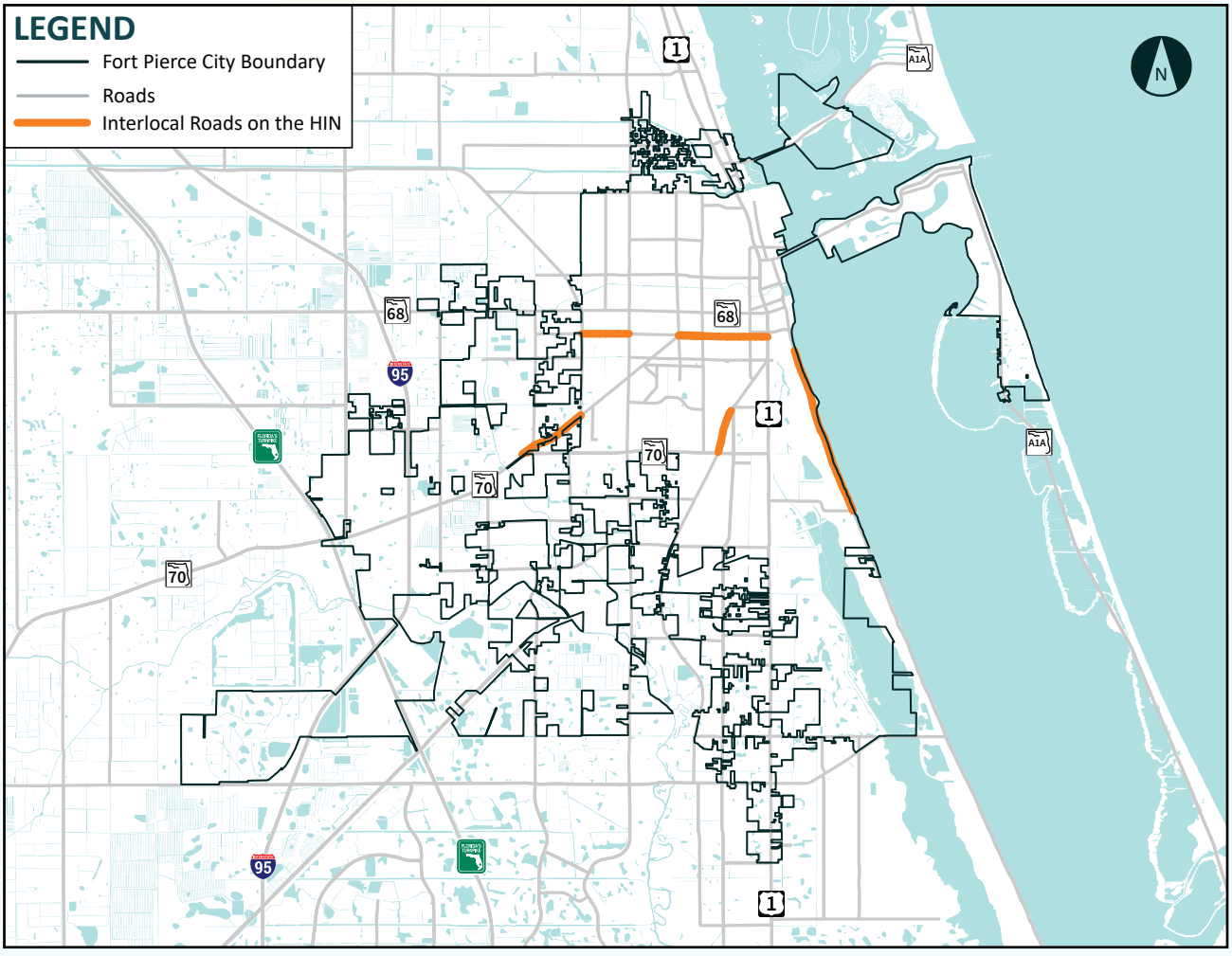
Interlocal

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

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

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

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



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03 POLICY RECOMMENDATIONS



POLICY OVERVIEW

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

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

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

1. **Establish Vision Zero Task Force:** The Vision Zero Task force will be a working group with participation from regional partners (like FDOT and St. Lucie County), city staff from different departments, and community members. The purpose of the task force will be to meet regularly throughout the year to review crash trends and coordinate safety initiatives.

2. **Design Streets for Safety:** Industry standards are evolving and the city's transportation engineering standards should evolve as well. This policy action will focus on updating engineering standards, or adopting national standard manuals and guides by reference, to expand the flexibility and safety focus for street design and operations.

3. **Create Comprehensive Speed Management Policy:** Slowing down people driving will save lives. This policy focuses on prioritizing speed management investments where they are needed most.

4. **Update Comprehensive Plan:** The Transportation Element of the Comprehensive Plan should be updated to reflect current traffic safety needs and desired outcomes in Fort Pierce. Safety trends and needs identified in this effort should be incorporated into the Transportation Element to ensure safety improvements are incorporated into new development.

5. **Publish Annual Safety Report:** Tracking progress and regularly reporting progress with implementation of this plan will build in transparency and accountability with safety efforts. Annual reporting of accomplishments and safety trends will help communicate progress and if safety investments are effective.

6. **Collect and Analyze Data for Project Evaluation:** A Safe Systems Approach requires a data-driven process to measure the effectiveness of investments and initiatives. Requiring data collection before and after projects are installed, and then analyzing and publishing the results, will provide transparency and guidance to learn what works in Fort Pierce to reduce the severity of crashes.

Policy #1 Establish Vision Zero Task Force

WHAT

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

WHO

- City Staff (Engineering Department, Communications and Economic Development Department, Planning Department, Community Response Department, Public Works Department)
- Community members
- Regional partners, like FDOT, St. Lucie TPO, and St. Lucie County
- Public safety officials (Police Department, St. Lucie County Sheriff's Office)

WHEN

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

HOW

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

COST

Low. Staff time and volunteer time from community members.

DESIRED OUTCOME

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

Policy #2: Design Streets for Safety

WHAT

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

WHO

- City Staff (Planning Department, Engineering Department, Public Works Department)

WHEN

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

HOW

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

COST

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

DESIRED OUTCOME

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



Policy #3: Create a Comprehensive Speed Management Policy

WHAT

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

WHO

- Police Department
- St. Lucie County Sheriff's Office
- City Staff (Planning Department, Engineering Department)

WHEN

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

HOW

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

COST

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

DESIRED OUTCOME

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



Policy #4: Update Comprehensive Plan

WHAT

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

WHO

- City Commission
- Vision Zero Task Force
- Engineering, Planning, and Public Works Departments

WHEN

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

HOW

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

COST

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

DESIRED OUTCOME

Safety improvements are incorporated into new developments and infrastructure projects.

Policy #5: Publish Annual Safety Report

WHAT

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



WHO

- The Vision Zero Task Force

WHEN

Annually publish a safety report.

HOW

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

COST

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

DESIRED OUTCOME

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

Policy #6: Collect and Analyze Data for Project Evaluation

WHAT

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

WHO

- Vision Zero Task Force
- Engineering, Planning, and Public Works Departments

WHEN

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

HOW

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

COST

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

DESIRED OUTCOME

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



04 PROGRAM RECOMMENDATIONS



PROGRAMS OVERVIEW

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







The program recommendations for this plan are:

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

Program #1 – Federal & State Traffic Safety Programs

What

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

Who

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

When

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

How

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

- Chester A. Moore Elementary1
- Creative Arts Academy of Saint Lucie
- Dale Cassens School
- Dan McCarty Middle School
- Lincoln Park Academy
- St. Lucie Elementary School

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

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

Cost

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

Desired Outcome

Reduction in crashes around schools, particularly the severe crashes.



Program #2 – Targeted Enforcement

WHAT

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

WHO

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

WHEN

Conduct quarterly targeted enfirocement activities.

HOW

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

COST

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

DESIRED OUTCOME

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



Program #3 – Annual Safety Marketing Campaign

WHAT

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

WHO

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

WHEN

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

HOW

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

COST

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

DESIRED OUTCOME

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



Program #4 – Annual Safety Award Program

What

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

Who

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

When

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

How

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

Cost

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

Desired Outcome

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



Program #5 – Post-Crash Care

WHAT

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

WHO

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

WHEN

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

HOW

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

COST

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

DESIRED OUTCOME

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



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05 IMPLEMENTATION



BUDGETING STRATEGY

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

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

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

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

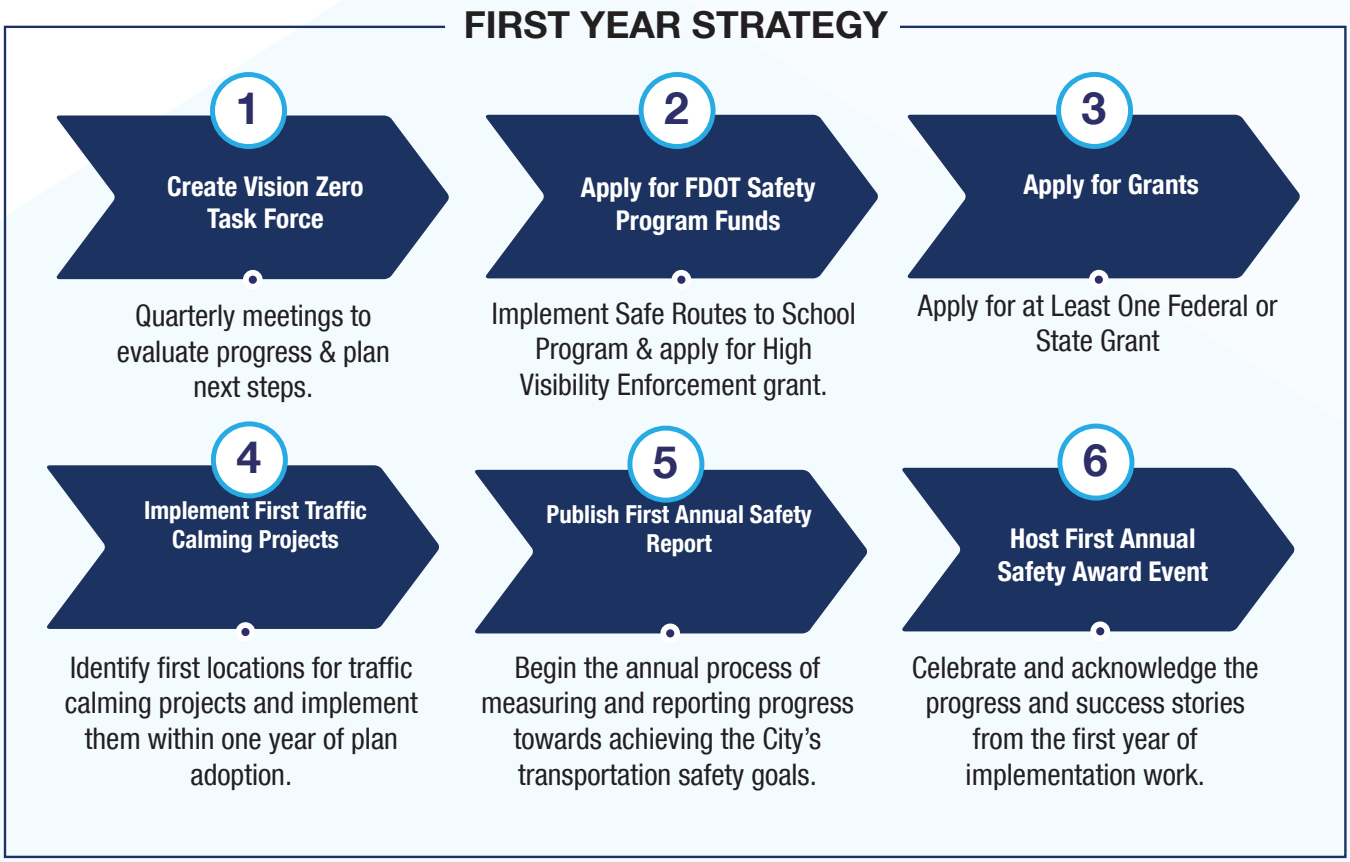
For annual budgeting, the city will focus on allocating resources to all of these categories. This strategy will provide a consistent and comprehensive appraoch to transportation safety investments. The proposed percentages are provided as a decision-making guide.

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

YEAR 1 STRATEGY

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

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



Comprehensive Safety Action Plan Implementation Table

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

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

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

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

APPENDIX A



APPENDIX A: PROJECT RANKING TABLE & PROJECT SUMMARY SHEETS

This project table summarizes each of the 20 safety projects identified in this plan. Each project is assigned a unique Map ID for reference. Safety data includes the total number of crashes along the project corridor over the past five years, with a breakdown of serious injuries and fatalities crashes. The overall ranking score is designed to assist City staff in selecting projects for annual funding, coordinating with FDOT and St. Lucie County, and pursuing state or federal grant opportunities.

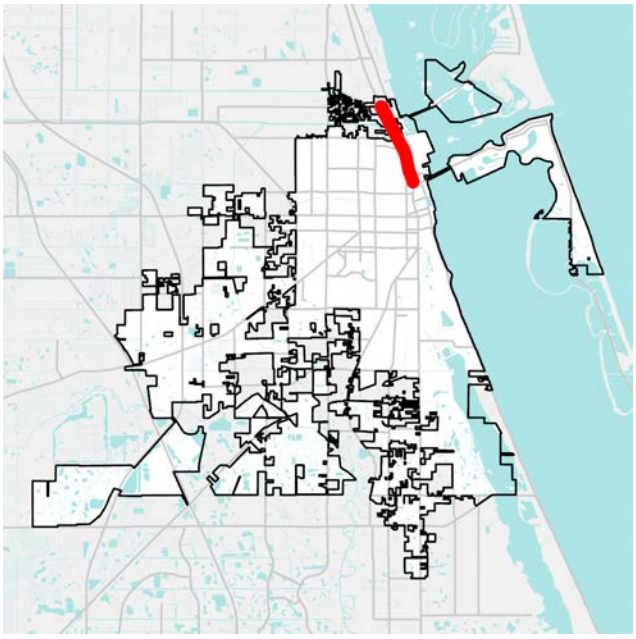
Following the table, individual project summary sheets provide additional details, including roadway context, predominant crash types, and recommended safety strategies. This information supports grant applications and facilitates coordination with regional partners.

MAP ID	PROJECT LOCATION	
	STREET NAME	FROM
5	US-1	Ohio Ave
17	25th St	Rosarita Ave
6	US-1	Farmers Market Rd
2	US-1	Seaway Dr
11	SR-70/Virginia Ave	S 25th St
1	US-1	Juanita Ave
8	SR-70/ Okeechobee Rd	Kings Hwy
10	Oleander Ave	Revels Ln
15	13th St	Avenue M
7	Edwards Rd	Sunrise Blvd
9	Avenue D	N 29th St
18	S 33rd St/ Delaware Ave	Okeechobee Rd
13	SR-70/ Okeechobee Rd	McNeil Rd
16	Orange Ave	Angle Rd
4	Seaway Dr	Harbour Isle Dr
12	Okeechobee Rd/ Delaware Ave	S 29th St
14	Georgia Ave	Okeechobee Rd
19	17th St	Avenue D
3	Indian River Dr	Florida Ave
20	Sunrise Blvd	Virginia Ave

	CRASH RANK SCORE			
TO	TOTAL CRASHES	SERIOUS INJURY CRASHES	FATAL CRASHES	OVERALL CRASH RANKING
Farmers Market Rd	1230	22	6	1
Virginia Ave	1139	16	6	2
Ulrich Rd	627	13	5	3
Ohio Ave	766	10	1	4
US-1	717	9	3	5
Seaway Dr	432	12	1	6
McNeil Rd	824	5	2	7
Ohio Ave	319	8	3	8
Georgia Ave	255	9	1	9
US-1	293	6	2	10
N 13th St	210	9	1	11
S 25th St	254	6	1	12
S 29th St	429	4	1	13
US-1	832	7	0	14
S Ocean Dr	149	6	1	15
US-1	647	6	0	16
US-1	212	4	2	17
Delaware Ave	171	5	1	18
Savannah Rd	40	5	4	19
Ohio Ave	129	3	1	20

Map ID 1: US 1 from Juanita Avenue to Seaway Drive

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



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

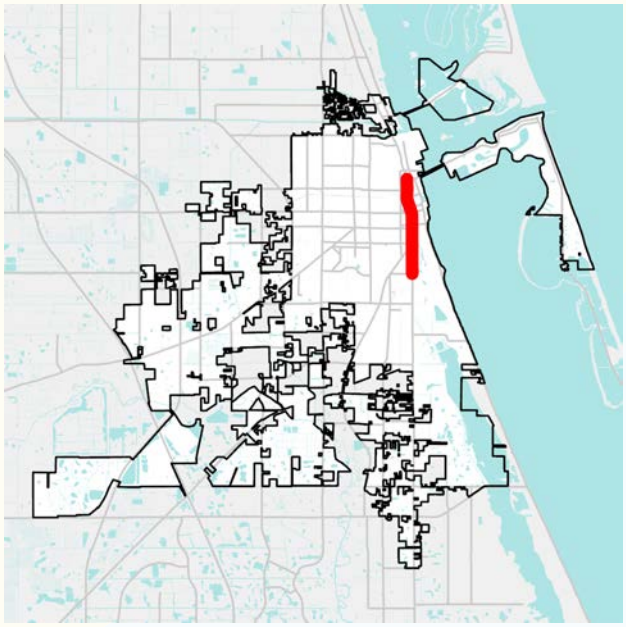
Overall Crash Ranking	**#6**
Total Crashes	432
Serious Crashes	12
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 2: US 1 from Seaway Drive to Ohio Avenue

This segment of US 1 goes through the warehouse district towards a dense residential area. The segment terminates at a busy intersection that offers a variety of shopping including a grocery store and the Indian Hills Golf Course. This segment of roadway has experienced a high frequency of crashes overall, including a fatal crash and nearly ten serious injury crashes.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

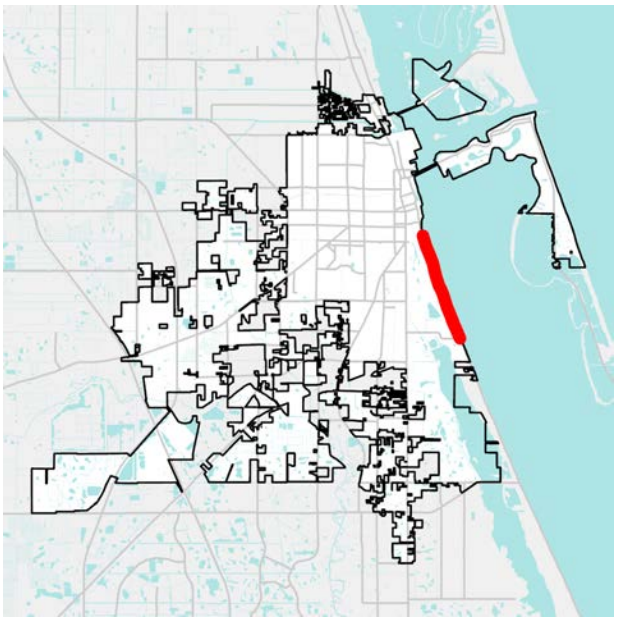
Overall Crash Ranking	**#4**
Total Crashes	766
Serious Crashes	10
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 3: Indian River Drive from Florida Avenue to Savannah Road

This segment of Indian River is a two-lane residential road along the waterfront. Despite being primarily residential, this roadway has experienced multiple fatal crashes along this segment. At community meetings, people shared that people speeding is a regular concern along this road.



TOP 3 CRASH TYPES

- Rear End
- Run-Off-Road/Single Vehicle
- Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Median Barriers
- ✓ Wider Edge Lines
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

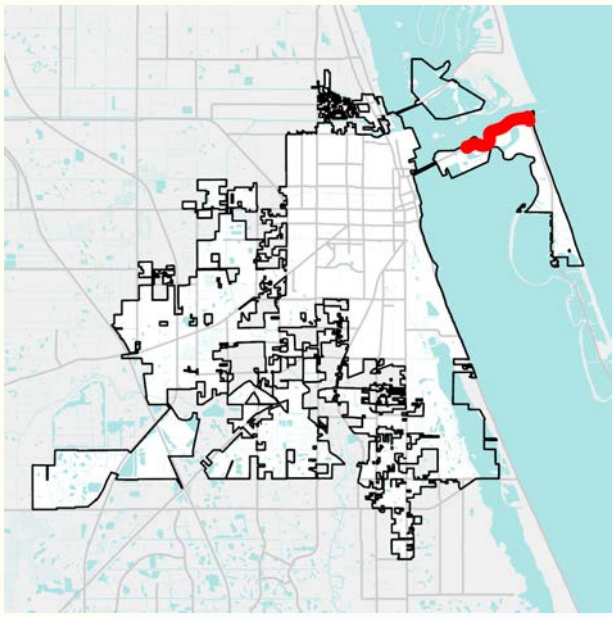
Overall Crash Ranking	**#19**
Total Crashes	40
Serious Crashes	5
Fatal Crashes	4

ROADWAY CONTEXT

Ownership	Interlocal Agreement
Context Classification	Suburban
Vehicle Volume (Cars per day)	Medium (2,000-15,000)
Functional Classification	Arterial

Map ID 4: Seaway Drive from Harbour Isle Drive to South Ocean Drive

This segment of Seaway Dr. is the main access road to the inlet. Access to multiple marinas, condos, hotels and restaurants are along this section of roadway. Vehicles transporting boats, locals in sports cars, and tourists visiting the marinas all travel along this two-lane roadway. This segment of roadway has a high frequency of crashes including a fatal and multiple serious injury crashes.



TOP 3 CRASH TYPES

- » Rear End
- » Run-Off-Road/Single Vehicle
- » Nighttime

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Crosswalk Visibility Enhancements
- ✓ RRFBs
- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Median Barriers
- ✓ Wider Edge Lines
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

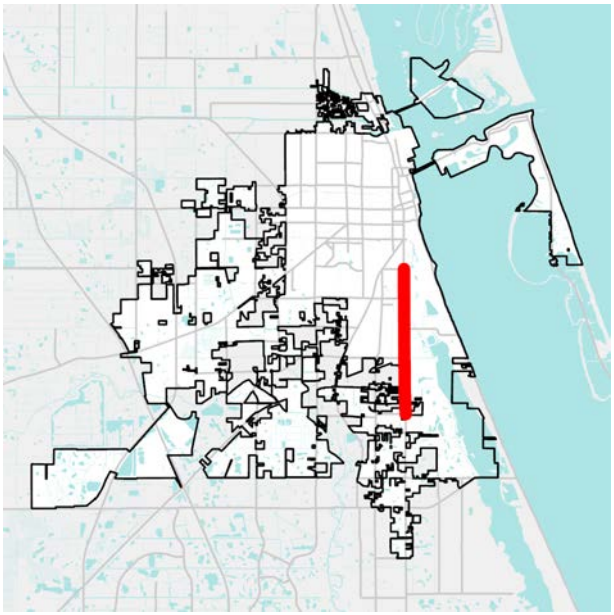
Overall Crash Ranking	**#15**
Total Crashes	149
Serious Crashes	6
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Fort Pierce
Context Classification	Suburban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 5: US 1 from Ohio Avenue to Farmers Market Road

This segment of US 1 is a busy multilane roadway, passing by various businesses, shopping plazas, churches, hotels, and residential neighborhoods. There are many access points along this road from adjacent properties. This segment of roadway carries all types of drivers and various types of vehicles (locals to tourists, large trucks and transport vehicles). The segment of roadway has a history of dangerous and deadly crashes.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

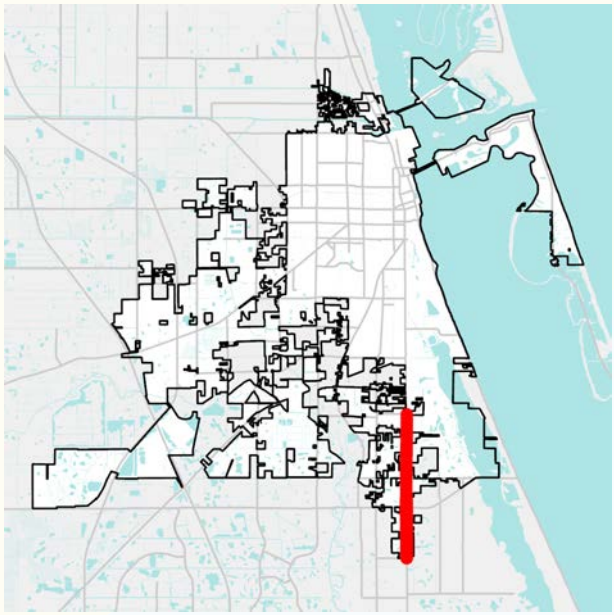
Overall Crash Ranking	**#1**
Total Crashes	1230
Serious Crashes	22
Fatal Crashes	6

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 6: US 1 from Farmers Market Road to Ulrich Road

This section of US 1 leads to the southern edge of the city boundary. Mobile home parks, auto-related businesses, and car dealerships line the road. US-1 carries regional traffic in addition to local traffic. This stretch of US-1 has a history of consistent crashes, particularly fatal and serious injury crashes.



TOP 3 CRASH TYPES

- Left Turn
- Rear End
- Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

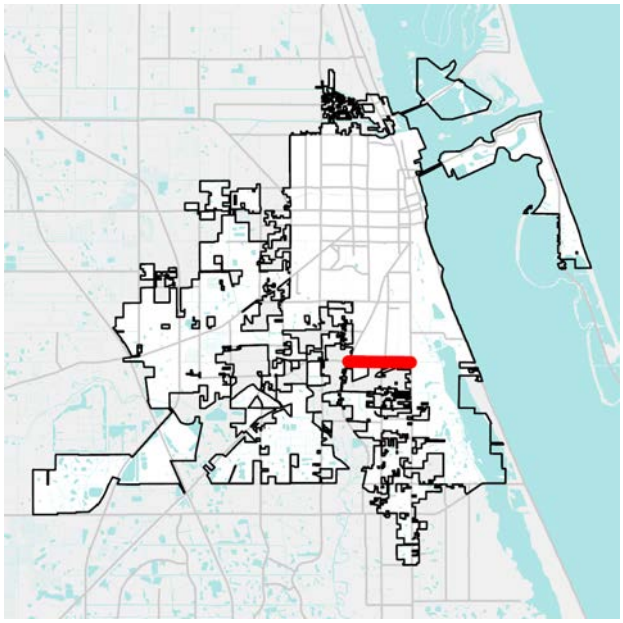
Overall Crash Ranking	**#3**
Total Crashes	627
Serious Crashes	13
Fatal Crashes	5

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Suburban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 7: Edwards Road from Sunrise Boulevard to US-1

This section of Edwards Road connects several residential neighborhoods on the north side and large industrial and municipal properties on the south side. Although mostly residential, this road still experiences a high volume of crashes (particularly along the east end) including multiple fatal and serious injury crashes.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

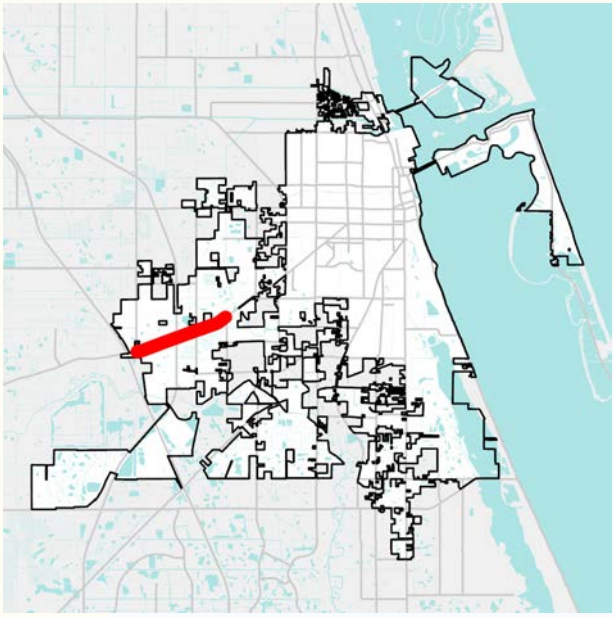
Overall Crash Ranking	**#10**
Total Crashes	293
Serious Crashes	6
Fatal Crashes	2

ROADWAY CONTEXT

Ownership	St. Lucie County
Context Classification	Suburban
Vehicle Volume (Cars per day)	Medium (2,000 – 15,000)
Functional Classification	Arterial

Map ID 8: SR-70 / Okeechobee Road from Kings Highway to McNeil Road

This section of SR-70/Okeechobee Rd. is just east of the FL-Turnpike exit and passes through I-95 interchange. Hotels, restaurants, and truck stops are west of I-95 and residential areas and Walmart are to the east. This segment is a high-traffic volume area. Drivers entering Fort Pierce off the highway are traveling at high speeds and contribute to the high volume of crashes on this segment.



TOP 3 CRASH TYPES

- Left Turn
- Rear End
- Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

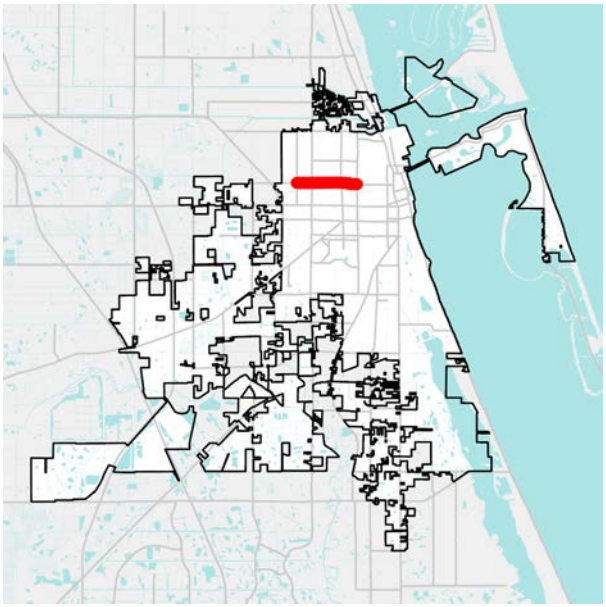
Overall Crash Ranking	**#7**
Total Crashes	824
Serious Crashes	5
Fatal Crashes	2

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Suburban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 9: Avenue D from N 29th Street to N 13th Street

This segment of Avenue D is in the middle of Fort Pierce north of Orange Avenue. Local businesses, daycares, and churches are scattered along this section of primarily single-family home neighborhoods. Due to the nature of the area high-pedestrian activity can be expected and there are many driveway access points.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Right Turn

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

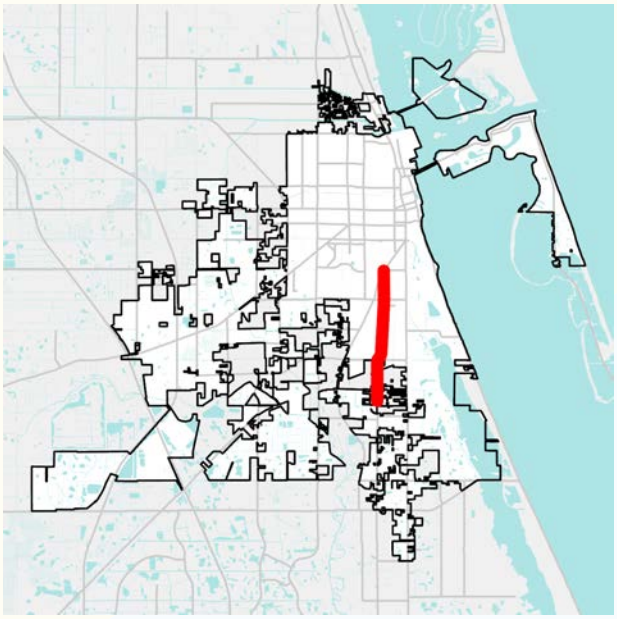
Overall Crash Ranking	**#11**
Total Crashes	210
Serious Crashes	9
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Fort Pierce
Context Classification	Suburban
Vehicle Volume (Cars per day)	Medium (2,000 – 15,000)
Functional Classification	Collector

Map ID 10: Oleander Avenue from Revels Lane to Ohio Avenue

This segment of Oleander Ave. is a two-lane north-south corridor in Fort Pierce. Dense residential communities are at the northern end. Industrial areas and less dense residential areas are on the southern end of the segment Although most of the crashes on this segment are on the north end, fatal crashes have occurred along this entire segment.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

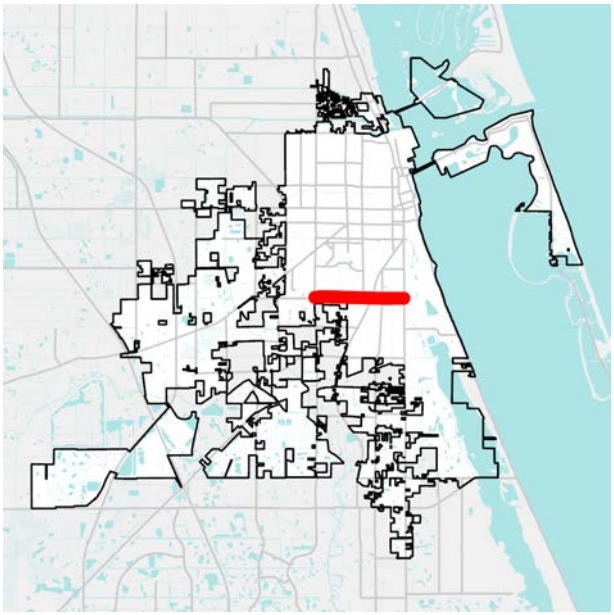
Overall Crash Ranking	**#8**
Total Crashes	319
Serious Crashes	8
Fatal Crashes	3

ROADWAY CONTEXT

Ownership	St. Lucie County
Context Classification	Urban
Vehicle Volume (Cars per day)	Medium (2,000 – 15,000)
Functional Classification	Arterial

Map ID 11: SR-70 / Virginia Avenue from S 25th Street to US-1

Virginia Avenue is a major east-west route through Fort Pierce. Virginia Avenue is adjacent to Indian River State College, the Fenn Center, the Lawnwood Baseball Complex, and St. Lucie Elementary School. Virginia Avenue is primarily commercial in land use context. Countermeasures along Virginia Avenue are focused on slowing drivers down, safety improvements at intersections, and sightline improvements.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

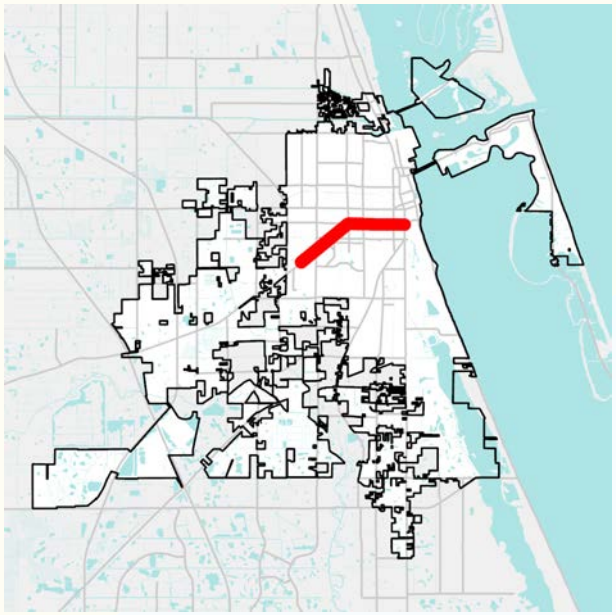
Overall Crash Ranking	**#5**
Total Crashes	717
Serious Crashes	9
Fatal Crashes	3

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 12: Okeechobee Road/Delaware Road from S 29th Street to US-1

Okeechobee Road and Delaware Avenue are major east-west corridors connecting I-95 and Florida's Turnpike to the heart of Fort Pierce. This segment of Okeechobee Road and Delaware Avenue transition from a commercial context to a residential context, passing by the Creative Arts Academy of St. Lucie. Countermeasures on this segment focus on slowing drivers down and safety improvements at intersections.



TOP 3 CRASH TYPES

- » Angle
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

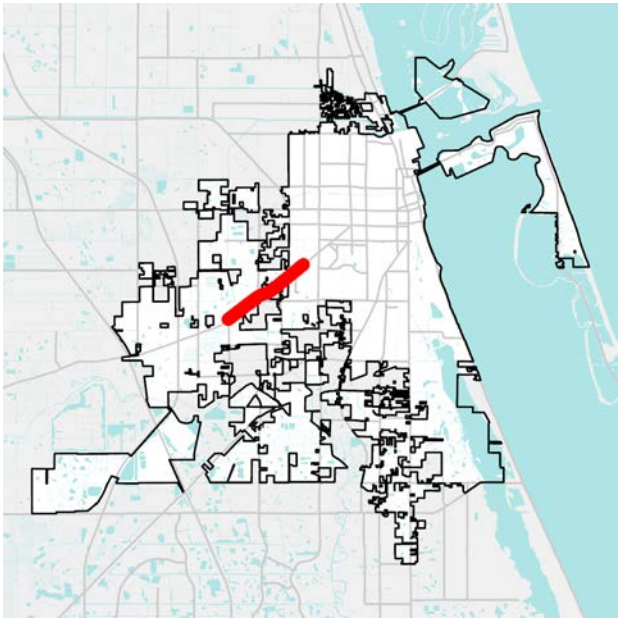
Overall Crash Ranking	**#16**
Total Crashes	647
Serious Crashes	6
Fatal Crashes	0

ROADWAY CONTEXT

Ownership	Interlocal Agreement (St. Lucie County and Fort Pierce)
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 13: SR-70 / Okeechobee Road from McNeil Road to S 29th Street

Okeechobee Road is a major east-west corridor, running cross-state from Bradenton to Fort Pierce. Okeechobee Road is directly connected to I-95 and Florida's Turnpike. Countermeasures along this segment of Okeechobee Road are focused on slowing drivers down, driveway access management, and safety improvements at intersections.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

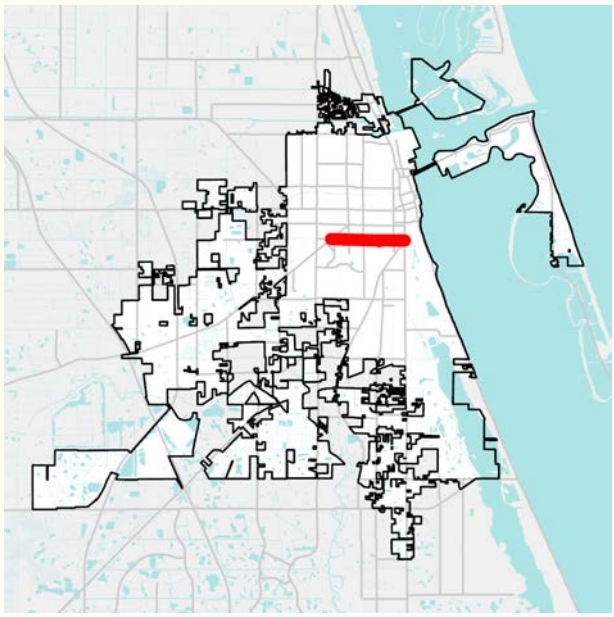
Overall Crash Ranking	**#13**
Total Crashes	429
Serious Crashes	4
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	FDOT/Interlocal Agreement (Fort Pierce and St. Lucie County)
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 14: Georgia Avenue from Okeechobee Road to US-1

Georgia Avenue is an important east-west corridor through Fort Pierce. Georgia Avenue is primarily residential in context. This segment of Georgia Avenue is near the Fort Pierce Recreation Center and the Garden Club of Fort Pierce. Proposed countermeasures along this segment of Georgia Avenue are focused on slowing people down, improving roadway conditions, regulating driveway access, and safety improvements at intersections.



TOP 3 CRASH TYPES

- » Angle
- » Rear End
- » Run-Off-Road/Single Vehicle

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Wider Edge Lines
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

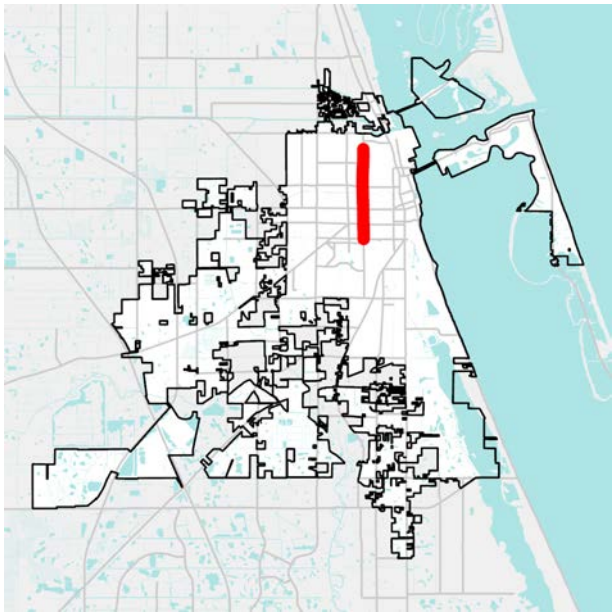
Overall Crash Ranking	**#17**
Total Crashes	212
Serious Crashes	4
Fatal Crashes	2

ROADWAY CONTEXT

Ownership	Fort Pierce
Context Classification	Urban
Vehicle Volume (Cars per day)	Medium (2,000 – 15,000)
Functional Classification	Collector

Map ID 15: 13th Street from Avenue M to Georgia Avenue

13th Street is an important north-south road through Fort Pierce. This portion of 13th Street intersects important east-west corridors such as Avenue D, Orange Avenue, Delaware Avenue and Georgia Avenue. This segment also passes by Horatio Grisby Park. Proposed countermeasures along this segment of 13th Street are focused on slowing people down, safety improvements at intersections, and regulating driveway access.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

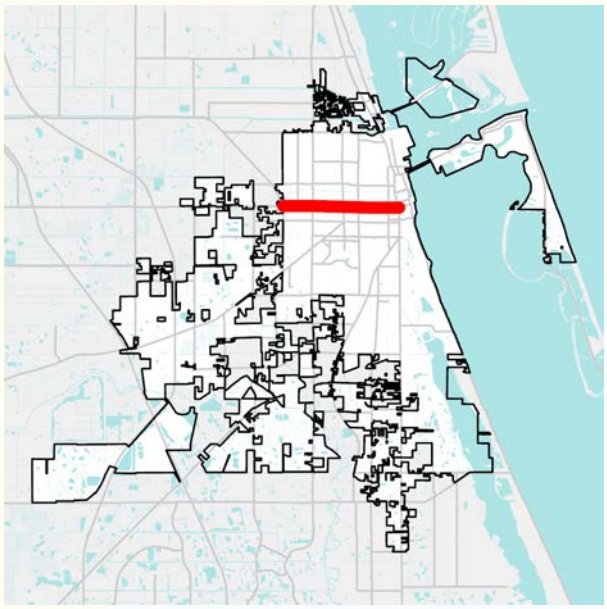
Overall Crash Ranking	**#15**
Total Crashes	255
Serious Crashes	9
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Fort Pierce
Context Classification	Urban
Vehicle Volume (Cars per day)	Medium (2,000 – 15,000)
Functional Classification	Collector

Map ID 16: Orange Avenue from Angle Road to US-1

Orange Avenue is a major east-west route in Fort Pierce. Orange Avenue directly connects to I-95 and connects to Downtown Fort Pierce. This segment of Orange Avenue is primarily commercial in context. The proposed countermeasures for this segment of Orange Avenue are focused on slowing people down, safety improvements at intersections, and regulating driveway access.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

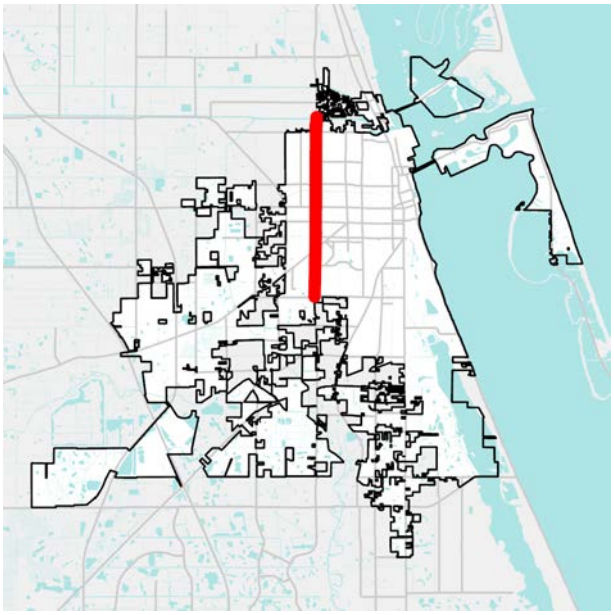
Overall Crash Ranking	**#14**
Total Crashes	832
Serious Crashes	7
Fatal Crashes	0

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Urban
Vehicle Volume (Cars per day)	High (>15,000)
Functional Classification	Arterial

Map ID 17: 25th Street from Rosarita Avenue to Virginia Avenue

25th Street is a major route in Fort Pierce, connecting northern St. Lucie County and western Fort Pierce to Port St. Lucie. This segment of 25th Street has a combination of commercial and residential properties and passes by Av Elks Park and Dreamland Park. Proposed countermeasures are focused on slowing drivers down, safety improvements at intersections, and regulating driveway access.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

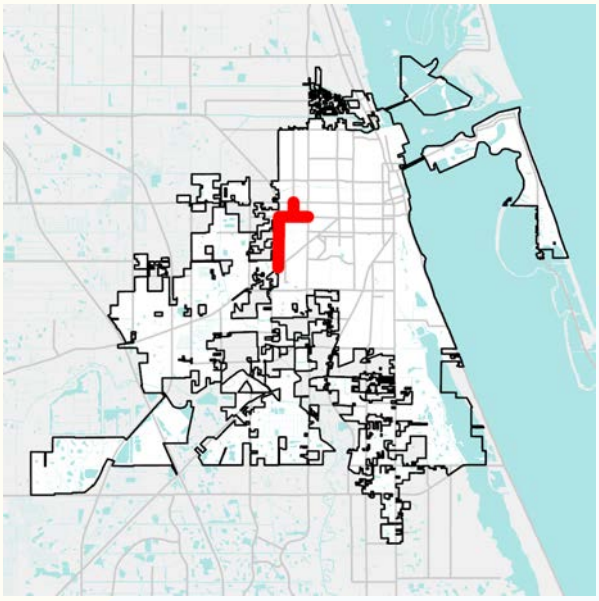
Overall Crash Ranking	**#2**
Total Crashes	1139
Serious Crashes	16
Fatal Crashes	6

ROADWAY CONTEXT

Ownership	St. Lucie County
Context Classification	Urban
Vehicle Volume (Cars per day)	High (>15,000)
Functional Classification	Arterial

Map ID 18: S 33rd Street / Delaware Avenue from Okeechobee Road to S 25th Street

South 33rd Street, South 29th Street, and Delaware Avenue are streets that connect neighborhoods in western Fort Pierce. The highlighted segments are near Av Elks Park and Dreamland Park. Additionally, there are several nearby churches. Proposed countermeasures along these segments are focused on slowing drivers down and safety improvements at intersections.



TOP 3 CRASH TYPES

- Angle
- Left Turn
- Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

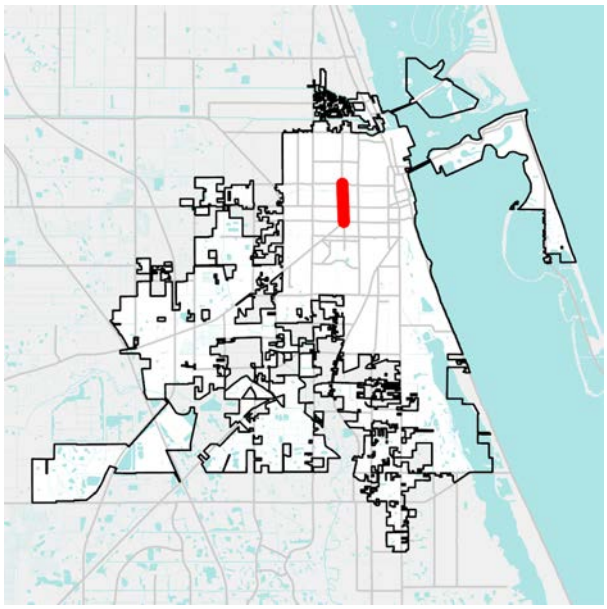
Overall Crash Ranking	**#12**
Total Crashes	254
Serious Crashes	6
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Interlocal Agreement (St. Lucie County and Fort Pierce)
Context Classification	Suburban
Vehicle Volume (Cars per day)	Medium (2,000 - 15,000)
Functional Classification	Collector

Map ID 19: 17th Street from Avenue D to Delaware Avenue

17th Street is an important alternative north-south road through Fort Pierce. This portion of 17th Street intersects important east-west corridors such as Avenue D, Orange Avenue, and Delaware Avenue and Okeechobee Road. Proposed countermeasures along this segment of 17th Street are focused on safety improvements at intersections, improving roadway conditions, and regulating driveway access.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

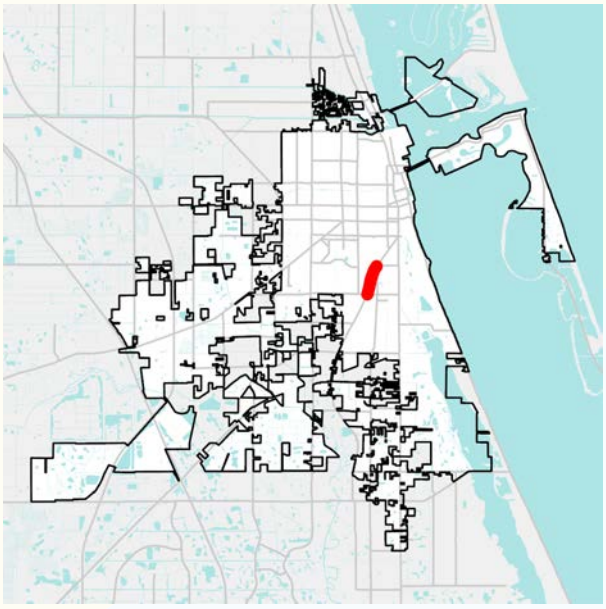
Overall Crash Ranking	**#18**
Total Crashes	171
Serious Crashes	5
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Fort Pierce
Context Classification	Urban
Vehicle Volume (Cars per day)	Medium (2,000 - 15,000)
Functional Classification	Local

Map ID 20: Sunrise Boulevard from Virginia Avenue to Ohio Avenue

Sunrise Boulevard is an important alternate route to US 1 through Fort Pierce, connecting White City to the southern portion of Fort Pierce's core. This segment of Sunrise Boulevard is near St. Lucie Elementary School and Dan McCarty Middle School. This segment is primarily residential in context. Proposed countermeasures are focused on slowing people down on this segment of Sunrise Boulevard.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

Overall Crash Ranking	**#20**
Total Crashes	129
Serious Crashes	3
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Interlocal Agreement (Fort Pierce and St. Lucie County)
Context Classification	Urban
Vehicle Volume (Cars per day)	Medium (2,000 - 15,000)
Functional Classification	Collector

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APPENDIX B



APPENDIX B: COMMUNITY INPUT SUMMARY

Community engagement has been central to shaping this plan, combining residents' lived experiences with data-driven analysis to ensure it reflects the true needs and priorities of the City of Fort Pierce. Throughout the process, community members were invited to learn about the project, ask questions, and share their input during the Public Kickoff and three Neighborhood Meetings. In addition, residents had the chance to provide feedback through an Online Survey available from late September 2024 to late January 2025. The Public Open House offered another key opportunity for engagement, allowing attendees to review the Draft Plan, understand the next steps toward adoption, and give input on the proposed recommendations before the plan was finalized.

Public Kickoff Meeting - Wednesday, October 16th, 2024, 5:30pm - 7:00pm at the River Walk Center.

Attended: 5

Neighborhood Meeting #1 - Thursday, December 5th, 2024, 5:30pm - 7:00pm at the Fort Pierce Recreation Center.

Attended: 4

Neighborhood Meeting #2 - Tuesday, December 10th, 2024, 5:30pm - 7:00pm at the Havert L. Fenn Center

Attended: 20

Neighborhood Meeting #3 - Thursday, December 12th, 2024, 5:30pm - 7:00pm at the Fort Pierce Garden Club.

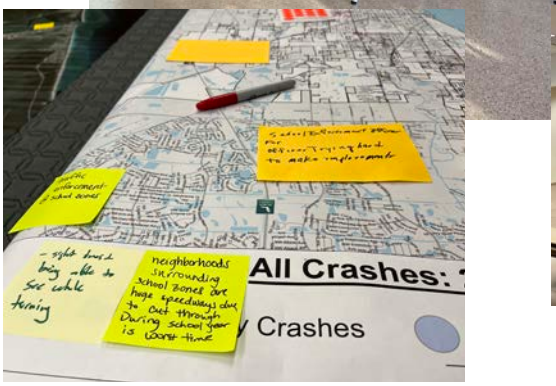
Attended: 7

Public Open House - Tuesday, April 29th, 2025, 5:30pm - 7:00pm at the River Walk Center.

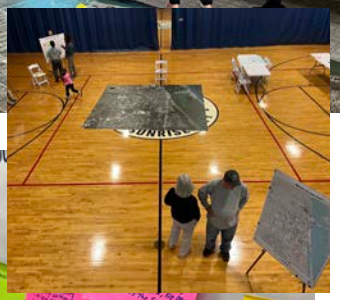
Attended: 7













What We Heard From the Community

Lack of Bike & Pedestrian Infrastructure

- Lack of sidewalks & bike lanes
- Poor sidewalk quality - narrow & overgrown landscape
- Crosswalks & lanes need to be repainted
- Need more directional signs
- Lack of roadway signage (stop signs, school zone, speed limit)
- Lack of street lighting
- No designated space for pedestrians & bicyclists

Prioritizing the Youth & Elderly

- More city-led programs for youth
- Safe walking and biking infrastructure for youth & elderly

Speeding

- Speeding in school zones
- Speeding through neighborhoods to bypass traffic and school zones
- Speeding along the beach
- Consistent speeding throughout all times of the day
- Lack of enforcement

Road Design

- Congestion around school zones during pick-up/drop-off time
- Signal timing too slow - causing congestion and delays

Enforcement

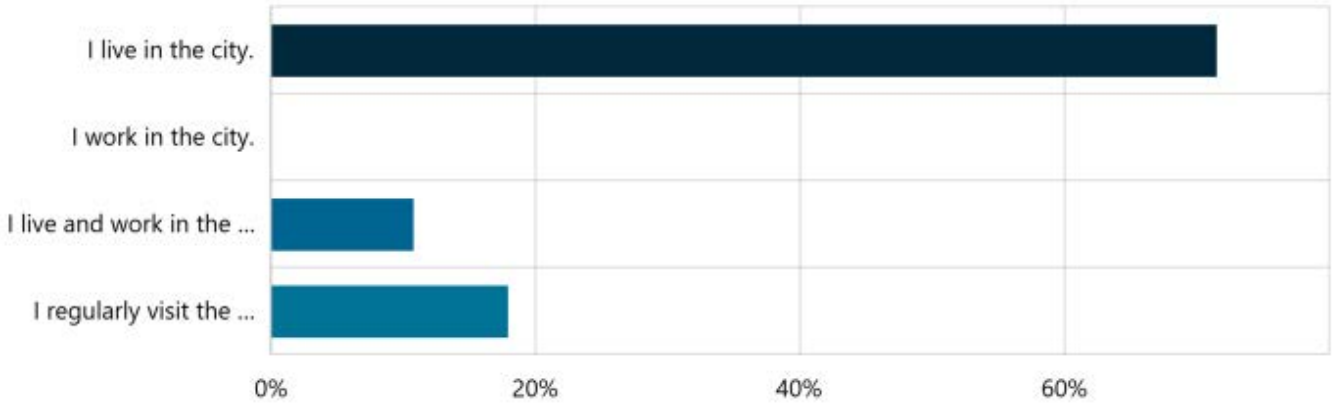
- Need more police presence in the community
- Targeted enforcement on roads with high-speed & high-volume of traffic
- Targeted enforcement in school zones
- Community needs to feel the support of City Staff and Leaders

Online Survey

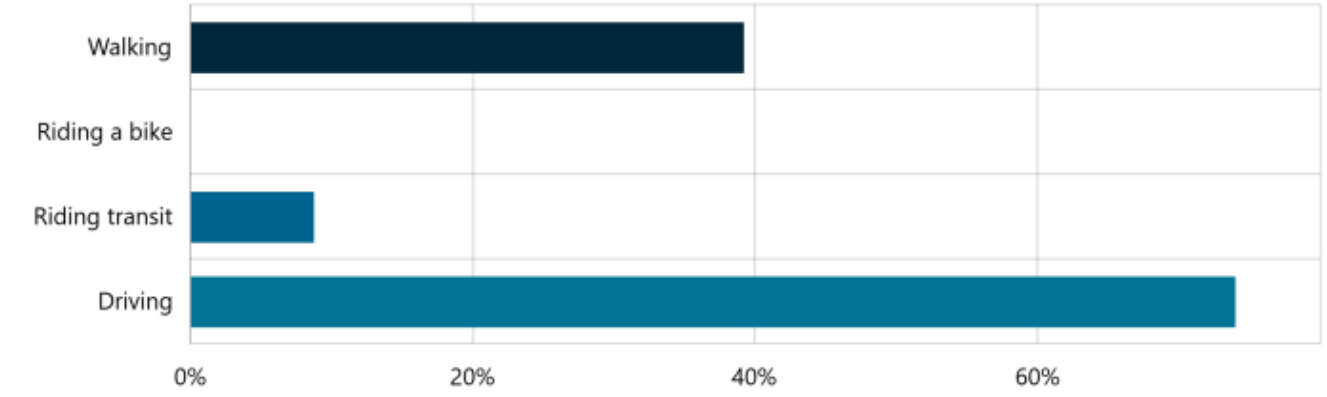
The Online Survey was available from late September 2024 to late January 2025. Participants answered a series of questions regarding transportation safey to identify the needs and priorities of the City of Fort Pierce. Questions were framed to not only gain insight on the day-to-day experience of the community, but also to understand the perception of traffic safety in the City. In addition to the guided questions, participants also had the option to engage with other users and leave comments on specifc locations using an interactive map.

Below are the results of the survey, with summaries of the short answer responses.

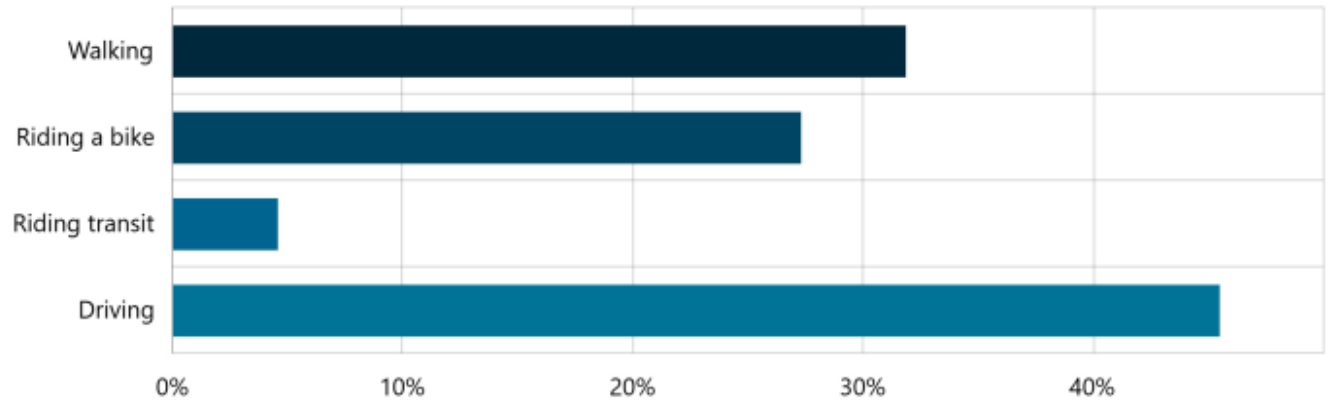
1. What is your connection to the City of Fort Pierce? Required
Multi Choice | Skipped: 1 | Answered: 28 (96.6%)



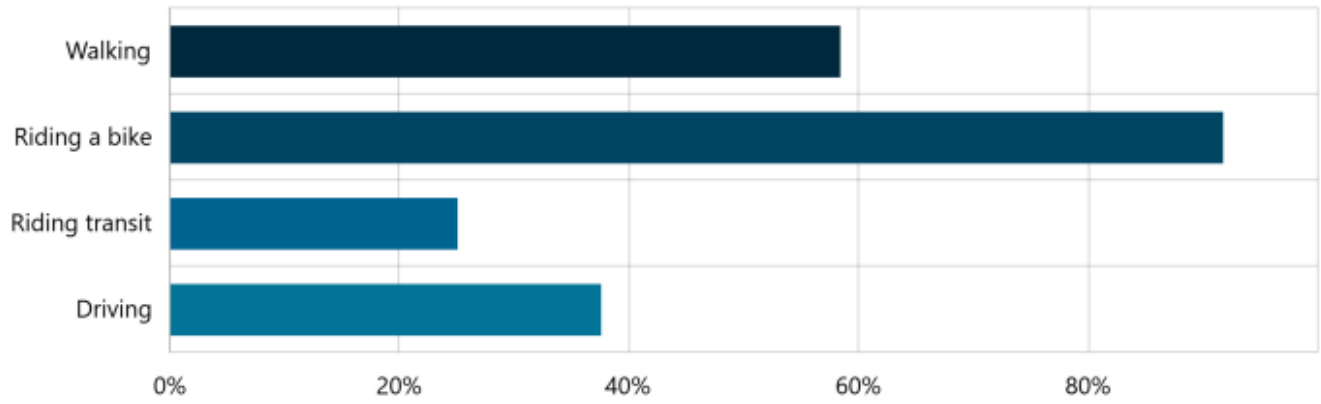
2. I feel safe using this mode of travel.
Multi Choice | Skipped: 6 | Answered: 23 (79.3%)



3. I occasionally feel safe using this mode of travel.
Multi Choice | Skipped: 7 | Answered: 22 (75.9%)



4. I do not feel safe using this mode of travel.
Multi Choice | Skipped: 5 | Answered: 24 (82.8%)



5. Are there specific roads that feel unsafe in the City of Fort Pierce?
Short Text | Skipped: 4 | Answered: 25 (86.2%)

Sentiment

No sentiment data

Tags

No tag data

Featured Contributions

No featured contributions

Question 5 Short Answer Summary- Most Named Roads

US-1
- High-speed traffic and aggressive driving
- Frequent red-light running
- Dangerous U-turns at major intersections
- High traffic volume and congestion
- Lack of enforcement

25th St.
- Speeding - especially in the early morning and afternoon
- Unsafe intersections at Midway and US-1

Virgina Ave.
- Poor traffic control at intersections
- Red-light running

S. Indian River Dr.
- Speeding
- Aggressive/reckless driving

Jenkins Rd.
- Dangerous conditions for bicyclists and pedestrians

Indrio Rd.
(West of US-1 to Kings Hwy)
- Dangerous conditions for bicyclists and pedestrians

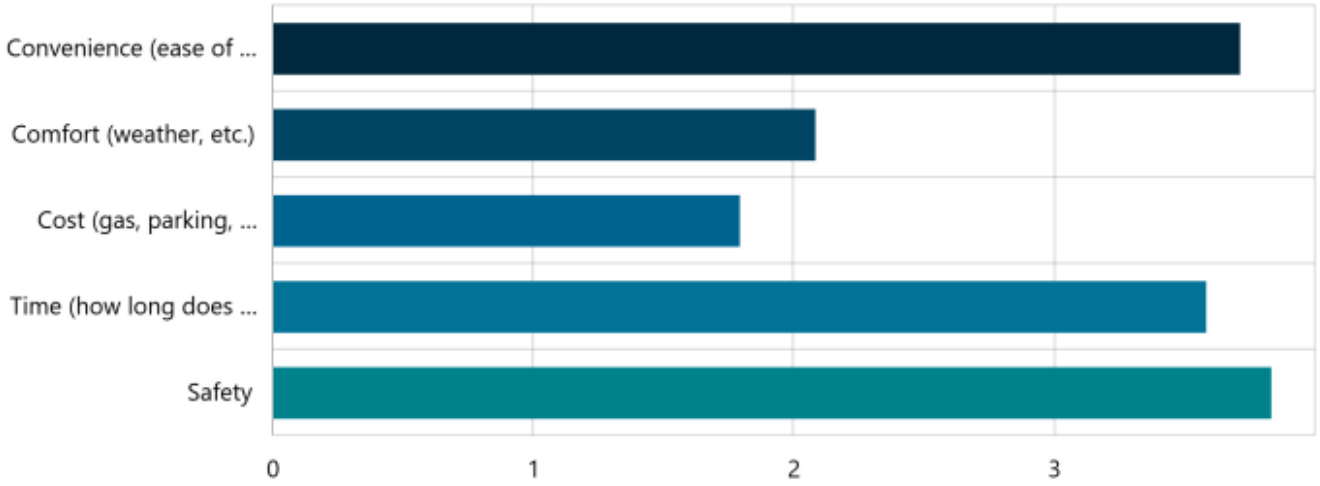
St. Lucie Blvd
- Poor pedestrian infrastructure

Seaway Dr.
- Speeding
- Unsafe merging

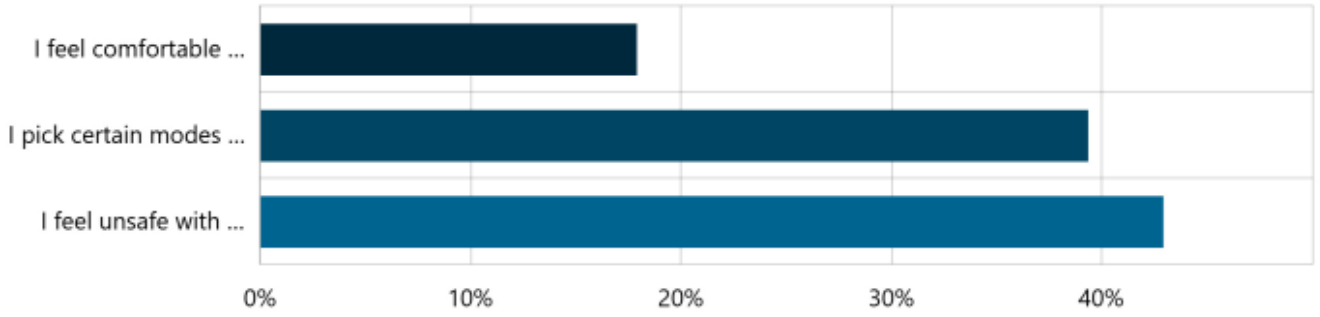
Oleander Ave.
- General unsafe driving on this roadway

Okeechobee Rd.
- General unsafe driving
- Lack of enforcement

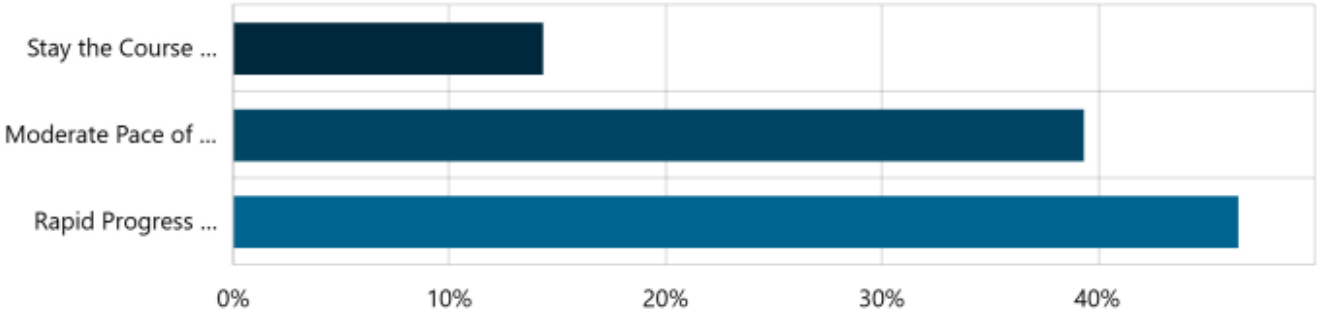
6. What factors influence your travel choices?
Ranking | Skipped: 5 | Answered: 24 (82.8%)



7. How do you perceive transportation safety in the City of Fort Pierce?
Multi Choice | Skipped: 1 | Answered: 28 (96.6%)

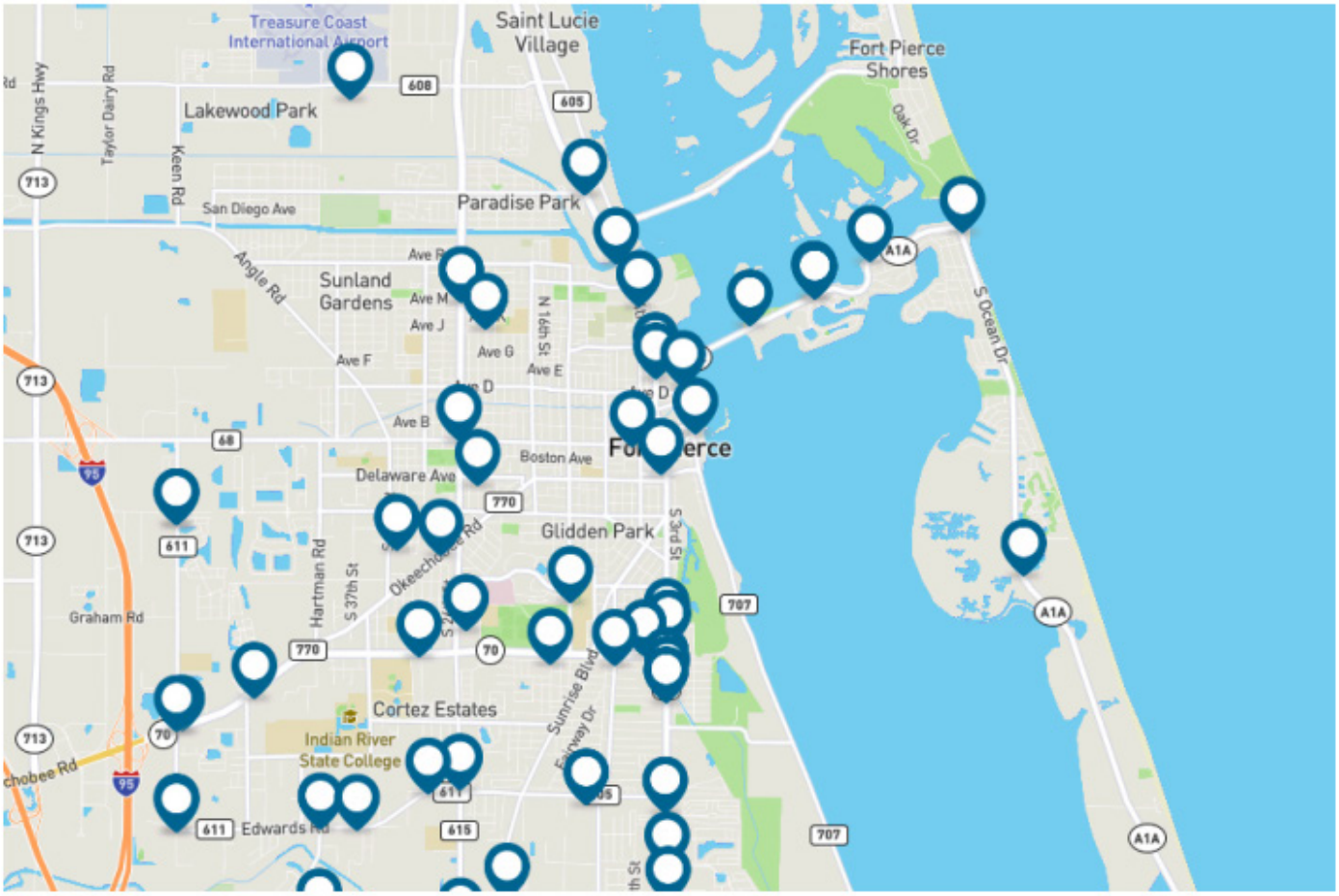


8. Please pick the scenario you support the most.
Multi Choice | Skipped: 1 | Answered: 28 (96.6%)



9. Where would you like to see safety improvements made? Required

Map | Skipped: 7 | Answered: 22 (75.9%)



Question 9: Map Comments Summary - Top Safety Themes

Excessive Speeding

- 50+ speeds in 30 - 35 mph zones
- Dirt bikes & ATV racing on main roads
- Excessive speeding, particularly on US-1, Edwards Rd, Jenkins Rd, and Indrio Rd.

Reckless Driving

- Aggressive drivers cutting into lines
- Red-light running
- Regular hit-and-runs

Unsafe Intersections

- U-turns conflicts with right-turning drivers
- Left-turn lanes too short - cause congestion and conflict
- Mentioned high-risk intersections: Virginia Ave & US-1, Okeechobee Rd & 27th St, and Avenue M

Lack of Bike & Pedestrian Infrastructure

- Lack of crosswalks - lots of jaywalking along US-1
- Lacking safe bike lanes and designated bikeways
- Most mentioned roads for unsafe walking and biking conditions: St. Lucie Blvd, Jenkins Rd, Indrio Rd.

Poor Road Maintenance

- Road striping needs to be repainted in many areas
- Potholes and bumpy, unpaved roads
- Shoulders and road edges damaged from truck use
- Roads near annexed industrial areas are neglected

Inadequate Transportation Planning

- Congestion and high-traffic around schools and churches during pick-up and drop-off times
- Traffic congestion around new developmemts (especially along Midway and US-1)
- Shopping centers lacking multiple entry/exit access points

Lack of Enforcement

- Targeted enforcement for speeding, reckless driving, driving under the influence, and public intoxication
- Lack of visible police presence in key areas
- Targeted enforcement at schools and in school zones

Safety Near Schools

- Lack of school zone signage
- Poorly marked school zones
- Dangerous and lacking pedestrian crossings for students

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APPENDIX C



APPENDIX C: SAFETY ASSESSMENT



FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

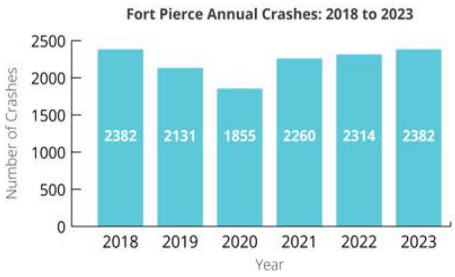
Traffic crashes are a persistent trend in Fort Pierce.

The goal of the CSAP is to reduce transportation related crashes, particularly those that result in serious injuries and deaths.

Over the past six years, there have been an average of six crashes per day.

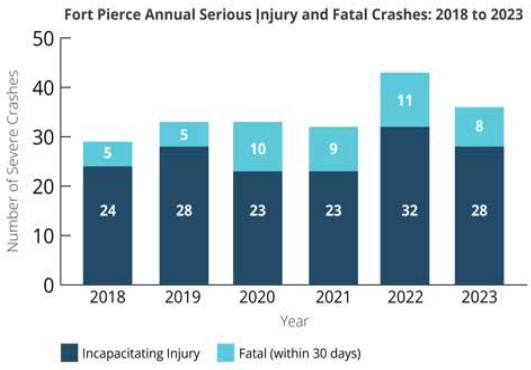
Over the same time frame, there was an average of 3.6 serious injury and fatal crashes every month.

By any type of crash severity, crashes are a persistent and regular part of daily live in Fort Pierce.



6

Average number of crashes per day over past six years.



3.6

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

Severe and fatal crashes cost lives and money.

A safe system approach acknowledges that people will inevitably make mistakes.

Since we cannot prevent all crashes, the greatest focus is on lessening the severity of crashes.

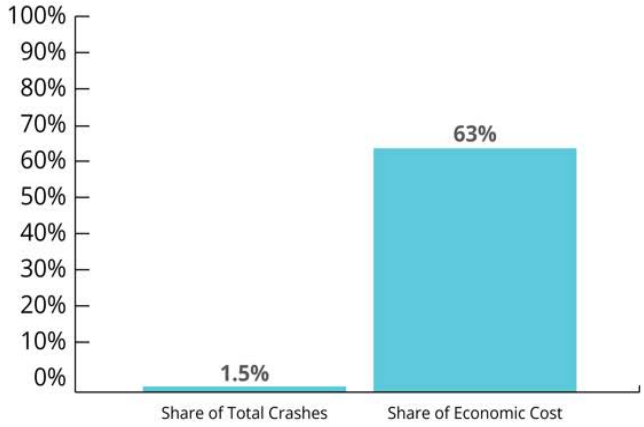
Vehicles can be repaired or replaced. People that lose their lives can not. Additionally, those experiencing severe injuries are not able to return to normal life, resulting in loss of ability to work and care for themselves.

These types of crashes have individual costs, as well as community costs.

In Fort Pierce, serious injury and fatal crashes account for 1.5% of all crashes but 63% of the economic cost of all crashes.

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

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



$888 Million

Economic cost of serious injury and fatal crashes over past six years

$148 Million

Average annual economic cost of serious injury and fatal crashes over past six years

FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

Fort Pierce has a higher rate of crashes than the county and the state.

Fort Pierce's Serious injury and fatal crash rate is 8% higher than the state and 40% higher than St. Lucie County.

For all crashes, Fort Pierce's crash rate is 64% higher than the state and 71% higher than St. Lucie County.

Crashes are occurring more frequently in Fort Pierce. If you live, work, or visit Fort Pierce, your chance of being involved in a crash is significantly higher than the rest of the state or county.

Crashes Per 100K	Florida	St. Lucie County	Fort Pierce
Total Serious Injury and Fatal Crashes per 100k	84	65	91
Total Crashes per 100k	3,205	3,082	5,257

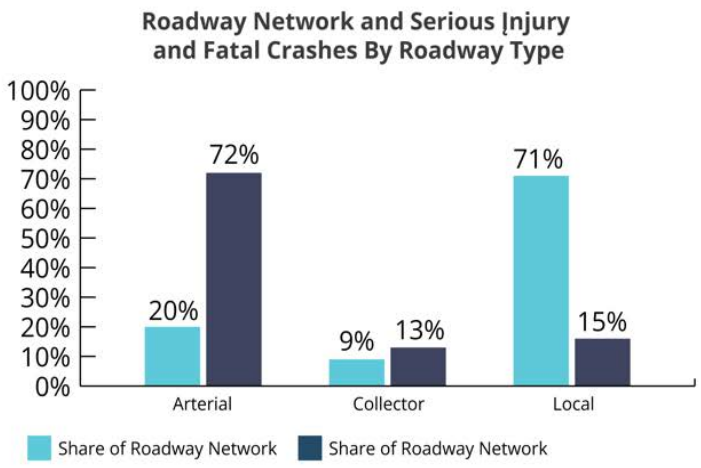
The type of road significantly influences the severity of crashes.

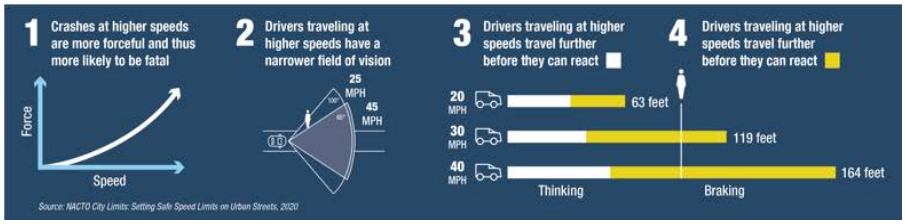
Traveling on streets with higher speed limits is more likely to result in serious injury or death. This is the result of more force from a vehicle, drivers having narrower fields of vision at higher speeds, and drivers traveling further before being able to slow or stop.

The safety data for Fort Pierce illustrates the increase in severity as vehicle speeds increase.

72% of serious injury and fatal crashes in Fort Pierce occur on arterial roads. These are major roads like US 1 and Orange Avenue. Arterial roads represent 20% of the total roadway network.

89% of serious injury and fatal crashes occur on arterial and collect roads, which represent 29% of the roadway network in Fort Pierce.





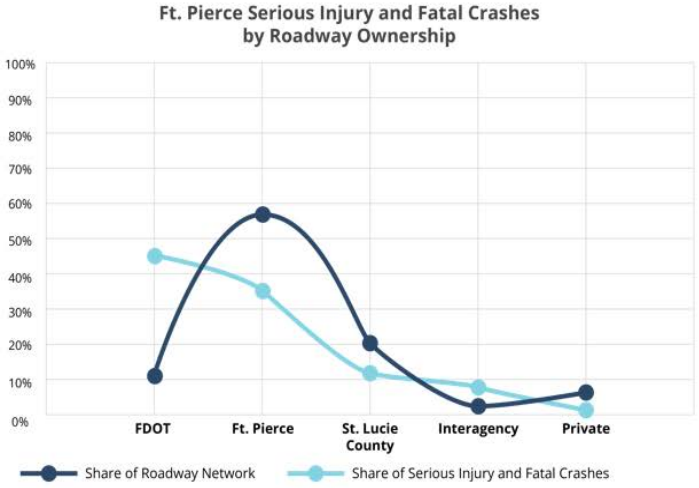
FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

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

Only 36% of the serious injury and fatal crashes occur on roads owned by the City of Fort Pierce.

46% of the serious injury and fatal crashes occur on FDOT roadways and 12% occur on St. Lucie County roadways.

Coordination with the state and county to coordinate safety projects to reduce and eliminate the most severe crashes within Fort Pierce.



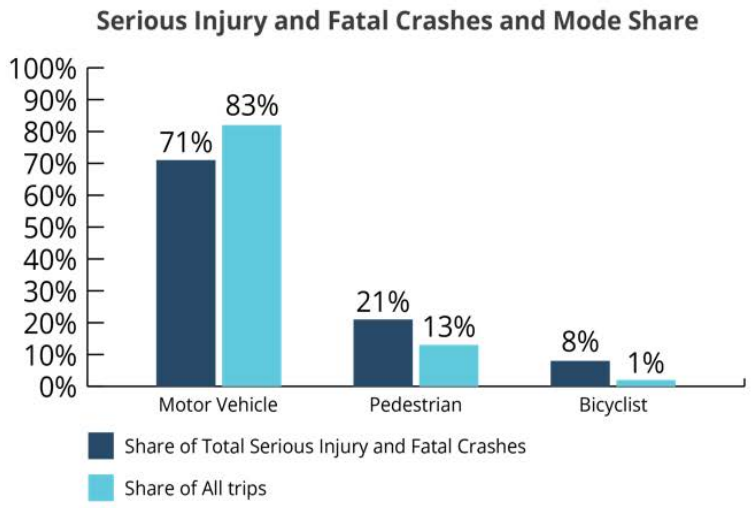
How you choose to travel impacts your safety risk.

The chart highlights two facts.

The majority of serious injury and fatal crashes are the result of people driving crashing into other people driving.

Additionally, people walking and biking are disproportionately involved in serious injury and fatal crashes. The pedestrian share of all serious injury and fatal crashes is 63% higher than their share of all trips. For bicyclists, it is 666%.

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



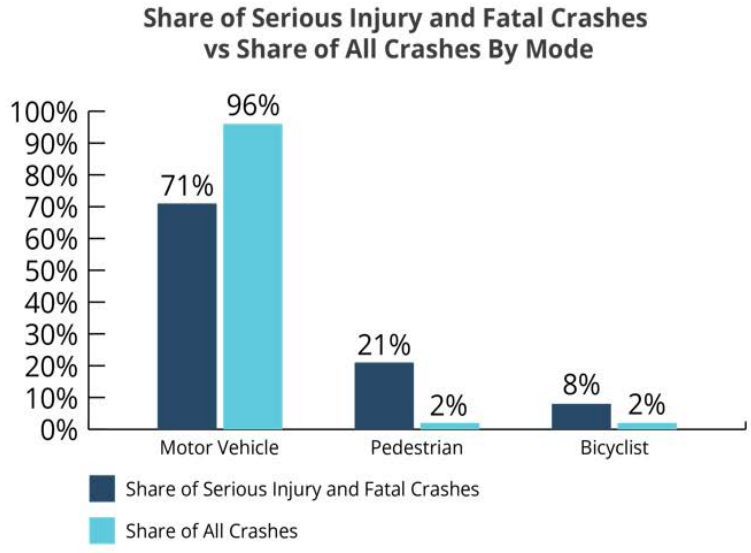
FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

People walking and biking are involved in a disproportionate number of the most severe crashes.

The rate of pedestrian serious injury and fatal crashes is 999% higher than the rate of all crashes for pedestrians.

For the same measure for bicyclists, the difference is 375% higher.

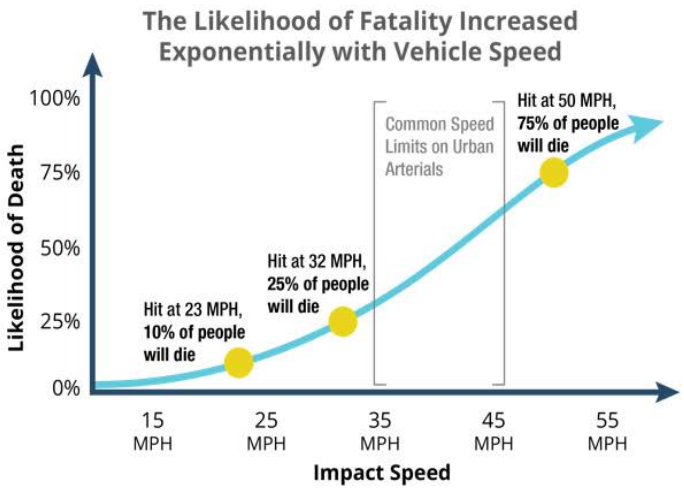
When someone walking or biking is involved in a crash in Fort Pierce, they are far more likely to be seriously injured or killed.



Vehicle Speeds Influence Likelihood of Dying in a Crash

National research highlights the fact that as vehicle speeds increase, so does the chance of people involved dying.

- At 23 MPH, 10% of people involved a crash will die.
- At 32 MPH, 25% of people involved in a crash will die.
- At 50 MPH, 75% of people involved in a crash will die.



Source: NACTO City Limits

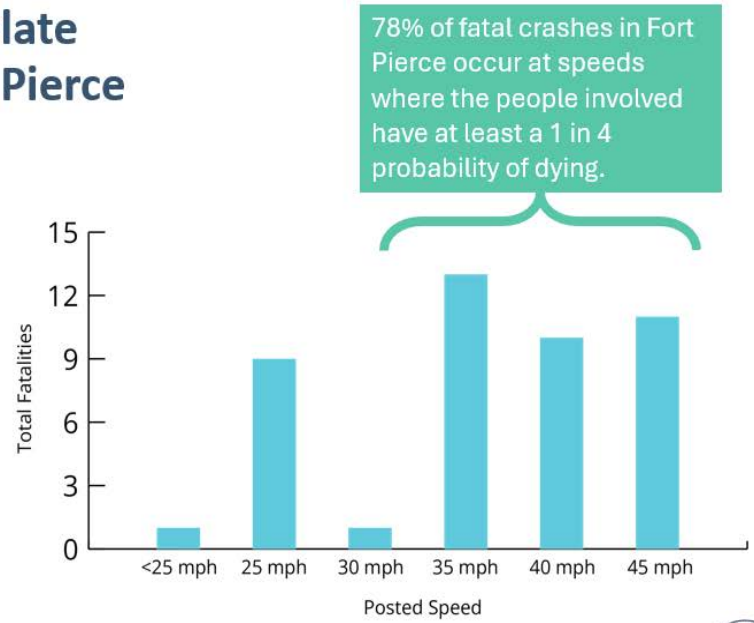
FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

Higher posted speeds correlate with more fatalities in Fort Pierce

78% of fatal crashes in Fort Piece occur on streets with a posted speed of 30 MPH or more.

Along roadways with higher posted speed limits, it is not the posted speed but how the roadway is designed that is contributing to the higher speeds. Major roads with higher posted speeds often have wider roadways, wider lanes, and longer distances between traffic signals. These factors give visual cues for drivers to go faster.

While changing the posted speed has shown to lower vehicle speeds, ultimately changing the design of the roadway is the primary strategy to change driver behavior and reduce the severity of crashes.



The most severe crashes occur in the late afternoon and evening.

Serious injury and fatal crashes occur at all hours of the day.

- 59% occur during daylight hours from 7am to 7pm.
- 37% of crashes occur between 8pm and midnight

While most crashes are occurring during daylight hours, there is an evening trend for severe crashes that needs to be addressed.

Additionally, there is no day of the week that stands out for serious injury and fatal crashes. Thursday, Saturday, and Sunday have the highest number of serious injury and fatal crashes by day of the week.



Day / Time	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Sunday	0	2	1	1	0	0	1	0	0	0	1	1	1	2	2	1	1	6	6	1	6	0	1	2	36
Monday	0	0	1	0	0	1	0	2	1	1	0	1	1	3	0	1	3	1	2	1	3	0	1	0	23
Tuesday	0	0	0	0	1	1	1	0	0	0	0	0	1	0	2	0	3	1	1	3	1	2	2	0	19
Wednesday	0	1	2	0	0	0	0	0	0	1	0	0	3	0	0	1	1	3	3	2	3	2	0	2	24
Thursday	0	0	1	0	1	1	2	0	2	1	1	2	3	0	1	0	1	2	5	7	2	2	1	1	36
Friday	1	1	1	1	0	1	0	0	0	0	1	0	1	1	1	2	0	0	6	2	5	1	4	4	33
Saturday	1	2	0	0	0	0	0	0	1	0	0	2	2	1	2	1	4	2	2	2	3	7	2	1	35
Total	*2*	*6*	*6*	*2*	*2*	*4*	*4*	*2*	*4*	*3*	*3*	*6*	*12*	*7*	*8*	*6*	*13*	*15*	*25*	*18*	*23*	*14*	*11*	*10*	*206*

FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

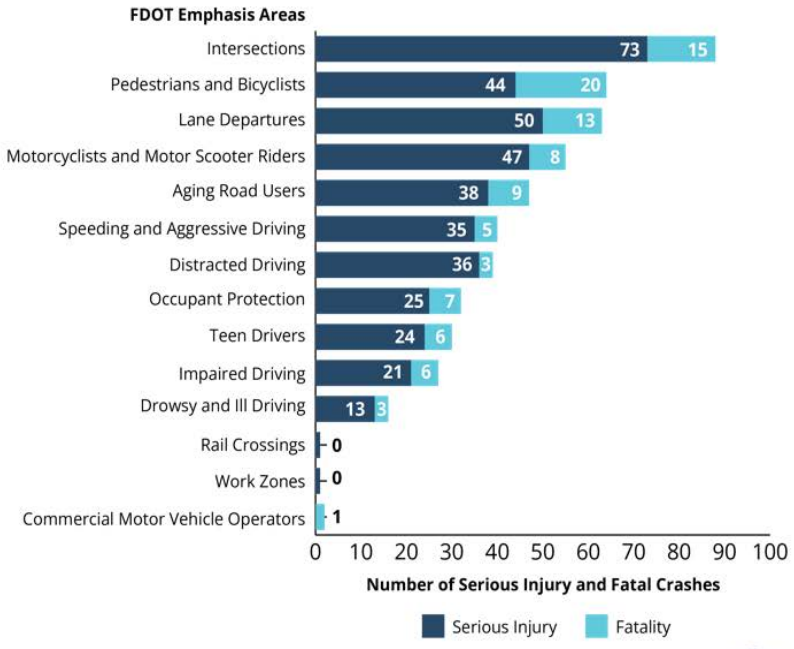
Fatal and serious injury crashes are rarely influenced by a single factor.

There are a variety of factors that influence why crashes occur. Transportation crash data includes a variety of environmental (e.g. at intersections) and human (e.g. under the influence of drugs or alcohol) factors that contribute to crashes.

The Florida Department of Transportation (FDOT) has identified 14 emphasis areas as the primary focus for Florida's traffic safety improvements.

In Fort Pierce, the top 5 emphasis areas for serious injury and fatal crashes are:

- Intersections
- Pedestrians and Bicyclists
- Lane Departures
- Motorcyclists and Motor Scooter Riders
- Speeding and Aggressive Driving



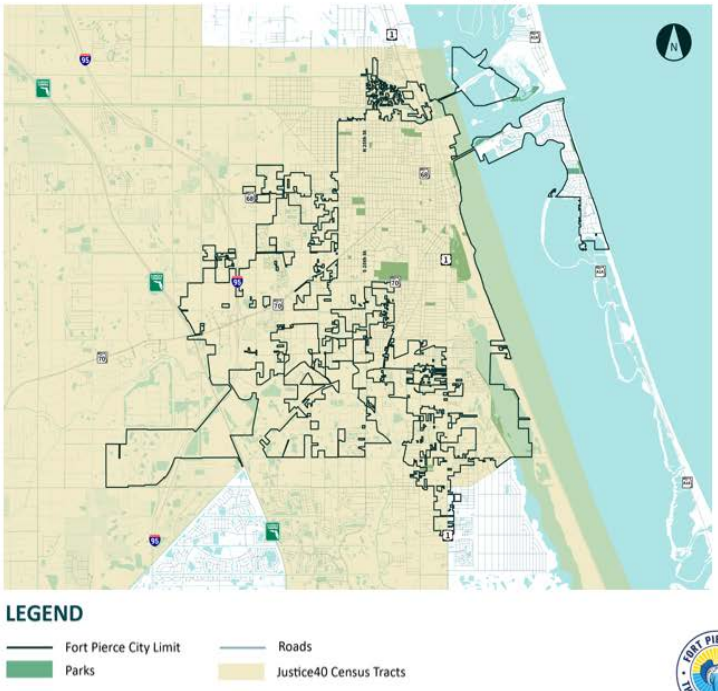
Equity and Transportation Needs

The Justice40 Initiative is a federal strategy to identify disadvantaged communities and address environmental justice issues. Census tracts are identified to give priority to communities that have been impacted by economic conditions, such as lower incomes, or exposure to higher levels of air pollution.

In Fort Pierce, the majority of the city is covered by a Justice40 designated census tract. 91% of the serious and fatal crashes in the city occur in a Justice40 census tract.

This information will be used to identify and prioritize transportation safety investments in the city.

Map of justice40 census tracts



FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

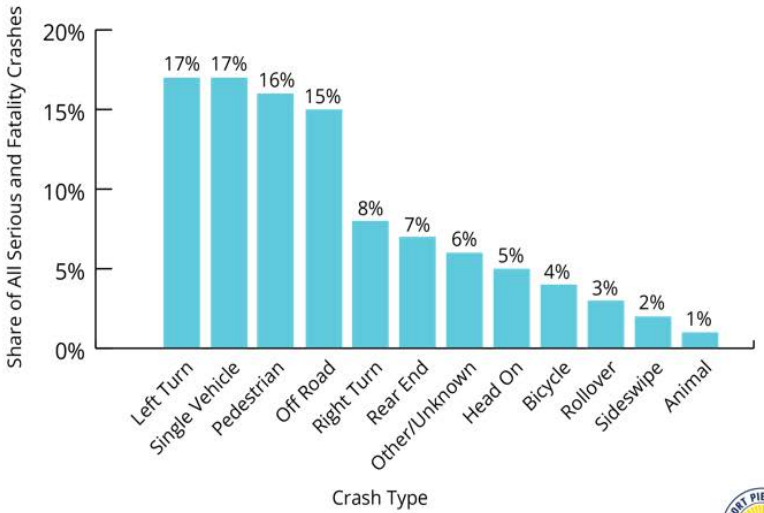
Analyzing the types of crashes can help identify strategies to improve safety.

In Fort Pierce, five crash types account for 73% of all serious and fatal crashes in the city.

- Left Turn
- Single Vehicle
- Pedestrian
- Off Road
- Right Turn

Crash type is the primary movement or action just prior to the crash occurring.

These trends will be used to identify project investments and policy changes that can reduce these types of crashes.



Land Use Context Correlates with Safety Needs

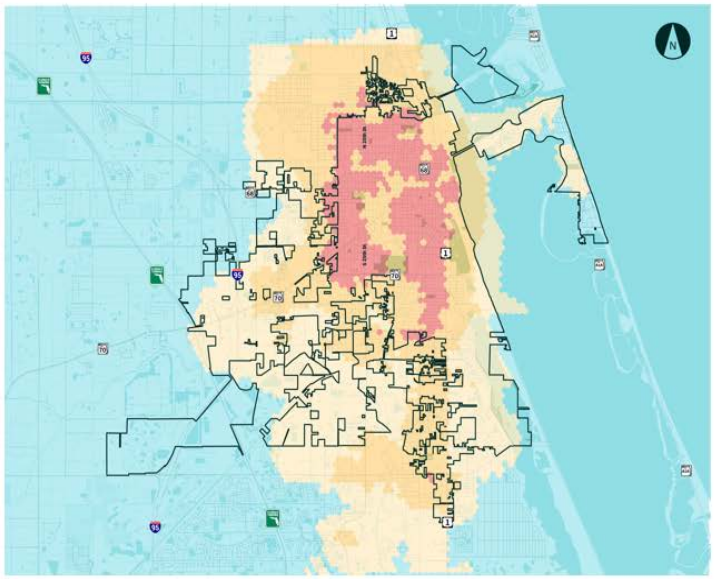
The areas with the highest trip demand and economic activity are also areas where most severe and fatal crashes occur.

The multimodal demand score is based on proximity with these activity factors:

- Where people play. Proximity to parks.
- Where people learn. Proximity to schools.
- Where people live. Population density variations.
- Where people work. Employment density variations.
- Where people access transit. Proximity to bus stops.

The areas identified with the highest demand cover 21% of the land area of the city and have 47% of the serious injury and fatal crashes in the city.

Multimodal Demand



FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

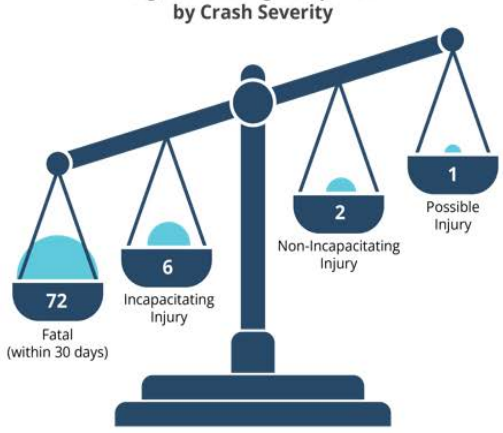
High Injury Network (HIN)

A high-injury network is a network of roads, intersections, or other transportation infrastructure (such as multiuse trails) that has a higher-than-average rate of crashes results in injury or fatality. The network is determined by traffic crash data, considering factors such as crash frequency and severity.

For Fort Pierce, a weighted score was applied to all crashes based on the economic cost associated with each type of crash. The weighted scores were then applied to the roadway segments where they occurred. Roadway segments with the highest weighted score were identified as part of the Fort Pierce HIN.

The table and chart to the right summarize the weight factor applied to each crash over the past six years in Fort Pierce.

Weighted Scoring Comparison by Crash Severity



Crash Severity	Economic Cost	Weighted Scoring Factor
No Injury	$ 7,100	0
Possible Injury	$ 26,000	1
Non-Incapacitating Injury	$ 42,000	2
Incapacitating Injury	$ 162,000	6
Fatal (within 30 days)	$ 1,869,000	72

Crashes are concentrated along a few roads.

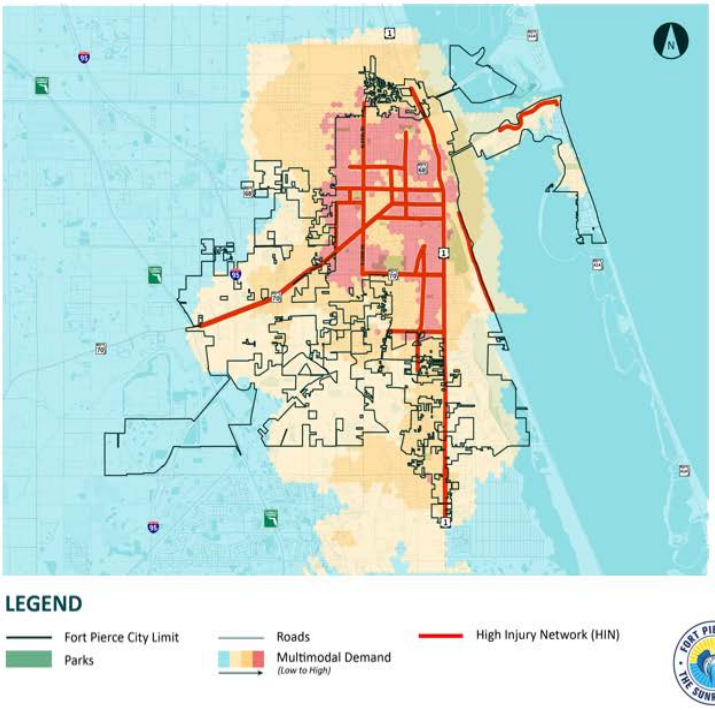
Crashes in Fort Pierce are concentrated along a few roads and at a few intersections.

Streets with higher crash rates have been identified, account for 71% of serious injury and fatal crashes in Fort Pierce.

The 10 highest crash intersections in Fort Pierce account for 14% of serious injury and fatal crashes in Fort Pierce. All the highest crash intersections are on High Injury Networks. 5 of these intersections are on US 1.

The HIN will be used to prioritize and focus safety investments where they can have the greatest influence and return on investment.

Multimodal Demand and High Injury Network



APPENDIX D



APPENDIX D: SAFETY SCORECARD TEMPLATE

	STARTING 5-YEAR AVERAGE (2020-2024)	2025	TREND	CALENDAR YEAR 2025 GOAL (10% REDUCTION FROM PREVIOUS YEAR)	GOAL MET?
FATALITIES	9.8	10	↑	8.82	NO
FATALITIES PER 100K PEOPLE	19.85	20.25	↑	17.87	No
SERIOUS INJURIES	32	28	↓	28.8	Yes
SERIOUS INJURIES PER 100K PEOPLE	64.81	56.71	↓	58.33	Yes
TOTAL CRASHES	2352.2	2200	↓	2116.98	No
TOTAL CRASHES PER 100K PEOPLE	4764.05	4455.79	↓	4287.65	No
PEDESTRIANS AND BICYCLISTS FATALITIES	4	0	↓	3.6	Yes
PEDESTRIANS AND BICYCLISTS FATALITIES PER 100K PEOPLE	8.1	0	↓	7.29	Yes
PEDESTRIANS AND BICYCLISTS SERIOUS INJURIES	7	3	↓	6.3	Yes
PEDESTRIANS AND BICYCLISTS SERIOUS INJURIES PER 100K PPEOPLE	14.18	6.08	↓	12.76	Yes
PEDESTRIANS AND BICYCLISTS TOTAL CRASHES	85	33	↓	76.5	Yes
PEDESTRIANS AND BICYCLISTS TOTAL CRASHES PER 100K PEOPLE	172.16	66.84	↓	154.94	Yes

Note: 2025 numbers are to-date and won't represent the full year until 2026

Note: Trends can be positive (trending downward) but the 10% decrease goal can still not be reached

Performance Measures

Setting performance measures is a required part of this Action Plan, but it also helps the City track progress toward its Vision Zero goals.

These measures create a baseline using the average of the past five years of crash data. Future crash trends will be compared to this baseline to answer key questions like:

- Are fatal and serious injury crashes going up or down?
- Are pedestrian and bicyclists fatal and serious injury crashes trending up or down?
- How is the City trending towards or against Vision Zero?
- How far is the City from achieving its' goal of zero fatal and serious injury crashes by 2040?

Metrics include both the total number of crashes and crash rates per 100,000 people. Using both helps account for population growth and gives better context to safety trends.

Data comes from two main sources: the U.S. Census and FDOT's Signal4 crash database. These were chosen because they're trusted sources, easy to access, understand, and record.

The Safety Action Plan recommends using these measures in future safety reports. One key recommendation is for the City to publish an annual safety scorecard. This scorecard would track progress, highlight safety investments, and keep the public informed - promoting transparency and accountability.

Note: The population count used in the normalization formula is 49,374. This comes from the 2023 American Community Survey (ACS). https://www.census.gov/quickfacts/fact/table/fortpiercecityflorida/PST045224

Crash data: https://signal4analytics.com/

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APPENDIX E

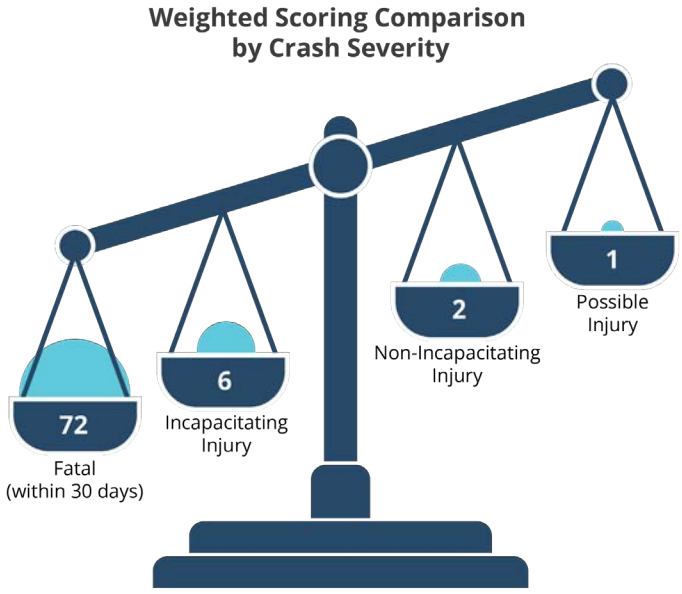


APPENDIX E: HIGH INJURY NETWORK ANALYSIS

High Injury Network

In Fort Pierce, crashes, particularly severe crashes, are concentrated along a few standout corridors. To be most effective, Vision Zero is focused on mitigating crashes along the least safe corridors. These standout corridors are called the High Injury Network, or HIN. In order to identify which segments should be part of the HIN in Fort Pierce, a scoring system was created that gives crashes weight based on their severity and frequency. The weighting for crash severity is based on each crash type's respective economic cost. Economic cost values from the National Safety Council were used. Using this weighting, all crash types can be considered, but those that are the most severe have the greatest impact on score. The two freeways that run through Fort Pierce, I-95 and Florida's Turnpike, were not inlcuded in this analysis.

Using ArcGIS, crashes from 2018 to 2023 in Fort Pierce of all types were assigned to the road segments they are nearest. Following this assignment, the crashes assigned to a particular segment were multiplied by their relative weighted factor score. The score by crash type were combined to give each individual segment a total crash score. Using this score, standout segments were easily identified and were compiled as part of the High Injury Network. The final HIN for Fort Pierce accounts for only 13% of road centerline mileage but 84% of all fatal crashes and 71% of all crashes in Fort Pierce from 2018 to 2023.



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

APPENDIX F



APPENDIX F: COUNTERMEASURES MATRIX

PROVEN SAFETY MEASURES	SPEED LIMITS FOR ALL ROAD USERS	SPEED SAFETY CAMERAS	BICYCLE LANES	CROSS-WALK VISIBILITY ENHANCEMENTS	LEADING PEDESTRIAN INTERVAL	MEDIANS & PEDESTRIAN REFUGE ISLANDS IN URBAN & SUB-URBAN AREAS	PEDESTRIAN HYBRID BEACONS	RRFB	ROAD DIETS (RE-CONFIGURATION)	WALK-WAYS	ROADSIDE DESIGN IMPROVEMENTS AT CURVES
FOCUS AREAS	SPEED MANAGEMENT		PEDESTRIAN/BICYCLIST								ROADWAY DEPARTURE
CRASH TYPE											
Angle	X	X							X		
Left-Turn	X	X							X		
Right-Turn	X	X									
Rear End	X	X							X		
	X	X	X	X	X	X	X	X	X	X	
Head On	X	X							X		
Run-off Road/ Single Vehicle	X	X									X
	X	X							X		
	X	X							X		
Wet	X	X									
Nighttime	X	X		X				X			
Speed-related	X	X							X		X
Rollover	X	X									X
Fixed-Object	X	X							X		

WIDER EDGE LINES	BACK-PLATES W/ RETRORE-FLECTIVE BORDERS	COR-RIDOR ACCESS MANAGE-MENT	DEDICATED L & R TURN LANES AT INTERSEC-TIONS	ROUND-ABOUTS	SYSTEMIC APPLICATION OF MULTIPLE LOW-COST COUNTER-MEASURES AT STOP-CON-TROLLED IN-TERSECTIONS	YELLOW CHANGE INTER-VALS	LIGHTING	LOCAL ROAD SAFETY PLANS	PAVE-MENT FRICTION MANAGE-MENT	ROAD SAFETY AUDIT
ROADWAY DEPAR-TURE	INTERSECTIONS						CROSSCUTTING			
	X	X	X	X	X	X	X	X	X	X
	X	X	X	X	X	X		X		X
	X	X	X		X		X	X		X
	X	X	X		X	X	X	X	X	X
		X		X			X	X	X	X
				X		X	X	X		X
X							X	X	X	X
		X	X			X	X	X		X
			X	X		X	X	X		X
X	X				X		X	X	X	X
X	X				X		X	X	X	X
				X	X	X		X	X	X
X							X	X		X
X							X	X		X

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SELENA GRIFFETT, ENGINEERING
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CLOSE OUT AMENDMENT TO SS4A USDOT AGREEMENT 693JJ32340234
CAO RLS FILE:	RLS 26-83
DATE:	MARCH 17, 2026

I have reviewed the above Request for Legal Services (RLS) related to the Second Amendment to the above referenced Grant Agreement. It is recommended you change the title of the document to: SECOND AMENDMENT TO THE GRANT AGREEMENT to properly track all of the amendments. With or without the change, the Second Amendment is approved as to legal form and correctness.

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

Thank you.
SH

City Commission Regular Meeting - 5:05 PM **11. N.**

Meeting Date: 04/06/2026

Re: Banking Service RFP 2026-018

Submitted For: Johnna Morris, Finance Director, Finance Department

---

SUBJECT:

Approval of Award of Banking Service RFP 2026-018 to ITHINK Financial Credit Union for three years with the option to renew for two additional one-year periods by mutual agreement of both parties.

SUMMARY:

The City solicited proposals for Banking Services from financial institutions, and there were four responses. Of the four responses, two were deemed non-responsive. The two remaining proposals were evaluated by the City's Chief Accountant, Accountant, and Budget Analyst. ITHINK Financial Credit Union has proposed to provide the City with the services requested at a minimal cost. The interest rate will be tied to the Federal Reserve Interest Rate on Reserve Balances (IORB) as published by the Federal Reserve, less a margin of 0.50% with a floor rate of 0.10%.

RECOMMENDATION:

It is recommended to award the Banking Service proposal to ITHINK Financial Credit Union. Their proposal demonstrates their willingness to provide cost effective services for the City. The contract term will be for three years with the option to renew the contract for two additional one-year periods by mutual agreement of both parties.

ALTERNATIVES:

Award to alternative bidders or request new bids

RESPONSIBLE STAFF:

Finance Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

OTHER INFORMATION:

No Financial Impact

Attachments

Recommendation to Award

Evaluation Matrix

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: March 18, 2026

RECOMMENDATION FOR AWARD

Solicitation No: 2026-018

Solicitation Title: Banking Services

Solicitation Advertisement: 12/11/2025 and 12/18/2025 (Tribune)

Solicitation Due Date: 3:00 pm, Tuesday, January 13, 2026

Award Authority:
- [x] **City Commission**
- [ ] **City Manager**
- [ ] **Purchasing Manager**
- [ ] **Director of Finance**
- [ ] **Planning Board**
- [ ] **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Wendy Rydzewski

Through: Johnna Morris

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

Recommend Vendor(s) Name: ITHINK Financial Credit Union

Initial Term Amount: $

Contract Terms, if applicable: Three (3) years with the option to renew the contract for two (2)

Award is based on the following concurrence (s):

On November 11, 2025, the Purchasing Division received specifications to go out for bid on the above subject proposal. The proposal was advertised on December 11 and December 18, 2025, with a scheduled opening at 3:00 pm on January 13, 2026.

The invitation was sent to 120 vendors. Nine (9) vendors requested specifications with four (4) responding (44.44%) plus one (1) "No Bid" (44.44% total responses).

For the April 6, 2026 meeting

RFP NO. 2026-018
BANKING SERVICES
CUMULATIVE EVALUATION MATRIX

Firms	KAREN LOGUE	NATASHA ROBINSON	WENDY RYDZEWSKI	Totals
ITHINK Financial Credit Union *(Delray, FL)*	85	84	83	**252**
Sea Coast Bank *(Stuart, FL)*	89	80	78.3	**247.3**

CRITERIA	POINTS
Cost of Banking Services - The basic cost of total banking relationship cost, monthly account maintenance fees, fees per account (checking, savings, sweep accounts, minimum balance requirements, fee waivers based on balances	30
Required Compensating Balance	15
Investments Earnings Rate	30
Transaction closing times/banking software capablities	20
Proposer's responses to the proposal summary questions regarding staffing, security ACH/Wire processes etc.	5
TOTAL	100

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

REVISED

CITY OF FORT PIERCE
TABULATION OF PROPOSALS

RFP ON:	**BANKING SERVICES**
RFP NUMBER:	**2026-018**
OPENING DATE:	**1/13/26 at 3:00pm**
RECOMMENDED AWARD:	**Pending**

RESPONSE
4 of 9 = 44.44%
1 "No Bids"
Total = 44.44%

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

VENDOR
ITHINK Financial Credit Union *Delray Beach, FL*
Seacoast Bank *Stuart, FL*
ServisFirst Bank *Sarasota, FL* **(Non-Responsive)**
TD Bank **(Non-Responsive)**

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

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 04/06/2026

Re: PZANN2025-00006, Parcel ID: 2413-501-0154-000-6; Ord 26-005

Submitted For: Christopher Suneson, Assistant Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 26-005 - Review and approval of a Voluntary Annexation by owner, Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 0.19 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is Low Density Residential (RL) and the proposed Zoning is Single Family Low Density Zone (R-1). Parcel ID: 2413-501-0154-000-6. SECOND READING.

SUMMARY:

Project # PZANN2025-00006

The applicant has requested review and approval of a voluntary application for the annexation of (1) parcel, containing 0.19 acres, into the City. If annexed, the property would have a City Future Land Use Designation of RL, Low Density Residential, and a City Zoning of R-1, Single-Family Low Density Zone. The subject property has a St. Lucie County Future Land Use Designation of RS, Residential Suburban, 2 du/ac, and a St. Lucie County Zoning designation of HIRD, Hutchinson Island Residential District.

The current taxable value of the property is approximately $27,860. Should the application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

RECOMMENDATION:

Staff has confirmed that the property is located within unincorporated St. Lucie County, is contiguous to the Fort Pierce municipal boundary, and within the FPUA service area.

Staff recommends the City Commission approve the proposed voluntary annexation application.

ALTERNATIVES:

1. Recommend Approval with conditions
2. Recommend Disapproval

RESPONSIBLE STAFF:

Chris Suneson, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

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

OTHER INFORMATION:

This item will not have a fiscal impact.

Attachments

Ordinance 2026-005
Staff Report
Staff Backup Materials
Staff Presentation
Vicinity Map
Application
Justification Statement
Survey
Delineation Report
Public Notice Certification
Legal Memo
Info from SLC
Proof of Publication

ORDINANCE NO. 26-005

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 0.19 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL (RL); ESTABLISHING THE ZONING DESIGNATION OF SINGLE-FAMILY LOW DENSITY ZONE (R-1); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owners have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of the current owner(s) and/or former owners of the property to be annexed; and

WHEREAS, the property is contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the City of Fort Pierce Planning Board, at their January 12, 2026, meeting, voted 5 to 1 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office on February 6, 2026, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St.

Lucie County Board of County Commissioners on February 6, 2026, no fewer than ten (10) days prior to publishing or posting the ordinance notice;

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

Parcel ID: 2413-501-0154-000-6

LEGAL DESCRIPTION:

Lot 10, Block 10, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Said property containing approximately 0.19 acres and being generally located at or near 2528 S Ocean Drive, Fort Pierce, FL 34949.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2026, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be assigned a Future Land Use Designation of Low Density Residential (RL) and zoned Single-Family Low Density Residential Zone (R-1), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That upon this Ordinance becoming effective and in accordance with Section 125-157(1)(b) of the Municipal Code, the territorial limits of the South Beach Overlay District are hereby extended to incorporate the land herein describe on Exhibit “A”.

SECTION 5. That in accordance with Section 171.044(3), this Ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 6. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 7. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity

of any part.

SECTION 8. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 9. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 26-005 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, XXX XXth, 2026 and Sunday, XXX XXth, 2026; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, XXX, XXth, 2026; and was duly introduced, read by title only, and passed on second and final reading Monday, XXX XXrd, 2026 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this XXth day of XXX 2026.

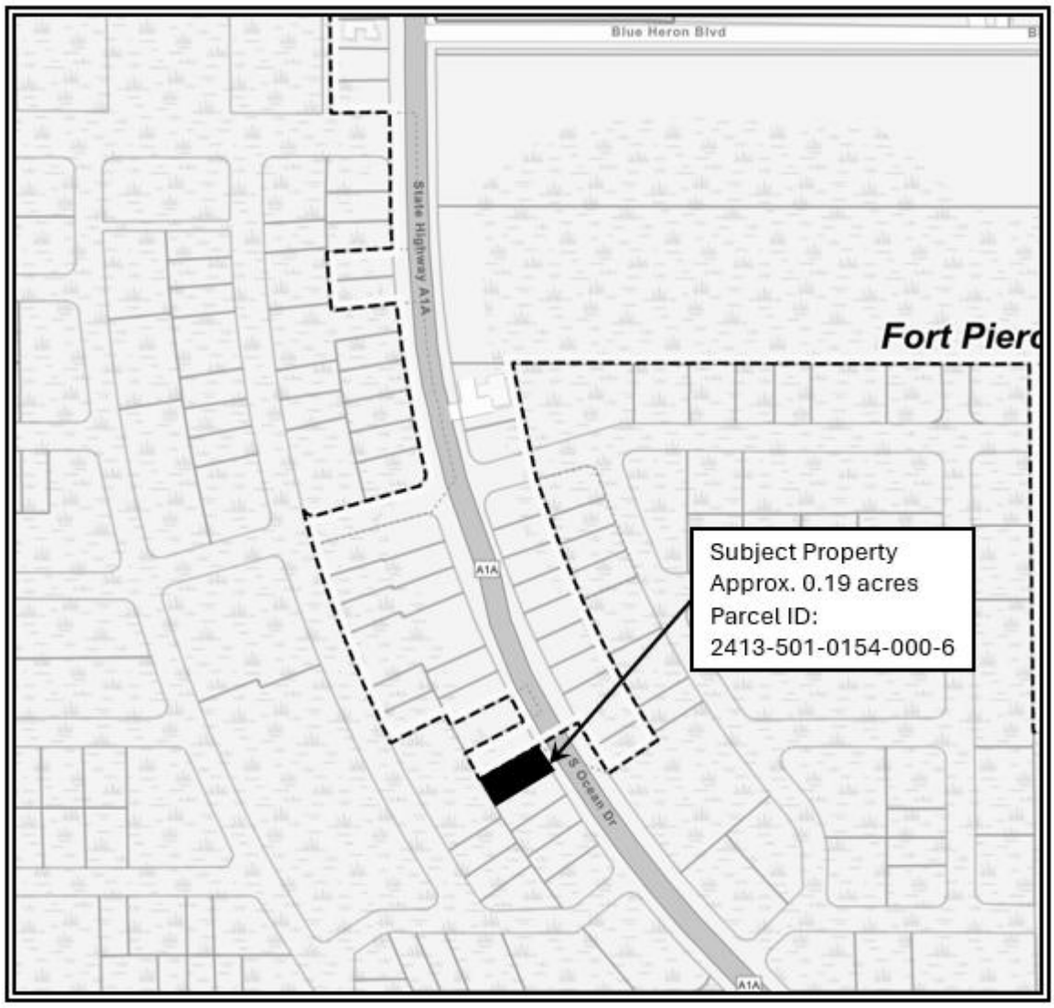
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

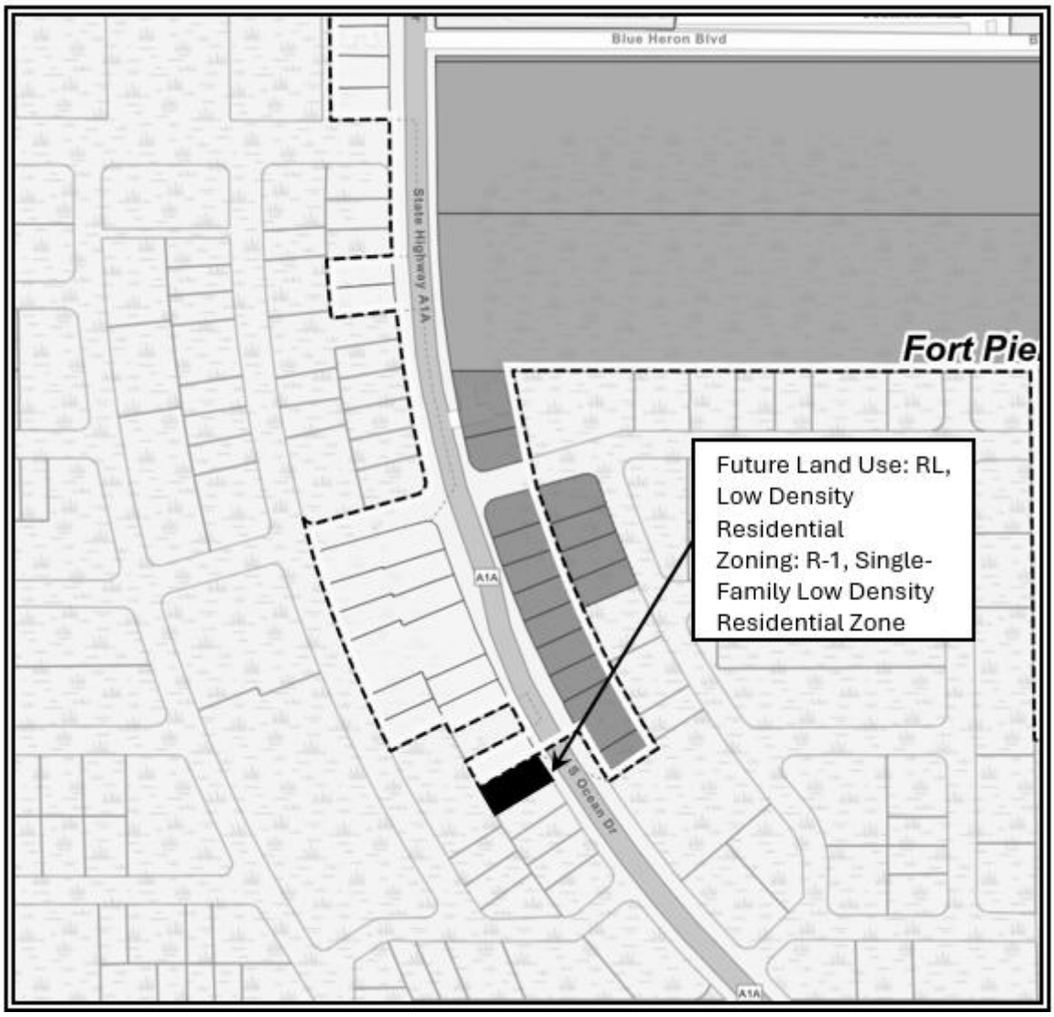


Parcel ID: 2413-501-0154-000-6

Lot 10, Block 10, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Said property containing approximately 0.19 acres and being generally located at or near 2528 S Ocean Drive.

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **SINGLE-FAMILY LOW DENSITY RESIDENTIAL ZONE (R-1)** AND FUTURE LAND USE DESIGNATION OF **LOW-DENSITY RESIDENTIAL (RL)**

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: PZANN2025-00006 – Acerra Property Annexation

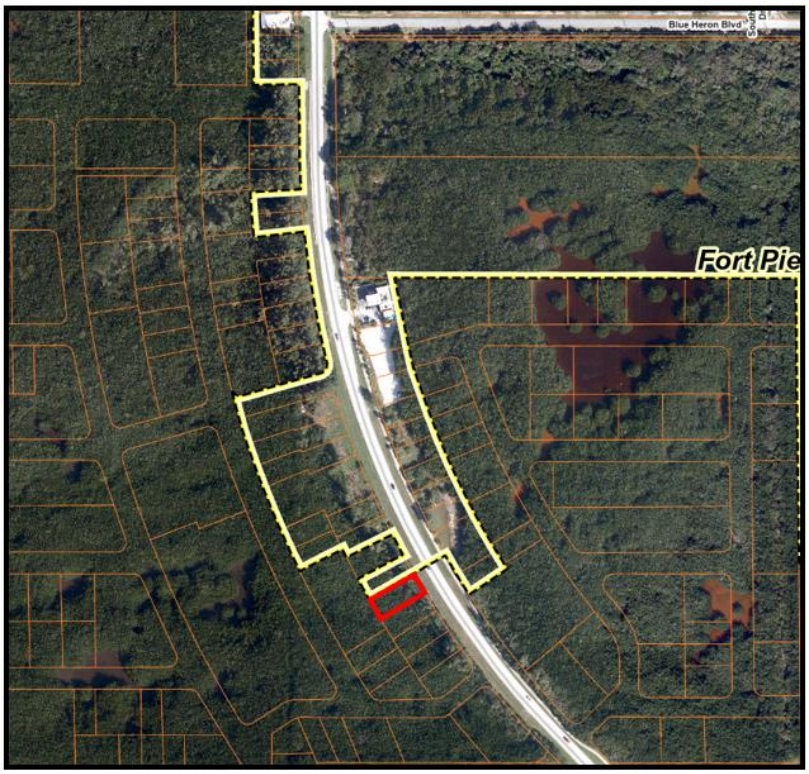
REVIEWER: CHRISTOPHER SUNESON, ASSISTANT PLANNING DIRECTOR

DATE: MARCH 16, 2026

STAFF REPORT

Owner/Applicant:	Tony Acerra
Requested Action:	Request to review and approve a voluntary application for Annexation by owner, Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one parcel containing 0.19 acres, generally located at or near 2528 South Ocean Drive.
Location:	At or near 2528 S Ocean Drive
Parcel IDs:	2413-501-0154-000-6
Current SLC Future Land Use:	RS, Residential Suburban, 2 du/ac
Proposed Future Land Use:	RL, Low Density Residential
Current SLC Zoning:	HIRD, Hutchinson Island Residential District
Proposed Zoning:	R-1, Single-Family Low Density Zone

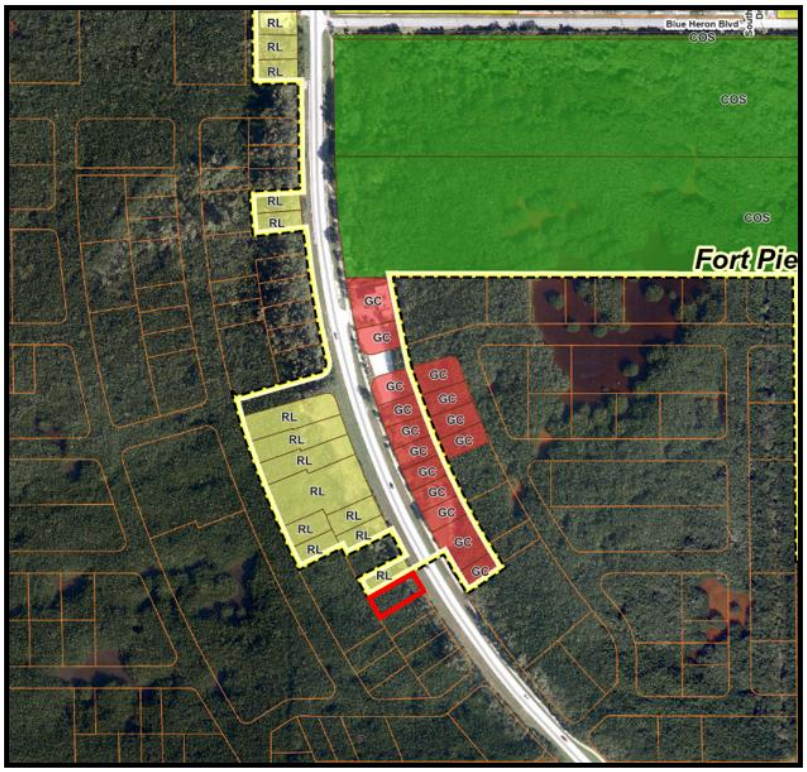
Location Map:



Future Land Use County Map:



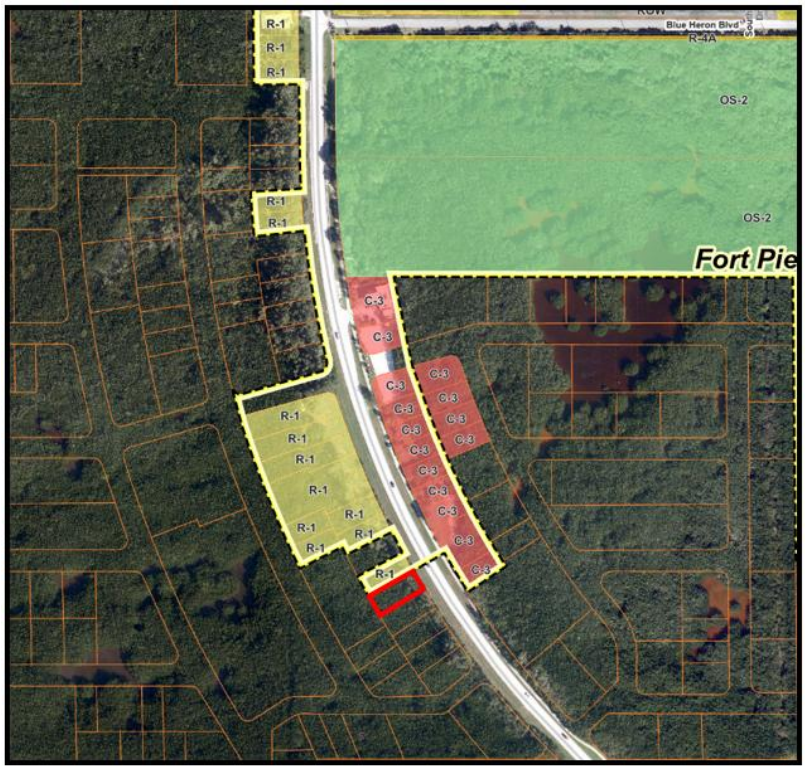
Future Land Use City Map:



County Zoning Map:



City Zoning Map:


R-1
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C-3

Staff Analysis

The applicant has requested review and approval of a voluntary application for the annexation of (1) parcel, containing 0.19 acres, into the City. If annexed, the property would have a City Future Land Use Designation of RL, Low Density Residential, and a City Zoning of R-1, Single-Family Low Density Zone.

The subject property has a St. Lucie County Future Land Use Designation of RS, Residential Suburban, 2 du/ac, and a St. Lucie County Zoning designation of HIRD, Hutchinson Island Residential District.

The current taxable value of the property is approximately $27,860. Should the application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Existing Conditions
The subject parcel is currently vacant and contains natural mangroves.

Statutory Eligibility
As a voluntary annexation, the application is governed by Florida Statute 171.044 to ensure eligibility for incorporation into the City. The statute provides three tests for land to be annexed including: 1) reasonably compact, 2) contiguous to the municipal boundary, and 3) not create an enclave - defined as being completely surrounded on all sides by the municipal boundary.

The area to be annexed is one parcel of land containing 0.19 acres and is considered reasonably compact. The subject parcel is contiguous to the southernmost portion of the municipal boundary located on the west side of South Ocean Boulevard / State Highway A1A. An enclave would not be created by the proposed annexation.

Staff finds the parcel is eligible for annexation under Florida Statute 171.044.

Consistency with Comprehensive Plan Goals, Objectives, and Policies
The City's Comprehensive Plan provides policy for annexations in Objective 1.11 of the Future Land Use Element. Objective 1.11 of the Comprehensive Plan states:

> *Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City.*

The criteria by which proposed annexations should be evaluated are provided for in Policy 1.11.1:

1. *The ability of the City to provide public services at a level equal to or better than that available from the current service providers;*
2. *The ability of the City to provide public services at the City's adopted levels of service;*
3. *Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and*
4. *Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery.*

The subject parcel lies within the Fort Pierce Utility Authority (FPUA) service boundary and is therefore eligible for annexation under Objective 1.11. Further, public services can be provided at equal to or better levels than current providers and those services can be provided at the City's adopted levels of service. Annexation of the subject parcel would neither eliminate nor create an unincorporated island (enclave). Finally, annexation of the property would neither eliminate nor create irregularities in the City's boundary.

Staff finds the subject parcel is eligible for annexation and meets the criteria outlined in the Comprehensive Plan's Future Land Use Element Policy 1.11.1.

Finally, the Comprehensive Plan Policy 1.11.5 states:

> *Properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.*

To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan and the designations of surrounding properties, the proposed Future Land Use Designation for the subject parcel will be RL, Low Density Residential and will be zoned R-1, Single Family Low Density Residential Zone.

Future Land Use

The subject property will be designated with a Future Land Use of RL, Low Density Residential. The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre.

Zoning

The subject property will be classified with a City Zoning of R-1, Single-Family Density Residential Zone. This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses.

In review of the bulk area regulations for the R-1 zoning district, the subject parcel would be considered non-conforming with regard to lot area and lot width requirements. However, Section 125-70 of the Land Development Code provides for the continued use of non-conforming lots and the owner would be allowed to construct a single-family residence.

Summary of Technical Review Committee

All affected departments have reviewed the proposed Annexation with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the annexation given that the subject property is not allowed to construct a septic system on the property and must connect to water and sewer provided by FPUA.

Planning Board

At its January 12, 2026, meeting, the Planning Board voted 5-1 to recommend approval of the voluntary annexation request.

Staff Recommendation

Staff recommends the City Commission approve the proposed voluntary annexation request.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Mr. Tony Acerra
302 SW Kane Avenue
Port Saint Lucie, FL 34953

Subject: PZANN2025-00006, Acerra Property Annexation
Parcel ID: 2413-501-0154-000-6
Technical Review Committee Comments for December 18, 2025, TRC Meeting

City of Fort Pierce Planning Department
The following comments are based on City of Fort Pierce Land Development Code and the applicant supplied documents for the above-referenced project. For particular questions regarding these comments, please contact Chris Suneson, Assistant Planning Director, at csuneson@cityoffortpierce.com

A. Statutory Eligibility
   1. This is a voluntary annexation governed by Florida Statute 171.044.
   2. The area to be annexed is one parcel of land containing 0.19 acres and is considered reasonably compact.
   3. The subject parcel is contiguous to the southernmost portion of the municipal boundary located on the west side of South Ocean Drive / State Highway A1A.
   4. Annexation of the subject parcel will not create an enclave.

B. Future Lane Use / Zoning
   1. The subject parcel is currently classified with a County Future Land Use of Residential Suburban, 2 du/ac (RS).
   2. The subject parcel is currently zoned as Hutchinson Island Residential District (HIRD).
   3. Staff will be recommending the subject parcel be placed in the Residential Low (RL) Future Land Use category and be zoned as Single-Family Low Density (R-1).

C. Consistency with Comprehensive Plan Annexation Policy
   1. Public services can be provided at equal to or better levels than current providers. Annexing the subject parcel into the City will enable it to be serviced by sanitary sewer.
   2. Public services can be provided at adopted levels of service.
   3. Annexation of the subject parcel would not eliminate or create an unincorporated island.
   4. Annexation of the subject parcel would not eliminate or create irregularities in the City's boundaries.

D. Services
   1. By annexing into the City, the subject parcel must be connected to FPUA utilities.
   2. By annexing into the City, the subject parcel will not be allowed to construct a septic system for sanitary sewer service.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Christopher Suneson, Planner

From: Tanner Retherford, P.E., Project Engineer

Thru: Mark Zrallack, P.E. – City Engineer

Re : Annexation – Parcel No. 2413-501-0154-000-6
Blk 10 - Lot 10 - PZANN2025-00006

Date : December 3rd, 2025

This is to advise you that we have completed the review of the following documents as received by this office on November 24, 2025:

- [x] Annexations
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Future Land Use Designation
- [ ] Executed Construction Contract
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site inspection, we

- [x] Recommend w/ Conditions
- [ ] Do Not Recommend
- [x] Annexation Approval
- [ ] DPCR Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for conditions of approval

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\Miscellaneous\Annexations\Surfside Harbor\Block 10 - Lot 10\Annexations Approval - 120325.docx

CONDITIONS OF APPROVAL:

1. Approval conditioned on no on-site septic permitted in accordance with City of Fort Pierce Code of Ordinances Section 36-87.

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZANN2025-00006
S Ocean Dr-Annexation (Lot 1)

W/WW Engineering: Water is available to the parcel.

Sewer availability would be contingent upon the completion of construction of the required force main extension, payment of the applicable fees and charges.

To clarify for the record, there is no MSBU in place with FPUA.

Should you have any questions please contact Lugey Dawson at 772 466-1600 ext. 3428.

Electric Engineering: This submission is outside of the FPUA electric service area.

Gas: N/A

FPUAnet Fiber: N/A

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

Technical Review Committee meeting

December 18, 2025

Case #: PZANN2025-00006

Planner: City of Ft. Pierce Planning Department.

Annexation

South Ocean Dr., approx. 1540 ft south of Blue Heron Blvd., Ft. Pierce. (Acerra property)

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

From: Jesse Almand
To: Kerry Driver; Planning Department
Subject: PZANN2025-00006 Annexation Tony Acerra
Date: Monday, December 8, 2025 12:29:19 PM
Attachments: Outlook-hdszk0zy.png

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

SLCFD has no comments for this review.

Respectfully,

Jesse Almand 736
Captain, Development/Site Planning Review
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

From: Grant M. Chambers
To: Planning Department
Cc: Daniel Zrallack; Kerry Driver
Subject: TRC
Date: Wednesday, December 17, 2025 8:28:10 AM
Attachments: image001.png
2025-12-17 John Carrol High School SP Amendment Comments.docx

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SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good morning,

Please see attached comments for the John Carrol project. The County's Engineering division does not have any comments on the other agenda items.

Thank you,

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW
Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

CITY OF FORT PIERCE

VOLUNTARY ANNEXATIONS
At or near 2528 S. OCEAN DRIVE

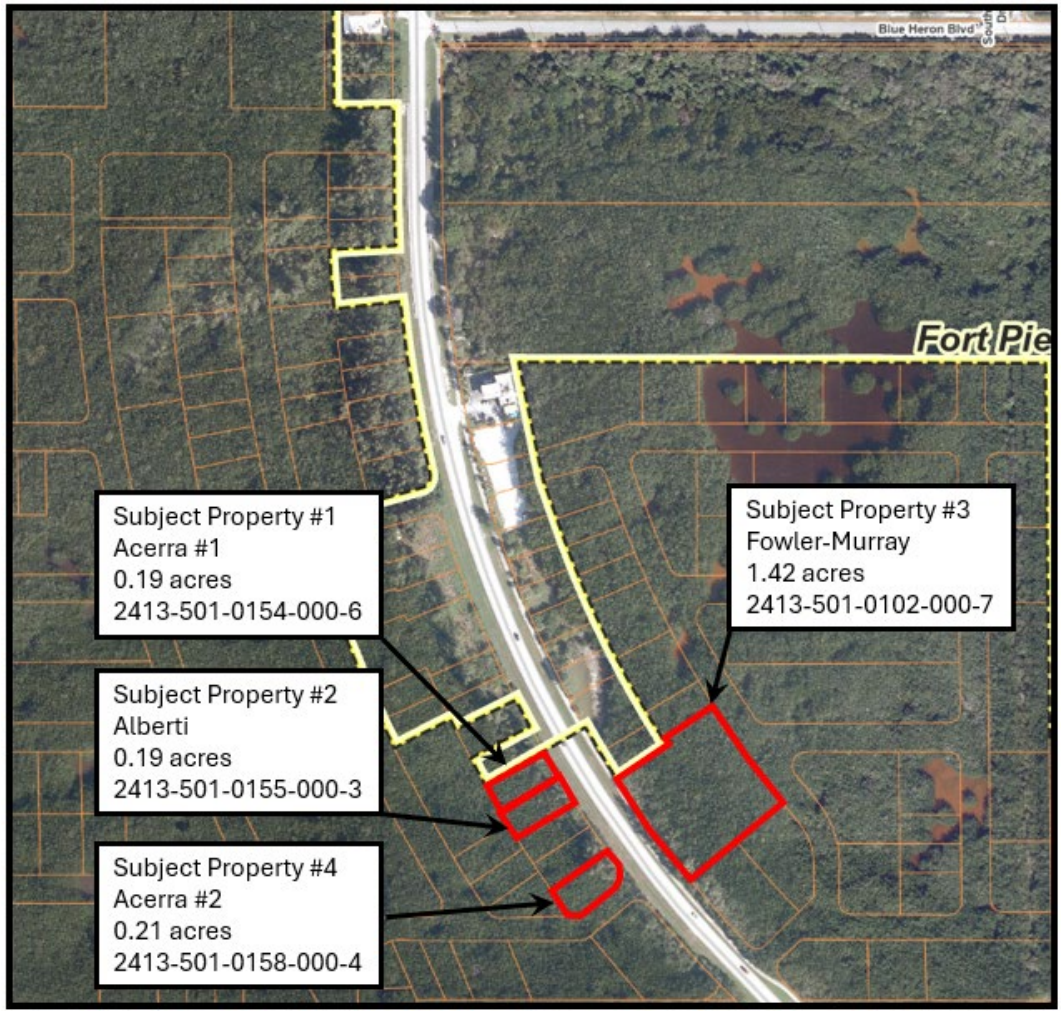
March 16, 2026

Ordinance	Application No.	Owner	Parcel ID
Ord. 2026-005	PZANN2025-00006	Acerra #1	2413-501-0154-000-6
Ord. 2026-006	PZANN2025-00008	Alberti	2413-501-0155-000-3
Ord. 2026-007	PZANN2025-00009	Fowler-Murray	2413-501-0102-000-7
Ord. 2026-008	PZANN2025-00007	Acerra #2	2413-501-0158-000-4

APPLICANT REQUEST

The applicant, Tony Acerra, has submitted four petitions for Voluntary Annexation to extend the territorial limits of the City of Fort Pierce, for the following properties located at or near 2528 South Ocean Drive. Proposed Future Land Use and Zoning designations vary by property.

Owner	Parcel	Acre	FLU	Zone
Acerra #1	2413-501-0154-000-6	0.19	RL	R-1
Alberti	2413-501-0155-000-3	0.19	RL	R-1
Fowler-Murray	2413-501-0102-000-7	1.42	GC	C-3
Acerra #2	2413-501-0158-000-4	0.21	RL	R-1



Site Location Map

SUMMARY

The subject parcels are located at the southern end of the City limits on Hutchison Island. For reference, approximately ¼ mile south of the Blue Heron Boulevard / S. Ocean Drive (A1A) intersection and south of Pie Hole Pizza on the west side of the road.

The parcels are currently vacant and contains natural mangroves.

The current taxable values of the properties total $213,047. Should the applications for Voluntary Annexation be approved, and future development of the land occurs, each property could create a new source of ad-valorem tax revenue.

Owner	Parcel	Acre	SLC FLU	SLC Zoning	Taxable Value
Acerra #1	2413-501-0154-000-6	0.19	RS	HIRD	$27,860
Alberti	2413-501-0155-000-3	0.19	RS	HIRD	$27,860
Fowler-Murray	2413-501-0102-000-7	1.42	COM/RU	CG/HIRD	$125,601
Acerra #2	2413-501-0158-000-4	0.21	RS	HIRD	$31,726

Future Land Use (FLU)
RS – Residential Suburban, 2 du/ac
RU – Residential Urban, 5 du/ac
COM - Commercial

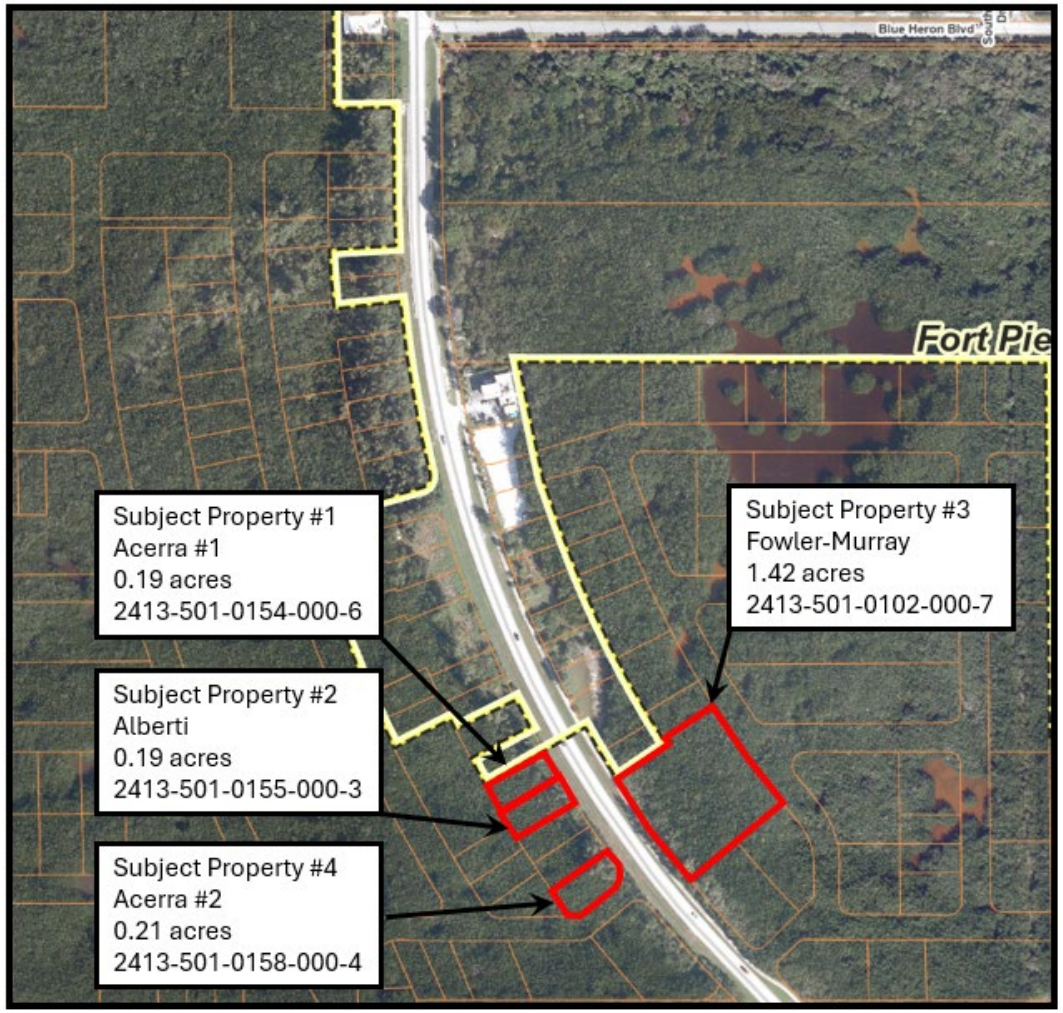
Zoning
HIRD – Hutchison Island Residential District
CG – Commercial General

STATUTORY ELIGIBILITY

Voluntary Annexations are governed by Florida Statute 171.044 to ensure eligibility for incorporation into the City. They must:

- Be reasonably compact;
- Be contiguous to the municipal boundary;
- Not create an enclave.

Owner	Compact?	Contiguous?	Creates Enclave?
Acerra #1	Y	Y	N
Alberti	Y	Y; if Acerra #1	N
Fowler-Murray	Y	Y	N
Acerra #2	Y	Y; if Fowler-Murray	N



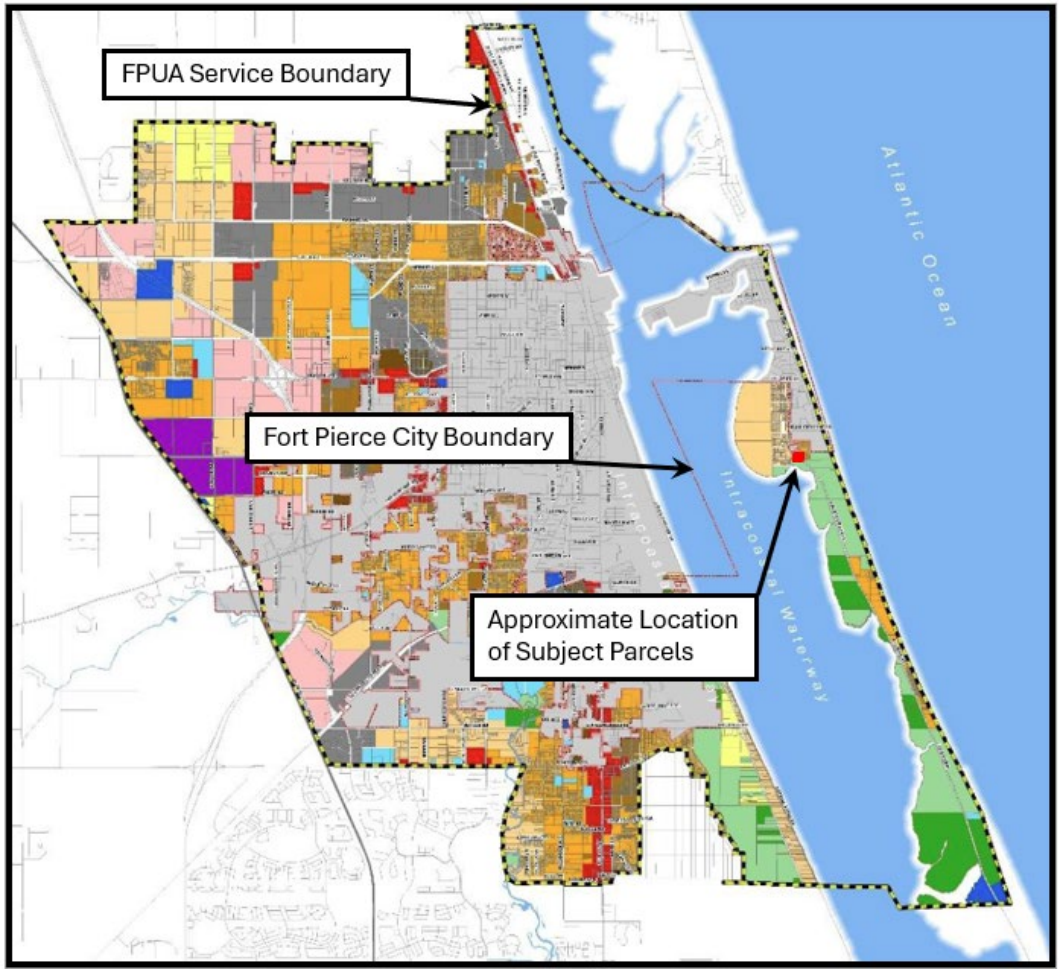
Site Location Map

COMPREHENSIVE PLAN POLICIES

Future Land Use Element Objective 1.11 of the Comprehensive Plan states:

> *Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City.*

The subject parcels are located within the FPUA services boundary.



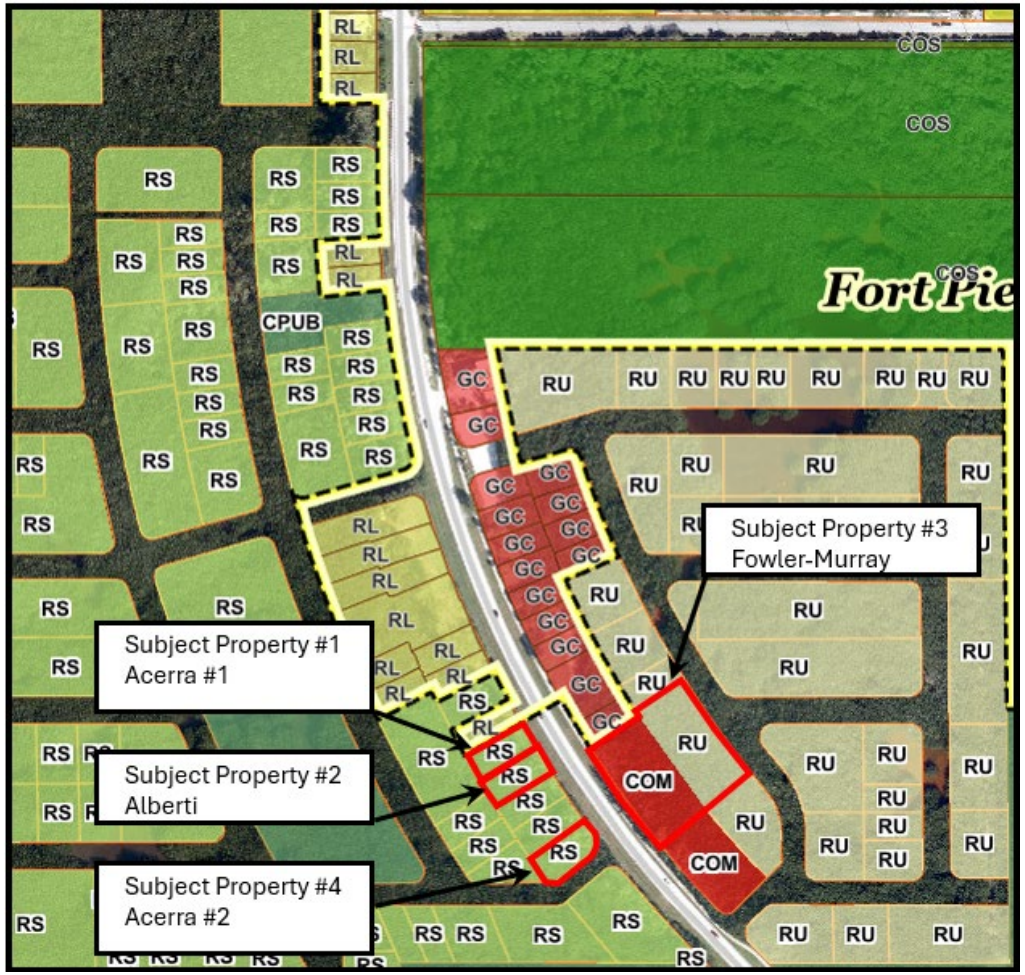
Future Land Use in Service Boundary Map

COMPREHENSIVE PLAN POLICIES

Comprehensive Plan Policy 1.11.5 states:

> *Properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.*

Owner	Parcel	SLC FLU	Proposed FLU
Acerra #1	2413-501-0154-000-6	RS	RL
Alberti	2413-501-0155-000-3	RS	RL
Fowler-Murray	2413-501-0102-000-7	COM / RU	GC
Acerra #2	2413-501-0158-000-4	RS	RL



City / County Future Land Uses

<u>County Future Land Use</u>
RS – Residential Suburban, 2 du/ac
RU – Residential Urban, 5 du/ac
COM - Commercial

<u>City Future Land Use</u>
RL – Residential Low
GC – General Commercial

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ACERRA #1 ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.19	8,276.4

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
INCREASE / (DECREASE)			0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ALBERTI ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.19	8,276.4

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)		0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - FOWLER/MURRAY ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	1.42	61,855.2

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL URBAN (RU)	5	3	0.0	0.0 SQ.FT
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	77,319.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	0	0	1.0	61,855.2 SQ.FT
	INCREASE / (DECREASE)		(3)		(15,463.8) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ACERRA #2 ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.21	9,147.6

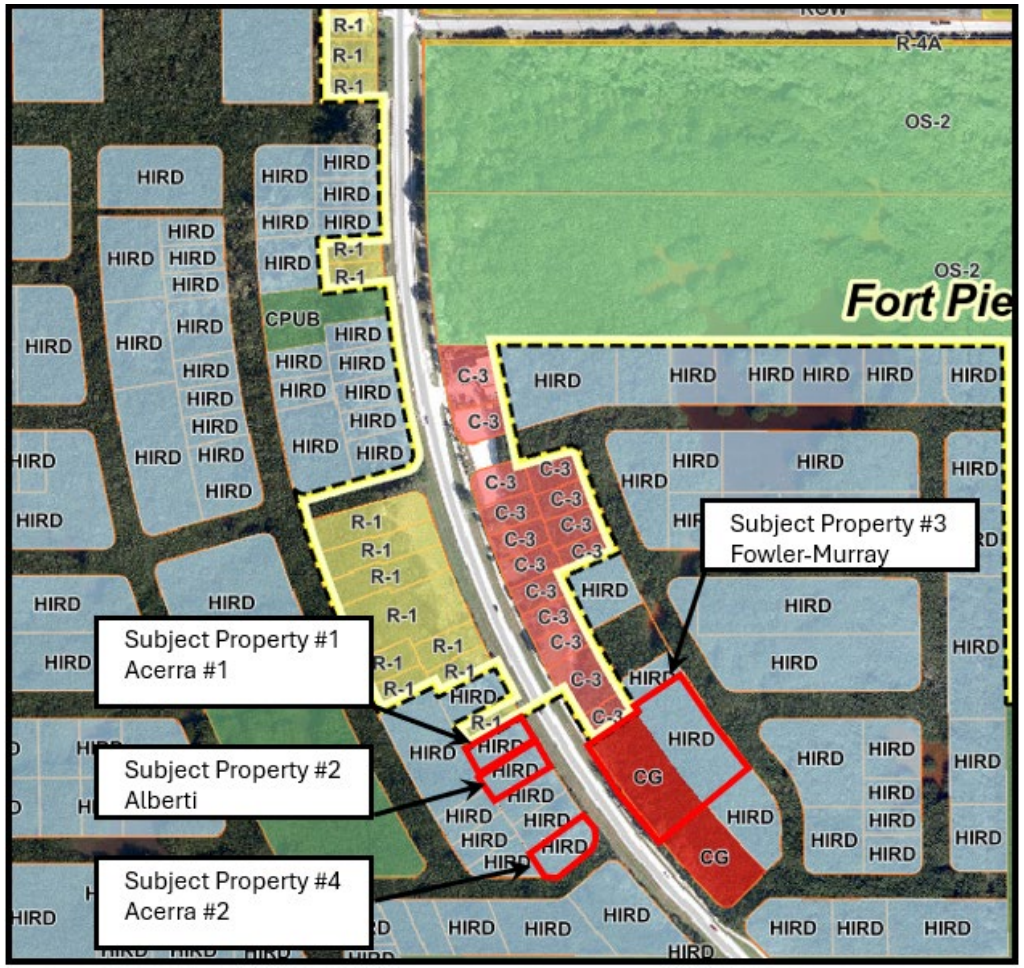
		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
INCREASE / (DECREASE)			0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

ZONING

Similar to Land Use policies in the Comprehensive Plan, City policy has been to assign similar zoning districts as the County for annexations.

Owner	Parcel	SLC Zoning	Proposed Zoning
Acerra #1	2413-501-0154-000-6	RS	R-1
Alberti	2413-501-0155-000-3	RS	R-1
Fowler-Murray	2413-501-0102-000-7	COM / RU	C-3
Acerra #2	2413-501-0158-000-4	RS	R-1



City / County Zoning

<u>County Zoning</u>
HIRD – Hutchison Island Residential District
CG – Commercial General

<u>City Zoning</u>
R-1 – Residential Family Low Density
C-3 – General Commercial

ZONING

In review of the bulk area regulations for the R-1 zoning district, three of the subject parcels would be considered non-conforming with regard to lot area and lot width requirements.

Bulk Area Regulation	R-1 Zoning Requirement	Acerra #1	Alberti	Acerra #2
Lot Area	12,000 sq. ft.	8,333 sq. ft.	8,333 sq. ft.	9,148 sq. ft.
Lot Width	75 ft.	60 ft.	60 ft.	69 ft.

ANNEXATION REVIEW CRITERIA

Future Land Use Policy 1.11.1 of the Comprehensive Plan provides four (4) criteria by which annexations should be evaluated.

Criteria	Acerra #1	Alberti	Fowler-Murray	Acerra #2
City can provide services at equal or better levels than current providers?	Yes.	Yes.	Yes.	Yes.
City can provide services at adopted levels of service?	Yes.	Yes.	Yes.	Yes.
Annexation eliminates or could be expanded to eliminate an enclave?	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.
Annexation eliminates irregularity in City boundary?	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.

COORDINATION

Technical Review Committee

All affected departments have reviewed the proposed ANNEXATIONS with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

All Departments have supported the annexation, given the subject property is not allowed to construct a septic system on the property and is required to connect to water and sewer services provided by FPUA which would be regulated by building permitting.

Planning Board

At its January 12, 2026, meeting, the Planning Board voted 5-1 to recommend approval of the proposed ANNEXATIONS.

STAFF RECOMMENDATION

Staff recommends that the City Commission APPROVAE the proposed ANNEXATIONS.

- ❑ Consistent with Florida Statute 171.044.
- ❑ Consistent with Comprehensive Plan Objective 1.11 and Policies 1.11.5 and 1.11.1.
- ❑ Does not adversely affect the public health, safety, convenience and general welfare.

Alternative actions of the City Commission:

- Recommend Approval with changes.

or

- Recommend Disapproval

CITY OF FORT PIERCE

VOLUNTARY ANNEXATIONS
At or near 2528 S. OCEAN DRIVE

March 16, 2026

Ordinance	Application No.	Owner	Parcel ID
Ord. 2026-005	PZANN2025-00006	Acerra	2413-501-0154-000-6
Ord. 2026-006	PZANN2025-00008	Alberti	2413-501-0155-000-3
Ord. 2026-007	PZANN2025-00009	Fowler-Murray	2413-501-0102-000-7
Ord. 2026-008	PZANN2025-00007	Acerra	2413-501-0158-000-4



Close Record Card

Property Identification

Site Address:	OCEAN DR
Sec/Town/Range:	18/35S/41E
Parcel ID:	**2413-501-0154-000-6**
Jurisdiction:	Saint Lucie County
Land Use Code:	0000 - Vac Residential
Account #:	**150186**
Map ID:	25/18N
Zoning:	Hutch Isla



Legal Description

SURFSIDE HARBOR BLK 10 LOT 10

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.19
Land Size (SF):	8,100

Map



Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	170

Sources/links:

Ownership

Anthony S Acerra
Claudia F Acerra

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: SURFSIDE HARBOUR HUTCHINSON ISLAND, FORT PIERCE
2. Legal description of real property for which annexation is being requested: SURFSIDE HARBOUR BLK 10 - LOT 10

   Property Tax ID: 2413-501-0154-000-6
3. Size of described property: 8,100 sq. ft. - .19 ACRES
4. Project description: ANNEXATION INTO City of FORT PIERCE
5. Current St. Lucie County Future Land Use Designation: RESIDENTIAL R-1
6. Current St. Lucie County Zoning: HUTCHINSON ISLAND
7. Is this a Historic property? NO
8. Appraised value: $20,933
9. Name of Owner(s): ANTHONY S. ACERRA + CLAUDIA F. ACERRA

   Signature of Owner(s): Anthony S. Acerra,
   Mailing Address: 302 SW KANE AVE.
   City PORT SAINT LUCIE State FL. Zip 34953
   Phone 732-822-1859 Fax

10. Name of Representative: _____

Signature of representative: _____
Mailing Address: _____
City) _____ State _____ Zip _____
Phone _____ Fax _____
E-mail: _____

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772)467-3729

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3225398 06/26/2008 at 11:32 AM
OR BOOK 2989 PAGE 434 - 434 Doc Type: DEED
RECORDING: $10.00
D DOC STAMP COLLECTION: $0.70

QUITCLAIM DEED

This quitclaim deed made on 6-7-08, between CLAUDIA F. GLOGOWSKI Anthony S. ACERRA (TRANSFEROR), of 24 DELAWARE AVE. (ADDRESS), WEST LONG BRANCH (CITY), MONMOUTH Co. (COUNTY), NJ. 07764 (STATE), and Anthony S. ACERRA / CLAUDIA F. ACERRA (TRANSFEREE), of WEST LONG BRANCH (CITY), MONMOUTH (COUNTY), _____ (STATE).

That for and in the consideration of the sum of ONE Dollars, the receipt of which is hereby acknowledged, Anthony S. ACERRA (TRANSFEROR) + CLAUDIA ~~F. Glowski~~ Glogowski does hereby release, remise and forever quitclaim unto Anthony S. ACERRA / CLAUDIA F. ACERRA (TRANSFEREE) all of his interest, if any, in that certain real property commonly known as #2413-501-0154-000-6 (PARCEL) (Property Address), located in the City of FORT PIERCE, County of ST. LUCIE, State of FLORIDA, described as follows:

Legal Description SURFSIDE HARBOR BLK 10 LOT 10

Together with all the tenements, hereditaments, and appurtenances thereunto belonging, and the reversions, remainders, rents, issues, and profits thereof.

To have and to hold, all and singular the premises, with the appurtenances, unto Anthony S. ACERRA CLAUDIA F. ACERRA (TRANSFEREE) and his heirs and assigns forever.

In witness whereof, Anthony S. ACERRA CLAUDIA F. Glogowski (TRANSFEROR) has hereunto this day and year as set forth above.

Anthony S. Acerra
Claudia Glogowski
[Signature]
Claudia Acerra

[Acknowledgment] Signed, sealed and delivered in the presence of:

WITNESSES

Anta Carstens
, Daniel Cappola
Amy Sobotka

ANTA CARSTENS
Notary Public of New Jersey
My Commission Expires May 9, 2012

Prepared By and Return To:
Gail Logan, AVP
Fidelity National Title Insurance Company of New York
118 North Second Street
Fort Pierce, FL 34950

File No. 03-020-702292

Property Appraiser's Parcel I.D.(folio) Number(s)

2413-501-0152-000/2

RETURN TO:
Fidelity National Title
Courthouse Box 121

WARRANTY DEED

THIS WARRANTY DEED dated April 7, 2003, by Marion Paul Broome hereinafter called the grantor, to Anthony S. Acerra and Claudia F. M. Glogowski whose post office address is 24 Delaware Avenue , West Long Branch, New Jersey 07764, hereinafter called the grantee: **AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in St. Lucie County, Florida, viz:

Lot 10, Block 10, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 the Public Records of St. Lucie County, Florida.

Subject to easements, restrictions, reservations, and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

Grantor hereby certifies that subject property is vacant land and does not represent homestead property.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2192653 OR BOOK 1699 PAGE 927
Recorded:04/24/03 10:49

* Doc Assump: $ 0.00
* Doc Tax : $ 273.00
* Int Tax : $ 0.00

**THIS DEED IS BEING RE-RECORDED TO ADD VESTING TO GRANTEES.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2207688 OR BOOK 1717 PAGE 2702
Recorded:05/21/03 15:43

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Roxanne M. Huldeen
(Witness Signature)

Roxanne Huldeen
(Print Name of Witness)

Linda B. Hays
(Witness Signature)

LINDA B. HAYS
(Print Name of Witness)

Marion Paul Broome

(Address and Phone Number)

STATE of Fl.

COUNTY of St. Lucie

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared Marion Paul Broome, to me known to be the person(s) described in or who has/have produced personally known as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

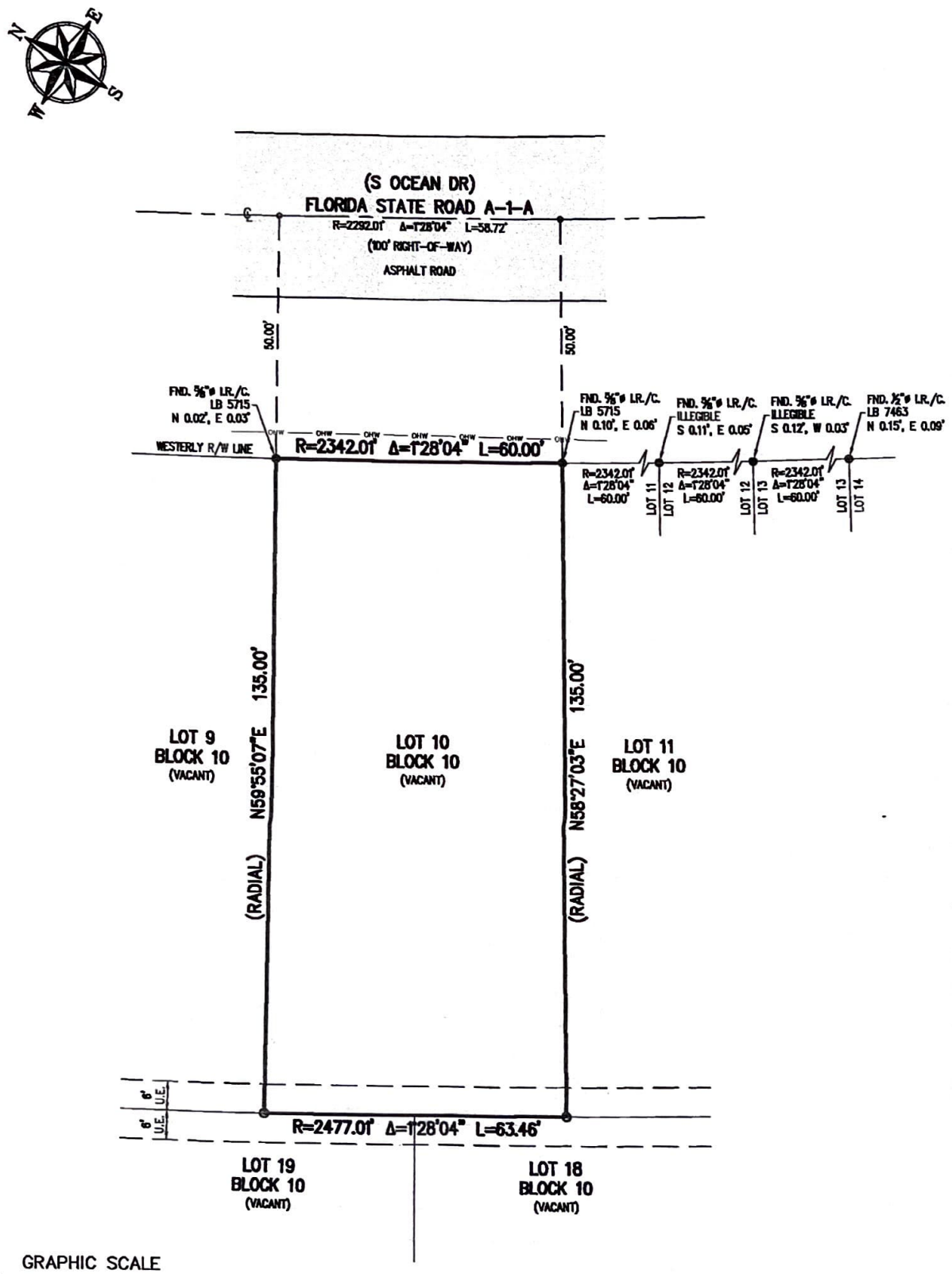
WITNESS my hand and official seal in the County and State last aforesaid this 11th day of April, 2003.

Roxanne M. Huldeen
Notary Signature

Roxanne M. Huldeen
Printed Notary Name

My commission expires: _____

ROXANNE M. HULDEEN
MY COMMISSION # DD 023560
EXPIRES: May 7, 2005
Bonded Thru Notary Public Underwriters



GRAPHIC SCALE

20 0 10 20

(IN FEET)

SHEET 2 OF 2

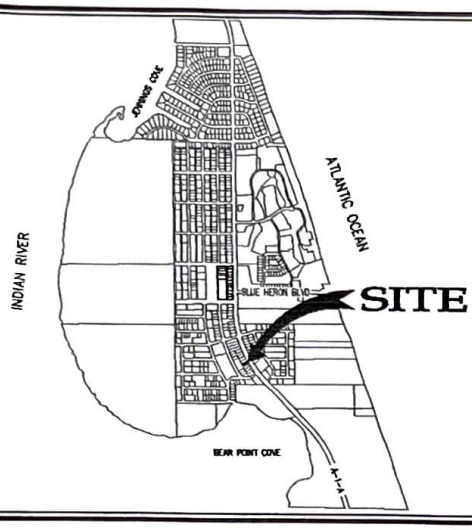
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SURFSIDE HARBOR
LOT 10, BLOCK 10 – BOUNDARY SURVEY

REVISIONS	DATE	BY

FILE NAME: 9873_ Lot 10 Blk 10 Boundary.dwg

DATE	2/22/2022
DRAWN BY	RFC
F.B./ PG.	N/A
SCALE	1" = 20'
JOB NO.	9873



LEGEND

Δ	– DELTA (CENTRAL ANGLE)	L.M.E.	– LIMITED MAINTENANCE EASEMENT
℄	– CENTER LINE	L.P. ☼	– LIGHT POLE
A/C	– AIR CONDITIONER	(N.R.)	– NON RADIAL
A.K.A.	– ALSO KNOWN AS	O.R.B.	– OFFICIAL RECORD BOOK
ALUM.	– ALUMINUM	P.B.	– PLAT BOOK
B.E.	– BUFFER EASEMENT	P.C.	– POINT OF CURVATURE
C.B.	– CATCH BASIN	P.C.C.	– POINT OF COMPOUND CURVATURE
C.O. ●	– CLEANOUT	P.I.	– POINT OF INTERSECTION
C.L.F	– CHAIN LINK FENCE	PGS.	– PAGE(S)
CONC.	– CONCRETE	P.R.C.	– POINT OF REVERSE CURVATURE
COV.	– COVERED	P.R.M. ■	– PERMANENT REFERENCE MONUMENT
C.U.E.	– CITY UTILITY EASEMENT	PROP.	– PROPOSED
D.E.	– DRAINAGE EASEMENT	R	– RADIUS
ELEC.	– ELECTRIC	R.P.	– RADIUS POINT
ELEV.	– ELEVATION	R/W	– RIGHT-OF-WAY
EQUIP.	– EQUIPMENT	(RAD.)	– RADIAL
ESMT.	– EASEMENT	SQ. FT.	– SQUARE FEET
EXIST.	– EXISTING	TYP.	– TYPICAL
F.H.	– FIRE HYDRANT	U.E.	– UTILITY EASEMENT
F.P.L.	– FLORIDA POWER & LIGHT	W.M. ⊡	– WATER METER
FIN.	– FINISHED	(00.00)	– DENOTES PROPOSED ELEVATION
FLR.	– FLOOR	0.00	– DENOTES EXISTING ELEVATION
FND.	– FOUND		– DIRECTION OF FLOW
G.V. ⋈	– GATE VALVE	Ⓜ	– DRAINAGE MANHOLE
H.H.	– HAND HOLE	Ⓘ	– IRRIGATION CONTROL VALVE
H.P.	– HIGH POINT	—OHW—	– OVERHEAD WIRES
I.R./CAP	– IRON ROD & CAP	Ⓢ	– SANITARY MANHOLE
L	– ARC LENGTH	○	– SET 5/8" IR/CAP LB 3591
L.E.	– LANDSCAPE EASEMENT	—○—	– SIGN

NOTES:

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPERS.
2. THE LANDS, AS SHOWN HEREON, WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENT OF RECORD.
3. THE ELEVATIONS, AS SHOWN HEREON, ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
4. BEARINGS SHOWN HEREON REFER TO RECORD PLAT AND ASSUMES THE SOUTH LINE OF LOT 10, BLOCK 10 AS N58°27'03"E.
5. THE DESCRIPTION, AS SHOWN HEREON, IS IN ACCORD WITH THE INSTRUMENT OF RECORD.
6. ANY UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY, OR PARTIES, IS PROHIBITED, WITHOUT WRITTEN CONSENT OF SAID SIGNING PARTY, OR PARTIES.
8. FLOOD ZONE: "AE" BASE FLOOD ELEV.: 4.0'; FIRM MAP NO. 12111C0192K; COMMUNITY NO. 120285; DATED: FEBRUARY 19, 2020.
9. BENCHMARK: NATIONAL GEODETIC SURVEY MONUMENT "97 77 A 21", ELEVATION = 2.48'.
10. PROPERTY ADDRESS: S OCEAN DRIVE

DESCRIPTION:

LOT 10, BLOCK 10, SURFSIDE HARBOR SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 68, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND LIMITATIONS OF RECORD.

CONTAINING 8,333 SQUARE FEET OR 0.1913 ACRES, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS SURVEYED UNDER MY DIRECTION, ON FEBRUARY 22, 2022. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

David Lindley

Digitally signed by David Lindley
DN: c=US, st=FL, l=Boca Raton, o=Caulfield & Wheeler, Inc., ou=Surveying, cn=David Lindley, email=dlindley@cwinc.com
Date: 2022.03.23 13:41:58 -05'00'

DAVID P. LINDLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA – LB #3591

SHEET 1 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
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SURFSIDE HARBOR
LOT 10, BLOCK 10 – BOUNDARY SURVEY

REVISIONS	DATE	BY

FILE NAME: 9873_ Lot 10 Blk 10 Boundary.dwg

DATE	2/22/2022
DRAWN BY	RFC
F.B./ PG.	N/A
SCALE	1" = 20'
JOB NO.	9873

Justification Statement

All my life I enjoyed creating and building. In 1979 I became a union carpenter and worked in the extreme heat and cold for 38 years. I first visited Florida in 1975 with a couple of friends and returned many times afterwards. In 1989 I visited friends and Stuart. Their parents just built a house on the river in Sewall's Point. The sunsets were amazing and the warmth thawed my frostbitten fingers and toes. I knew I had to return here someday. My dream was to build a home with a sunset view.

I bought a fixer-upper house in my hometown and worked on it for 35 years. I also sacrificed to save money by working side jobs, nights and weekends. In 2003, 12 years before my retirement in 2015 because of spinal injuries. I bought my first Lot #14 on Hutchinson Island at Bear Point Sanctuary in the Surfside Harbor subdivision. I envisioned my dream three-story home with 360° sunrise to sunset views. I was curious why no one had built in the area after finding out that those lots were plotted out in 1950. So, I did my due diligence and visited the county building department on 2300 Virginia Ave in 2003 a couple of weeks later. The gentleman in the office there took me into the conference room and I showed him what I had just purchased. weeks later. He told me, "You are grandfathered into the lot size and setbacks for your house and septic tank". I felt relieved, so I bought my second lot #10.

Soon after I did a lot of legwork and asked many questions. I hired a wetlands consultant and started my mitigation process for Lot 14 with Lauri Heistermann at the Bear point Mitigation Bank. I paid for one reservation credit to mitigate the mangoes which amounted to 1/10th of an acre, or 4,500 square ft. I then hired my wetlands consultant to begin my DEP application much time and money later. I also have my DEP approval. Which, by the way, included a septic tank because the county did not provide sewer or water service. The City of Fort Pierce had a waterline installed only. Powerlines were there, and my dream was coming true. Little did I know my nightmare was just about to begin. Not just for me, before the whole subdivision dozens of lots were sold off during 2003 to 2004 and no one discovered any restrictions either.

Then a stroke of luck. After buying YMCA Easter house tickets since 1989, yes 31 years, I got a call from the YMCA in 2020. " You won the house". A year later our house was sold in a good market and my wife and I moved into the house in Port St. Lucie. I was ready to build. But, not so fast. First, the county said they would not allow a septic tank. I needed a sewer line. One day I was speaking to a builder/ developer from West Palm Beach who had bought a lot just up from me about my sewer petition. He said he was told the county had created. Something called an NCLOR, which rendered our lots, non-conforming, not billable, I basically worthless. Deep depression. I had been in the process of trying to get a sewer line from the county 1.5 miles to the south of our subdivision at a cost of $1.5 million in 2021. This first MSBU consisted of 75 lots from Blue Heron Boulevard to the end of our subdivision just north of the Bear Point Sanctuary parking lot. I questioned Barbara Getler and Cathy Altizer about the targeted area because it included the lots not just fronting A1A, but also the lots behind us. I mentioned that I was always told that the back lots were never going to be able to be built on. Barbara said, "This is what they gave us".

I had no choice, but to continue on with the MSBU, even though I told Barbara and Cathy, that I was afraid for my life. Can you imagine me getting them to pay for my sewer line knowing that they could not use it? They know where I live, and everyone in Florida has a gun. I had checked in with the petition count for the MSBU from time to time. Two years later, I was seven petitions short.

The next time I called Barbara, she told me my MSBU would not be allowed because our properties were not valuable enough. I said they were not valuable because we do not have a sewer line. I called Ray Morankus from the county sewer department to ask him if our subdivision could self-pay. He said the cost to install the sewer line went from $1.5 million to $4.5 million during that two year time period. This MSBU was doomed to fail from the beginning. Even if I did get the last seven properties, my MSBU would have been rejected by the county attorney anyway. I know this now only because of what happened next.

One day, I went to talk to Otis the owner of the Pie Hole pizza restaurant in our subdivision. The waitress said he was out of town. I mentioned about the sewer line and she told me he got approval from FPUA to bring it from Blue Heron Boulevard to the north south to his restaurant and properties. I was confused. When I inquired about that, I was told that would not be possible because that line was installed with federal money and it could not be extended south of Blue Heron Boulevard. Apparently, I was given wrong information again.

In March 2022, I decided to hire a lawyer to see what my options were. He told me that I needed to annex into the City of Fort Pierce because they did not change their ordinance and our lots would be considered conforming and buildable. I got in contact with Venus Gilmore, who is very helpful. My lawyer set up a meeting with him at City Hall. At that meeting, Venus confirmed that I could annex, my lots would be conforming, and that I could have a septic tank.

Great, I didn't have to bother with another MSBU for sewer line. Weeks later, I walked into the annexation meeting, and Ryan Altizer said, "You're going to be quick and easy so we are going to do yours first". I was annexing my Lot 14 to the lot across A1A to whom I paid $2100 for his survey to get him to annex because he was contiguous with the lot next to him thus making me contiguous with his lot across A1A. This is basically what lot number #9 did which my second lot to be annexed #10 is contiguous to. He annexed his lot in 2007 according to ordinance K-438 which was created by the City of Fort Pierce in 2006. But it wasn't that easy. As soon as the mention of a septic tank, I believe it was Alicia, said septic tanks were not allowed. At this point, the highs and lows are destroying my soul. Kevin Freeman said my annexation was on hold until we had a sewer line, not canceled.

So I contacted Bo Hutchinson and Lugey Dawson at the FPUA. He said yes the sewer line was federally funded. I asked him then how was Pie Whole Pizza was able to bring the sewer line down about 800' to his restaurant. He told me he paid for it himself. Private money. I contacted Barbara to start another MSBU to service the second half of our subdivision with FPUA. Bo said we first had to ge approval from Florida Fish And Wildlife. We called and emailed Patricia Kelly. She explained to us over the phone and through emails that she would only give permission for the 26 lots fronting A1A, and it had to be paid for by our private money. There was no formal application or document. The new 26 lot approval map was drawn up and Patricia indicated the area with a red arrow.

The new area map is part of my application and has been uploaded to the portal.

Of the 26 parcels, I have more than 75% of the required MSBU applications signed. Only 51% is required for approval. So here we are today because our MSBU was denied by the county because 10 of the 26 lots that are in the county are nonconforming. The county attorney said an owner of a nonconforming lot cannot be forced to pay for a MSBU if they are not able to build. We need to annex the 10 county lots first into the City of Fort Pierce to be conforming. Then, at that time, the sewer line can be installed. 16 of the 26 lots south of Pie Hole Pizza are already city lots in our MSBU. The lots from Blue Heron Boulevard south to Pie Hole Pizza are all city lots which make up the northern half of our subdivision. That makes about 90% city lots and 10% county lots total in our Surfside Harbor subdivision. This annexation process will conform the whole subdivision to city lots. Note, the FPUA owns the water line already and because of this if anyone were ever to build they would have to sign an annexation agreement for the City of Fort Pierce before any building would be able to commence. Thank you for considering our annexation applications.

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SURFSIDE HARBOR
LOT 10, BLOCK 10 - BOUNDARY SURVEY

REVISIONS	DATE	BY
FILE NAME: 9873_ Lot 10 Blk 10 Boundary.dwg		

DATE	2/22/2022
DRAWN BY	RFC
F.B./ PG.	N/A
SCALE	1" = 20'
JOB NO.	9873



(S OCEAN DR)
FLORIDA STATE ROAD A-1-A
R=2292.01' Δ=1°28'04" L=58.72'
(100' RIGHT-OF-WAY)
ASPHALT ROAD

50.00'

FND. ⅝"ø I.R./C. LB 5715 N 0.02', E 0.03'

FND. ⅝"ø I.R./C. LB 5715 N 0.10', E 0.06'

FND. ⅝"ø I.R./C. ILLEGIBLE S 0.11', E 0.05'

FND. ⅝"ø I.R./C. ILLEGIBLE S 0.12', W 0.03'

FND. ½"ø I.R./C. LB 7443 N 0.15', E 0.09'

WESTERLY R/W LINE

R=2342.01' Δ=1°28'04" L=60.00'

R=2342.01' Δ=1°28'04" L=60.00'

R=2342.01' Δ=1°28'04" L=60.00'

R=2342.01' Δ=1°28'04" L=60.00'

LOT 11 | LOT 12

LOT 12 | LOT 13

LOT 13 | LOT 14

135.00'

N59°55'07"E (RADIAL)

135.00'

N58°27'03"E (RADIAL)

LOT 9
BLOCK 10
(VACANT)

LOT 10
BLOCK 10
(VACANT)

LOT 11
BLOCK 10
(VACANT)

6' U.E.

6' U.E.

R=2477.01' Δ=1°28'04" L=63.46'

LOT 19
BLOCK 10
(VACANT)

LOT 18
BLOCK 10
(VACANT)

GRAPHIC SCALE
20 0 10 20
(IN FEET)

SHEET 2 OF 2

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
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SURFSIDE HARBOR
LOT 10, BLOCK 10 - BOUNDARY SURVEY

REVISIONS | DATE | BY
FILE NAME: 9873_ Lot 10 Blk 10 Boundary.dwg

DATE 2/22/2022
DRAWN BY RFC
F.B./ PG. N/A
SCALE 1" = 20'
JOB NO. 9873



Parcel I.D. #: 2413-501-0154-000-6

Wetland Delineation

Field Report

St. Lucie County, FL

BLK 10 - LOT 10

Surfside Harbor:
Block 10, Lot 10,
St. Lucie County

P.I.N. #: 2413-501-0154-000-6

Table of Contents:

Location Map: Delorme Topo USA

Field Report: To Include Detailed Findings & Conclusion

Aerial Map: St. Lucie County Property Appraiser
Aerial of Site

Site Map: LABINS Aerial of Site
With Wetland Delineation Lines Superimposed

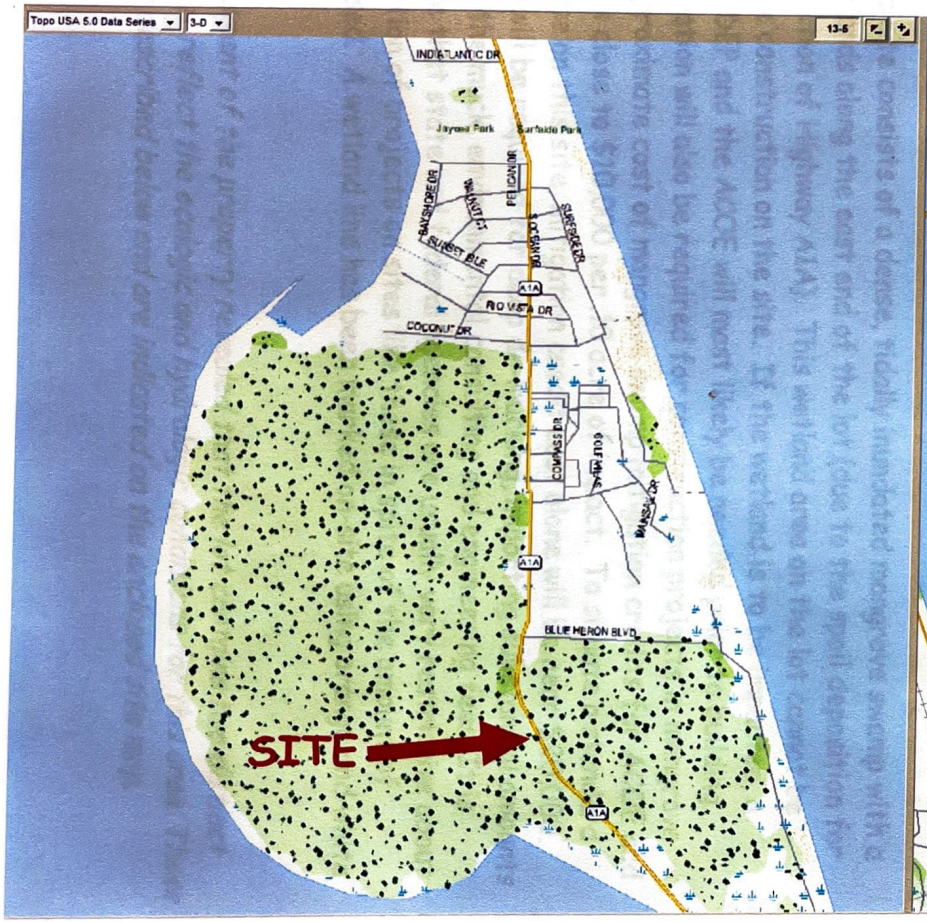
Site Photos: On Site Digital Photographs

LOCATION MAP

PIN: 2413-501-0154-000-6 ,
Surfside Harbor Block 10, Lot 10, St. Lucie County

N

CLOSE UP



REGIONAL



Mark Youmans
Environmental Consultant
909 SW Idol Avenue
Port St. Lucie, FL 34986
Phone/Fax # (772) 340-0749

Client: Mr. Anthony Acerra

Location: PIN: 2413-501-0154-000-6, Surfside Harbor,
Block 10, Lot 10 (OR 1699-927: 1717-2702),
Hutchinson Island, Highway A1A, St. Lucie County, FL

On October 11, 2006, a wetland survey was performed at the above referenced property, utilizing the wetland delineation standards set forth in 62-340 F.A.C. The findings are outlined below:

-Property Size: 0.19 Acres

-Approximate Percentage of Wetlands: 95%

-Approximate Percentage of Uplands: 05%

Comments: The site consists of a dense, tidally inundated mangrove swamp with a thin fringe of uplands along the east end of the lot (due to the spoil deposition for the road construction of Highway A1A). This wetland area on the lot cannot be avoided for house construction on the site. If the wetland is to be impacted, a permit from the DEP and the ACOE will most likely be needed prior to building. Substantial mitigation will also be required for construction projects in mangrove swamps. The approximate cost of mangrove swamp mitigation credits for ACOE and DEP dual credit is close to $10,000 per .10 acre of impact. To situate a standard single family house on this site, mitigation credit cost alone will be near $20,000. Additional costs will be required for deep de-mucking, importing substantial amounts of fill to replace the muck, environmental consulting and engineering fees. It is important to note that state and federal agencies are usually very restrictive about the size and location of projects on sites like these in spite of the amount of mitigation proposed. A wetland line has been marked on-site using orange and white striped ribbon.

An on-site assessment of the property revealed that the lot contains two distinct habitat types that reflect the ecologic and hydrologic conditions for this area. These two habitats are described below and are indicated on the enclosed site map.

Habitat Types:

(Habitats are described using D.O.T. F.L.U.C.C.S. Codes and the 10YR page of the Munsell Soil Chart)

HABITAT #1 -WETLAND MANGROVE SWAMP

F.L.U.C.C.S. CODE # 612

Biological Description of Wetland Habitat:

These dense, brackish water swamps occur along low-energy shorelines and in protected, tidally influenced bays of southern Florida. This community is composed of freeze-intolerant tree species that are distributed south of a line from Cedar Key on the Gulf coast to St Augustine on the Atlantic coast. These swamp communities are usually dominated by red, black, and white mangroves that progress in a sere from seaward to landward areas, respectively, while buttonwood trees occur in areas above high tide. Openings and transitional areas in mangrove swamps sometimes contain glasswort, saltwort, and other salt marsh species. All three major species of mangroves are mapped as a single class with no effort made to differentiate these species into separate zones.

PLANT COVERAGE OF THE WETLAND HABITAT AREA

Upland Plants:
(Upper Canopy & Sub-canopy): NONE

(Ground Cover): NONE

Percentage of total habitat coverage = **0%**

Facultative Plants:
(Upper Canopy & Sub-canopy): BRAZILIAN PEPPER, AUSTRALIAN PINE

(Ground Cover): NONE

Percentage of total habitat coverage = **10%**

Facultative Wetland Plants:
(Upper Canopy & Sub-canopy): NONE

(Ground Cover): NONE

Percentage of total habitat coverage = **0%**

Obligate Wetland Plants:

(Upper Canopy & Sub-canopy): RED MANGROVE, BLACK MANGROVE, WHITE MANGROVE

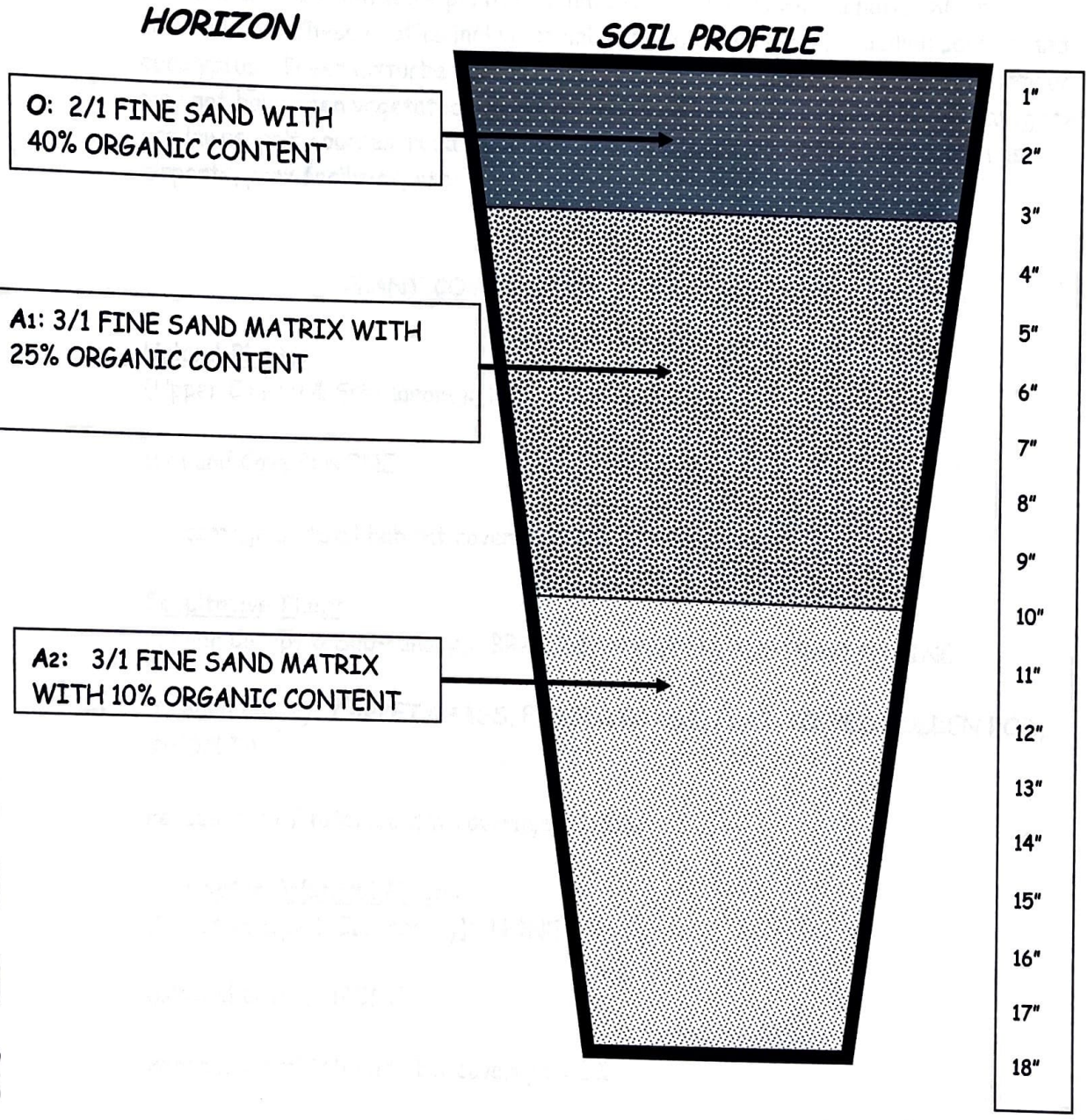
(Ground Cover): NONE

Percentage of total habitat coverage = **90%**

TYPICAL SOIL PROFILE IN THE WETLAND HABITAT AREA

(Using the 10YR page of the Munsell Soil Chart)

Soil Type: ARENT SOIL (INUNDATED ALONG WETLAND LINE)
Hydric/Depressional: YES



Hydrologic indicators present in this habitat area: Tidally Influenced Water Levels. Water Stains, Aquatic Plants, Aquatic Fauna, Adventitious Roots, Muck, Hydrogen Sulfide In The Upper 6" Of Soil & Defined Ecotone

HABITAT #2 - UPLAND- EXOTIC PLANT COMMUNITY
F.L.U.C.C.S. CODE # 422

Biological Description of Upland Habitat:
This community is defined by disturbed upland areas that are dominated by non-native trees that were planted or have escaped and invaded native plant communities. These exotics include melaleuca, Australian pine, Brazilian pepper, and eucalyptus. These disturbed areas usually occur within urbanized areas that may or may not have been vegetated. Some examples of land uses included in this category are lawns, golf courses, road shoulders, grassy areas surrounding places such as airports, park facilities, etc.

PLANT COVERAGE OF THE UPLAND HABITAT AREA

Upland Plants:
(Upper Canopy & Sub-canopy): NONE

(Ground Cover): NONE

Percentage of total habitat coverage = **0%**

Facultative Plants:
(Upper Canopy & Sub-canopy): BRAZILIAN PEPPER, AUSTRALIAN PINE

(Ground Cover): CARPET GRASS, FINGER GRASS, FLAT-TOPPED GOLDEN ROD, WEDILIA

Percentage of total habitat coverage = **100%**

Facultative Wetland Plants:
(Upper Canopy & Sub-canopy): NONE

(Ground Cover): NONE

Percentage of total habitat coverage = **0%**

Obligate Wetland Plants:
(Upper Canopy & Sub-canopy): NONE

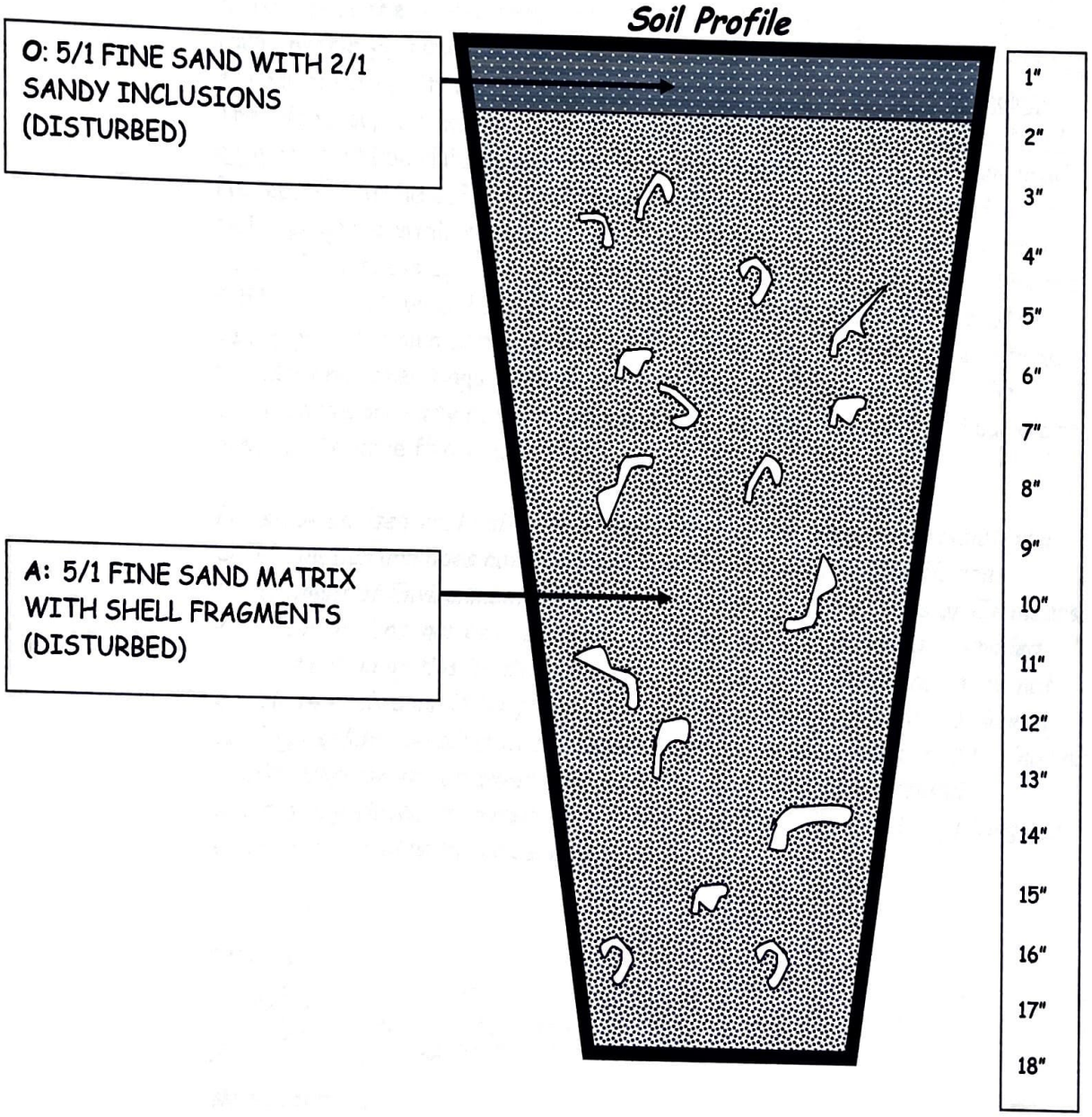
(Ground Cover): NONE

Percentage of total habitat coverage = **0%**

TYPICAL SOIL PROFILE IN THE UPLAND HABITAT AREA

(Using the 10YR page of the Munsell Soil Chart)

Soil Type: ARENT (Disturbed- soil deposited during adjacent road construction)
Hydric/Depressional: N/A



Hydrologic indicators present in this habitat area: None

Conclusion:

After careful review of aerial photographs, St. Lucie County soil maps, on-site soil samples, hydrologic conditions and botanical observations, it is my professional opinion, based on reasonable scientific judgment that Habitat #1 of this lot lies within the State of Florida's wetland regulatory jurisdiction. This opinion is based on the fact that the site characteristics of Habitat #1 satisfy all of the four wetland tests (A, B, C & D). In this habitat area I have found hydric soils in all of the sample locations, obligate plants dominating the ecological community and there is convincing evidence of wetland hydrology. Therefore, approximately 95% of this lot lies within a jurisdictional wetland area and could be claimed by both the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. Any proposed dredging or filling projects within wetland areas should require an environmental resource permit from these agencies. Fines of $10,000 per day may be imposed by the D.E.P. for unauthorized activities in wetland areas; additional fines and/or felony prosecution may be imposed by the federal government. The wetland boundary has been flagged with orange and white stripped ribbons. The approximate property corners along the roadside have been flagged using pink, green and orange fluorescent tape.

Please be advised that this assessment is an informal wetland jurisdictional determination and does not in any way bind the consultant, the Florida Department of Environmental Protection or the U.S. Army Corps of Engineers to its conclusions, nor does it convey any legal rights, expressed or implied. Persons obtaining this informal wetland jurisdictional determination are not entitled to rely upon it for purposes of compliance with provisions of law. A binding wetland jurisdictional determination can be obtained by petitioning the Florida Department of Environmental Protection for a jurisdictional declaratory statement pursuant to Rule 62-340.300, FAC, or by applying for an environmental resource permit.

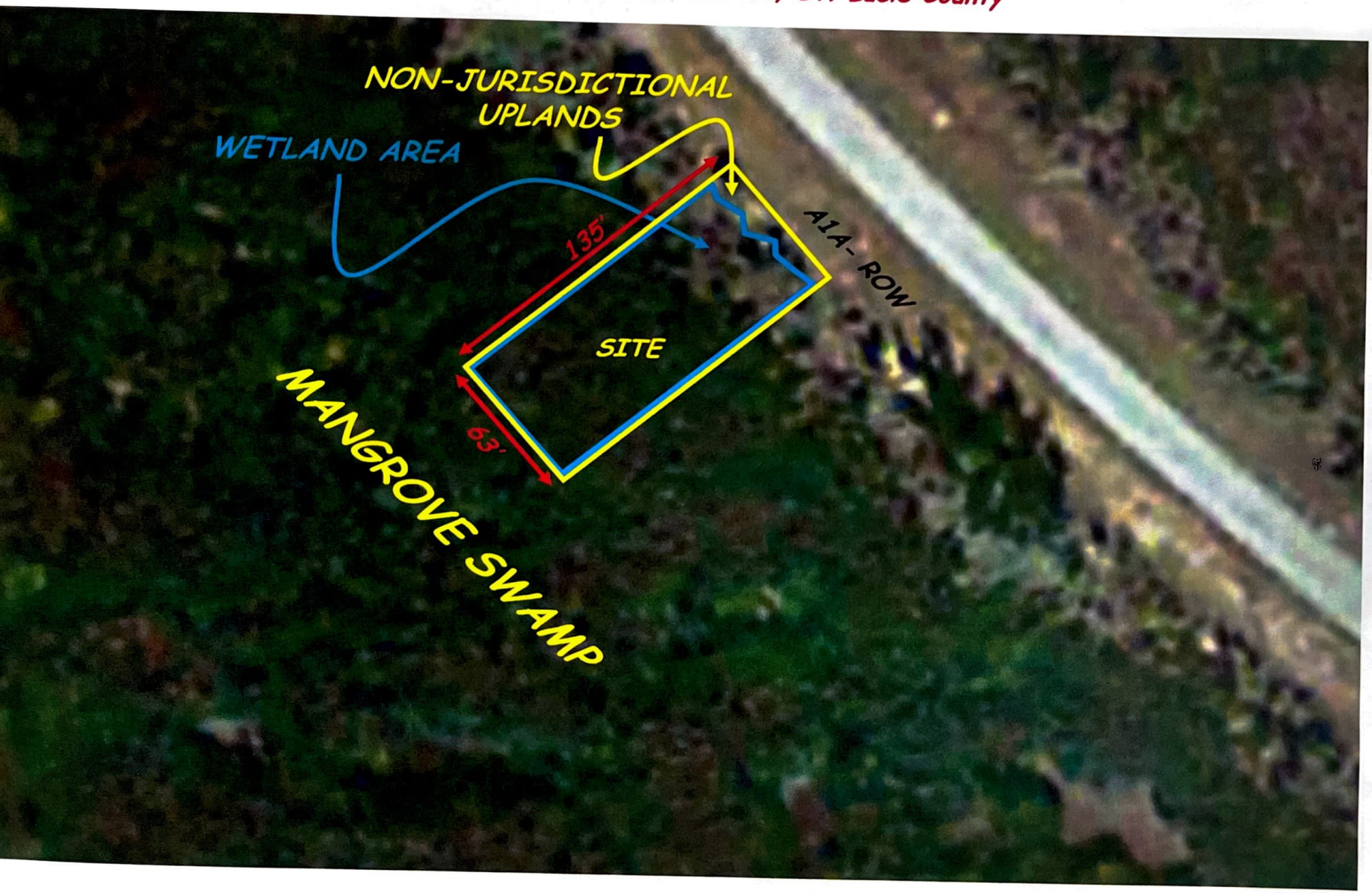
Sincerely,

Mark Youmans
Environmental Consultant

MANGROVE SWAMP
DRIVE
OCEAN
SITE
MANGROVE SWAMP

SITE MAP

PIN: 2413-501-0154-000-6
Surfside Harbor Block 10, Lot 10, St. Lucie County



SITE PHOTO'S

PIN: 2413-501-0154-000-6 ,
Surfside Harbor Block 10, Lot 10, St. Lucie County

October 11, 2006



CENTRAL WETLAND BOUNDARY LOOKING WEST

UPLAND FRINGE LOOKING WEST FROM ROAD R.O.W.



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME:	Annexation – Acerra #1 PZANN2025-00006 Ordinance 2026-005 Located near 2528 S. Ocean Drive
NOTICES PROVIDED PURSUANT TO:	City Code Section 125-37
NOTICE BY NEWSPAPER:	March 6, 2026 March 13, 2026
NOTICE BY MAIL:	February 6, 2026
NOTICE BY SIGNS:	N/A

VERIFIED BY: Chris Suneson **TITLE:** Assistant Planning Director

SIGNATURE: **DATE:** March 3, 2026

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: CHRISTOPHER SUNESON, ASSISTANT PLANNING DIRECTOR, PLANNING DEPARTMENT

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: DRAFT ORDINANCE 26-0XX - PZANN2025-00006, ACERRA #1

CAO RLS#: 26-30

DATE: JANUARY 30, 2026

I have reviewed the above Request for Legal Services (RLS) related to the draft Ordinance to approve the petition for voluntary annexation pursuant to Florida Statute 171.044. A red-lined version of the Ordinance containing minor edits and a clean version has been uploaded to the RLS. Based on the above, **the Ordinance is approved as to form and correctness**.

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

From: Kori Benton <Kori.Benton@stlucieco.gov>
Sent: Thursday, December 18, 2025 10:30 AM
To: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Aimee Cooper <Aimee.Cooper@stlucieco.gov>; Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>
Subject: RE: Proposed Annexation of Parcel 2413-501-0154-000-6 FW: Bear Point Citizen Concerns

Four (4) parcels in total along A1A:

AGENDA

Regular Meeting of the Fort Pierce Technical Review Committee to be held Thursday, December 18, 2025 at 10:00 a.m. in the William D. Dar

New Business:

a. **PZVAR2025-00009**
Variance - Lot Coverage
Helseth Residence
1601 Frances Avenue

b. **PZANN2025-00006**
Annexation
Tony Acerra
Parcel ID: 2413-501-0154-000-6

c. **PZANN2025-00008**
John Alberti
Annexation
Parcel ID: 2413-501-0155-000-3

d. **PZANN2025-00009**
Annexation
Michael Fowler and Sean Murray
Parcel ID: 2413-501-0102-000-07

e. **PZANN2025-00007**
Annexation
Tony Acerra
Parcel ID: 2413-501-158-000-4

f. **PZSITE2025-00041**
Minor Site Plan
FPUA Moore's Creek Booster Station
Parcel ID: 2409-232-0007-000-3

g. **PZSITE2025-00043**
Major Site Plan Amendment
John Carroll High School
407 S. 33rd Street

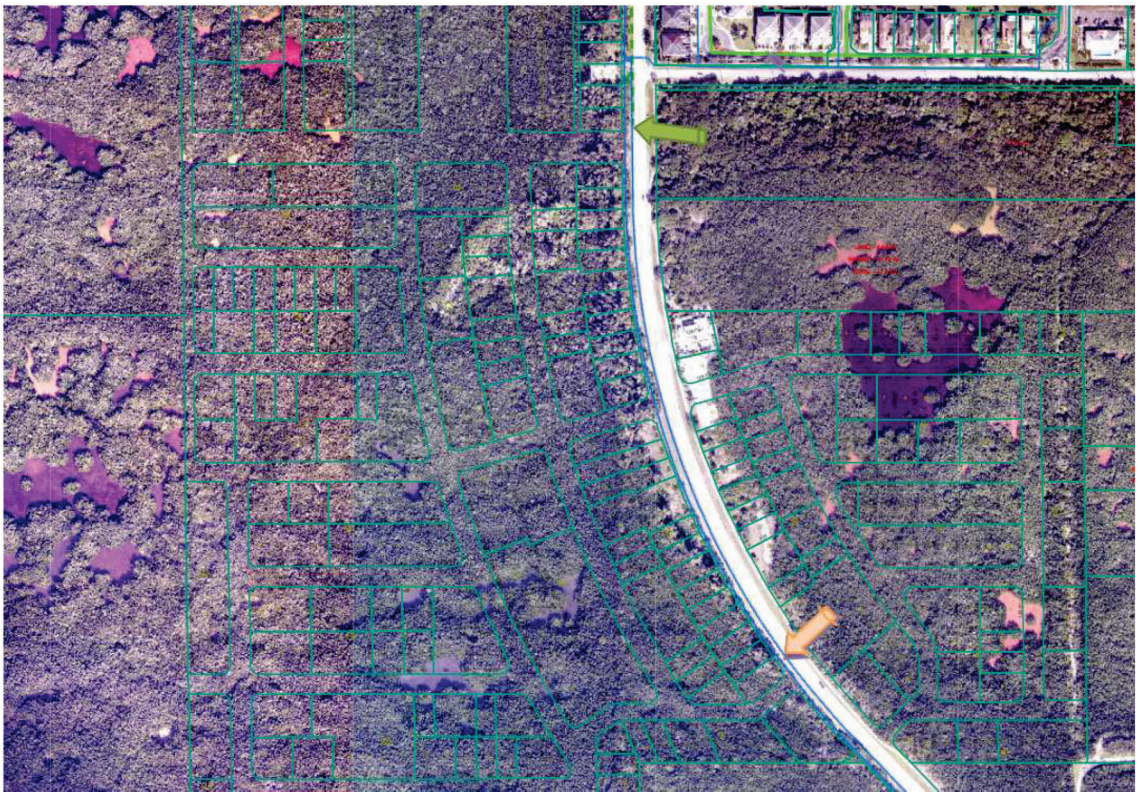
From: Kori Benton
Sent: Thursday, December 18, 2025 10:28 AM
To: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Aimee Cooper <Aimee.Cooper@stlucieco.gov>; Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>
Subject: Proposed Annexation of Parcel 2413-501-0154-000-6 FW: Bear Point Citizen Concerns

Simply an FYI:

Agenda - View Meetings
https://destinyhosted.com/fortpdocs/2025/TRC/20251218_4156/27596%5FPZANN2025%2D00006%2C%5FApplication%5FFiles.pdf

From: Kori Benton
Sent: Wednesday, July 16, 2025 11:06 PM
To: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>; Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Daniel Zrallack <Daniel.Zrallack@stlucieco.gov>
Cc: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Christopher B. Roe <croe@bmolaw.com>
Subject: RE: Bear Point Citizen Concerns

Thank you for keeping us in the loop. Utilities (FPUA), Wetlands (FDEP/Army Corp), Access (FDOT) and desired Annexation (COFP), the same if/then scenarios for decades – aside from the recent reversal of FPUA's service restriction.



From: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>
Sent: Wednesday, July 16, 2025 4:12 PM
To: Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Daniel Zrallack <Daniel.Zrallack@stlucieco.gov>; Kori Benton <Kori.Benton@stlucieco.gov>
Cc: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Christopher B. Roe <croe@bmolaw.com>
Subject: FW: Bear Point Citizen Concerns

From: Christine Westenhaver <Christine.Westenhaver@stlucieco.gov>
Sent: Wednesday, July 16, 2025 3:55 PM
To: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>
Cc: Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; James Clasby <James.Clasby@stlucieco.gov>
Subject: Bear Point Citizen Concerns

Good afternoon,

I wanted to follow up regarding a recent conversation I had with a citizen, Tony Acerra, concerning his property located in Bear Pointe on South Hutchinson Island.

Mr. Acerra mentioned that he has previously spoken with several of you regarding his ongoing situation. He explained that his most recent petition was denied and that he has been working with both the County and the City of Fort Pierce in an effort to either have his lot approved for septic or annexed into the City to connect to the sewer system.

According to Mr. Acerra, due to zoning changes by the County, his property—along with others in the area—was not grandfathered in, leaving him unable to build or sell after owning the lot for over 20 years.

He is respectfully requesting that the County consider offering relief by allowing, at a minimum, the front-facing lots along A1A to be annexed into the City of Fort Pierce, which would enable property owners like himself to connect to sewer and move forward with building or selling.

For your reference, I have attached a screenshot of Mr. Acerra's lot.

Thank you in advance for any guidance and/or updates,

Christine

Christine Westenhaver | Executive Aide to Commissioner James Clasby District 1
Work phone: (772) 462-1410 | 2300 Virginia Ave. Fort Pierce, FL 34982
[facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov | [instagram.com/stluciegov]instagram.com/stluciegov | [youtube.com/stluciegov]youtube.com/stluciegov



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

Outlook

RE: Surfside Harbor parcels off from AIA on Hutchison Island

From Aimee Cooper <Aimee.Cooper@stlucieco.gov>

To Thomas Reetz <Thomas.Reetz@stlucieco.gov>; Irene Szedlmayer <Irene.Szedlmayer@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Thad Crowe <Thad.Crowe@stlucieco.gov>; Irene Szedlmayer <Irene.Szedlmayer@stlucieco.gov>; Tahir Curry <Tahir.Curry@stlucieco.gov>; Erin Lees <Erin.Lees@stlucieco.gov>; Kori Benton <Kori.Benton@stlucieco.gov>; Angela M. Vassar <Angela.M.Vassar@stlucieco.gov>; Lisa Shore <Lisa.Shore@stlucieco.gov>

Cc Amy Griffin <Amy.Griffin@stlucieco.gov>; Brian Arbeiter <Brian.Arbeiter@stlucieco.gov>; Bryan-James Redden <Bryan-James.Redden@stlucieco.gov>; Lydia Galbraith <Lydia.Galbraith@stlucieco.gov>; Grant M. Chambers <Grant.M.Chambers@stlucieco.gov>; Jennifer McGee <Jennifer.L.McGee@stlucieco.gov>; Brion Pauley <Brion.Pauley@stlucieco.gov>

5 attachments (12 MB)

Department of the Interior to SLC about CBRA Areas.pdf; 1-Hutchinson Island Unit P11.pdf; 2-Hutchinson Island Unit P11.pdf; Fwd: Clevenger Parcel - Utilities Inquiry; FLDEP_DSL_OES_FF_22_IndianRiverLagoonBlueway.pdf;

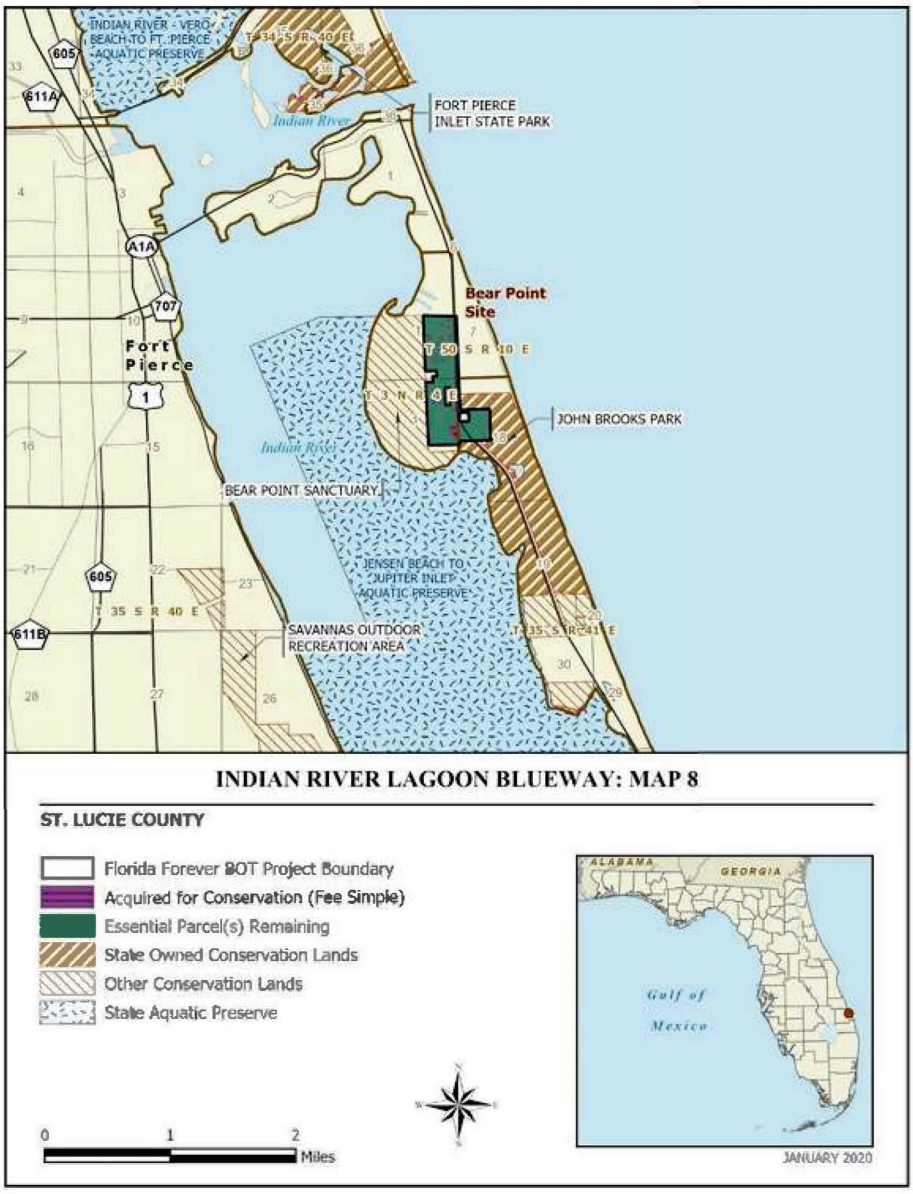
Good afternoon,

US Fish and Wildlife (FWS) administered the Coastal Barrier Resources Act (CBRA), which encourages the conservation of storm-prone and dynamic coastal barriers by withdrawing the availability of federal funding and financial assistance within a designated set of units known as the Coastal Barrier Resources System (CBRS). With the passage of CBRA in 1982, Congress recognized that certain actions and programs of the Federal Government have historically subsidized and encouraged development on coastal barriers, resulting in the loss of natural resources, threats to human life, health, and property, and the expenditure of millions of tax dollars each year. CBRA seeks to minimize these effects by restricting federal funding and financial assistance affecting the CBRS. CBRA does not prohibit the expenditure of private, state, or local funds within the CBRS. Additionally, it does not prevent federal agencies from issuing permits or conducting environmental studies. Areas within the CBRS may be developed, provided that private developers or other non-federal parties bear the full cost and risk.

Please find the following attached:

- CBRA Maps from the FWS website.
- A letter from the Department of the Interior dated January 27, 1988, in response to inquiries by the Planning and Zoning Director at that time regarding CBRA as it affects the provisions of public services on Hutchinson Island.
- A 2019 historical email from ERD Staff sent to our Legal Department and their response which states the letter is still applicable.

In summary, it has been our understanding that the US Department of the Interior indicated Fort Pierce Utility Authority (FPUA) could not allow connections to their sewer service mains for properties located within the designated CBRA Zone due to their previous use of federal funding. That being said, also mentioned in the email are concerns ERD staff has with installing septic systems near or within areas recognized as environmentally sensitive lands (ESLs), such wetlands, especially Category I wetlands, which are those with a hydrological connection to natural water bodies such as the Indian River Lagoon.



Map 9: FNAI, January 2020

Additionally, these parcels within the Surfside Harbor Plat are considered and have been identified as Essential Parcels Remaining for acquisition through the Indian River Lagoon Blueway program. Acquisition of this project will be a coordinated effort between directly involved local governments, water management districts and the State. The five counties (Volusia, Brevard, Indian River, St. Lucie and Martin) and the WMDs (SJRWMD and SFWMD) have sent resolutions in support of this project. Please find attached the **Indian River Lagoon Blueway** project Florida Forever 5-Year Plan for reference.

I hope this information is helpful. Please let me know if I can provide you with any additional information or if you would like to further discuss.
Thank you,
Aimee

Aimee L. Cooper | Environmental Regulations Manager | Environmental Resources Department
ERD Main: 772-462-2526 | Direct: 772-462-6440 | Cell: 772-971-5564 | 3398 Selvitz Road, Fort Pierce 34981
ERD Website | [facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov | [instagram.com/stluciegov]instagram.com/stluciegov | [youtube.com/stluciegov]youtube.com/stluciegov

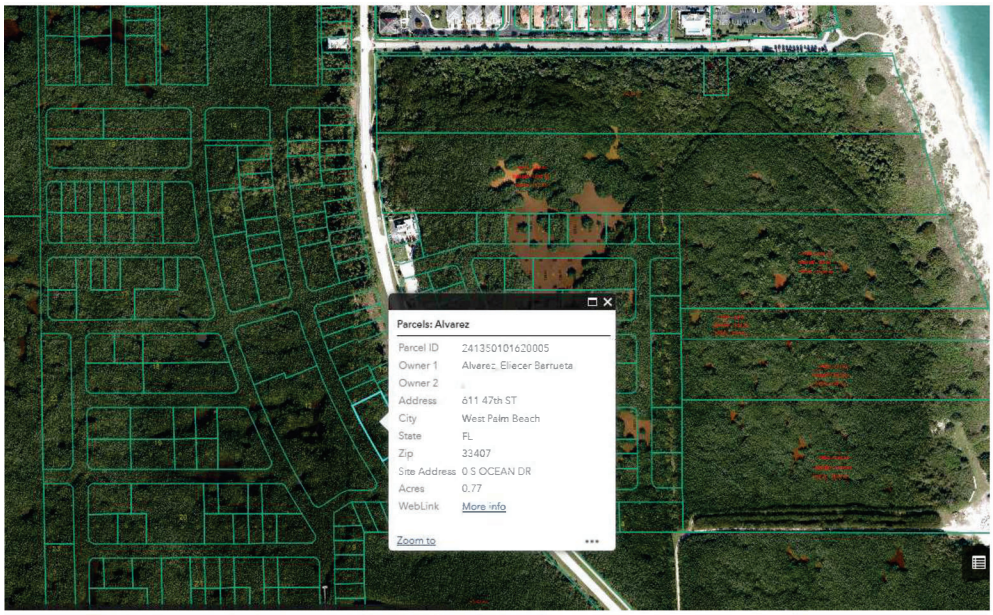


From: Thomas Reetz
Sent: Friday, March 15, 2024 12:25 PM
To: Irene Szedlmayer ; Benjamin Balcer ; Thad Crowe ; Irene Szedlmayer ; Tahir Curry ; Erin Elizabeth Taylor ; Kori Benton ; Angela M. Vassar ; Lisa Shore
Cc: Amy Griffin ; Aimee Cooper ; Brian Arbeiter ; Bryan-James Redden ; Lydia Galbraith ; Grant M. Chambers
Subject: Surfside Harbor parcels off from AIA on Hutchison Island

Team Members, I had inquiry from a property owner who recently purchased parcels with a legal description of Surfside Harbor BLK 13 Lots 11, 12, 13, 14 and 15. (See owner info below)

1. The property and surrounding parcels were platted in the 20's. (Surfside Harbor)
2. The property in question is landlocked and appears to be in an Estuarine and Marine type wetland.
3. The property would need access/egress improvements as well as water/wastewater connections.

The cost implications of developing such properties are obvious and confirmed by the Property Appraiser's accessed and taxable value. (in this case $1000)
I spoke with Irene S. in our department, and she affirmed that we have had several inquiries about the developability of the properties in the past.
Am I missing anything form the list above and is there Departmental consensus of the developability of these parcels?





Tom Reetz | Planner II | Planning & Development Services
Ph: 772-462-2399 | 2300 Virginia Ave. Fort Pierce 34982
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ST. LUCIE COUNTY FLORIDA

Since 2016 BEST places to work ST. LUCIE COUNTY

United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

January 27, 1988

✓ COM	✓ ENG	REC/PKS	APPR
AGR	HumSVC	PERS	CLERK
AssIAD	LANDFL	PURCH	TX CO
P & A	LIBRY	ROADS	ELECTN
✓ ATTY	M-IDM	SvcSTA	SHER
✓ ClkSEC	M-IDIR	V.A.	P/PUB
DATA	MOSQ	Y.H.	
	911	F.MIN	
OTHER	Harry Schindelette Water & Sewer Authority		

RECEIVED FEB 2 1988 COMMUNITY DEV ST. LUCIE CO. FL

Mr. Terry L. Hess
Planning and Zoning Director
St. Lucie County Board of Commission ers
2300 Virginia Avenue
Fort Pierce, Florida 33482-5652

Dear Mr. Hess:

Secretary Hodel has asked me to respond to your December 16, 1987, letter regarding the Coastal Barrier Resources Act (Act) as it affects the provision of public services on Hutchinson Island, Florida.

As noted in your letter, Federal assistance cannot be used to provide services to development within the two Coastal Barrier Resources System (System) units on Hutchinson Island, P10A (Blue Hole) and P11 (Hutchinson Island). You are concerned about extending water/wastewater service facilities through these System units to developed areas beyond the System.

You have raised two specific questions about the proposed service expansion in relation to the System units:

1) "Assuming that a wastewater transmission line was constructed entirely with non-federal monies from the developed portions of South Hutchinson Island to service those areas not included within CBRA Unit P-11 to the existing Ft. Pierce Utility Authority wastewater treatment plant facilities, would the construction and connection of this service line to these treatment facilities place the Authority in jeopardy of losing future federal support funds for the operation/upgrade of this system? It is conceivable that connections might be desirable from this service line to properties designated as Undeveloped Coastal Barriers."

2) "If the above scenario is not permissible, could restrictions be placed on this service line that it only serve those properties not included within a CBRA Unit?"

Similar questions have been raised by officials in Brevard County, Florida. As stated in the enclosed memorandum from Charles P. Raynor, Assistant Solicitor for Fish and Wildlife, to the Fish and Wildlife Service's Assistant Regional Director, "service could be extended through the unit only if (1) no federal funds are used to cover the cost of the sewer line through the unit, including not only construction costs, but future costs such as maintenance and repairs, and (2) service from the federally-funded plant to the CBRS unit is absolutely prohibited." Of course, if no federal funds

NOTE: ON "ADDITIONS" TO RM 2.9.1
WAL
2-9-88

3504, prevents Federal agencies from funding or assisting activities outside of a CBRS unit that have as their purpose serving the unit. The County contends, however, that development of the South South Beaches area is likely to proceed whether or not sewer service is extended to the area and that it is economically unsound to serve the area south of the Coconut Point Unit with a separate wastewater treatment facility. Moreover, the County asserts that development in the absence of sewer service will be based on septic tanks or package plants, which will have significant adverse effects on water quality and shellfish. For these reasons, the County wishes to extend the service area of the existing facility both to and across the CBRS unit.

The EPA agreed with the County to consult with the Fish and Wildlife Service on a compromise sewer service plan. Under this plan, Brevard County would be authorized to provide sewer service from the existing wastewater facility to the area south of the CBRS unit subject to two principal conditions:

1. Construction of the sewer line through the CBRS unit will be limited to the existing right-of-way for U.S. Highway A1A.

2. No connections will be made to the sewer line through the unit and no service will be provided to support any existing or future development within the unit.

Although the EPA has not requested consultation on serving the CBRS unit itself, the County clearly is still interested in this issue. We therefore will consider it as well.

DISCUSSION

Section 5(a) of the CBRA provides, in pertinent part:

> [e]xcept as provided in section 6, no new expenditures or new financial assistance may be made available under authority of any Federal law for any purpose within the Coastal Barrier Resources System . . . .

These purposes include, but are not limited to "the construction or purchase of any structure, appurtenance, facility or related infrastructure," section 5(a)(1), and clearly include sewage facilities such as sewage lines, H.R. Rep. No. 841, 97th Cong., 2d Sess. 15 (Sept. 21, 1982). Section 5 clearly prohibits Federal funding of the construction or purchase of structures or facilities within the CBRS, Sen. Rep. No. 419, 97th Cong., 2d Sess. 6-7 (May 26, 1982), but also prohibits Federal funding of activities outside the CBRS that have purposes within the CBRS, see May 23, 1986, letter from Gale A. Norton to Ruth M. Fountain, supra. Section 5 in no way prevents private or State or local government funding of activities with purposes within the CBRS. Sen. Rep. No. 419, 97th Cong., 2d Sess. 7 (May 26, 1982). Section 5 applies without regard

to whether a particular project is designed to benefit an area outside the CBRS. H.R. Rep. No. 928, 97th Cong., 2d Sess. 13 (Oct. 1, 1982).

Section 6 provides that, notwithstanding the general prohibition in section 5, a Federal agency may make Federal funds available for projects having purposes within the CBRS if the agency consults with the Secretary of the Interior and if the activity to be funded is covered by one of the specific exceptions set forth in section 6. Only two of the exceptions are directly applicable to the proposed extension of sewer service to the South South Beaches area. Section 6(a)(3) provides an exception for:

> maintenance, replacement, reconstruction, or repair, but not the expansion, of publicly-owned or publicly-operated roads, structures, or facilities that are essential links in a larger network or system.

The section 6(a)(6)(F) exception is similar, except that it applies to roads, structures, or facilities whether or not they are essential links in a larger system and applies only if Federal funding of the activity would be consistent with the purposes of the CBRA.

Extension of Sewer Service to the Coconut Point Unit

Extension of sewer service from the existing Federally-funded facility to the Coconut Point Unit clearly would constitute Federal financial assistance for a purpose within the CBRS and therefore would be generally prohibited by section 5. Moreover, since the extension of service would constitute an expansion of a publicly-owned or operated structure or facility, it could not qualify under either section 6(a)(3) or 6(a)(6)(F) for an exception from the section 5 prohibition. Furthermore, no other section 6 exception covers the proposed extension of sewer service to the CBRS unit.

Brevard County has asked the Service to consider whether the environmental benefits that may ensue from the proposed extension could nonetheless justify an exception from the funding prohibition. The County contends that the South South Beaches area, including the CBRS unit, will be developed based upon septic tanks and package plants if sewer service is not extended to the area. These can result in detrimental environmental impacts, including water pollution and shellfish contamination. The County asserts that an exception from the CBRA Federal funding prohibition is warranted, because these adverse environmental impacts would be avoided if the South South Beaches area were linked up to the existing wastewater facility.

We acknowledge that such an exception might be sensible and even consistent with the purposes of the CBRA. The CBRA does not, however, contain such a general environmental cost-benefit

exception to the general funding prohibition. The only exceptions are those in section 6, and, as discussed above, none applies to the County's proposal.

Extension of Service Through the Coconut Point Unit to the South South Beaches Area

The EPA's request for consultation assumes correctly that service from the existing Federally-funded wastewater facility may not extend to the Coconut Point Unit. The EPA has instead asked whether a sewer line may be built through the Coconut Point Unit to serve the area south of the Unit. The EPA would require that the line be constructed on the existing right-of-way of U.S. Highway AIA and that no connections or service be allowed to the Unit.

This proposal may be implemented under CBRA only if no Federal funds or financial assistance are made available for the construction and future maintenance, replacement, reconstruction or repair of that portion of the line that is located within the boundaries of the Coconut Point Unit. Section 5 of the CBRA explicitly prohibits Federal expenditures or financial assistance for construction of facilities such as sewer lines within the CBRS. That the sewer line would serve or benefit only areas outside the CBRS is irrelevant. H.R. Rep. No. 928, 97th Cong., 2d Sess. 13 (Oct. 1, 1982).

The CBRA would not, however, prevent the County from serving the area south of the Coconut Point Unit via a non-Federally funded sewer line across the Unit. Such a scheme would involve neither Federal financial assistance within the CBRS nor Federal financial assistance to an activity for the purpose of serving development within a CBRS unit, each of which would be prohibited under section 5. Accordingly, the proposal referred to the Service by the EPA would not violate the CBRA prohibition on Federal funding, if EPA imposes a further condition requiring that no Federal funds will be made available for construction and future maintenance of the portion of the sewer line that would cross the CBRS unit.

Conclusion

The Coastal Barrier Resources Act prohibits the Environmental Protection Agency from allowing service from the existing Federally-funded South Beaches Regional Wastewater Facility to be extended to the Coconut Point Unit of the Coastal Barrier Resources System. The CBRA also prohibits the EPA from making Federal funds available for construction and maintenance of a new sewer line across the Unit. The EPA may, however, allow and fund extension of

service to the area south of the Unit, provided that no service is allowed from the new line to the Unit and provided further that no Federal funds are used for construction and maintenance of the portion of the line within the Unit.

For further advice please contact David Gayer (343-2172).

cc: Assistant Director, Fish and Wildlife Enhancement, FWS
Coastal Barriers Coordinator, FWS



JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

Hutchinson Island Unit P11/P11P (1 of 2)

This map was produced by the U.S. Fish and Wildlife Service from a map dated March 18, 2016, that was made effective on December 21, 2018, via Public Law 115-358. The boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) on this map are identical to the boundaries on the map adopted by Public Law 115-358. This map supersedes all prior maps depicting the CBRS boundaries in this location.

The seaward side of the CBRS unit includes the entire sand-sharing system, including the beach and nearshore area. The sand-sharing system of CBRS units is normally defined by the 30-ft bathymetric contour. In large coastal embayments and the Great Lakes, the sand-sharing system is defined by the 20-ft bathymetric contour or a line approximately one mile seaward of the shoreline, whichever is nearer the coastal barrier.

For additional information about the Coastal Barrier Resources Act or CBRS, please visit www.fws.gov/cbra.

N

1:24,000

0 0.25 0.5 1 1.5 2 Miles

0 1,000 2,000 4,000 6,000 8,000 Feet

0 0.25 0.5 1 1.5 2 Kilometers

System Unit Boundary

Otherwise Protected Area (OPA) Boundary; OPAs are identified on the map by the letter "P" following the unit number

Approximate State Boundary

$^{36}54^{000m}N$ 2000-meter Universal Transverse Mercator grid values

Imagery Date(s): 2012

Imagery Source(s): Florida Department of Transportation

Coordinate System: Universal Transverse Mercator
Zone 17 North
North American Datum 1983

Map 12-045B **December 21, 2018**



JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

Hutchinson Island Unit P11 (2 of 2)

This map was produced by the U.S. Fish and Wildlife Service from a map dated March 18, 2016, that was made effective on December 21, 2018, via Public Law 115-358. The boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) on this map are identical to the boundaries on the map adopted by Public Law 115-358. This map supersedes all prior maps depicting the CBRS boundaries in this location.

The seaward side of the CBRS unit includes the entire sand-sharing system, including the beach and nearshore area. The sand-sharing system of CBRS units is normally defined by the 30-ft bathymetric contour. In large coastal embayments and the Great Lakes, the sand-sharing system is defined by the 20-ft bathymetric contour or a line approximately one mile seaward of the shoreline, whichever is nearer the coastal barrier.

For additional information about the Coastal Barrier Resources Act or CBRS, please visit www.fws.gov/cbra.

N

1:24,000

0 0.25 0.5 1 1.5 2 Miles

0 1,000 2,000 4,000 6,000 8,000 Feet

0 0.25 0.5 1 1.5 2 Kilometers

- System Unit Boundary
- Otherwise Protected Area (OPA) Boundary; OPAs are identified on the map by the letter "P" following the unit number
- Approximate State Boundary
- 3654000mN 2000-meter Universal Transverse Mercator grid values

Imagery Date(s): 2012, 2013

Imagery Source(s): Florida Department of Transportation

Coordinate System: Universal Transverse Mercator
Zone 17 North
North American Datum 1983

Map 12-046B **December 21, 2018**

Outlook

Fwd: Clevenger Parcel - Utilities Inquiry

From Jennifer McGee <Jennifer.L.McGee@stlucieco.gov>

To Leslie Olson <Leslie.Olson@stlucieco.gov>; Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Amy Griffin <Amy.Griffin@stlucieco.gov>; Mike Middlebrook <Mike.Middlebrook@stlucieco.gov>; George Landry <George.Landry@stlucieco.gov>

2 attachments (19 KB)

image008.png; image008.png;

FYI per our discussion please see below email string related to CBRA zone issue and connection to FPUA.
Thanks,
Jenn

Sent from my iPad

Begin forwarded message:

> **From:** Jennifer McGee </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP /CN=RECIPIENTS/CN=B79978AF31DD4A9E97B17327C00A021C-JENNIFER MC>
> **Date:** September 16, 2019 at 8:10:00 AM EDT
> **Subject: FW: Clevenger Parcel - Utilities Inquiry**
>
> Just fyi
> *Jennifer McGee*, PWS
> Senior Environmental Planner
> St Lucie County Environmental Resources Department
>
> *St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.*
> www.StLucieCo.gov/CustomerSurveyERD
>
> **From:** Daniel McIntyre
> **Sent:** Monday, September 16, 2019 7:53 AM
> **To:** Jennifer McGee <McGeeJ@stlucieco.org>
> **Cc:** Mark Satterlee <satterleem@stlucieco.org>; Amy Griffin <griffina@stlucieco.org>
> **Subject:** FW: Clevenger Parcel - Utilities Inquiry
>
> **From:** GildanP@gtlaw.com <GildanP@gtlaw.com>
> **Sent:** Friday, September 13, 2019 4:51 PM

To: Daniel McIntyre <MCIND@stlucieco.org>
Cc: George Landry <LandryG@stlucieco.org>
Subject: RE: Clevenger Parcel - Utilities Inquiry

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe. Questions, call Customer Service at 772-462-2146.

Dan – Looks like the 1986 letter would apply (thought the current Administration/Dept. of Interior may have a different interpretation which might be worth requesting or having the County's lobbyists request). Another alternative that might be worth trying is to propose that any sewer connections in the restricted area repay a proportionate share of the original grant monies to the Dept. of Interior related to capacity to be used by these homes (and therefore argue that no federal funds were used to provide the service).

Phillip C. Gildan
Shareholder

Greenberg Traurig, P.A.
777 S. Flagler Drive, Suite 300 East | West Palm Beach, FL 33401
T +1 561.650.7967 | F +1 561.655.6222
GildanP@gtlaw.com | www.gtlaw.com | View GT Biography

GT GreenbergTraurig

From: Daniel McIntyre [mailto:MCIND@stlucieco.org]
Sent: Friday, September 13, 2019 4:08 PM
To: Gildan, Phillip (Shld-WPB-CP) <GildanP@gtlaw.com>
Cc: George Landry <LandryG@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry
EXTERNAL TO GT

From: Jennifer McGee <McGeeJ@stlucieco.org>
Sent: Friday, September 13, 2019 4:04 PM
To: Daniel McIntyre <MCIND@stlucieco.org>
Cc: Amy Griffin <griffina@stlucieco.org>; Benjamin Balcer <BalcerB@stlucieco.org>; Aimee Cooper <CooperA@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry

Good afternoon Dan,

I was wondering if you could review and possible meet to discuss an issue we are encountering with FPUA sewer connections as it relates to restrictions regarding the Coastal Barrier Resources Act. As detailed in the attached letter from 1986, the US Department of the Interior indicated FPUA could not allow connections to their sewer service mains for properties located within the designated CBRA Zone due to their previous use of federal funding. At least that is my understanding after reviewing the correspondence and speaking with FPUA staff. Given your historical knowledge with the County, I was hoping perhaps you may recall this issue arising before and may be able to offer to insight.

This came to our attention as we have received an application for a Category I wetland waiver for two parcels fronting S. Ocean Drive to develop a single family residence on septic (since FPUA instructed the applicant they would not be permitted to connect to their sewer main). ERD staff has concerns over installing a septic system in this location, as it is a Category I wetland that is directly connected to the Indian River Lagoon. This is especially concerning when FPUA has a central sewer service line located directly adjacent. As such, we would like to review these findings with you and find out if indeed this interpretation is correct and if so what actions we could explore to petition for an exemption or other action should the BOCC support such an endeavor to prevent adverse impacts to water quality in this area.

Thank you for your assistance,
Jenn

Jennifer McGee, PWS
Senior Environmental Planner
St Lucie County Environmental Resources Department

St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.
www.StLucieCo.gov/CustomerSurveyERD

From: James Carnes [mailto:jcarnes@fpua.com]
Sent: Friday, September 13, 2019 3:29 PM
To: Jennifer McGee <McGeeJ@stlucieco.org>
Cc: Richard Mutterback <rmutterback@fpua.com>
Subject: FW: Clevenger Parcel - Utilities Inquiry

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Attached is the documentation highlighting our discussions from today.

JAMES CARNES III, P.E.
Supervising Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34984
772.466.1600 Ext. 3472
772.468.2414 Fax

From: Richard Mutterback
Sent: Friday, September 13, 2019 12:23 PM
To: James Carnes <jcarnes@fpua.com>
Subject: FW: Clevenger Parcel - Utilities Inquiry

See below. I feel like you could explain FPUA's stance and future direction of allowing single family homes to connect better than I could, if you don't mind to give her a call.
Thanks,

Richard Mutterback
Environmental Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34947
772.466.1600 Ext. 3425
772.468.2414 Fax

From: Jennifer McGee [mailto:McGeeJ@stlucieco.org]
Sent: Thursday, September 12, 2019 3:41 PM
To: Richard Mutterback <rmutterback@fpua.com>
Cc: Amy Griffin <griffina@stlucieco.org>; Benjamin Balcer <BalcerB@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry

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

Good afternoon,
I was wondering if you would have a few moments to discuss the below email string. According to this applicant, FPUA will not allow connection to sewer for single family residential even though a force main is located directly adjacent to the parcel in question. I would like to discuss further the reasoning for this restriction or if there are any alternative options, as the applicant is requesting to place a new septic system within a Category I wetland which is directly connected to the Indian River Lagoon and staff has a great deal of concerns with this proposal when central sewer is available within such close proximity. My direct line is 772-462-3862.
Thanks,
Jenn

Jennifer McGee, PWS
Senior Environmental Planner
St Lucie County Environmental Resources Department

St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.
www.StLucieCo.gov/CustomerSurveyERD

From: Bill Pittsley [mailto:billp@mbveng.com]
Sent: Wednesday, August 21, 2019 1:47 PM
To: Jennifer McGee <McGeeJ@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry
Jen,
I found the correspondence regarding the FPUA Sewer. See Richard's comments below.
Regards,
Bill

William F. Pittsley III
Project Manager, MBV Engineering, Inc.
P: 772.569.0035 x121

From: Richard Mutterback <rmutterback@fpua.com>
Sent: Monday, March 25, 2019 3:43 PM
To: Bill Pittsley <billp@mbveng.com>
Subject: RE: Clevenger Parcel - Utilities Inquiry
Water is available. The only wastewater in that area is a 12" force main, and at this time FPUA does not allow residential homes to connect to force mains.

Richard Mutterback
Environmental Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34947
772.466.1600 Ext. 3425
772.468.2414 Fax

From: Bill Pittsley [mailto:billp@mbveng.com]
Sent: Monday, March 25, 2019 1:51 PM
To: Richard Mutterback <rmutterback@fpua.com>
Subject: Clevenger Parcel - Utilities Inquiry

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

Richard,

Does FPUA have Water & Sewer service available at this location?
Property cards attached.
This is a proposed single-family on a double lot.
Bill

William F. Pittsley III
Project Manager, MBV Engineering, Inc.
1835 20th Street, Vero Beach, Florida 32960
P: 772.569.0035 x121 F: 772.778.3617
www.mbveng.com



Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

(For additional information, go to http://www.fpua.com/important_information/privacy.php)

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

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If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate the information.

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

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

SCN StLucie-IndianRv-Stuart 03/06/2026, 03/13/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/13/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	$846.80	
Tax Amount:	$0.00	
Payment Cost:	$846.80	
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PO #:		

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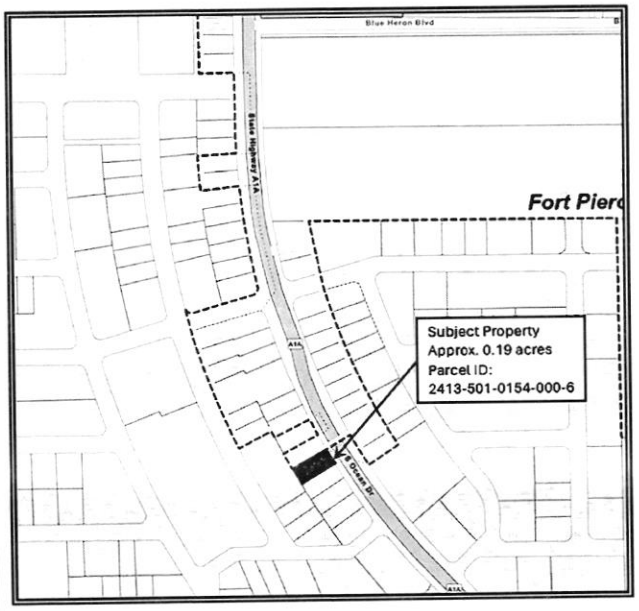
Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 16, 2026 at 5:05 p.m., and Monday, April 6, 2026 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO 26-005 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 0.19 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL (RL); ESTABLISHING THE ZONING DESIGNATION OF SINGLE-FAMILY LOW DENSITY ZONE (R-1); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

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

/s/ Linda W. Cox, City Clerk
Publish: 3/6/2026 and 3/16/2026

TR-43602713

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 04/06/2026

Re: PZANN2025-00008, Parcel ID: 2413-501-0155-000-3; Ordinance 26-006

Submitted For: Christopher Suneson, Assistant Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 26-006 - Review and approval of a Voluntary Annexation by owner, John Alberti, represented by Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 0.19 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is Low Density Residential (RL) and the proposed Zoning is Single-Family Low Density Zone (R-1). Parcel ID: 2413-501-0155-000-3. SECOND READING.

SUMMARY:

Project# PZANN2025-00008

The applicant has requested review and approval of a voluntary application for the annexation of (1) parcel, containing 0.19 acres, into the City. If annexed the property would have a City Future Land Use Designation of RL, Low Density Residential, and a City Zoning of R-1, Single-Family Low Density Zone. The subject property has a St. Lucie County Future Land Use Designation of RS, Residential Suburban, 2 du/ac, and a St. Lucie County Zoning designation of HIRD, Hutchinson Island Residential District.

The current taxable value of the property is approximately $27,860. Should the application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

RECOMMENDATION:

Staff recommends the City Commission approve the proposed voluntary annexation request.

ALTERNATIVES:

1. Approval with Conditions
2. Denial

RESPONSIBLE STAFF:

Chris Suneson, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: N/A
Account: N/A
Amount: N/A
OTHER INFORMATION:
This item will not have an impact on the budget.

Attachments

Ordinance 2026-006
Staff Report
Staff Backup Material
Staff Presentation
Vicinity Map
Application
Authorization Letter
Justification Statement
Survey
Public Notice Certification
Legal Memo
Info from SLC
Proof of Publication

ORDINANCE NO. 26-006

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 0.19 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL (RL); ESTABLISHING THE ZONING DESIGNATION OF SINGLE-FAMILY LOW DENSITY ZONE (R-1); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owners have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of the current owner(s) and/or former owners of the property to be annexed; and

WHEREAS, the property is contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the City of Fort Pierce Planning Board, at their January 12, 2026, meeting, voted 5 to 1 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on February 6, 2026, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St.

Lucie County Board of County Commissioners on February 6, 2026, no fewer than ten (10) days prior to publishing or posting the ordinance notice;

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

Parcel ID: 2413-501-0155-000-3

LEGAL DESCRIPTION:

Lot 11, Block 10, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Said property containing approximately 0.19 acres and being generally located at or near 2528 S Ocean Drive, Fort Pierce, FL 34949.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2026, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be assigned a Future Land Use Designation of Low Density Residential (RL) and zoned Single-Family Low Density (R-1), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That upon this Ordinance becoming effective and in accordance with Section 125-157(1)(b) of the Municipal Code, the territorial limits of the South Beach Overlay District are hereby extended to incorporate the land herein describe on Exhibit “A”.

SECTION 5. That in accordance with Section 171.044(3), this Ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 6. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 7. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity

of any part.

SECTION 8. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 9. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 26-006 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, XXX XXth, 2026 and Sunday, XXX XXth, 2026; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, XXX, XXth, 2026; and was duly introduced, read by title only, and passed on second and final reading Monday, XXX XXrd, 2026 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this XXth day of XXX 2026.

_____
Linda Hudson
MAYOR COMMISSIONER

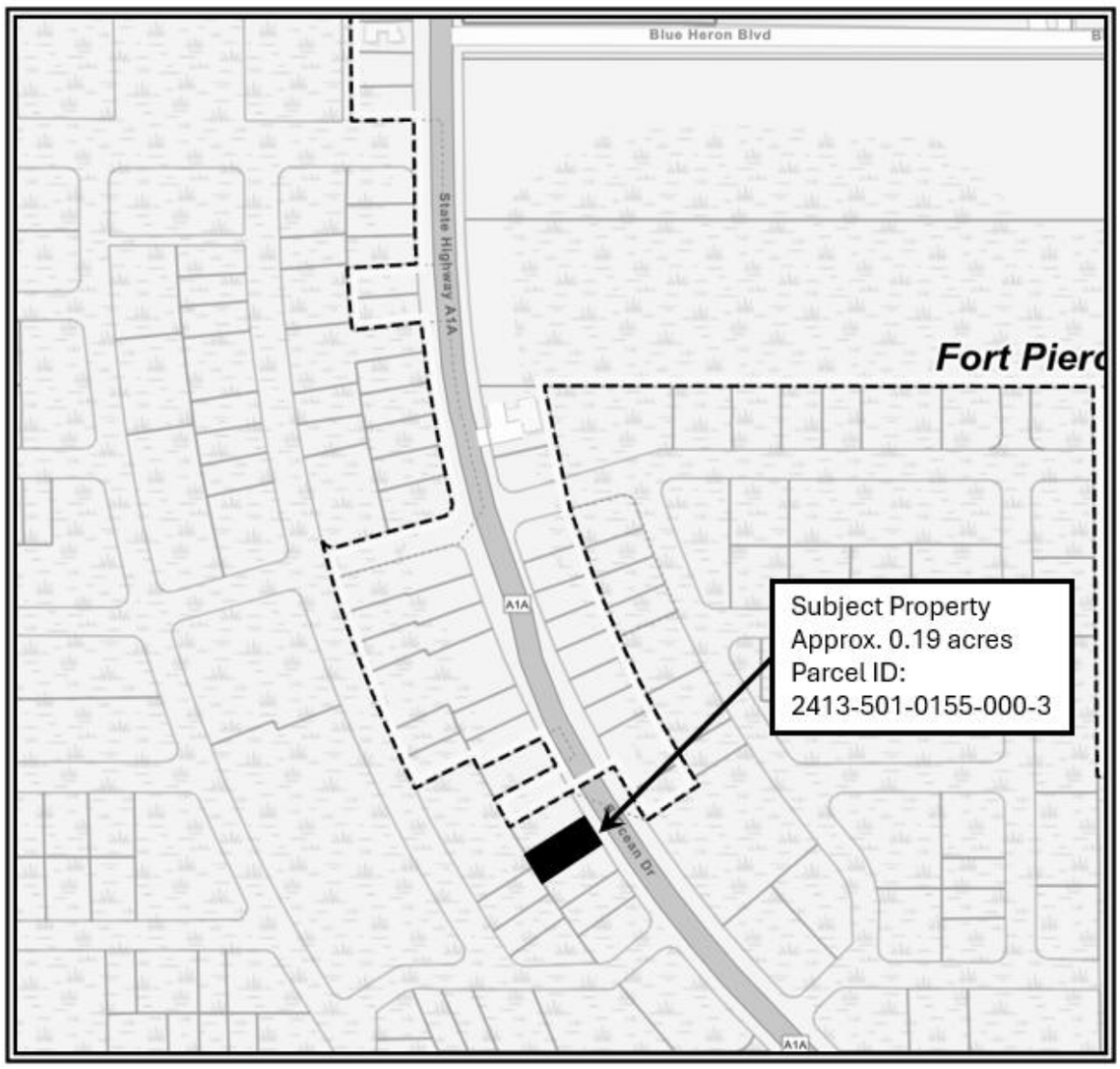
ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A

Territorial Limits Extension

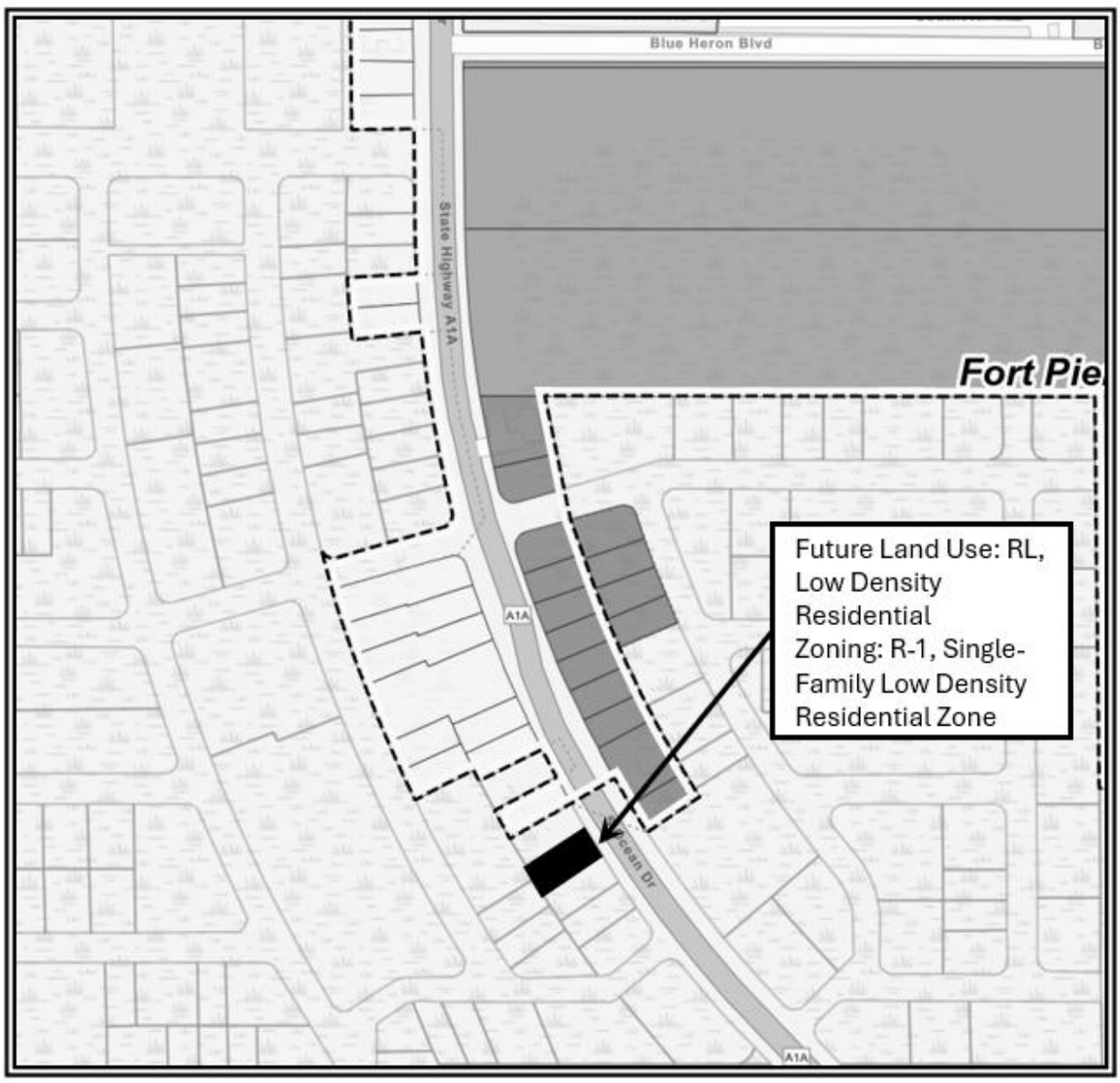


Parcel ID: 2413-501-0155-000-3

Lot 11, Block 10, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Said property containing approximately 0.19 acres

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **SINGLE-FAMILY LOW DENSITY RESIDENTIAL (R-1)** AND FUTURE LAND USE DESIGNATION OF **LOW DENSITY RESIDENTIAL (RL)**

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: PZANN2025-00008 – Alberti Property Annexation

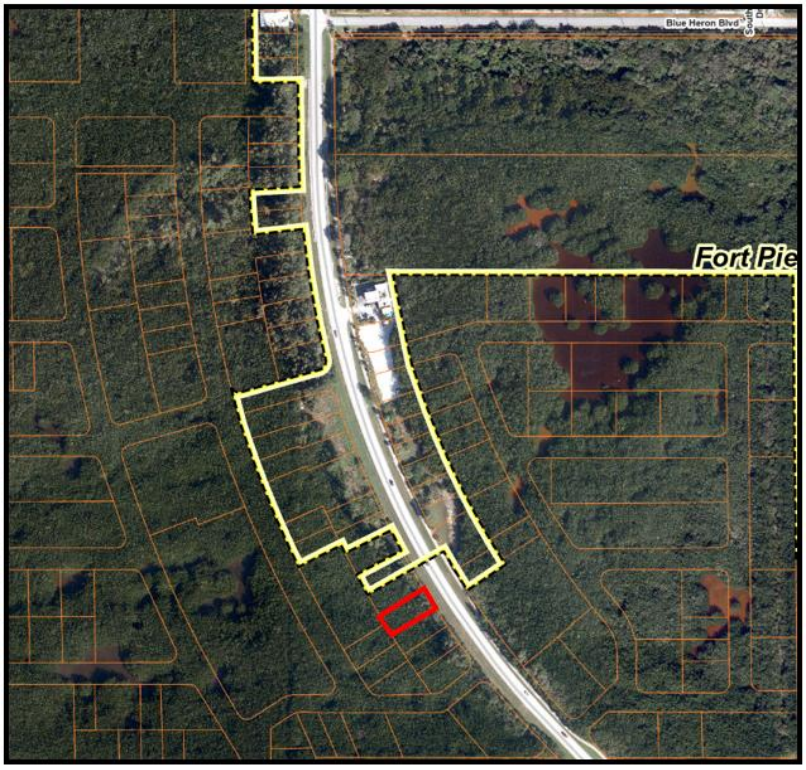
REVIEWER: CHRISTOPHER SUNESON, ASSISTANT PLANNING DIRECTOR

DATE: MARCH 16, 2026

STAFF REPORT

Owner/Applicant:	John Alberti represented by Tony Acerra
Requested Action:	Request to review and approve a voluntary application for Annexation by owner, John Alberti, represented by Tony Acerra to extend the territorial limits of the City of Fort Pierce, Florida, to include one parcel containing 0.19 acres, generally located at or near 2528 South Ocean Drive..
Location:	At or near 2528 S Ocean Drive
Parcel IDs:	2413-501-0155-000-3
Current SLC Future Land Use:	RS, Residential Suburban, 2 du/ac
Proposed Future Land Use:	RL, Low Density Residential
Current SLC Zoning:	HIRD, Hutchinson Island Residential District
Proposed Zoning:	R-1, Single-Family Low Density Zone

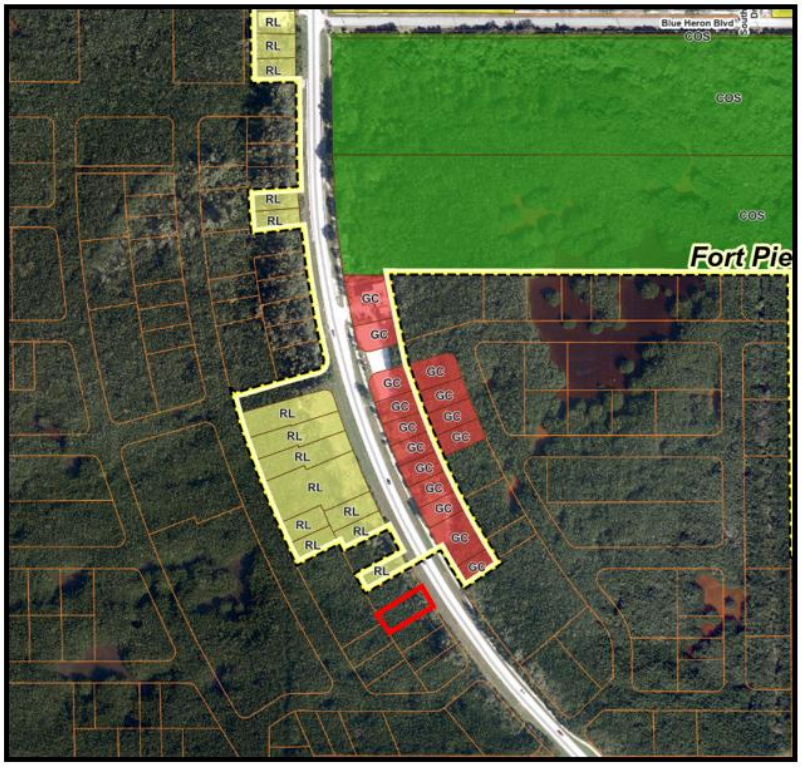
Location Map:



Future Land Use County Map:



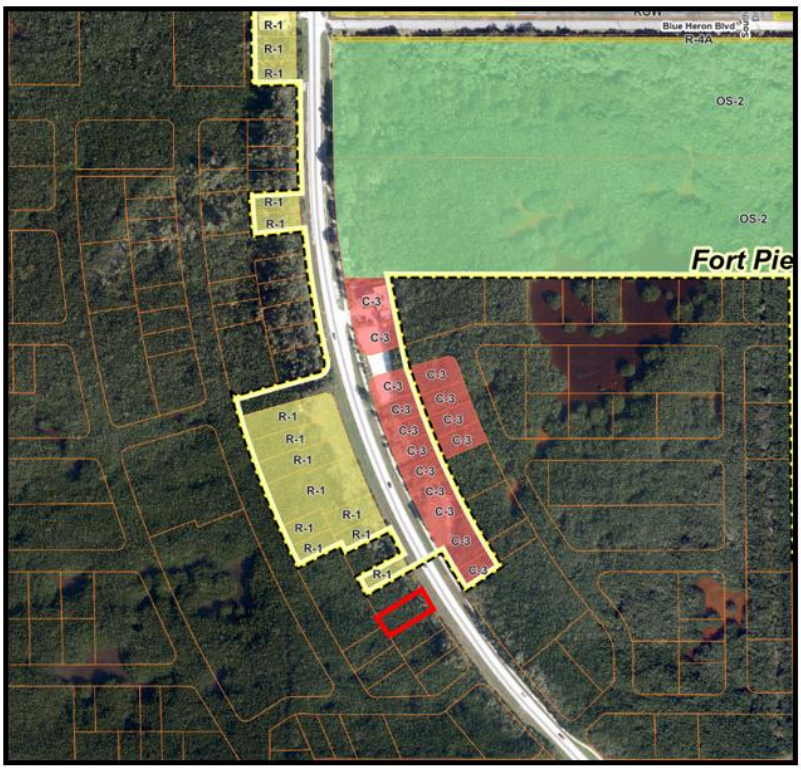
Future Land Use City Map:



County Zoning Map:



City Zoning Map:



Surrounding Zoning:

North	East	South	West
R-1 (FP)	C-3 (FP)	HIRD (SLC)	HIRD (SLC)

Surrounding Future Land Use:

North	East	South	West
RL (FP)	GC (FP)	RS (SLC)	RS (SLC)

Site Area: **+/-** 0.19 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

The applicant has requested review and approval of a voluntary application for the annexation of (1) parcel, containing 0.19 acres, into the City. If annexed the property would have a City Future Land Use Designation of RL, Low Density Residential, and a City Zoning of R-1, Single-Family Low Density Zone.

The subject property has a St. Lucie County Future Land Use Designation of RS, Residential Suburban, 2 du/ac, and a St. Lucie County Zoning designation of HIRD, Hutchinson Island Residential District.

The current taxable value of the property is approximately $27,860. Should the application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Existing Conditions
The subject parcel is currently vacant and contains natural mangroves.

Statutory Eligibility
As a voluntary annexation, the application is governed by Florida Statute 171.044 to ensure eligibility for incorporation into the City. The statute provides three tests for land to be annexed including: 1) reasonably compact, 2) contiguous to the municipal boundary, and 3) not create an enclave - defined as being completely surrounded on all sides by the municipal boundary.

The area to be annexed is one parcel of land containing 0.19 acres and is considered reasonably compact. The subject parcel is contiguous to the southernmost portion of the municipal boundary located on the west side of South Ocean Boulevard / State Highway A1A subject to approval of the Acerra Property Annexation (PZANN2025-00006). An enclave would not be created by the proposed annexation.

Staff finds the parcel is eligible for annexation under Florida Statute 171.044.

Consistency with Comprehensive Plan Goals, Objectives, and Policies
The City's Comprehensive Plan provides policy for annexations in Objective 1.11 of the Future Land Use Element. Objective 1.11 of the Comprehensive Plan states:

> *Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City.*

The criteria by which proposed annexations should be evaluated are provided for in Policy 1.11.1:

1. *The ability of the City to provide public services at a level equal to or better than that available from the current service providers;*
2. *The ability of the City to provide public services at the City's adopted levels of service;*
3. *Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and*
4. *Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery.*

The subject parcel lies within the Fort Pierce Utility Authority (FPUA) service boundary and is therefore eligible for annexation under Objective 1.11. Further, public services can be provided at equal to or better levels than current providers and those services can be provided at the City's adopted levels of service. Annexation of the subject parcel would neither eliminate nor create an unincorporated island (enclave). Finally, annexation of the property would neither eliminate nor create irregularities in the City's boundary.

Staff finds the subject parcel is eligible for annexation and meets the criteria outlined in the Comprehensive Plan's Future Land Use Element Policy 1.11.1.
Finally, the Comprehensive Plan Policy 1.11.5 states:

> *Properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.*

To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan and the designations of surrounding properties, the proposed Future Land Use Designation for the subject parcel will be RL, Low Density Residential and will be zoned R-1, Single Family Low Density Residential Zone.

Future Land Use
The subject property will be designated with a Future Land Use of RL, Low Density Residential. The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre.

Zoning
The subject property will be classified with a City Zoning of R-1, Single-Family Density Residential Zone. This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses.

In review of the bulk area regulations for the R-1 zoning district, the subject parcel would be considered non-conforming with regard to lot area and lot width requirements. However, Section 125-70 of the Land Development Code provides for the continued use of non-conforming lots and the owner would be allowed to construct a single-family residence.

Summary of Technical Review Committee

All affected departments have reviewed the proposed Annexation with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the annexation given that the subject property is not allowed to construct a septic system on the property and must connect to water and sewer provided by FPUA.

Planning Board

At its January 12, 2026, meeting, the Planning Board voted 5-1 to recommend approval of the voluntary annexation request.

Staff Recommendation

Staff recommends the City Commission approve the proposed voluntary annexation request.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Mr. Tony Acerra
302 SW Kane Avenue
Port Saint Lucie, FL 34953

Subject: PZANN2025-00008, Alberti Property Annexation
Parcel ID: 2413-501-0155-000-3
Technical Review Committee Comments for December 18, 2025, TRC Meeting

City of Fort Pierce Planning Department

The following comments are based on City of Fort Pierce Land Development Code and the applicant supplied documents for the above-referenced project. For particular questions regarding these comments, please contact Chris Suneson, Assistant Planning Director, at csuneson@cityoffortpierce.com

A. Statutory Eligibility
   1. This is a voluntary annexation governed by Florida Statute 171.044.
   2. The area to be annexed is one parcel of land containing 0.19 acres and is considered reasonably compact.
   3. The subject parcel is not contiguous to the southernmost portion of the municipal boundary as it exists now. Parcel 2413-501-0154-000-6 (Petition PZANN2025-00006) must be annexed in order for the subject parcel to be contiguous to the southernmost portion of the municipal boundary located on the west side of South Ocean Drive / State Highway A1A.
   4. Annexation of the subject parcel will not create an enclave.
B. Future Lane Use / Zoning
   1. The subject parcel is currently classified with a County Future Land Use of Residential Suburban, 2 du/ac (RS).
   2. The subject parcel is currently zoned as Hutchinson Island Residential District (HIRD).
   3. Staff will be recommending the subject parcel be placed in the Residential Low (RL) Future Land Use category and be zoned as Single-Family Low Density (R-1).
C. Consistency with Comprehensive Plan Annexation Policy
   1. Public services can be provided at equal to or better levels than current providers. Annexing the subject parcel into the City will enable it to be serviced by sanitary sewer.
   2. Public services can be provided at adopted levels of service.
   3. Annexation of the subject parcel would not eliminate or create an unincorporated island.
   4. Annexation of the subject parcel would not eliminate or create irregularities in the City's boundaries.
D. Services
   1. By annexing into the City, the subject parcel must be connected to FPUA utilities.
   2. By annexing into the City, the subject parcel will not be allowed to construct a septic system for sanitary sewer service.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Christopher Suneson, Planner

From: Tanner Retherford, P.E., Project Engineer

Thru: Mark Zrallack, P.E. – City Engineer

Re : Annexation – Parcel No. 2413-501-0155-000-3
Blk 10 - Lot 11 - PZANN2025-00008

Date : December 3rd, 2025

This is to advise you that we have completed the review of the following documents as received by this office on November 24, 2025:

- ☑ Annexations
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Future Land Use Designation
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site inspection, we

- ☑ Recommend w/ Conditions
- ☐ Do Not Recommend
- ☑ Annexation Approval
- ☐ DPCR Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- ☑ See attached for conditions of approval

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

CONDITIONS OF APPROVAL:

1. Approval conditioned on no on-site septic permitted in accordance with City of Fort Pierce Code of Ordinances Section 36-87.

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZANN2025-00008
S Ocean Dr-Annexation (Lot 3)

W/WW Engineering: Water is available to the parcel.

Sewer availability would be contingent upon the completion of construction of the required force main extension, payment of the applicable fees and charges.

To clarify for the record, there is no MSBU in place with FPUA.

Should you have any questions please contact Lugey Dawson at 772 466-1600 ext. 3428.

Electric Engineering: This submission is outside of the FPUA electric service area.

Gas: N/A

FPUAnet Fiber: N/A

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

Technical Review Committee meeting

December 18, 2025

Case #: PZANN2025-00008

Planner: City of Ft. Pierce Planning Department.

Annexation

South Ocean Dr., approx. 1600 ft south of Blue Heron Blvd., Ft. Pierce. (Alberti property)

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

From: Jesse Almand
To: Kerry Driver; Planning Department
Subject: PZANN2025-00008 John Alberti
Date: Monday, December 8, 2025 12:29:58 PM
Attachments: Outlook-4jzsswo3.png

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SLCFD has no comments for this review.

Respectfully,

Jesse Almand 736
Captain, Development/Site Planning Review
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

From: Grant M. Chambers
To: Planning Department
Cc: Daniel Zrallack; Kerry Driver
Subject: TRC
Date: Wednesday, December 17, 2025 8:28:10 AM
Attachments: image001.png
2025-12-17 John Carrol High School SP Amendment Comments.docx

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Good morning,

Please see attached comments for the John Carrol project. The County's Engineering division does not have any comments on the other agenda items.

Thank you,

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW
Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

CITY OF FORT PIERCE

VOLUNTARY ANNEXATIONS
At or near 2528 S. OCEAN DRIVE

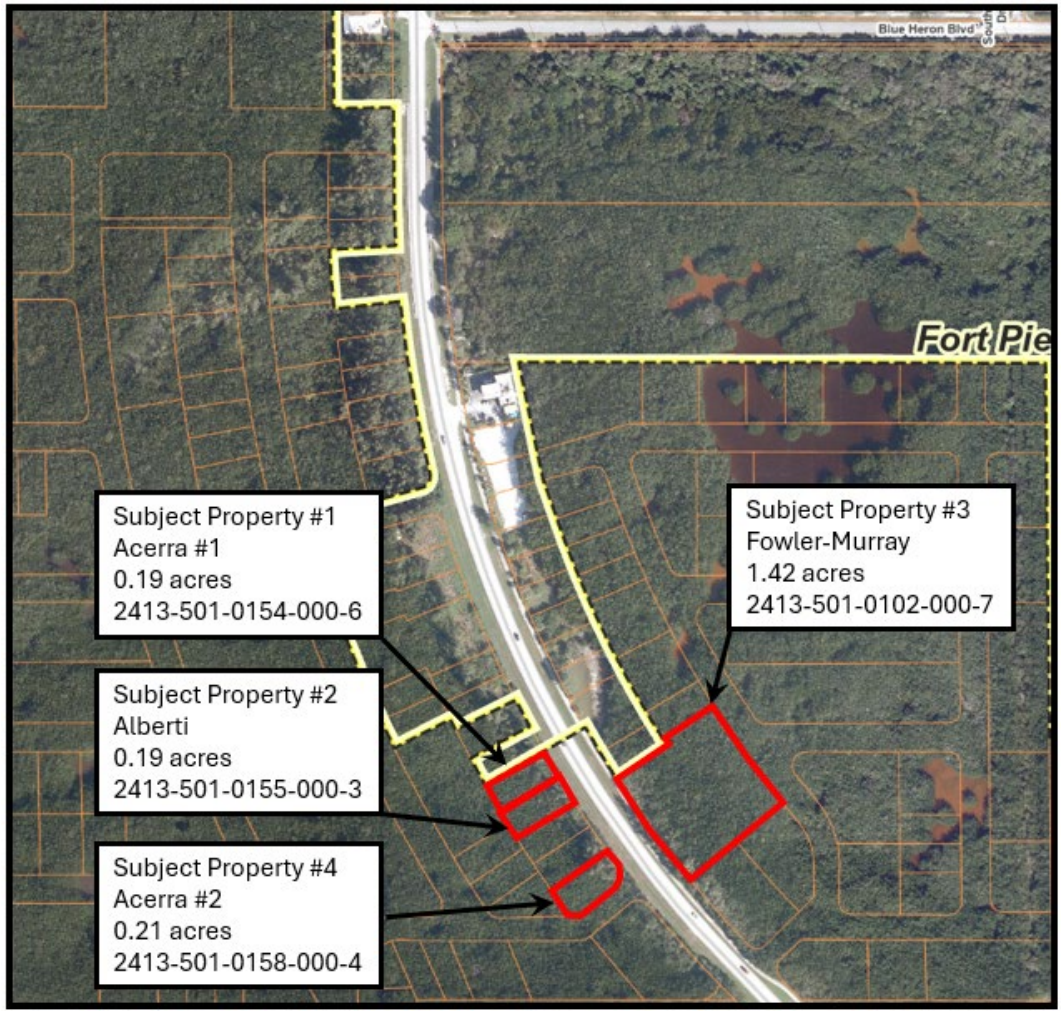
March 16, 2026

Ordinance	Application No.	Owner	Parcel ID
Ord. 2026-005	PZANN2025-00006	Acerra #1	2413-501-0154-000-6
Ord. 2026-006	PZANN2025-00008	Alberti	2413-501-0155-000-3
Ord. 2026-007	PZANN2025-00009	Fowler-Murray	2413-501-0102-000-7
Ord. 2026-008	PZANN2025-00007	Acerra #2	2413-501-0158-000-4

APPLICANT REQUEST

The applicant, Tony Acerra, has submitted four petitions for Voluntary Annexation to extend the territorial limits of the City of Fort Pierce, for the following properties located at or near 2528 South Ocean Drive. Proposed Future Land Use and Zoning designations vary by property.

Owner	Parcel	Acre	FLU	Zone
Acerra #1	2413-501-0154-000-6	0.19	RL	R-1
Alberti	2413-501-0155-000-3	0.19	RL	R-1
Fowler-Murray	2413-501-0102-000-7	1.42	GC	C-3
Acerra #2	2413-501-0158-000-4	0.21	RL	R-1



Site Location Map

SUMMARY

The subject parcels are located at the southern end of the City limits on Hutchison Island. For reference, approximately ¼ mile south of the Blue Heron Boulevard / S. Ocean Drive (A1A) intersection and south of Pie Hole Pizza on the west side of the road.

The parcels are currently vacant and contains natural mangroves.

The current taxable values of the properties total $213,047. Should the applications for Voluntary Annexation be approved, and future development of the land occurs, each property could create a new source of ad-valorem tax revenue.

Owner	Parcel	Acre	SLC FLU	SLC Zoning	Taxable Value
Acerra #1	2413-501-0154-000-6	0.19	RS	HIRD	$27,860
Alberti	2413-501-0155-000-3	0.19	RS	HIRD	$27,860
Fowler-Murray	2413-501-0102-000-7	1.42	COM/RU	CG/HIRD	$125,601
Acerra #2	2413-501-0158-000-4	0.21	RS	HIRD	$31,726

Future Land Use (FLU)
RS – Residential Suburban, 2 du/ac
RU – Residential Urban, 5 du/ac
COM - Commercial

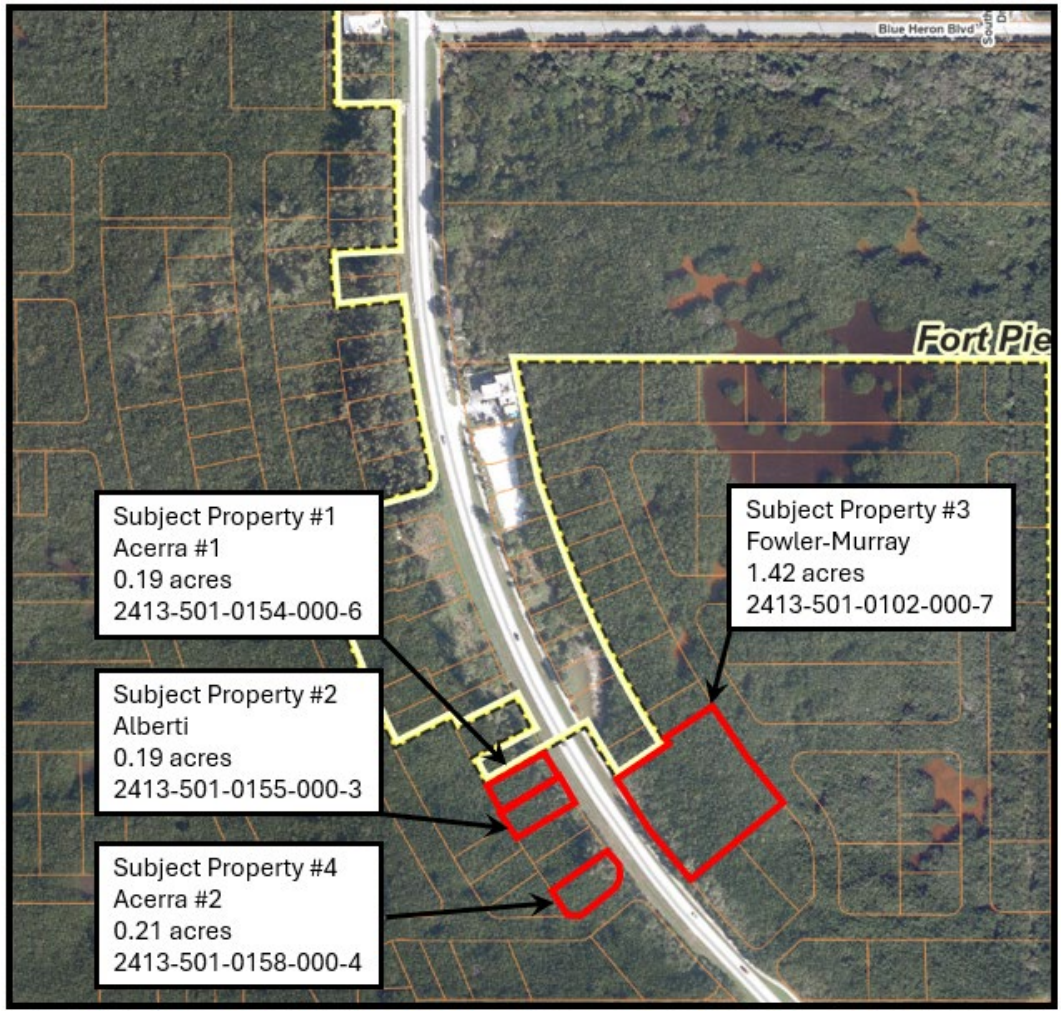
Zoning
HIRD – Hutchison Island Residential District
CG – Commercial General

STATUTORY ELIGIBILITY

Voluntary Annexations are governed by Florida Statute 171.044 to ensure eligibility for incorporation into the City. They must:

- Be reasonably compact;
- Be contiguous to the municipal boundary;
- Not create an enclave.

Owner	Compact?	Contiguous?	Creates Enclave?
Acerra #1	Y	Y	N
Alberti	Y	Y; if Acerra #1	N
Fowler-Murray	Y	Y	N
Acerra #2	Y	Y; if Fowler-Murray	N



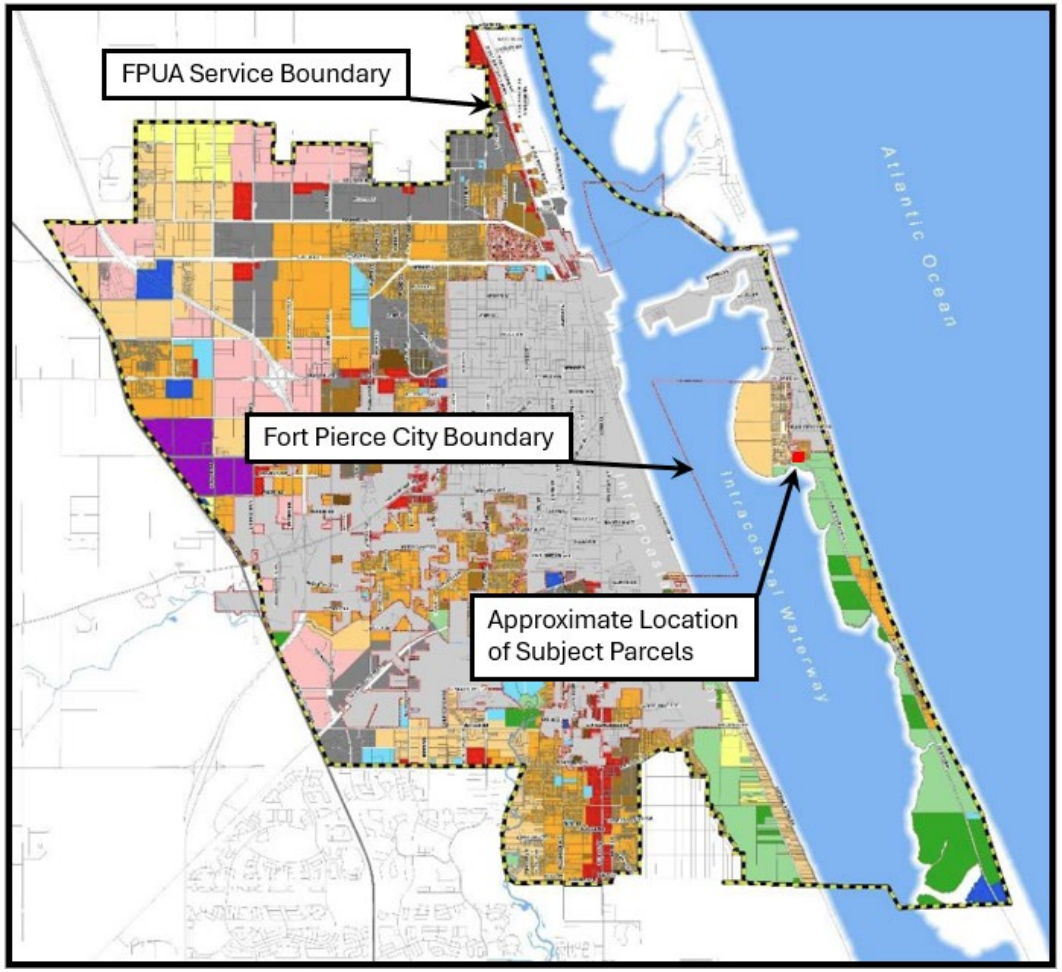
Site Location Map

COMPREHENSIVE PLAN POLICIES

Future Land Use Element Objective 1.11 of the Comprehensive Plan states:

> *Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City.*

The subject parcels are located within the FPUA services boundary.



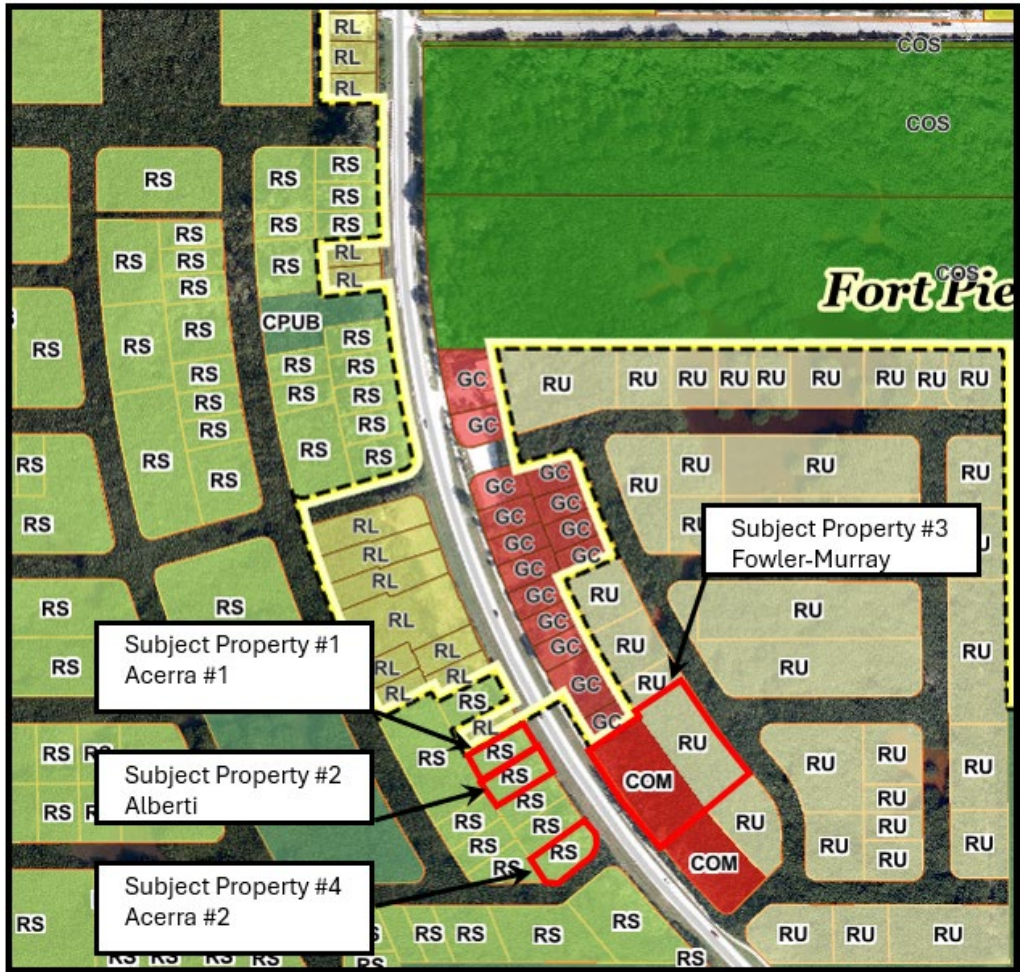
Future Land Use in Service Boundary Map

COMPREHENSIVE PLAN POLICIES

Comprehensive Plan Policy 1.11.5 states:

> *Properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.*

Owner	Parcel	SLC FLU	Proposed FLU
Acerra #1	2413-501-0154-000-6	RS	RL
Alberti	2413-501-0155-000-3	RS	RL
Fowler-Murray	2413-501-0102-000-7	COM / RU	GC
Acerra #2	2413-501-0158-000-4	RS	RL



City / County Future Land Uses

<u>County Future Land Use</u>
RS – Residential Suburban, 2 du/ac
RU – Residential Urban, 5 du/ac
COM - Commercial

<u>City Future Land Use</u>
RL – Residential Low
GC – General Commercial

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ACERRA #1 ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.19	8,276.4

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
INCREASE / (DECREASE)			0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ALBERTI ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.19	8,276.4

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)		0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - FOWLER/MURRAY ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	1.42	61,855.2

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL URBAN (RU)	5	3	0.0	0.0 SQ.FT
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	77,319.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	0	0	1.0	61,855.2 SQ.FT
	INCREASE / (DECREASE)		(3)		(15,463.8) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ACERRA #2 ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.21	9,147.6

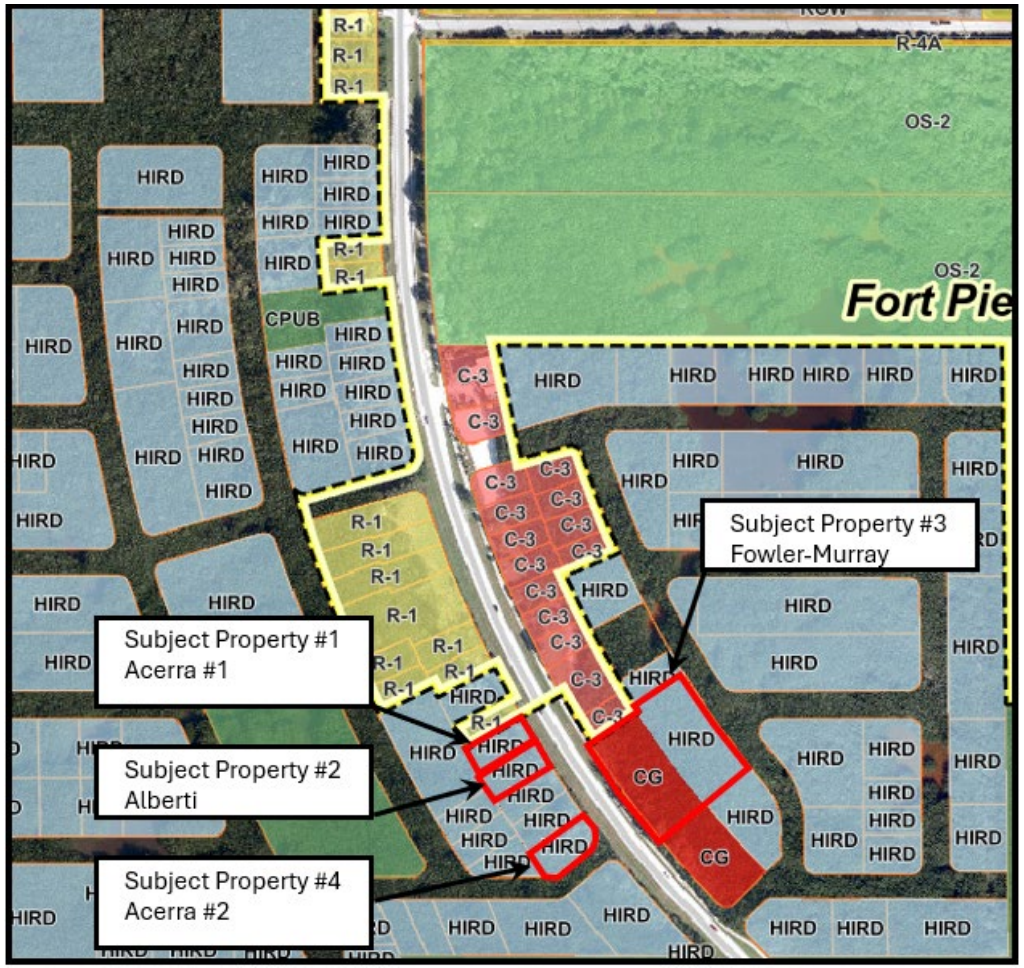
		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
INCREASE / (DECREASE)			0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

ZONING

Similar to Land Use policies in the Comprehensive Plan, City policy has been to assign similar zoning districts as the County for annexations.

Owner	Parcel	SLC Zoning	Proposed Zoning
Acerra #1	2413-501-0154-000-6	RS	R-1
Alberti	2413-501-0155-000-3	RS	R-1
Fowler-Murray	2413-501-0102-000-7	COM / RU	C-3
Acerra #2	2413-501-0158-000-4	RS	R-1



City / County Zoning

<u>County Zoning</u>
HIRD – Hutchison Island Residential District
CG – Commercial General

<u>City Zoning</u>
R-1 – Residential Family Low Density
C-3 – General Commercial

ZONING

In review of the bulk area regulations for the R-1 zoning district, three of the subject parcels would be considered non-conforming with regard to lot area and lot width requirements.

Bulk Area Regulation	R-1 Zoning Requirement	Acerra #1	Alberti	Acerra #2
Lot Area	12,000 sq. ft.	8,333 sq. ft.	8,333 sq. ft.	9,148 sq. ft.
Lot Width	75 ft.	60 ft.	60 ft.	69 ft.

ANNEXATION REVIEW CRITERIA

Future Land Use Policy 1.11.1 of the Comprehensive Plan provides four (4) criteria by which annexations should be evaluated.

Criteria	Acerra #1	Alberti	Fowler-Murray	Acerra #2
City can provide services at equal or better levels than current providers?	Yes.	Yes.	Yes.	Yes.
City can provide services at adopted levels of service?	Yes.	Yes.	Yes.	Yes.
Annexation eliminates or could be expanded to eliminate an enclave?	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.
Annexation eliminates irregularity in City boundary?	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.

COORDINATION

Technical Review Committee

All affected departments have reviewed the proposed ANNEXATIONS with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

All Departments have supported the annexation, given the subject property is not allowed to construct a septic system on the property and is required to connect to water and sewer services provided by FPUA which would be regulated by building permitting.

Planning Board

At its January 12, 2026, meeting, the Planning Board voted 5-1 to recommend approval of the proposed ANNEXATIONS.

STAFF RECOMMENDATION

Staff recommends that the City Commission APPROVAE the proposed ANNEXATIONS.

- ❑ Consistent with Florida Statute 171.044.
- ❑ Consistent with Comprehensive Plan Objective 1.11 and Policies 1.11.5 and 1.11.1.
- ❑ Does not adversely affect the public health, safety, convenience and general welfare.

Alternative actions of the City Commission:

- Recommend Approval with changes.

or

- Recommend Disapproval

CITY OF FORT PIERCE

VOLUNTARY ANNEXATIONS
At or near 2528 S. OCEAN DRIVE

March 16, 2026

Ordinance	Application No.	Owner	Parcel ID
Ord. 2026-005	PZANN2025-00006	Acerra	2413-501-0154-000-6
Ord. 2026-006	PZANN2025-00008	Alberti	2413-501-0155-000-3
Ord. 2026-007	PZANN2025-00009	Fowler-Murray	2413-501-0102-000-7
Ord. 2026-008	PZANN2025-00007	Acerra	2413-501-0158-000-4



Property Identification

Site Address:	S OCEAN DR
Sec/Town/Range:	18/35S/41E
Parcel ID:	**2413-501-0155-000-3**
Jurisdiction:	Saint Lucie County
Land Use Code:	0000 - Vac Residential
Account #:	**150187**
Map ID:	25/18N
Zoning:	Hutch Isla



Legal Description

SURFSIDE HARBOR BLK 10 LOT 11

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.19
Land Size (SF):	8,100

Map



Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	170

Sources/links:

Ownership

John C Alberti
39 Walnut Pl

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: SURFSIDE HARBOUR, HUTCHINSON ISLAND, FORT PIERCE
2. Legal description of real property for which annexation is being requested:
   SURFSIDE HARBOUR BLK 10 LOT 11

   Property Tax ID: 2413-501-0155-000-3
3. Size of described property: 8,100 SF
4. Project description: ANNEXATION INTO CITY OF FORT PIERCE
5. Current St. Lucie County Future Land Use Designation: RESIDENTIAL R-1
6. Current St. Lucie County Zoning: HUTCHINSON ISLAND
7. Is this a Historic property? NO
8. Appraised value: $ 27,860.00
9. Name of Owner(s): JOHN C. ALBERTI

   * Signature of Owner(s): John C. Alberti
   Mailing Address: 39 WALNUT PL.
   City WEST LONG BRANCH State NJ. Zip 07764
   Phone 848-207-1593 Fax

10. Name of Representative: Tony ACERRA

Signature of representative: Anthony D. Acerra

Mailing Address: 302 SW KANE Ave

City) PORT SAINT LUCIE State FL Zip 34953

Phone 732-822-1859 Fax

E-mail: TONY ACERRA @ COMCAST. NET

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772)467-3729

OFFICE USE:

DATE RECEIVED: Signed:

File Number: Check No: Receipt No:

TRC Review: Planning Board Review: City Commission:

Ordinance No: Date Approved:

Prepared By and Return To:
Gail Logan, AVP
Fidelity National Title Insurance Company of New York
118 North Second Street
Fort Pierce, FL 34950

File No. 03-020-702887

Property Appraiser's Parcel I.D.(folio) Number(s)
2413-501-0155-000/3

SS#: ~~RETURN TO:~~
Fidelity National Title
Courthouse Box 121

WARRANTY DEED

THIS WARRANTY DEED dated August 8, 2003, by Marion Paul Broome hereinafter called the grantor, to John C. Alberti, a single man whose post office address is 39 Walnut Place , West Long Branch, New Jersey 07764, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in St. Lucie County, Florida, viz:

Lot 11, Block 10, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Together with an easement for ingress and egress across that strip of land recorded in O.R. Book 1597, Page 1382, Public Records of St. Lucie County, Florida.

Subject to easements, restrictions, reservations, and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2289767 OR BOOK 1822 PAGE 986
Recorded:10/15/03 15:40

* Doc Assump: $ 0.00
* Doc Tax : $ 420.00
* Int Tax : $ 0.00

OR BOOK 1822 PAGE 987

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed ~~and~~ delivered in the presence of:

Gail Logan
(Witness Signature)

GAIL LOGAN
(Print Name of Witness)

Roxanne Holdeen
(Witness Signature)

Roxanne HoldeeN
(Print Name of Witness)

Marion Paul Broome

(Address and Phone Number)

STATE of Florida

COUNTY of St. Lucie

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared Marion Paul Broome, to me known to be the person(s) described in or who has/have produced D.K. as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of August, 2003.

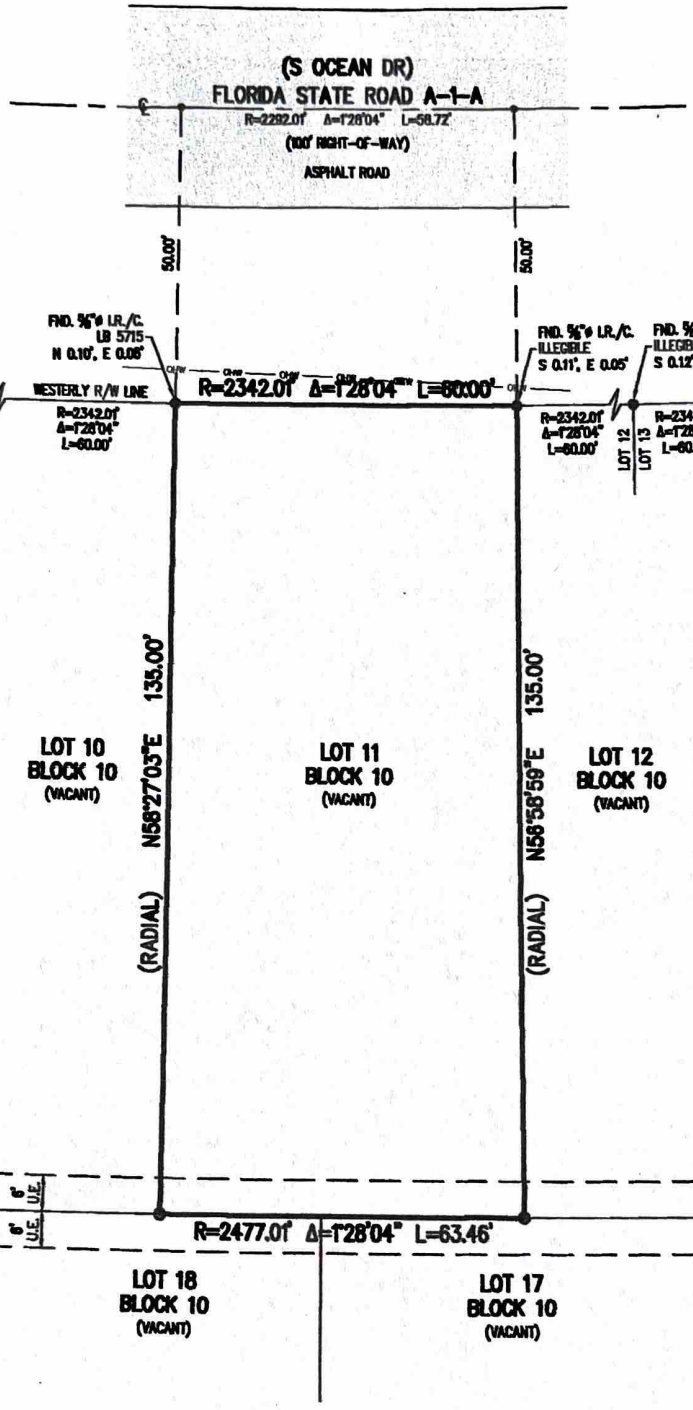
Gail Logan
Notary Signature

GAIL LOGAN
Printed Notary Name

NOTARY PUBLIC STATE OF FLORIDA
Gail Logan
MY COMMISSION # DD167037 EXPIRES
December 13, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

My commission expires: _____





GRAPHIC SCALE

20 0 10 20

(IN FEET)

SHEET 2 OF 2

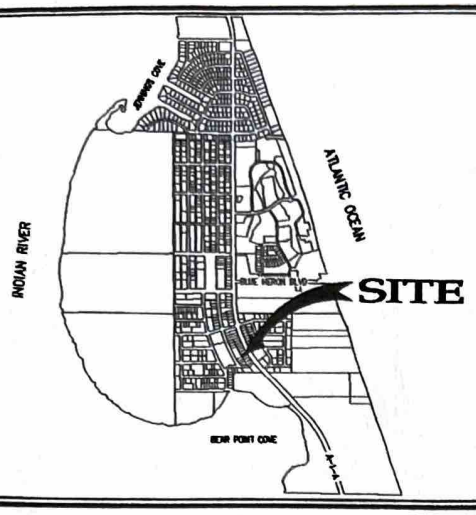
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SURFSIDE HARBOR
LOT 11, BLOCK 10 – BOUNDARY SURVEY

REVISIONS	DATE	BY

FILE NAME: 9873_ Lot 11 Blk 10 Boundary.dwg

DATE	2/22/2022
DRAWN BY	RFC
F.B./ PG.	N/A
SCALE	1" = 20'
JOB NO.	9873



LEGEND

Δ	– DELTA (CENTRAL ANGLE)	L.M.E.	– LIMITED MAINTENANCE EASEMENT
℄	– CENTER LINE	L.P. ☼	– LIGHT POLE
A/C	– AIR CONDITIONER	(N.R.)	– NON RADIAL
A.K.A.	– ALSO KNOWN AS	O.R.B.	– OFFICIAL RECORD BOOK
ALUM.	– ALUMINUM	P.B.	– PLAT BOOK
B.E.	– BUFFER EASEMENT	P.C.	– POINT OF CURVATURE
C.B.	– CATCH BASIN	P.C.C.	– POINT OF COMPOUND CURVATURE
C.O. ●	– CLEANOUT	P.I.	– POINT OF INTERSECTION
C.L.F.	– CHAIN LINK FENCE	PGS.	– PAGE(S)
CONC.	– CONCRETE	P.R.C.	– POINT OF REVERSE CURVATURE
CON.	– CONIFER	P.R.M. ■	– PERMANENT REFERENCE MONUMENT
C.U.E.	– CITY UTILITY EASEMENT	PROP.	– PROPOSED
D.E.	– DRAINAGE EASEMENT	R	– RADIUS
ELEC.	– ELECTRIC	R.P.	– RADIUS POINT
ELEV.	– ELEVATION	R/W	– RIGHT-OF-WAY
EQUIP.	– EQUIPMENT	(RAD.)	– RADIAL
ESMT.	– EASEMENT	SQ. FT.	– SQUARE FEET
EXIST.	– EXISTING	TYP.	– TYPICAL
F.H.	– FIRE HYDRANT	U.E.	– UTILITY EASEMENT
F.P.L.	– FLORIDA POWER & LIGHT	W.M. ⊟	– WATER METER
FIN.	– FINISHED	(19.19)	– DENOTES PROPOSED ELEVATION
FLR.	– FLOOR	19.00	– DENOTES EXISTING ELEVATION
FND.	– FOUND		– DIRECTION OF FLOW
G.V. ⋈	– GATE VALVE	◉	– DRAINAGE MANHOLE
H.H.	– HAND HOLE	⊖	– IRRIGATION CONTROL VALVE
H.P.	– HIGH POINT	—OHP—	– OVERHEAD WIRES
I.R./CAP	– IRON ROD & CAP	Ⓢ	– SANITARY MANHOLE
L	– ARC LENGTH	○	– SET 5/8" IR/CAP LB 3591
L.E.	– LANDSCAPE EASEMENT	—○—	– SIGN

NOTES:

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPERS.
2. THE LANDS, AS SHOWN HEREON, WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENT OF RECORD.
3. THE ELEVATIONS, AS SHOWN HEREON, ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
4. BEARINGS SHOWN HEREON REFER TO RECORD PLAT AND ASSUMES THE NORTH LINE OF LOT 11, BLOCK 10 AS N58°27'03"E.
5. THE DESCRIPTION, AS SHOWN HEREON, IS IN ACCORD WITH THE INSTRUMENT OF RECORD.
6. ANY UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY, OR PARTIES, IS PROHIBITED, WITHOUT WRITTEN CONSENT OF SAID SIGNING PARTY, OR PARTIES.
8. FLOOD ZONE: "AE" BASE FLOOD ELEV.: 4.0'; FIRM MAP NO. 12111C0192K; COMMUNITY NO. 120285; DATED: FEBRUARY 19, 2020.
9. BENCHMARK: NATIONAL GEODETIC SURVEY MONUMENT "97 77 A 21", ELEVATION = 2.48'.
10. PROPERTY ADDRESS: S OCEAN DRIVE

DESCRIPTION:

LOT 11, BLOCK 10, SURFSIDE HARBOR SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 68, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND LIMITATIONS OF RECORD.

CONTAINING 8,333 SQUARE FEET OR 0.1913 ACRES, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS SURVEYED UNDER MY DIRECTION, ON FEBRUARY 22, 2022. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

David Lindley

DAVID P. LINDLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA – LB #3591

SHEET 1 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SURFSIDE HARBOR
LOT 11, BLOCK 10 – BOUNDARY SURVEY

REVISIONS	DATE	BY

FILE NAME: 9873_ Lot 11 Blk 10 Boundary.dwg

DATE	2/22/2022
DRAWN BY	RFC
F.B./ PG.	N/A
SCALE	1" = 20'
JOB NO.	9873

ALBERTO

Owner's Authorization Letter

I/we hereby certify that I/we am/are the owner(s) of the described property. I/we am/are respectfully requesting processing and approval of permit(s) and/or project(s) reviews. I/we hereby authorize the Applicant listed on this letter to act on my/our behalf during the processing, review, presentation of this request and any inspections associated with this request. They shall be the principal contact with the City during the processing, review, prese tation of this request and any inspections associated with this request

Anthony S. ACERRA — 10/6/2025

Name of Applicant or Company (Printed) — Date

John Alberti — 10/10/25

1st Owners Signature — Date

John Alberti — 10/10/25

1st Owners Printed Name — Date

2nd Owners Signature — Date

2nd Owners Printed Name — Date

Additional property owners must provide their signatures, printed names, and dates on a separate letter. This letter must also be notarized. Failure to include additional property owner(s) or to submit the document correctly may result in delays.

Be aware that individuals representing a corporation, limited liability company (LLC), or similar entity in matters of property ownership must include documentation with this letter confirming their authority to sign on behalf of the entity. Failure to provide this documentation may result in delays.

ATTEST: THE STATE OF NEW JERSEY : MONMOUTH **COUNTY**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of New Jersey on this day personally appeared John Alberti, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE 10th DAY OF October, 2025

NOTARY PUBLIC

GLORIA M. TARTARO
NOTARY PUBLIC, STATE OF NEW JERSEY
COMMISSION # 2457018
MY COMMISSION EXPIRES 9/28/2027

(Seal)

Justification Statement

All my life I enjoyed creating and building. In 1979 I became a union carpenter and worked in the extreme heat and cold for 38 years. I first visited Florida in 1975 with a couple of friends and returned many times afterwards. In 1989 I visited friends and Stuart. Their parents just built a house on the river in Sewall's Point. The sunsets were amazing and the warmth thawed my frostbitten fingers and toes. I knew I had to return here someday. My dream was to build a home with a sunset view.

I bought a fixer-upper house in my hometown and worked on it for 35 years. I also sacrificed to save money by working side jobs, nights and weekends. In 2003, 12 years before my retirement in 2015 because of spinal injuries. I bought my first Lot #14 on Hutchinson Island at Bear Point Sanctuary in the Surfside Harbor subdivision. I envisioned my dream three-story home with 360° sunrise to sunset views. I was curious why no one had built in the area after finding out that those lots were plotted out in 1950. So, I did my due diligence and visited the county building department on 2300 Virginia Ave in 2003 a couple of weeks later. The gentleman in the office there took me into the conference room and I showed him what I had just purchased. weeks later. He told me, "You are grandfathered into the lot size and setbacks for your house and septic tank". I felt relieved, so I bought my second lot #10.

Soon after I did a lot of legwork and asked many questions. I hired a wetlands consultant and started my mitigation process for Lot 14 with Lauri Heistermann at the Bear point Mitigation Bank. I paid for one reservation credit to mitigate the mangoes which amounted to 1/10th of an acre, or 4,500 square ft. I then hired my wetlands consultant to begin my DEP application much time and money later. I also have my DEP approval. Which, by the way, included a septic tank because the county did not provide sewer or water service. The City of Fort Pierce had a waterline installed only. Powerlines were there, and my dream was coming true. Little did I know my nightmare was just about to begin. Not just for me, before the whole subdivision dozens of lots were sold off during 2003 to 2004 and no one discovered any restrictions either.

Then a stroke of luck. After buying YMCA Easter house tickets since 1989, yes 31 years, I got a call from the YMCA in 2020. " You won the house". A year later our house was sold in a good market and my wife and I moved into the house in Port St. Lucie. I was ready to build. But, not so fast. First, the county said they would not allow a septic tank. I needed a sewer line. One day I was speaking to a builder/ developer from West Palm Beach who had bought a lot just up from me about my sewer petition. He said he was told the county had created. Something called an NCLOR, which rendered our lots, non-conforming, not billable, I basically worthless. Deep depression. I had been in the process of trying to get a sewer line from the county 1.5 miles to the south of our subdivision at a cost of $1.5 million in 2021. This first MSBU consisted of 75 lots from Blue Heron Boulevard to the end of our subdivision just north of the Bear Point Sanctuary parking lot. I questioned Barbara Getler and Cathy Altizer about the targeted area because it included the lots not just fronting A1A, but also the lots behind us. I mentioned that I was always told that the back lots were never going to be able to be built on. Barbara said, "This is what they gave us".

I had no choice, but to continue on with the MSBU, even though I told Barbara and Cathy, that I was afraid for my life. Can you imagine me getting them to pay for my sewer line knowing that they could not use it? They know where I live, and everyone in Florida has a gun. I had checked in with the petition count for the MSBU from time to time. Two years later, I was seven petitions short.

The next time I called Barbara, she told me my MSBU would not be allowed because our properties were not valuable enough. I said they were not valuable because we do not have a sewer line. I called Ray Morankus from the county sewer department to ask him if our subdivision could self-pay. He said the cost to install the sewer line went from $1.5 million to $4.5 million during that two year time period. This MSBU was doomed to fail from the beginning. Even if I did get the last seven properties, my MSBU would have been rejected by the county attorney anyway. I know this now only because of what happened next.

One day, I went to talk to Otis the owner of the Pie Hole pizza restaurant in our subdivision. The waitress said he was out of town. I mentioned about the sewer line and she told me he got approval from FPUA to bring it from Blue Heron Boulevard to the north south to his restaurant and properties. I was confused. When I inquired about that, I was told that would not be possible because that line was installed with federal money and it could not be extended south of Blue Heron Boulevard. Apparently, I was given wrong information again.

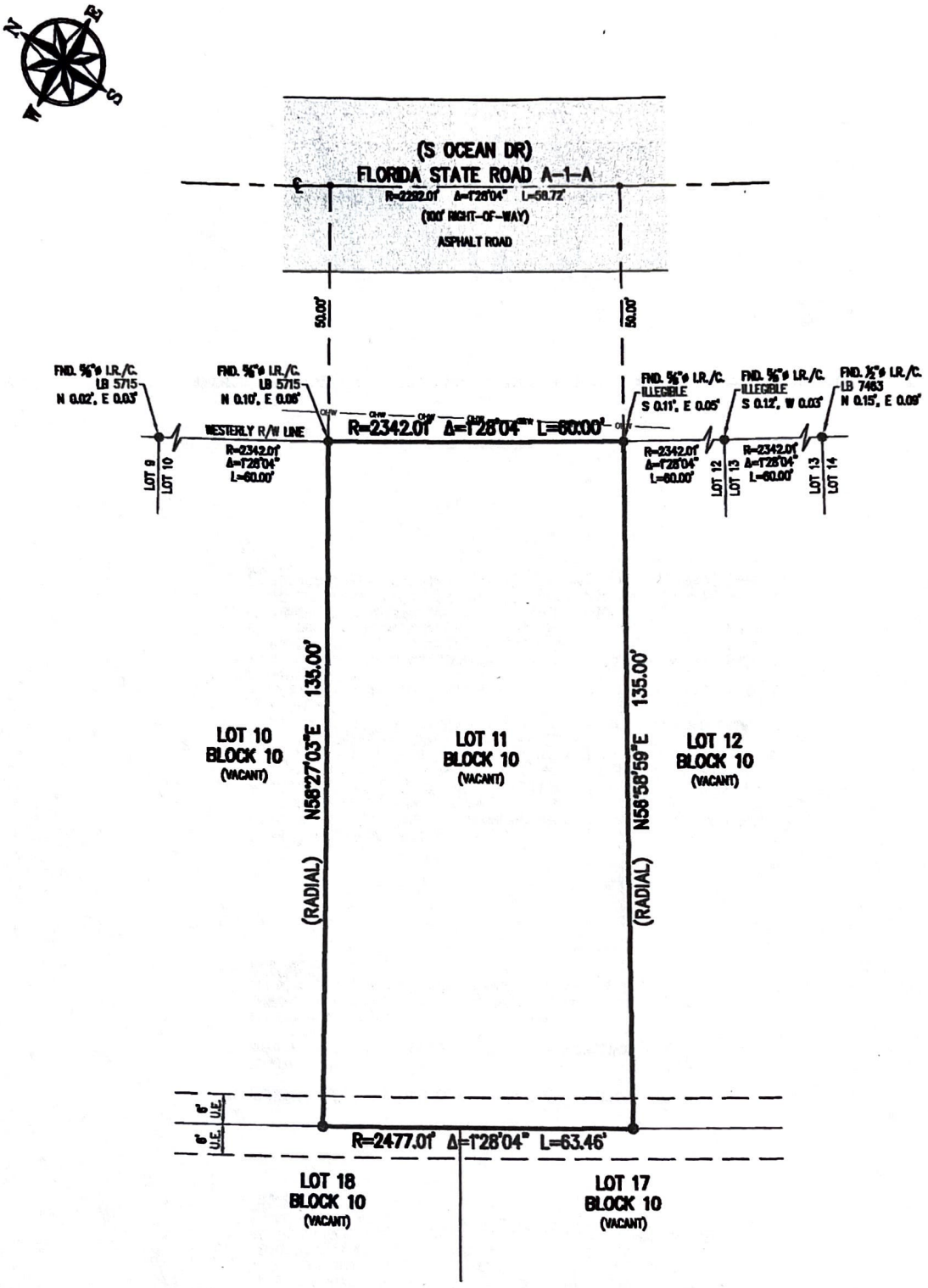
In March 2022, I decided to hire a lawyer to see what my options were. He told me that I needed to annex into the City of Fort Pierce because they did not change their ordinance and our lots would be considered conforming and buildable. I got in contact with Venus Gilmore, who is very helpful. My lawyer set up a meeting with him at City Hall. At that meeting, Venus confirmed that I could annex, my lots would be conforming, and that I could have a septic tank.

Great, I didn't have to bother with another MSBU for sewer line. Weeks later, I walked into the annexation meeting, and Ryan Altizer said, "You're going to be quick and easy so we are going to do yours first". I was annexing my Lot 14 to the lot across A1A to whom I paid $2100 for his survey to get him to annex because he was contiguous with the lot next to him thus making me contiguous with his lot across A1A. This is basically what lot number #9 did which my second lot to be annexed #10 is contiguous to. He annexed his lot in 2007 according to ordinance K-438 which was created by the City of Fort Pierce in 2006. But it wasn't that easy. As soon as the mention of a septic tank, I believe it was Alicia, said septic tanks were not allowed. At this point, the highs and lows are destroying my soul. Kevin Freeman said my annexation was on hold until we had a sewer line, not canceled.

So I contacted Bo Hutchinson and Lugey Dawson at the FPUA. He said yes the sewer line was federally funded. I asked him then how was Pie Whole Pizza was able to bring the sewer line down about 800' to his restaurant. He told me he paid for it himself. Private money. I contacted Barbara to start another MSBU to service the second half of our subdivision with FPUA. Bo said we first had to ge approval from Florida Fish And Wildlife. We called and emailed Patricia Kelly. She explained to us over the phone and through emails that she would only give permission for the 26 lots fronting A1A, and it had to be paid for by our private money. There was no formal application or document. The new 26 lot approval map was drawn up and Patricia indicated the area with a red arrow.

The new area map is part of my application and has been uploaded to the portal.

Of the 26 parcels, I have more than 75% of the required MSBU applications signed. Only 51% is required for approval. So here we are today because our MSBU was denied by the county because 10 of the 26 lots that are in the county are nonconforming. The county attorney said an owner of a nonconforming lot cannot be forced to pay for a MSBU if they are not able to build. We need to annex the 10 county lots first into the City of Fort Pierce to be conforming. Then, at that time, the sewer line can be installed. 16 of the 26 lots south of Pie Hole Pizza are already city lots in our MSBU. The lots from Blue Heron Boulevard south to Pie Hole Pizza are all city lots which make up the northern half of our subdivision. That makes about 90% city lots and 10% county lots total in our Surfside Harbor subdivision. This annexation process will conform the whole subdivision to city lots. Note, the FPUA owns the water line already and because of this if anyone were ever to build they would have to sign an annexation agreement for the City of Fort Pierce before any building would be able to commence. Thank you for considering our annexation applications.



GRAPHIC SCALE

20 0 10 20

(IN FEET)

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
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SURFSIDE HARBOR
LOT 11, BLOCK 10 – BOUNDARY SURVEY

REVISIONS	DATE	BY

FILE NAME: 9873_ Lot 11 Blk 10 Boundary.dwg

DATE	2/22/2022
DRAWN BY	RFC
F.B./ PG.	N/A
SCALE	1" = 20'
JOB NO.	9873

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME:	Annexation – Alberti PZANN2025-00008 Ordinance 2026-006 Located near 2528 S. Ocean Drive
NOTICES PROVIDED PURSUANT TO:	City Code Section 125-37
NOTICE BY NEWSPAPER:	March 6, 2026 March 13, 2026
NOTICE BY MAIL:	February 6, 2026
NOTICE BY SIGNS:	N/A

VERIFIED BY: Chris Suneson **TITLE:** Assistant Planning Director

SIGNATURE: **DATE:** March 3, 2026

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: CHRISTOPHER SUNESON, ASSISTANT PLANNING DIRECTOR, PLANNING DEPARTMENT

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: DRAFT ORDINANCE 26-0XX - PZANN2025-00008, ALBERTI

CAO RLS#: 26-32

DATE: FEBRUARY 2, 2026

I have reviewed the above Request for Legal Services (RLS) related to the draft Ordinance to approve the petition for voluntary annexation pursuant to Florida Statute 171.044. A red-lined version of the Ordinance containing minor edits and a clean version has been uploaded to the RLS. Based on the above, **the Ordinance is approved as to form and correctness**.

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

From: Kori Benton <Kori.Benton@stlucieco.gov>
Sent: Thursday, December 18, 2025 10:30 AM
To: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Aimee Cooper <Aimee.Cooper@stlucieco.gov>; Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>
Subject: RE: Proposed Annexation of Parcel 2413-501-0154-000-6 FW: Bear Point Citizen Concerns

Four (4) parcels in total along A1A:

AGENDA

Regular Meeting of the Fort Pierce Technical Review Committee to be held Thursday, December 18, 2025 at 10:00 a.m. in the William D. Dar

New Business:

a. **PZVAR2025-00009**
Variance - Lot Coverage
Helseth Residence
1601 Frances Avenue

b. **PZANN2025-00006**
Annexation
Tony Acerra
Parcel ID: 2413-501-0154-000-6

c. **PZANN2025-00008**
John Alberti
Annexation
Parcel ID: 2413-501-0155-000-3

d. **PZANN2025-00009**
Annexation
Michael Fowler and Sean Murray
Parcel ID: 2413-501-0102-000-07

e. **PZANN2025-00007**
Annexation
Tony Acerra
Parcel ID: 2413-501-158-000-4

f. **PZSITE2025-00041**
Minor Site Plan
FPUA Moore's Creek Booster Station
Parcel ID: 2409-232-0007-000-3

g. **PZSITE2025-00043**
Major Site Plan Amendment
John Carroll High School
407 S. 33rd Street

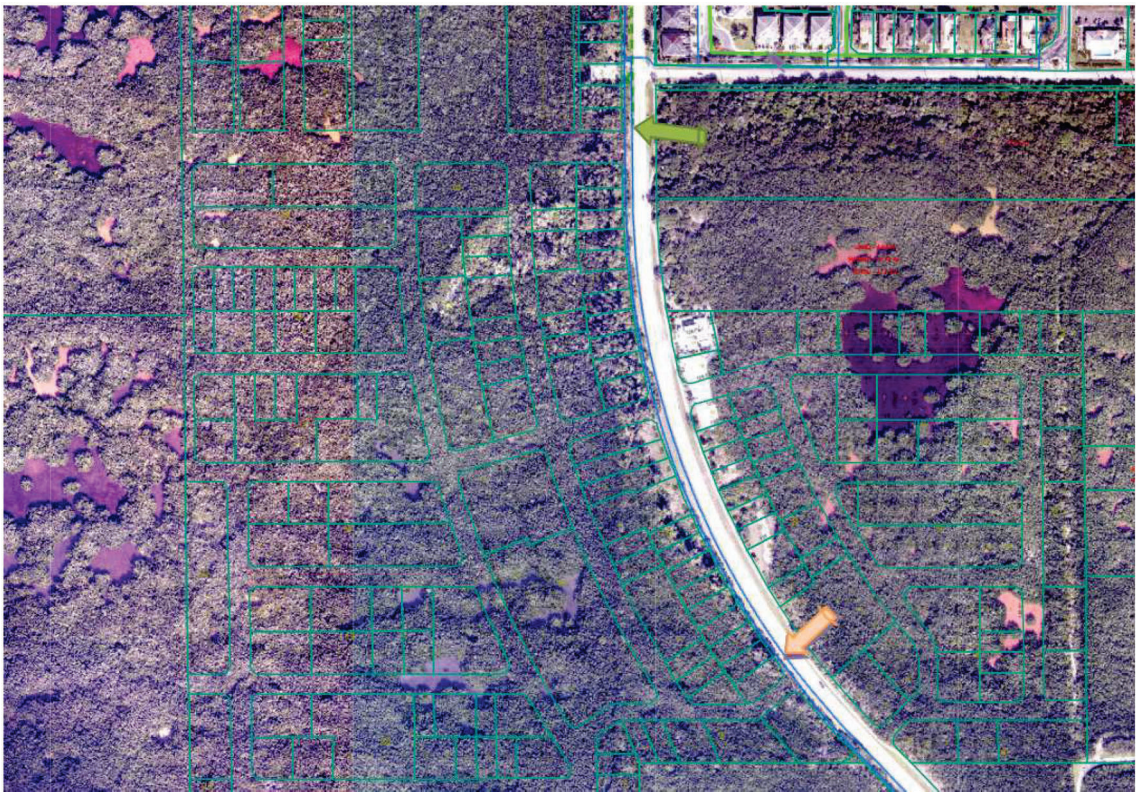
From: Kori Benton
Sent: Thursday, December 18, 2025 10:28 AM
To: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Aimee Cooper <Aimee.Cooper@stlucieco.gov>; Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>
Subject: Proposed Annexation of Parcel 2413-501-0154-000-6 FW: Bear Point Citizen Concerns

Simply an FYI:

Agenda - View Meetings
https://destinyhosted.com/fortpdocs/2025/TRC/20251218_4156/27596%5FPZANN2025%2D00006%2C%5FApplication%5FFiles.pdf

From: Kori Benton
Sent: Wednesday, July 16, 2025 11:06 PM
To: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>; Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Daniel Zrallack <Daniel.Zrallack@stlucieco.gov>
Cc: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Christopher B. Roe <croe@bmolaw.com>
Subject: RE: Bear Point Citizen Concerns

Thank you for keeping us in the loop. Utilities (FPUA), Wetlands (FDEP/Army Corp), Access (FDOT) and desired Annexation (COFP), the same if/then scenarios for decades – aside from the recent reversal of FPUA's service restriction.



From: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>
Sent: Wednesday, July 16, 2025 4:12 PM
To: Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Daniel Zrallack <Daniel.Zrallack@stlucieco.gov>; Kori Benton <Kori.Benton@stlucieco.gov>
Cc: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Christopher B. Roe <croe@bmolaw.com>
Subject: FW: Bear Point Citizen Concerns

From: Christine Westenhaver <Christine.Westenhaver@stlucieco.gov>
Sent: Wednesday, July 16, 2025 3:55 PM
To: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>
Cc: Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; James Clasby <James.Clasby@stlucieco.gov>
Subject: Bear Point Citizen Concerns

Good afternoon,

I wanted to follow up regarding a recent conversation I had with a citizen, Tony Acerra, concerning his property located in Bear Pointe on South Hutchinson Island.

Mr. Acerra mentioned that he has previously spoken with several of you regarding his ongoing situation. He explained that his most recent petition was denied and that he has been working with both the County and the City of Fort Pierce in an effort to either have his lot approved for septic or annexed into the City to connect to the sewer system.

According to Mr. Acerra, due to zoning changes by the County, his property—along with others in the area—was not grandfathered in, leaving him unable to build or sell after owning the lot for over 20 years.

He is respectfully requesting that the County consider offering relief by allowing, at a minimum, the front-facing lots along A1A to be annexed into the City of Fort Pierce, which would enable property owners like himself to connect to sewer and move forward with building or selling.

For your reference, I have attached a screenshot of Mr. Acerra's lot.

Thank you in advance for any guidance and/or updates,

Christine

Christine Westenhaver | Executive Aide to Commissioner James Clasby District 1
Work phone: (772) 462-1410 | 2300 Virginia Ave. Fort Pierce, FL 34982
[facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov | [instagram.com/stluciegov]instagram.com/stluciegov | [youtube.com/stluciegov]youtube.com/stluciegov



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Outlook

RE: Surfside Harbor parcels off from AIA on Hutchison Island

From Aimee Cooper <Aimee.Cooper@stlucieco.gov>

To Thomas Reetz <Thomas.Reetz@stlucieco.gov>; Irene Szedlmayer <Irene.Szedlmayer@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Thad Crowe <Thad.Crowe@stlucieco.gov>; Irene Szedlmayer <Irene.Szedlmayer@stlucieco.gov>; Tahir Curry <Tahir.Curry@stlucieco.gov>; Erin Lees <Erin.Lees@stlucieco.gov>; Kori Benton <Kori.Benton@stlucieco.gov>; Angela M. Vassar <Angela.M.Vassar@stlucieco.gov>; Lisa Shore <Lisa.Shore@stlucieco.gov>

Cc Amy Griffin <Amy.Griffin@stlucieco.gov>; Brian Arbeiter <Brian.Arbeiter@stlucieco.gov>; Bryan-James Redden <Bryan-James.Redden@stlucieco.gov>; Lydia Galbraith <Lydia.Galbraith@stlucieco.gov>; Grant M. Chambers <Grant.M.Chambers@stlucieco.gov>; Jennifer McGee <Jennifer.L.McGee@stlucieco.gov>; Brion Pauley <Brion.Pauley@stlucieco.gov>

5 attachments (12 MB)

Department of the Interior to SLC about CBRA Areas.pdf; 1-Hutchinson Island Unit P11.pdf; 2-Hutchinson Island Unit P11.pdf; Fwd: Clevenger Parcel - Utilities Inquiry; FLDEP_DSL_OES_FF_22_IndianRiverLagoonBlueway.pdf;

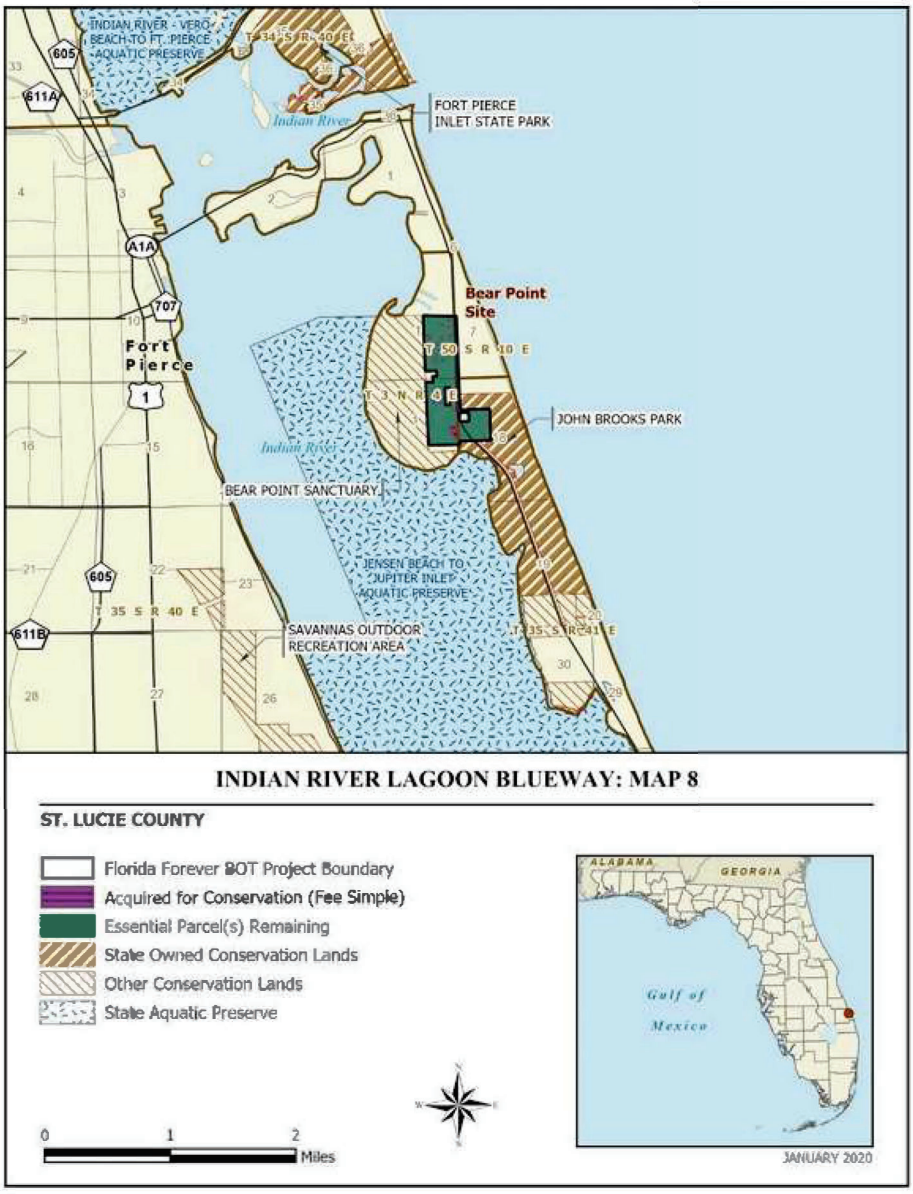
Good afternoon,

US Fish and Wildlife (FWS) administered the Coastal Barrier Resources Act (CBRA), which encourages the conservation of storm-prone and dynamic coastal barriers by withdrawing the availability of federal funding and financial assistance within a designated set of units known as the Coastal Barrier Resources System (CBRS). With the passage of CBRA in 1982, Congress recognized that certain actions and programs of the Federal Government have historically subsidized and encouraged development on coastal barriers, resulting in the loss of natural resources, threats to human life, health, and property, and the expenditure of millions of tax dollars each year. CBRA seeks to minimize these effects by restricting federal funding and financial assistance affecting the CBRS. CBRA does not prohibit the expenditure of private, state, or local funds within the CBRS. Additionally, it does not prevent federal agencies from issuing permits or conducting environmental studies. Areas within the CBRS may be developed, provided that private developers or other non-federal parties bear the full cost and risk.

Please find the following attached:

- CBRA Maps from the FWS website.
- A letter from the Department of the Interior dated January 27, 1988, in response to inquiries by the Planning and Zoning Director at that time regarding CBRA as it affects the provisions of public services on Hutchinson Island.
- A 2019 historical email from ERD Staff sent to our Legal Department and their response which states the letter is still applicable.

In summary, it has been our understanding that the US Department of the Interior indicated Fort Pierce Utility Authority (FPUA) could not allow connections to their sewer service mains for properties located within the designated CBRA Zone due to their previous use of federal funding. That being said, also mentioned in the email are concerns ERD staff has with installing septic systems near or within areas recognized as environmentally sensitive lands (ESLs), such wetlands, especially Category I wetlands, which are those with a hydrological connection to natural water bodies such as the Indian River Lagoon.



Map 9: FNAI, January 2020

Additionally, these parcels within the Surfside Harbor Plat are considered and have been identified as Essential Parcels Remaining for acquisition through the Indian River Lagoon Blueway program. Acquisition of this project will be a coordinated effort between directly involved local governments, water management districts and the State. The five counties (Volusia, Brevard, Indian River, St. Lucie and Martin) and the WMDs (SJRWMD and SFWMD) have sent resolutions in support of this project. Please find attached the **Indian River Lagoon Blueway** project Florida Forever 5-Year Plan for reference.

I hope this information is helpful. Please let me know if I can provide you with any additional information or if you would like to further discuss.
Thank you,
Aimee

Aimee L. Cooper | Environmental Regulations Manager | Environmental Resources Department
ERD Main: 772-462-2526 | Direct: 772-462-6440 | Cell: 772-971-5564 | 3398 Selvitz Road, Fort Pierce 34981
ERD Website | [facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov | [instagram.com/stluciegov]instagram.com/stluciegov | [youtube.com/stluciegov]youtube.com/stluciegov

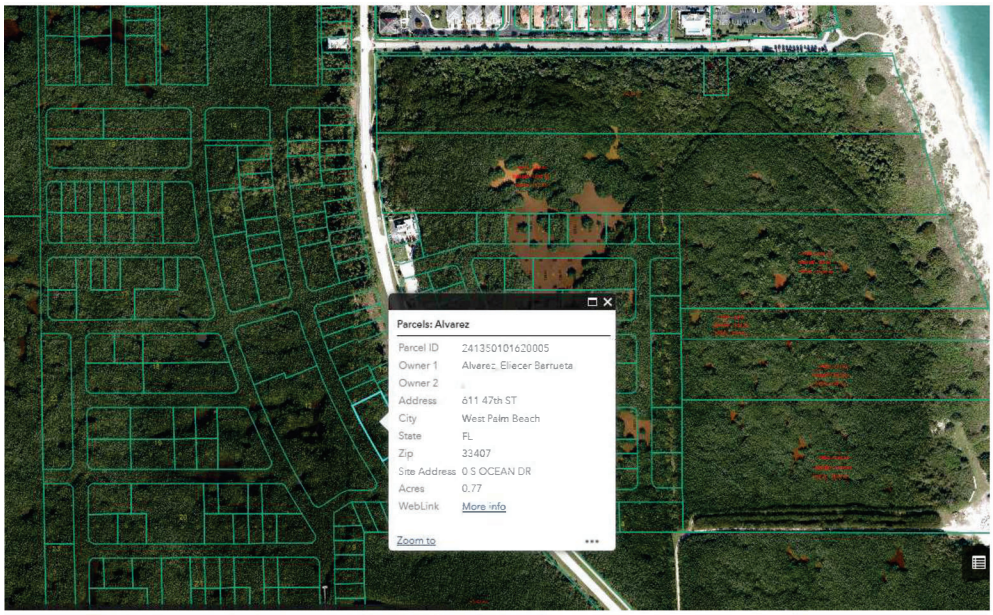


From: Thomas Reetz
Sent: Friday, March 15, 2024 12:25 PM
To: Irene Szedlmayer ; Benjamin Balcer ; Thad Crowe ; Irene Szedlmayer ; Tahir Curry ; Erin Elizabeth Taylor ; Kori Benton ; Angela M. Vassar ; Lisa Shore
Cc: Amy Griffin ; Aimee Cooper ; Brian Arbeiter ; Bryan-James Redden ; Lydia Galbraith ; Grant M. Chambers
Subject: Surfside Harbor parcels off from AIA on Hutchison Island

Team Members, I had inquiry from a property owner who recently purchased parcels with a legal description of Surfside Harbor BLK 13 Lots 11, 12, 13, 14 and 15. (See owner info below)

1. The property and surrounding parcels were platted in the 20's. (Surfside Harbor)
2. The property in question is landlocked and appears to be in an Estuarine and Marine type wetland.
3. The property would need access/egress improvements as well as water/wastewater connections.

The cost implications of developing such properties are obvious and confirmed by the Property Appraiser's accessed and taxable value. (in this case $1000)
I spoke with Irene S. in our department, and she affirmed that we have had several inquiries about the developability of the properties in the past.
Am I missing anything form the list above and is there Departmental consensus of the developability of these parcels?





Tom Reetz | Planner II | Planning & Development Services
Ph: 772-462-2399 | 2300 Virginia Ave. Fort Pierce 34982
[facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov |
[instagram.com/stluciegov]instagram.com/stluciegov | [youtube.com/stluciegov]youtube.com/stluciegov

ST. LUCIE COUNTY FLORIDA

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United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

January 27, 1988

✓ COM	✓ ENG	REC/PKS	APPR
AGR	HumSVC	PERS	CLERK
AssIAD	LANDFL	PURCH	TX CO
P & A	LIBRY	ROADS	ELECTN
✓ ATTY	M-IDM	SvcSTA	SHER
✓ ClkSEC	M-IDIR	V.A.	P/PUB
DATA	MOSQ	Y.H.	
	911	F.MIN	
OTHER	Harry Schindelette Water & Sewer Authority		

RECEIVED FEB 2 1988 COMMUNITY DEV ST. LUCIE CO. FL

Mr. Terry L. Hess
Planning and Zoning Director
St. Lucie County Board of Commission ers
2300 Virginia Avenue
Fort Pierce, Florida 33482-5652

Dear Mr. Hess:

Secretary Hodel has asked me to respond to your December 16, 1987, letter regarding the Coastal Barrier Resources Act (Act) as it affects the provision of public services on Hutchinson Island, Florida.

As noted in your letter, Federal assistance cannot be used to provide services to development within the two Coastal Barrier Resources System (System) units on Hutchinson Island, P10A (Blue Hole) and P11 (Hutchinson Island). You are concerned about extending water/wastewater service facilities through these System units to developed areas beyond the System.

You have raised two specific questions about the proposed service expansion in relation to the System units:

1) "Assuming that a wastewater transmission line was constructed entirely with non-federal monies from the developed portions of South Hutchinson Island to service those areas not included within CBRA Unit P-11 to the existing Ft. Pierce Utility Authority wastewater treatment plant facilities, would the construction and connection of this service line to these treatment facilities place the Authority in jeopardy of losing future federal support funds for the operation/upgrade of this system? It is conceivable that connections might be desirable from this service line to properties designated as Undeveloped Coastal Barriers."

2) "If the above scenario is not permissible, could restrictions be placed on this service line that it only serve those properties not included within a CBRA Unit?"

Similar questions have been raised by officials in Brevard County, Florida. As stated in the enclosed memorandum from Charles P. Raynor, Assistant Solicitor for Fish and Wildlife, to the Fish and Wildlife Service's Assistant Regional Director, "service could be extended through the unit only if (1) no federal funds are used to cover the cost of the sewer line through the unit, including not only construction costs, but future costs such as maintenance and repairs, and (2) service from the federally-funded plant to the CBRS unit is absolutely prohibited." Of course, if no federal funds

NOTE: ON "ADDITIONS" TO RM 2.9.1
WAL
2-9-88

3504, prevents Federal agencies from funding or assisting activities outside of a CBRS unit that have as their purpose serving the unit. The County contends, however, that development of the South South Beaches area is likely to proceed whether or not sewer service is extended to the area and that it is economically unsound to serve the area south of the Coconut Point Unit with a separate wastewater treatment facility. Moreover, the County asserts that development in the absence of sewer service will be based on septic tanks or package plants, which will have significant adverse effects on water quality and shellfish. For these reasons, the County wishes to extend the service area of the existing facility both to and across the CBRS unit.

The EPA agreed with the County to consult with the Fish and Wildlife Service on a compromise sewer service plan. Under this plan, Brevard County would be authorized to provide sewer service from the existing wastewater facility to the area south of the CBRS unit subject to two principal conditions:

1. Construction of the sewer line through the CBRS unit will be limited to the existing right-of-way for U.S. Highway A1A.

2. No connections will be made to the sewer line through the unit and no service will be provided to support any existing or future development within the unit.

Although the EPA has not requested consultation on serving the CBRS unit itself, the County clearly is still interested in this issue. We therefore will consider it as well.

DISCUSSION

Section 5(a) of the CBRA provides, in pertinent part:

> [e]xcept as provided in section 6, no new expenditures or new financial assistance may be made available under authority of any Federal law for any purpose within the Coastal Barrier Resources System . . . .

These purposes include, but are not limited to "the construction or purchase of any structure, appurtenance, facility or related infrastructure," section 5(a)(1), and clearly include sewage facilities such as sewage lines, H.R. Rep. No. 841, 97th Cong., 2d Sess. 15 (Sept. 21, 1982). Section 5 clearly prohibits Federal funding of the construction or purchase of structures or facilities within the CBRS, Sen. Rep. No. 419, 97th Cong., 2d Sess. 6-7 (May 26, 1982), but also prohibits Federal funding of activities outside the CBRS that have purposes within the CBRS, see May 23, 1986, letter from Gale A. Norton to Ruth M. Fountain, supra. Section 5 in no way prevents private or State or local government funding of activities with purposes within the CBRS. Sen. Rep. No. 419, 97th Cong., 2d Sess. 7 (May 26, 1982). Section 5 applies without regard

to whether a particular project is designed to benefit an area outside the CBRS. H.R. Rep. No. 928, 97th Cong., 2d Sess. 13 (Oct. 1, 1982).

Section 6 provides that, notwithstanding the general prohibition in section 5, a Federal agency may make Federal funds available for projects having purposes within the CBRS if the agency consults with the Secretary of the Interior and if the activity to be funded is covered by one of the specific exceptions set forth in section 6. Only two of the exceptions are directly applicable to the proposed extension of sewer service to the South South Beaches area. Section 6(a)(3) provides an exception for:

> maintenance, replacement, reconstruction, or repair, but not the expansion, of publicly-owned or publicly-operated roads, structures, or facilities that are essential links in a larger network or system.

The section 6(a)(6)(F) exception is similar, except that it applies to roads, structures, or facilities whether or not they are essential links in a larger system and applies only if Federal funding of the activity would be consistent with the purposes of the CBRA.

Extension of Sewer Service to the Coconut Point Unit

Extension of sewer service from the existing Federally-funded facility to the Coconut Point Unit clearly would constitute Federal financial assistance for a purpose within the CBRS and therefore would be generally prohibited by section 5. Moreover, since the extension of service would constitute an expansion of a publicly-owned or operated structure or facility, it could not qualify under either section 6(a)(3) or 6(a)(6)(F) for an exception from the section 5 prohibition. Furthermore, no other section 6 exception covers the proposed extension of sewer service to the CBRS unit.

Brevard County has asked the Service to consider whether the environmental benefits that may ensue from the proposed extension could nonetheless justify an exception from the funding prohibition. The County contends that the South South Beaches area, including the CBRS unit, will be developed based upon septic tanks and package plants if sewer service is not extended to the area. These can result in detrimental environmental impacts, including water pollution and shellfish contamination. The County asserts that an exception from the CBRA Federal funding prohibition is warranted, because these adverse environmental impacts would be avoided if the South South Beaches area were linked up to the existing wastewater facility.

We acknowledge that such an exception might be sensible and even consistent with the purposes of the CBRA. The CBRA does not, however, contain such a general environmental cost-benefit

exception to the general funding prohibition. The only exceptions are those in section 6, and, as discussed above, none applies to the County's proposal.

Extension of Service Through the Coconut Point Unit to the South South Beaches Area

The EPA's request for consultation assumes correctly that service from the existing Federally-funded wastewater facility may not extend to the Coconut Point Unit. The EPA has instead asked whether a sewer line may be built through the Coconut Point Unit to serve the area south of the Unit. The EPA would require that the line be constructed on the existing right-of-way of U.S. Highway AIA and that no connections or service be allowed to the Unit.

This proposal may be implemented under CBRA only if no Federal funds or financial assistance are made available for the construction and future maintenance, replacement, reconstruction or repair of that portion of the line that is located within the boundaries of the Coconut Point Unit. Section 5 of the CBRA explicitly prohibits Federal expenditures or financial assistance for construction of facilities such as sewer lines within the CBRS. That the sewer line would serve or benefit only areas outside the CBRS is irrelevant. H.R. Rep. No. 928, 97th Cong., 2d Sess. 13 (Oct. 1, 1982).

The CBRA would not, however, prevent the County from serving the area south of the Coconut Point Unit via a non-Federally funded sewer line across the Unit. Such a scheme would involve neither Federal financial assistance within the CBRS nor Federal financial assistance to an activity for the purpose of serving development within a CBRS unit, each of which would be prohibited under section 5. Accordingly, the proposal referred to the Service by the EPA would not violate the CBRA prohibition on Federal funding, if EPA imposes a further condition requiring that no Federal funds will be made available for construction and future maintenance of the portion of the sewer line that would cross the CBRS unit.

Conclusion

The Coastal Barrier Resources Act prohibits the Environmental Protection Agency from allowing service from the existing Federally-funded South Beaches Regional Wastewater Facility to be extended to the Coconut Point Unit of the Coastal Barrier Resources System. The CBRA also prohibits the EPA from making Federal funds available for construction and maintenance of a new sewer line across the Unit. The EPA may, however, allow and fund extension of

service to the area south of the Unit, provided that no service is allowed from the new line to the Unit and provided further that no Federal funds are used for construction and maintenance of the portion of the line within the Unit.

For further advice please contact David Gayer (343-2172).

cc: Assistant Director, Fish and Wildlife Enhancement, FWS
Coastal Barriers Coordinator, FWS



JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

Hutchinson Island Unit P11/P11P (1 of 2)

This map was produced by the U.S. Fish and Wildlife Service from a map dated March 18, 2016, that was made effective on December 21, 2018, via Public Law 115-358. The boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) on this map are identical to the boundaries on the map adopted by Public Law 115-358. This map supersedes all prior maps depicting the CBRS boundaries in this location.

The seaward side of the CBRS unit includes the entire sand-sharing system, including the beach and nearshore area. The sand-sharing system of CBRS units is normally defined by the 30-ft bathymetric contour. In large coastal embayments and the Great Lakes, the sand-sharing system is defined by the 20-ft bathymetric contour or a line approximately one mile seaward of the shoreline, whichever is nearer the coastal barrier.

For additional information about the Coastal Barrier Resources Act or CBRS, please visit www.fws.gov/cbra.

N

1:24,000

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0 1,000 2,000 4,000 6,000 8,000 Feet

0 0.25 0.5 1 1.5 2 Kilometers

System Unit Boundary

Otherwise Protected Area (OPA) Boundary; OPAs are identified on the map by the letter "P" following the unit number

Approximate State Boundary

$^{36}54^{000m}N$ 2000-meter Universal Transverse Mercator grid values

Imagery Date(s): 2012

Imagery Source(s): Florida Department of Transportation

Coordinate System: Universal Transverse Mercator
Zone 17 North
North American Datum 1983

Map 12-045B **December 21, 2018**



JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

Hutchinson Island Unit P11 (2 of 2)

This map was produced by the U.S. Fish and Wildlife Service from a map dated March 18, 2016, that was made effective on December 21, 2018, via Public Law 115-358. The boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) on this map are identical to the boundaries on the map adopted by Public Law 115-358. This map supersedes all prior maps depicting the CBRS boundaries in this location.

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For additional information about the Coastal Barrier Resources Act or CBRS, please visit www.fws.gov/cbra.

N

1:24,000

0 0.25 0.5 1 1.5 2 Miles

0 1,000 2,000 4,000 6,000 8,000 Feet

0 0.25 0.5 1 1.5 2 Kilometers

- System Unit Boundary
- Otherwise Protected Area (OPA) Boundary; OPAs are identified on the map by the letter "P" following the unit number
- Approximate State Boundary
- 3654000mN 2000-meter Universal Transverse Mercator grid values

Imagery Date(s): 2012, 2013

Imagery Source(s): Florida Department of Transportation

Coordinate System: Universal Transverse Mercator
Zone 17 North
North American Datum 1983

Map 12-046B **December 21, 2018**

Outlook

Fwd: Clevenger Parcel - Utilities Inquiry

From Jennifer McGee <Jennifer.L.McGee@stlucieco.gov>

To Leslie Olson <Leslie.Olson@stlucieco.gov>; Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Amy Griffin <Amy.Griffin@stlucieco.gov>; Mike Middlebrook <Mike.Middlebrook@stlucieco.gov>; George Landry <George.Landry@stlucieco.gov>

2 attachments (19 KB)

image008.png; image008.png;

FYI per our discussion please see below email string related to CBRA zone issue and connection to FPUA.
Thanks,
Jenn

Sent from my iPad

Begin forwarded message:

> **From:** Jennifer McGee </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP /CN=RECIPIENTS/CN=B79978AF31DD4A9E97B17327C00A021C-JENNIFER MC>
> **Date:** September 16, 2019 at 8:10:00 AM EDT
> **Subject: FW: Clevenger Parcel - Utilities Inquiry**
>
> Just fyi
> *Jennifer McGee*, PWS
> Senior Environmental Planner
> St Lucie County Environmental Resources Department
>
> *St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.*
> www.StLucieCo.gov/CustomerSurveyERD
>
> **From:** Daniel McIntyre
> **Sent:** Monday, September 16, 2019 7:53 AM
> **To:** Jennifer McGee <McGeeJ@stlucieco.org>
> **Cc:** Mark Satterlee <satterleem@stlucieco.org>; Amy Griffin <griffina@stlucieco.org>
> **Subject:** FW: Clevenger Parcel - Utilities Inquiry
>
> **From:** GildanP@gtlaw.com <GildanP@gtlaw.com>
> **Sent:** Friday, September 13, 2019 4:51 PM

To: Daniel McIntyre <MCIND@stlucieco.org>
Cc: George Landry <LandryG@stlucieco.org>
Subject: RE: Clevenger Parcel - Utilities Inquiry

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Dan – Looks like the 1986 letter would apply (thought the current Administration/Dept. of Interior may have a different interpretation which might be worth requesting or having the County's lobbyists request). Another alternative that might be worth trying is to propose that any sewer connections in the restricted area repay a proportionate share of the original grant monies to the Dept. of Interior related to capacity to be used by these homes (and therefore argue that no federal funds were used to provide the service).

Phillip C. Gildan
Shareholder

Greenberg Traurig, P.A.
777 S. Flagler Drive, Suite 300 East | West Palm Beach, FL 33401
T +1 561.650.7967 | F +1 561.655.6222
GildanP@gtlaw.com | www.gtlaw.com | View GT Biography

GT GreenbergTraurig

From: Daniel McIntyre [mailto:MCIND@stlucieco.org]
Sent: Friday, September 13, 2019 4:08 PM
To: Gildan, Phillip (Shld-WPB-CP) <GildanP@gtlaw.com>
Cc: George Landry <LandryG@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry
EXTERNAL TO GT

From: Jennifer McGee <McGeeJ@stlucieco.org>
Sent: Friday, September 13, 2019 4:04 PM
To: Daniel McIntyre <MCIND@stlucieco.org>
Cc: Amy Griffin <griffina@stlucieco.org>; Benjamin Balcer <BalcerB@stlucieco.org>; Aimee Cooper <CooperA@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry

Good afternoon Dan,

I was wondering if you could review and possible meet to discuss an issue we are encountering with FPUA sewer connections as it relates to restrictions regarding the Coastal Barrier Resources Act. As detailed in the attached letter from 1986, the US Department of the Interior indicated FPUA could not allow connections to their sewer service mains for properties located within the designated CBRA Zone due to their previous use of federal funding. At least that is my understanding after reviewing the correspondence and speaking with FPUA staff. Given your historical knowledge with the County, I was hoping perhaps you may recall this issue arising before and may be able to offer to insight.

This came to our attention as we have received an application for a Category I wetland waiver for two parcels fronting S. Ocean Drive to develop a single family residence on septic (since FPUA instructed the applicant they would not be permitted to connect to their sewer main). ERD staff has concerns over installing a septic system in this location, as it is a Category I wetland that is directly connected to the Indian River Lagoon. This is especially concerning when FPUA has a central sewer service line located directly adjacent. As such, we would like to review these findings with you and find out if indeed this interpretation is correct and if so what actions we could explore to petition for an exemption or other action should the BOCC support such an endeavor to prevent adverse impacts to water quality in this area.

Thank you for your assistance,
Jenn

Jennifer McGee, PWS
Senior Environmental Planner
St Lucie County Environmental Resources Department

St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.
www.StLucieCo.gov/CustomerSurveyERD

From: James Carnes [mailto:jcarnes@fpua.com]
Sent: Friday, September 13, 2019 3:29 PM
To: Jennifer McGee <McGeeJ@stlucieco.org>
Cc: Richard Mutterback <rmutterback@fpua.com>
Subject: FW: Clevenger Parcel - Utilities Inquiry

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe. Questions, call Customer Service at 772-462-2146.

Attached is the documentation highlighting our discussions from today.

JAMES CARNES III, P.E.
Supervising Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34984
772.466.1600 Ext. 3472
772.468.2414 Fax

From: Richard Mutterback
Sent: Friday, September 13, 2019 12:23 PM
To: James Carnes <jcarnes@fpua.com>
Subject: FW: Clevenger Parcel - Utilities Inquiry

See below. I feel like you could explain FPUA's stance and future direction of allowing single family homes to connect better than I could, if you don't mind to give her a call.
Thanks,

Richard Mutterback
Environmental Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34947
772.466.1600 Ext. 3425
772.468.2414 Fax

From: Jennifer McGee [mailto:McGeeJ@stlucieco.org]
Sent: Thursday, September 12, 2019 3:41 PM
To: Richard Mutterback <rmutterback@fpua.com>
Cc: Amy Griffin <griffina@stlucieco.org>; Benjamin Balcer <BalcerB@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry

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

Good afternoon,
I was wondering if you would have a few moments to discuss the below email string. According to this applicant, FPUA will not allow connection to sewer for single family residential even though a force main is located directly adjacent to the parcel in question. I would like to discuss further the reasoning for this restriction or if there are any alternative options, as the applicant is requesting to place a new septic system within a Category I wetland which is directly connected to the Indian River Lagoon and staff has a great deal of concerns with this proposal when central sewer is available within such close proximity. My direct line is 772-462-3862.
Thanks,
Jenn

Jennifer McGee, PWS
Senior Environmental Planner
St Lucie County Environmental Resources Department

St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.
www.StLucieCo.gov/CustomerSurveyERD

From: Bill Pittsley [mailto:billp@mbveng.com]
Sent: Wednesday, August 21, 2019 1:47 PM
To: Jennifer McGee <McGeeJ@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry
Jen,
I found the correspondence regarding the FPUA Sewer. See Richard's comments below.
Regards,
Bill

William F. Pittsley III
Project Manager, MBV Engineering, Inc.
P: 772.569.0035 x121

From: Richard Mutterback <rmutterback@fpua.com>
Sent: Monday, March 25, 2019 3:43 PM
To: Bill Pittsley <billp@mbveng.com>
Subject: RE: Clevenger Parcel - Utilities Inquiry
Water is available. The only wastewater in that area is a 12" force main, and at this time FPUA does not allow residential homes to connect to force mains.

Richard Mutterback
Environmental Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34947
772.466.1600 Ext. 3425
772.468.2414 Fax

From: Bill Pittsley [mailto:billp@mbveng.com]
Sent: Monday, March 25, 2019 1:51 PM
To: Richard Mutterback <rmutterback@fpua.com>
Subject: Clevenger Parcel - Utilities Inquiry

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

Richard,

Does FPUA have Water & Sewer service available at this location?
Property cards attached.
This is a proposed single-family on a double lot.
Bill

William F. Pittsley III
Project Manager, MBV Engineering, Inc.
1835 20th Street, Vero Beach, Florida 32960
P: 772.569.0035 x121 F: 772.778.3617
www.mbveng.com



Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

(For additional information, go to http://www.fpua.com/important_information/privacy.php)

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

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If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate the information.

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AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

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

SCN StLucie-IndianRv-Stuart 03/06/2026, 03/13/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/13/2026

Legal Clerk

Notary, State of WI, County of Brown

9.3.28

My commission expires

Publication Cost:	$846.80	
Tax Amount:	$0.00	
Payment Cost:	$846.80	
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Customer No:	1126026	1
PO #:		

THIS IS NOT AN INVOICE!

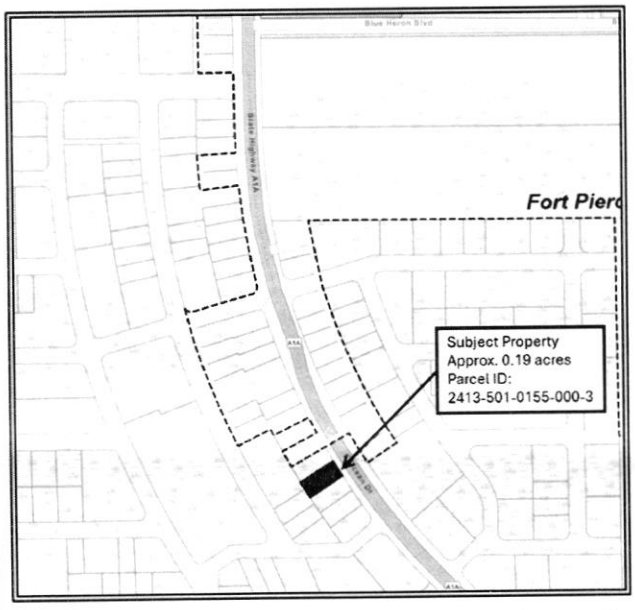
Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 16, 2026 at 5:05 p.m., and Monday, April 6, 2026 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO 26-006 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 0.19 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL (RL); ESTABLISHING THE ZONING DESIGNATION OF SINGLE-FAMILY LOW DENSITY ZONE (R-1); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

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

/s/ Linda W. Cox, City Clerk
Publish: 3/6/2026 and 3/13/2026

City Commission Regular Meeting - 5:05 PM **12. C.**

Meeting Date: 04/06/2026

Re: PZANN2025-00009, Parcel ID: 2413-501-0102-000-7, Ordinance 26-007

Submitted For: Christopher Suneson, Assistant Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 26-007 - Review and approval of a Voluntary Annexation by owners, Michael Fowler and Sean Murray, represented by Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 1.42 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is General Commercial (GC) and the proposed Zoning is General Commercial Zone (C-3). Parcel ID: 2413-501-0102-000-07. SECOND READING.

SUMMARY:

The applicant has requested review and approval of a voluntary application for the annexation of (1) parcel, containing 1.42 acres, into the City. If annexed the property would have a City Future Land Use Designation of GC, General Commercial, and a City Zoning of C-3, General Commercial. The subject property has a St. Lucie County Future Land Use Designation of RU, Residential Urban, 5 du/ac and the balance of the property located along South Ocean Drive / State Highway A1A is classified as COM, Commercial. The parcel has a St. Lucie County Zoning designation of HIRD, Hutchinson Island Residential District and the balance of the property located along South Ocean Drive / State Highway A1A is zoned as CG, Commercial General.

The current taxable value of the property is approximately $125,601. Should the application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

RECOMMENDATION:

Staff recommends the City Commission approve the proposed voluntary annexation request.

ALTERNATIVES:

1. Approval with Conditions
2. Denial

RESPONSIBLE STAFF:

Chris Suneson, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: N/A
Account: N/A
Amount: N/A
OTHER INFORMATION:
This item will have no impact on the budget.

Attachments

Ordinance 2026-007
Staff Report
Staff Backup Material
Staff Presentation
Vicinity Map
Application
Authorization Letter
Justification Statement
Survey
Public Notice Certification
Legal Memo
Info from SLC
Proof of Publication

ORDINANCE NO. 26-007

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 1.42 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF COMMERCIAL GENERAL (GC); ESTABLISHING THE ZONING DESIGNATION OF GENERAL COMMERCIAL (C-3); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owners have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of the current owner(s) and/or former owners of the property to be annexed; and

WHEREAS, the property is contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the City of Fort Pierce Planning Board, at their January 12, 2026, meeting, voted 5 to 1 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on February 6, 2026, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St.

Lucie County Board of County Commissioners on February 6, 2026, no fewer than ten (10) days prior to publishing or posting the ordinance notice;

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

Parcel ID: 2413-501-0102-000-7

LEGAL DESCRIPTION:

Lots 10, 11, 12, 13, 20, 21, 22, and 23, Block 8, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Said property containing approximately 1.42 acres and being generally located at or near 2528 S Ocean Drive, Fort Pierce, FL 34949.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2026, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be assigned a Future Land Use Designation of General Commercial (GC) and zoned General Commercial (C-3), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That upon this Ordinance becoming effective and in accordance with Section 125-157(1)(b) of the Municipal Code, the territorial limits of the South Beach Overlay District are hereby extended to incorporate the land herein describe on Exhibit “A”.

SECTION 5. That in accordance with Section 171.044(3), this Ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 6. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 7. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity

of any part.

SECTION 8. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 9. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 26-007 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, XXX XXth, 2026 and Sunday, XXX XXth, 2026; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, XXX, XXth, 2026; and was duly introduced, read by title only, and passed on second and final reading Monday, XXX XXrd, 2026 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this XXth day of XXX 2026.

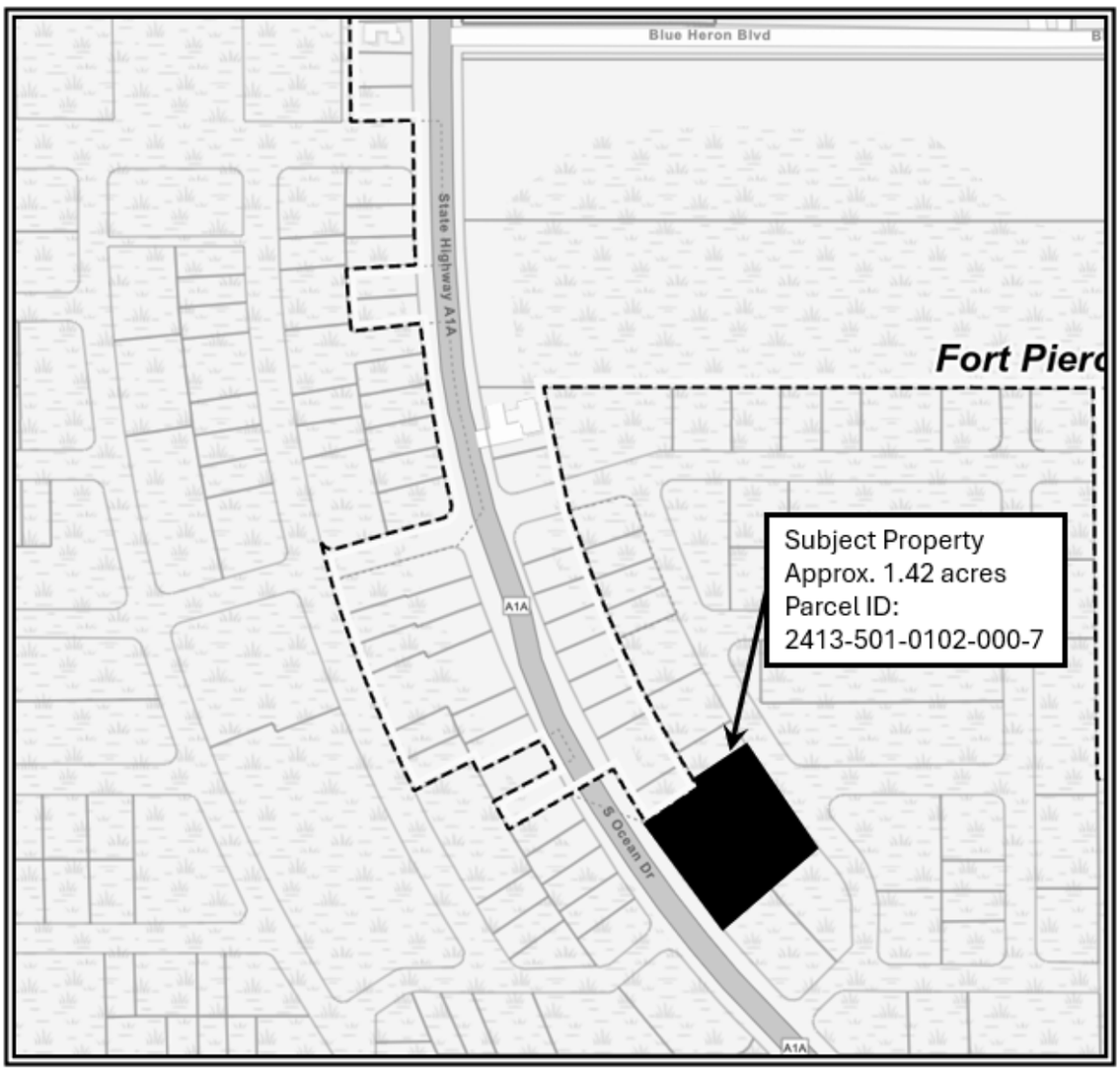
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

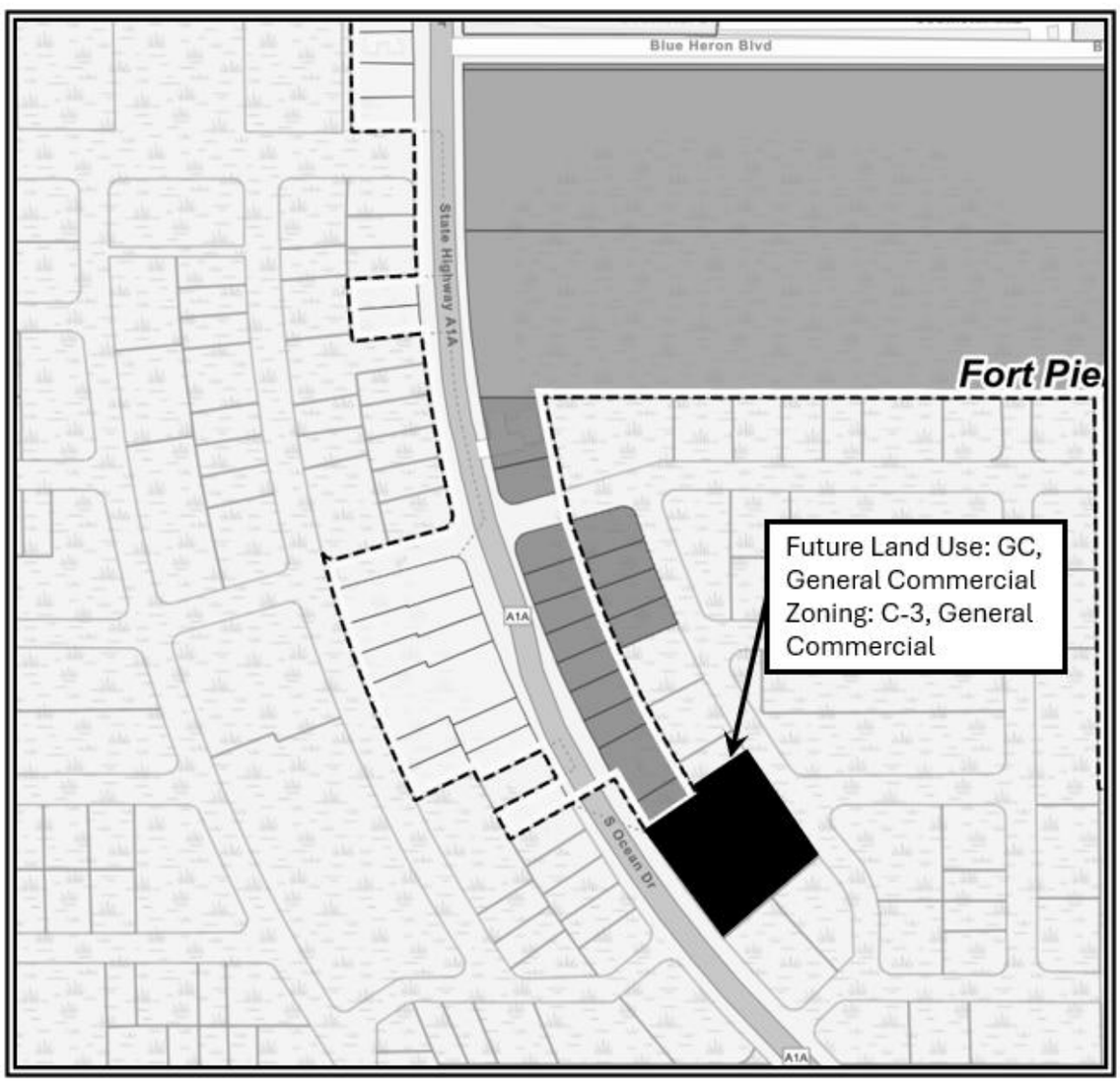


Parcel ID: 2413-501-0102-000-7

Lots 10, 11, 12, 13, 20, 21, 22, and 23, Block 8, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Said property containing approximately 1.42 acres

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **GENERAL COMMERCIAL (C-3)** AND
FUTURE LAND USE DESIGNATION OF **GENERAL COMMERCIAL (GC)**

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: PZANN2025-00009 – Fowler/Murray Property Annexation

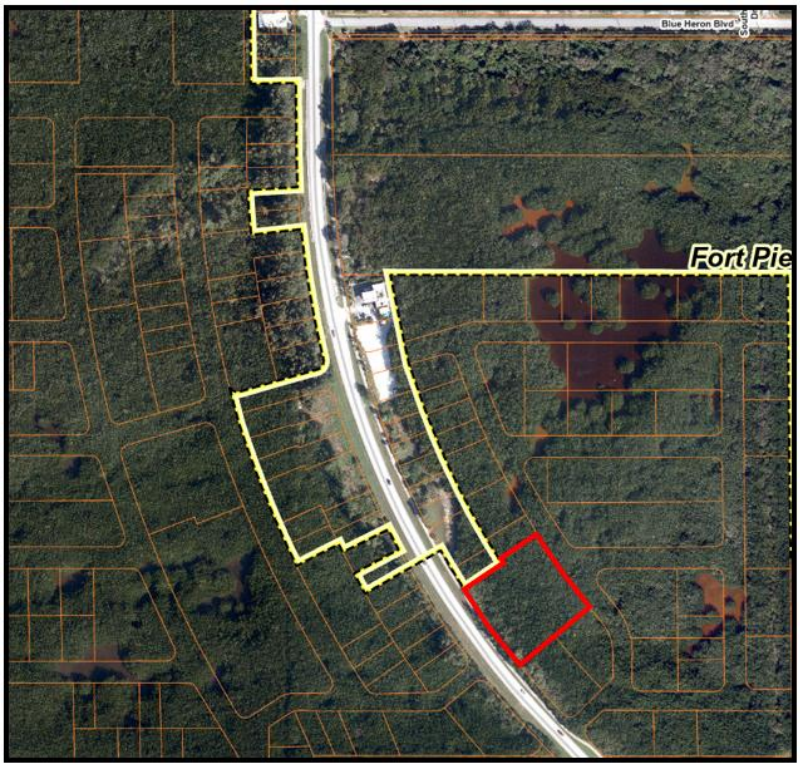
REVIEWER: CHRISTOPHER SUNESON, ASSISTANT PLANNING DIRECTOR

DATE: MARCH 16, 2026

STAFF REPORT

Owner/Applicant:	Michael Fowler and Sean Murray represented by Tony Acerra
Requested Action:	Request to review and approve a voluntary application for Annexation by owners, Michael Fowler and Sean Murray, represented by Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one parcel containing 1.42 acres, generally located at or near 2528 South Ocean Drive.
Location:	At or near 2528 S Ocean Drive
Parcel IDs:	2413-501-0102-000-7
Current SLC Future Land Use:	RU, Residential Urban, 5 du/ac COM, Commercial
Proposed Future Land Use:	GC, General Commercial
Current SLC Zoning:	HIRD, Hutchinson Island Residential District GC, General Commercial
Proposed Zoning:	C-3, General Commercial

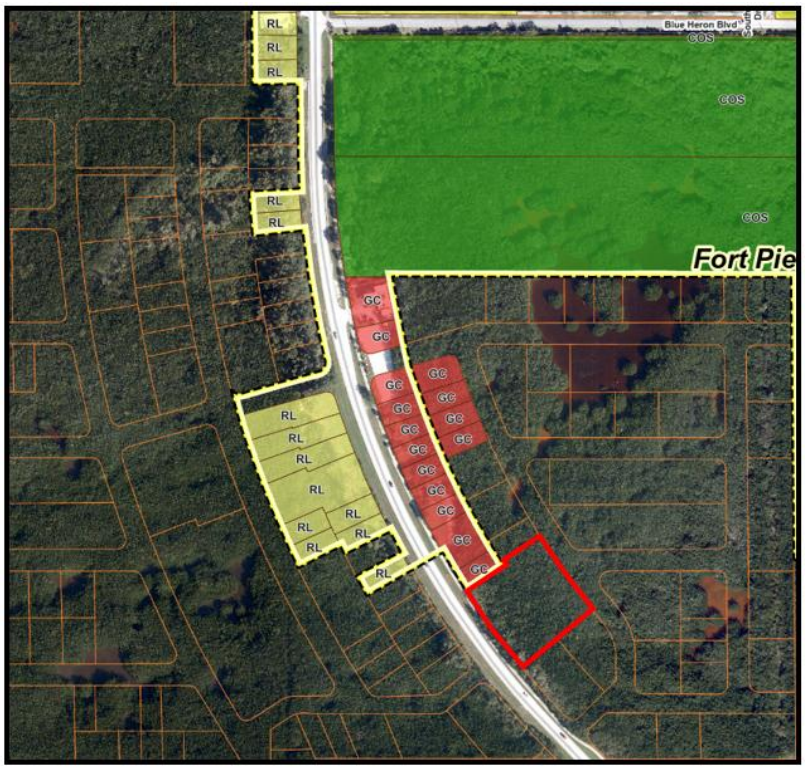
Location Map:



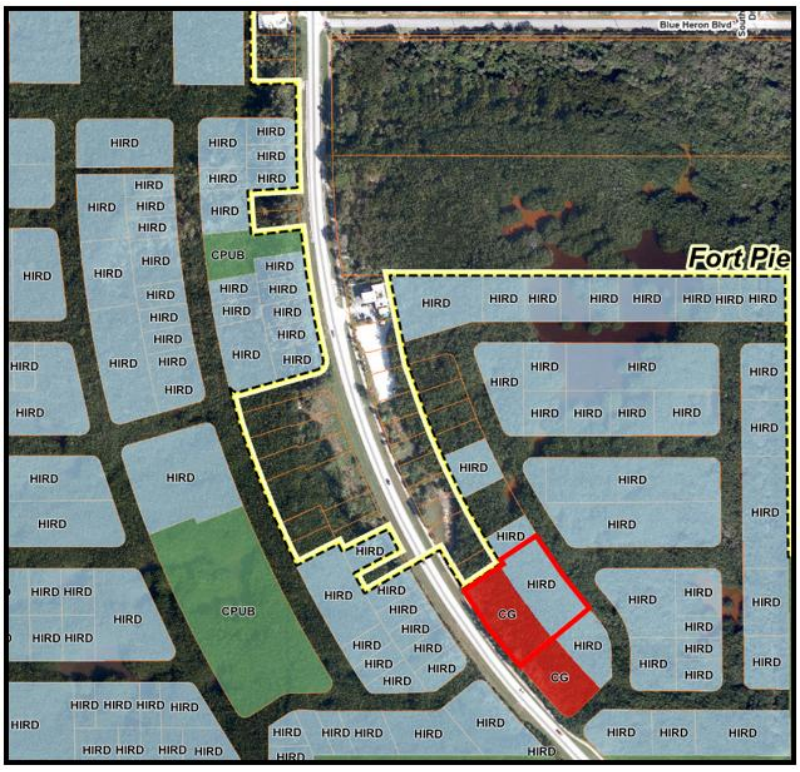
Future Land Use County Map:



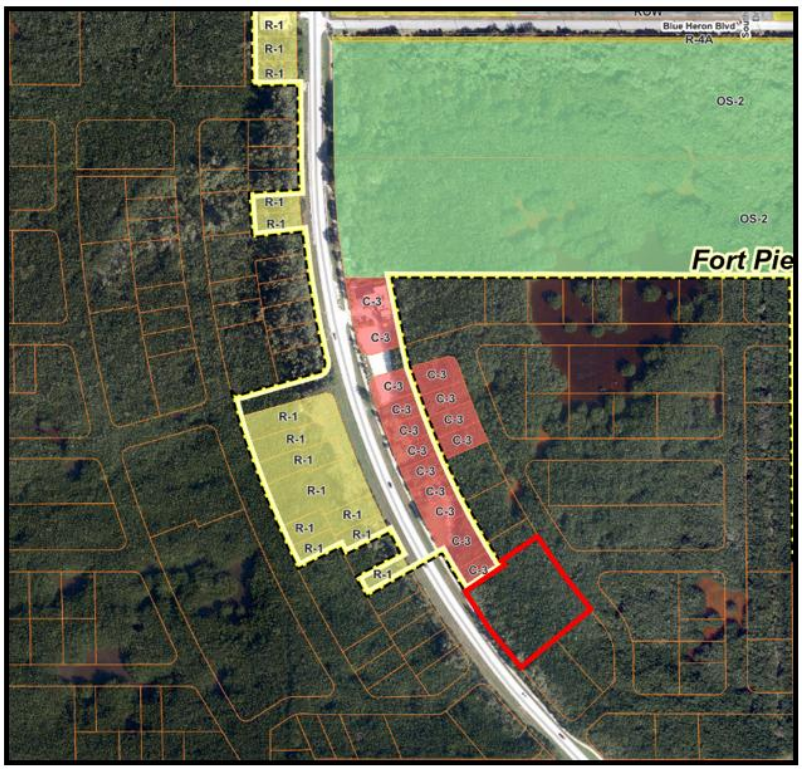
Future Land Use City Map:



County Zoning Map:



City Zoning Map:



Surrounding Zoning:

North	East	South	West
C-3 (FP)	HIRD (SLC)	CG/HIRD (SLC)	HIRD (SLC)

Surrounding Future Land Use:

North	East	South	West
GC (FP)	RS (SLC)	COM/RU (SLC)	RU (SLC)

Site Area: **+/-** 1.42 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

The applicant has requested review and approval of a voluntary application for the annexation of (1) parcel, containing 1.42 acres, into the City. If annexed the property would have a City Future Land Use Designation of GC, General Commercial, and a City Zoning of C-3, General Commercial.

The subject property has a St. Lucie County Future Land Use Designation of RU, Residential Urban, 5 du/ac and the balance of the property located along South Ocean Drive / State Highway A1A is classified as COM, Commercial. The parcel has a St. Lucie County Zoning designation of HIRD, Hutchinson Island Residential District and the balance of the property located along South Ocean Drive / State Highway A1A is zoned as CG, Commercial General.

The current taxable value of the property is approximately $125,601. Should the application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Existing Conditions
The subject parcel is currently vacant and contains natural mangroves.

Statutory Eligibility
As a voluntary annexation, the application is governed by Florida Statute 171.044 to ensure eligibility for incorporation into the City. The statute provides three tests for land to be annexed including: 1) reasonably compact, 2) contiguous to the municipal boundary, and 3) not create an enclave - defined as being completely surrounded on all sides by the municipal boundary.

The area to be annexed is one parcel of land containing 1.42 acres and is considered reasonably compact. The subject parcel is contiguous to the southernmost portion of the municipal boundary located on the west side of South Ocean Boulevard / State Highway A1A. An enclave would not be created by the proposed annexation.

Staff finds the parcel is eligible for annexation under Florida Statute 171.044.

Consistency with Comprehensive Plan Goals, Objectives, and Policies
The City's Comprehensive Plan provides policy for annexations in Objective 1.11 of the Future Land Use Element. Objective 1.11 of the Comprehensive Plan states:

> *Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City.*

The criteria by which proposed annexations should be evaluated are provided for in Policy 1.11.1:

1. *The ability of the City to provide public services at a level equal to or better than that available from the current service providers;*
2. *The ability of the City to provide public services at the City's adopted levels of service;*
3. *Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and*
4. *Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery.*

The subject parcel lies within the Fort Pierce Utility Authority (FPUA) service boundary and is therefore eligible for annexation under Objective 1.11. Further, public services can be provided at equal to or better levels than current providers and those services can be provided at the City's adopted levels of service. Annexation of the subject parcel would neither eliminate nor create an unincorporated island (enclave). Finally, annexation of the property would neither eliminate nor create irregularities in the City's boundary.

Staff finds the subject parcel is eligible for annexation and meets the criteria outlined in the Comprehensive Plan's Future Land Use Element Policy 1.11.1.

Finally, the Comprehensive Plan Policy 1.11.5 states:

> *Properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.*

To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan and the designations of surrounding properties, the proposed City Future Land Use Designation for the subject parcel will be GC, General Commercial, and will be zoned C-3, General Commercial.

Future Land Use

The subject property will be designated with a Future Land Use of GC, General Commercial. The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

Zoning

The subject property will be classified with a City Zoning of C-3, General Commercial. The district is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. This district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

Summary of Technical Review Committee

All affected departments have reviewed the proposed Annexation with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the annexation given that the subject property is not allowed to construct a septic system on the property and must connect to water and sewer provided by FPUA.

Planning Board

At its January 12, 2026, meeting, the Planning Board voted 5-1 to recommend approval of the voluntary annexation request.

Staff Recommendation

Staff recommends the City Commission approve the proposed voluntary annexation request.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Mr. Tony Acerra
302 SW Kane Avenue
Port Saint Lucie, FL 34953

Subject: PZANN2025-00009, Acerra Property Annexation
Parcel ID: 2413-501-0102-000-7
Technical Review Committee Comments for December 18, 2025, TRC Meeting

City of Fort Pierce Planning Department

The following comments are based on City of Fort Pierce Land Development Code and the applicant supplied documents for the above-referenced project. For particular questions regarding these comments, please contact Chris Suneson, Assistant Planning Director, at csuneson@cityoffortpierce.com

A. Statutory Eligibility
   1. This is a voluntary annexation governed by Florida Statute 171.044.
   2. The area to be annexed is one parcel of land containing 0.73 acres and is considered reasonably compact.
   3. The subject parcel is contiguous to the southernmost portion of the municipal boundary located on the east side of South Ocean Drive / State Highway A1A as it exists now.
   4. Annexation of the subject parcel will not create an enclave.

B. Future Lane Use / Zoning
   1. The subject parcel is currently classified with a County Future Land Use of Residential Urban, 5 du/ac (RU) and the balance of the property located along South Ocean Drive / State Highway A1A is classified as Commercial (COM).
   2. A portion of the subject parcel is currently zoned as Hutchinson Island Residential District (HIRD) and the balance of the property located along South Ocean Drive / State Highway A1A is zoned as Commercial General (CG).
   3. Staff will be recommending the subject parcel be placed in the General Commercial (GC) Future Land Use category and be zoned as General Commercial (C-3).

C. Consistency with Comprehensive Plan Annexation Policy
   1. Public services can be provided at equal to or better levels than current providers. Annexing the subject parcel into the City will enable it to be serviced by sanitary sewer.
   2. Public services can be provided at adopted levels of service.
   3. Annexation of the subject parcel would not eliminate or create an unincorporated island.
   4. Annexation of the subject parcel would not eliminate or create irregularities in the City's boundaries.

D. Services
   1. By annexing into the City, the subject parcel must be connected to FPUA utilities.
   2. By annexing into the City, the subject parcel will not be allowed to construct a septic system for sanitary sewer service.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Christopher Suneson, Planner

From: Tanner Retherford, P.E., Project Engineer

Thru: Mark Zrallack, P.E. – City Engineer

Re : Annexation – Parcel No. 2413-501-0102-000-7
Blk 8 – Lots 10, 11, 12, 13, 20, 21, 22, 23 - PZANN2025-00009

Date : December 3rd, 2025

This is to advise you that we have completed the review of the following documents as received by this office on November 24, 2025:

- ☑ Annexations
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Future Land Use Designation
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site inspection, we

- ☑ Recommend w/ Conditions
- ☐ Do Not Recommend
- ☑ Annexation Approval
- ☐ DPCR Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- ☑ See attached for conditions of approval

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\Miscellaneous\Annexations\Surfside Harbor\Block 8 - Lots 10-13 and 20-23\Annexations Approval - 120325.docx

CONDITIONS OF APPROVAL:

1. Approval conditioned on no on-site septic permitted in accordance with City of Fort Pierce Code of Ordinances Section 36-87.

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZANN2025-00009
S Ocean Dr-Annexation (Lot 4)

W/WW Engineering: Water is available to the parcel.

Sewer availability would be contingent upon the completion of construction of the required force main extension, payment of the applicable fees and charges.

To clarify for the record, there is no MSBU in place with FPUA.

Should you have any questions please contact Lugey Dawson at 772 466-1600 ext. 3428.

Electric Engineering: This submission is outside of the FPUA electric service area.

Gas: N/A

FPUAnet Fiber: N/A

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

Technical Review Committee meeting

December 18, 2025

Case #: PZANN2025-00009

Planner: City of Ft. Pierce Planning Department.

Annexation

South Ocean Dr., approx. 1650 ft south of Blue Heron Blvd., Ft. Pierce. (Fowler / Murray property)

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

From: Jesse Almand
To: Kerry Driver; Planning Department
Subject: PZANN2025-00009 Annexation Michael Fowler and Sean Murray
Date: Monday, December 8, 2025 12:30:56 PM
Attachments: Outlook-orlophlj.png

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

SLCFD has no comments for this review.

Respectfully,

Jesse Almand 736
Captain, Development/Site Planning Review
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

From: Grant M. Chambers
To: Planning Department
Cc: Daniel Zrallack; Kerry Driver
Subject: TRC
Date: Wednesday, December 17, 2025 8:28:10 AM
Attachments: image001.png
2025-12-17 John Carrol High School SP Amendment Comments.docx

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SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good morning,

Please see attached comments for the John Carrol project. The County's Engineering division does not have any comments on the other agenda items.

Thank you,

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW
Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

CITY OF FORT PIERCE

VOLUNTARY ANNEXATIONS
At or near 2528 S. OCEAN DRIVE

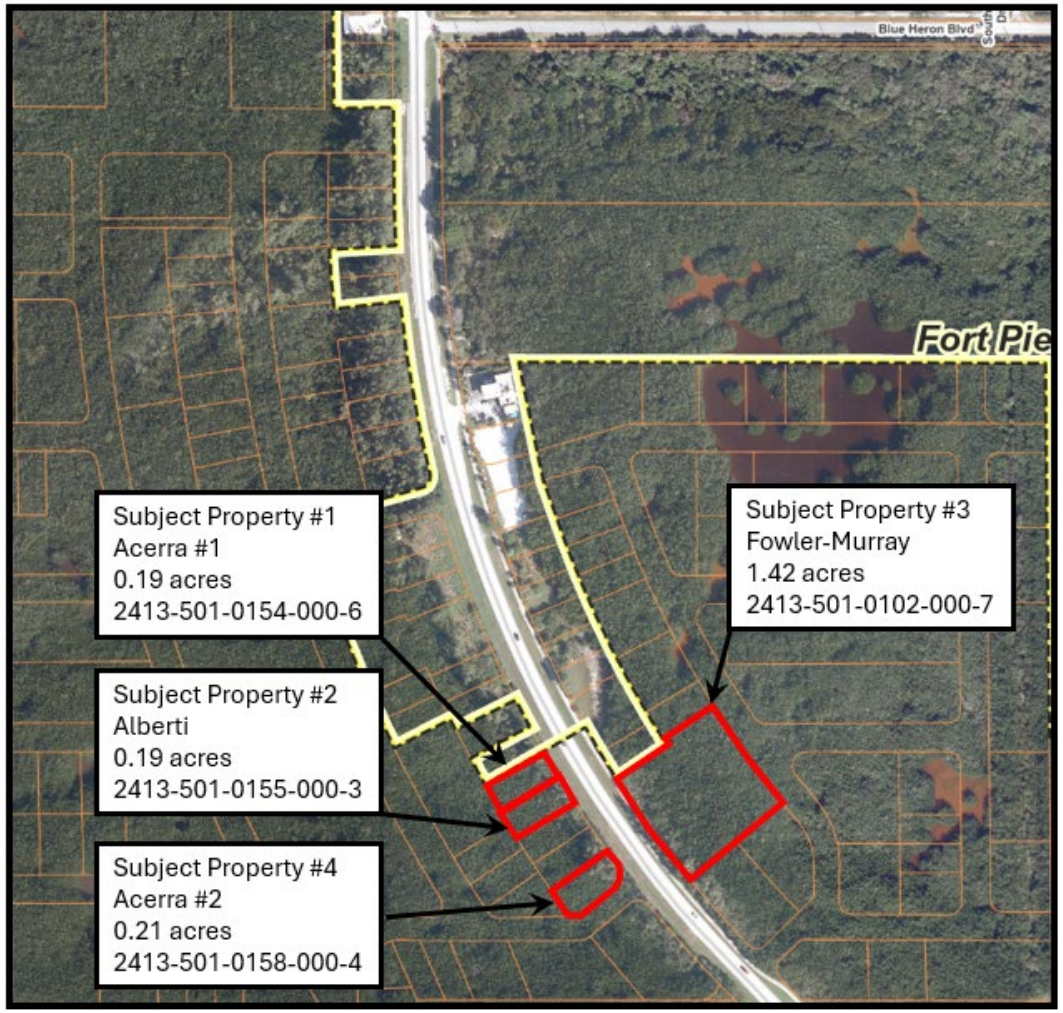
March 16, 2026

Ordinance	Application No.	Owner	Parcel ID
Ord. 2026-005	PZANN2025-00006	Acerra #1	2413-501-0154-000-6
Ord. 2026-006	PZANN2025-00008	Alberti	2413-501-0155-000-3
Ord. 2026-007	PZANN2025-00009	Fowler-Murray	2413-501-0102-000-7
Ord. 2026-008	PZANN2025-00007	Acerra #2	2413-501-0158-000-4

APPLICANT REQUEST

The applicant, Tony Acerra, has submitted four petitions for Voluntary Annexation to extend the territorial limits of the City of Fort Pierce, for the following properties located at or near 2528 South Ocean Drive. Proposed Future Land Use and Zoning designations vary by property.

Owner	Parcel	Acre	FLU	Zone
Acerra #1	2413-501-0154-000-6	0.19	RL	R-1
Alberti	2413-501-0155-000-3	0.19	RL	R-1
Fowler-Murray	2413-501-0102-000-7	1.42	GC	C-3
Acerra #2	2413-501-0158-000-4	0.21	RL	R-1



Site Location Map

SUMMARY

The subject parcels are located at the southern end of the City limits on Hutchison Island. For reference, approximately ¼ mile south of the Blue Heron Boulevard / S. Ocean Drive (A1A) intersection and south of Pie Hole Pizza on the west side of the road.

The parcels are currently vacant and contains natural mangroves.

The current taxable values of the properties total $213,047. Should the applications for Voluntary Annexation be approved, and future development of the land occurs, each property could create a new source of ad-valorem tax revenue.

Owner	Parcel	Acre	SLC FLU	SLC Zoning	Taxable Value
Acerra #1	2413-501-0154-000-6	0.19	RS	HIRD	$27,860
Alberti	2413-501-0155-000-3	0.19	RS	HIRD	$27,860
Fowler-Murray	2413-501-0102-000-7	1.42	COM/RU	CG/HIRD	$125,601
Acerra #2	2413-501-0158-000-4	0.21	RS	HIRD	$31,726

Future Land Use (FLU)
RS – Residential Suburban, 2 du/ac
RU – Residential Urban, 5 du/ac
COM - Commercial

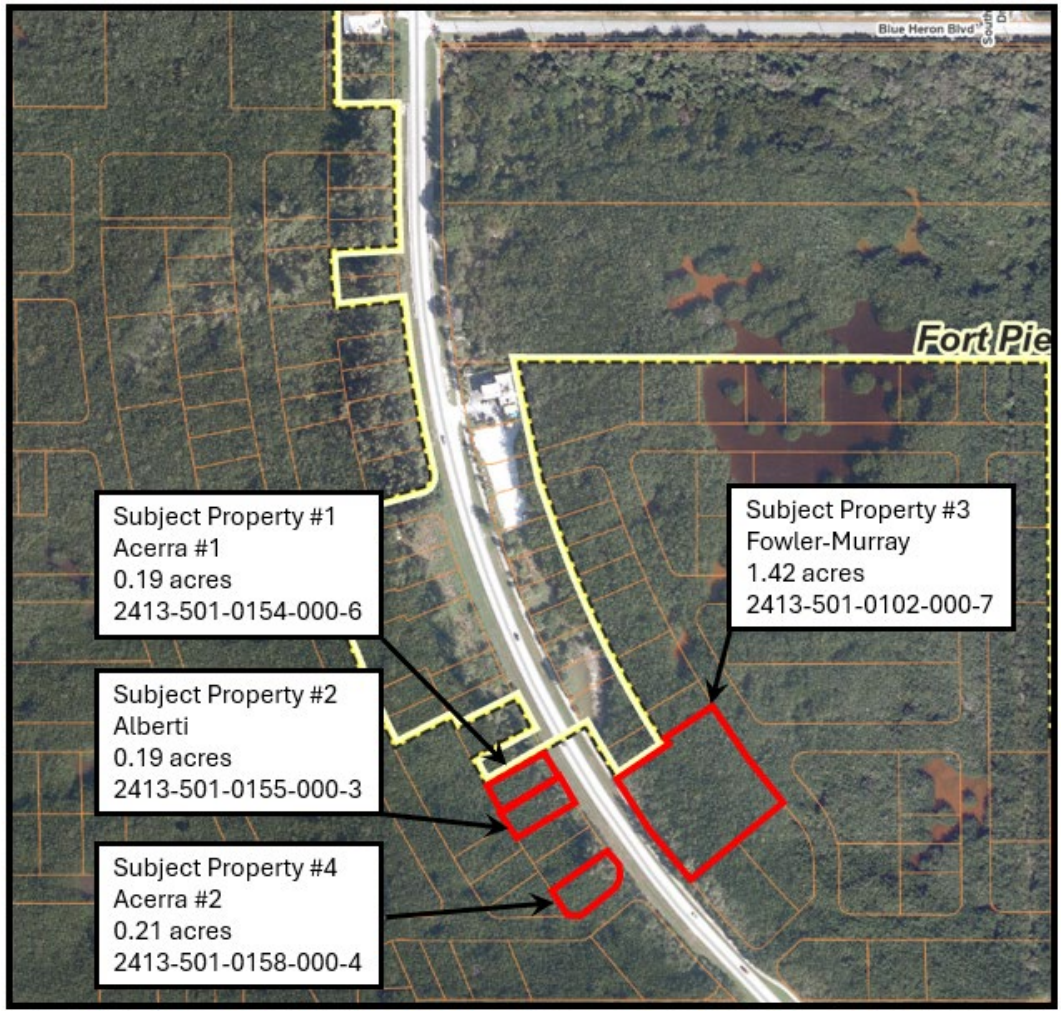
Zoning
HIRD – Hutchison Island Residential District
CG – Commercial General

STATUTORY ELIGIBILITY

Voluntary Annexations are governed by Florida Statute 171.044 to ensure eligibility for incorporation into the City. They must:

- Be reasonably compact;
- Be contiguous to the municipal boundary;
- Not create an enclave.

Owner	Compact?	Contiguous?	Creates Enclave?
Acerra #1	Y	Y	N
Alberti	Y	Y; if Acerra #1	N
Fowler-Murray	Y	Y	N
Acerra #2	Y	Y; if Fowler-Murray	N



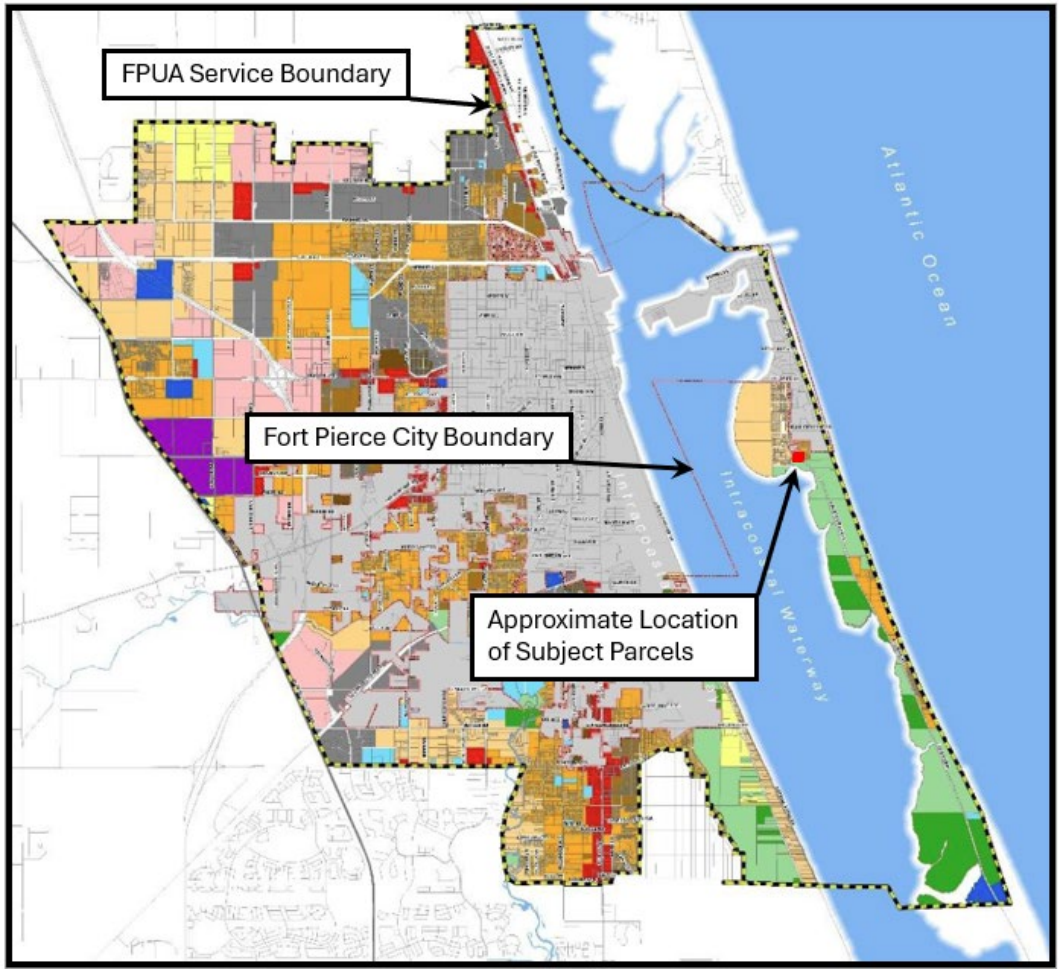
Site Location Map

COMPREHENSIVE PLAN POLICIES

Future Land Use Element Objective 1.11 of the Comprehensive Plan states:

> *Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City.*

The subject parcels are located within the FPUA services boundary.



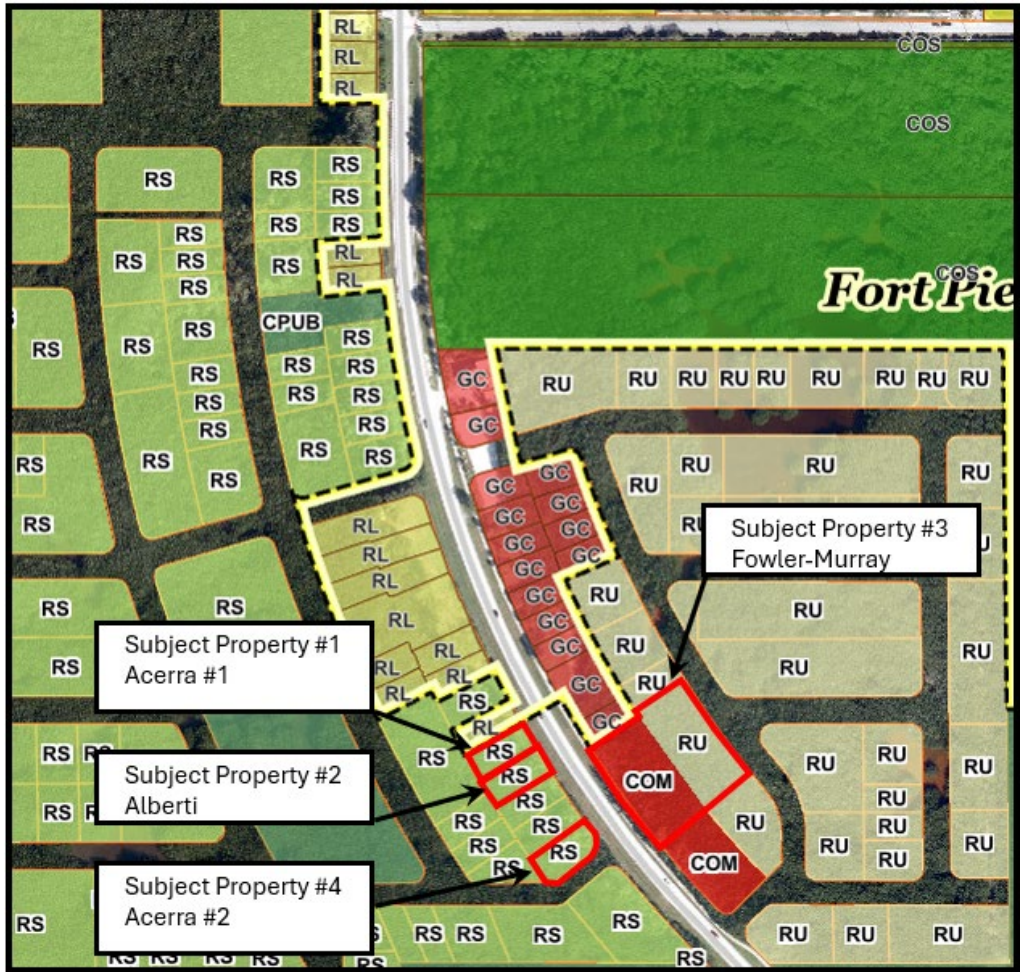
Future Land Use in Service Boundary Map

COMPREHENSIVE PLAN POLICIES

Comprehensive Plan Policy 1.11.5 states:

> *Properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.*

Owner	Parcel	SLC FLU	Proposed FLU
Acerra #1	2413-501-0154-000-6	RS	RL
Alberti	2413-501-0155-000-3	RS	RL
Fowler-Murray	2413-501-0102-000-7	COM / RU	GC
Acerra #2	2413-501-0158-000-4	RS	RL



City / County Future Land Uses

<u>County Future Land Use</u>
RS – Residential Suburban, 2 du/ac
RU – Residential Urban, 5 du/ac
COM - Commercial

<u>City Future Land Use</u>
RL – Residential Low
GC – General Commercial

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ACERRA #1 ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.19	8,276.4

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
INCREASE / (DECREASE)			0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ALBERTI ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.19	8,276.4

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)		0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - FOWLER/MURRAY ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	1.42	61,855.2

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL URBAN (RU)	5	3	0.0	0.0 SQ.FT
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	77,319.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	0	0	1.0	61,855.2 SQ.FT
	INCREASE / (DECREASE)		(3)		(15,463.8) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ACERRA #2 ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.21	9,147.6

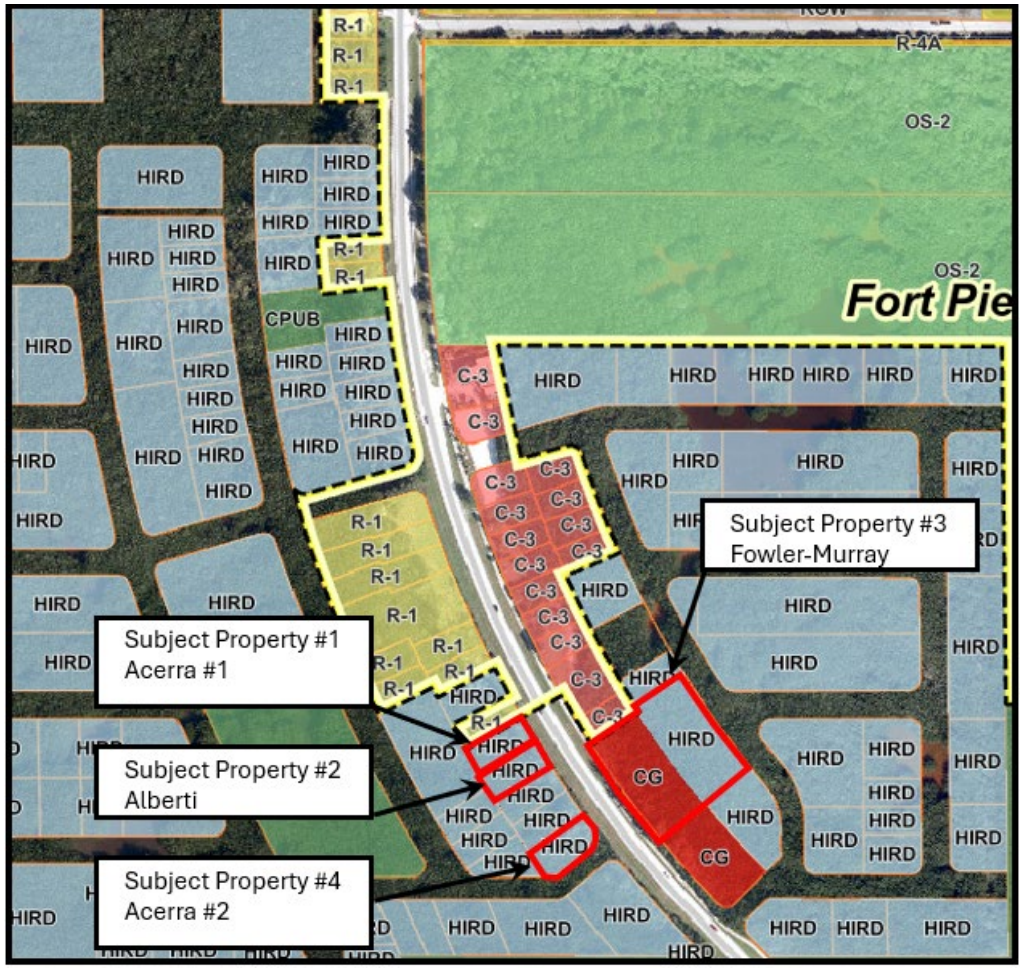
		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
INCREASE / (DECREASE)			0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

ZONING

Similar to Land Use policies in the Comprehensive Plan, City policy has been to assign similar zoning districts as the County for annexations.

Owner	Parcel	SLC Zoning	Proposed Zoning
Acerra #1	2413-501-0154-000-6	RS	R-1
Alberti	2413-501-0155-000-3	RS	R-1
Fowler-Murray	2413-501-0102-000-7	COM / RU	C-3
Acerra #2	2413-501-0158-000-4	RS	R-1



City / County Zoning

<u>County Zoning</u>
HIRD – Hutchison Island Residential District
CG – Commercial General

<u>City Zoning</u>
R-1 – Residential Family Low Density
C-3 – General Commercial

ZONING

In review of the bulk area regulations for the R-1 zoning district, three of the subject parcels would be considered non-conforming with regard to lot area and lot width requirements.

Bulk Area Regulation	R-1 Zoning Requirement	Acerra #1	Alberti	Acerra #2
Lot Area	12,000 sq. ft.	8,333 sq. ft.	8,333 sq. ft.	9,148 sq. ft.
Lot Width	75 ft.	60 ft.	60 ft.	69 ft.

ANNEXATION REVIEW CRITERIA

Future Land Use Policy 1.11.1 of the Comprehensive Plan provides four (4) criteria by which annexations should be evaluated.

Criteria	Acerra #1	Alberti	Fowler-Murray	Acerra #2
City can provide services at equal or better levels than current providers?	Yes.	Yes.	Yes.	Yes.
City can provide services at adopted levels of service?	Yes.	Yes.	Yes.	Yes.
Annexation eliminates or could be expanded to eliminate an enclave?	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.
Annexation eliminates irregularity in City boundary?	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.

COORDINATION

Technical Review Committee

All affected departments have reviewed the proposed ANNEXATIONS with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

All Departments have supported the annexation, given the subject property is not allowed to construct a septic system on the property and is required to connect to water and sewer services provided by FPUA which would be regulated by building permitting.

Planning Board

At its January 12, 2026, meeting, the Planning Board voted 5-1 to recommend approval of the proposed ANNEXATIONS.

STAFF RECOMMENDATION

Staff recommends that the City Commission APPROVAE the proposed ANNEXATIONS.

- ❑ Consistent with Florida Statute 171.044.
- ❑ Consistent with Comprehensive Plan Objective 1.11 and Policies 1.11.5 and 1.11.1.
- ❑ Does not adversely affect the public health, safety, convenience and general welfare.

Alternative actions of the City Commission:

- Recommend Approval with changes.

or

- Recommend Disapproval

CITY OF FORT PIERCE

VOLUNTARY ANNEXATIONS
At or near 2528 S. OCEAN DRIVE

March 16, 2026

Ordinance	Application No.	Owner	Parcel ID
Ord. 2026-005	PZANN2025-00006	Acerra	2413-501-0154-000-6
Ord. 2026-006	PZANN2025-00008	Alberti	2413-501-0155-000-3
Ord. 2026-007	PZANN2025-00009	Fowler-Murray	2413-501-0102-000-7
Ord. 2026-008	PZANN2025-00007	Acerra	2413-501-0158-000-4



Property Identification

Site Address:	S OCEAN DR
Sec/Town/Range:	18/35S/41E
Parcel ID:	**2413-501-0102-000-7**
Jurisdiction:	Saint Lucie County
Land Use Code:	1000 - Vac Comm
Account #:	**24350**
Map ID:	25/18N
Zoning:	Hutch Isla



Legal Description

SURFSIDE HARBOR BLK 8 LOTS 10, 11, 12, 13, 20, 21, 22 AND 23 (OR 209-2992: 269-1437: 393-358: 1224-906: 1486-615)

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.73
Land Size (SF):	31,750

Map



Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	170

Sources/links:

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: South Ocean Drive
2. Legal description of real property for which annexation is being requested:
   Lots 10, 11, 12, 13, 20, 21, 22, 23, Block 8, SURFSIDE HARBOR, according to the plat thereof,
   as recorded in Plat Book 10, Page 68, of the Public Records of St. Lucie County, Florida.
   Property Tax ID: 2413-501-0102-000-7
3. Size of described property: 31,750 square feet
4. Project description: Annexation into the City of Ft. Pierce
5. Current St. Lucie County Future Land Use Designation: Residential/Commercial
6. Current St. Lucie County Zoning: Hutchinson Island
7. Is this a Historic property? No
8. Appraised value: $134,000.00
9. Name of Owner(s): Sean M. Murray and Michael D. Fowler
   Signature of Owner(s):
   Mailing Address: 9530 Laurelwood Court
   City Ft. Pierce State FL Zip 34951
   Phone 772-579-6147 Fax 772-617-1252

10. Name of Representative: [redacted] TONY ACERRA

Signature of representative: Anthony D. Acerra

Mailing Address: 302 S.W KANEI AVE.

City) PORT SAINT LUCIE State FL. Zip 34953

Phone 772-822-1859 Fax —

E-mail: TONYACERRA@COMCAST.NET

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number:1721574 OR BOOK 1224 PAGE 0906
Recorded: 05-20-99 11:04 A.M.

Prepared by and Return to:
Kevin H. Hendrickson
310 South Second Street
Fort Pierce, FL 34950
[TITLE NOT EXAMINED BY SCRIVENER]

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE, executed on May 14, 1999, between **Lela McCarty Mitchell**, as Successor Personal Representative of the Estate of **MICHAEL S. MCCARTY**, deceased, pursuant to execution of letters of administration on October 16, 1996, whose post office address is Post Office Box 976, Thomasville, Georgia 31799, **Grantor**, and **Michael D. Fowler**, **Grantee**, whose mailing address is P. O. Box 1270, Fort Pierce, Florida 34954.

0.00
0.70
0.00

* Doc Assump: $
* Doc Tax : $
* Int Tax : $

WITNESSETH:

WHEREAS, MICHAEL S. MCCARTY (the "Decedent") died testate resident of St. Lucie County, Florida, on May 6, 1995.

WHEREAS, the decedent in his Last Will and Testament, dated April 10, 1995, which has been duly admitted to probate by the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, Probate Division, in File No. 95-394-CP on the 26th day of May, 1995 along with the execution of Letters of Administration on May 26, 1995 and

WHEREAS, Michael D. Fowler is entitled to reasonable compensation for services rendered as the attorney of record for the predecessor personal representative, Lisa McCarty, and has agreed to take in kind distribution of real property in lieu of monetary remuneration and

NOW, THEREFORE, in the consideration of the sum of One Dollars ($1.00), and pursuant to the agreement between the parties hereto to settle the outstanding balance of attorneys fee due **Michael D. Fowler**, the Grantor has granted, bargained, sold, released, conveyed and confirmed to the said Grantee, his heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

> An undivided one-half interest in and to the following:
> Lots 10, 11, 12, 13, 20, 21, 22 and 23, Block 8, SURFSIDE HARBOR, Plat Book 10, page 68, in the Public Records of St. Lucie County, Florida.
> **TIN # 2413-501-0102-0007**

This deed was prepared based upon information provided by the parties hereto and without the benefit of title examination. By the delivery (by grantor) and acceptance (by grantee)

of this deed, the grantor and the grantee agree to indemnify and hold harmless the preparer of this deed from any and all liability arising by reason of matters which would have been revealed by a search of the public records.

TOGETHER with all singular tenements, hereditaments and appurtenances belonging or in any way appertaining to that real property.

TO HAVE AND TO HOLD, the above described premises unto the Grantee in fee simple forever, and the Grantor, as Successor Personal Representative, does hereby covenant with the Grantee against all persons whomsoever lawfully claiming or to claim by, through or under the Grantor as Personal Representative, that the Grantor as Successor Personal Representative is lawfully possessed of the above described premises, that they are free and clear of all encumbrances and that the grantor as Successor Personal Representative has good, right and lawfully authority to sell, convey, alienate, hypothecate, transfer and assign the same and that in all things preliminary to and in and about, this conveyance, the laws of Florida have been followed and complied with in all respects. The Grantor as Successor Personal Representative does hereby fully warrant the title to that land and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the Grantor as Successor Personal Representative.

IN WITNESS WHEREOF, the Grantor, as duly constituted and appointed Successor Personal Representative of the Estate of **MICHAEL S. MCCARTY**, Deceased, has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered
in the Presence of :

Patricia B Durrance
Witness's Signature

Patricia B. Durrance
Witness's Printed Name

Travis Shepherd
Witness's Signature

Travis Shepherd
Witness's Printed Name

Lela McCarty Mitchell
Lela McCarty Mitchell, as Successor
Personal Representative of the Estate of
MICHAEL S. MCCARTY
Post Office Box 976
Thomasville, Georgia 31799

OR BOOK 1224 PAGE 0907

STATE OF GEORGIA
COUNTY OF

The foregoing instrument was acknowledge before me this 14 day of MAY, 1999, by **Lela McCarty Mitchell**, as Successor Personal Representative of the estate of **MICHAEL S. MCCARTY**, who is personally known to me or has produced _____ as identification.

Ramona L Benton
Notary Public

Ramona L Benton
Printed Name
My commission Expires:

NOTARY PUBLIC, THOMAS COUNTY, GA.
MY COMMISSION EXPIRES JUNE 16, 2001

Prepared by and Return to:
Kevin H. Hendrickson
310 South Second Street
Fort Pierce, FL 34950

OR BOOK 1224 PAGE 0908

Return to: (enclose self-addressed stamped envelope)
Name: Thomas L. Campbell
Address: 1800-C Okeechobee Road
Ft. Pierce, FL 34950

WARRANTY DEED
INDIVID. TO INDIVID

RAMCO FORM 01

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2002965 OR BOOK 1486 PAGE 615
Recorded:01/31/02 12:27

This Instrument Prepared by:
Thomas L. Campbell
Address: 1800-C Okeechobee Road
Ft. Pierce, FL 34950

Doc Assump: $ 0.00
Doc Tax : $ 0.70
* Int Tax : $ 0.00

Property Appraisers Parcel I.D. (Folio) Number(s):

Grantee(s) S.S.#(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed *Made the* 30th *day of* November *A. D.* 19 89 *by*

GEORGE E. MURRAY, a single adult,

hereinafter called the grantor, to

SEAN M. MURRAY, a single adult,

whose postoffice address is P.O. Box 3121, Ft. Pierce, Florida 34948
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in County, Florida, viz:*

An undivided one-half interest in and to the following:

Lots 10, 11, 12, 13, 20, 21, 22 and 23, Block 8, SURFSIDE HARBOR, according to the Plat thereof as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Together *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19*

In Witness Whereof, *the said grantor has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in our presence:

John V. Cahill — Sean M. Murray L.S.

Katherine L. Blusser — L.S.

STATE OF Florida
COUNTY OF St. Lucie

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared GEORGE E. MURRAY to me known to be the person described in and who executed the foregoing instrument and HE acknowledged before me that HE executed the same.

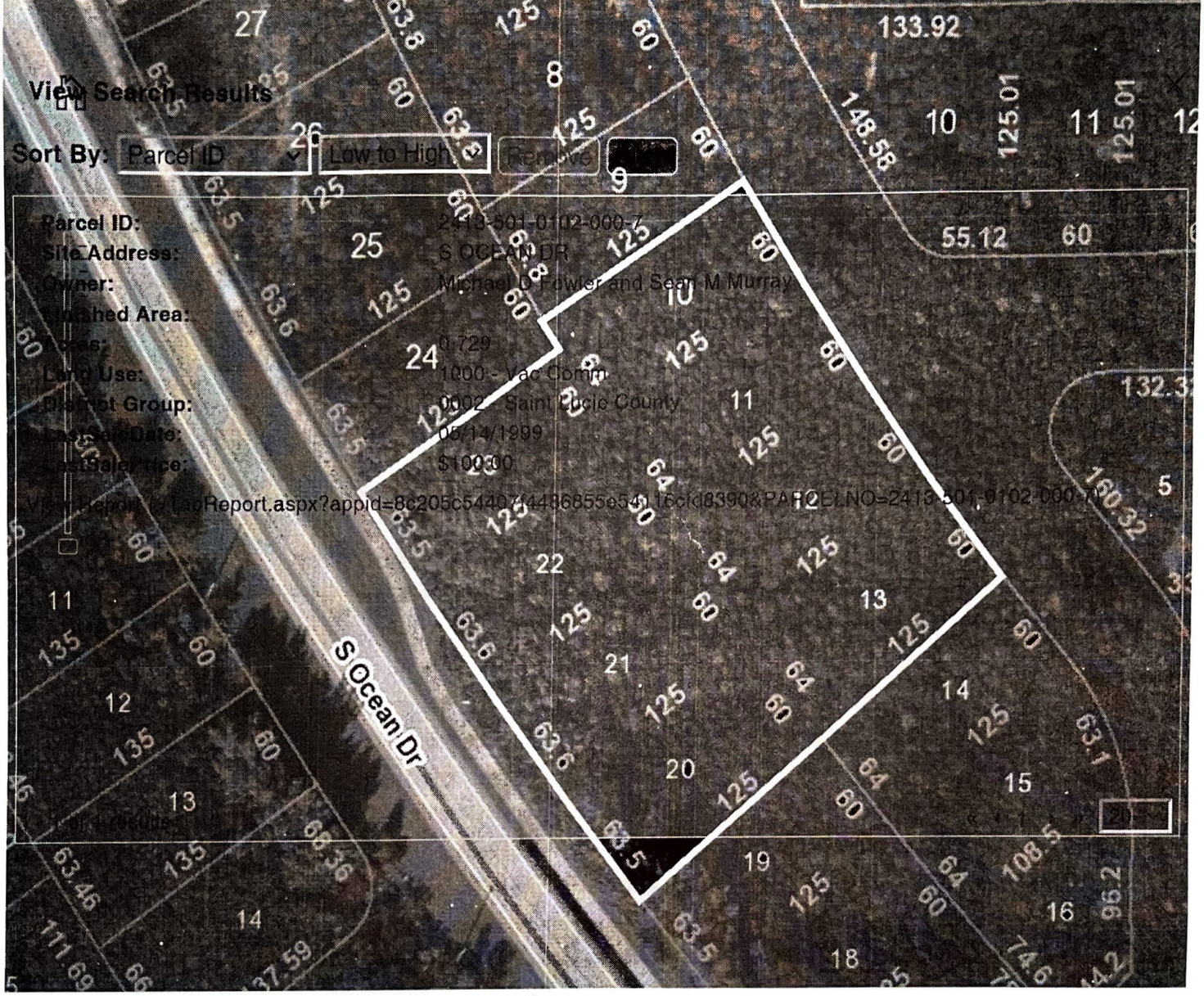
WITNESS my hand and official seal in the County and State last aforesaid this 8 day of DECEMBER A. D. 1989

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 7, 1991
BONDED BY [illegible] SURETY CORP.

Ann Procino

ANN PROCINO NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Kelton - Murray
OHO 72



Export as: TXT Download

100ft

2021-09-28

Click here for Legal Disclaimer

CITY OF
FT PIERCE
PLANNING & DEVELOPMENT

Owner's Authorization Letter

I/we hereby certify that I/we am/are the owner(s) of the described property. I/we am/are respectfully requesting processing and approval of permit(s) and/or project(s) reviews. I/we hereby authorize the Applicant listed on this letter to act on my/our behalf during the processing, review, presentation of this request and any inspections associated with this request. They shall be the principal contact with the City during the processing, review, presentation of this request and any inspections associated with this request for annexation of property into the City of Ft Pierce, FL.

Anthony S. ACERRA	10/6/2025
Name of Applicant or Company (Printed)	Date
[signature]	11.18.25
1st Owners Signature	Date
MICHAEL D. FOWLER	11.18.25
1st Owners Printed Name	Date
2nd Owners Signature	Date
2nd Owners Printed Name	Date

Additional property owners must provide their signatures, printed names, and dates on a separate letter. This letter must also be notarized. Failure to include additional property owner(s) or to submit the document correctly may result in delays.

Be aware that individuals representing a corporation, limited liability company (LLC), or similar entity in matters of property ownership must include documentation with this letter confirming their authority to sign on behalf of the entity. Failure to provide this documentation may result in delays.

ATTEST: THE STATE OF Florida **:** St. Lucie **COUNTY**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida, on this day personally appeared Michael Fowler, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE 18th DAY OF November, 2025

[signature]
NOTARY PUBLIC

ASHLEY D WOOD
Notary Public - State of Florida
Commission # HH 325[illegible]
My Comm. Expires Oct 24, 2026
Bonded through National Notary Assn.

CITY OF
FT PIERCE
PLANNING & DEVELOPMENT

Owner's Authorization Letter

I/we hereby certify that I/we am/are the owner(s) of the described property. I/we am/are respectfully requesting processing and approval of permit(s) and/or project(s) reviews. I/we hereby authorize the Applicant listed on this letter to act on my/our behalf during the processing, review, presentation of this request and any inspections associated with this request. They shall be the principal contact with the City during the processing, review, presentation of this request and any inspections associated with this request for annexation of property into the City of Ft. Pierce, FL.

Anthony S. ACERRA — Name of Applicant or Company (Printed)

10/6/2025 — Date

[signature] — 1st Owners Signature

11/06/2025 — Date

Sean M. Murray — 1st Owners Printed Name

11/06/2025 — Date

2nd Owners Signature

Date

2nd Owners Printed Name

Date

Additional property owners must provide their signatures, printed names, and dates on a separate letter. This letter must also be notarized. Failure to include additional property owner(s) or to submit the document correctly may result in delays.

Be aware that individuals representing a corporation, limited liability company (LLC), or similar entity in matters of property ownership must include documentation with this letter confirming their authority to sign on behalf of the entity. Failure to provide this documentation may result in delays.

ATTEST: THE STATE OF Florida **:** Highland **COUNTY**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida, on this day personally appeared Sean M. Murray, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE 6th DAY OF November, 2025

[signature]

NOTARY PUBLIC

KAREN L. GRIFFIN
MY COMMISSION # HH 599324
EXPIRES: December 19, 2028

(Seal)

Justification Statement

All my life I enjoyed creating and building. In 1979 I became a union carpenter and worked in the extreme heat and cold for 38 years. I first visited Florida in 1975 with a couple of friends and returned many times afterwards. In 1989 I visited friends and Stuart. Their parents just built a house on the river in Sewall's Point. The sunsets were amazing and the warmth thawed my frostbitten fingers and toes. I knew I had to return here someday. My dream was to build a home with a sunset view.

I bought a fixer-upper house in my hometown and worked on it for 35 years. I also sacrificed to save money by working side jobs, nights and weekends. In 2003, 12 years before my retirement in 2015 because of spinal injuries. I bought my first Lot #14 on Hutchinson Island at Bear Point Sanctuary in the Surfside Harbor subdivision. I envisioned my dream three-story home with 360° sunrise to sunset views. I was curious why no one had built in the area after finding out that those lots were plotted out in 1950. So, I did my due diligence and visited the county building department on 2300 Virginia Ave in 2003 a couple of weeks later. The gentleman in the office there took me into the conference room and I showed him what I had just purchased. weeks later. He told me, "You are grandfathered into the lot size and setbacks for your house and septic tank". I felt relieved, so I bought my second lot #10.

Soon after I did a lot of legwork and asked many questions. I hired a wetlands consultant and started my mitigation process for Lot 14 with Lauri Heistermann at the Bear point Mitigation Bank. I paid for one reservation credit to mitigate the mangoes which amounted to 1/10th of an acre, or 4,500 square ft. I then hired my wetlands consultant to begin my DEP application much time and money later. I also have my DEP approval. Which, by the way, included a septic tank because the county did not provide sewer or water service. The City of Fort Pierce had a waterline installed only. Powerlines were there, and my dream was coming true. Little did I know my nightmare was just about to begin. Not just for me, before the whole subdivision dozens of lots were sold off during 2003 to 2004 and no one discovered any restrictions either.

Then a stroke of luck. After buying YMCA Easter house tickets since 1989, yes 31 years, I got a call from the YMCA in 2020. " You won the house". A year later our house was sold in a good market and my wife and I moved into the house in Port St. Lucie. I was ready to build. But, not so fast. First, the county said they would not allow a septic tank. I needed a sewer line. One day I was speaking to a builder/ developer from West Palm Beach who had bought a lot just up from me about my sewer petition. He said he was told the county had created. Something called an NCLOR, which rendered our lots, non-conforming, not billable, I basically worthless. Deep depression. I had been in the process of trying to get a sewer line from the county 1.5 miles to the south of our subdivision at a cost of $1.5 million in 2021. This first MSBU consisted of 75 lots from Blue Heron Boulevard to the end of our subdivision just north of the Bear Point Sanctuary parking lot. I questioned Barbara Getler and Cathy Altizer about the targeted area because it included the lots not just fronting A1A, but also the lots behind us. I mentioned that I was always told that the back lots were never going to be able to be built on. Barbara said, "This is what they gave us".

I had no choice, but to continue on with the MSBU, even though I told Barbara and Cathy, that I was afraid for my life. Can you imagine me getting them to pay for my sewer line knowing that they could not use it? They know where I live, and everyone in Florida has a gun. I had checked in with the petition count for the MSBU from time to time. Two years later, I was seven petitions short.

The next time I called Barbara, she told me my MSBU would not be allowed because our properties were not valuable enough. I said they were not valuable because we do not have a sewer line. I called Ray Morankus from the county sewer department to ask him if our subdivision could self-pay. He said the cost to install the sewer line went from $1.5 million to $4.5 million during that two year time period. This MSBU was doomed to fail from the beginning. Even if I did get the last seven properties, my MSBU would have been rejected by the county attorney anyway. I know this now only because of what happened next.

One day, I went to talk to Otis the owner of the Pie Hole pizza restaurant in our subdivision. The waitress said he was out of town. I mentioned about the sewer line and she told me he got approval from FPUA to bring it from Blue Heron Boulevard to the north south to his restaurant and properties. I was confused. When I inquired about that, I was told that would not be possible because that line was installed with federal money and it could not be extended south of Blue Heron Boulevard. Apparently, I was given wrong information again.

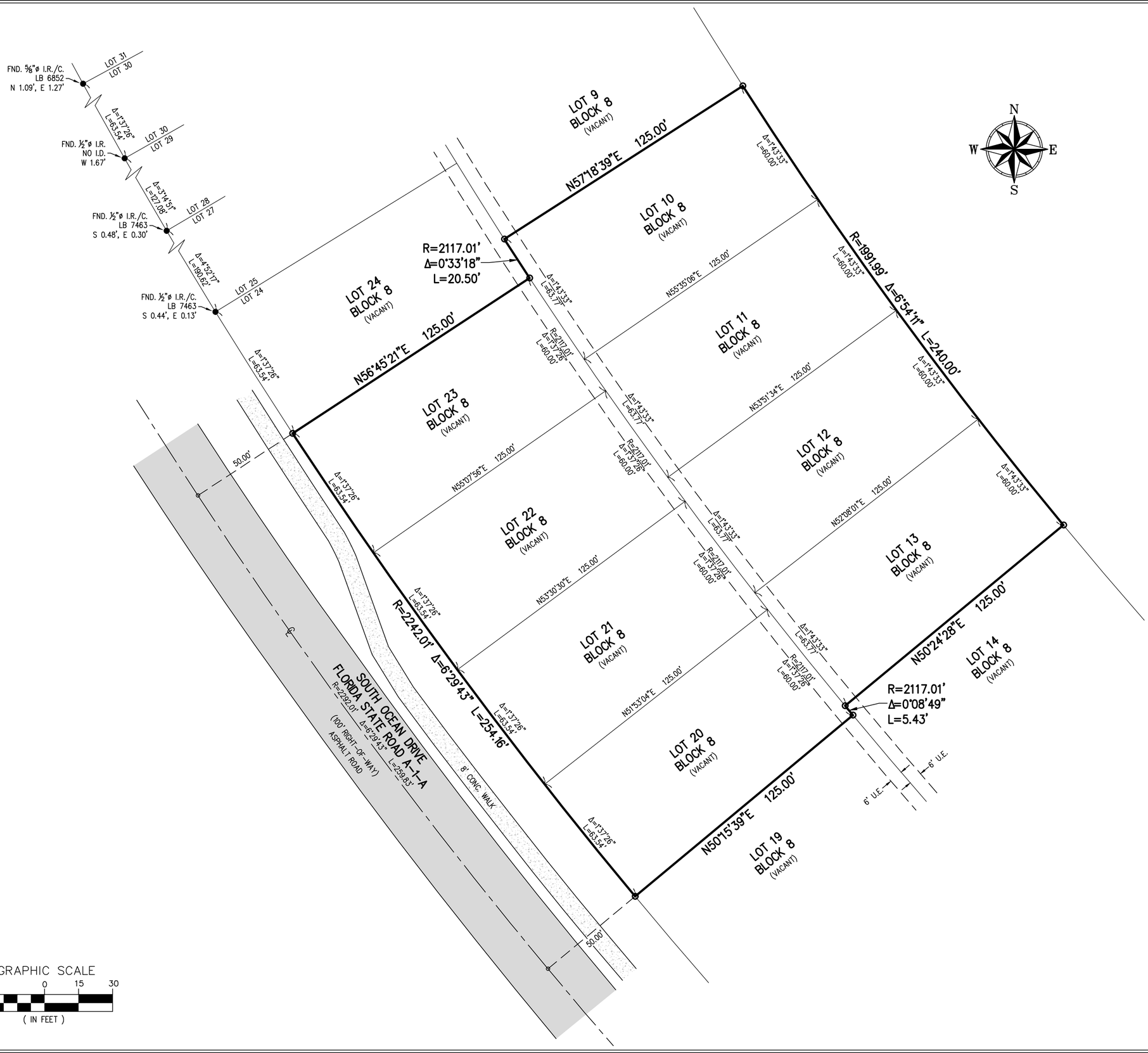
In March 2022, I decided to hire a lawyer to see what my options were. He told me that I needed to annex into the City of Fort Pierce because they did not change their ordinance and our lots would be considered conforming and buildable. I got in contact with Venus Gilmore, who is very helpful. My lawyer set up a meeting with him at City Hall. At that meeting, Venus confirmed that I could annex, my lots would be conforming, and that I could have a septic tank.

Great, I didn't have to bother with another MSBU for sewer line. Weeks later, I walked into the annexation meeting, and Ryan Altizer said, "You're going to be quick and easy so we are going to do yours first". I was annexing my Lot 14 to the lot across A1A to whom I paid $2100 for his survey to get him to annex because he was contiguous with the lot next to him thus making me contiguous with his lot across A1A. This is basically what lot number #9 did which my second lot to be annexed #10 is contiguous to. He annexed his lot in 2007 according to ordinance K-438 which was created by the City of Fort Pierce in 2006. But it wasn't that easy. As soon as the mention of a septic tank, I believe it was Alicia, said septic tanks were not allowed. At this point, the highs and lows are destroying my soul. Kevin Freeman said my annexation was on hold until we had a sewer line, not canceled.

So I contacted Bo Hutchinson and Lugey Dawson at the FPUA. He said yes the sewer line was federally funded. I asked him then how was Pie Whole Pizza was able to bring the sewer line down about 800' to his restaurant. He told me he paid for it himself. Private money. I contacted Barbara to start another MSBU to service the second half of our subdivision with FPUA. Bo said we first had to ge approval from Florida Fish And Wildlife. We called and emailed Patricia Kelly. She explained to us over the phone and through emails that she would only give permission for the 26 lots fronting A1A, and it had to be paid for by our private money. There was no formal application or document. The new 26 lot approval map was drawn up and Patricia indicated the area with a red arrow.

The new area map is part of my application and has been uploaded to the portal.

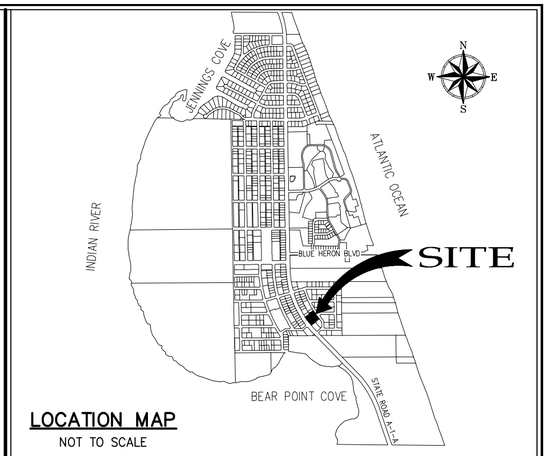
Of the 26 parcels, I have more than 75% of the required MSBU applications signed. Only 51% is required for approval. So here we are today because our MSBU was denied by the county because 10 of the 26 lots that are in the county are nonconforming. The county attorney said an owner of a nonconforming lot cannot be forced to pay for a MSBU if they are not able to build. We need to annex the 10 county lots first into the City of Fort Pierce to be conforming. Then, at that time, the sewer line can be installed. 16 of the 26 lots south of Pie Hole Pizza are already city lots in our MSBU. The lots from Blue Heron Boulevard south to Pie Hole Pizza are all city lots which make up the northern half of our subdivision. That makes about 90% city lots and 10% county lots total in our Surfside Harbor subdivision. This annexation process will conform the whole subdivision to city lots. Note, the FPUA owns the water line already and because of this if anyone were ever to build they would have to sign an annexation agreement for the City of Fort Pierce before any building would be able to commence. Thank you for considering our annexation applications.



GRAPHIC SCALE

30 0 15 30

(IN FEET)



LOCATION MAP

NOT TO SCALE

LEGEND

Δ	– DELTA (CENTRAL ANGLE)	L.M.E.	– LIMITED MAINTENANCE EASEMENT
℄	– CENTER LINE	L.P.	– LIGHT POLE
A/C	– AIR CONDITIONER	(N.R.)	– NON RADIAL
A.K.A.	– ALSO KNOWN AS	O.R.B.	– OFFICIAL RECORD BOOK
ALUM.	– ALUMINUM	P.B.	– PLAT BOOK
B.E.	– BUFFER EASEMENT	P.C.	– POINT OF CURVATURE
C.B.	– CATCH BASIN	P.C.C.	– POINT OF COMPOUND CURVATURE
C.O.	– CLEANOUT	P.I.	– POINT OF INTERSECTION
CLF	– CHAIN LINK FENCE	PGS.	– PAGE(S)
CONC.	– CONCRETE	P.R.C.	– POINT OF REVERSE CURVATURE
COV.	– COVERED	P.R.M.	– PERMANENT REFERENCE MONUMENT
C.U.E.	– CITY UTILITY EASEMENT	PROP.	– PROPOSED
D.E.	– DRAINAGE EASEMENT	R	– RADIUS
ELEC.	– ELECTRIC	R.P.	– RADIUS POINT
ELEV.	– ELEVATION	R/W	– RIGHT–OF–WAY
EQUIP.	– EQUIPMENT	(RAD.)	– RADIAL
ESMT.	– EASEMENT	SQ. FT.	– SQUARE FEET
EXIST.	– EXISTING	TYP.	– TYPICAL
F.H.	– FIRE HYDRANT	U.E.	– UTILITY EASEMENT
F.P.L.	– FLORIDA POWER & LIGHT	W.M.	– WATER METER
FIN.	– FINISHED	00.00	– DENOTES PROPOSED ELEVATION
FLR.	– FLOOR	0.00	– DENOTES EXISTING ELEVATION
FND.	– FOUND		– DIRECTION OF FLOW
G.V.	– GATE VALVE		– DRAINAGE MANHOLE
H.H.	– HAND HOLE		– IRRIGATION CONTROL VALVE
H.P.	– HIGH POINT	OHW	– OVERHEAD WIRES
I.R./CAP	– IRON ROD & CAP		– SANITARY MANHOLE
L	– ARC LENGTH		– SET 5/8" IR/CAP LB 3591
L.E.	– LANDSCAPE EASEMENT		– SIGN

NOTES:

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPERS.
2. THE LANDS, AS SHOWN HEREON, WERE NOT ABSTRACTED FOR RIGHT–OF–WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENT OF RECORD.
3. THE ELEVATIONS, AS SHOWN HEREON, ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
4. BEARINGS SHOWN HEREON REFER TO RECORD PLAT AND ASSUMES THE NORTHWEST LINE OF LOT 23, BLOCK 8 AS N56°45'21"E. ALL OTHERS RELATIVE THERETO.
5. THE DESCRIPTION, AS SHOWN HEREON, IS IN ACCORD WITH THE INSTRUMENT OF RECORD.
6. ANY UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY, OR PARTIES, IS PROHIBITED, WITHOUT WRITTEN CONSENT OF SAID SIGNING PARTY, OR PARTIES.
8. FLOOD ZONE: "AE" BASE FLOOD ELEV.: 4.0'; FIRM MAP NO. 12111C0192K; COMMUNITY NO. 120285; DATED: FEBRUARY 19, 2020.
9. BENCHMARK: NATIONAL GEODETIC SURVEY MONUMENT "97 77 A 21", ELEVATION = 2.48'.
10. PROPERTY ADDRESS: S OCEAN DRIVE

LEGAL DESCRIPTION:

LOTS 10, 11, 12, 13, 20, 21, 22 AND 23, BLOCK 8, SURFSIDE HARBOR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 68, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND LIMITATIONS OF RECORD.

CONTAINING 61,825.96 SQUARE FEET OR 1.419 ACRES, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS SURVEYED UNDER MY DIRECTION, ON JANUARY 12, 2023. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J–17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

_____

DAVID P. LINDLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA – LB #3591

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

BOUNDARY SURVEY
LOTS 10, 11, 12, 13, 20, 21, 22 AND 23, BLOCK 8
SURFSIDE HARBOR

BOUNDARY SURVEY	1/12/2023	RFC
REVISIONS	DATE	BY

DATE	1/12/2023	SCALE	1"=30'
FLD.BK.	N/A	CHECKED BY	RAL
PAGE	N/A		
FILE NAME 10299_Survey.dwg			

10299

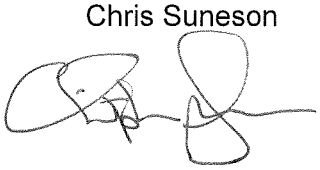
SHT.NO. 1 OF 1 SHEETS

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME:	Annexation – Fowler-Murray PZANN2025-00009 Ordinance 2026-007 Located near 2528 S. Ocean Drive
NOTICES PROVIDED PURSUANT TO:	City Code Section 125-37
NOTICE BY NEWSPAPER:	March 6, 2026 March 13, 2026
NOTICE BY MAIL:	February 6, 2026
NOTICE BY SIGNS:	N/A

VERIFIED BY: Chris Suneson **TITLE:** Assistant Planning Director

SIGNATURE:  **DATE:** March 3, 2026

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: CHRISTOPHER SUNESON, ASSISTANT PLANNING DIRECTOR, PLANNING DEPARTMENT

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: DRAFT ORDINANCE 26-0XX - PZANN2025-00009, FOWLER-MURPHY

CAO RLS#: 26-33

DATE: FEBRUARY 2, 2026

I have reviewed the above Request for Legal Services (RLS) related to the draft Ordinance to approve the petition for voluntary annexation pursuant to Florida Statute 171.044. A red-lined version of the Ordinance containing minor edits and a clean version has been uploaded to the RLS. Based on the above, **the Ordinance is approved as to form and correctness**.

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

From: Kori Benton <Kori.Benton@stlucieco.gov>
Sent: Thursday, December 18, 2025 10:30 AM
To: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Aimee Cooper <Aimee.Cooper@stlucieco.gov>; Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>
Subject: RE: Proposed Annexation of Parcel 2413-501-0154-000-6 FW: Bear Point Citizen Concerns

Four (4) parcels in total along A1A:

AGENDA

Regular Meeting of the Fort Pierce Technical Review Committee to be held Thursday, December 18, 2025 at 10:00 a.m. in the William D. Dar

New Business:

a. **PZVAR2025-00009**
Variance - Lot Coverage
Helseth Residence
1601 Frances Avenue

b. **PZANN2025-00006**
Annexation
Tony Acerra
Parcel ID: 2413-501-0154-000-6

c. **PZANN2025-00008**
John Alberti
Annexation
Parcel ID: 2413-501-0155-000-3

d. **PZANN2025-00009**
Annexation
Michael Fowler and Sean Murray
Parcel ID: 2413-501-0102-000-07

e. **PZANN2025-00007**
Annexation
Tony Acerra
Parcel ID: 2413-501-158-000-4

f. **PZSITE2025-00041**
Minor Site Plan
FPUA Moore's Creek Booster Station
Parcel ID: 2409-232-0007-000-3

g. **PZSITE2025-00043**
Major Site Plan Amendment
John Carroll High School
407 S. 33rd Street

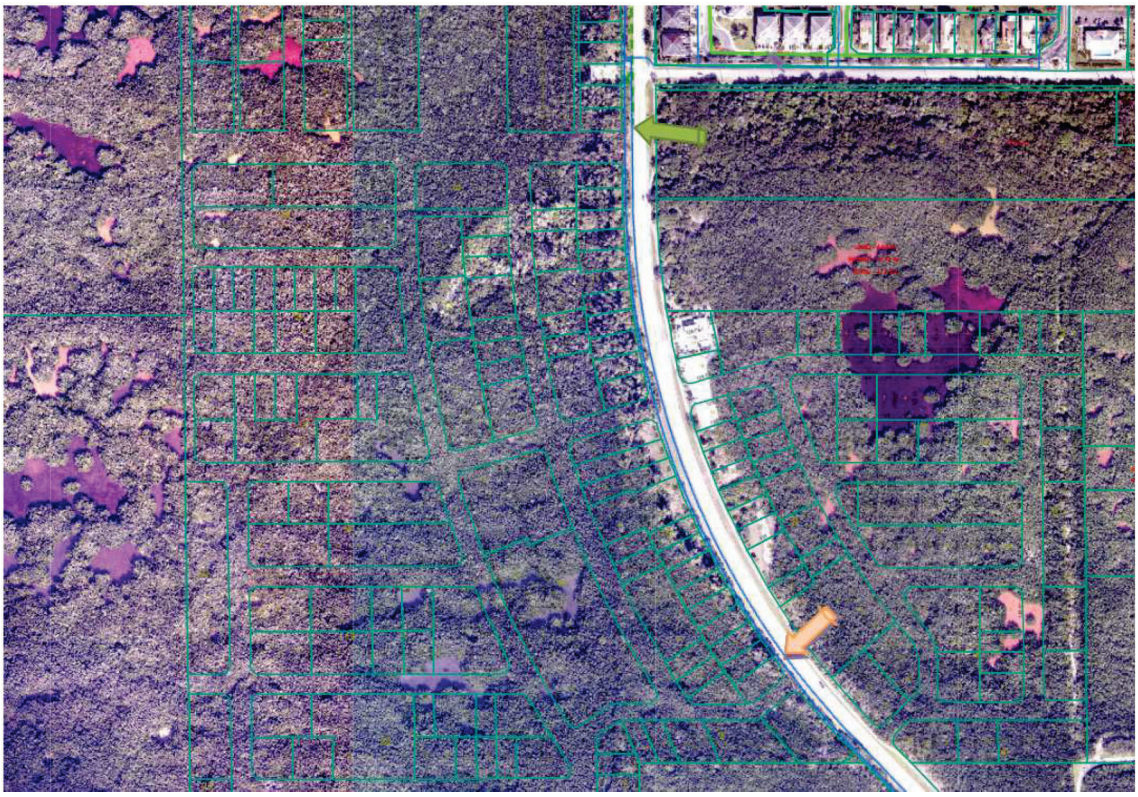
From: Kori Benton
Sent: Thursday, December 18, 2025 10:28 AM
To: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Aimee Cooper <Aimee.Cooper@stlucieco.gov>; Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>
Subject: Proposed Annexation of Parcel 2413-501-0154-000-6 FW: Bear Point Citizen Concerns

Simply an FYI:

Agenda - View Meetings
https://destinyhosted.com/fortpdocs/2025/TRC/20251218_4156/27596%5FPZANN2025%2D00006%2C%5FApplication%5FFiles.pdf

From: Kori Benton
Sent: Wednesday, July 16, 2025 11:06 PM
To: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>; Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Daniel Zrallack <Daniel.Zrallack@stlucieco.gov>
Cc: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Christopher B. Roe <croe@bmolaw.com>
Subject: RE: Bear Point Citizen Concerns

Thank you for keeping us in the loop. Utilities (FPUA), Wetlands (FDEP/Army Corp), Access (FDOT) and desired Annexation (COFP), the same if/then scenarios for decades – aside from the recent reversal of FPUA's service restriction.



From: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>
Sent: Wednesday, July 16, 2025 4:12 PM
To: Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Daniel Zrallack <Daniel.Zrallack@stlucieco.gov>; Kori Benton <Kori.Benton@stlucieco.gov>
Cc: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Christopher B. Roe <croe@bmolaw.com>
Subject: FW: Bear Point Citizen Concerns

From: Christine Westenhaver <Christine.Westenhaver@stlucieco.gov>
Sent: Wednesday, July 16, 2025 3:55 PM
To: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>
Cc: Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; James Clasby <James.Clasby@stlucieco.gov>
Subject: Bear Point Citizen Concerns

Good afternoon,

I wanted to follow up regarding a recent conversation I had with a citizen, Tony Acerra, concerning his property located in Bear Pointe on South Hutchinson Island.

Mr. Acerra mentioned that he has previously spoken with several of you regarding his ongoing situation. He explained that his most recent petition was denied and that he has been working with both the County and the City of Fort Pierce in an effort to either have his lot approved for septic or annexed into the City to connect to the sewer system.

According to Mr. Acerra, due to zoning changes by the County, his property—along with others in the area—was not grandfathered in, leaving him unable to build or sell after owning the lot for over 20 years.

He is respectfully requesting that the County consider offering relief by allowing, at a minimum, the front-facing lots along A1A to be annexed into the City of Fort Pierce, which would enable property owners like himself to connect to sewer and move forward with building or selling.

For your reference, I have attached a screenshot of Mr. Acerra's lot.

Thank you in advance for any guidance and/or updates,

Christine

Christine Westenhaver | Executive Aide to Commissioner James Clasby District 1
Work phone: (772) 462-1410 | 2300 Virginia Ave. Fort Pierce, FL 34982
[facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov | [instagram.com/stluciegov]instagram.com/stluciegov | [youtube.com/stluciegov]youtube.com/stluciegov



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

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Outlook

RE: Surfside Harbor parcels off from AIA on Hutchison Island

From Aimee Cooper <Aimee.Cooper@stlucieco.gov>

To Thomas Reetz <Thomas.Reetz@stlucieco.gov>; Irene Szedlmayer <Irene.Szedlmayer@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Thad Crowe <Thad.Crowe@stlucieco.gov>; Irene Szedlmayer <Irene.Szedlmayer@stlucieco.gov>; Tahir Curry <Tahir.Curry@stlucieco.gov>; Erin Lees <Erin.Lees@stlucieco.gov>; Kori Benton <Kori.Benton@stlucieco.gov>; Angela M. Vassar <Angela.M.Vassar@stlucieco.gov>; Lisa Shore <Lisa.Shore@stlucieco.gov>

Cc Amy Griffin <Amy.Griffin@stlucieco.gov>; Brian Arbeiter <Brian.Arbeiter@stlucieco.gov>; Bryan-James Redden <Bryan-James.Redden@stlucieco.gov>; Lydia Galbraith <Lydia.Galbraith@stlucieco.gov>; Grant M. Chambers <Grant.M.Chambers@stlucieco.gov>; Jennifer McGee <Jennifer.L.McGee@stlucieco.gov>; Brion Pauley <Brion.Pauley@stlucieco.gov>

5 attachments (12 MB)

Department of the Interior to SLC about CBRA Areas.pdf; 1-Hutchinson Island Unit P11.pdf; 2-Hutchinson Island Unit P11.pdf; Fwd: Clevenger Parcel - Utilities Inquiry; FLDEP_DSL_OES_FF_22_IndianRiverLagoonBlueway.pdf;

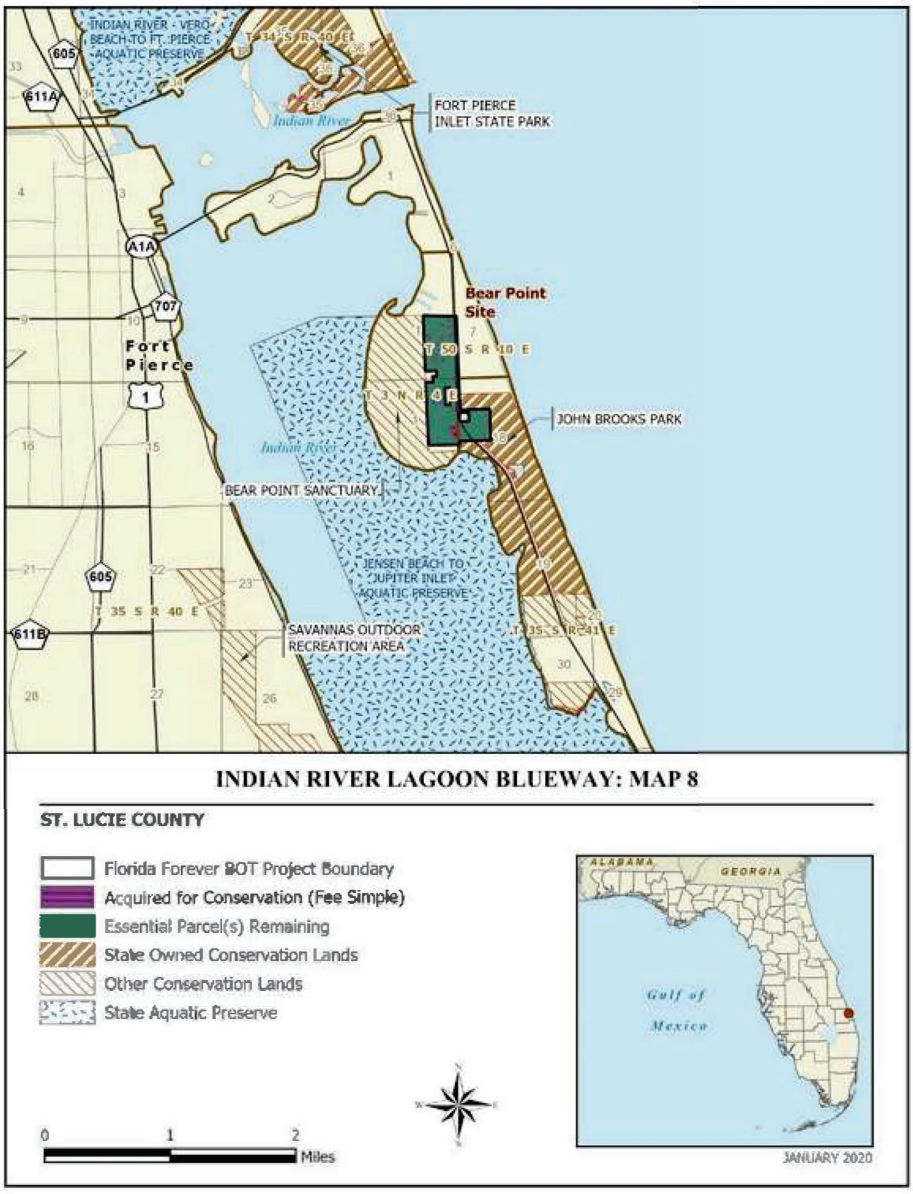
Good afternoon,

US Fish and Wildlife (FWS) administered the Coastal Barrier Resources Act (CBRA), which encourages the conservation of storm-prone and dynamic coastal barriers by withdrawing the availability of federal funding and financial assistance within a designated set of units known as the Coastal Barrier Resources System (CBRS). With the passage of CBRA in 1982, Congress recognized that certain actions and programs of the Federal Government have historically subsidized and encouraged development on coastal barriers, resulting in the loss of natural resources, threats to human life, health, and property, and the expenditure of millions of tax dollars each year. CBRA seeks to minimize these effects by restricting federal funding and financial assistance affecting the CBRS. CBRA does not prohibit the expenditure of private, state, or local funds within the CBRS. Additionally, it does not prevent federal agencies from issuing permits or conducting environmental studies. Areas within the CBRS may be developed, provided that private developers or other non-federal parties bear the full cost and risk.

Please find the following attached:

- CBRA Maps from the FWS website.
- A letter from the Department of the Interior dated January 27, 1988, in response to inquiries by the Planning and Zoning Director at that time regarding CBRA as it affects the provisions of public services on Hutchinson Island.
- A 2019 historical email from ERD Staff sent to our Legal Department and their response which states the letter is still applicable.

In summary, it has been our understanding that the US Department of the Interior indicated Fort Pierce Utility Authority (FPUA) could not allow connections to their sewer service mains for properties located within the designated CBRA Zone due to their previous use of federal funding. That being said, also mentioned in the email are concerns ERD staff has with installing septic systems near or within areas recognized as environmentally sensitive lands (ESLs), such wetlands, especially Category I wetlands, which are those with a hydrological connection to natural water bodies such as the Indian River Lagoon.



Map 9: FNAI, January 2020

Additionally, these parcels within the Surfside Harbor Plat are considered and have been identified as Essential Parcels Remaining for acquisition through the Indian River Lagoon Blueway program. Acquisition of this project will be a coordinated effort between directly involved local governments, water management districts and the State. The five counties (Volusia, Brevard, Indian River, St. Lucie and Martin) and the WMDs (SJRWMD and SFWMD) have sent resolutions in support of this project. Please find attached the **Indian River Lagoon Blueway** project Florida Forever 5-Year Plan for reference.

I hope this information is helpful. Please let me know if I can provide you with any additional information or if you would like to further discuss.
Thank you,
Aimee

Aimee L. Cooper | Environmental Regulations Manager | Environmental Resources Department
ERD Main: 772-462-2526 | Direct: 772-462-6440 | Cell: 772-971-5564 | 3398 Selvitz Road, Fort Pierce 34981
ERD Website | [facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov | [instagram.com/stluciegov]instagram.com/stluciegov | [youtube.com/stluciegov]youtube.com/stluciegov

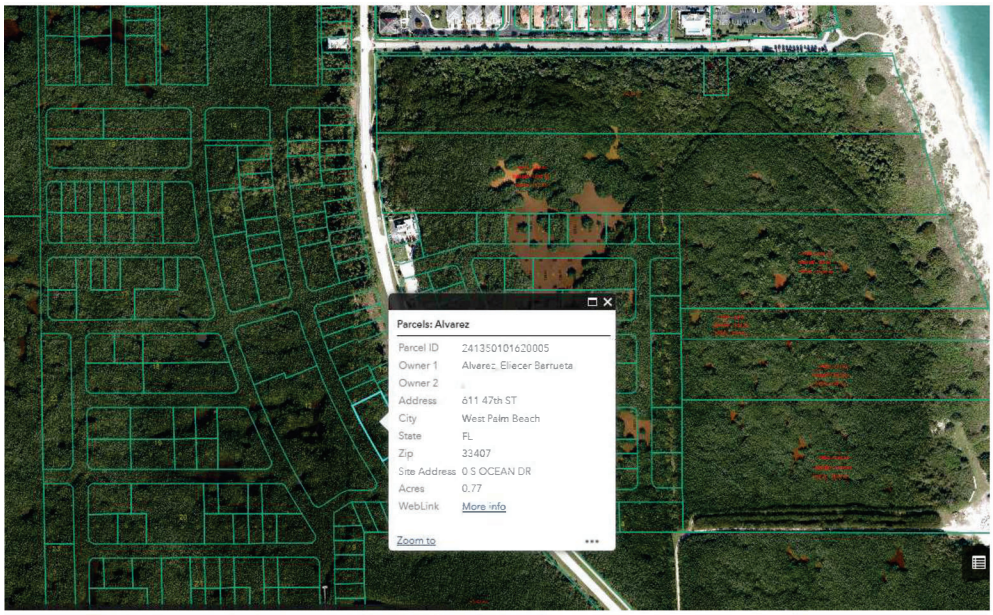


From: Thomas Reetz
Sent: Friday, March 15, 2024 12:25 PM
To: Irene Szedlmayer ; Benjamin Balcer ; Thad Crowe ; Irene Szedlmayer ; Tahir Curry ; Erin Elizabeth Taylor ; Kori Benton ; Angela M. Vassar ; Lisa Shore
Cc: Amy Griffin ; Aimee Cooper ; Brian Arbeiter ; Bryan-James Redden ; Lydia Galbraith ; Grant M. Chambers
Subject: Surfside Harbor parcels off from AIA on Hutchison Island

Team Members, I had inquiry from a property owner who recently purchased parcels with a legal description of Surfside Harbor BLK 13 Lots 11, 12, 13, 14 and 15. (See owner info below)

1. The property and surrounding parcels were platted in the 20's. (Surfside Harbor)
2. The property in question is landlocked and appears to be in an Estuarine and Marine type wetland.
3. The property would need access/egress improvements as well as water/wastewater connections.

The cost implications of developing such properties are obvious and confirmed by the Property Appraiser's accessed and taxable value. (in this case $1000)
I spoke with Irene S. in our department, and she affirmed that we have had several inquiries about the developability of the properties in the past.
Am I missing anything form the list above and is there Departmental consensus of the developability of these parcels?





Tom Reetz | Planner II | Planning & Development Services
Ph: 772-462-2399 | 2300 Virginia Ave. Fort Pierce 34982
[facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov |
[instagram.com/stluciegov]instagram.com/stluciegov | [youtube.com/stluciegov]youtube.com/stluciegov

ST. LUCIE COUNTY FLORIDA

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United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

January 27, 1988

✓ COM	✓ ENG	REC/PKS	APPR
AGR	HumSVC	PERS	CLERK
AssIAD	LANDFL	PURCH	TX CO
P & A	LIBRY	ROADS	ELECTN
✓ ATTY	M-IDM	SvcSTA	SHER
✓ ClkSEC	M-IDIR	V.A.	P/PUB
DATA	MOSQ	Y.H.	
	911	F.MIN	
OTHER	Harry Schindelette Water & Sewer Authority		

RECEIVED FEB 2 1988 COMMUNITY DEV ST. LUCIE CO. FL

Mr. Terry L. Hess
Planning and Zoning Director
St. Lucie County Board of Commission ers
2300 Virginia Avenue
Fort Pierce, Florida 33482-5652

Dear Mr. Hess:

Secretary Hodel has asked me to respond to your December 16, 1987, letter regarding the Coastal Barrier Resources Act (Act) as it affects the provision of public services on Hutchinson Island, Florida.

As noted in your letter, Federal assistance cannot be used to provide services to development within the two Coastal Barrier Resources System (System) units on Hutchinson Island, P10A (Blue Hole) and P11 (Hutchinson Island). You are concerned about extending water/wastewater service facilities through these System units to developed areas beyond the System.

You have raised two specific questions about the proposed service expansion in relation to the System units:

1) "Assuming that a wastewater transmission line was constructed entirely with non-federal monies from the developed portions of South Hutchinson Island to service those areas not included within CBRA Unit P-11 to the existing Ft. Pierce Utility Authority wastewater treatment plant facilities, would the construction and connection of this service line to these treatment facilities place the Authority in jeopardy of losing future federal support funds for the operation/upgrade of this system? It is conceivable that connections might be desirable from this service line to properties designated as Undeveloped Coastal Barriers."

2) "If the above scenario is not permissible, could restrictions be placed on this service line that it only serve those properties not included within a CBRA Unit?"

Similar questions have been raised by officials in Brevard County, Florida. As stated in the enclosed memorandum from Charles P. Raynor, Assistant Solicitor for Fish and Wildlife, to the Fish and Wildlife Service's Assistant Regional Director, "service could be extended through the unit only if (1) no federal funds are used to cover the cost of the sewer line through the unit, including not only construction costs, but future costs such as maintenance and repairs, and (2) service from the federally-funded plant to the CBRS unit is absolutely prohibited." Of course, if no federal funds

NOTE: ON "ADDITIONS" TO RM 2.9.1
WAL
2-9-88

3504, prevents Federal agencies from funding or assisting activities outside of a CBRS unit that have as their purpose serving the unit. The County contends, however, that development of the South South Beaches area is likely to proceed whether or not sewer service is extended to the area and that it is economically unsound to serve the area south of the Coconut Point Unit with a separate wastewater treatment facility. Moreover, the County asserts that development in the absence of sewer service will be based on septic tanks or package plants, which will have significant adverse effects on water quality and shellfish. For these reasons, the County wishes to extend the service area of the existing facility both to and across the CBRS unit.

The EPA agreed with the County to consult with the Fish and Wildlife Service on a compromise sewer service plan. Under this plan, Brevard County would be authorized to provide sewer service from the existing wastewater facility to the area south of the CBRS unit subject to two principal conditions:

1. Construction of the sewer line through the CBRS unit will be limited to the existing right-of-way for U.S. Highway A1A.

2. No connections will be made to the sewer line through the unit and no service will be provided to support any existing or future development within the unit.

Although the EPA has not requested consultation on serving the CBRS unit itself, the County clearly is still interested in this issue. We therefore will consider it as well.

DISCUSSION

Section 5(a) of the CBRA provides, in pertinent part:

> [e]xcept as provided in section 6, no new expenditures or new financial assistance may be made available under authority of any Federal law for any purpose within the Coastal Barrier Resources System . . . .

These purposes include, but are not limited to "the construction or purchase of any structure, appurtenance, facility or related infrastructure," section 5(a)(1), and clearly include sewage facilities such as sewage lines, H.R. Rep. No. 841, 97th Cong., 2d Sess. 15 (Sept. 21, 1982). Section 5 clearly prohibits Federal funding of the construction or purchase of structures or facilities within the CBRS, Sen. Rep. No. 419, 97th Cong., 2d Sess. 6-7 (May 26, 1982), but also prohibits Federal funding of activities outside the CBRS that have purposes within the CBRS, see May 23, 1986, letter from Gale A. Norton to Ruth M. Fountain, supra. Section 5 in no way prevents private or State or local government funding of activities with purposes within the CBRS. Sen. Rep. No. 419, 97th Cong., 2d Sess. 7 (May 26, 1982). Section 5 applies without regard

to whether a particular project is designed to benefit an area outside the CBRS. H.R. Rep. No. 928, 97th Cong., 2d Sess. 13 (Oct. 1, 1982).

Section 6 provides that, notwithstanding the general prohibition in section 5, a Federal agency may make Federal funds available for projects having purposes within the CBRS if the agency consults with the Secretary of the Interior and if the activity to be funded is covered by one of the specific exceptions set forth in section 6. Only two of the exceptions are directly applicable to the proposed extension of sewer service to the South South Beaches area. Section 6(a)(3) provides an exception for:

> maintenance, replacement, reconstruction, or repair, but not the expansion, of publicly-owned or publicly-operated roads, structures, or facilities that are essential links in a larger network or system.

The section 6(a)(6)(F) exception is similar, except that it applies to roads, structures, or facilities whether or not they are essential links in a larger system and applies only if Federal funding of the activity would be consistent with the purposes of the CBRA.

Extension of Sewer Service to the Coconut Point Unit

Extension of sewer service from the existing Federally-funded facility to the Coconut Point Unit clearly would constitute Federal financial assistance for a purpose within the CBRS and therefore would be generally prohibited by section 5. Moreover, since the extension of service would constitute an expansion of a publicly-owned or operated structure or facility, it could not qualify under either section 6(a)(3) or 6(a)(6)(F) for an exception from the section 5 prohibition. Furthermore, no other section 6 exception covers the proposed extension of sewer service to the CBRS unit.

Brevard County has asked the Service to consider whether the environmental benefits that may ensue from the proposed extension could nonetheless justify an exception from the funding prohibition. The County contends that the South South Beaches area, including the CBRS unit, will be developed based upon septic tanks and package plants if sewer service is not extended to the area. These can result in detrimental environmental impacts, including water pollution and shellfish contamination. The County asserts that an exception from the CBRA Federal funding prohibition is warranted, because these adverse environmental impacts would be avoided if the South South Beaches area were linked up to the existing wastewater facility.

We acknowledge that such an exception might be sensible and even consistent with the purposes of the CBRA. The CBRA does not, however, contain such a general environmental cost-benefit

exception to the general funding prohibition. The only exceptions are those in section 6, and, as discussed above, none applies to the County's proposal.

Extension of Service Through the Coconut Point Unit to the South South Beaches Area

The EPA's request for consultation assumes correctly that service from the existing Federally-funded wastewater facility may not extend to the Coconut Point Unit. The EPA has instead asked whether a sewer line may be built through the Coconut Point Unit to serve the area south of the Unit. The EPA would require that the line be constructed on the existing right-of-way of U.S. Highway AIA and that no connections or service be allowed to the Unit.

This proposal may be implemented under CBRA only if no Federal funds or financial assistance are made available for the construction and future maintenance, replacement, reconstruction or repair of that portion of the line that is located within the boundaries of the Coconut Point Unit. Section 5 of the CBRA explicitly prohibits Federal expenditures or financial assistance for construction of facilities such as sewer lines within the CBRS. That the sewer line would serve or benefit only areas outside the CBRS is irrelevant. H.R. Rep. No. 928, 97th Cong., 2d Sess. 13 (Oct. 1, 1982).

The CBRA would not, however, prevent the County from serving the area south of the Coconut Point Unit via a non-Federally funded sewer line across the Unit. Such a scheme would involve neither Federal financial assistance within the CBRS nor Federal financial assistance to an activity for the purpose of serving development within a CBRS unit, each of which would be prohibited under section 5. Accordingly, the proposal referred to the Service by the EPA would not violate the CBRA prohibition on Federal funding, if EPA imposes a further condition requiring that no Federal funds will be made available for construction and future maintenance of the portion of the sewer line that would cross the CBRS unit.

Conclusion

The Coastal Barrier Resources Act prohibits the Environmental Protection Agency from allowing service from the existing Federally-funded South Beaches Regional Wastewater Facility to be extended to the Coconut Point Unit of the Coastal Barrier Resources System. The CBRA also prohibits the EPA from making Federal funds available for construction and maintenance of a new sewer line across the Unit. The EPA may, however, allow and fund extension of

service to the area south of the Unit, provided that no service is allowed from the new line to the Unit and provided further that no Federal funds are used for construction and maintenance of the portion of the line within the Unit.

For further advice please contact David Gayer (343-2172).

cc: Assistant Director, Fish and Wildlife Enhancement, FWS
Coastal Barriers Coordinator, FWS



JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

Hutchinson Island Unit P11/P11P (1 of 2)

This map was produced by the U.S. Fish and Wildlife Service from a map dated March 18, 2016, that was made effective on December 21, 2018, via Public Law 115-358. The boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) on this map are identical to the boundaries on the map adopted by Public Law 115-358. This map supersedes all prior maps depicting the CBRS boundaries in this location.

The seaward side of the CBRS unit includes the entire sand-sharing system, including the beach and nearshore area. The sand-sharing system of CBRS units is normally defined by the 30-ft bathymetric contour. In large coastal embayments and the Great Lakes, the sand-sharing system is defined by the 20-ft bathymetric contour or a line approximately one mile seaward of the shoreline, whichever is nearer the coastal barrier.

For additional information about the Coastal Barrier Resources Act or CBRS, please visit www.fws.gov/cbra.

N

1:24,000

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0 1,000 2,000 4,000 6,000 8,000 Feet

0 0.25 0.5 1 1.5 2 Kilometers

System Unit Boundary

Otherwise Protected Area (OPA) Boundary; OPAs are identified on the map by the letter "P" following the unit number

Approximate State Boundary

$^{36}54^{000m}N$ 2000-meter Universal Transverse Mercator grid values

Imagery Date(s): 2012

Imagery Source(s): Florida Department of Transportation

Coordinate System: Universal Transverse Mercator
Zone 17 North
North American Datum 1983

Map 12-045B **December 21, 2018**



JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

Hutchinson Island Unit P11 (2 of 2)

This map was produced by the U.S. Fish and Wildlife Service from a map dated March 18, 2016, that was made effective on December 21, 2018, via Public Law 115-358. The boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) on this map are identical to the boundaries on the map adopted by Public Law 115-358. This map supersedes all prior maps depicting the CBRS boundaries in this location.

The seaward side of the CBRS unit includes the entire sand-sharing system, including the beach and nearshore area. The sand-sharing system of CBRS units is normally defined by the 30-ft bathymetric contour. In large coastal embayments and the Great Lakes, the sand-sharing system is defined by the 20-ft bathymetric contour or a line approximately one mile seaward of the shoreline, whichever is nearer the coastal barrier.

For additional information about the Coastal Barrier Resources Act or CBRS, please visit www.fws.gov/cbra.

N

1:24,000

0 0.25 0.5 1 1.5 2 Miles

0 1,000 2,000 4,000 6,000 8,000 Feet

0 0.25 0.5 1 1.5 2 Kilometers

- System Unit Boundary
- Otherwise Protected Area (OPA) Boundary; OPAs are identified on the map by the letter "P" following the unit number
- Approximate State Boundary
- 3654000mN 2000-meter Universal Transverse Mercator grid values

Imagery Date(s): 2012, 2013

Imagery Source(s): Florida Department of Transportation

Coordinate System: Universal Transverse Mercator
Zone 17 North
North American Datum 1983

Map 12-046B **December 21, 2018**

Outlook

Fwd: Clevenger Parcel - Utilities Inquiry

From Jennifer McGee <Jennifer.L.McGee@stlucieco.gov>

To Leslie Olson <Leslie.Olson@stlucieco.gov>; Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Amy Griffin <Amy.Griffin@stlucieco.gov>; Mike Middlebrook <Mike.Middlebrook@stlucieco.gov>; George Landry <George.Landry@stlucieco.gov>

2 attachments (19 KB)

image008.png; image008.png;

FYI per our discussion please see below email string related to CBRA zone issue and connection to FPUA.
Thanks,
Jenn

Sent from my iPad

Begin forwarded message:

> **From:** Jennifer McGee </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP /CN=RECIPIENTS/CN=B79978AF31DD4A9E97B17327C00A021C-JENNIFER MC>
> **Date:** September 16, 2019 at 8:10:00 AM EDT
> **Subject: FW: Clevenger Parcel - Utilities Inquiry**
>
> Just fyi
> *Jennifer McGee*, PWS
> Senior Environmental Planner
> St Lucie County Environmental Resources Department
>
> *St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.*
> www.StLucieCo.gov/CustomerSurveyERD
>
> **From:** Daniel McIntyre
> **Sent:** Monday, September 16, 2019 7:53 AM
> **To:** Jennifer McGee <McGeeJ@stlucieco.org>
> **Cc:** Mark Satterlee <satterleem@stlucieco.org>; Amy Griffin <griffina@stlucieco.org>
> **Subject:** FW: Clevenger Parcel - Utilities Inquiry
>
> **From:** GildanP@gtlaw.com <GildanP@gtlaw.com>
> **Sent:** Friday, September 13, 2019 4:51 PM

To: Daniel McIntyre <MCIND@stlucieco.org>
Cc: George Landry <LandryG@stlucieco.org>
Subject: RE: Clevenger Parcel - Utilities Inquiry

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Dan – Looks like the 1986 letter would apply (thought the current Administration/Dept. of Interior may have a different interpretation which might be worth requesting or having the County's lobbyists request). Another alternative that might be worth trying is to propose that any sewer connections in the restricted area repay a proportionate share of the original grant monies to the Dept. of Interior related to capacity to be used by these homes (and therefore argue that no federal funds were used to provide the service).

Phillip C. Gildan
Shareholder

Greenberg Traurig, P.A.
777 S. Flagler Drive, Suite 300 East | West Palm Beach, FL 33401
T +1 561.650.7967 | F +1 561.655.6222
GildanP@gtlaw.com | www.gtlaw.com | View GT Biography

GT GreenbergTraurig

From: Daniel McIntyre [mailto:MCIND@stlucieco.org]
Sent: Friday, September 13, 2019 4:08 PM
To: Gildan, Phillip (Shld-WPB-CP) <GildanP@gtlaw.com>
Cc: George Landry <LandryG@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry
EXTERNAL TO GT

From: Jennifer McGee <McGeeJ@stlucieco.org>
Sent: Friday, September 13, 2019 4:04 PM
To: Daniel McIntyre <MCIND@stlucieco.org>
Cc: Amy Griffin <griffina@stlucieco.org>; Benjamin Balcer <BalcerB@stlucieco.org>; Aimee Cooper <CooperA@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry

Good afternoon Dan,

I was wondering if you could review and possible meet to discuss an issue we are encountering with FPUA sewer connections as it relates to restrictions regarding the Coastal Barrier Resources Act. As detailed in the attached letter from 1986, the US Department of the Interior indicated FPUA could not allow connections to their sewer service mains for properties located within the designated CBRA Zone due to their previous use of federal funding. At least that is my understanding after reviewing the correspondence and speaking with FPUA staff. Given your historical knowledge with the County, I was hoping perhaps you may recall this issue arising before and may be able to offer to insight.

This came to our attention as we have received an application for a Category I wetland waiver for two parcels fronting S. Ocean Drive to develop a single family residence on septic (since FPUA instructed the applicant they would not be permitted to connect to their sewer main). ERD staff has concerns over installing a septic system in this location, as it is a Category I wetland that is directly connected to the Indian River Lagoon. This is especially concerning when FPUA has a central sewer service line located directly adjacent. As such, we would like to review these findings with you and find out if indeed this interpretation is correct and if so what actions we could explore to petition for an exemption or other action should the BOCC support such an endeavor to prevent adverse impacts to water quality in this area.

Thank you for your assistance,
Jenn

Jennifer McGee, PWS
Senior Environmental Planner
St Lucie County Environmental Resources Department

St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.
www.StLucieCo.gov/CustomerSurveyERD

From: James Carnes [mailto:jcarnes@fpua.com]
Sent: Friday, September 13, 2019 3:29 PM
To: Jennifer McGee <McGeeJ@stlucieco.org>
Cc: Richard Mutterback <rmutterback@fpua.com>
Subject: FW: Clevenger Parcel - Utilities Inquiry

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Attached is the documentation highlighting our discussions from today.

JAMES CARNES III, P.E.
Supervising Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34984
772.466.1600 Ext. 3472
772.468.2414 Fax

From: Richard Mutterback
Sent: Friday, September 13, 2019 12:23 PM
To: James Carnes <jcarnes@fpua.com>
Subject: FW: Clevenger Parcel - Utilities Inquiry

See below. I feel like you could explain FPUA's stance and future direction of allowing single family homes to connect better than I could, if you don't mind to give her a call.
Thanks,

Richard Mutterback
Environmental Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34947
772.466.1600 Ext. 3425
772.468.2414 Fax

From: Jennifer McGee [mailto:McGeeJ@stlucieco.org]
Sent: Thursday, September 12, 2019 3:41 PM
To: Richard Mutterback <rmutterback@fpua.com>
Cc: Amy Griffin <griffina@stlucieco.org>; Benjamin Balcer <BalcerB@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry

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

Good afternoon,
I was wondering if you would have a few moments to discuss the below email string. According to this applicant, FPUA will not allow connection to sewer for single family residential even though a force main is located directly adjacent to the parcel in question. I would like to discuss further the reasoning for this restriction or if there are any alternative options, as the applicant is requesting to place a new septic system within a Category I wetland which is directly connected to the Indian River Lagoon and staff has a great deal of concerns with this proposal when central sewer is available within such close proximity. My direct line is 772-462-3862.
Thanks,
Jenn

Jennifer McGee, PWS
Senior Environmental Planner
St Lucie County Environmental Resources Department

St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.
www.StLucieCo.gov/CustomerSurveyERD

From: Bill Pittsley [mailto:billp@mbveng.com]
Sent: Wednesday, August 21, 2019 1:47 PM
To: Jennifer McGee <McGeeJ@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry
Jen,
I found the correspondence regarding the FPUA Sewer. See Richard's comments below.
Regards,
Bill

William F. Pittsley III
Project Manager, MBV Engineering, Inc.
P: 772.569.0035 x121

From: Richard Mutterback <rmutterback@fpua.com>
Sent: Monday, March 25, 2019 3:43 PM
To: Bill Pittsley <billp@mbveng.com>
Subject: RE: Clevenger Parcel - Utilities Inquiry
Water is available. The only wastewater in that area is a 12" force main, and at this time FPUA does not allow residential homes to connect to force mains.

Richard Mutterback
Environmental Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34947
772.466.1600 Ext. 3425
772.468.2414 Fax

From: Bill Pittsley [mailto:billp@mbveng.com]
Sent: Monday, March 25, 2019 1:51 PM
To: Richard Mutterback <rmutterback@fpua.com>
Subject: Clevenger Parcel - Utilities Inquiry

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

Richard,

Does FPUA have Water & Sewer service available at this location?
Property cards attached.
This is a proposed single-family on a double lot.
Bill

William F. Pittsley III
Project Manager, MBV Engineering, Inc.
1835 20th Street, Vero Beach, Florida 32960
P: 772.569.0035 x121 F: 772.778.3617
www.mbveng.com



Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

(For additional information, go to http://www.fpua.com/important_information/privacy.php)

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

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AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

Received
MAR 16 2026
City Clerk's Office

STATE OF WISCONSIN, COUNTY OF BROWN

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

SCN StLucie-IndianRv-Stuart 03/06/2026, 03/13/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/13/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires 4.3.29

Publication Cost:	$846.80	
Tax Amount:	$0.00	
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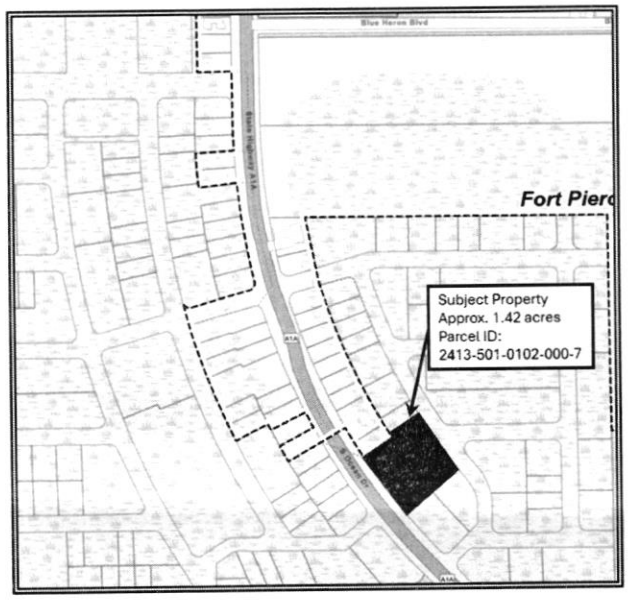
KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 16, 2026 at 5:05 p.m., and Monday, April 6, 2026 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO 26-007 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 1.42 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026`; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF COMMERCIAL GENERAL (GC); ESTABLISHING THE ZONING DESIGNATION OF GENERAL COMMERCIAL (C-3); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

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

/s/ Linda W. Cox, City Clerk
Publish: 3/6/2026 and 3/13/2026

TR-43603203

City Commission Regular Meeting - 5:05 PM **12. D.**

Meeting Date: 04/06/2026

Re: PZANN2025-00007, Parcel ID: 2413-501-158-000-4; Ordinance 2026-008

Submitted For: Christopher Suneson, Assistant Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 26-008 - Review and approval of a Voluntary Annexation by owner, Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel containing 0.21 acres, generally located at or near 2528 South Ocean Drive. The proposed City Future Land Use is Low Density Residential (RL) and the proposed Zoning is Single Family Low Density Zone (R-1). SECOND READING.

SUMMARY:

The applicant has requested review and approval of a voluntary application for the annexation of (1) parcel, containing 0.21 acres, into the City. If annexed, the property would have a City Future Land Use Designation of RL, Low Density Residential, and a City Zoning of R-1, Single-Family Low Density Zone. The subject property has a St. Lucie County Future Land Use Designation of RS, Residential Suburban, 2 du/ac, and a St. Lucie County Zoning designation of HIRD, Hutchinson Island Residential District.

The current taxable value of the property is approximately $31,726. Should the application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

RECOMMENDATION:

Staff recommends the City Commission approve the proposed voluntary annexation request.

ALTERNATIVES:

1. Approval with conditions
2. Denial

RESPONSIBLE STAFF:

Chris Suneson, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: N/A
Account: N/A
Amount: N/A
OTHER INFORMATION:
This item will have no impact on budget.

Attachments

Ordinance 2026-008
Staff Report
Staff Backup Material
Staff Presentation
Vicinity Map
Application
Survey
Justification Statement
DEP Letter
Mitigation Agreement
Delineation Report
Public Notice Certification
Legal Memo
Info from SLC
Proof of Publication

ORDINANCE NO. 26-008

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 0.21 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL (RL); ESTABLISHING THE ZONING DESIGNATION OF SINGLE-FAMILY LOW DENSITY (R-1); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owners have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of the current owner(s) and/or former owners of the property to be annexed; and

WHEREAS, the property is contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the City of Fort Pierce Planning Board, at their January 12, 2026, meeting, voted 5 to 1 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office on February 6, 2026, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St.

Lucie County Board of County Commissioners on February 6, 2026, no fewer than ten (10) days prior to publishing or posting the ordinance notice;

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

Parcel ID: 2413-501-0158-000-4

LEGAL DESCRIPTION:

Lot 14, Block 10, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Said property containing approximately 0.21 acres and being generally located at or near 2528 S Ocean Drive, Fort Pierce, FL 34949.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2026, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be assigned a Future Land Use Designation of Low Density Residential (RL) and zoned Single-Family Low Density Residential (R-1), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That upon this Ordinance becoming effective and in accordance with Section 125-157(1)(b) of the Municipal Code, the territorial limits of the South Beach Overlay District are hereby extended to incorporate the land herein describe on Exhibit “A”.

SECTION 5. That in accordance with Section 171.044(3), this Ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 6. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 7. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity

of any part.

SECTION 8. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 9. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 26-008 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, XXX XXth, 2026 and Sunday, XXX XXth, 2026; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, XXX, XXth, 2026; and was duly introduced, read by title only, and passed on second and final reading Monday, XXX XXrd, 2026 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this XXth day of XXX 2026.

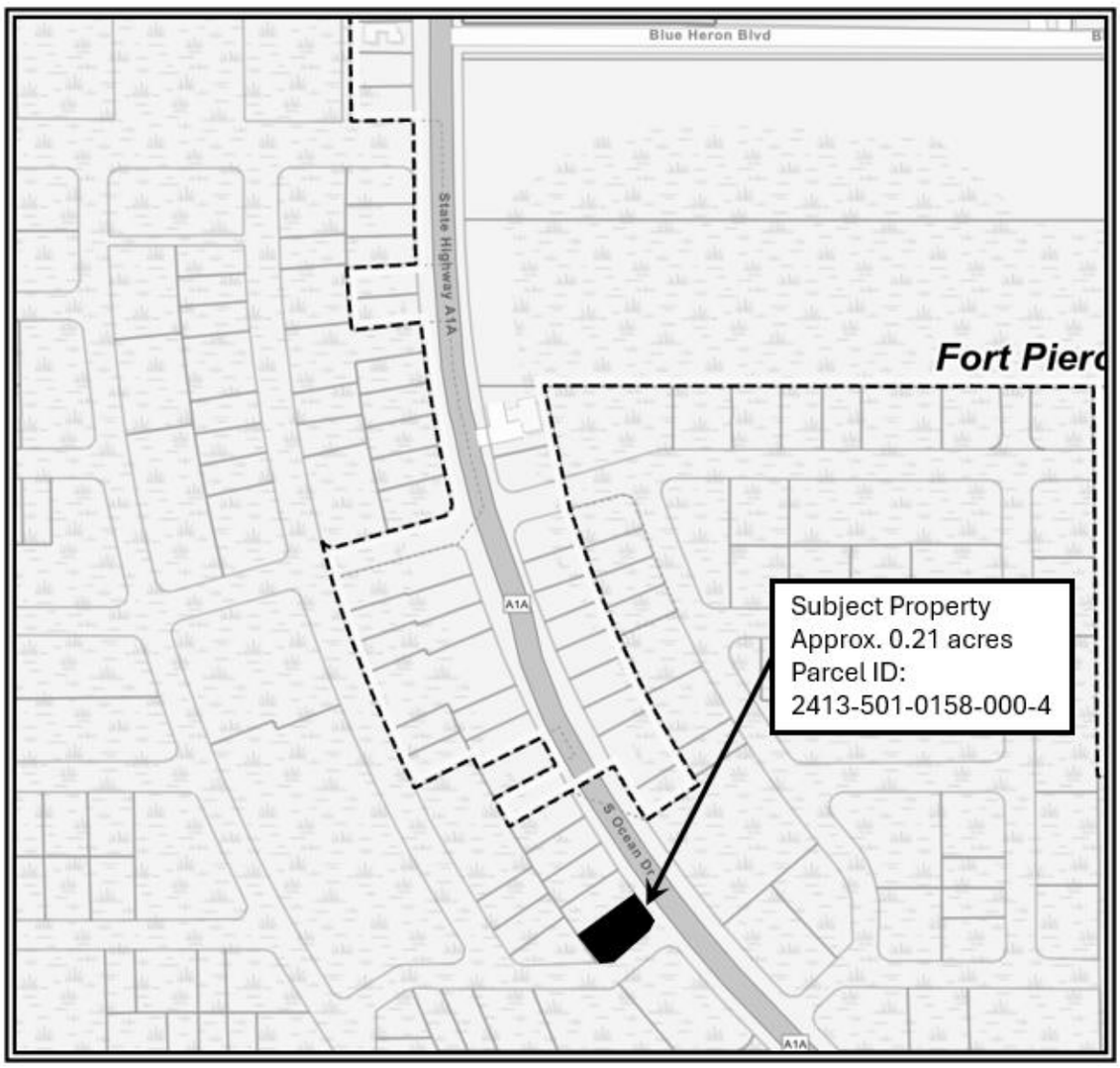
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension



Parcel ID: 2413-501-0158-000-4

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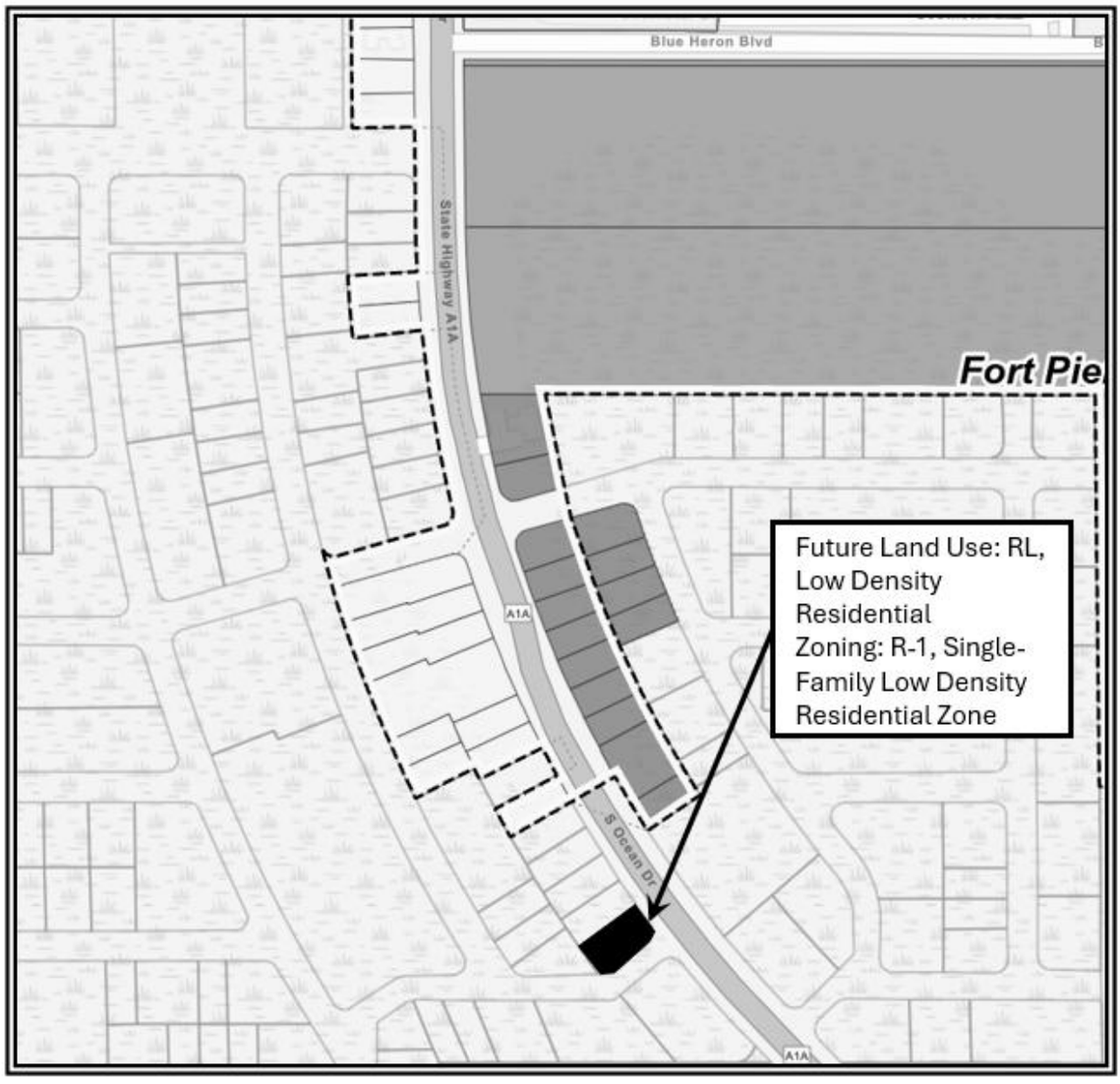
Said property containing approximately 0.21 acres and being generally located at or near 2528 S Ocean Drive, Fort Pierce, FL 34949.

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **SINGLE-FAMILY LOW DENSITY RESIDENTIAL ZONE (R-1)** AND FUTURE LAND USE DESIGNATION OF **LOW-DENSITY RESIDENTIAL (RL)**

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: PZANN2025-00007 – Acerra Property Annexation

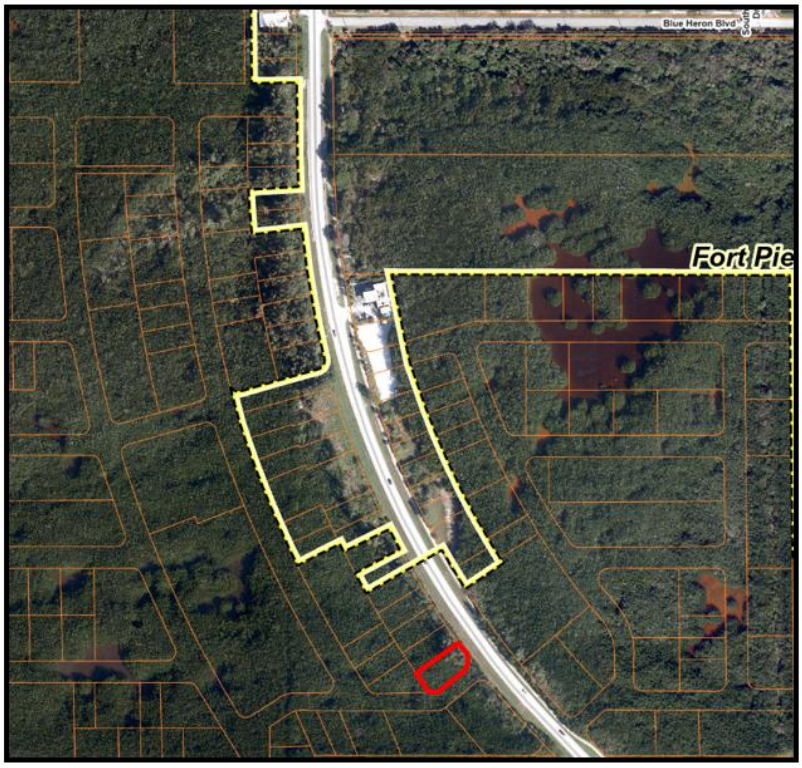
REVIEWER: CHRISTOPHER SUNESON, ASSISTANT PLANNING DIRECTOR

DATE: MARCH 16, 2026

STAFF REPORT

Owner/Applicant:	Tony Acerra
Requested Action:	Request to review and approve a voluntary application for Annexation by owner, Tony Acerra, to extend the territorial limits of the City of Fort Pierce, Florida, to include one parcel containing 0.21 acres, generally located at or near 2528 South Ocean Drive.
Location:	At or near 2528 S Ocean Drive
Parcel IDs:	2413-501-158-000-4
Current SLC Future Land Use:	RS, Residential Suburban, 2 du/ac
Proposed Future Land Use:	RL, Low Density Residential
Current SLC Zoning:	HIRD, Hutchinson Island Residential District
Proposed Zoning:	R-1, Single-Family Low Density Zone

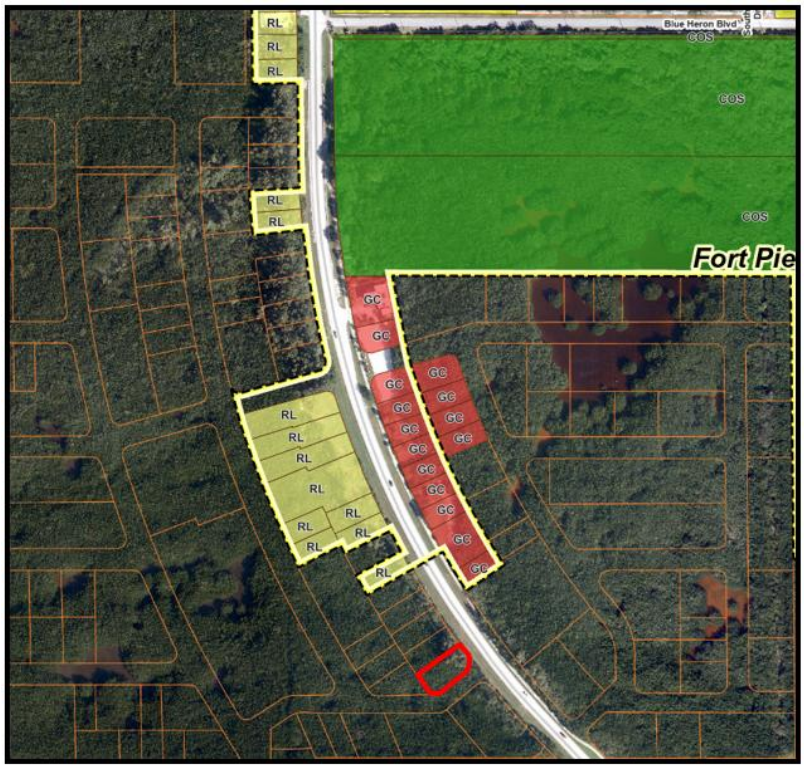
Location Map:



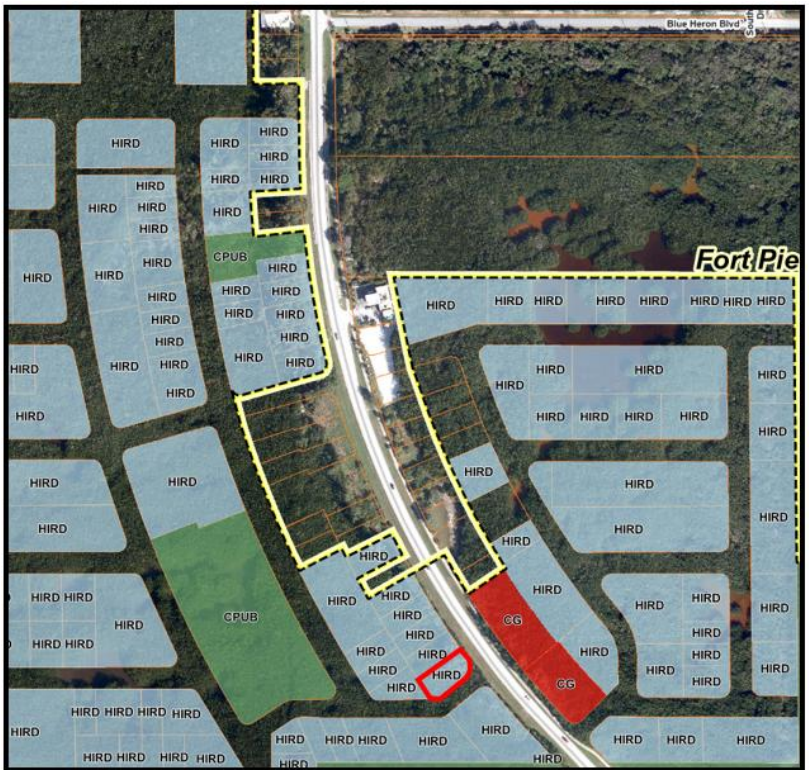
Future Land Use County Map:



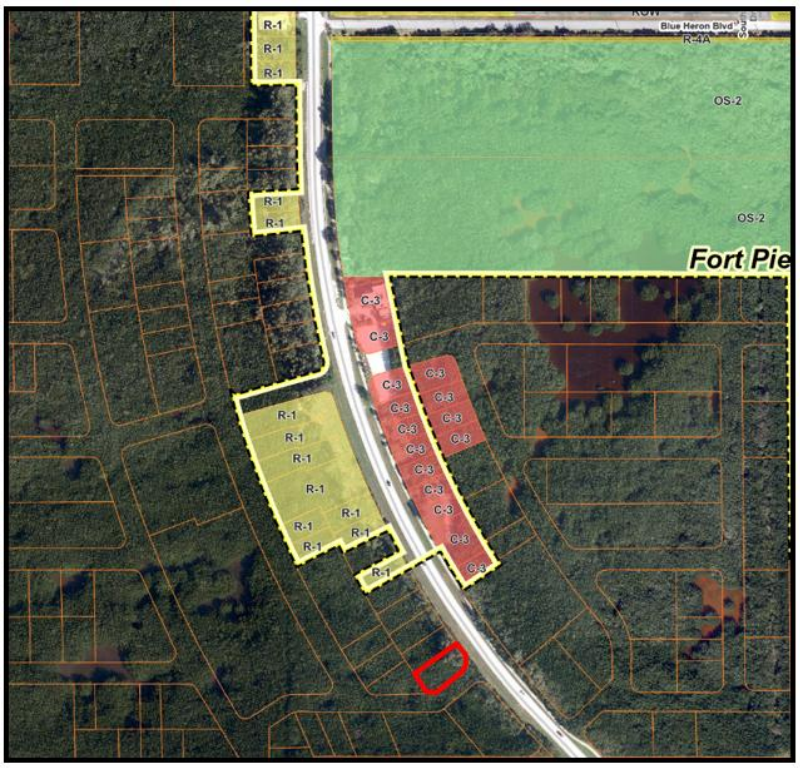
Future Land Use City Map:



County Zoning Map:



City Zoning Map:



Surrounding Zoning:

North	East	South	West
R-1 (FP)	C-3 (FP)	HIRD (SLC)	HIRD (SLC)

Surrounding Future Land Use:

North	East	South	West
RL (FP)	GC (FP)	RS (SLC)	RS (SLC)

Site Area: **+/-** 0.21 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

The applicant has requested review and approval of a voluntary application for the annexation of (1) parcel, containing 0.21 acres, into the City. If annexed, the property would have a City Future Land Use Designation of RL, Low Density Residential, and a City Zoning of R-1, Single-Family Low Density Zone.

The subject property has a St. Lucie County Future Land Use Designation of RS, Residential Suburban, 2 du/ac, and a St. Lucie County Zoning designation of HIRD, Hutchinson Island Residential District.

The current taxable value of the property is approximately $31,726. Should the application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Existing Conditions
The subject parcel is currently vacant and contains natural mangroves.

Statutory Eligibility
As a voluntary annexation, the application is governed by Florida Statute 171.044 to ensure eligibility for incorporation into the City. The statute provides three tests for land to be annexed including: 1) reasonably compact, 2) contiguous to the municipal boundary, and 3) not create an enclave - defined as being completely surrounded on all sides by the municipal boundary.

The area to be annexed is one parcel of land containing 0.21 acres and is considered reasonably compact. The subject parcel is contiguous to the southernmost portion of the municipal boundary located on the west side of South Ocean Boulevard / State Highway A1A, subject to approval of the Fowler-Murray property annexation (PZANN2025-00009). An enclave would not be created by the proposed annexation.

Staff finds the parcel is eligible for annexation under Florida Statute 171.044.

Consistency with Comprehensive Plan Goals, Objectives, and Policies
The City's Comprehensive Plan provides policy for annexations in Objective 1.11 of the Future Land Use Element. Objective 1.11 of the Comprehensive Plan states:

> *Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City.*

The criteria by which proposed annexations should be evaluated are provided for in Policy 1.11.1:

1. *The ability of the City to provide public services at a level equal to or better than that available from the current service providers;*
2. *The ability of the City to provide public services at the City's adopted levels of service;*
3. *Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and*
4. *Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery.*

The subject parcel lies within the Fort Pierce Utility Authority (FPUA) service boundary and is therefore eligible for annexation under Objective 1.11. Further, public services can be provided at equal to or better levels than current providers and those services can be provided at the City's adopted levels of service. Annexation of the subject parcel would neither eliminate nor create an unincorporated island (enclave). Finally, annexation of the property would neither eliminate nor create irregularities in the City's boundary.

Staff finds the subject parcel is eligible for annexation and meets the criteria outlined in the Comprehensive Plan's Future Land Use Element Policy 1.11.1.
Finally, the Comprehensive Plan Policy 1.11.5 states:

> *Properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.*

To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan and the designations of surrounding properties, the proposed Future Land Use Designation for the subject parcel will be RL, Low Density Residential and will be zoned R-1, Single Family Low Density Residential Zone.

Future Land Use
The subject property will be designated with a Future Land Use of RL, Low Density Residential. The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre.

Zoning
The subject property will be classified with a City Zoning of R-1, Single-Family Density Residential Zone. This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses.

In review of the bulk area regulations for the R-1 zoning district, the subject parcel would be considered non-conforming with regard to lot area and lot width requirements. However, Section 125-70 of the Land Development Code provides for the continued use of non-conforming lots and the owner would be allowed to construct a single-family residence.

Summary of Technical Review Committee

All affected departments have reviewed the proposed Annexation with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the annexation given that the subject property is not allowed to construct a septic system on the property and must connect to water and sewer provided by FPUA.

Planning Board

At its January 12, 2026, meeting, the Planning Board voted 5-1 to recommend approval of the voluntary annexation request.

Staff Recommendation

Staff recommends the City Commission approve the proposed voluntary annexation request.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Mr. Tony Acerra
302 SW Kane Avenue
Port Saint Lucie, FL 34953

Subject: PZANN2025-00007, Acerra Property Annexation
Parcel ID: 2413-501-0158-000-4
Technical Review Committee Comments for December 18, 2025, TRC Meeting

City of Fort Pierce Planning Department

The following comments are based on City of Fort Pierce Land Development Code and the applicant supplied documents for the above-referenced project. For particular questions regarding these comments, please contact Chris Suneson, Assistant Planning Director, at csuneson@cityoffortpierce.com

A. Statutory Eligibility
   1. This is a voluntary annexation governed by Florida Statute 171.044.
   2. The area to be annexed is one parcel of land containing 0.21 acres and is considered reasonably compact.
   3. The subject parcel is not contiguous to the southernmost portion of the municipal boundary as it exists now. Parcel 2413-501-0102-000-7 (Petition PZANN2025-00009) must be annexed in order for the subject parcel to be contiguous to the southernmost portion of the municipal boundary located on the east side of South Ocean Drive / State Highway A1A.
   4. Annexation of the subject parcel will not create an enclave.
B. Future Lane Use / Zoning
   1. The subject parcel is currently classified with a County Future Land Use of Residential Suburban, 2 du/ac (RS).
   2. The subject parcel is currently zoned as Hutchinson Island Residential District (HIRD).
   3. Staff will be recommending the subject parcel be placed in the Residential Low (RL) Future Land Use category and be zoned as Single-Family Low Density (R-1).
C. Consistency with Comprehensive Plan Annexation Policy
   1. Public services can be provided at equal to or better levels than current providers. Annexing the subject parcel into the City will enable it to be serviced by sanitary sewer.
   2. Public services can be provided at adopted levels of service.
   3. Annexation of the subject parcel would not eliminate or create an unincorporated island.
   4. Annexation of the subject parcel would not eliminate or create irregularities in the City's boundaries.
D. Services
   1. By annexing into the City, the subject parcel must be connected to FPUA utilities.
   2. By annexing into the City, the subject parcel will not be allowed to construct a septic system for sanitary sewer service.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Christopher Suneson, Planner

FROM: Tanner Retherford, P.E., Project Engineer

Thru: Mark Zrallack, P.E. – City Engineer

RE : Annexation – Parcel No. 2413-501-0158-000-4
Blk 10 - Lot 14 - PZANN2025-00007

DATE : December 3rd, 2025

This is to advise you that we have completed the review of the following documents as received by this office on November 24, 2025:

- [x] Annexations
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Future Land Use Designation
- [ ] Executed Construction Contract
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site inspection, we

- [x] Recommend w/ Conditions
- [ ] Do Not Recommend
- [x] Annexation Approval
- [ ] DPCR Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for conditions of approval

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\Miscellaneous\Annexations\Surfside Harbor\Block 10 - Lot 14\Annexations Approval - 120325.docx

CONDITIONS OF APPROVAL:

1. Approval conditioned on no on-site septic permitted in accordance with City of Fort Pierce Code of Ordinances Section 36-87.

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZANN2025-00007
S Ocean Dr-Annexation (Lot 2)

W/WW Engineering: Water is available to the parcel.

Sewer availability would be contingent upon the completion of construction of the required force main extension, payment of the applicable fees and charges.

To clarify for the record, there is no MSBU in place with FPUA.

Should you have any questions please contact Lugey Dawson at 772 466-1600 ext. 3428.

Electric Engineering: This submission is outside of the FPUA electric service area.

Gas: N/A

FPUAnet Fiber: N/A

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

Technical Review Committee meeting

December 18, 2025

Case #: PZANN2025-00007

Planner: City of Ft. Pierce Planning Department.

Annexation

South Ocean Dr., approx. 1750 ft south of Blue Heron Blvd., Ft. Pierce. (Acerra property)

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

From: Jesse Almand
To: Kerry Driver; Planning Department
Subject: PZANN2025-00007 Annexation Tony Acerra
Date: Monday, December 8, 2025 12:31:43 PM
Attachments: Outlook-ekwymgvw.png

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

SLCFD has no comments for this review.

Respectfully,

Jesse Almand 736
Captain, Development/Site Planning Review
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

From: Grant M. Chambers
To: Planning Department
Cc: Daniel Zrallack; Kerry Driver
Subject: TRC
Date: Wednesday, December 17, 2025 8:28:10 AM
Attachments: image001.png
2025-12-17 John Carrol High School SP Amendment Comments.docx

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SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good morning,

Please see attached comments for the John Carrol project. The County's Engineering division does not have any comments on the other agenda items.

Thank you,

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW
Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

CITY OF FORT PIERCE

VOLUNTARY ANNEXATIONS
At or near 2528 S. OCEAN DRIVE

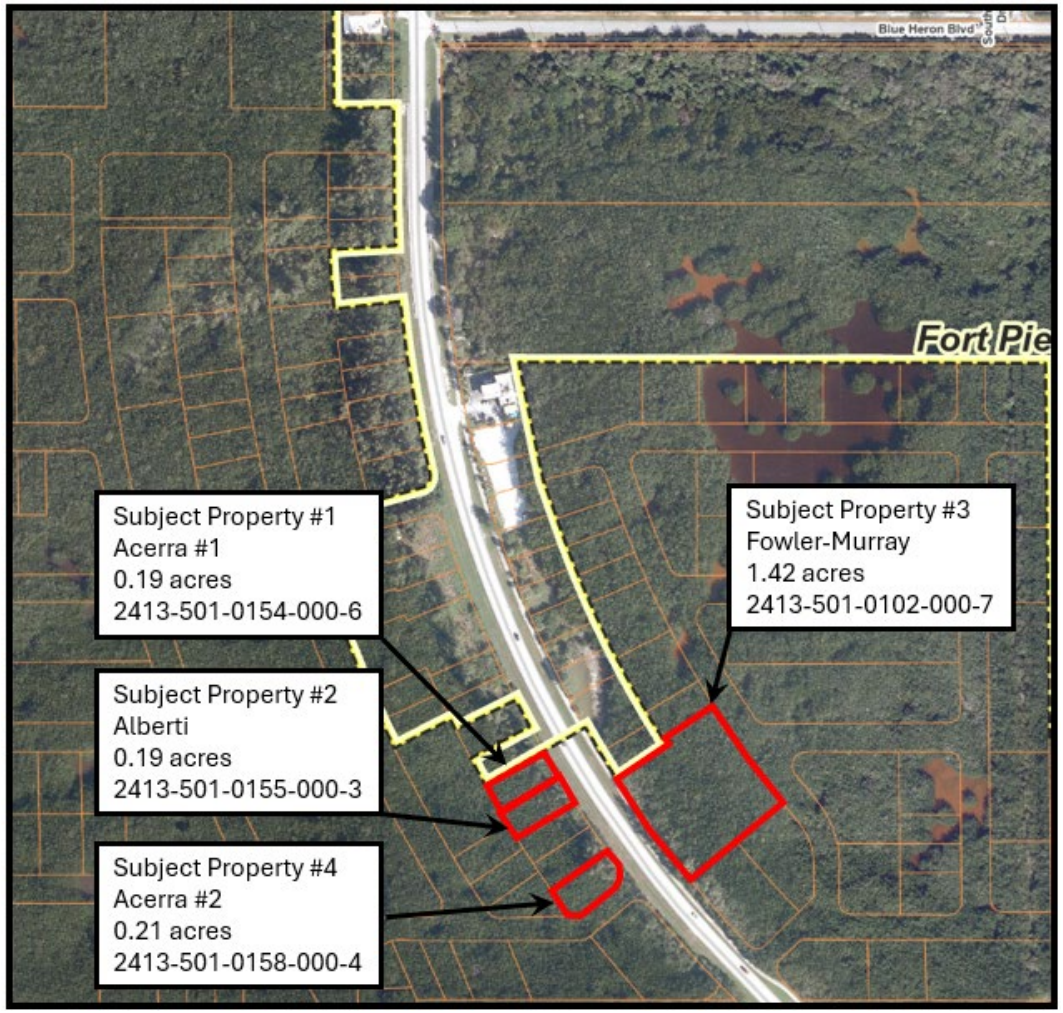
March 16, 2026

Ordinance	Application No.	Owner	Parcel ID
Ord. 2026-005	PZANN2025-00006	Acerra #1	2413-501-0154-000-6
Ord. 2026-006	PZANN2025-00008	Alberti	2413-501-0155-000-3
Ord. 2026-007	PZANN2025-00009	Fowler-Murray	2413-501-0102-000-7
Ord. 2026-008	PZANN2025-00007	Acerra #2	2413-501-0158-000-4

APPLICANT REQUEST

The applicant, Tony Acerra, has submitted four petitions for Voluntary Annexation to extend the territorial limits of the City of Fort Pierce, for the following properties located at or near 2528 South Ocean Drive. Proposed Future Land Use and Zoning designations vary by property.

Owner	Parcel	Acre	FLU	Zone
Acerra #1	2413-501-0154-000-6	0.19	RL	R-1
Alberti	2413-501-0155-000-3	0.19	RL	R-1
Fowler-Murray	2413-501-0102-000-7	1.42	GC	C-3
Acerra #2	2413-501-0158-000-4	0.21	RL	R-1



Site Location Map

SUMMARY

The subject parcels are located at the southern end of the City limits on Hutchison Island. For reference, approximately ¼ mile south of the Blue Heron Boulevard / S. Ocean Drive (A1A) intersection and south of Pie Hole Pizza on the west side of the road.

The parcels are currently vacant and contains natural mangroves.

The current taxable values of the properties total $213,047. Should the applications for Voluntary Annexation be approved, and future development of the land occurs, each property could create a new source of ad-valorem tax revenue.

Owner	Parcel	Acre	SLC FLU	SLC Zoning	Taxable Value
Acerra #1	2413-501-0154-000-6	0.19	RS	HIRD	$27,860
Alberti	2413-501-0155-000-3	0.19	RS	HIRD	$27,860
Fowler-Murray	2413-501-0102-000-7	1.42	COM/RU	CG/HIRD	$125,601
Acerra #2	2413-501-0158-000-4	0.21	RS	HIRD	$31,726

Future Land Use (FLU)
RS – Residential Suburban, 2 du/ac
RU – Residential Urban, 5 du/ac
COM - Commercial

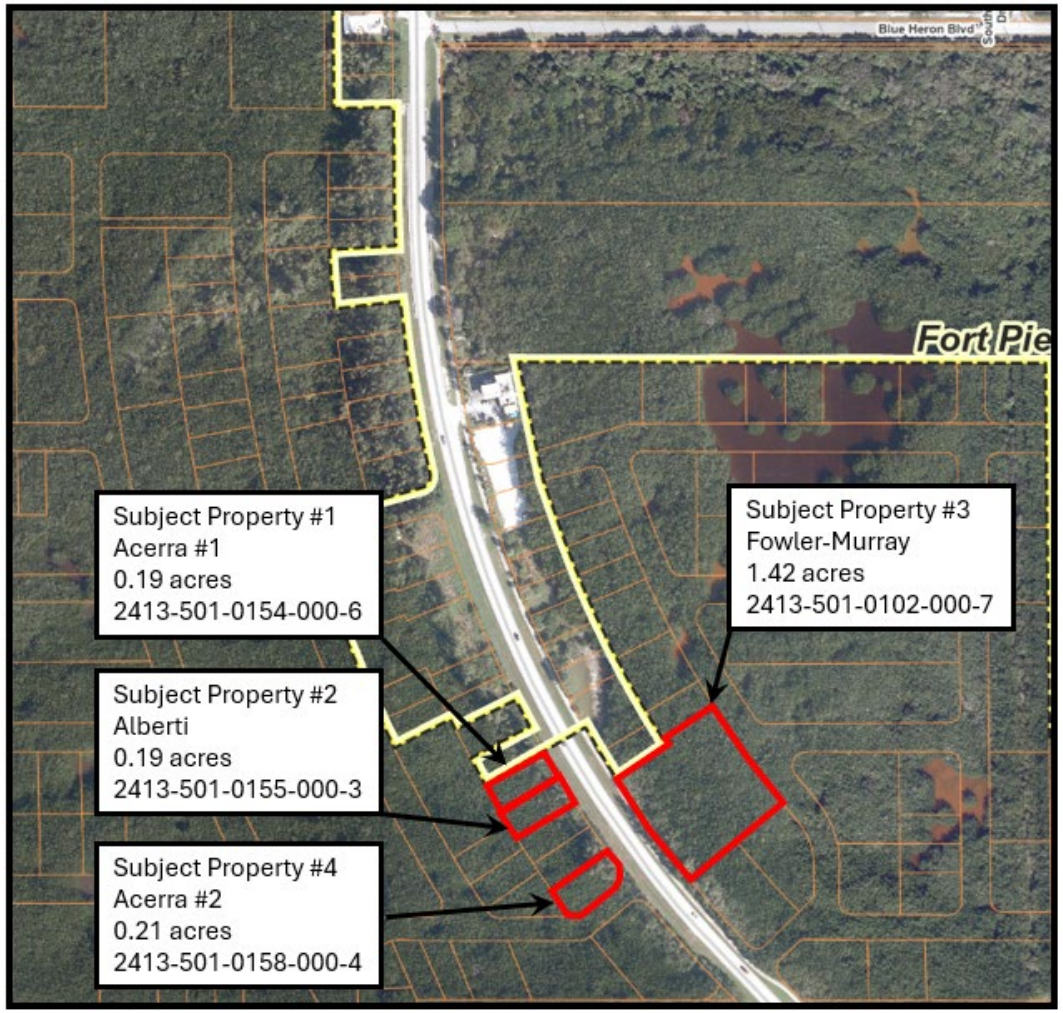
Zoning
HIRD – Hutchison Island Residential District
CG – Commercial General

STATUTORY ELIGIBILITY

Voluntary Annexations are governed by Florida Statute 171.044 to ensure eligibility for incorporation into the City. They must:

- Be reasonably compact;
- Be contiguous to the municipal boundary;
- Not create an enclave.

Owner	Compact?	Contiguous?	Creates Enclave?
Acerra #1	Y	Y	N
Alberti	Y	Y; if Acerra #1	N
Fowler-Murray	Y	Y	N
Acerra #2	Y	Y; if Fowler-Murray	N



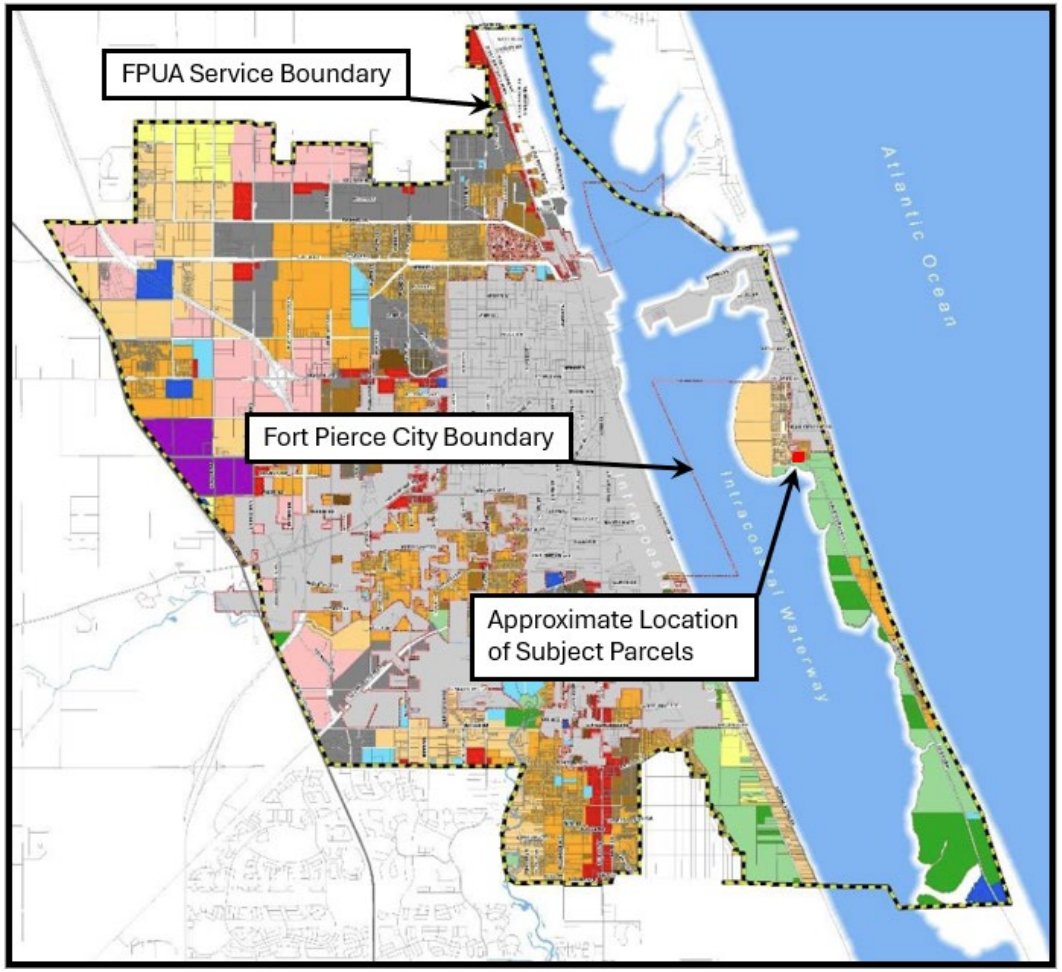
Site Location Map

COMPREHENSIVE PLAN POLICIES

Future Land Use Element Objective 1.11 of the Comprehensive Plan states:

> *Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City.*

The subject parcels are located within the FPUA services boundary.



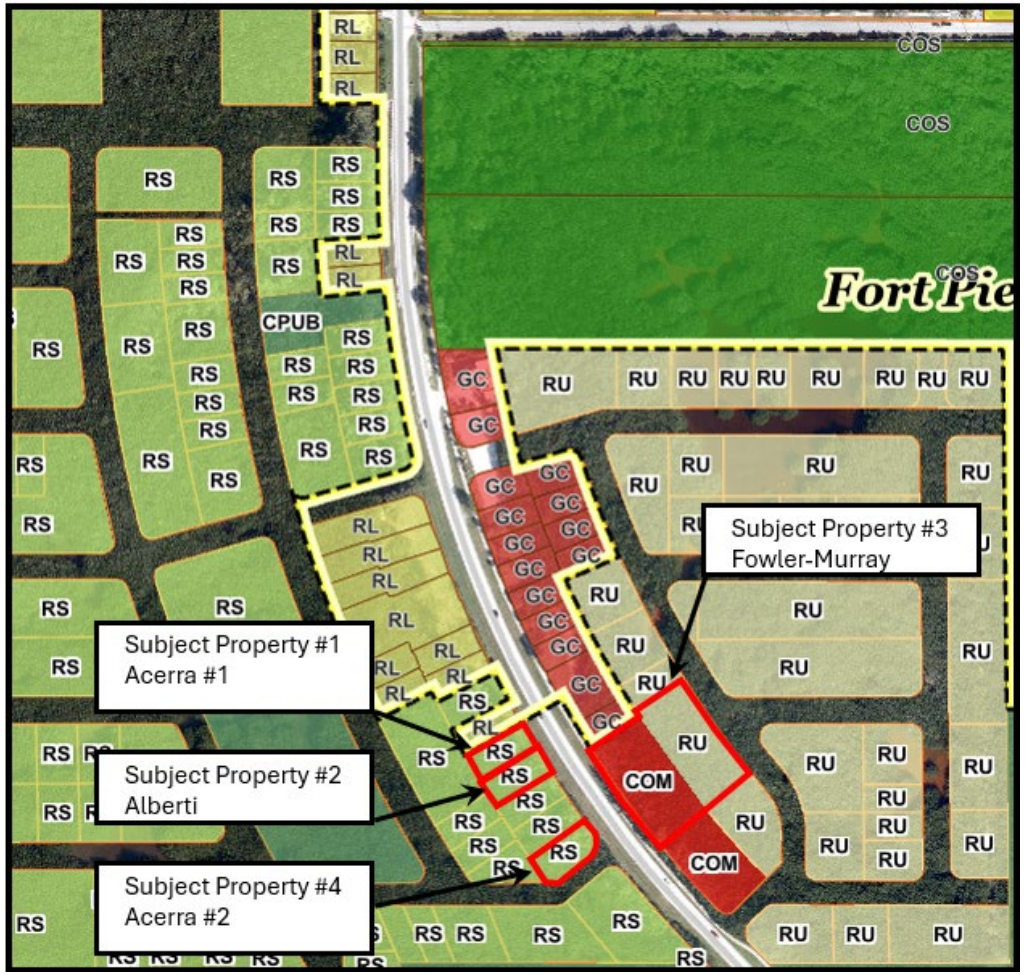
Future Land Use in Service Boundary Map

COMPREHENSIVE PLAN POLICIES

Comprehensive Plan Policy 1.11.5 states:

> *Properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.*

Owner	Parcel	SLC FLU	Proposed FLU
Acerra #1	2413-501-0154-000-6	RS	RL
Alberti	2413-501-0155-000-3	RS	RL
Fowler-Murray	2413-501-0102-000-7	COM / RU	GC
Acerra #2	2413-501-0158-000-4	RS	RL



City / County Future Land Uses

<u>County Future Land Use</u>
RS – Residential Suburban, 2 du/ac
RU – Residential Urban, 5 du/ac
COM - Commercial

<u>City Future Land Use</u>
RL – Residential Low
GC – General Commercial

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ACERRA #1 ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.19	8,276.4

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
INCREASE / (DECREASE)			0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ALBERTI ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.19	8,276.4

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)		0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - FOWLER/MURRAY ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	1.42	61,855.2

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL URBAN (RU)	5	3	0.0	0.0 SQ.FT
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	77,319.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	0	0	1.0	61,855.2 SQ.FT
	INCREASE / (DECREASE)		(3)		(15,463.8) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - ACERRA #2 ANNEXATION

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.21	9,147.6

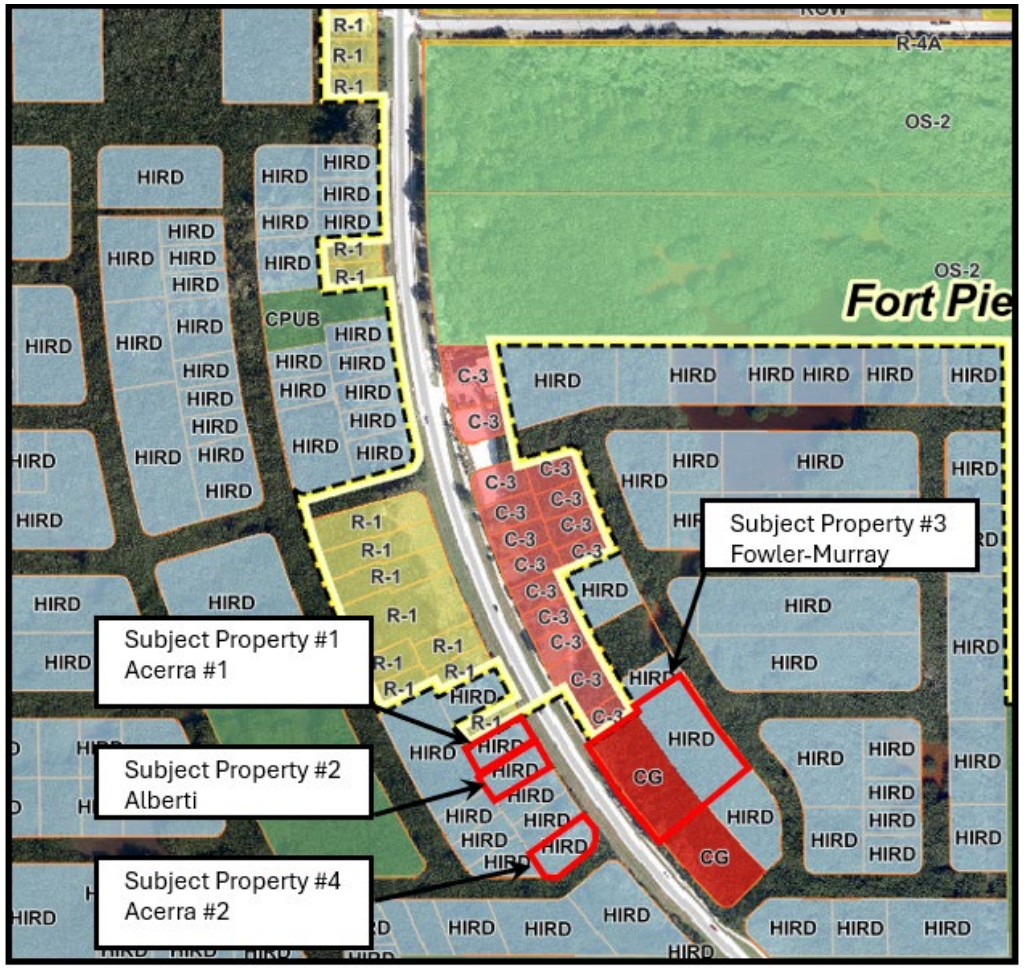
		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL SUBURBAN (RS)	2	1	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	1	0.0	0.0 SQ.FT
INCREASE / (DECREASE)			0		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

ZONING

Similar to Land Use policies in the Comprehensive Plan, City policy has been to assign similar zoning districts as the County for annexations.

Owner	Parcel	SLC Zoning	Proposed Zoning
Acerra #1	2413-501-0154-000-6	RS	R-1
Alberti	2413-501-0155-000-3	RS	R-1
Fowler-Murray	2413-501-0102-000-7	COM / RU	C-3
Acerra #2	2413-501-0158-000-4	RS	R-1



City / County Zoning

<u>County Zoning</u>
HIRD – Hutchison Island Residential District
CG – Commercial General

<u>City Zoning</u>
R-1 – Residential Family Low Density
C-3 – General Commercial

ZONING

In review of the bulk area regulations for the R-1 zoning district, three of the subject parcels would be considered non-conforming with regard to lot area and lot width requirements.

Bulk Area Regulation	R-1 Zoning Requirement	Acerra #1	Alberti	Acerra #2
Lot Area	12,000 sq. ft.	8,333 sq. ft.	8,333 sq. ft.	9,148 sq. ft.
Lot Width	75 ft.	60 ft.	60 ft.	69 ft.

ANNEXATION REVIEW CRITERIA

Future Land Use Policy 1.11.1 of the Comprehensive Plan provides four (4) criteria by which annexations should be evaluated.

Criteria	Acerra #1	Alberti	Fowler-Murray	Acerra #2
City can provide services at equal or better levels than current providers?	Yes.	Yes.	Yes.	Yes.
City can provide services at adopted levels of service?	Yes.	Yes.	Yes.	Yes.
Annexation eliminates or could be expanded to eliminate an enclave?	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.
Annexation eliminates irregularity in City boundary?	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.	Neither eliminates nor creates.

COORDINATION

Technical Review Committee

All affected departments have reviewed the proposed ANNEXATIONS with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

All Departments have supported the annexation, given the subject property is not allowed to construct a septic system on the property and is required to connect to water and sewer services provided by FPUA which would be regulated by building permitting.

Planning Board

At its January 12, 2026, meeting, the Planning Board voted 5-1 to recommend approval of the proposed ANNEXATIONS.

STAFF RECOMMENDATION

Staff recommends that the City Commission APPROVAE the proposed ANNEXATIONS.

- ❑ Consistent with Florida Statute 171.044.
- ❑ Consistent with Comprehensive Plan Objective 1.11 and Policies 1.11.5 and 1.11.1.
- ❑ Does not adversely affect the public health, safety, convenience and general welfare.

Alternative actions of the City Commission:

- Recommend Approval with changes.

or

- Recommend Disapproval

CITY OF FORT PIERCE

VOLUNTARY ANNEXATIONS
At or near 2528 S. OCEAN DRIVE

March 16, 2026

Ordinance	Application No.	Owner	Parcel ID
Ord. 2026-005	PZANN2025-00006	Acerra	2413-501-0154-000-6
Ord. 2026-006	PZANN2025-00008	Alberti	2413-501-0155-000-3
Ord. 2026-007	PZANN2025-00009	Fowler-Murray	2413-501-0102-000-7
Ord. 2026-008	PZANN2025-00007	Acerra	2413-501-0158-000-4



Close Record Card

Property Identification

Site Address:	OCEAN DR
Sec/Town/Range:	18/35S/41E
Parcel ID:	**2413-501-0158-000-4**
Jurisdiction:	Saint Lucie County
Land Use Code:	0000 - Vac Residential
Account #:	**150188**
Map ID:	25/18N
Zoning:	Hutch Isla



Legal Description

SURFSIDE HARBOR BLK 10 LOT 14 (OR 1656-2398)

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.21
Land Size (SF):	9,148

Map



Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	170

Sources/links:

Ownership

Anthony S Acerra

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: SURFSIDE HARBOUR Hutchinson ISLAND, FORT PIERCE
2. Legal description of real property for which annexation is being requested:
   SURFSIDE HARBOR BLK 10 - LOT 14

   Property Tax ID: 2413-501-0158-000-4
3. Size of described property: 9,148 sq. ft. - .21 ACRES
4. Project description: Annexation into City of FORT PIERCE
5. Current St. Lucie County Future Land Use Designation: RESIDENTIAL R-1
6. Current St. Lucie County Zoning: Hutchinson ISLAND
7. Is this a Historic property? NO
8. Appraised value: $ 23,837.00
9. Name of Owner(s): Anthony S. ACERRA

   Signature of Owner(s): Anthony S. Acerra
   Mailing Address: 302 SW KANE AVE.
   City PORT SAINT LUCIE State FL. Zip 34953
   Phone 732-822-1859 Fax

10. Name of Representative: _____

Signature of representative: _____
Mailing Address: _____
City) _____ State _____ Zip _____
Phone _____ Fax _____
E-mail: _____

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772)467-3729

OFFICE USE:

DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

Unique Code : BAA-BAA-BCBBB-CBFGDBF-BFFJJJ-E Page 1 of 2

Prepared By and Return To:
Gail Logan, AVP
Fidelity National Title Insurance Company of New York
118 North Second Street
Fort Pierce, FL 34950

File No. 03-020-702020

Property Appraiser's Parcel I.D.(folio) Number(s)
2518-221-0010-000/8

SS#: _____

RETURN TO:
~~Fidelity National Title~~
Courthouse Box 121

* Doc Assump: $ 0.00
* Doc Tax : $ 273.00
* Int Tax : $ 0.00

WARRANTY DEED

THIS WARRANTY DEED dated February 3, 2002, by Marion Paul Broome, a married man, hereinafter called the grantor, to Anthony S. Acerra, a single man whose post office address is 24 Delaware Avenue, W. Long Branch, NJ 07764, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in St. Lucie County, Florida, viz:

Lot 14, Block 10, Surfside Harbor Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 68 of the Public Records of St. Lucie County, Florida.

Together with an easement for ingress and egress across that property as described in O.R. Book 1597, Page 1382, Public Records of St. Lucie County, Florida.

Subject to easements, restrictions, reservations, and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.
The above described property is vacant land and not the homestead of the grantor.
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2156315 OR BOOK 1656 PAGE 2398
Recorded:02/11/03 08:50

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF AN OFFICIAL RECORD OR DOCUMENT AUTHORIZED BY LAW TO BE RECORDED OR FILED AND ACTUALLY RECORDED OR FILED IN THE OFFICE OF THE ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT.
THIS DOCUMENT MAY HAVE REDACTIONS AS REQUIRED BY LAW.
VISIT HTTPS://STLUCIECLERK.COM/SERVICES/E-CERTIFY-OFFICIAL-RECORDS TO VALIDATE THIS DOCUMENT.

Digitally signed by The Honorable Michelle R. Miller
Date: 2022.12.05 13:11:54 -05:00
Reason: Electronically Certified Copy

Unique Code : BAA-BAA-BCBBB-CBFGDBF-BFFJJJ-E Page 2 of 2

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Roxanne Huldeen
(Witness Signature)

Roxanne Huldeen
(Print Name of Witness)

Gail Logan
(Witness Signature)

GAIL LOGAN
(Print Name of Witness)

Marion Paul Broome

STATE of FLORIDA

COUNTY of ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared MARION PAUL BROOME to me known to be the person(s) described in or who has/have produced D.K. as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of FEBRAURY, 2003.

Gail Logan
MY COMMISSION # DD147037 EXPIRES
December 13, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

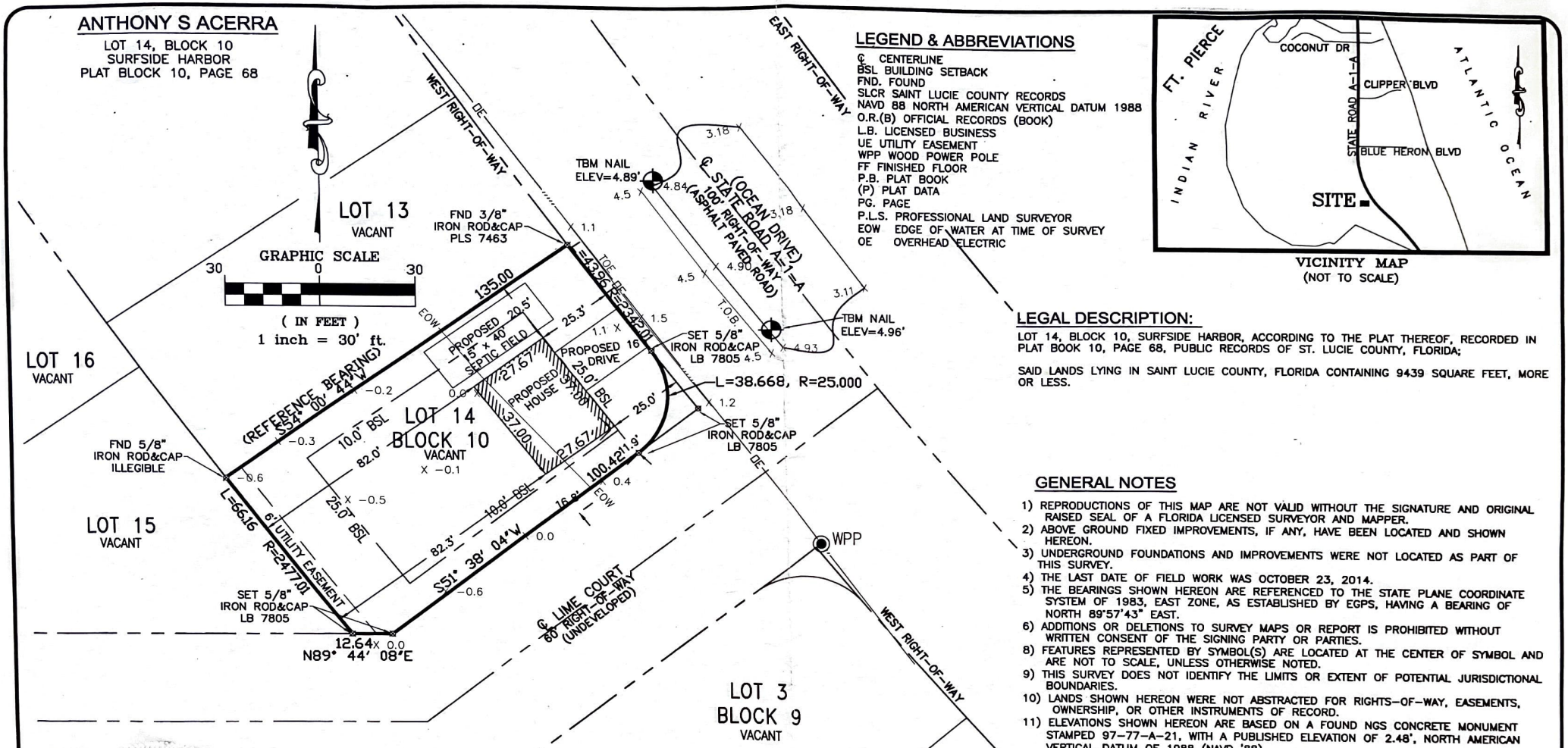
Gail Logan
Notary Signature

GAIL LOGAN
Printed Notary Name

My commission expires: _____

ANTHONY S ACERRA

LOT 14, BLOCK 10
SURFSIDE HARBOR
PLAT BLOCK 10, PAGE 68



LEGEND & ABBREVIATIONS

- ℄ CENTERLINE
- BSL BUILDING SETBACK
- FND. FOUND
- SLCR SAINT LUCIE COUNTY RECORDS
- NAVD 88 NORTH AMERICAN VERTICAL DATUM 1988
- O.R.(B) OFFICIAL RECORDS (BOOK)
- L.B. LICENSED BUSINESS
- UE UTILITY EASEMENT
- WPP WOOD POWER POLE
- FF FINISHED FLOOR
- P.B. PLAT BOOK
- (P) PLAT DATA
- PG. PAGE
- P.L.S. PROFESSIONAL LAND SURVEYOR
- EOW EDGE OF WATER AT TIME OF SURVEY
- OE OVERHEAD ELECTRIC

VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

LOT 14, BLOCK 10, SURFSIDE HARBOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 68, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

SAID LANDS LYING IN SAINT LUCIE COUNTY, FLORIDA CONTAINING 9439 SQUARE FEET, MORE OR LESS.

GENERAL NOTES

1) REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2) ABOVE GROUND FIXED IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED AND SHOWN HEREON.
3) UNDERGROUND FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY.
4) THE LAST DATE OF FIELD WORK WAS OCTOBER 23, 2014.
5) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, AS ESTABLISHED BY EGPS, HAVING A BEARING OF NORTH 89°57'43" EAST.
6) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORT IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8) FEATURES REPRESENTED BY SYMBOL(S) ARE LOCATED AT THE CENTER OF SYMBOL AND ARE NOT TO SCALE, UNLESS OTHERWISE NOTED.
9) THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENT OF POTENTIAL JURISDICTIONAL BOUNDARIES.
10) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
11) ELEVATIONS SHOWN HEREON ARE BASED ON A FOUND NGS CONCRETE MONUMENT STAMPED 97-77-A-21, WITH A PUBLISHED ELEVATION OF 2.48', NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
12) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 120287, COMMUNITY PANEL NO.12111C0191J, REVISED DATE FEBRUARY 16, 2012, THIS PROPERTY LIES IN ZONE "AE",WITH A BASE FLOOD ELEVATION OF 5'. THIS INFORMATION SHOULD BE CONFIRMED WITH ST. LUCIE COUNTY PRIOR TO CONSTRUCTION.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS SURVEYED UNDER MY DIRECTION ON OCTOBER 23, 2014. I FURTHER CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.
CIVILSURV DESIGN GROUP, INC.

BY: ROBERT N. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6540 (FOR THE FIRM)

10/30/14
DATE OF SIGNATURE

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ALL RIGHTS RESERVED
CIVILSURV DESIGN GROUP, INC.

CELL PHONE (954) 649-9328
CIVILSURV
A Tradition of Innovative Engineering
2400 RHODE ISLAND AVENUE
FORT PIERCE, Florida, 34950
L.B. No.7805

File & Drawing No.
ACERRA.dwg

Scale:	Date:
1" = 30'	10/23/14
Drawn By:	Sheet
RNJ	1 of 1

BOUNDARY SURVEY for:
ANTHONY S ACERRA
OCEAN DRIVE
ST. LUCIE COUNTY, FL.

ANTHONY S ACERRA

LOT 14, BLOCK 10
SURFSIDE HARBOR
PLAT BLOCK 10, PAGE 68

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS SURVEYED UNDER MY DIRECTION ON OCTOBER 23, 2014. I FURTHER CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.
CIVILSURV DESIGN GROUP, INC.

BY: ROBERT N. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6540 (FOR THE FIRM)

11/5/2014
DATE OF SIGNATURE

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CIVILSURV DESIGN GROUP, INC.

Justification Statement

All my life I enjoyed creating and building. In 1979 I became a union carpenter and worked in the extreme heat and cold for 38 years. I first visited Florida in 1975 with a couple of friends and returned many times afterwards. In 1989 I visited friends and Stuart. Their parents just built a house on the river in Sewall's Point. The sunsets were amazing and the warmth thawed my frostbitten fingers and toes. I knew I had to return here someday. My dream was to build a home with a sunset view.

I bought a fixer-upper house in my hometown and worked on it for 35 years. I also sacrificed to save money by working side jobs, nights and weekends. In 2003, 12 years before my retirement in 2015 because of spinal injuries. I bought my first Lot #14 on Hutchinson Island at Bear Point Sanctuary in the Surfside Harbor subdivision. I envisioned my dream three-story home with 360° sunrise to sunset views. I was curious why no one had built in the area after finding out that those lots were plotted out in 1950. So, I did my due diligence and visited the county building department on 2300 Virginia Ave in 2003 a couple of weeks later. The gentleman in the office there took me into the conference room and I showed him what I had just purchased. weeks later. He told me, "You are grandfathered into the lot size and setbacks for your house and septic tank". I felt relieved, so I bought my second lot #10.

Soon after I did a lot of legwork and asked many questions. I hired a wetlands consultant and started my mitigation process for Lot 14 with Lauri Heistermann at the Bear point Mitigation Bank. I paid for one reservation credit to mitigate the mangoes which amounted to 1/10th of an acre, or 4,500 square ft. I then hired my wetlands consultant to begin my DEP application much time and money later. I also have my DEP approval. Which, by the way, included a septic tank because the county did not provide sewer or water service. The City of Fort Pierce had a waterline installed only. Powerlines were there, and my dream was coming true. Little did I know my nightmare was just about to begin. Not just for me, before the whole subdivision dozens of lots were sold off during 2003 to 2004 and no one discovered any restrictions either.

Then a stroke of luck. After buying YMCA Easter house tickets since 1989, yes 31 years, I got a call from the YMCA in 2020. " You won the house". A year later our house was sold in a good market and my wife and I moved into the house in Port St. Lucie. I was ready to build. But, not so fast. First, the county said they would not allow a septic tank. I needed a sewer line. One day I was speaking to a builder/ developer from West Palm Beach who had bought a lot just up from me about my sewer petition. He said he was told the county had created. Something called an NCLOR, which rendered our lots, non-conforming, not billable, I basically worthless. Deep depression. I had been in the process of trying to get a sewer line from the county 1.5 miles to the south of our subdivision at a cost of $1.5 million in 2021. This first MSBU consisted of 75 lots from Blue Heron Boulevard to the end of our subdivision just north of the Bear Point Sanctuary parking lot. I questioned Barbara Getler and Cathy Altizer about the targeted area because it included the lots not just fronting A1A, but also the lots behind us. I mentioned that I was always told that the back lots were never going to be able to be built on. Barbara said, "This is what they gave us".

I had no choice, but to continue on with the MSBU, even though I told Barbara and Cathy, that I was afraid for my life. Can you imagine me getting them to pay for my sewer line knowing that they could not use it? They know where I live, and everyone in Florida has a gun. I had checked in with the petition count for the MSBU from time to time. Two years later, I was seven petitions short.

The next time I called Barbara, she told me my MSBU would not be allowed because our properties were not valuable enough. I said they were not valuable because we do not have a sewer line. I called Ray Morankus from the county sewer department to ask him if our subdivision could self-pay. He said the cost to install the sewer line went from $1.5 million to $4.5 million during that two year time period. This MSBU was doomed to fail from the beginning. Even if I did get the last seven properties, my MSBU would have been rejected by the county attorney anyway. I know this now only because of what happened next.

One day, I went to talk to Otis the owner of the Pie Hole pizza restaurant in our subdivision. The waitress said he was out of town. I mentioned about the sewer line and she told me he got approval from FPUA to bring it from Blue Heron Boulevard to the north south to his restaurant and properties. I was confused. When I inquired about that, I was told that would not be possible because that line was installed with federal money and it could not be extended south of Blue Heron Boulevard. Apparently, I was given wrong information again.

In March 2022, I decided to hire a lawyer to see what my options were. He told me that I needed to annex into the City of Fort Pierce because they did not change their ordinance and our lots would be considered conforming and buildable. I got in contact with Venus Gilmore, who is very helpful. My lawyer set up a meeting with him at City Hall. At that meeting, Venus confirmed that I could annex, my lots would be conforming, and that I could have a septic tank.

Great, I didn't have to bother with another MSBU for sewer line. Weeks later, I walked into the annexation meeting, and Ryan Altizer said, "You're going to be quick and easy so we are going to do yours first". I was annexing my Lot 14 to the lot across A1A to whom I paid $2100 for his survey to get him to annex because he was contiguous with the lot next to him thus making me contiguous with his lot across A1A. This is basically what lot number #9 did which my second lot to be annexed #10 is contiguous to. He annexed his lot in 2007 according to ordinance K-438 which was created by the City of Fort Pierce in 2006. But it wasn't that easy. As soon as the mention of a septic tank, I believe it was Alicia, said septic tanks were not allowed. At this point, the highs and lows are destroying my soul. Kevin Freeman said my annexation was on hold until we had a sewer line, not canceled.

So I contacted Bo Hutchinson and Lugey Dawson at the FPUA. He said yes the sewer line was federally funded. I asked him then how was Pie Whole Pizza was able to bring the sewer line down about 800' to his restaurant. He told me he paid for it himself. Private money. I contacted Barbara to start another MSBU to service the second half of our subdivision with FPUA. Bo said we first had to ge approval from Florida Fish And Wildlife. We called and emailed Patricia Kelly. She explained to us over the phone and through emails that she would only give permission for the 26 lots fronting A1A, and it had to be paid for by our private money. There was no formal application or document. The new 26 lot approval map was drawn up and Patricia indicated the area with a red arrow.

The new area map is part of my application and has been uploaded to the portal.

Of the 26 parcels, I have more than 75% of the required MSBU applications signed. Only 51% is required for approval. So here we are today because our MSBU was denied by the county because 10 of the 26 lots that are in the county are nonconforming. The county attorney said an owner of a nonconforming lot cannot be forced to pay for a MSBU if they are not able to build. We need to annex the 10 county lots first into the City of Fort Pierce to be conforming. Then, at that time, the sewer line can be installed. 16 of the 26 lots south of Pie Hole Pizza are already city lots in our MSBU. The lots from Blue Heron Boulevard south to Pie Hole Pizza are all city lots which make up the northern half of our subdivision. That makes about 90% city lots and 10% county lots total in our Surfside Harbor subdivision. This annexation process will conform the whole subdivision to city lots. Note, the FPUA owns the water line already and because of this if anyone were ever to build they would have to sign an annexation agreement for the City of Fort Pierce before any building would be able to commence. Thank you for considering our annexation applications.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOUTHEAST DISTRICT BRANCH OFFICE
337 N US HIGHWAY 1, SUITE 307
FT. PIERCE, FL 34950-4255
(772) 467-5500

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

July 1, 2014

24'x66' to REMAIN WETLANDS (137.9 to S.)

Anthony Acerra
24 Delaware Avenue
West Long Branch, NJ 07764
Sent via e-mail: tonyacerra@comcast.net

LOT = 66 x 135' = 111' DEEP
(READ) - 24'
= 111

Flevit = 68.36

Dear Mr. Acerra:

Enclosed is Environmental Resource Permit No. 56-0324541-002, issued pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.).

Appeal rights for you as the permittee and for any affected third party are described in the text of the permit along with conditions which must be met when permitted activities are undertaken. Please review this document carefully to ensure compliance with both the general and specific conditions contained herein. As the permittee, you are responsible for compliance with these conditions. **Please ensure all construction personnel associated with your activity review and understand the attached drawings and conditions.** Failure to comply with this permit may result in liability for damages and restoration, and the imposition of civil penalties up to $10,000.00 per violation per day pursuant to Sections 403.141 and 403.161, F.S.

In addition, please ensure the construction commencement notice and all other reporting conditions are forwarded to the appropriate office as indicated in the specific conditions.

If you have any questions about this document, please contact me at (772) 467-5560 or by email at cynthia.lott@dep.state.fl.us.

Sincerely,

Cynthia E. Lott

Cynthia Lott
Environmental Specialist III
Submerged Lands & Environmental
Resources Program

DocuSign Envelope ID: 66FDFDEA-6863-4E5B-A588-0FF80305CE37

Expires July 17, 2026

C14-07-672

SIXTH AMENDMENT TO JULY 18, 2014 MITIGATION BANK CREDIT RESERVATION AGREEMENT

THIS SIXTH AMENDMENT made and entered into this 3 day of June, 2024 by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, ("County"), whose address is 2300 Virginia Avenue, Fort Pierce, Florida 34982, and **ANTHONY ACERRA**, ("Developer"), whose address is 302 SW Kane Ave., Pt. St. Lucie, FL 34953.

WITNESSETH

WHEREAS, the County owns and operates the Bear Point Mitigation Bank, ("Bank"); and,

WHEREAS, the Developer is the owner of certain property lying in the Bank's Mitigation Service Area, ("Site"); and,

WHEREAS, on July 18, 2014, the parties entered into a Mitigation Bank Credit Reservation Agreement ("Agreement") which reserved 0.1 State mitigation credits in the Bank ("Credits") for the Developer in order to seek the necessary permits for the proposed development of the Site ("Project"); and,

WHEREAS, the Agreement provided for a one (1) year term; and,

WHEREAS, on June 19, 2015, the parties entered into a First Amendment to the Agreement which extended the term through and including July 17, 2016; and,

WHEREAS, on May 14, 2016, the parties entered into a Second Amendment to the Agreement which extended the term through and including July 17, 2018; and,

WHEREAS, on May 25, 2018, the parties entered into a Third Amendment to the Agreement which extended the term through and including July 17, 2020; and,

WHEREAS, on May 22, 2020, the parties entered into a Fourth Amendment to the Agreement which extended the term through and including July 17, 2022; and,

WHEREAS, on August 1, 2022, the parties entered into a Fifth Amendment to the Agreement which extended the term through and including July 17, 2024; and,

WHEREAS, the Developer has requested an additional extension of the term in order to allow additional time to obtain the necessary permits for the Project.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

DocuSign Envelope ID: 66FDFDEA-6863-4E5B-A588-0FF60305CE37

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

- The County agrees to reserve 0.1 State Credits for the Project as set forth in this Agreement. The term of this reservation shall begin on July 18, 2014 and shall continue through and including July 17, 2026, subject to extension upon the prior written agreement of the parties.

2. Except as otherwise amended herein, the remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be executed on the day first above written.

BOARD OF COUNTY COMMISSIONER
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

ANTHONY ACERRA

BY: Tony Acerra

DATE: 5/30/2024



Surfside Harbor-Hutchinson Island

Parcel I.D. #: 2413-501-0158-000-4

Wetland Delineation

Field Report

St. Lucie County, FL

BLK-10- LOT-14

Surfside Harbor:
Block 10, Lot 14,
St. Lucie County

P.I.N. #: 2413-501-0158-000-4

Table of Contents:

Location Map: Delorme Topo USA

Field Report: To Include Detailed Findings & Conclusion

Aerial Map: St. Lucie County Property Appraiser
Aerial of Site

Site Map: LABINS Aerial of Site
With Wetland Delineation Lines Superimpose

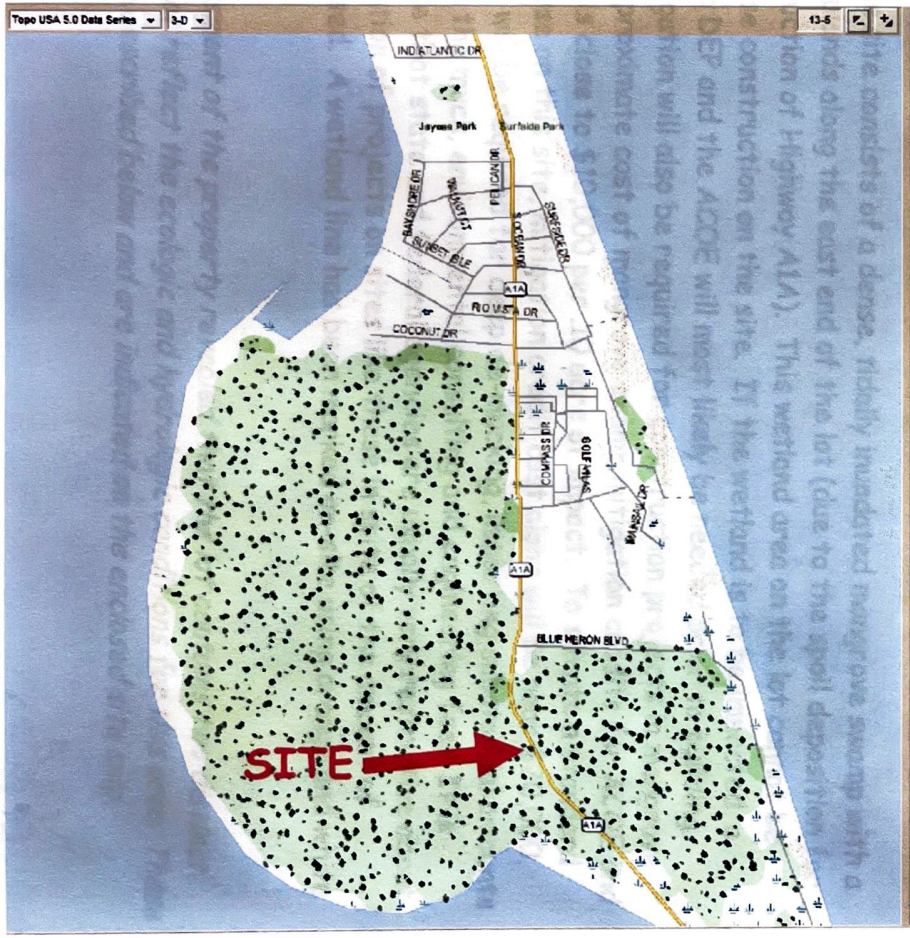
Site Photos: On Site Digital Photographs

LOCATION MAP

PIN: 2413-501-0158-000-4 ,
Surfside Harbor Block 10, Lot 14, St. Lucie County

N

CLOSE UP



REGIONAL



Mark Youmans
Environmental Consultant
909 SW Idol Avenue
Port St. Lucie, FL 34986
Phone/Fax # (772) 340-0749

Client: Mr. Anthony Acerra

Location: PIN: 2413-501-0158-000-4, Surfside Harbor,
Block 10, Lot 14 (OR 1656-2398),
Hutchinson Island, Highway A1A, St. Lucie County, FL

On October 11, 2006, a wetland survey was performed at the above referenced property, utilizing the wetland delineation standards set forth in 62-340 F.A.C. The findings are outlined below:

-Property Size: 0.21 Acres

-Approximate Percentage of Wetlands: 98%

-Approximate Percentage of Uplands: 02%

Comments: The site consists of a dense, tidally inundated mangrove swamp with a thin fringe of uplands along the east end of the lot (due to the spoil deposition for the road construction of Highway A1A). This wetland area on the lot cannot be avoided for house construction on the site. If the wetland is to be impacted, a permit from the DEP and the ACOE will most likely be needed prior to building. Substantial mitigation will also be required for construction projects in mangrove swamps. The approximate cost of mangrove swamp mitigation credits for ACOE and DEP dual credit is close to $10,000 per .10 acre of impact. To situate a standard single family house on this site, mitigation credit cost alone will be near $20,000. Additional costs will be required for deep de-mucking, importing substantial amounts of fill to replace the muck, environmental consulting and engineering fees. It is important to note that state and federal agencies are usually very restrictive about the size and location of projects on sites like these in spite of the amount of mitigation proposed. A wetland line has been marked on-site using orange and white striped ribbon.

An on-site assessment of the property revealed that the lot contains two distinct habitat types that reflect the ecologic and hydrologic conditions for this area. These two habitats are described below and are indicated on the enclosed site map.

Habitat Types:

(Habitats are described using D.O.T. F.L.U.C.C.S. Codes and the 10YR page of the Munsell Soil Chart)

HABITAT #1 -WETLAND MANGROVE SWAMP

F.L.U.C.C.S. CODE # 612

Biological Description of Wetland Habitat:

These dense, brackish water swamps occur along low-energy shorelines and in protected, tidally influenced bays of southern Florida. This community is composed of freeze-intolerant tree species that are distributed south of a line from Cedar Key on the Gulf coast to St Augustine on the Atlantic coast. These swamp communities are usually dominated by red, black, and white mangroves that progress in a sere from seaward to landward areas, respectively, while buttonwood trees occur in areas above high tide. Openings and transitional areas in mangrove swamps sometimes contain glasswort, saltwort, and other salt marsh species. All three major species of mangroves are mapped as a single class with no effort made to differentiate these species into separate zones.

PLANT COVERAGE OF THE WETLAND HABITAT AREA

Upland Plants:
(Upper Canopy & Sub-canopy): NONE

(Ground Cover): NONE

Percentage of total habitat coverage = **0%**

Facultative Plants:
(Upper Canopy & Sub-canopy): BRAZILIAN PEPPER, AUSTRALIAN PINE

(Ground Cover): NONE

Percentage of total habitat coverage = **5%**

Facultative Wetland Plants:
(Upper Canopy & Sub-canopy): NONE

(Ground Cover): NONE

Percentage of total habitat coverage = **0%**

Obligate Wetland Plants:

(Upper Canopy & Sub-canopy): RED MANGROVE, BLACK MANGROVE, WHITE MANGROVE

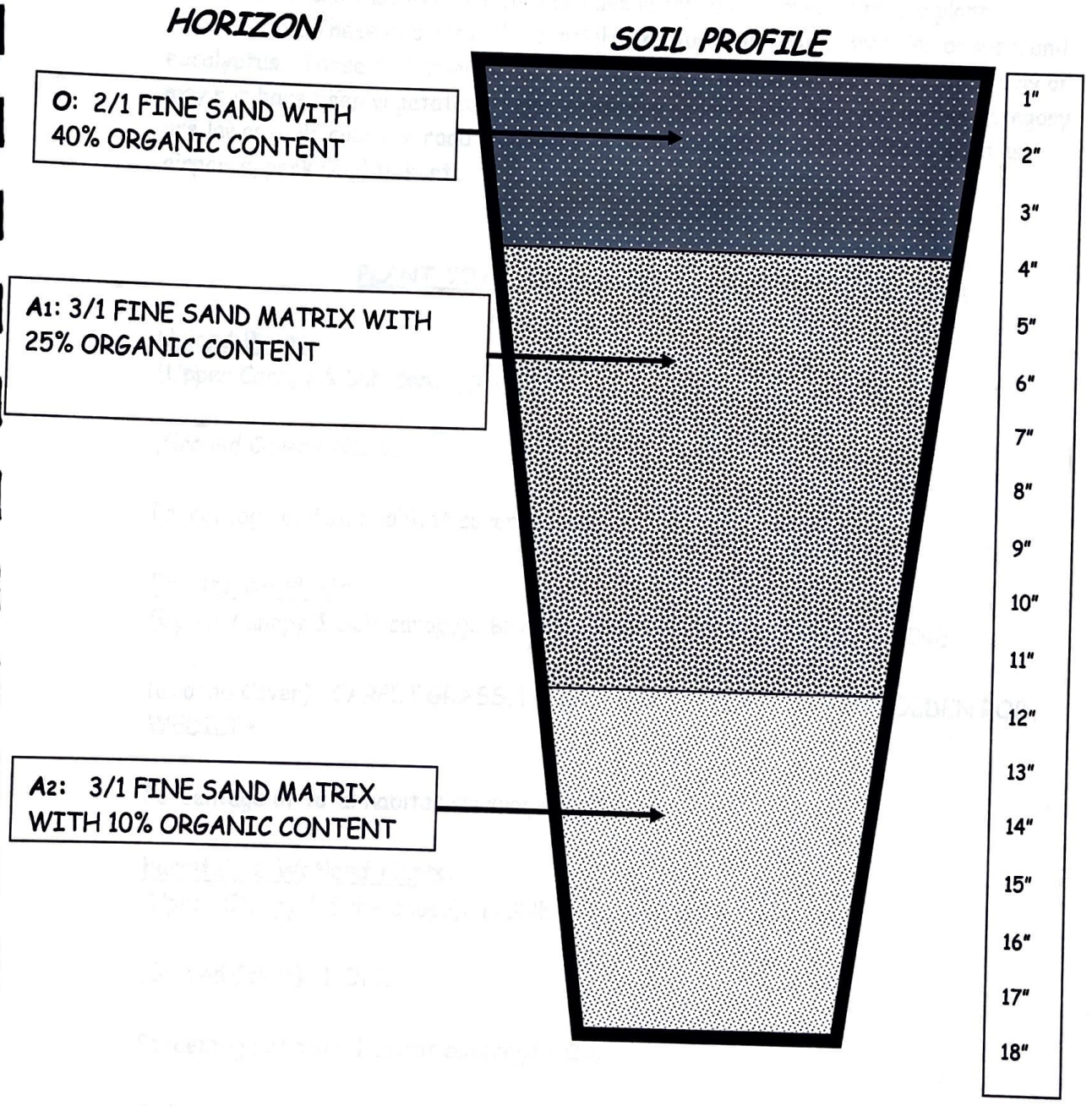
(Ground Cover): NONE

Percentage of total habitat coverage = **95%**

TYPICAL SOIL PROFILE IN THE WETLAND HABITAT AREA

(Using the 10YR page of the Munsell Soil Chart)

Soil Type: ARENT SOIL (INUNDATED ALONG WETLAND LINE)
Hydric/Depressional: YES



Hydrologic indicators present in this habitat area: Tidally Influenced Water Levels. Water Stains, Aquatic Plants, Aquatic Fauna, Adventitious Roots, Muck, Hydrogen Sulfide In The Upper 6" Of Soil & Defined Ecotone

HABITAT #2 - UPLAND- EXOTIC PLANT COMMUNITY
F.L.U.C.C.S. CODE # 422

Biological Description of Upland Habitat:
This community is defined by disturbed upland areas that are dominated by non-native trees that were planted or have escaped and invaded native plant communities. These exotics include melaleuca, Australian pine, Brazilian pepper, and eucalyptus. These disturbed areas usually occur within urbanized areas that may or may not have been vegetated. Some examples of land uses included in this category are lawns, golf courses, road shoulders, grassy areas surrounding places such as airports, park facilities, etc.

PLANT COVERAGE OF THE UPLAND HABITAT AREA

Upland Plants:
(Upper Canopy & Sub-canopy): NONE

(Ground Cover): NONE

Percentage of total habitat coverage = **0%**

Facultative Plants:
(Upper Canopy & Sub-canopy): BRAZILIAN PEPPER, AUSTRALIAN PINE

(Ground Cover): CARPET GRASS, FINGER GRASS, FLAT-TOPPED GOLDEN ROD, WEDILIA

Percentage of total habitat coverage = **100%**

Facultative Wetland Plants:
(Upper Canopy & Sub-canopy): NONE

(Ground Cover): NONE

Percentage of total habitat coverage = **0%**

Obligate Wetland Plants:
(Upper Canopy & Sub-canopy): NONE

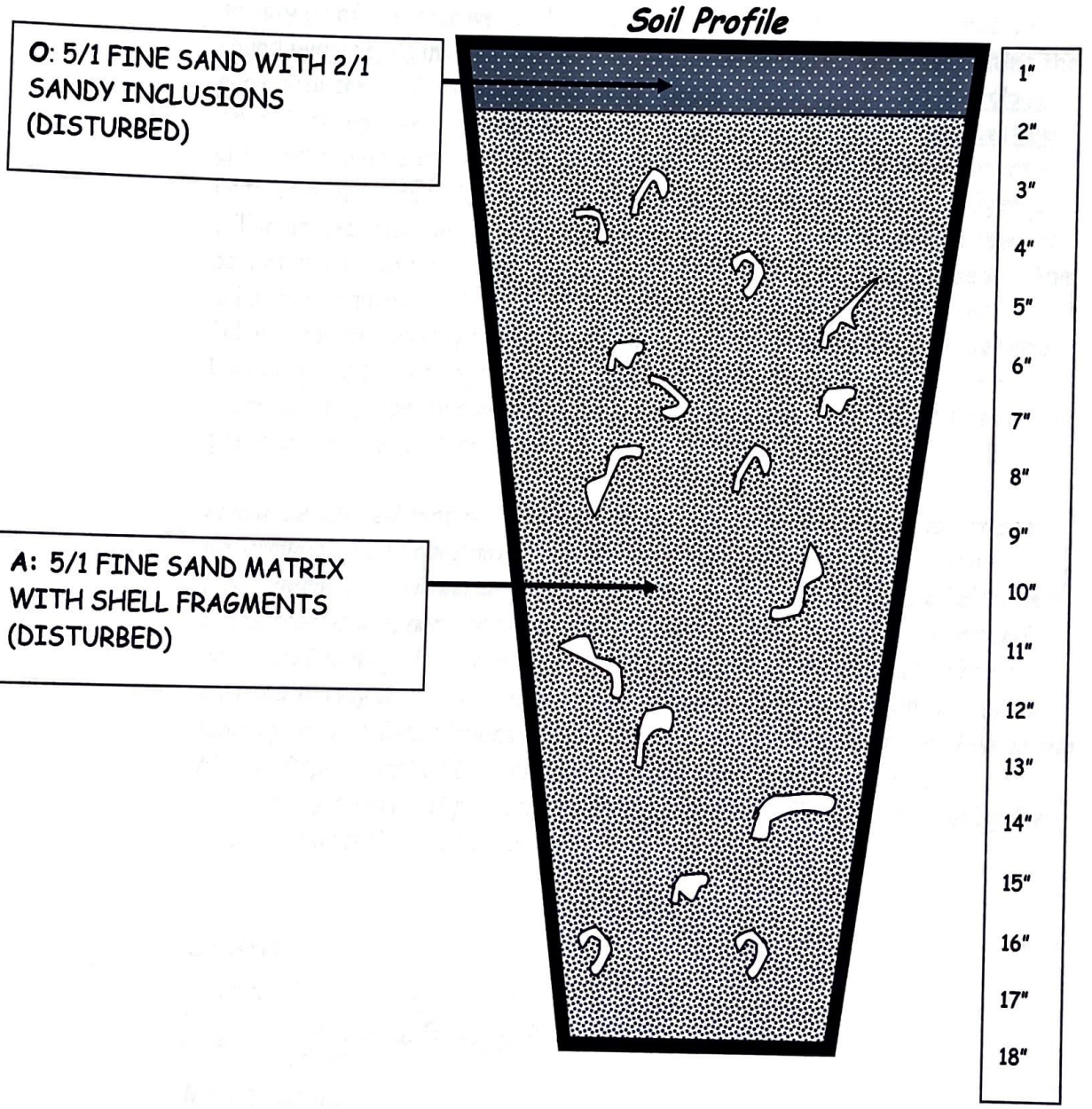
(Ground Cover): NONE

Percentage of total habitat coverage = **0%**

TYPICAL SOIL PROFILE IN THE UPLAND HABITAT AREA

(Using the 10YR page of the Munsell Soil Chart)

Soil Type: ARENT (Disturbed- soil deposited during adjacent road construction)
Hydric/Depressional: N/A



Hydrologic indicators present in this habitat area: None

Conclusion:

After careful review of aerial photographs, St. Lucie County soil maps, on-site soil samples, hydrologic conditions and botanical observations, it is my professional opinion, based on reasonable scientific judgment that Habitat #1 of this lot lies within the State of Florida's wetland regulatory jurisdiction. This opinion is based on the fact that the site characteristics of Habitat #1 satisfy all of the four wetland tests (A, B, C & D). In this habitat area I have found hydric soils in all of the sample locations, obligate plants dominating the ecological community and there is convincing evidence of wetland hydrology. Therefore, approximately 98% of this lot lies within a jurisdictional wetland area and could be claimed by both the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. Any proposed dredging or filling projects within wetland areas should require an environmental resource permit from these agencies. Fines of $10,000 per day may be imposed by the D.E.P. for unauthorized activities in wetland areas; additional fines and/or felony prosecution may be imposed by the federal government. The wetland boundary has been flagged with orange and white stripped ribbons. The approximate property corners along the roadside have been flagged using pink, green and orange fluorescent tape.

Please be advised that this assessment is an informal wetland jurisdictional determination and does not in any way bind the consultant, the Florida Department of Environmental Protection or the U.S. Army Corps of Engineers to its conclusions, nor does it convey any legal rights, expressed or implied. Persons obtaining this informal wetland jurisdictional determination are not entitled to rely upon it for purposes of compliance with provisions of law. A binding wetland jurisdictional determination can be obtained by petitioning the Florida Department of Environmental Protection for a jurisdictional declaratory statement pursuant to Rule 62-340.300, FAC, or by applying for an environmental resource permit.

Sincerely,

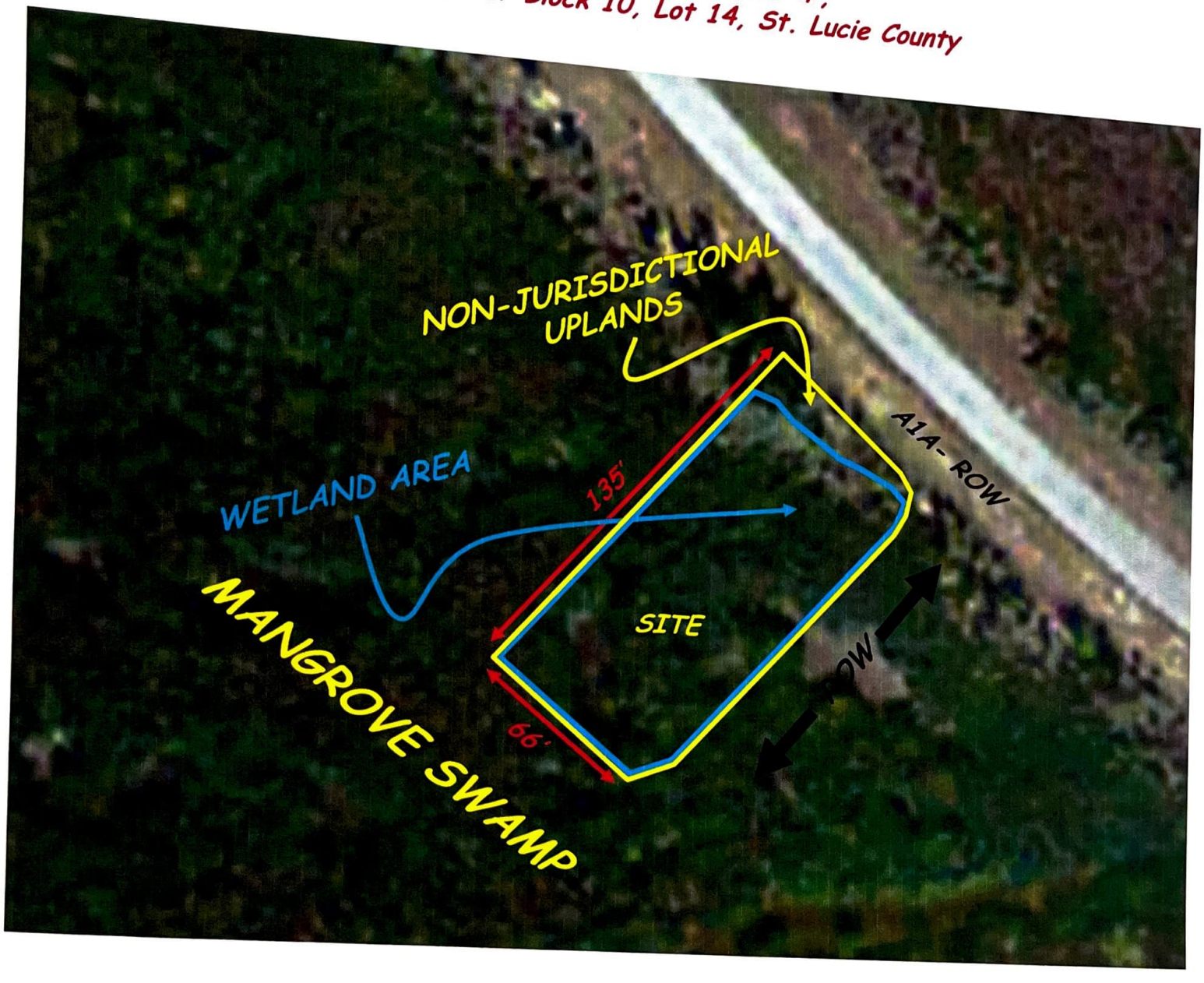
Mark Youmans
Environmental Consultant

AERIAL MAP

PIN: 2413-501-0158-000-4,
Surfside Harbor Block 10, Lot 14, St. Lucie County



Harbor Block 10, Lot 14, St. Lucie County



SITE PHOTO'S

PIN: 2413-501-0158-000-4 ,
Surfside Harbor Block 10, Lot 14, St. Lucie County

October 11, 2006



WETLAND BOUNDARY LOOKING WEST



UPLAND FRINGE LOOKING NORTH ALONG THE ROAD R.O.W.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME:	Annexation – Acerra #2 PZANN2025-00007 Ordinance 2026-008 Located near 2528 S. Ocean Drive
NOTICES PROVIDED PURSUANT TO:	City Code Section 125-37
NOTICE BY NEWSPAPER:	March 6, 2026 March 13, 2026
NOTICE BY MAIL:	February 6, 2026
NOTICE BY SIGNS:	N/A

VERIFIED BY: Chris Suneson **TITLE:** Assistant Planning Director

SIGNATURE:  **DATE:** March 3, 2026

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: CHRISTOPHER SUNESON, ASSISTANT PLANNING DIRECTOR, PLANNING DEPARTMENT

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: DRAFT ORDINANCE 26-0XX - PZANN2025-00007, ACERRA #2

CAO RLS#: 26-31

DATE: JANUARY 30, 2026

I have reviewed the above Request for Legal Services (RLS) related to the draft Ordinance to approve the petition for voluntary annexation pursuant to Florida Statute 171.044. A red-lined version of the Ordinance containing minor edits and a clean version has been uploaded to the RLS. Based on the above, **the Ordinance is approved as to form and correctness**.

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

From: Kori Benton <Kori.Benton@stlucieco.gov>
Sent: Thursday, December 18, 2025 10:30 AM
To: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Aimee Cooper <Aimee.Cooper@stlucieco.gov>; Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>
Subject: RE: Proposed Annexation of Parcel 2413-501-0154-000-6 FW: Bear Point Citizen Concerns

Four (4) parcels in total along A1A:

AGENDA

Regular Meeting of the Fort Pierce Technical Review Committee to be held Thursday, December 18, 2025 at 10:00 a.m. in the William D. Dar

New Business:

a. **PZVAR2025-00009**
Variance - Lot Coverage
Helseth Residence
1601 Frances Avenue

b. **PZANN2025-00006**
Annexation
Tony Acerra
Parcel ID: 2413-501-0154-000-6

c. **PZANN2025-00008**
John Alberti
Annexation
Parcel ID: 2413-501-0155-000-3

d. **PZANN2025-00009**
Annexation
Michael Fowler and Sean Murray
Parcel ID: 2413-501-0102-000-07

e. **PZANN2025-00007**
Annexation
Tony Acerra
Parcel ID: 2413-501-158-000-4

f. **PZSITE2025-00041**
Minor Site Plan
FPUA Moore's Creek Booster Station
Parcel ID: 2409-232-0007-000-3

g. **PZSITE2025-00043**
Major Site Plan Amendment
John Carroll High School
407 S. 33rd Street

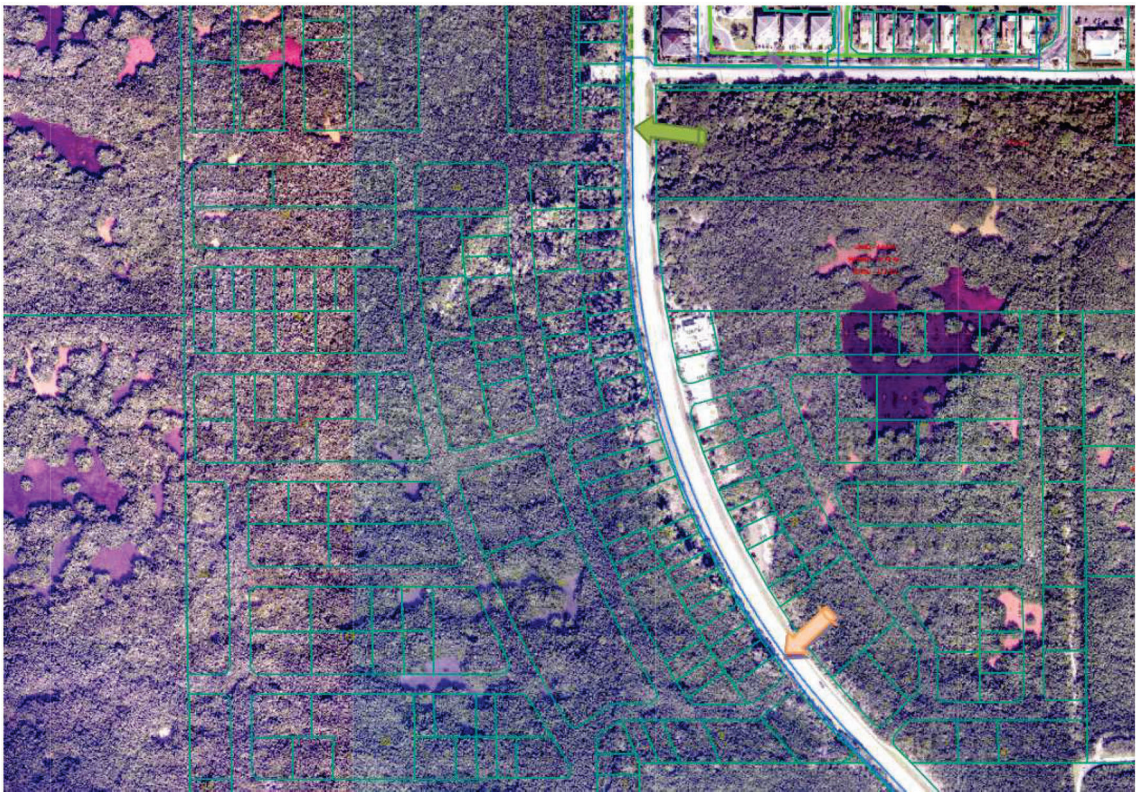
From: Kori Benton
Sent: Thursday, December 18, 2025 10:28 AM
To: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Aimee Cooper <Aimee.Cooper@stlucieco.gov>; Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>
Subject: Proposed Annexation of Parcel 2413-501-0154-000-6 FW: Bear Point Citizen Concerns

Simply an FYI:

Agenda - View Meetings
https://destinyhosted.com/fortpdocs/2025/TRC/20251218_4156/27596%5FPZANN2025%2D00006%2C%5FApplication%5FFiles.pdf

From: Kori Benton
Sent: Wednesday, July 16, 2025 11:06 PM
To: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>; Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Daniel Zrallack <Daniel.Zrallack@stlucieco.gov>
Cc: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Christopher B. Roe <croe@bmolaw.com>
Subject: RE: Bear Point Citizen Concerns

Thank you for keeping us in the loop. Utilities (FPUA), Wetlands (FDEP/Army Corp), Access (FDOT) and desired Annexation (COFP), the same if/then scenarios for decades – aside from the recent reversal of FPUA's service restriction.



From: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>
Sent: Wednesday, July 16, 2025 4:12 PM
To: Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Daniel Zrallack <Daniel.Zrallack@stlucieco.gov>; Kori Benton <Kori.Benton@stlucieco.gov>
Cc: Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; Christopher B. Roe <croe@bmolaw.com>
Subject: FW: Bear Point Citizen Concerns

From: Christine Westenhaver <Christine.Westenhaver@stlucieco.gov>
Sent: Wednesday, July 16, 2025 3:55 PM
To: Daniel McIntyre <Daniel.McIntyre@stlucieco.gov>; Barbara Guettler <Barbara.Guettler@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>
Cc: Mayte Santamaria <Mayte.Santamaria@stlucieco.gov>; Katherine Barbieri <Katherine.Barbieri@stlucieco.gov>; James Clasby <James.Clasby@stlucieco.gov>
Subject: Bear Point Citizen Concerns

Good afternoon,

I wanted to follow up regarding a recent conversation I had with a citizen, Tony Acerra, concerning his property located in Bear Pointe on South Hutchinson Island.

Mr. Acerra mentioned that he has previously spoken with several of you regarding his ongoing situation. He explained that his most recent petition was denied and that he has been working with both the County and the City of Fort Pierce in an effort to either have his lot approved for septic or annexed into the City to connect to the sewer system.

According to Mr. Acerra, due to zoning changes by the County, his property—along with others in the area—was not grandfathered in, leaving him unable to build or sell after owning the lot for over 20 years.

He is respectfully requesting that the County consider offering relief by allowing, at a minimum, the front-facing lots along A1A to be annexed into the City of Fort Pierce, which would enable property owners like himself to connect to sewer and move forward with building or selling.

For your reference, I have attached a screenshot of Mr. Acerra's lot.

Thank you in advance for any guidance and/or updates,

Christine

Christine Westenhaver | Executive Aide to Commissioner James Clasby District 1
Work phone: (772) 462-1410 | 2300 Virginia Ave. Fort Pierce, FL 34982
[facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov | [instagram.com/stluciegov]instagram.com/stluciegov | [youtube.com/stluciegov]youtube.com/stluciegov



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

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Outlook

RE: Surfside Harbor parcels off from AIA on Hutchison Island

From Aimee Cooper <Aimee.Cooper@stlucieco.gov>

To Thomas Reetz <Thomas.Reetz@stlucieco.gov>; Irene Szedlmayer <Irene.Szedlmayer@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>; Thad Crowe <Thad.Crowe@stlucieco.gov>; Irene Szedlmayer <Irene.Szedlmayer@stlucieco.gov>; Tahir Curry <Tahir.Curry@stlucieco.gov>; Erin Lees <Erin.Lees@stlucieco.gov>; Kori Benton <Kori.Benton@stlucieco.gov>; Angela M. Vassar <Angela.M.Vassar@stlucieco.gov>; Lisa Shore <Lisa.Shore@stlucieco.gov>

Cc Amy Griffin <Amy.Griffin@stlucieco.gov>; Brian Arbeiter <Brian.Arbeiter@stlucieco.gov>; Bryan-James Redden <Bryan-James.Redden@stlucieco.gov>; Lydia Galbraith <Lydia.Galbraith@stlucieco.gov>; Grant M. Chambers <Grant.M.Chambers@stlucieco.gov>; Jennifer McGee <Jennifer.L.McGee@stlucieco.gov>; Brion Pauley <Brion.Pauley@stlucieco.gov>

5 attachments (12 MB)

Department of the Interior to SLC about CBRA Areas.pdf; 1-Hutchinson Island Unit P11.pdf; 2-Hutchinson Island Unit P11.pdf; Fwd: Clevenger Parcel - Utilities Inquiry; FLDEP_DSL_OES_FF_22_IndianRiverLagoonBlueway.pdf;

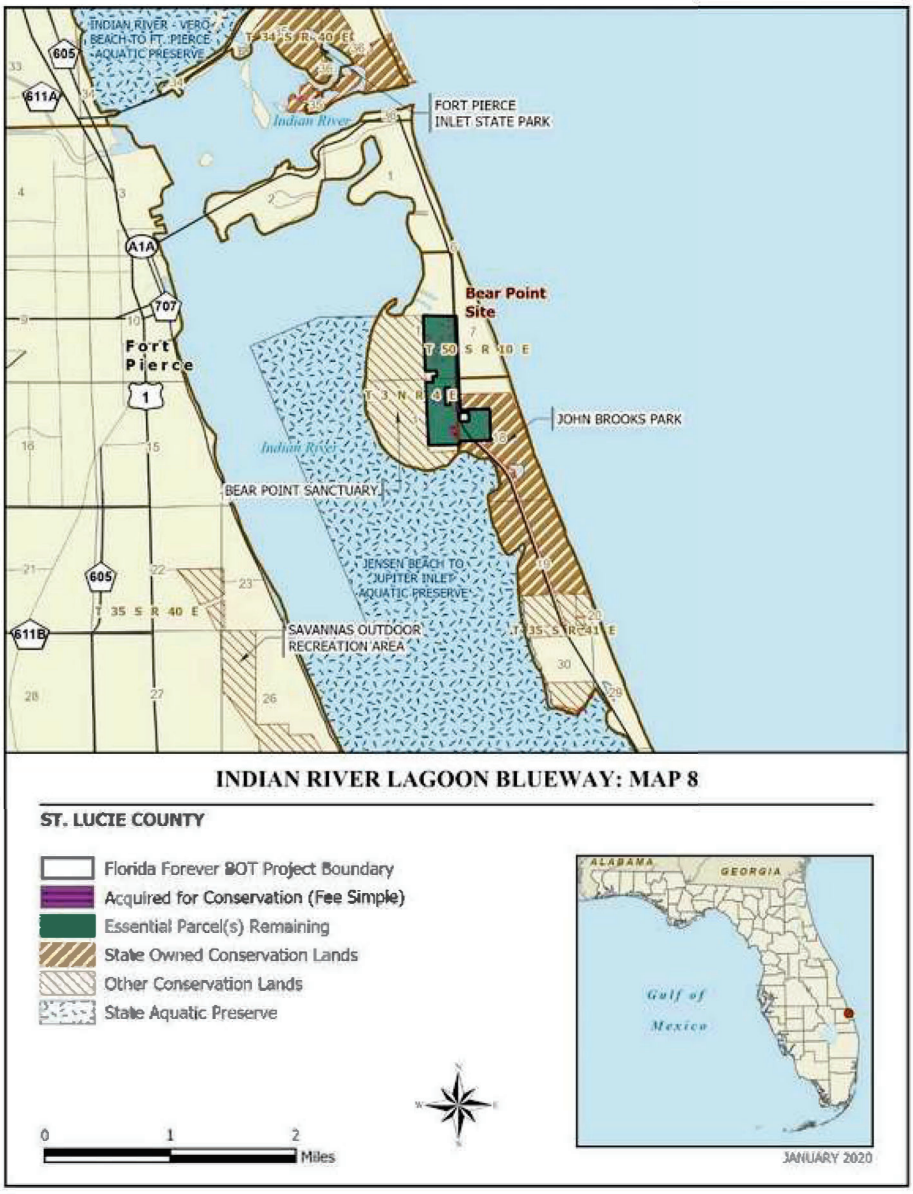
Good afternoon,

US Fish and Wildlife (FWS) administered the Coastal Barrier Resources Act (CBRA), which encourages the conservation of storm-prone and dynamic coastal barriers by withdrawing the availability of federal funding and financial assistance within a designated set of units known as the Coastal Barrier Resources System (CBRS). With the passage of CBRA in 1982, Congress recognized that certain actions and programs of the Federal Government have historically subsidized and encouraged development on coastal barriers, resulting in the loss of natural resources, threats to human life, health, and property, and the expenditure of millions of tax dollars each year. CBRA seeks to minimize these effects by restricting federal funding and financial assistance affecting the CBRS. CBRA does not prohibit the expenditure of private, state, or local funds within the CBRS. Additionally, it does not prevent federal agencies from issuing permits or conducting environmental studies. Areas within the CBRS may be developed, provided that private developers or other non-federal parties bear the full cost and risk.

Please find the following attached:

- CBRA Maps from the FWS website.
- A letter from the Department of the Interior dated January 27, 1988, in response to inquiries by the Planning and Zoning Director at that time regarding CBRA as it affects the provisions of public services on Hutchinson Island.
- A 2019 historical email from ERD Staff sent to our Legal Department and their response which states the letter is still applicable.

In summary, it has been our understanding that the US Department of the Interior indicated Fort Pierce Utility Authority (FPUA) could not allow connections to their sewer service mains for properties located within the designated CBRA Zone due to their previous use of federal funding. That being said, also mentioned in the email are concerns ERD staff has with installing septic systems near or within areas recognized as environmentally sensitive lands (ESLs), such wetlands, especially Category I wetlands, which are those with a hydrological connection to natural water bodies such as the Indian River Lagoon.



Map 9: FNAI, January 2020

Additionally, these parcels within the Surfside Harbor Plat are considered and have been identified as Essential Parcels Remaining for acquisition through the Indian River Lagoon Blueway program. Acquisition of this project will be a coordinated effort between directly involved local governments, water management districts and the State. The five counties (Volusia, Brevard, Indian River, St. Lucie and Martin) and the WMDs (SJRWMD and SFWMD) have sent resolutions in support of this project. Please find attached the **Indian River Lagoon Blueway** project Florida Forever 5-Year Plan for reference.

I hope this information is helpful. Please let me know if I can provide you with any additional information or if you would like to further discuss.
Thank you,
Aimee

Aimee L. Cooper | Environmental Regulations Manager | Environmental Resources Department
ERD Main: 772-462-2526 | Direct: 772-462-6440 | Cell: 772-971-5564 | 3398 Selvitz Road, Fort Pierce 34981
ERD Website | [facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov | [instagram.com/stluciegov]instagram.com/stluciegov | [youtube.com/stluciegov]youtube.com/stluciegov

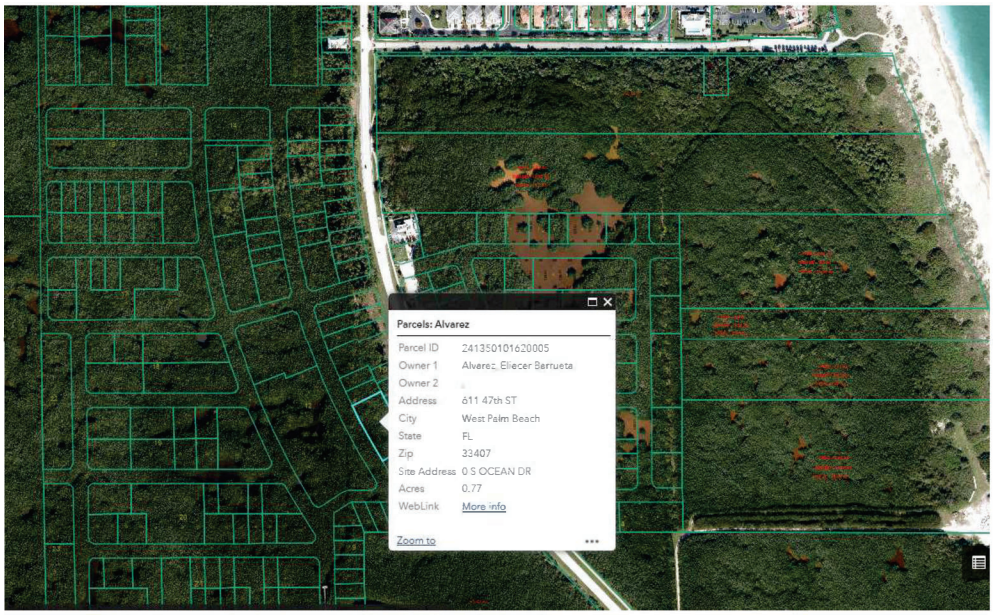


From: Thomas Reetz
Sent: Friday, March 15, 2024 12:25 PM
To: Irene Szedlmayer ; Benjamin Balcer ; Thad Crowe ; Irene Szedlmayer ; Tahir Curry ; Erin Elizabeth Taylor ; Kori Benton ; Angela M. Vassar ; Lisa Shore
Cc: Amy Griffin ; Aimee Cooper ; Brian Arbeiter ; Bryan-James Redden ; Lydia Galbraith ; Grant M. Chambers
Subject: Surfside Harbor parcels off from AIA on Hutchison Island

Team Members, I had inquiry from a property owner who recently purchased parcels with a legal description of Surfside Harbor BLK 13 Lots 11, 12, 13, 14 and 15. (See owner info below)

1. The property and surrounding parcels were platted in the 20's. (Surfside Harbor)
2. The property in question is landlocked and appears to be in an Estuarine and Marine type wetland.
3. The property would need access/egress improvements as well as water/wastewater connections.

The cost implications of developing such properties are obvious and confirmed by the Property Appraiser's accessed and taxable value. (in this case $1000)
I spoke with Irene S. in our department, and she affirmed that we have had several inquiries about the developability of the properties in the past.
Am I missing anything form the list above and is there Departmental consensus of the developability of these parcels?





Tom Reetz | Planner II | Planning & Development Services
Ph: 772-462-2399 | 2300 Virginia Ave. Fort Pierce 34982
[facebook.com/stluciegov]facebook.com/stluciegov | [twitter.com/stluciegov]twitter.com/stluciegov |
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United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

January 27, 1988

✓ COM	✓ ENG	REC/PKS	APPR
AGR	HumSVC	PERS	CLERK
AssIAD	LANDFL	PURCH	TX CO
P & A	LIBRY	ROADS	ELECTN
✓ ATTY	M-IDM	SvcSTA	SHER
✓ ClkSEC	M-IDIR	V.A.	P/PUB
DATA	MOSQ	Y.H.	
	911	F.MIN	
OTHER	Harry Schindelette Water & Sewer Authority		

RECEIVED FEB 2 1988 COMMUNITY DEV ST. LUCIE CO. FL

Mr. Terry L. Hess
Planning and Zoning Director
St. Lucie County Board of Commission ers
2300 Virginia Avenue
Fort Pierce, Florida 33482-5652

Dear Mr. Hess:

Secretary Hodel has asked me to respond to your December 16, 1987, letter regarding the Coastal Barrier Resources Act (Act) as it affects the provision of public services on Hutchinson Island, Florida.

As noted in your letter, Federal assistance cannot be used to provide services to development within the two Coastal Barrier Resources System (System) units on Hutchinson Island, P10A (Blue Hole) and P11 (Hutchinson Island). You are concerned about extending water/wastewater service facilities through these System units to developed areas beyond the System.

You have raised two specific questions about the proposed service expansion in relation to the System units:

1) "Assuming that a wastewater transmission line was constructed entirely with non-federal monies from the developed portions of South Hutchinson Island to service those areas not included within CBRA Unit P-11 to the existing Ft. Pierce Utility Authority wastewater treatment plant facilities, would the construction and connection of this service line to these treatment facilities place the Authority in jeopardy of losing future federal support funds for the operation/upgrade of this system? It is conceivable that connections might be desirable from this service line to properties designated as Undeveloped Coastal Barriers."

2) "If the above scenario is not permissible, could restrictions be placed on this service line that it only serve those properties not included within a CBRA Unit?"

Similar questions have been raised by officials in Brevard County, Florida. As stated in the enclosed memorandum from Charles P. Raynor, Assistant Solicitor for Fish and Wildlife, to the Fish and Wildlife Service's Assistant Regional Director, "service could be extended through the unit only if (1) no federal funds are used to cover the cost of the sewer line through the unit, including not only construction costs, but future costs such as maintenance and repairs, and (2) service from the federally-funded plant to the CBRS unit is absolutely prohibited." Of course, if no federal funds

NOTE: ON "ADDITIONS" TO RM 2.9.1
WAL
2-9-88

3504, prevents Federal agencies from funding or assisting activities outside of a CBRS unit that have as their purpose serving the unit. The County contends, however, that development of the South South Beaches area is likely to proceed whether or not sewer service is extended to the area and that it is economically unsound to serve the area south of the Coconut Point Unit with a separate wastewater treatment facility. Moreover, the County asserts that development in the absence of sewer service will be based on septic tanks or package plants, which will have significant adverse effects on water quality and shellfish. For these reasons, the County wishes to extend the service area of the existing facility both to and across the CBRS unit.

The EPA agreed with the County to consult with the Fish and Wildlife Service on a compromise sewer service plan. Under this plan, Brevard County would be authorized to provide sewer service from the existing wastewater facility to the area south of the CBRS unit subject to two principal conditions:

1. Construction of the sewer line through the CBRS unit will be limited to the existing right-of-way for U.S. Highway A1A.

2. No connections will be made to the sewer line through the unit and no service will be provided to support any existing or future development within the unit.

Although the EPA has not requested consultation on serving the CBRS unit itself, the County clearly is still interested in this issue. We therefore will consider it as well.

DISCUSSION

Section 5(a) of the CBRA provides, in pertinent part:

> [e]xcept as provided in section 6, no new expenditures or new financial assistance may be made available under authority of any Federal law for any purpose within the Coastal Barrier Resources System . . . .

These purposes include, but are not limited to "the construction or purchase of any structure, appurtenance, facility or related infrastructure," section 5(a)(1), and clearly include sewage facilities such as sewage lines, H.R. Rep. No. 841, 97th Cong., 2d Sess. 15 (Sept. 21, 1982). Section 5 clearly prohibits Federal funding of the construction or purchase of structures or facilities within the CBRS, Sen. Rep. No. 419, 97th Cong., 2d Sess. 6-7 (May 26, 1982), but also prohibits Federal funding of activities outside the CBRS that have purposes within the CBRS, see May 23, 1986, letter from Gale A. Norton to Ruth M. Fountain, supra. Section 5 in no way prevents private or State or local government funding of activities with purposes within the CBRS. Sen. Rep. No. 419, 97th Cong., 2d Sess. 7 (May 26, 1982). Section 5 applies without regard

to whether a particular project is designed to benefit an area outside the CBRS. H.R. Rep. No. 928, 97th Cong., 2d Sess. 13 (Oct. 1, 1982).

Section 6 provides that, notwithstanding the general prohibition in section 5, a Federal agency may make Federal funds available for projects having purposes within the CBRS if the agency consults with the Secretary of the Interior and if the activity to be funded is covered by one of the specific exceptions set forth in section 6. Only two of the exceptions are directly applicable to the proposed extension of sewer service to the South South Beaches area. Section 6(a)(3) provides an exception for:

> maintenance, replacement, reconstruction, or repair, but not the expansion, of publicly-owned or publicly-operated roads, structures, or facilities that are essential links in a larger network or system.

The section 6(a)(6)(F) exception is similar, except that it applies to roads, structures, or facilities whether or not they are essential links in a larger system and applies only if Federal funding of the activity would be consistent with the purposes of the CBRA.

Extension of Sewer Service to the Coconut Point Unit

Extension of sewer service from the existing Federally-funded facility to the Coconut Point Unit clearly would constitute Federal financial assistance for a purpose within the CBRS and therefore would be generally prohibited by section 5. Moreover, since the extension of service would constitute an expansion of a publicly-owned or operated structure or facility, it could not qualify under either section 6(a)(3) or 6(a)(6)(F) for an exception from the section 5 prohibition. Furthermore, no other section 6 exception covers the proposed extension of sewer service to the CBRS unit.

Brevard County has asked the Service to consider whether the environmental benefits that may ensue from the proposed extension could nonetheless justify an exception from the funding prohibition. The County contends that the South South Beaches area, including the CBRS unit, will be developed based upon septic tanks and package plants if sewer service is not extended to the area. These can result in detrimental environmental impacts, including water pollution and shellfish contamination. The County asserts that an exception from the CBRA Federal funding prohibition is warranted, because these adverse environmental impacts would be avoided if the South South Beaches area were linked up to the existing wastewater facility.

We acknowledge that such an exception might be sensible and even consistent with the purposes of the CBRA. The CBRA does not, however, contain such a general environmental cost-benefit

exception to the general funding prohibition. The only exceptions are those in section 6, and, as discussed above, none applies to the County's proposal.

Extension of Service Through the Coconut Point Unit to the South South Beaches Area

The EPA's request for consultation assumes correctly that service from the existing Federally-funded wastewater facility may not extend to the Coconut Point Unit. The EPA has instead asked whether a sewer line may be built through the Coconut Point Unit to serve the area south of the Unit. The EPA would require that the line be constructed on the existing right-of-way of U.S. Highway AIA and that no connections or service be allowed to the Unit.

This proposal may be implemented under CBRA only if no Federal funds or financial assistance are made available for the construction and future maintenance, replacement, reconstruction or repair of that portion of the line that is located within the boundaries of the Coconut Point Unit. Section 5 of the CBRA explicitly prohibits Federal expenditures or financial assistance for construction of facilities such as sewer lines within the CBRS. That the sewer line would serve or benefit only areas outside the CBRS is irrelevant. H.R. Rep. No. 928, 97th Cong., 2d Sess. 13 (Oct. 1, 1982).

The CBRA would not, however, prevent the County from serving the area south of the Coconut Point Unit via a non-Federally funded sewer line across the Unit. Such a scheme would involve neither Federal financial assistance within the CBRS nor Federal financial assistance to an activity for the purpose of serving development within a CBRS unit, each of which would be prohibited under section 5. Accordingly, the proposal referred to the Service by the EPA would not violate the CBRA prohibition on Federal funding, if EPA imposes a further condition requiring that no Federal funds will be made available for construction and future maintenance of the portion of the sewer line that would cross the CBRS unit.

Conclusion

The Coastal Barrier Resources Act prohibits the Environmental Protection Agency from allowing service from the existing Federally-funded South Beaches Regional Wastewater Facility to be extended to the Coconut Point Unit of the Coastal Barrier Resources System. The CBRA also prohibits the EPA from making Federal funds available for construction and maintenance of a new sewer line across the Unit. The EPA may, however, allow and fund extension of

service to the area south of the Unit, provided that no service is allowed from the new line to the Unit and provided further that no Federal funds are used for construction and maintenance of the portion of the line within the Unit.

For further advice please contact David Gayer (343-2172).

cc: Assistant Director, Fish and Wildlife Enhancement, FWS
Coastal Barriers Coordinator, FWS



JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

Hutchinson Island Unit P11/P11P (1 of 2)

This map was produced by the U.S. Fish and Wildlife Service from a map dated March 18, 2016, that was made effective on December 21, 2018, via Public Law 115-358. The boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) on this map are identical to the boundaries on the map adopted by Public Law 115-358. This map supersedes all prior maps depicting the CBRS boundaries in this location.

The seaward side of the CBRS unit includes the entire sand-sharing system, including the beach and nearshore area. The sand-sharing system of CBRS units is normally defined by the 30-ft bathymetric contour. In large coastal embayments and the Great Lakes, the sand-sharing system is defined by the 20-ft bathymetric contour or a line approximately one mile seaward of the shoreline, whichever is nearer the coastal barrier.

For additional information about the Coastal Barrier Resources Act or CBRS, please visit www.fws.gov/cbra.

N

1:24,000

0 0.25 0.5 1 1.5 2 Miles

0 1,000 2,000 4,000 6,000 8,000 Feet

0 0.25 0.5 1 1.5 2 Kilometers

System Unit Boundary

Otherwise Protected Area (OPA) Boundary; OPAs are identified on the map by the letter "P" following the unit number

Approximate State Boundary

$^{36}54^{000m}N$ 2000-meter Universal Transverse Mercator grid values

Imagery Date(s): 2012

Imagery Source(s): Florida Department of Transportation

Coordinate System: Universal Transverse Mercator
Zone 17 North
North American Datum 1983

Map 12-045B **December 21, 2018**



JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

Hutchinson Island Unit P11 (2 of 2)

This map was produced by the U.S. Fish and Wildlife Service from a map dated March 18, 2016, that was made effective on December 21, 2018, via Public Law 115-358. The boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) on this map are identical to the boundaries on the map adopted by Public Law 115-358. This map supersedes all prior maps depicting the CBRS boundaries in this location.

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For additional information about the Coastal Barrier Resources Act or CBRS, please visit www.fws.gov/cbra.

N

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0 0.25 0.5 1 1.5 2 Miles

0 1,000 2,000 4,000 6,000 8,000 Feet

0 0.25 0.5 1 1.5 2 Kilometers

- System Unit Boundary
- Otherwise Protected Area (OPA) Boundary; OPAs are identified on the map by the letter "P" following the unit number
- Approximate State Boundary
- 3654000mN 2000-meter Universal Transverse Mercator grid values

Imagery Date(s): 2012, 2013

Imagery Source(s): Florida Department of Transportation

Coordinate System: Universal Transverse Mercator
Zone 17 North
North American Datum 1983

Map 12-046B **December 21, 2018**

Outlook

Fwd: Clevenger Parcel - Utilities Inquiry

From Jennifer McGee <Jennifer.L.McGee@stlucieco.gov>

To Leslie Olson <Leslie.Olson@stlucieco.gov>; Patrick Dayan <Patrick.Dayan@stlucieco.gov>; Amy Griffin <Amy.Griffin@stlucieco.gov>; Mike Middlebrook <Mike.Middlebrook@stlucieco.gov>; George Landry <George.Landry@stlucieco.gov>

2 attachments (19 KB)

image008.png; image008.png;

FYI per our discussion please see below email string related to CBRA zone issue and connection to FPUA.
Thanks,
Jenn

Sent from my iPad

Begin forwarded message:

> **From:** Jennifer McGee </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP /CN=RECIPIENTS/CN=B79978AF31DD4A9E97B17327C00A021C-JENNIFER MC>
> **Date:** September 16, 2019 at 8:10:00 AM EDT
> **Subject: FW: Clevenger Parcel - Utilities Inquiry**
>
> Just fyi
> *Jennifer McGee*, PWS
> Senior Environmental Planner
> St Lucie County Environmental Resources Department
>
> *St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.*
> www.StLucieCo.gov/CustomerSurveyERD
>
> **From:** Daniel McIntyre
> **Sent:** Monday, September 16, 2019 7:53 AM
> **To:** Jennifer McGee <McGeeJ@stlucieco.org>
> **Cc:** Mark Satterlee <satterleem@stlucieco.org>; Amy Griffin <griffina@stlucieco.org>
> **Subject:** FW: Clevenger Parcel - Utilities Inquiry
>
> **From:** GildanP@gtlaw.com <GildanP@gtlaw.com>
> **Sent:** Friday, September 13, 2019 4:51 PM

To: Daniel McIntyre <MCIND@stlucieco.org>
Cc: George Landry <LandryG@stlucieco.org>
Subject: RE: Clevenger Parcel - Utilities Inquiry

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe. Questions, call Customer Service at 772-462-2146.

Dan – Looks like the 1986 letter would apply (thought the current Administration/Dept. of Interior may have a different interpretation which might be worth requesting or having the County's lobbyists request). Another alternative that might be worth trying is to propose that any sewer connections in the restricted area repay a proportionate share of the original grant monies to the Dept. of Interior related to capacity to be used by these homes (and therefore argue that no federal funds were used to provide the service).

Phillip C. Gildan
Shareholder

Greenberg Traurig, P.A.
777 S. Flagler Drive, Suite 300 East | West Palm Beach, FL 33401
T +1 561.650.7967 | F +1 561.655.6222
GildanP@gtlaw.com | www.gtlaw.com | View GT Biography

GT GreenbergTraurig

From: Daniel McIntyre [mailto:MCIND@stlucieco.org]
Sent: Friday, September 13, 2019 4:08 PM
To: Gildan, Phillip (Shld-WPB-CP) <GildanP@gtlaw.com>
Cc: George Landry <LandryG@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry
EXTERNAL TO GT

From: Jennifer McGee <McGeeJ@stlucieco.org>
Sent: Friday, September 13, 2019 4:04 PM
To: Daniel McIntyre <MCIND@stlucieco.org>
Cc: Amy Griffin <griffina@stlucieco.org>; Benjamin Balcer <BalcerB@stlucieco.org>; Aimee Cooper <CooperA@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry

Good afternoon Dan,

I was wondering if you could review and possible meet to discuss an issue we are encountering with FPUA sewer connections as it relates to restrictions regarding the Coastal Barrier Resources Act. As detailed in the attached letter from 1986, the US Department of the Interior indicated FPUA could not allow connections to their sewer service mains for properties located within the designated CBRA Zone due to their previous use of federal funding. At least that is my understanding after reviewing the correspondence and speaking with FPUA staff. Given your historical knowledge with the County, I was hoping perhaps you may recall this issue arising before and may be able to offer to insight.

This came to our attention as we have received an application for a Category I wetland waiver for two parcels fronting S. Ocean Drive to develop a single family residence on septic (since FPUA instructed the applicant they would not be permitted to connect to their sewer main). ERD staff has concerns over installing a septic system in this location, as it is a Category I wetland that is directly connected to the Indian River Lagoon. This is especially concerning when FPUA has a central sewer service line located directly adjacent. As such, we would like to review these findings with you and find out if indeed this interpretation is correct and if so what actions we could explore to petition for an exemption or other action should the BOCC support such an endeavor to prevent adverse impacts to water quality in this area.

Thank you for your assistance,
Jenn

Jennifer McGee, PWS
Senior Environmental Planner
St Lucie County Environmental Resources Department

St. Lucie County Environmental Resources is committed to great service and your feedback is vital. Please take our short survey to let us know how we're doing.
www.StLucieCo.gov/CustomerSurveyERD

From: James Carnes [mailto:jcarnes@fpua.com]
Sent: Friday, September 13, 2019 3:29 PM
To: Jennifer McGee <McGeeJ@stlucieco.org>
Cc: Richard Mutterback <rmutterback@fpua.com>
Subject: FW: Clevenger Parcel - Utilities Inquiry

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe. Questions, call Customer Service at 772-462-2146.

Attached is the documentation highlighting our discussions from today.

JAMES CARNES III, P.E.
Supervising Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34984
772.466.1600 Ext. 3472
772.468.2414 Fax

From: Richard Mutterback
Sent: Friday, September 13, 2019 12:23 PM
To: James Carnes <jcarnes@fpua.com>
Subject: FW: Clevenger Parcel - Utilities Inquiry

See below. I feel like you could explain FPUA's stance and future direction of allowing single family homes to connect better than I could, if you don't mind to give her a call.
Thanks,

Richard Mutterback
Environmental Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34947
772.466.1600 Ext. 3425
772.468.2414 Fax

From: Jennifer McGee [mailto:McGeeJ@stlucieco.org]
Sent: Thursday, September 12, 2019 3:41 PM
To: Richard Mutterback <rmutterback@fpua.com>
Cc: Amy Griffin <griffina@stlucieco.org>; Benjamin Balcer <BalcerB@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry

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

Good afternoon,
I was wondering if you would have a few moments to discuss the below email string. According to this applicant, FPUA will not allow connection to sewer for single family residential even though a force main is located directly adjacent to the parcel in question. I would like to discuss further the reasoning for this restriction or if there are any alternative options, as the applicant is requesting to place a new septic system within a Category I wetland which is directly connected to the Indian River Lagoon and staff has a great deal of concerns with this proposal when central sewer is available within such close proximity. My direct line is 772-462-3862.
Thanks,
Jenn

Jennifer McGee, PWS
Senior Environmental Planner
St Lucie County Environmental Resources Department

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www.StLucieCo.gov/CustomerSurveyERD

From: Bill Pittsley [mailto:billp@mbveng.com]
Sent: Wednesday, August 21, 2019 1:47 PM
To: Jennifer McGee <McGeeJ@stlucieco.org>
Subject: FW: Clevenger Parcel - Utilities Inquiry
Jen,
I found the correspondence regarding the FPUA Sewer. See Richard's comments below.
Regards,
Bill

William F. Pittsley III
Project Manager, MBV Engineering, Inc.
P: 772.569.0035 x121

From: Richard Mutterback <rmutterback@fpua.com>
Sent: Monday, March 25, 2019 3:43 PM
To: Bill Pittsley <billp@mbveng.com>
Subject: RE: Clevenger Parcel - Utilities Inquiry
Water is available. The only wastewater in that area is a 12" force main, and at this time FPUA does not allow residential homes to connect to force mains.

Richard Mutterback
Environmental Engineer
W/WW Engineering Department
Fort Pierce Utilities Authority
1701 S. 37th Street,
Fort Pierce, FL 34947
772.466.1600 Ext. 3425
772.468.2414 Fax

From: Bill Pittsley [mailto:billp@mbveng.com]
Sent: Monday, March 25, 2019 1:51 PM
To: Richard Mutterback <rmutterback@fpua.com>
Subject: Clevenger Parcel - Utilities Inquiry

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

Richard,

Does FPUA have Water & Sewer service available at this location?
Property cards attached.
This is a proposed single-family on a double lot.
Bill

William F. Pittsley III
Project Manager, MBV Engineering, Inc.
1835 20th Street, Vero Beach, Florida 32960
P: 772.569.0035 x121 F: 772.778.3617
www.mbveng.com



Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

(For additional information, go to http://www.fpua.com/important_information/privacy.php)

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

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If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate the information.

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USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

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

SCN StLucie-IndianRv-Stuart 03/06/2026, 03/13/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/13/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	$846.80	
Tax Amount:	$0.00	
Payment Cost:	$846.80	
Order No:	12139246	# of Copies:
Customer No:	1126026	1
PO #:		

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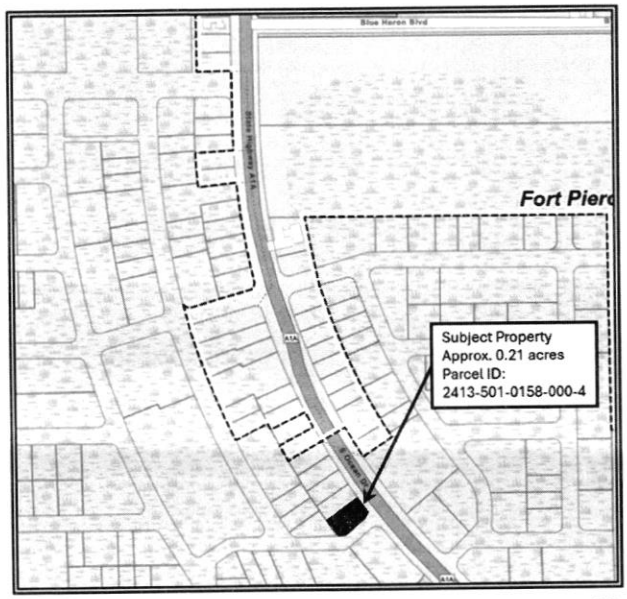
Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 16, 2026 at 5:05 p.m., and Monday, April 6, 2026 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO 26-008 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL CONTAINING 0.21 ACRES, GENERALLY LOCATED AT OR NEAR 2528 S OCEAN DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL (RL); ESTABLISHING THE ZONING DESIGNATION OF SINGLE-FAMILY LOW DENSITY (R-1); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

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

/s/ Linda W. Cox, City Clerk
Publish: 3/6/2026 and 3/13/2026

TR-43603171

City Commission Regular Meeting - 5:05 PM **12. E.**

Meeting Date: 04/06/2026

Re: Ordinance No. 26-009 Amending the FY 2024 - 2025 General Fund Budget

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Legislative Hearing - Ordinance 26-009 - Final Budget Amendment of the FY 2024-25 General Fund Budget. SECOND READING

SUMMARY:

The General Fund budget is being amended to adjust budgeted revenues and expenditures to the final actual figures.

RECOMMENDATION:

City Commission approve the budget amendment ordinance.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Clerk for Advertising

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

OTHER INFORMATION:

Final Budget Amendment

Attachments

26-009

Presentation

Exhibit A FY25 General Fund Budget Amendment

Budget to Actuals

City Attorney Memo

Proof of Publication

ORDINANCE NO. 26-009

AN ORDINANCE **AMENDING THE 2024-25 BUDGET** OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2024-25 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The Budget of the City of Fort Pierce, Florida for the year 2024-25 be amended by increasing or decreasing various items as set out in the schedule, hereto attached as Exhibit A and made a part hereof and designed as the 2024-25 final budget amendment and that the City Manager and Director of Finance are hereby instructed and directed to transfer said funds to said accounts and increase and decrease in conformity with said schedule.

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

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

SECTION 4. This ordinance shall become effective upon passage.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)

WE, THE UNDERSIGNED, Mayor, Commissioner, and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 26-009 was duly advertised by title only in the St. Lucie News Tribune on March 6, 2026; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on March 16, 2026; and was duly introduced, read by title only, and passed on second and final reading on April 6, 2026, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 6th day of April.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

CITY OF FORT PIERCE

Final Budget Amendment
Fiscal Year 2024-2025

General Fund Revenues	Approved Budget	Increase	Decrease	Amended Budget	Percentage Over Under Budget
Taxes	36,895,316	976,457		37,871,773	2.65%
Licenses and Permits	763,200		260,888	502,312	34.18%
Inter-Government Revenue	9,004,500	791,302		9,795,802	8.79%
Charges for Services	658,650		131,510	527,140	19.97%
Fines and Forfeitures	274,500	132,857		407,357	48.40%
Miscellaneous Revenues	3,201,050		30,740	3,170,310	0.96%
Interfund Transfers	5,692,950	199,802		5,892,752	3.51%
Enterprise Contributions	8,777,938		94,856	8,683,082	1.08%
Fund Balance Appropriation	0		2,272,411	(2,272,411)	0.00%
Restricted Revenue	(600,000)			(600,000)	0.00%
Totals	64,668,104	2,100,418	2,790,405	63,978,117	**1.07%**

General Fund Expenditures	Approved Budget	Increase	Decrease	Amended Budget	Percentage Over Under Budget
City Commission	320,414		14,643	305,771	4.57%
City Manager	1,050,328		380,554	669,774	56.82%
City Attorney	1,042,647		69,184	973,463	7.11%
City Clerk	550,144	15,648		565,792	2.77%
Human Resources	760,416	161,041		921,457	17.48%
Finance	1,311,001		37,656	1,273,345	2.96%
IT	3,256,248		850,407	2,405,841	35.35%
Purchasing	398,621		13,149	385,472	3.41%
Community & Economic Development	0	885,468		885,468	100.00%
Planning	922,841		100,671	822,170	12.24%
Code Enforcement	1,686,387		225,274	1,461,113	15.42%
Police	21,284,392		158,643	21,125,749	0.75%
PW/Director's Office	106,265		2,811	103,454	2.72%
PW/Fleet Maintenance	952,936		56,432	896,504	6.29%
PW/Facilities Maintenance	1,508,321	377,121		1,885,442	20.00%
PW/Parks & Grounds	2,850,321	30,011		2,880,332	1.04%
PW/Streets & Drainage	2,813,663	118,178		2,931,841	4.03%
Engineering	1,785,768		233,289	1,552,479	15.03%
Liesures Services	797,318		65,302	732,016	8.92%
Administrative	21,270,073		69,440	21,200,633	0.33%
Totals	64,668,104	1,587,467	2,277,454	63,978,117	**1.07%**

CITY OF FORT PIERCE

Final Budget Amendment

Fiscal Year 2024-2025

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CITY OF FORT PIERCE

Final Budget Amendment

Fiscal Year 2024-25

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Totals	64,668,104	1,587,467	2,277,454	63,978,117	**1.07%**

Final Budget to Actuals for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2024/25 Approved	2024/25 Actual	Variance	%
Taxes					
311 010	Current Ad Valorem	$ 29,233,916	$ 29,501,075	$ 267,159	101%
311 015	Ad Valorem Adjustment Amount	0	0	0	0%
311 020	Delinquent Ad Valorem	40,000	28,062	(11,938)	70%
312 410	Local Option Gas Tax	1,400,500	1,466,790	66,290	105%
312 420	New Local Option Gas Tax	1,100,000	1,024,759	(75,241)	93%
314 100	Public Service Electricity	2,850,000	3,283,289	433,289	115%
314 101	Electricity FPL	525,000	621,643	96,643	118%
315 200	Telecommunications Tax	1,350,000	1,577,447	227,447	117%
314 300	Public Service Water	395,000	368,421	(26,579)	93%
319 900	Misc. Taxes	900	288	(612)	32%
	Total Taxes	$ 36,895,316	$ 37,871,773	$ 976,457	103%
Licenses and Permits					
316 001	Certificates of Use	$ 325,000	$ 183,853	($141,147)	57%
322 910	Planning & Zoning Fees	225,000	151,208	(73,792)	67%
322 920	Amendments	45,000	16,278	(28,722)	36%
322 930	Sign Fees	5,500	9,560	4,060	174%
322 940	Miscellaneous	125,000	132,408	7,408	106%
329 501	Animal Licenses	9,500	7,199	(2,301)	76%
329 502	Lot Clearing Permits	7,500	920	(6,580)	12%
329 503	Demolition Permits	5,000	0	(5,000)	0%
329 505	Vendor Permit/Application Fees	350	0	(350)	0%
329 508	Vendor Permit Fees	350	0	(350)	0%
329 599	Other Licenses/Permits	15,000	886	(14,114)	6%
	Total Licenses and Permits	$ 763,200	$ 502,312	($260,888)	66%
Intergovernmental Revenues					
331 50	Disaster Relief/Federal	$ 0	$ 91,989	$ 91,989	0%
334 20	Public Safety, Transportation, other Ste	0	172,487	172,487	0%
334 20	Physical Environment/Federal	0	578,802	578,802	0%
334 50	Disaster Relief/Federal	0	79,416	79,416	0%
334 50	Disaster Relief/State	0	16,879	16,879	0%
335 12	State Revenue Sharing	2,300,000	2,269,719	(30,281)	99%
335 13	Half Cent Sales Tax	2,900,000	2,719,448	(180,552)	94%

Final Budget to Actuals for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2024/25 Approved	2024/25 Actual	Variance	%
Intergovernmental Revenues contd.					
335 14	Mobile Home License	60,000	63,969	3,969	107%
335 15	Beverage License	55,000	64,049	9,049	116%
335 16	Infrastructure Sales Tax	3,000,000	2,991,571	(8,429)	100%
335 17	Casualty Premium Tax	545,000	622,188	77,188	114%
335 41	Fuel Tax Refund	50,000	35,854	(14,146)	72%
338 20	County Shared Occup. License	60,000	39,717	(20,283)	66%
339 10	Payments in Lieu of Tax-Hsg Auth	34,500	49,714	15,214	144%
	Total Intergovernmental Rev.	$ 9,004,500	$ 9,795,802	$ 791,302	109%
Charges for Services					
341 30	Sale Maps and Publications	$ 50	$ 0	($50)	0%
341 40	Certified Copying & Rec Search	60,000	54,132	(5,868)	90%
341 41	Reproduction-City Hall	9,500	4,697	(4,803)	49%
341 42	Application Fee	20,000	75	(19,925)	0%
341 90	Investigative Surcharge	25,000	26,536	1,536	106%
341 91	Jury Duty and Fees	100	1,271	1,171	1271%
341 92	Qualifying Fees	500	1,173	673	235%
343 91	Lot Clearing-Admin. Charge	25,000	9,970	(15,030)	40%
343 92	Rotation Towing-Admin. Charge	30,000	26,350	(3,650)	88%
344 50	Parking Fines	75,000	17,716	(57,284)	24%
344 51	Traffic Fines	35,000	69,729	34,729	199%
345 90	Vacation Rental	100,000	67,475	(32,525)	67%
347 40	Community Center/Bus. Social	115,000	100,654	(14,346)	88%
347 42	Comm. Center Special Events	30,000	23,440	(6,560)	78%
347 44	Comm. Center Rental Fees	35,000	37,662	2,662	108%
347 48	Comm. Center Events	16,500	15,971	(529)	97%
347 49	Comm. Center Insurance & Other	12,000	10,075	(1,925)	84%
347 92	Youth Activity Funds	70,000	60,214	(9,786)	86%
	Total Charges for Services	$ 658,650	$ 527,140	($131,510)	80%
Fines and Forfeitures					
351 10	Court Fines	$ 2,500	$ 2,417	($83)	97%
351 30	Police Education	5,500	8,476	2,976	154%
354 10	Alarm Permit Violations	150,000	219,938	69,938	147%

Final Budget to Actuals for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2024/25 Approved	2024/25 Actual	Variance	%
Fines and Forfeitures contd.					
354 20	License Penalties	9,000	47	(8,953)	1%
354 30	Animal Control	7,500	10,113	2,613	135%
354 50	Property Code Violations	100,000	166,367	66,367	166%
	Total Fines & Forfeitures	$ 274,500	$ 407,357	$ 132,857	148%
Miscellaneous Revenues					
361 10	Interest on Investments	$ 15,000	$ 40,268	$ 25,268	268%
361 33	Other Interest Earnings	3,500	3,114	(386)	89%
362 13	Rent - Little Jim	29,000	31,660	2,660	109%
362 14	Rent - Old City Hall/Sunrise Center	45,000	45,000	0	100%
362 15	Misc. Rental	3,000	3,012	12	100%
362 16	Liens	75,000	30,728	(44,272)	41%
362 17	Demolition Liens	5,000	0	(5,000)	0%
362 18	Lot Clearing	50,000	75,667	25,667	151%
362 19	Interest on Assessments	100	0	(100)	0%
362 20	Emergency Repair Liens	6,000	0	(6,000)	0%
362 21	Nuisance Abatement	0	2,195	2,195	0%
364 41	Sale of Surplus Equipment	30,000	24,675	(5,325)	82%
366 90	Other Contributions/Donations	500	1,191	691	238%
367 00	Gain/Loss on Sale of Investments	0	2,062	2,062	0%
369 31	Reimbursement of Expenditures	275,000	339,190	64,190	123%
369 32	Purchasing Card Rebate	50,000	48,744	(1,256)	97%
369 34	Wellness Program	19,200	43,813	24,613	228%
	Reimbursement Contractual Services				
369 45	Stormwater	700,000	391,632	(308,368)	56%
369 46	Golf Course	33,000	33,000	0	100%
369 47	Sunrise Theatre	0	30,250	30,250	0%
369 49	Accidents	0	0	0	0%
369 50	Other Misc Revenues	25,000	143,733	118,733	575%

Final Budget to Actuals for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2024/25 Approved	2024/25 Actual	Variance	%
Miscellaneous Revenues contd.					
	Administrative Reimbursement				
369 51	Ft. Pierce Redevelopment Agcy	181,000	181,000	0	100%
369 52	Marina	46,350	46,350	0	100%
369 53	Solid Waste	82,400	82,400	0	100%
369 55	Retirement & Benefit System	227,000	227,000	0	100%
369 59	Police Department/Detail Work	190,000	157,170	(32,830)	83%
369 61	Building Department	310,000	310,000	0	100%
	Other Miscellaneous Reimbursements			0	
369 57 #	St. Lucie County	75,000	24,501	(50,499)	33%
369 60	State of Florida	575,000	594,475	19,475	103%
369 85	Settlement of Claims	75,000	106,299	31,299	142%
369 90	Other Misc. Revenues	75,000	151,182	76,182	202%
	Total Miscellaneous Revenues	$ 3,201,050	$ 3,170,310	($30,740)	99%
Interfund Transfers					
381 23	Special Revenue Fund	$ 0	$ 0	$ 0	0%
381 89	Restricted Fund	250,000	1,353,691	1,103,691	541%
381 91	FPRA	5,442,950	4,539,061	(903,889)	83%
381 94	Solid Waste	0	0	0	0%
381 95	Building	0	0	0	0%
	Total Interfund Transfers	$ 5,692,950	$ 5,892,752	$ 199,802	104%
Contribution from Enterprise Funds					
382 10	Electricity	$ 4,698,480	$ 4,570,123	($128,357)	97%
382 20	Water	1,659,798	1,661,481	1,683	100%
382 30	Gas	343,542	356,179	12,637	104%
382 40	Sewer	1,300,518	1,319,855	19,337	101%
382 41	UA Other	600	444	(156)	74%
382 50	Solid Waste Transfer	500,000	500,000	0	100%
382 60	Marina Transfer	275,000	275,000	0	100%
	Total Contribution from Enterprise	$ 8,777,938	$ 8,683,082	($94,856)	99%
	Total Revenue	$ 65,268,104	$ 66,850,527	$ 1,582,423	102%
	Appropriated Fund Balance	0	0	0	0%
	Restricted Revenue	(600,000)	(600,000)	0	100%
	Unrestricted Fund Balance	0	(2,272,411)	(2,272,411)	0%
TOTAL GENERAL FUND RESOURCES		**$ 64,668,104**	**$ 63,978,117**	**($689,987)**	**99%**

Final Budget to Actuals for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2024/25 Approved	2024/25 Actual	Variance	%
City Commission					
10 00	Personnel Services	$ 267,669	$ 254,565	($13,104)	95%
	Operating Expense	52,745	49,707	(3,039)	94%
	Capital Outlay	0	1,500	1,500	0%
		$ 320,414	$ 305,771	($14,643)	95%
City Manager					
13 00	Personnel Services	$ 996,978	$ 632,838	($364,139)	63%
	Operating Expense	53,350	34,715	(18,635)	65%
	Capital Outlay	0	2,220	2,220	0%
		$ 1,050,328	$ 669,774	($380,554)	64%
City Attorney					
14 00	Personnel Services	$ 929,207	$ 836,236	($92,971)	90%
	Operating Expense	113,440	137,227	23,787	121%
	Capital Outlay	0	0	0	0%
		$ 1,042,647	$ 973,463	($69,184)	93%
City Clerk					
16 00	Personnel Services	$ 496,254	$ 507,710	$ 11,456	102%
	Operating Expense	53,890	58,082	4,192	108%
	Capital Outlay	0	0	0	0%
		$ 550,144	$ 565,792	$ 15,648	103%

Final Budget to Actuals for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2024/25 Approved	2024/25 Actual	Variance	%
Human Resources					
22 00	Personnel Services	$ 681,316	$ 761,117	$ 79,801	112%
	Operating Expense	79,100	160,340	81,240	203%
	Capital Outlay	0	0	0	0%
		$ 760,416	$ 921,457	$ 161,041	121%
Finance					
24 00	Personnel Services	$ 1,245,501	$ 1,228,404	($17,097)	99%
	Operating Expense	65,500	44,941	(20,559)	69%
	Capital Outlay	0	0	0	0%
		$ 1,311,001	$ 1,273,345	($37,656)	97%
Information Technology					
25 00	Personnel Services	$ 1,701,373	$ 1,214,832	($486,541)	71%
	Operating Expense	1,474,875	1,186,012	(288,863)	80%
	Capital Outlay	80,000	4,997	(75,003)	6%
		$ 3,256,248	$ 2,405,841	($850,407)	74%
Purchasing					
26 00	Personnel Services	$ 371,871	$ 361,515	($10,356)	97%
	Operating Expense	26,750	23,956	(2,794)	90%
	Capital Outlay	0	0	0	0%
		$ 398,621	$ 385,472	($13,150)	97%
Community & Economic Development					
2800	Personnel Services	$ 0	$ 847,834	$ 847,834	90%
	Operating Expense	0	37,634	37,634	83%
	Capital Outlay	0	0	0	0%
		$ 0	$ 885,468	$ 885,468	0%

Final Budget to Actuals for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2024/25 Approved	2024/25 Actual	Variance	%
Planning					
29 01	Personnel Services	$ 815,941	$ 733,765	($82,176)	90%
	Operating Expense	106,900	88,405	(18,495)	83%
	Capital Outlay	0	0	0	0%
		$ 922,841	$ 822,170	($100,671)	89%
Community Response/Code Enforcement					
29 03	Personnel Services	$ 1,265,987	$ 1,058,898	($207,089)	84%
	Operating Expense	420,400	400,449	(19,951)	95%
	Capital Outlay	0	1,765	1,765	0%
		$ 1,686,387	$ 1,461,113	($225,274)	87%
Police					
Combined	Personnel Services	$ 19,340,892	$ 18,870,457	($470,435)	98%
	Operating Expense	1,943,500	2,087,213	143,713	107%
	Capital Outlay	0	168,079	168,079	0%
		$ 21,284,392	$ 21,125,749	($158,643)	99%
Public Works/Director					
40 02	Personnel Services	$ 81,265	$ 82,217	$ 951	101%
	Operating Expense	25,000	20,383	(4,617)	82%
	Capital Outlay	0	854	854	0%
		$ 106,265	$ 103,454	($2,811)	97%
Public Works/Fleet Maintenance					
40 03	Personnel Services	$ 904,736	$ 852,318	($52,419)	94%
	Operating Expense	48,200	44,186	(4,014)	92%
	Capital Outlay	0	0	0	0%
		$ 952,936	$ 896,504	($56,433)	94%
Public Works/Facilities Maintenance					
40 04	Personnel Services	$ 974,821	$ 940,407	($34,414)	96%
	Operating Expense	533,500	658,605	125,105	123%
	Capital Outlay	0	286,430	286,430	0%
		$ 1,508,321	$ 1,885,442	$ 377,121	125%

Final Budget to Actuals for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2024/25 Approved	2024/25 Actual	Variance	%
Public Works/Parks & Grounds					
40 05	Personnel Services	$ 1,923,821	$ 1,754,800	($169,021)	91%
	Operating Expense	926,500	960,762	34,262	104%
	Capital Outlay	0	164,770	164,770	0%
		$ 2,850,321	$ 2,880,332	$ 30,012	101%
Public Works/Streets & Drainage					
40 06	Personnel Services	$ 1,463,663	$ 1,446,970	($16,693)	99%
	Operating Expense	1,350,000	1,237,299	(112,701)	92%
	Capital Outlay	0	247,571	247,571	0%
		$ 2,813,663	$ 2,931,841	$ 118,178	104%
Engineering					
44 00	Personnel Services	$ 1,196,618	$ 1,064,450	($132,168)	89%
	Operating Expense	589,150	480,818	(108,332)	82%
	Capital Outlay	0	7,212	7,212	0%
		$ 1,785,768	$ 1,552,479	($233,289)	87%
Leisure Services					
45 04	Personnel Services	$ 550,468	$ 460,732	($89,736)	84%
	Operating Expense	246,850	242,087	(4,763)	98%
	Capital Outlay	0	29,196	29,196	0%
		$ 797,318	$ 732,016	($65,302)	92%

Final Budget to Actuals for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2024/25 Approved	2024/25 Actual	Variance	%
Administrative					
60 00	Personnel Services	$ 770,000	$ 672,733	($97,267)	87%
	Operating Expense	9,956,491	10,086,214	129,723	101%
	Capital Outlay	4,111,052	4,270,712	159,660	104%
	Grants and Aid	573,000	436,796	(136,205)	76%
	Non-Oper. Transfer	5,859,530	5,734,178	(125,352)	98%
		$ 21,270,073	$ 21,200,633	($69,440)	100%
All Departments					
	Personnel Services	$ 35,978,381	$ 34,582,798	($1,395,583)	1743%
	Operating Expense	18,066,141	18,039,036	(27,105)	1888%
	Capital Outlay	4,191,052	5,185,309	994,257	110%
	Grants and Aid	573,000	436,796	(136,205)	76%
	Non-Oper. Transfer	5,859,530	5,734,178	(125,352)	98%
TOTAL GENERAL FUND EXPENDITURES		**$ 64,668,104**	**$ 63,978,116**	**($689,988)**	**99%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General Fund/Division Number: 1000	City Commission

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Mayor/Commissioner	1	1
Commissioners	4	4
Total Budgeted Staffing Level	5	5

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages-Mayor	$ 40,560	$ 40,560	$ 0	100%
1010	Salaries and Wages-Commissioners	124,800	122,100	(2,700)	98%
1030	Accrued Compensation	0	0	0	0%
2010	FICA	14,716	13,093	(1,623)	89%
2020	Retirement Contributions	23,175	22,871	(304)	99%
2030	Life & Health Insurance	62,270	54,206	(8,064)	87%
2035	Dental Insurance	1,966	1,458	(508)	74%
2040	Workers' Compensation	182	276	95	152%
	Total Personnel Services	$ 267,669	$ 254,565	($13,104)	95%
Operating Expense					
4010	Car Allowance	$ 27,000	$ 26,100	($900)	97%
4030	Conferences	20,000	18,663	(1,337)	93%
4120	Freight and Postage	100	0	(100)	0%
4710	Reproduction	200	90	(110)	45%
4810	Advertising	1,695	820	(875)	48%
4990	Miscellaneous Expense	1,500	662	(838)	44%
5110	Office Supplies	500	1,132	632	226%
5150	Miscellaneous Equipment	0	185	185	0%
5250	Uniforms	750	187	(563)	25%
5410	Books, Pubs, Subscriptions & Mbrshp	1,000	1,867	867	187%
	Total Operating Expense	$ 52,745	$ 49,707	($3,039)	94%
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 1,500	$ 1,500	0%
	Total Capital Outlay	$ 0	$ 1,500	$ 1,500	0%
	TOTAL APPROPRIATIONS	**$ 320,414**	**$ 305,771**	**($14,643)**	**95%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **City Manager**
Fund/Division Number: 1300

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
City Manager	1	1
Executive Assist/City Manager	1	1
Special Projects Coordinator	1	1
CRA Administrator	1	0
Redevelopment Specialist	3	0
Redevelopment Assistant	1	0
Total Budgeted Staffing Level	8	3

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 723,110	$ 467,366	($255,744)	65%
1030	Accrued Compensation	12,000	25,606	13,606	213%
1040	Overtime	0	0	0	0%
2010	FICA Taxes	56,649	36,805	(19,844)	65%
2020	Retirement Contributions	99,015	58,511	(40,504)	59%
2030	Life & Health Insurance	100,632	41,759	(58,872)	41%
2035	Dental Insurance	4,763	1,783	(2,980)	37%
2040	Workers' Compensation	809	1,007	199	125%
	Total Personnel Services	$ 996,978	$ 632,838	($364,139)	63%
Operating Expense					
3495	Temporary Employee Services	$ 0	$ 4,350	$ 4,350	0%
4010	Car Allowance	5,400	10,360	4,960	192%
4020	Travel and Education	12,000	6,279	(5,721)	52%
4120	Freight and Postage	600	128	(472)	21%
4410	Equipment Rental	5,000	4,017	(983)	80%
4651	Vehicle Parts	350	138	(212)	40%
4660	Equipment Maintenance	500	0	(500)	0%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **City Manager**
Fund/Division Number: 1300

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4675	Software Maintenance	2,500	0	(2,500)	0%
4720	Outside Printing	3,000	675	(2,325)	23%
4810	Advertising	4,000	1,197	(2,803)	30%
4990	Miscellaneous Expense	6,000	1,396	(4,604)	23%
5110	Office Supplies	5,500	2,754	(2,746)	50%
5120	EDP Supplies	0	32	32	0%
5210	Gas & Oil	1,200	226	(974)	19%
5250	Uniforms	800	166	(634)	21%
5410	Books, Pubs, Subscriptions & Mbrshp	6,500	2,997	(3,503)	46%
	Total Operating Expense	$ 53,350	$ 34,715	($18,635)	65%
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	0%
6420	Furniture & Furnishings	0	2,220	2,220	0%
	Total Capital Outlay	$ 0	$ 2,220	$ 2,220	0%
	TOTAL APPROPRIATIONS	**$ 1,050,328**	**$ 669,774**	**($380,554)**	**64%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General Fund/Division Number: 1400	City Attorney

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
City Attorney	1	1
Asst. City Attorney	2	2
Legal Assistant/Paralegal	1	1
Risk Manager	1	1
Risk Management Admin. Specialist	1	1
Total Budgeted Staffing Level	6	6

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 674,174	$ 609,645	($64,528)	90%
1030	Accrued Compensation	3,000	3,049	49	102%
1040	Overtime	0	460	460	0%
2010	FICA Taxes	52,217	45,302	(6,915)	87%
2020	Retirement Contributions	125,751	113,297	(12,454)	90%
2026	Retirement Contributions/ICMA	9,712	9,714	1	100%
2030	Life & Health Insurance	61,191	51,209	(9,981)	84%
2035	Dental Insurance	2,512	2,589	77	103%
2040	Workers' Compensation	651	972	321	149%
	Total Personnel Services	$ 929,207	$ 836,236	($92,971)	90%
Operating Expense					
3100	Professional Services	$ 0	$ 0	$ 0	0%
3136	Outside Attorney/Consultants	50,000	86,734	36,734	173%
3490	Contractual Fees	0	0	0	0%
3495	Temporary Employee Services	0	0	0	0%
4010	Car Allowance	5,400	5,400	0	100%
4020	Travel & Education	5,000	2,081	(2,919)	42%
4030	Conferences	5,000	6,114	1,114	122%
4120	Freight and Postage	100	67	(33)	67%
4410	Equipment Rental	0	2,730	2,730	0%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **City Attorney**
Fund/Division Number: 1400

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4710	Reproduction	2,500	0	(2,500)	0%
4720	Outside Printing	100	0	(100)	0%
4810	Advertising	0	591	591	0%
4947	Wellness	32,840	21,954	(10,886)	67%
4990	Miscellaneous Expense	1,000	161	(839)	16%
5110	Office Supplies	2,500	989	(1,511)	40%
5120	EDP Supplies	0	237	237	0%
5150	Miscellaneous Equipment	0	0	0	0%
5410	Books,Pubs,Subscriptions & Mbrshp	9,000	10,166	1,166	113%
	Total Operating Expense	$ 113,440	$ 137,227	$ 23,787	121%
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,042,647**	**$ 973,463**	**($69,184)**	**93%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General Fund/Division Number: 1600	City Clerk

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
City Clerk	1	1
Deputy City Clerk/Permit Specialist	3	3
Records Management Coordinator	1	1
Total Budgeted Staffing Level	5	5

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 342,844	$ 352,353	$ 9,508	103%
1030	Accrued Compensation	2,000	3,274	1,274	164%
1040	Overtime	0	510	510	0%
2010	FICA Taxes	26,794	26,876	83	100%
2020	Retirement Contributions	64,038	66,952	2,915	105%
2030	Life & Health Insurance	57,172	54,399	(2,773)	95%
2035	Dental Insurance	3,027	2,772	(255)	92%
2040	Workers' Compensation	379	573	193	151%
	Total Personnel Services	$ 496,254	$ 507,710	$ 11,456	102%
Operating Expense					
3480	Election Fees	$ 500	$ 1,098	$ 598	220%
3490	Contractual Fees	4,750	1,508	(3,242)	32%
3495	Temporary Employee Svcs.	0	30,271	30,271	0%
4010	Car Allowance	5,400	5,400	0	100%
4020	Travel and Education	12,000	12,729	729	106%
4110	Communications	4,620	0	(4,620)	0%
4120	Freight and Postage	3,000	225	(2,775)	8%
4410	Equipment Rental	3,590	2,962	(628)	83%
4660	Equipment Maintenance	0	0	0	0%
4675	Software Maintenance	0	0	0	0%
4710	Reproduction	500	0	(500)	0%
4720	Outside Printing	400	0	(400)	0%
4810	Advertising	1,350	243	(1,107)	18%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **City Clerk**
Fund/Division Number: 1600

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4960	Administrative Charges	15,000	240	(14,760)	2%
4990	Miscellaneous Expenses	0	0	0	0%
5110	Office Supplies	1,400	1,214	(186)	87%
5120	EDP Supplies	500	0	(500)	0%
5150	Misc. Equipment Expense	0	0	0	0%
5410	Books,Pubs,Subscriptions & Mbrshp	880	2,191	1,311	249%
	Total Operating Expense	$ 53,890	$ 58,082	$ 4,192	108%
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	0%
	Total Capital Outlay	$ 0	$ 0	$ 0	0%
	TOTAL APPROPRIATIONS	**$ 550,144**	**$ 565,792**	**$ 15,648**	**103%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Human Resources**
Fund/Division Number: 2200

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Human Resources Manager	1	1
Human Resources Coordinator	1	1
Human Resources Employee Relations Specialist	1	1
Human Resources information System Specialist	1	1
Human Resources Specialist	1	1
Human Resources Assistant	1	1
Human Resources Generalist	0	0
Human Resources Technician	0	0
Switchboard Operator	0	0
Total Budgeted Staffing Level	6	6

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 476,123	$ 548,380	$ 72,257	115%
1030	Accrued Compensation	7,500	5,566	(1,934)	74%
1040	Overtime	0	1,483	1,483	0%
2010	FICA Taxes	36,997	41,536	4,539	112%
2020	Retirement Contributions	89,809	103,101	13,292	115%
2030	Life & Health Insurance	67,370	57,775	(9,595)	86%
2035	Dental Insurance	2,985	2,479	(506)	83%
2040	Workers' Compensation	532	796	264	150%
	Total Personnel Services	$ 681,316	$ 761,117	$ 79,801	112%
Operating Expense					
3120	Legal Fees	$ 12,500	$ 5,710	($6,790)	46%
3180	Medical Services	25,000	25,253	253	101%
3190	Consultant Fees	6,000	8,500	2,500	142%
3490	Misc. Contractual Fees	5,500	0	(5,500)	0%
3495	Temporary Employee Svcs.	0	83,577	83,577	0%
4010	Car Allowance	0	0	0	0%
4020	Travel and Education	10,000	3,364	(6,636)	34%
4110	Communications	0	0	0	0%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Human Resources**
Fund/Division Number: 2200

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4120	Freight and Postage	500	66	(434)	13%
4410	Equipment Rental	4,000	4,064	64	102%
4650	Vehicle Maintenance	0	0	0	0%
4651	Vehicle Parts	0	0	0	0%
4720	Outside Printing	100	0	(100)	0%
4810	Advertising	500	9,271	8,771	1854%
4850	Service Awards	5,000	6,614	1,614	132%
4990	Miscellaneous Expenses	2,000	1,021	(979)	51%
5110	Office Supplies	3,000	9,574	6,574	319%
5120	EDP Supplies	500	1,002	502	200%
5150	Misc. Equipment Expense	500	202	(298)	40%
5210	Gas & Oil	0	734	734	0%
5410	Books,Pubs,Subscriptions & Mbrshp	4,000	1,386	(2,614)	35%
	Total Operating Expense	$ 79,100	$ 160,340	$ 81,240	203%
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	0%
6420	Furniture & Furnishings	0	0	0	0%
	Total Capital Outlay	$ 0	$ 0	$ 0	0%
	TOTAL APPROPRIATIONS	**$ 760,416**	**$ 921,457**	**$ 161,041**	**121%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Finance**
Fund/Division Number: 2400

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Director of Finance	1	1
Chief Accountant	1	1
Accountant	1	1
Senior Accounting Analyst II	4	4
Payroll & Benefits Coordinator	1	1
Pension Analyst	1	1
Executive Assistant	1	1
Budget Analyst	1	1
Total Budgeted Staffing Level	11	11

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 892,189	$ 900,181	$ 7,992	101%
1030	Accrued Compensation	13,000	7,105	(5,895)	55%
1040	Overtime	6,000	797	(5,203)	13%
2010	FICA Taxes	70,119	67,729	(2,391)	97%
2020	Retirement Contributions	117,569	116,938	(631)	99%
2030	Life & Health Insurance	138,911	127,645	(11,266)	92%
2035	Dental Insurance	6,710	6,526	(184)	97%
2040	Workers' Compensation	1,002	1,483	481	148%
	Total Personnel Services	$ 1,245,501	$ 1,228,404	($17,097)	99%
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	0%
3495	Temporary Employee Svcs.	0	0	0	0%
4010	Car Allowance	5,400	5,400	0	100%
4020	Travel and Education	15,000	18,445	3,445	123%
4110	Communications	0	0	0	0%
4120	Freight and Postage	3,000	2,682	(318)	89%
4660	Equipment Maintenance	3,000	0	(3,000)	0%
4675	Software Maintenance	0	0	0	0%
4720	Outside Printing	1,500	0	(1,500)	0%
4810	Advertising	3,100	2,589	(511)	84%
4960	Administrative Charges	15,000	2,495	(12,505)	17%
4990	Miscellaneous Expenses	5,000	4,294	(706)	86%

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Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Finance**
Fund/Division Number: 2400

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense, contd.					
5110	Office Supplies	5,000	5,229	229	105%
5120	EDP Supplies	5,000	2,114	(2,886)	42%
5410	Books,Pubs,Subscriptions & Mbrshp	4,500	1,694	(2,806)	38%
	Total Operating Expense	$ 65,500	$ 44,941	($20,559)	69%
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	0%
6420	Furniture & Furnishings	0	0	0	0%
	Total Capital Outlay	$ 0	$ 0	$ 0	0%
	TOTAL APPROPRIATIONS	**$ 1,311,001**	**$ 1,273,345**	**($37,656)**	**97%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	Information Technology
Fund/Division Number: 2500	

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Deputy City Manager/Dir. of Admin. Services	1	1
Executive Assistant	1	1
GIS Division Manager	1	1
GIS Analyst II	1	1
IT Communications & Marketing Div. Manager	1	1
IT Media Specialist	1	1
IT Support Division Manager	1	1
Systems Analyst II	2	2
Systems Analyst I	2	2
ERP Business Systems Administrator	1	1
ERP Business Systems Analyst	1	1
Network Administrator	0	0
IT Communications Specialist	0	0
Administrative Assistant	0	0
IT Director	0	0
GIS Analyst I	0	0
Total Budgeted Staffing Level	13	13

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 1,180,154	$ 809,231	($370,923)	69%
1030	Accrued Compensation	10,000	9,575	(425)	96%
1040	Overtime	15,000	46,605	31,605	311%
2010	FICA Taxes	92,607	64,200	(28,408)	69%
2020	Retirement Contributions	223,797	160,225	(63,572)	72%
2030	Life & Health Insurance	170,668	117,024	(53,644)	69%
2035	Dental Insurance	7,821	5,998	(1,823)	77%
2040	Workers' Compensation	1,326	1,975	649	149%
	Total Personnel Services	$ 1,701,373	$ 1,214,832	($486,541)	71%
Operating Expense					
3190	Consultant Fees	$ 224,000	$ 52,686	($171,314)	24%
3490	Misc. Contractual Fees	1,000	2,008	1,008	201%
3495	Temporary Employee Services	0	134,823	134,823	0%
4010	Car Allowance	5,400	0	(5,400)	0%
4020	Travel and Education	25,000	7,477	(17,523)	30%
4110	Communications	300,000	316,592	16,592	106%
4120	Freight and Postage	500	203	(297)	41%
4410	Equipment Rental	20,000	1,403	(18,597)	7%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	Information Technology
Fund/Division Number: 2500	

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4651	Vehicle Parts	0	4,268	4,268	0%
4660	Equipment Maintenance	500	0	(500)	0%
4670	Computer Maintenance	30,000	11,077	(18,923)	37%
4675	Software Maintenance	840,000	628,437	(211,563)	75%
4710	Reproduction	0	0	0	0%
4720	Outside Printing	0	0	0	0%
4810	Advertising	15,000	9,554	(5,446)	64%
4990	Miscellaneous Expenses	1,500	2,587	1,087	172%
5110	Office Supplies	1,200	2,237	1,037	186%
5120	EDP Supplies	9,950	10,396	446	104%
5150	Miscellaneous Equipment	0	1,122	1,122	0%
5210	Gas & Oil	325	126	(199)	39%
5410	Books,Pubs,Subscriptions & Mbrshp	500	1,016	516	203%
	Total Operating Expense	$ 1,474,875	$ 1,186,012	($288,863)	80%
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 4,997	$ 4,997	0%
6420	Furniture & Furnishings	0	0	0	0%
6490	SBITA	80,000	0	(80,000)	0%
	Total Capital Outlay	$ 80,000	$ 4,997	($75,003)	6%
	TOTAL APPROPRIATIONS	**$ 3,256,248**	**$ 2,405,841**	**($850,407)**	**74%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Purchasing**
Fund/Division Number: 2600

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Purchasing Manager	1	1
Purchasing Agent	2	2
Purchasing Specialist	1	1
Total Budgeted Staffing Level	4	4

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 265,075	$ 260,492	($4,583)	98%
1030	Accrued Compensation	4,000	2,487	(1,513)	62%
1040	Overtime	0	764	764	0%
2010	FICA Taxes	20,584	19,964	(620)	97%
2020	Retirement Contributions	49,967	48,932	(1,035)	98%
2030	Life & Health Insurance	30,693	27,302	(3,391)	89%
2035	Dental Insurance	1,256	1,128	(127)	90%
2040	Workers' Compensation	296	445	149	150%
	Total Personnel Services	$ 371,871	$ 361,515	($10,356)	97%
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	0%
3495	Temporary Employee Services	0	3,248	3,248	0%
4020	Travel and Education	7,000	5,885	(1,115)	84%
4110	Communications	0	0	0	0%
4120	Freight and Postage	1,500	65	(1,435)	4%
4410	Equipment Rental	5,000	5,217	217	104%
4651	Vehicle Parts	100	0	(100)	0%
4660	Equipment Maintenance	0	0	0	0%
4675	Software Maintenance	0	0	0	0%
4810	Advertising	6,000	4,561	(1,439)	76%
4990	Miscellaneous Expenses	1,500	325	(1,175)	22%
5110	Office Supplies	3,000	3,024	24	101%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Purchasing**
Fund/Division Number: 2600

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense, contd.					
5120	EDP Supplies	150	0	(150)	0%
5150	Miscellaneous Equipment Expense	0	0	0	0%
5210	Gas & Oil	500	48	(452)	10%
5410	Books,Pubs,Subscriptions & Mbrshp	2,000	1,584	(416)	79%
	Total Operating Expense	$26,750	$23,956	($2,794)	90%
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	0%
	Total Capital Outlay	$ 0	$ 0	$ 0	0%
	TOTAL APPROPRIATIONS	**$ 398,621**	**$ 385,472**	**($13,150)**	**97%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Community & Economic Development**
Fund/Division Number: 2800

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
CRA Administrator	0	1
Redevelopment Specialist	0	3
Redevelopment Assistant	0	1
Grants Administration Manager	0	1
Grant Writer	0	1
Community Resource Specialist	0	1
Reporting & Grants Specialist	0	1
Administrative Assistant	0	1
Total Budgeted Staffing Level	0	10

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 0	$ 609,203	$ 609,203	0%
1030	Accrued Compensation	0	4,343	4,343	0%
1040	Overtime	0	0	0	0%
2010	FICA Taxes	0	44,859	44,859	0%
2020	Retirement Contributions	0	113,639	113,639	0%
2030	Life & Health Insurance	0	70,981	70,981	0%
2035	Dental Insurance	0	4,022	4,022	0%
2040	Workers' Compensation	0	787	787	0%
	Total Personnel Services	$ 0	$ 847,834	$ 847,834	0%
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	0%
3495	Temporary Employee Services	0	30,998	30,998	0%
4020	Travel and Education	0	3,600	3,600	0%
4110	Communications	0	0	0	0%
4120	Freight and Postage	0	0	0	0%
4410	Equipment Rental	0	0	0	0%
4651	Vehicle Parts	0	637	637	0%
4660	Equipment Maintenance	0	0	0	0%
4675	Software Maintenance	0	0	0	0%
4810	Advertising	0	0	0	0%
4990	Miscellaneous Expenses	0	678	678	0%
5110	Office Supplies	0	1,369	1,369	0%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General Fund/Division Number: 2800		Community & Economic Development			
		2024/25 Approved	**2024/25 Actual**	**Variance**	**%**
Operating Expense, contd.					
5120	EDP Supplies	0	0	0	0%
5150	Miscellaneous Equipment Expense	0	0	0	0%
5210	Gas & Oil	0	31	31	0%
5410	Books,Pubs,Subscriptions & Mbrshp	0	320	320	0%
	Total Operating Expense	$0	$37,634	$37,634	0%
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	0%
	Total Capital Outlay	$ 0	$ 0	$ 0	0%
	TOTAL APPROPRIATIONS	**$ 0**	**$ 885,468**	**$ 885,468**	**0%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	Planning
Fund/Division Number: 2901	

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Planning Director	1	1
Assistant Planning Director	1	1
Senior Planner	1	1
Planner	1	1
Historic Preservation Officer	1	1
Planning & Development Organizer	1	1
Growth Management Coordinator	1	1
Executive Assistant	0	0
Planning Systems Analyst	0	0
Administrative Assistant	0	0
Total Budgeted Staffing Level	7	7

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 569,973	$ 480,840	($89,133)	84%
1030	Accrued Compensation	6,000	26,318	20,318	439%
1040	Overtime	0	19,816	19,816	0%
2010	FICA Taxes	44,475	39,248	(5,227)	88%
2020	Retirement Contributions	106,958	93,543	(13,416)	87%
2030	Life & Health Insurance	84,262	70,110	(14,151)	83%
2035	Dental Insurance	3,640	2,935	(705)	81%
2040	Workers' Compensation	634	955	322	151%
	Total Personnel Services	$ 815,941	$ 733,765	($82,176)	90%
Operating Expense					
3140	Contractual Planning	$ 40,000	$ 46,000	$ 6,000	115%
3490	Contractual Fees	1,000	0	(1,000)	0%
3495	Temp Employee Svc	0	0	0	0%
4010	Car Allowance	5,400	5,400	0	100%
4020	Travel and Education	6,000	4,751	(1,249)	79%
4110	Communications	0	0	0	0%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Planning**
Fund/Division Number: 2901

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4120	Freight and Postage	3,000	885	(2,115)	29%
4410	Equipment Rental	7,500	3,672	(3,828)	49%
4651	Vehicle Parts	500	150	(350)	30%
4675	Software Maintenance	0	0	0	0%
4710	Reproduction	0	0	0	0%
4720	Outside Printing	1,000	804	(196)	80%
4810	Advertising	30,000	22,394	(7,606)	75%
4990	Miscellaneous Expenses	1,000	1,141	141	114%
5110	Office Supplies	4,000	2,242	(1,759)	56%
5120	EDP Supplies	500	0	(500)	0%
5150	Miscellaneous Equipment	0	0	0	0%
5210	Gas and Oil	500	0	(500)	0%
5232	Other Supplies	500	0	(500)	0%
5410	Books,Pubs,Subscriptions & Mbrshp	6,000	968	(5,032)	16%
	Total Operating Expense	$ 106,900	$ 88,405	($18,495)	83%
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	0%
	Total Capital Outlay	$ 0	$ 0	$ 0	0%
	TOTAL APPROPRIATIONS	**$ 922,841**	**$ 822,170**	**($100,671)**	**89%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Code Enforcement**
Fund/Division Number: 2903

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Director of Community Response	1	1
Code Compliance Supervisor	1	1
Senior Code Enforcement Officer	1	1
Code Enforcement Officer (FT)	3	3
Executive Assistant	1	1
Administrative Assistant II	1	1
Administrative Assistant I	1	1
Animal Control Officer	5	5
Code Enforcement/Parking Specialist (PT)	1	1
Animal Shelter Administrator	0	0
Total Budgeted Staffing Level	15	15

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 841,931	$ 640,342	($201,588)	76%
1030	Accrued Compensation	7,000	66,652	59,652	952%
1040	Overtime	10,000	30,140	20,140	301%
2010	FICA Taxes	66,121	55,417	(10,705)	84%
2020	Retirement Contributions	159,503	128,936	(30,568)	81%
2030	Life & Health Insurance	160,010	110,553	(49,457)	69%
2035	Dental Insurance	6,862	5,017	(1,846)	73%
2040	Workers' Compensation	14,559	21,842	7,282	150%
	Total Personnel Services	$ 1,265,987	$ 1,058,898	($207,089)	84%
Operating Expense					
3440	Demolition	$ 2,500	$ 20	($2,480)	1%
3449	Nuisance Abatement	25,000	6,147	(18,853)	25%
3450	Lot Clearing	0	0	0	0%
3490	Contractual Fees	7,000	33,944	26,944	485%
3491	Humane Society	0	0	0	0%
3492	Spay/Neuter Vouchers	0	0	0	0%
3495	Temp Employee Svc	0	122,184	122,184	0%
4010	Car Allowance	5,400	5,400	0	100%
4020	Travel and Education	8,000	10,722	2,722	134%
4110	Communications	0	0	0	0%
4120	Freight and Postage	15,000	15,385	385	103%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Code Enforcement**
Fund/Division Number: 2903

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4410	Equipment Rental	5,000	4,542	(458)	91%
4650	Vehicle Maintenance	500	274	(226)	55%
4651	Vehicle Parts	5,000	3,263	(1,737)	65%
4660	Equipment Maintenance	0	0	0	0%
4675	Software Maintenance	0	0	0	0%
4680	Radio Maintenance	0	0	0	0%
4710	Reproduction	0	0	0	0%
4720	Outside Printing	2,000	2,393	393	120%
4810	Advertising	500	336	(164)	67%
4960	Administrative Fees	60,000	82,896	22,896	138%
4990	Miscellaneous Expenses	2,000	1,201	(799)	60%
5110	Office Supplies	5,000	2,171	(2,829)	43%
5120	EDP Supplies	0	122	122	0%
5150	Miscellaneous Equipment	0	373	373	0%
5210	Gas and Oil	20,000	16,408	(3,592)	82%
5221	Animal Control Supplies	1,000	886	(114)	89%
5231	Safety Supplies	500	0	(500)	0%
5232	Other Supplies	2,000	808	(1,192)	40%
5250	Uniforms	2,500	1,840	(660)	74%
5253	Clean & Safe Initiative	250,000	87,463	(162,538)	35%
5410	Books,Pubs,Subscriptions & Mbrshp	1,500	1,671	171	111%
	Total Operating Expense	$ 420,400	$ 400,449	($19,951)	95%
Capital Outlay					
6410	Equipment & Machinery	$ 0	$ 1,765	$ 1,765	0%
6420	Furniture & Furnishings	0	0	0	0%
	Total Capital Outlay	$ 0	$ 1,765	$ 1,765	0%
	TOTAL APPROPRIATIONS	**$ 1,686,387**	**$ 1,461,113**	**($225,274)**	**87%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	Police
Fund/Division Number: 3000	

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Chief of Police	1	1
Deputy Chief of Police	2	2
Police Major	2	2
Captain	2	2
Lieutenant	7	7
Sergeant	18	18
Police Officer	103	103
Public Information Officer	1	1
Comm. Service Officers	5	5
Crime Scene Investigator	3	3
Crime Analyst	3	3
Evidence Technician	1	1
Accreditation Specialist	1	1
Executive Assistant	1	1
Administrative Assistant	3	3
Police Payroll Specialist	1	1
Grant Writer	1	1
Records Specialists	4	4
Records Supervisor	1	1
School Crossing Guard (p/t)	8	8
Senior Accounting Clerk	3	3
Information System Administrator	1	1
Information Systems Analyst II	1	1
Information Systems Analyst I	1	1
Digital Evidence Specialist II	1	1
Digital Evidence Specialist I	1	1
Total Budgeted Staffing Level	176	176

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Police**
Fund/Division Number: 3000

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 12,787,242	$ 11,231,071	($1,556,171)	88%
1020	Incentive Pay	80,000	272,257	192,257	340%
1022	House Allowance	0	38,750	38,750	0%
1030	Accrued Compensation	60,000	466,353	406,353	777%
1040	Overtime	400,000	909,587	509,587	227%
1050	Holiday Overtime	200,000	477,090	277,090	239%
2010	FICA Taxes	1,034,834	996,818	(38,016)	96%
2020	Retirement/General	396,060	341,762	(54,298)	86%
2025	Retirement/Police Officers	1,829,169	1,752,531	(76,639)	96%
2026	Retirement/ICMA	22,500	25,257	2,757	112%
2030	Life & Health Insurance	2,118,732	1,805,163	(313,570)	85%
2035	Dental Insurance	93,971	81,996	(11,975)	87%
2040	Workers' Compensation	318,383	471,820	153,438	148%
	Total Personnel Services	$ 19,340,892	$ 18,870,457	($470,435)	98%
Operating Expense					
3130	Professional Services	$ 30,000	$ 27,059	($2,941)	90%
3180	Medical Services	5,500	0	(5,500)	0%
3190	Consultant Fees	10,000	3,472	(6,528)	35%
3490	Misc. Contractual Fees	0	336	336	0%
3510	Crime Lab	225,000	238,281	13,281	106%
3530	Investigative Supplies	30,000	31,085	1,085	104%
4020	Travel & Education	0	1,210	1,210	0%
4110	Communications	250,000	267,452	17,452	107%
4120	Freight & Postage	5,500	4,531	(969)	82%
4310	Utilities	110,000	104,547	(5,453)	95%
4410	Equipment Rental	25,000	33,991	8,991	136%
4420	Vehicle Rental & Towing	17,000	7,148	(9,852)	42%
4430	Equipment Lease	10,000	0	(10,000)	0%
4610	Building Maintenance	10,000	12,335	2,335	123%
4650	Vehicle Maintenance	40,000	44,602	4,602	112%
4651	Vehicle Parts	60,000	86,767	26,767	145%
4652	Tires, Tubes & Batteries	30,000	58,779	28,779	196%
4660	Equipment Maintenance	22,000	11,598	(10,402)	53%
4670	Computer Maintenance	10,000	14,728	4,728	147%
4675	Software Maintenance	175,000	177,113	2,113	101%
4680	Radio Maintenance	20,000	2,145	(17,855)	11%
4710	Reproduction	0	0	0	0%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Police**
Fund/Division Number: 3000

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4720	Outside Printing	10,000	14,329	4,329	143%
4810	Advertising	0	0	0	0%
4820	Crime Prevention	8,000	4,831	(3,169)	60%
4830	Public Relations	25,000	28,386	3,386	114%
4930	Citizen Volunteer Program	2,500	0	(2,500)	0%
4980	Contingency	10,000	20,000	10,000	200%
4990	Miscellaneous Expenses	5,000	5,412	412	108%
5110	Office Supplies	15,000	14,288	(712)	95%
5120	EDP Supplies	11,000	6,266	(4,734)	57%
5150	Misc. Equipment Exp.	5,000	44,910	39,910	898%
5210	Gas and Oil	450,000	378,155	(71,845)	84%
5220	K-9 Operations	25,000	31,960	6,960	128%
5230	Cleaning Supplies	1,500	35	(1,465)	2%
5232	Other Supplies	3,000	2,946	(54)	98%
5250	Uniforms	150,000	163,268	13,268	109%
5251	Military Supplies	82,500	179,215	96,715	217%
5410	Books,Pubs,Subscriptions & Mbrshp	8,000	9,012	1,012	113%
5420	Educ Reimbursement	7,000	5,379	(1,621)	77%
5430	Law Enforcement Educ	40,000	51,642	11,642	129%
	Total Operating Expense	$ 1,943,500	$ 2,087,213	$ 143,713	107%
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	0%
6320	Improvements Other Than Bldg.	0	0	0	0%
6410	Office Equip & Machinery	0	168,079	168,079	0%
6420	Furniture & Furnishings	0	0	0	0%
6440	Vehicles	0	0	0	0%
6450	Radios	0	0	0	0%
	Total Capital Outlay	$ 0	$ 168,079	$ 168,079	0%
	TOTAL APPROPRIATIONS	**$ 21,284,392**	**$ 21,125,749**	**($158,643)**	**99%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	Public Works
Fund/Division Number: 4002	Director's Office

		2024/25 Approved	2024/25 Actual
Budgeted Staffing Level			
	Executive Assistant	1	1
	Total Budgeted Staffing Level	1	1

		2024/25 Proposed	2024/25 Proposed	2024/25 Proposed	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 54,622	$ 55,510	$ 888	102%
1030	Accrued Compensation	1,300	1,261	(40)	97%
1040	Overtime	0	492	492	0%
2010	FICA Taxes	4,278	4,360	82	102%
2020	Retirement Contributions	10,385	10,651	266	103%
2030	Life & Health Insurance	10,198	9,849	(350)	97%
2035	Dental Insurance	421	0	(421)	0%
2040	Workers' Compensation	62	94	33	154%
	Total Personnel Services	$ 81,265	$ 82,217	$ 951	101%
Operating Expense					
3490	Contractual Fees	$ 2,500	$ 0	($2,500)	0%
3495	Temporary Employee Services	0	0	0	0%
4010	Car Allowance	0	0	0	0%
4020	Travel and Education	5,500	4,857	(643)	88%
4110	Communications	0	1,640	1,640	0%
4120	Freight and Postage	100	1	(99)	1%
4410	Equipment Rental	5,000	4,757	(243)	95%
4651	Vehicle Parts	0	0	0	0%
4670	Computer Maintenance	0	0	0	0%
4675	Software Maintenance	0	0	0	0%
4810	Advertising	2,200	2,183	(17)	99%
4990	Miscellaneous Expenses	500	496	(4)	99%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General		Public Works			
Fund/Division Number: 4002		Director's Office			
		2024/25 Approved	**2024/25 Actual**	**Variance**	**%**
Operating Expense contd.					
5110	Office Supplies	4,000	3,025	(975)	76%
5120	EDP Supplies	1,000	36	(964)	4%
5150	Miscellaneous Equipment	0	95	95	0%
5210	Gas and Oil	2,200	632	(1,568)	29%
5231	Safety Supplies	1,000	683	(317)	68%
5232	Other Supplies	500	1,432	932	286%
5410	Books,Pubs,Subscriptions & Mbrshp	500	545	45	109%
	Total Operating Expense	$25,000	$20,383	($4,617)	82%
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 854	$ 854	0%
6430	Heavy Equipment	0	0	0	0%
	Total Capital Outlay	$ 0	$ 854	$ 854	0%
	TOTAL APPROPRIATIONS	**$ 106,265**	**$ 103,454**	**($2,811)**	**97%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	Public Works
Fund/Division Number: 4003	Fleet Management

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Fleet Manager	1	1
Garage Foreman	1	1
Auto Mechanic	4	4
Diesel Mechanic	1	1
Master Mechanic	2	2
Senior Storekeeper	1	1
Total Budgeted Staffing Level	10	10

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 613,385	$ 540,790	($72,595)	88%
1030	Accrued Compensation	5,000	12,308	7,308	246%
1040	Overtime	7,000	29,669	22,669	424%
2010	FICA Taxes	47,842	43,440	(4,402)	91%
2020	Retirement Contributions	91,077	97,109	6,032	107%
2030	Life & Health Insurance	123,130	107,811	(15,319)	88%
2035	Dental Insurance	6,296	4,597	(1,699)	73%
2040	Workers' Compensation	11,007	16,595	5,588	151%
	Total Personnel Services	$ 904,736	$ 852,318	($52,419)	94%
Operating Expense					
3490	Contractual Fees	$ 5,000	$ 3,371	($1,629)	67%
3495	Temporary Employee Services	0	0	0	0%
4020	Travel and Education	3,500	798	(2,702)	23%
4410	Equipment Rental	3,000	2,005	(995)	67%
4651	Vehicle Parts	4,700	8,722	4,022	186%
4652	Tires, Tubes & Batteries	0	1,636	1,636	0%
4660	Equipment Maintenance	1,500	851	(649)	57%
4670	Computer Maintenance	0	0	0	0%
4675	Software Maintenance	0	0	0	0%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General		Public Works			
Fund/Division Number: 4003		Fleet Management			
		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4990	Miscellaneous Expenses	1,000	690	(310)	69%
5120	EDP Supplies	250	416	166	166%
5150	Miscellaneous Equipment Expense	0	246	246	0%
5210	Gas and Oil	13,000	5,318	(7,682)	41%
5230	Cleaning Supplies	750	1,126	376	150%
5231	Safety Supplies	1,000	987	(13)	99%
5232	Other Supplies	5,000	5,999	999	120%
5250	Uniforms	7,000	9,890	2,890	141%
5260	Expendable Tools	2,000	1,640	(360)	82%
5410	Books,Pubs,Subscriptions & Mbrshp	500	490	(10)	98%
	Total Operating Expense	$ 48,200	$ 44,186	($4,014)	92%
Capital Outlay					
6410	Office Equipment & Mach	$ 0	$ 0	$ 0	0%
6420	Furniture & Furnishings	0	0	0	0%
	Total Capital Outlay	$ 0	$ 0	$ 0	0%
	TOTAL APPROPRIATIONS	**$ 952,936**	**$ 896,504**	**($56,433)**	**94%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	Public Works
Fund/Division Number: 4004	Facilities Maintenance

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Supervisor	1	1
Foreman II	1	1
Facilities Maint Technician Asst.	3	3
Electrician	1	1
Facilities Maint Technician	3	3
Maint Repair Worker	3	3
Total Budgeted Staffing Level	12	12

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 624,334	$ 587,385	($36,950)	94%
1030	Accrued Compensation	4,000	5,196	1,196	130%
1040	Overtime	7,000	29,833	22,833	426%
2010	FICA Taxes	48,603	45,714	(2,890)	94%
2020	Retirement Contributions	117,982	114,324	(3,658)	97%
2030	Life & Health Insurance	148,533	125,602	(22,931)	85%
2035	Dental Insurance	6,657	5,781	(876)	87%
2040	Workers' Compensation	17,712	26,573	8,861	150%
	Total Personnel Services	$ 974,821	$ 940,407	($34,414)	96%
Operating Expense					
3490	Contractual Fees	$ 250,000	$ 250,898	$ 898	100%
3495	Temporary Employee Services	0	61,904	61,904	0%
4020	Travel & Education	0	244	244	0%
4410	Equipment Rental	2,000	2,791	791	140%
4610	Building Maintenance	25,000	24,422	(578)	98%
4620	Building Repair Supplies	150,000	216,710	66,710	144%
4630	Air Condition Maintenance	15,000	6,596	(8,404)	44%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	Public Works
Fund/Division Number: 4004	Facilities Maintenance

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4650	Vehicle Maintenance	0	0	0	0%
4651	Vehicle Parts	5,000	8,007	3,007	160%
4652	Tires, Tubes & Batteries	0	0	0	0%
4990	Miscellaneous Expenses	0	0	0	0%
5110	Office Supplies	0	0	0	0%
5150	Misc Equipment Expense	0	0	0	0%
5210	Gas and Oil	25,000	18,584	(6,416)	74%
5230	Cleaning Supplies	40,000	49,947	9,947	125%
5231	Safety Supplies	1,500	1,692	192	113%
5232	Other Supplies	5,000	5,283	283	106%
5250	Uniforms	2,000	3,823	1,823	191%
5260	Expendable Tools	3,000	1,269	(1,731)	42%
5310	Paint and Sign Supplies	10,000	6,434	(3,566)	64%
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	0%
	Total Operating Expense	$ 533,500	$ 658,605	$ 125,105	123%
Capital Outlay					
6320	Other Improvements	$ 0	$ 0	$ 0	0%
6445	Other Equipment	0	286,430	286,430	0%
	Total Capital Outlay	$ 0	$ 286,430	$ 286,430	0%
	TOTAL APPROPRIATIONS	**$ 1,508,321**	**$ 1,885,442**	**$ 377,121**	**125%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	**Public Works**
Fund/Division Number: 4005	**Parks & Grounds**

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Supervisor	1	1
Foreman II	1	1
Foreman I	5	5
Equipment Operator III	2	2
Equipment Operator II	2	2
Maintenance Worker	5	5
Chief Tree Trimmer	1	1
Ground Maintenance Specialist	6	6
Chief Irrigation Specialist	1	1
Irrigation Specialist	1	1
Total Budgeted Staffing Level	25	25

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 1,257,374	$ 1,094,506	($162,867)	87%
1030	Accrued Compensation	6,000	42,253	36,253	704%
1040	Overtime	30,000	50,995	20,995	170%
2010	FICA Taxes	98,943	88,370	(10,573)	89%
2020	Retirement Contributions	205,398	180,272	(25,125)	88%
2030	Life & Health Insurance	276,141	234,104	(42,037)	85%
2035	Dental Insurance	14,915	12,480	(2,435)	84%
2040	Workers' Compensation	35,050	51,820	16,770	148%
	Total Personnel Services	$ 1,923,821	$ 1,754,800	($169,021)	91%
Operating Expense					
3490	Contractual Fees	$ 175,000	$ 139,802	($35,198)	80%
3495	Temporary Employee Services	60,000	227,829	167,829	380%
4020	Travel and Education	3,000	1,669	(1,331)	56%
4310	Utilities	400,000	390,240	(9,760)	98%
4410	Equipment Rental	3,500	4,674	1,174	134%
4650	Vehicle Maintenance	500	7,582	7,082	1516%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General		Public Works			
Fund/Division Number: 4005		Parks & Grounds			
		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4651	Vehicle Parts	40,000	18,544	(21,456)	46%
4652	Tire, Tubes & Batteries	0	6,615	6,615	0%
4990	Miscellaneous Expenses	500	460	(40)	92%
5210	Gas and Oil	88,000	55,758	(32,242)	63%
5231	Safety Supplies	3,000	2,494	(506)	83%
5232	Other Supplies	40,000	19,735	(20,265)	49%
5241	Horticultural Supplies	40,000	40,924	924	102%
5242	Chemicals	15,000	4,140	(10,860)	28%
5250	Uniforms	2,500	8,479	5,979	339%
5260	Expendable Tools	0	0	0	0%
5270	Parks Supplies	55,000	31,817	(23,183)	58%
5410	Books,Pubs,Subscriptions & Mbrshp	500	0	(500)	0%
	Total Operating Expense	$ 926,500	$ 960,762	$ 34,262	104%
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 0	0%
6440	Vehicles	0	0	0	0%
6445	Other Equipment	0	164,770	164,770	0%
	Total Capital Outlay	$ 0	$ 164,770	$ 164,770	0%
	TOTAL APPROPRIATIONS	**$ 2,850,321**	**$ 2,880,332**	**$ 30,012**	**101%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	**Public Works**
Fund/Division Number: 4006	**Streets**

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Supervisor	1	1
Foreman II	1	1
Foreman I	2	2
Equipment Operator IV	1	1
Equipment Operator III	6	6
Maintenance Repair Worker	4	4
Maintenance Worker	2	2
Sign Maintenance Technician	1	1
Total Budgeted Staffing Level	18	18

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 918,032	$ 872,640	($45,392)	95%
1030	Accrued Compensation	6,000	3,971	(2,029)	66%
1040	Overtime	35,000	72,907	37,907	208%
2010	FICA Taxes	73,366	71,446	(1,920)	97%
2020	Retirement Contributions	154,168	150,201	(3,967)	97%
2030	Life & Health Insurance	196,541	161,539	(35,002)	82%
2035	Dental Insurance	8,342	7,119	(1,223)	85%
2040	Workers' Compensation	72,215	107,147	34,932	148%
	Total Personnel Services	$ 1,463,663	$ 1,446,970	($16,693)	99%
Operating Expense					
3490	Contractual Fees	$ 50,000	$ 17,541	($32,459)	35%
3495	Temporary Employee Services	0	66,969	66,969	0%
4020	Travel & Education	7,500	1,544	(5,956)	21%
4110	Communications	0	0	0	0%
4310	Utilities	425,000	284,058	(140,942)	67%
4320	Street Light Energy	575,000	656,453	81,453	114%
4410	Equipment Rental	25,000	9,757	(15,243)	39%
4651	Vehicle Parts	30,000	43,089	13,089	144%
4652	Tires, Tubes & Batteries	0	7,388	7,388	0%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General		Public Works			
Fund/Division Number: 4006		Streets			
		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4990	Miscellaneous Expenses	3,500	3,657	157	104%
5210	Gas and Oil	58,500	47,063	(11,437)	80%
5231	Safety Supplies	3,000	2,756	(244)	92%
5232	Other Supplies	3,500	5,036	1,536	144%
5242	Chemicals	2,500	506	(1,994)	20%
5250	Uniforms	1,500	5,195	3,695	346%
5260	Expendable Tools	5,000	2,404	(2,596)	48%
5310	Paint & Sign Supplies	35,000	13,790	(21,210)	39%
5330	Surface Patching	45,000	28,173	(16,827)	63%
5340	Street Supplies	50,000	32,000	(18,000)	64%
5350	Sidewalk/Curb Supplies	30,000	9,922	(20,078)	33%
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	0%
	Total Operating Expense	$ 1,350,000	$ 1,237,299	($112,701)	92%
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 0	0%
6445	Other Equipment	0	247,571	247,571	0%
	Total Capital Outlay	$ 0	$ 247,571	$ 247,571	0%
	TOTAL APPROPRIATIONS	**$ 2,813,663**	**$ 2,931,841**	**$ 118,178**	**104%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General	Engineering
Fund/Division Number: 4400	

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Asst. City Engineer/Manager	1	1
Stormwater Engineer Supervisor	1	1
Projects Coordinator	2	2
Chief Design Drafter	1	1
Supervisor, Engineering Inspector	1	1
SMU Technical Assistant/GIS	1	1
Executive Assistant	1	1
Traffic Operations Administrator	1	1
Engineering Services Specialist	1	1
City Engineer	0	0
Total Budgeted Staffing Level	10	10

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 835,238	$ 757,942	($77,297)	91%
1030	Accrued Compensation	4,000	1,678	(2,322)	42%
1040	Overtime	5,000	507	(4,493)	10%
2010	FICA Taxes	64,584	56,902	(7,682)	88%
2020	Retirement Contributions	133,787	115,452	(18,335)	86%
2030	Life & Health Insurance	129,393	99,302	(30,091)	77%
2035	Dental Insurance	5,573	4,298	(1,276)	77%
2040	Workers' Compensation	19,041	28,370	9,329	149%
	Total Personnel Services	$ 1,196,618	$ 1,064,450	($132,168)	89%
Operating Expense					
3490	Contractual Fees	$ 185,000	$ 145,710	($39,290)	79%
3492	FDOT/Closed Loop	275,000	209,526	(65,474)	76%
4010	Car Allowance	5,400	8,100	2,700	150%
4020	Travel and Education	1,000	70	(930)	7%
4030	Conferences	0	0	0	0%
4110	Communications	0	0	0	0%
4120	Freight and Postage	500	657	157	131%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Engineering**
Fund/Division Number: 4400

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense					
4410	Equipment Rental	8,000	5,550	(2,450)	69%
4650	Vehicle Maintenance	500	165	(335)	33%
4651	Vehicle Parts	1,500	678	(822)	45%
4660	Equipment Maintenance	0	0	0	0%
4670	Computer Maintenance	0	0	0	0%
4675	Software Maintenance	0	0	0	0%
4710	Reproduction	500	0	(500)	0%
4810	Advertising	500	0	(500)	0%
4990	Miscellaneous Expenses	1,000	1,652	652	165%
5110	Office Supplies	4,300	4,813	513	112%
5120	EDP Supplies	1,000	577	(423)	58%
5150	Misc. Equipment Expense	0	0	0	0%
5210	Gas and Oil	4,700	2,319	(2,381)	49%
5231	Safety Supplies	0	54	54	0%
5232	Other Supplies	0	0	0	0%
5250	Uniforms	0	873	873	0%
5260	Expendable Tools	0	0	0	0%
5320	Traffic Signal Materials	100,000	99,412	(588)	99%
5410	Books,Pubs,Subscriptions & Mbrshp	250	661	411	264%
	Total Operating Expense	$ 589,150	$ 480,818	($108,332)	82%
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 7,212	$ 7,212	0%
	Total Capital Outlay	$ 0	$ 7,212	$ 7,212	0%
	TOTAL APPROPRIATIONS	**$ 1,785,768**	**$ 1,552,479**	**($233,289)**	**87%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Leisure Services**
Fund/Division Number: 4504

	2024/25 Approved	2024/25 Actual
Budgeted Staffing Level		
Leisure Services Manager	1	1
Facilities Program Specialist	4	4
Tram Operator (PT)	2	2
Recreation Coordinator	0	0
Recreation Specialist	0	0
Trolley Operator (PT)	0	0
Total Budgeted Staffing Level	7	7

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salaries and Wages	$ 377,970	$ 264,880	($113,090)	70%
1030	Accrued Compensation	1,500	41,429	39,929	2762%
1040	Overtime	0	29,368	29,368	0%
2010	FICA Taxes	29,029	25,039	(3,991)	86%
2020	Retirement Contributions	59,409	52,773	(6,636)	89%
2030	Life & Health Insurance	76,160	40,061	(36,099)	53%
2035	Dental Insurance	2,801	1,808	(994)	65%
2040	Workers' Compensation	3,598	5,375	1,778	149%
	Total Personnel Services	$ 550,468	$ 460,732	($89,736)	84%
Operating Expense					
3490	Contractual Services	$ 0	$ 25,904	$ 25,904	0%
3495	Temporary Employee Services	30,000	50,681	20,681	169%
4020	Travel & Education	0	5,038	5,038	0%
4120	Postage & Freight	0	6	6	0%
4441	Equipment Rental	0	5,434	5,434	0%
4540	Insurance/Liability & Property	0	5,346	5,346	0%
4560	Insurance/Special Events	18,000	11,225	(6,775)	62%
4610	Building Maintenance	5,000	2,027	(2,973)	41%
4611	Janitorial Services	15,000	1,918	(13,082)	13%
4620	Building Supplies	500	474	(26)	95%
4651	Vehicle Parts	1,000	974	(26)	97%
4675	Software Maintenance	1,000	0	(1,000)	0%
4710	Reproduction	0	0	0	0%
4810	Advertising	750	50	(700)	7%
4960	Administrative Charge	15,000	9,305	(5,695)	62%
4990	Miscellaneous Expenses	1,000	0	(1,000)	0%
4992	Youth Activities	150,000	117,582	(32,418)	78%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Leisure Services**
Fund/Division Number: 4504

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense					
5110	Office Supplies	3,000	1,913	(1,087)	64%
5120	EDP Supplies	0	2,106	2,106	0%
5150	Misc. Equipment Exp.	3,500	718	(2,782)	21%
5210	Gas & Oil	600	1,167	567	194%
5232	Other Supplies	2,500	219	(2,281)	9%
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	0%
	Total Operating Expense	$ 246,850	$ 242,087	($4,763)	98%
Capital Outlay					
6200	Buildings	$ 0	$ 19,900	$ 19,900	0%
6410	Office Equipment & Machinery	0	6,860	6,860	0%
6420	Furniture & Furnishings	0	2,437	2,437	0%
	Total Capital Outlay	$ 0	$ 29,196	$ 29,196	0%
	TOTAL APPROPRIATIONS	**$ 797,318**	**$ 732,016**	**($65,302)**	**92%**

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Administrative Services**
Fund/Division Number: 6000

		2024/25 Approved	2024/25 Actual	Variance	%
Personnel Services					
1010	Salary & Wages	$0	$0	$ 0	0%
1030	Accrued Compensation	0	0	0	0%
2010	FICA Taxes	0	0	0	0%
2020	Retirement/General Members	0	0	0	0%
2025	Retirement/Police Officers	545,000	622,188	77,188	114%
2030	Life & Health Insurance	225,000	50,545	(174,455)	22%
	Total Personnel Services	$ 770,000	$ 672,733	($97,267)	87%
Operating Expense					
3110	Insurance Consultant	$ 25,000	$ 21,075	($3,925)	84%
3190	Consultant Fees	5,000	0	(5,000)	0%
3200	Accounting and Auditing	42,500	42,256	(244)	99%
3490	Contractual Fees	275,000	507,524	232,524	185%
4110	Communications	0	90	90	0%
4120	Freight and Postage	25,000	4,885	(20,115)	20%
4310	Utilities	575,000	498,893	(76,107)	87%
4410	Equipment Rental	75,000	167,479	92,479	223%
4430	Land Leases	0	12,650	12,650	0%
4510	Insurance & Fidelity Bond	1,739,000	1,731,776	(7,224)	100%
4530	Fla. Unemploy. Comp Fund	5,000	193	(4,807)	4%
4540	Workers' Comp. Claims	5,000	0	(5,000)	0%
4550	Liability & Property Claims	1,000	0	(1,000)	0%
4590	Property Damage Reimb	7,500	0	(7,500)	0%
4650	Vehicle Maintenance	75,000	41,846	(33,154)	56%
4651	Vehicle Parts	0	0	0	0%
4660	Equipment Maintenance	0	0	0	0%
4675	Software Maintenance	220,000	163,010	(56,990)	74%
4710	Reproduction	1,200	0	(1,200)	0%
4810	Advertising	0	1,200	1,200	0%
4925	Computer Loans	15,000	11,071	(3,929)	74%
4935	Disaster Charges	0	0	0	0%
4936	Emergency Supplies	0	0	0	0%
4940	Bad Debt Expense	0	12,681	12,681	0%
4945	Refunds	0	888	888	0%
4947	Wellness	0	0	0	0%
4950	Settlements	0	0	0	0%
4960	Administrative Charges	1,700	480	(1,220)	28%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Administrative Services**
Fund/Division Number: 6000

		2024/25 Approved	2024/25 Actual	Variance	%
Operating Expense contd.					
4970	Inventory Adjustments	3,500	0	(3,500)	0%
4980	Contingency	0	0	0	0%
4985	Tax Increment Financing	6,693,091	6,697,488	4,397	100%
4986	Stormwater Fees	77,000	71,540	(5,460)	93%
4990	Miscellaneous Expenses	50,000	52,837	2,837	106%
4993	Keep Ft. Pierce Beautiful	15,000	16,203	1,203	108%
5110	Office Supplies	0	0	0	0%
5150	Miscellaneous Equipment	0	8,419	8,419	0%
5210	Gas & Oil	0	1,358	1,358	0%
5410	Books,Pubs,Subscriptions & Mbrshp	25,000	20,372	(4,628)	81%
	Total Operating Expense	$ 9,956,491	$ 10,086,214	$ 129,723	101%
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	0%
6310	Roads & Bridges	0	295,607	295,607	0%
6315	Infrastructure Sales Tax Projects	3,000,000	2,991,571	(8,429)	100%
6320	Other Structures & Facilities	0	81,876	81,876	0%
6410	Office Equipment & Machinery	600,000	107,964	(492,036)	18%
6420	Furniture & Furnishing	0	0	0	0%
6430	Heavy Equipment	0	0	0	0%
6440	Vehicles	0	793,694	793,694	0%
6445	Other Equipment	511,052	0	(511,052)	0%
	Total Capital Outlay	$ 4,111,052	$ 4,270,712	$ 159,660	104%
Grants and Aids					
8230	Economic Development Co	$ 40,000	$ 62,500	$ 22,500	156%
8255	Chamber of Commerce	35,000	35,000	0	100%
8270	SLC Council on Aging	15,000	65,000	50,000	433%
8392	Special Events:				
	Sights & Sounds Parade	15,000	15,000	0	100%
	Christmas Decorations	125,000	49,356	(75,645)	39%
	Fireworks	43,000	35,000	(8,000)	81%
	Miscellaneous Special Events	0	0	0	0%
	Mainstreet	50,000	50,000	0	100%
	Lincoln Park Mainstreet	50,000	51,404	1,404	103%
	United For Animals	10,000	10,000	0	100%
	Youth & Crime Prevention Activities	10,000	0	(10,000)	0%
	Jazz on Moore's Creek	10,000	10,000	0	100%
	Juneteenth Festival	20,000	30,000	10,000	150%
8410	Community Projects	25,000	23,536	(1,464)	94%
8411	Community Housing	125,000	0	(125,000)	0%
	Total Grants and Aids	$ 573,000	$ 436,796	($136,205)	76%

Final Budget to Actuals for Fiscal Year 2024/25

Fund Title: General — **Administrative Services**
Fund/Division Number: 6000

		2024/25 Approved	2024/25 Actual	Variance	%
NON-OPERATING EXPENDITURES					
9130	Debt Service Series 2010 B	0	0	0	0%
9166	Capital Reserve Loan-HUD	0	0	0	0%
9179	Debt Service Series 2019	2,285,500	2,285,500	0	100%
9176	Debt Service Series 2020A/2014 Energy	739,647	739,647	0	100%
9178	Debt Service Series 2020B/2016 Series	0	0	0	0%
9179	Debt Service Series 2020C/2018 Series	564,383	564,383	0	100%
9180	Capital Leases- White Fleet	600,000	579,748	(20,252)	97%
9180	Capital Leases- Police Fleet	1,100,000	1,054,087	(45,913)	96%
9184	Special Revenue/Police Grant	50,000	50,000	0	100%
9186	Special Revenue/103 CDBG	0	0	0	0%
9187	Special Revenue/106 Grants	220,000	160,814	(59,186)	73%
9199	Transfer to Stormwater	0	0	0	0%
9300	Transfer to Animal Shelter	300,000	300,000	0	100%
	Total Non-Operating	$ 5,859,530	$ 5,734,178	($125,352)	98%
	TOTAL ADMINISTRATIVE	**$ 21,270,073**	**$ 21,200,633**	**($69,440)**	**100%**
TOTAL GENERAL FUND APPROPRIATIONS		**$ 64,668,104**	**$ 63,978,116**	**($689,988)**	**99%**

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MEGAN LEGRAND, EXECUTIVE ASSISTANT, FINANCE DEPARTMENT

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: FISCAL YEAR 2025 FINAL BUDGET AMENDMENT

CAO RLS#: 26-70

DATE: FEBRUARY 25, 2026

I have reviewed the above request for legal services related to the Ordinance amending FY 2024-2025 budget and find said Ordinance in compliance with Article VIII (Finances), of the city of Fort Pierce Charter and Florida Statute 166.041. **The Ordinance is approved as to form and correctness**. *Please remember to complete the following prior to presentation to the City Commission for adoption*:

a. Attach Exhibit A/Schedule
b. Fill in the ordinance number
c. Fill in the advertisement dates

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

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

Received
MAR 16 2026
City Clerk's Office

STATE OF WISCONSIN, COUNTY OF BROWN

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

SCN StLucie-IndianRv-Stuart 03/06/2026
SCN tcpalm.com 03/06/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/06/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

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Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041, will hold Public Hearings, on Monday, March 16, 2026 and Monday, April 2, 2026 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 26-009 - AN ORDINANCE AMENDING THE 2024-25 BUDGET OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2024-25 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
March 6 2026
LSAR0470906

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 04/06/2026

Re: FPUA Budget Amendment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R22 accepting the FPUA Final Budget Amendment

SUMMARY:

In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 176 (12), Javier Cisneros, Director of Utilities has forwarded the FY 2025 Final Budget Amendment for consideration and approval by the City Commission.

RECOMMENDATION:

By majority vote approve the resolution waiving the thirty-day period for disapproval and approve FY 2025 Final Budget Amendment as submitted.

ALTERNATIVES:

Do not approve the resolution and by four-fifths (4/5) vote, disapprove or decrease any line item expenditures or amendments thereto. If no disapproval occurs, the budget and amendments there to shall be deemed approved as submitted within thirty (30) days.

RESPONSIBLE STAFF:

Javier Cisneros, Director of Utilities

COORDINATED WITH:

Michele Harris, Chief Financial Officer
Linda W. Cox, City Clerk

Attachments

26-R22
FPUA Final Budget Amendment
City Attorney Approval

RESOLUTION NO. 26-R22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE **FINAL BUDGET AMENDMENT FOR THE FORT PIERCE UTILITIES AUTHORITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City of Fort Pierce Charter, Article XII, Section 176 and Section 178, the Fort Pierce Utilities Authority amended its budget for fiscal year 2025 via Resolution UA 2026-08; and

WHEREAS, in accordance with the City of Fort Pierce Charter, Article XII, Section 176(12), the Fort Pierce Utilities Authority has presented to the City Commission its final budget amendment for FY2025.

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

SECTION 1. The City Commission hereby accepts the FY2025 Final Budget Amendment of the Fort Pierce Utilities Authority as adopted by Resolution UA 2026-08, attached hereto as Exhibit A, and waives the thirty-day period for disapproval by the City Commission.

SECTION 2. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 6th day of April, 2026.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara K. Hedges, City Attorney

RESOLUTION NO. UA 2026-08

A RESOLUTION AMENDING THE BUDGET OF FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025.

BE IT RESOLVED BY FORT PIERCE UTILITIES AUTHORITY:

SECTION I: That in accordance with City of Fort Pierce Charter, Article XII, Section 176 and Section 178, Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, hereby amends its budget for fiscal year 2025 for the operation of the utilities systems for the City of Fort Pierce, Florida, by adjusting various budget items as set forth in the attached schedule.

SECTION II: Attached hereto and incorporated herein by reference is the schedule referred to above.

SECTION III: That it shall be the duty of the Director of Fort Pierce Utilities Authority to adjust the accounts and perform necessary transfers among the accounts to conform to the amended budget.

SECTION IV: That this Resolution shall be in full force and effect upon adoption by the Fort Pierce Utilities Authority Board and the City Commission of the City of Fort Pierce, Florida, and shall be effective retroactive to September 30, 2025.

This Resolution is adopted this 17th day of March, 2026.

ATTEST: _____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Michele Harris, CGFO, Chief Financial Officer
From	Tonya Tardif, Accounting Supervisor
Date:	March 12, 2026
Subject:	**Resolution No. UA 2026-08, Final Budget Amendment for FY 2025**

RECOMMENDATION:

Adopt Resolution No. UA 2026-08, a resolution amending the budget of Fort Pierce Utilities Authority of the City of Fort Pierce, Florida for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.

SUMMARY/SUPPORTING INFORMATION:

Presented for the Board's review and approval is the Final Budget Amendment for FY 2025.

The Final Budget Amendment reflects revenues in the amount of $173,565,668 an increase of $12,840,946 (8.0%) as compared to the Amended FY 2025 Budget, which was approved by the Board on August 5, 2025. As well, the Final Budget Amendment reflects expenses in the amount of $134,507,738 (budget basis), a decrease of $3,563,405 (-2.6%) from the Amended FY 2025 Budget figure of $138,071,143, which excludes contingency. Also presented in the budget amendment summary is a recap of FPUA's expenses as presented in the financial statements and the calculation of the Change in Net Position. The difference between the two presentations is that capitalized salary, benefit and overhead costs are included in the budgeted expenditures, but are excluded from expenses for financial statement reporting purposes, in accordance with Generally Accepted Accounting Principles.

Increase in Net Position

FPUA's financial statements reflect an increase in net position for FY 2025 in the amount of $42,476,015 as compared to the $25,483,827 increase projected in the Amended FY 2025 Budget.

Unit Sales and Revenues

As shown in the table below, unit sales were below the amended projections for all utilities except Natural Gas.

	Amended Budget	Actual	Increase (Decrease)	Percent
Electric (MWh)	593,999	592,788	(1,211)	(0.20%)
Water (*)	3,124,815	3,081,723	(43,092)	(1.38%)
Wastewater (*)	1,840,016	1,820,958	(19,058)	(1.04%)
Natural Gas (ccf)	5,077,674	5,096,345	18,671	0.37%

* Thousands of Gallons

Expenses

Overall projected budgetary expenses, in the amount of $134,507,738 were lower than the amended projections by $3,563,405 (-2.6%).

- Purchases for Resale were less than budgeted amounts by $1,435,539.
- Savings in Consulting and Engineering professional fees totalled $898,848, while Maintenance and Service contracts were $579,614 less than projected.
- Overall commodities, which includes subscriptions and operating supplies resulted in additional savings totaling $958,911.

Summary

Fiscal Year 2025 represented another strong year for FPUA, driven by continued improvements in operational efficiency, disciplined cost management strategies and a steadfast commitment to providing economical and reliable service that meets the eveloving needs of our customers.

ALTERNATIVES (IF ANY):

None

ATTACHMENTS:

Resolution No. UA 2026-08

FORT PIERCE UTILITIES AUTHORITY
FY 2025 FINAL BUDGET AMENDMENT
SUMMARY

	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
REVENUES			
ELECTRIC	$ 78,688,202	$ 81,347,588	$ 2,659,386
WATER	31,905,178	40,022,401	8,117,223
NATURAL GAS	7,555,379	7,066,673	(488,706)
WASTEWATER	37,202,849	39,739,894	2,537,045
MANATEE CENTER	851,289	850,745	(544)
FPUAnet	2,496,050	2,479,590	(16,460)
TCEC	2,025,775	2,058,777	33,002
TOTAL REVENUES	$ 160,724,722	$ 173,565,668	$ 12,840,946
EXPENSES PER THE FINANCIAL STATEMENTS			
ELECTRIC	$ 76,396,780	$ 73,590,364	$ (2,806,416)
WATER	24,368,788	23,946,054	(422,734)
NATURAL GAS	7,359,656	6,988,493	(371,163)
WASTEWATER	21,822,355	21,360,865	(461,490)
MANATEE CENTER	851,289	850,745	(544)
FPUAnet	2,416,252	2,294,354	(121,898)
TCEC	2,025,775	2,058,777	33,002
TOTAL EXPENSES	$ 135,240,895	$ 131,089,653	$ (4,151,242)
INCREASE (DECREASE) IN NET POSITION			
ELECTRIC	$ 2,291,422	$ 7,757,224	$ 5,465,802
WATER	7,536,390	16,076,347	8,539,957
NATURAL GAS	195,723	78,180	(117,543)
WASTEWATER	15,380,494	18,379,029	2,998,535
MANATEE CENTER	-	--	--
FPUAnet	79,798	185,236	105,438
TCEC	-	-	-
CHANGE IN NET POSITION	$ 25,483,827	$ 42,476,015	$ 16,992,188

ALLOCATION DISTRIBUTION
FY 2025

	DEPARTMENT	CAPITAL	ELECTRIC	WATER	GAS	WASTEWATER	FPUAnet	OTHER	TOTAL
01	MANATEE CENTER	$ 13	$ -	$ -	$ -	$ -	$ -	$ 850,317	850,330
02	TCEC	-	-	-	-	-	-	2,058,777	2,058,777
10	BOARD	6,872	52,448	40,534	7,289	30,019	340	-	137,502
11	DIRECTOR OF UTILITIES	25,669	190,638	147,335	26,495	109,112	1,235	-	500,483
12	GENERAL COUNSEL	25,792	111,104	85,867	15,441	63,591	720	-	302,514
14	CHIEF FINANCIAL OFFICER	24,200	104,500	121,520	29,857	85,317	25,602	-	390,996
15	HUMAN RESOURCES	57,193	154,485	179,645	44,138	126,126	37,849	-	599,435
18	SAFETY	10,210	23,552	27,388	6,729	19,229	5,770	-	92,879
21	FINANCE	102,178	580,435	448,590	80,668	332,214	3,759	-	1,547,844
22	SUPPLY CHAIN MANAGEMENT	1,130,969	(72,459)	(50,931)	(52,131)	(20,714)	(7,244)	-	927,489
31	CHIEF OPERATING OFFICER	22,581	95,497	111,050	27,285	77,966	23,397	-	357,776
32	INFORMATION TECHNOLOGY SERVICES	286,582	1,160,432	1,349,425	331,552	947,408	284,304	-	4,359,703
35	FACILITIES	69,288	315,243	287,591	51,291	235,541	-	-	958,954
39	ADMINISTRATIVE & GENERAL	-	-	-	-	-	-	428	428
41	PUBLIC AFFAIRS & SUSTAINABILITY	35,526	257,276	198,836	35,756	147,253	1,666	-	676,312
43	CUSTOMER SERVICE	2,855	790,389	610,854	109,847	452,382	5,118	-	1,971,445
44	UTILITY OPERATIONS	404	618,531	478,033	85,963	354,018	4,005	-	1,540,955
46	GEOSPATIAL TECHNOLOGY SERVICES	40,315	239,408	185,027	33,273	137,026	1,550	-	636,598
49	ADMINISTRATIVE & GENERAL	7,507	30,165	35,077	8,618	24,627	7,390	-	113,385
51	DIRECTOR OF ELECTRIC & GAS SYSTEMS	9,941	336,021	-	-	-	-	-	345,962
53	ELECTRIC PURCHASES FOR RESALE	-	46,470,272	-	-	-	-	-	46,470,272
54	ELECTRIC TRANSMISSION & DISTRIBUTION	970,475	9,791,658	-	-	-	-	-	10,762,134
55	ELECTRIC OPERATIONS	5,982	2,190,431	-	-	-	-	-	2,196,413
56	ELECTRIC & GAS ENGINEERING	5,544	1,330,457	-	-	-	-	-	1,336,001
59	ADMINISTRATIVE & GENERAL	-	8,819,881	-	-	-	-	-	8,819,881
61	DIRECTOR OF WATER/ WASTEWATER SYSTEMS	25	-	182,300	-	121,534	-	-	303,859
62	WATER RESOURCES	1,666	-	9,104,057	-	-	-	-	9,105,723
64	WATER DISTRIBUTION	125,633	-	6,462,844	-	-	-	-	6,588,478
66	WATER/WASTEWATER ENGINEERING	95,820	-	784,084	-	522,723	-	-	1,402,627
69	ADMINISTRATIVE & GENERAL	-	-	3,156,928	-	-	-	-	3,156,928
74	GAS OPERATIONS	60,833	-	-	2,405,003	-	-	-	2,465,836
75	NATURAL GAS PURCHASES FOR RESALE	-	-	-	2,792,347	-	-	-	2,792,347
79	ADMINISTRATIVE & GENERAL	-	-	-	949,071	-	-	-	949,071
82	WATER RECLAMATION	4,514	-	-	-	5,169,670	-	-	5,174,183
84	WASTEWATER COLLECTION	6,148	-	-	-	6,628,995	-	-	6,635,144
89	ADMINISTRATIVE & GENERAL	-	-	-	-	5,796,828	-	-	5,796,828
93	FPUAnet COMMUNICATIONS	283,352	-	-	-	-	1,723,129	-	2,006,481
95	FPUAnet PURCHASES FOR RESALE	-	-	-	-	-	61,974	-	61,974
99	ADMINISTRATIVE & GENERAL	-	-	-	-	-	113,791	-	113,791
	TOTALS	$ 3,418,085	$ 73,590,364	$ 23,946,054	$ 6,988,493	$ 21,360,865	$ 2,294,354	$ 2,909,523	$ 134,507,738

OPERATIONS AND MAINTENANCE EXPENSE ANALYSIS BY OBJECT CODE

OBJECT CODE		ACTUAL FY 2023	ACTUAL FY 2024	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	SALARIES & WAGES	$ 17,034,321	$ 18,098,498	$ 19,267,996	$ 19,068,585
1020	OVERTIME	1,254,434	1,319,744	1,378,700	1,320,302
	PERSONNEL SERVICES TOTAL	18,288,755	19,418,242	20,646,696	20,388,887
	EMPLOYEE BENEFITS				
4050	RETIREMENT	7,775,976	5,373,527	4,132,092	4,641,944
4060	FICA	1,343,922	1,441,264	1,579,472	1,515,060
4070	EMPLOYEES' INSURANCE	4,580,802	4,915,919	5,689,602	5,680,881
4090	VACATION PAY EXPENSE	52,991	224,963	-	52,728
4100	SICK PAY EXPENSE	97,686	833,868	-	283,871
4110	NET OPEB EXPENSE	78,363	90,099	77,000	89,802
4600	WORKERS' COMPENSATION	137,443	200,227	240,000	213,164
4640	UNEMPLOYMENT CLAIMS	3,355	(1,083)	3,522	3,400
	EMPLOYEE BENEFITS TOTAL	14,070,538	13,078,784	11,721,688	12,480,850
	CONTRACTUAL SERVICES				
2110	ADVERTISING	68,174	81,393	84,028	84,243
2122	RENTALS	90,268	184,655	146,335	107,522
2131	MAINTENANCE OF STRUCTURES	82,985	71,421	258,430	86,241
2132	MAINTENANCE OF VEHICLES	172,880	265,930	282,235	306,506
2133	MAINTENANCE OF EQUIPMENT	187,371	262,848	453,658	320,530
2139	MAINTENANCE/SERVICE CONTRACTS	4,043,994	3,490,511	4,455,966	3,876,352
2140	POSTAGE	206,068	207,317	270,094	257,532
2151	PRINTING	74,776	42,977	104,827	76,043
2161	PROFESSIONAL FEES - AUDIT	68,651	59,000	64,600	60,600
2164	PROFESSIONAL FEES - CONS/ENG	878,182	630,627	1,735,136	836,288
2165	TEMPORARY LABOR	39,460	79,316	26,813	33
2166	PROFESSIONAL FEES - OTHER	191,754	148,594	254,750	680,890
2170	TRAINING	247,937	225,036	379,740	286,234
2171	TRAVEL	21,118	28,663	27,839	17,044
2172	CAR ALLOWANCE	146,836	145,430	130,350	129,230
2190	COMMUNICATIONS	719,604	1,255,442	1,797,400	1,817,722
2200	UTILITIES	2,874,946	2,530,194	2,657,170	2,604,115
2230	EMPLOYEE RELATIONS	36,117	51,793	81,753	65,751
2240	BUSINESS RELATIONS	5,946	1,645	8,171	1,222
2250	COMMUNITY RELATIONS	32,662	40,557	66,500	51,269
2260	MEMBERSHIPS - PROFESSIONAL	68,139	69,842	75,713	70,527
2262	MEMBERSHIPS - CIVIC	27,940	27,760	80,086	66,317
2290	BILLING - HOUSING AUTHORITY	2,475	2,491	2,800	1,950
	CONTRACTUAL SERVICES TOTAL	10,288,283	9,903,442	13,444,394	11,804,161
	PURCHASES FOR RESALE				
3360	PURCHASES FOR RESALE	55,872,099	47,010,266	50,760,132	49,324,593
	PURCHASES FOR RESALE TOTAL	55,872,099	47,010,266	50,760,132	49,324,593

OPERATIONS AND MAINTENANCE EXPENSE ANALYSIS BY OBJECT CODE

OBJECT CODE		ACTUAL FY 2023	ACTUAL FY 2024	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025
	COMMODITIES				
3311	OFFICE SUPPLIES	68,772	105,954	152,266	129,582
3313	SUBSCRIPTIONS	70,105	701,438	1,453,975	1,079,092
3316	OPERATING SUPPLIES	1,902,407	1,675,027	2,050,679	1,714,718
3320	CHEMICALS	1,361,551	1,527,738	1,644,000	1,584,236
3331	VEHICLE SUPPLIES	495,666	357,997	450,657	311,024
3340	SMALL TOOLS	83,354	83,108	117,495	91,509
	COMMODITIES TOTAL	3,981,855	4,451,262	5,869,072	4,910,161
	FIXED & SUNDRY				
4010	COST OF GOODS SOLD	78,738	70,436	81,100	73,095
4015	SALES DISCOUNTS	2,987	11,880	5,000	6,202
4020	CASH (OVER) SHORT	(1,260)	(784)	300	(1,956)
4080	EMPLOYEE SUGGESTIONS & AWARDS	9,395	3,558	9,396	6,032
4509	OTHER TAXES	38,987	38,538	38,434	68,633
4510	GROSS RECEIPTS TAX	2,256,646	1,914,027	2,565,600	1,945,126
4520	LICENSES & PERMITS	57,601	91,642	109,481	89,494
4531	CIVIC CONTRIBUTIONS	269,472	524,207	625,789	623,002
4610	PROPERTY & LIAB./INS & UNINSUR	978,009	1,472,098	1,845,850	1,781,402
4666	INVENTORY ADJUSTMENTS	247,484	137,469	151,605	68,497
4700	UTILITY BAD DEBT EXPENSE	339,467	210,484	349,650	178,951
5730	BANK CHARGES	639,717	603,038	617,000	469,252
9005	DUPLICATE CHARGES	(50,663)	(50,905)	(52,284)	(54,534)
	FIXED & SUNDRY TOTAL	4,866,580	5,025,688	6,346,921	5,253,196
	INTEREST EXPENSES				
5721	INTEREST - BONDS	7,263,767	6,980,301	6,680,576	6,680,576
5723	INTEREST - DEPOSITS	17,420	136,208	220,246	241,884
5729	INTEREST OTHER	13,526	25,022	26,000	15,287
5731	AMORTIZATION OF BOND DISCOUNT	(656,574)	(670,875)	(687,345)	(687,345)
	INTEREST EXPENSES TOTAL	6,638,139	6,470,656	6,239,477	6,250,402
	MISCELLANEOUS				
5710	STORM EXPENSES	167,439	21,233	424,103	541,214
9000	CITY DISTRIBUTION	6,758,421	7,467,922	7,908,082	7,908,082
9030	DEPRECIATION	14,564,931	15,694,807	14,710,578	15,646,192
	MISCELLANEOUS TOTAL	21,490,791	23,183,962	23,042,763	24,095,488
	GRAND TOTAL	$ 135,497,040	$ 128,542,302	$ 138,071,143	$ 134,507,738

ELECTRIC REVENUES

	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2026	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
SALES OF ELECTRICITY:			
RESIDENTIAL SALES:			
INSIDE CITY	$ 27,225,700	$ 27,239,927	$ 14,227
OUTSIDE CITY	6,784,000	6,843,762	59,762
GENERAL SERVICE:			
INSIDE CITY	33,599,700	33,692,394	92,694
OUTSIDE CITY	5,976,100	6,013,830	37,730
POWER COST ADJUSTMENT:			
RESIDENTIAL	(735,500)	(469,675)	265,825
GENERAL SERVICE	(867,800)	(354,811)	512,989
UNBILLED SERVICE REVENUE	-	314,400	314,400
RENTAL LIGHTS:			
RESIDENTIAL	70,400	70,752	352
GENERAL SERVICE	1,182,000	1,182,386	386
STREET & TRAFFIC SIGNALS	528,800	528,470	(330)
TOTAL	73,763,400	75,061,435	1,298,035
OTHER OPERATING REVENUES:			
MISCELLANEOUS SERVICE REVENUE	1,077,400	1,098,544	21,144
TOTAL OPERATING REVENUES	74,840,800	76,159,979	1,319,179
NON-OPERATING REVENUES			
INVESTMENT INCOME	696,800	958,658	261,858
REVENUE FOR CITY BILLING	97,402	95,549	(1,853)
MISCELLANEOUS INCOME	15,400	21,147	5,747
GRANT REVENUE	1,371,900	2,192,585	820,685
GAIN ON DISPOSITION OF PROPERTY	-	12,503	12,503
TOTAL NON-OPERATING REVENUES	2,181,502	3,280,442	1,098,940
REVENUES BEFORE CAPITAL CONTRIBUTIONS	77,022,302	79,440,421	2,418,119
CAPITAL CONTRIBUTIONS			
CONTRIBUTED CAPITAL - CASH	1,615,900	1,891,523	275,623
CONTRIBUTED CAPITAL - NONCASH	50,000	15,644	(34,356)
TOTAL CAPITAL CONTRIBUTIONS	1,665,900	1,907,167	241,267
TOTAL REVENUES	$ 78,688,202	$ 81,347,588	$ 2,659,386

NATURAL GAS REVENUES

	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2026	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
SALES OF GAS:			
RESIDENTIAL SALES:			
INSIDE CITY	$ 1,261,200	$ 1,250,445	$ (10,755)
OUTSIDE CITY	213,400	213,194	(206)
GENERAL SERVICE:			
INSIDE CITY	2,694,700	2,685,535	(9,165)
OUTSIDE CITY	1,084,100	1,093,020	8,920
CONTRACT SALES			
COMMERCIAL	123,800	124,950	1,150
INDUSTRIAL	253,100	257,970	4,870
HEAT ONLY:			
RESIDENTIAL	6,300	6,296	(4)
GENERAL SERVICE	2,300	2,305	5
PURCHASED GAS ADJUSTMENT:			
RESIDENTIAL	88,400	27,378	(61,022)
GENERAL SERVICE	1,545,800	1,027,785	(518,015)
COMPRESSED NATURAL GAS	19,200	19,156	(44)
UNBILLED SERVICE REVENUE	-	54,400	54,400
TOTAL	7,292,300	6,762,434	(529,866)
OTHER OPERATING REVENUES:			
MISCELLANEOUS SERVICE REVENUE	50,800	53,476	2,676
TOTAL OPERATING REVENUES	7,343,100	6,815,910	(527,190)
NON-OPERATING REVENUES			
INVESTMENT INCOME	121,000	128,936	7,936
REVENUE FOR CITY BILLING	13,279	13,279	-
GAS PIPING & APPLIANCE SALES	200,200	225,480	25,280
GAS PIPING & APPLIANCE COSTS	(183,100)	(186,482)	(3,382)
GRANT REVENUE	-	4,483	4,483
MISCELLANEOUS INCOME	-	120	120
TOTAL NON-OPERATING REVENUES	151,379	185,816	34,437
REVENUES BEFORE CAPITAL CONTRIBUTIONS	7,494,479	7,001,726	(492,753)
CAPITAL CONTRIBUTIONS			
CONTRIBUTED CAPITAL - CASH	60,900	64,947	4,047
TOTAL CAPITAL CONTRIBUTIONS	60,900	64,947	4,047
TOTAL REVENUES	$ 7,555,379	$ 7,066,673	$ (488,706)

WATER REVENUES

	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2026	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
SALES OF WATER:			
RESIDENTIAL SALES:			
INSIDE CITY	$ 8,228,200	$ 8,225,975	$ (2,225)
OUTSIDE CITY	3,284,700	3,342,231	57,531
GENERAL SERVICE:			
INSIDE CITY	8,304,600	8,273,583	(31,017)
OUTSIDE CITY	5,111,400	5,071,634	(39,766)
UNBILLED SERVICE REVENUE	-	145,300	145,300
SALES FOR RESALE	2,485,400	2,613,581	128,181
FIRE PROTECTION	267,000	268,895	1,895
TOTAL	27,681,300	27,941,199	259,899
OTHER OPERATING REVENUES:			
MISCELLANEOUS SERVICE REVENUE	382,400	409,570	27,170
TOTAL OPERATING REVENUES	28,063,700	28,350,769	287,069
NON-OPERATING REVENUES			
INVESTMENT INCOME	301,700	370,976	69,276
REVENUE FOR CITY BILLING	75,278	73,845	(1,433)
MISCELLANEOUS INCOME	5,600	8,598,477	8,592,877
GRANT REVENUE	-	29,780	29,780
TOTAL NON-OPERATING REVENUES	382,578	9,073,078	8,690,500
REVENUES BEFORE CAPITAL CONTRIBUTIONS	28,446,278	37,423,847	8,977,569
CAPITAL CONTRIBUTIONS			
CAPITAL IMPROVEMENT CHARGES	1,288,000	853,960	(434,040)
CONTRIBUTED CAPITAL - CASH	284,600	251,745	(32,855)
CONTRIBUTED CAPITAL - NONCASH	1,886,300	1,492,849	(393,451)
TOTAL CAPITAL CONTRIBUTIONS	3,458,900	2,598,554	(860,346)
TOTAL REVENUES	$ 31,905,178	$ 40,022,401	$ 8,117,223

WASTEWATER REVENUES

	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2026	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
WASTEWATER CHARGES:			
RESIDENTIAL:			
INSIDE CITY	$ 8,093,700	$ 8,039,348	$ (54,352)
OUTSIDE CITY	1,108,900	1,117,965	9,065
GENERAL SERVICE:			
INSIDE CITY	7,797,600	7,755,995	(41,605)
OUTSIDE CITY	1,994,700	1,995,606	906
REVENUE FROM ST. LUCIE COUNTY	1,127,400	1,159,665	32,265
UNBILLED SERVICE REVENUE	-	99,100	99,100
TOTAL	20,122,300	20,167,679	45,379
OTHER OPERATING REVENUES:			
OTHER WASTEWATER REVENUES	295,000	300,237	5,237
TOTAL OPERATING REVENUES	20,417,300	20,467,916	50,616
NON-OPERATING REVENUES			
INVESTMENT INCOME	903,800	1,121,075	217,275
REVENUE FOR CITY BILLING	55,749	54,688	(1,061)
MISCELLANEOUS INCOME	2,100	1,727	(373)
GRANT REVENUE	10,303,900	14,636,844	4,332,944
TOTAL NON-OPERATING REVENUES	11,265,549	15,814,334	4,548,785
REVENUES BEFORE CAPITAL CONTRIBUTIONS	31,682,849	36,282,250	4,599,401
CAPITAL CONTRIBUTIONS			
CAPITAL IMPROVEMENT CHARGES	2,363,900	915,378	(1,448,522)
CAPITAL IMPROVEMENT CHARGES-MWRF	-	101,506	101,506
CONTRIBUTED CAPITAL - CASH	900,000	1,070,949	170,949
CONTRIBUTED CAPITAL - NONCASH	2,256,100	1,369,811	(886,289)
TOTAL CAPITAL CONTRIBUTIONS	5,520,000	3,457,644	(2,062,356)
TOTAL REVENUES	$ 37,202,849	$ 39,739,894	$ 2,537,045

MANATEE CENTER

	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2026	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
FPUA CONTRIBUTION	$ 625,789	$ 623,002	$ (2,787)
GIFT SHOP SALES	155,000	157,490	2,490
DONATIONS	1,500	2,308	808
ADMISSIONS	54,000	56,807	2,807
TEACHING INCOME & CAMPS	14,000	11,038	(2,962)
TOTAL OPERATING REVENUES	850,289	850,645	356
NON-OPERATING REVENUES			
GAIN (LOSS) ON DISPOSITION OF PROPERTY	1,000	100	(900)
TOTAL NON-OPERATING REVENUES	1,000	100	(900)
TOTAL REVENUES	$ 851,289	$ 850,745	$ (544)

FPUAnet COMMUNICATIONS REVENUES

	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2026	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
DEDICATED INTERNET ACCESS	$ 440,000	$ 422,907	$ (17,093)
FIBER BANDWIDTH CONNECTIONS	132,000	132,577	577
COMMERCIAL	126,000	114,524	(11,476)
RESIDENTIAL	54,000	49,815	(4,185)
DARK FIBER TRANSMISSION	1,554,000	1,553,184	(816)
WIRELESS BROADBAND INTERNET ACCESS	-	(48)	(48)
OTHER OPERATING REVENUES	-	8,573	8,573
TOTAL OPERATING REVENUES	2,306,000	2,281,532	(24,468)
NON-OPERATING REVENUES			
GATEWAY RENTALS	3,500	3,535	35
VOICE SERVICES	1,350	-	(1,350)
REVENUE FOR CITY BILLING	200	619	419
GRANT REVENUE	120,000	125,230	5,230
MISCELLANEOUS INCOME	-	864	864
TOTAL NON-OPERATING REVENUES	125,050	130,248	5,198
REVENUES BEFORE CAPITAL CONTRIBUTIONS	2,431,050	2,411,780	(19,270)
CONTRIBUTED CAPITAL - CASH	65,000	67,810	2,810
TOTAL REVENUES	$ 2,496,050	$ 2,479,590	$ (16,460)

TREASURE COAST ENERGY CENTER REVENUES

	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2026	DIFFERENCE INCREASE (DECREASE)
NON-OPERATING REVENUES			
FMPA TCEC O&M EXPENSE RECOVERY	$ 2,025,775	$ 2,058,777	$ 33,002
TOTAL NON-OPERATING REVENUES	2,025,775	2,058,777	33,002
TOTAL REVENUES	$ 2,025,775	$ 2,058,777	$ 33,002

DEPT. 01 - MANATEE CENTER

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 291,197	$ 289,551	(1,645.61)
1020	OVERTIME	200	-	(200.00)
2122	RENTALS	-	537	536.50
2110	ADVERTISING	14,000	20,349	6,349.42
2131	MAINTENANCE OF STRUCTURES	14,430	8,522	(5,907.71)
2132	MAINTENANCE OF VEHICLES	78	-	(78.00)
2133	MAINTENANCE OF EQUIPMENT	917	-	(917.00)
2139	MAINTENANCE/SERVICE CONTRACTS	95,000	82,231	(12,768.97)
2140	POSTAGE	244	148	(95.85)
2250	COMMUNITY RELATIONS	9,500	10,670	1,170.19
2151	PRINTING	7,500	3,855	(3,644.66)
2166	PROFESSIONAL FEES - OTHER	10,000	9,250	(750.00)
2170	TRAINING	10,460	5,851	(4,609.00)
2171	TRAVEL	-	998	998.42
2172	CAR ALLOWANCE	3,300	3,300	-
2190	COMMUNICATIONS	7,000	7,167	166.86
2200	UTILITIES	9,330	10,420	1,089.59
2230	EMPLOYEE/VOLUNTEER RELATIONS	5,000	5,816	815.54
2240	BUSINESS RELATIONS	-	33	32.97
2260	MEMBERSHIPS - PROFESSIONAL	648	885	237.00
2262	MEMBERSHIPS - CIVIC	665	1,657	992.00
3311	OFFICE SUPPLIES	2,718	3,599	881.06
3313	POSTAGE	544	691	147.01
3316	OPERATING SUPPLIES	30,000	41,647	11,646.74
3331	VEHICLE SUPPLIES	123	-	(123.00)
4010	COST OF GOODS SOLD	81,100	73,095	(8,005.21)
4015	SALES DISCOUNTS	5,000	6,202	1,202.40
4020	CASH (OVER) SHORT	200	124	(76.13)
4050	RETIREMENT	62,679	72,645	9,966.01
4060	FICA	22,292	21,146	(1,145.78)
4070	EMPLOYEES' INSURANCE	116,216	115,238	(977.58)
4090	VACATION PAY EXPENSE	-	3,988	3,988.05
4100	SICK PAY EXPENSE	-	3,249	3,248.71
4110	NET OPEB EXPENSE	1,351	1,570	219.00
4520	LICENSES & PERMITS	62	490	428.00
4600	WORKERS' COMPENSATION	1,035	1,431	396.07
4610	PROPERTY & LIAB/INS & UNINSUR	19,945	20,115	170.28
4666	INVENTORY ADJUSTMENTS	605	3,153	2,547.59
5730	BANK CHARGES	6,400	5,217	(1,183.20)
9030	DEPRECIATION EXPENSE	21,122	15,490	(5,632.47)
	TOTALS	$ 850,861	$ 850,330	(530.76)

DEPT. 39 - MANATEE CENTER ADMINISTRATION

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
5710	STORM EXPENSES	$ -	$ -	$ -
9000	CITY DISTRIBUTION	428	428	-
	TOTALS	$ 428	$ 428	$ -

DEPT. 02 - TREASURE COAST ENERGY CENTER

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,012,134	$ 1,054,189	$ 42,055
1020	OVERTIME	400,000	386,618	(13,382)
2170	TRAINING	1,000	452	(548)
2172	CAR ALLOWANCE	2,580	2,580	-
2230	EMPLOYEE RELATIONS	1,000	550	(450)
3316	OPERATING SUPPLIES	1,000	450	(550)
4050	RETIREMENT	279,529	268,420	(11,109)
4060	FICA	108,028	104,069	(3,959)
4070	EMPLOYEES' INSURANCE	206,884	191,288	(15,596)
4090	VACATION PAY EXPENSE	-	(6,788)	(6,788)
4100	SICK PAY EXPENSE	-	45,930	45,930
4110	NET OPEB EXPENSE	2,432	2,512	80
4600	WORKERS' COMPENSATION	10,684	8,006	(2,678)
4610	PROPERTY & LIAB/INS & UNINSUR	504	500	(4)
		$ 2,025,775	$ 2,058,777	$ 33,002

DEPT. 10 - BOARD

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 17,853	$ 17,908	$ 55
2170	TRAINING	10,000	8,701	(1,299)
2171	TRAVEL	-	658	658
2172	CAR ALLOWANCE	11,300	11,900	600
2190	COMMUNICATIONS	2,500	2,658	158
3311	OFFICE SUPPLIES	123	346	223
4060	FICA	1,366	2,111	745
4070	EMPLOYEES' INSURANCE	93,622	92,643	(979)
4600	WORKERS' COMPENSATION	313	315	2
4610	PROPERTY & LIAB/INS & UNINSUR	264	262	(2)
	TOTALS	$ 137,341	$ 137,502	$ 161

DEPT. 11 - DIRECTOR OF UTILITIES

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 279,365	$ 279,624	$ 259
2133	MAINTENANCE OF EQUIPMENT	-	678	678
2139	MAINTENANCE/SERVICE CONTRACTS	500	652	152
2140	POSTAGE	-	102	102
2151	PRINTING	47	32	(15)
2164	PROFESS. FEES - CONSULTING/ENG	25,000	21,331	(3,669)
2170	TRAINING	9,000	10,522	1,522
2171	TRAVEL	2,000	2,854	854
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	2,100	2,174	74
2230	EMPLOYEE RELATIONS	12,425	12,638	213
2240	BUSINESS RELATIONS	3,020	515	(2,505)
2250	COMMUNITY RELATIONS	-	177	177
2260	MEMBERSHIPS - PROFESSIONAL	1,700	765	(935)
2262	MEMBERSHIPS - CIVIC	425	475	50
3311	OFFICE SUPPLIES	2,500	802	(1,698)
3313	SUBSCRIPTIONS	180	250	70
3316	OPERATING SUPPLIES	-	80	80
4050	RETIREMENT	60,091	69,945	9,854
4060	FICA	21,371	19,482	(1,889)
4070	EMPLOYEES' INSURANCE	59,481	59,242	(239)
4090	VACATION PAY EXPENSE	-	(5,598)	(5,598)
4100	SICK PAY EXPENSE	-	9,628	9,628
4110	NET OPEB EXPENSE	540	628	88
4520	LICENSES & PERMITS	102	49	(53)
4600	WORKERS' COMPENSATION	360	307	(53)
4610	PROPERTY & LIAB/INS & UNINSUR	4,104	4,107	3
9030	DEPRECIATION	-	3,863	3,863
	TOTALS	$ 489,471	$ 500,483	$ 11,012

DEPT. 12 - GENERAL COUNSEL

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 166,083	$ 163,974	$ (2,109)
2139	MAINTENANCE/SERVICE CONTRACTS	-	9	9
2166	PROFESSIONAL FEES - OTHER	100,000	27,839	(72,161)
2170	TRAINING	9,000	7,625	(1,375)
2171	TRAVEL	500	-	(500)
2172	CAR ALLOWANCE	4,085	4,085	-
2190	COMMUNICATIONS	2,200	2,381	181
2260	MEMBERSHIPS - PROFESSIONAL	1,000	463	(537)
3311	OFFICE SUPPLIES	2,000	1,133	(867)
3313	SUBSCRIPTIONS	6,000	40	(5,960)
4050	RETIREMENT	35,724	42,485	6,761
4060	FICA	12,705	13,173	468
4070	EMPLOYEES' INSURANCE	8,948	12,555	3,607
4090	VACATION PAY EXPENSE	-	10,273	10,273
4100	SICK PAY EXPENSE	-	11,720	11,720
4110	NET OPEB EXPENSE	540	628	88
4600	WORKERS' COMPENSATION	137	244	107
4610	PROPERTY & LIAB/INS & UNINSURED	-	3,888	3,888
	TOTALS	$ 348,922	$ 302,514	$ (46,408)

DEPT. 14 - CHIEF FINANCIAL OFFICER

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 215,925	$ 215,043	$ (882)
1020	OVERTIME	-	429	429
2140	POSTAGE	100	-	(100)
2151	PRINTING	-	27	27
2164	PROFESSIONAL FEES - CONSULT/ENG	15,000	14,015	(985)
2166	PROFESSIONAL FEES - OTHER	5,000	-	(5,000)
2170	TRAINING	5,500	1,045	(4,455)
2172	CAR ALLOWANCE	5,160	5,590	430
2190	COMMUNICATIONS	1,600	1,642	42
2230	EMPLOYEE RELATIONS	150	43	(107)
2260	MEMBERSHIPS - PROFESSIONAL	375	150	(225)
3311	OFFICE SUPPLIES	1,000	140	(860)
4050	RETIREMENT	46,445	54,291	7,846
4060	FICA	16,518	16,549	31
4070	EMPLOYEES' INSURANCE	25,610	40,820	15,210
4090	VACATION PAY EXPENSE	-	(1,495)	(1,495)
4100	SICK PAY EXPENSE	-	41,280	41,280
4520	LICENSES & PERMITS	-	(4,254)	(4,254)
4110	NET OPEB EXPENSE	270	314	44
4600	WORKERS' COMPENSATION	250	243	(7)
4610	PROPERTY & LIAB/INS & UNINSURED	5,484	5,125	(359)
	TOTALS	$ 344,387	$ 390,996	$ 46,609

DEPT. 15 - HUMAN RESOURCES

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 317,045	$ 290,847	$ (26,198)
1020	OVERTIME	500	338	(162)
2110	ADVERTISING	155	50	(105)
2131	MAINTENANCE OF STRUCTURES	-	1,015	1,015
2139	MAINTENANCE/SERVICE CONTRACTS	19,402	15,255	(4,147)
2140	POSTAGE	330	120	(210)
2151	PRINTING	100	67	(33)
2164	PROFESS. FEES - CONSULTING/ENG	20,000	43,231	23,231
2166	PROFESSIONAL FEES - OTHER	10,000	2,625	(7,375)
2170	TRAINING	20,000	23,268	3,268
2171	TRAVEL	450	1,356	906
2172	CAR ALLOWANCE	4,385	4,385	-
2190	COMMUNICATIONS	900	936	36
2230	EMPLOYEE RELATIONS	1,144	2,487	1,343
2240	BUSINESS RELATIONS	1,038	22	(1,016)
2260	MEMBERSHIPS - PROFESSIONAL	800	1,191	391
3311	OFFICE SUPPLIES	3,902	7,645	3,743
3313	SUBSCRIPTIONS	-	(1,399)	(1,399)
4050	RETIREMENT	68,304	74,048	5,744
4060	FICA	24,292	21,557	(2,735)
4070	EMPLOYEES' INSURANCE	70,174	74,652	4,478
4080	EMPLOYEE SUGGESTIONS & AWARDS	8,503	6,032	(2,471)
4090	VACATION PAY EXPENSE	-	8,439	8,439
4100	SICK PAY EXPENSE	-	8,473	8,473
4110	NET OPEB EXPENSE	1,081	1,256	175
4600	WORKERS' COMPENSATION	3,152	253	(2,899)
4610	PROPERTY & LIAB/INS & UNINSUR	57,992	7,986	(50,006)
4640	PROPERTY & LIAB/INS & UNINSUR	-	3,300	3,300
	TOTALS	$ 633,649	$ 599,435	$ (34,214)

DEPT. 18 - SAFETY

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 29,699	$ 27,113	$ (2,586)
2132	MAINTENANCE OF VEHICLES	1,525	1,547	22
2133	MAINTENACE OF EQUIPMENT	-	150	150
2139	MAINTENANCE/SERVICE CONTRACTS	10,000	4,194	(5,806)
2151	PRINTING	-	27	27
2166	PROFESSIONAL FEES - OTHER	-	336	336
2170	TRAINING	10,000	3,360	(6,640)
2190	COMMUNICATIONS	1,200	1,316	116
2200	UTILITIES	1,380	1,737	357
2230	EMPLOYEE RELATIONS	5,000	2,350	(2,650)
3311	OFFICE SUPPLIES	72	562	490
3316	OPERATING SUPPLIES	26,399	25,027	(1,372)
3331	VEHICLE SUPPLIES	2,433	557	(1,876)
4050	RETIREMENT	6,388	6,866	478
4060	FICA	2,272	1,956	(316)
4070	EMPLOYEES' INSURANCE	12,600	8,997	(3,603)
4080	EMPLOYEE SUGGESTIONS & AWARDS	893	-	(893)
4090	VACATION PAY EXPENSE	-	1,536	1,536
4100	SICK PAY EXPENSE	-	1,764	1,764
4110	NET OPEB EXPENSE	270	314	44
4600	WORKERS' COMPENSATION	331	244	(87)
4610	PROPERTY & LIAB/INS & UNINSUR	2,928	2,927	(1)
	TOTALS	$ 113,390	$ 92,879	$ (20,511)

DEPT. 21 - FINANCE

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 618,433	$ 593,852	$ (24,581)
1020	OVERTIME	3,000	3,011	11
2139	MAINTENANCE/SERVICE CONTRACTS	1,200	790	(410)
2140	POSTAGE	50	-	(50)
2151	PRINTING	-	1,051	1,051
2161	PROFESSIONAL FEES - AUDIT	64,600	60,600	(4,000)
2164	PROFESS. FEES - CONSULTING/ENG	41,000	18,650	(22,350)
2166	PROFESSIONAL FEES - OTHER	19,900	21,700	1,800
2170	TRAINING	9,000	3,742	(5,258)
2171	TRAVEL	500	251	(249)
2172	CAR ALLOWANCE	1,925	1,925	-
2190	COMMUNICATIONS	500	897	397
2230	EMPLOYEE RELATIONS	1,000	474	(526)
2250	COMMUNITY RELATIONS	-	-	-
2260	MEMBERSHIPS - PROFESSIONAL	1,100	994	(106)
3311	OFFICE SUPPLIES	8,000	5,401	(2,599)
3313	SUBSCRIPTIONS	100	-	(100)
4020	CASH (OVER) SHORT	-	(1,550)	(1,550)
4050	RETIREMENT	133,670	146,704	13,034
4060	FICA	47,540	42,050	(5,490)
4070	EMPLOYEES' INSURANCE	211,379	201,862	(9,517)
4090	VACATION PAY EXPENSE	-	(5,312)	(5,312)
4100	SICK PAY EXPENSE	-	(32,042)	(32,042)
4110	NET OPEB EXPENSE	2,432	3,140	708
4520	LICENSES & PERMITS	250	-	(250)
4600	WORKERS' COMPENSATION	689	567	(122)
4610	PROPERTY & LIAB/INS & UNINSUR	13,788	13,787	(1)
5730	BANK CHARGES	610,600	464,035	(146,565)
9030	DEPRECIATION	-	1,264	1,264
	TOTALS	$ 1,790,656	$ 1,547,844	$ (242,812)

DEPT. 22 - SUPPLY CHAIN MANAGEMENT

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 462,325	$ 415,382	$ (46,943)
1020	OVERTIME	7,000	8,394	1,394
2110	ADVERTISING	3,500	2,235	(1,265)
2122	RENTALS	2,397	-	(2,397)
2132	MAINTENANCE OF VEHICLES	10,000	13,241	3,241
2133	MAINTENANCE OF EQUIPMENT	2,000	-	(2,000)
2139	MAINTENANCE/SERVICE CONTRACTS	10,000	1,029	(8,971)
2140	POSTAGE	24	-	(24)
2151	PRINTING	-	54	54
2170	TRAINING	5,000	5,456	456
2171	TRAVEL	500	-	(500)
2190	COMMUNICATIONS	3,700	4,135	435
2200	UTILITIES	46,140	56,083	9,943
2230	EMPLOYEE RELATIONS	350	260	(90)
2260	MEMBERSHIPS - PROFESSIONAL	500	530	30
3311	OFFICE SUPPLIES	2,000	4,270	2,270
3313	SUBSCRIPTIONS	2,547	-	(2,547)
3316	OPERATING SUPPLIES	16,981	9,131	(7,850)
3331	VEHICLE SUPPLIES	16,031	13,534	(2,497)
3340	SMALL TOOLS	6,473	3,202	(3,271)
4050	RETIREMENT	100,952	105,489	4,537
4060	FICA	35,903	30,216	(5,687)
4070	EMPLOYEES' INSURANCE	137,845	121,992	(15,853)
4090	VACATION PAY EXPENSE	-	(1,675)	(1,675)
4100	SICK PAY EXPENSE	-	(12,369)	(12,369)
4110	NET OPEB EXPENSE	1,891	2,826	935
4520	LICENSES & PERMITS	155	50	(105)
4600	WORKERS' COMPENSATION	5,889	3,973	(1,916)
4610	PROPERTY & LIAB/INS & UNINSUR	32,739	32,599	(140)
4666	INVENTORY ADJUSTMENTS	10,000	60,963	50,963
9030	DEPRECIATION EXPENSE	44,347	46,488	2,141
	TOTALS	$ 967,189	$ 927,489	$ (39,700)

DEPT. 31 - CHIEF OPERATING OFFICER

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 151,671	$ 151,724	$ 53
2139	MAINTENANCE/SERVICE CONTRACTS	-	24	24
2164	PROFESSIONAL FEES - CONSULT/ENG	50,000	21,255	(28,745)
2170	TRAINING	5,000	2,536	(2,464)
2171	TRAVEL	2,137	2,759	622
2172	CAR ALLOWANCE	5,160	5,160	-
2230	EMPLOYEE RELATIONS	43	-	(43)
2240	BUSINESS RELATIONS	376	-	(376)
2260	MEMBERSHIPS - PROFESSIONAL	379	-	(379)
2262	MEMBERSHIPS - CIVIC	75,750	62,500	(13,250)
4050	RETIREMENT	32,624	38,975	6,351
4060	FICA	11,603	11,653	50
4070	EMPLOYEES' INSURANCE	33,480	33,410	(70)
4090	VACATION PAY EXPENSE	-	1,590	1,590
4100	SICK PAY EXPENSE	-	9,663	9,663
4110	NET OPEB EXPENSE	270	314	44
4520	LICENSES & PERMITS	102	-	(102)
4600	WORKERS' COMPENSATION	126	63	(63)
4610	PROPERTY & LIAB/INS & UNINSUR	2,196	2,191	(5)
9030	DEPRECIATION EXPENSE	14,100	13,961	(140)
	TOTALS	$ 385,017	$ 357,776	$ (27,241)

DEPT. 32 - INFORMATION TECHNOLOGY SERVICES

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 953,886	$ 925,420	$ (28,466)
1020	OVERTIME	10,000	5,465	(4,535)
2132	MAINTENANCE OF VEHICLES	1,500	3,686	-
2133	MAINTENANCE OF EQUIPMENT	25,000	3,977	(21,023)
2139	MAINTENANCE/SERVICE CONTRACTS	500,000	286,507	(213,493)
2140	POSTAGE	500	-	(500)
2151	PRINTING	30	30	-
2164	PROFESS. FEES - CONSULTING/ENG	600,000	258,673	(341,327)
2170	TRAINING	32,371	16,537	(15,834)
2171	TRAVEL	500	386	(114)
2172	CAR ALLOWANCE	3,300	3,300	-
2190	COMMUNICATIONS	596,900	598,509	1,609
2230	EMPLOYEE RELATIONS	850	-	(850)
2240	BUSINESS RELATIONS	300	-	(300)
3311	OFFICE SUPPLIES	1,000	646	(354)
3313	SUBSCRIPTIONS	1,442,763	1,078,286	(364,477)
3316	OPERATING SUPPLIES	450,804	231,580	(219,224)
3331	VEHICLE SUPPLIES	1,500	1,217	(283)
3340	SMALL TOOLS	250	15	(235)
4050	RETIREMENT	207,332	222,858	15,526
4060	FICA	73,737	63,362	(10,375)
4070	EMPLOYEES' INSURANCE	306,862	304,333	(2,529)
4090	VACATION PAY EXPENSE	-	(6,594)	(6,594)
4100	SICK PAY EXPENSE	-	(11,132)	(11,132)
4110	NET OPEB EXPENSE	4,053	4,396	343
4600	WORKERS' COMPENSATION	1,065	945	(120)
4610	PROPERTY & LIAB/INS & UNINSUR	38,218	41,787	3,569
9030	DEPRECIATION EXPENSE	447,619	325,515	(122,104)
	TOTALS	$ 5,700,340	$ 4,359,703	$ (1,340,637)

DEPT. 35 - FACILITIES

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 300,684	$ 298,538	$ (2,146)
1020	OVERTIME	20,000	12,819	(7,181)
2122	RENTALS	8,000	5,906	(2,094)
2131	MAINTENANCE OF STRUCTURES	100,000	31,727	(68,273)
2132	MAINTENANCE OF VEHICLES	15,000	8,136	(6,864)
2139	MAINTENANCE/SERVICE CONTRACTS	280,000	274,825	(5,175)
2140	POSTAGE	5,620	3,092	(2,528)
2151	PRINTING	50	27	(23)
2164	PROFESSIONAL FEES - CONSULT/ENG	60,000	15,225	(44,775)
2170	TRAINING	5,000	451	(4,549)
2171	TRAVEL	1,500	716	(784)
2190	COMMUNICATIONS	6,300	6,971	671
2200	UTILITIES	66,980	70,830	3,850
2230	EMPLOYEE RELATIONS	361	305	(56)
2260	MEMBERSHIPS - PROFESSIONAL	700	437	(263)
3311	OFFICE SUPPLIES	2,241	5,556	3,315
3313	SUBSCRIPTIONS	223	-	(223)
3316	OPERATING SUPPLIES	15,000	19,211	4,211
3331	VEHICLE SUPPLIES	12,000	4,963	(7,037)
3340	SMALL TOOLS	10,000	4,774	(5,226)
4050	RETIREMENT	68,979	66,855	(2,124)
4060	FICA	24,532	23,240	(1,292)
4070	EMPLOYEES' INSURANCE	78,708	77,149	(1,559)
4090	VACATION PAY EXPENSE	-	(7,113)	(7,113)
4100	SICK PAY EXPENSE	-	(7,129)	(7,129)
4110	NET OPEB EXPENSE	2,161	1,884	(277)
4520	LICENSES & PERMITS	2,215	150	(2,065)
4600	WORKERS' COMPENSATION	4,918	4,624	(294)
4610	PROPERTY & LIAB/INS & UNINSUR	28,189	26,544	(1,645)
9030	DEPRECIATION EXPENSE	5,196	8,242	3,046
	TOTALS	$ 1,124,557	$ 958,954	$ (165,603)

DEPT. 41 - PUBLIC AFFAIRS - SUSTAINABILITY

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 327,590	$ 335,699	$ 8,109
1020	OVERTIME	2,000	1,196	(804)
2110	ADVERTISING	12,868	9,867	(3,001)
2151	PRINTING	21,500	14,760	(6,740)
2164	PROFESSIONAL FEES - CONSULT/ENG	80,166	23,600	(56,566)
2166	PROFESSIONAL FEES - OTHER	4,120	507	(3,613)
2170	TRAINING	7,750	8,557	807
2171	TRAVEL	4,000	3,358	(642)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	600	580	(20)
2230	EMPLOYEE RELATIONS	30,000	24,565	(5,435)
2240	BUSINESS RELATIONS	1,090	290	(800)
2250	COMMUNITY RELATIONS	54,500	40,124	(14,376)
2260	MEMBERSHIPS - PROFESSIONAL	350	1,365	1,015
2262	MEMBERSHIPS - CIVIC	2,500	1,685	(815)
3311	OFFICE SUPPLIES	3,122	1,782	(1,340)
3313	SUBSCRIPTIONS	120	120	(0)
3316	OPERATING SUPPLIES	10,050	9,996	(54)
4050	RETIREMENT	70,895	84,940	14,045
4060	FICA	25,214	25,547	333
4070	EMPLOYEES' INSURANCE	43,468	54,504	11,036
4090	VACATION PAY EXPENSE	-	1,527	1,527
4100	SICK PAY EXPENSE	-	19,289	19,289
4110	NET OPEB EXPENSE	1,351	1,884	533
4600	WORKERS' COMPENSATION	63	315	252
4610	PROPERTY & LIAB/INS & UNINSUR	5,100	5,096	(4)
	TOTALS	$ 713,577	$ 676,312	$ (37,265)

DEPT. 43 - CUSTOMER SERVICE

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,095,095	$ 1,019,908	$ (75,187)
1020	OVERTIME	15,000	13,850	(1,150)
2139	MAINTENANCE/SERVICE CONTRACTS	151,410	127,212	(24,198)
2140	POSTAGE	1,783	897	(886)
2151	PRINTING	2,000	-	(2,000)
2165	TEMPORARY LABOR	1,363	1,330	(33)
2166	PROFESSIONAL FEES - OTHER	4,000	1,962	(2,038)
2170	TRAINING	17,000	10,199	(6,801)
2172	CAR ALLOWANCE	275	275	-
2190	COMMUNICATIONS	6,200	6,903	703
2230	EMPLOYEE RELATIONS	8,000	4,845	(3,155)
2260	MEMBERSHIPS - PROFESSIONAL	386	-	(386)
2290	BILLING HOUSING AUTHORITY	2,800	1,950	(850)
3311	OFFICE SUPPLIES	13,379	11,701	(1,678)
3316	OPERATING SUPPLIES	5,146	4,833	(313)
4020	CASH (OVER) SHORT	100	(529)	(629)
4050	RETIREMENT	198,909	219,984	21,075
4060	FICA	84,922	73,588	(11,334)
4070	EMPLOYEES' INSURANCE	439,912	437,899	(2,013)
4090	VACATION PAY EXPENSE	-	7,734	7,734
4100	SICK PAY EXPENSE	-	3,146	3,146
4110	NET OPEB EXPENSE	5,674	6,594	920
4600	WORKERS' COMPENSATION	1,817	1,324	(493)
4610	PROPERTY & LIAB/INS & UNINSUR	15,744	15,741	(3)
4640	UNEMPLOYMENT CLAIMS	-	100	100
9030	DEPRECIATION EXPENSE	12,911	-	(12,911)
	TOTALS	$ 2,083,826	$ 1,971,445	$ (112,381)

DEPT. 44 - UTILITY OPERATIONS

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 282,596	$ 289,725	$ 7,129
1020	OVERTIME	500	22	(478)
2122	RENTALS	11,000	3,558	(7,442)
2132	MAINTENANCE OF VEHICLES	12,000	19,945	7,945
2133	MAINTENANCE OF EQUIPMENT	5,000	5,529	529
2139	MAINTENANCE/SERVICE CONTRACTS	56,328	16,724	(39,604)
2140	POSTAGE	250,000	243,380	(6,620)
2151	PRINTING	58,000	45,711	(12,289)
2170	TRAINING	23,000	10,021	(12,979)
2171	TRAVEL	1,500	1,364	(136)
2172	CAR ALLOWANCE	3,300	3,300	-
2190	COMMUNICATIONS	3,300	4,880	1,580
2230	EMPLOYEE RELATIONS	750	325	(425)
3311	OFFICE SUPPLIES	47,500	20,447	(27,053)
3316	OPERATING SUPPLIES	40,000	27,835	(12,165)
3331	VEHICLE SUPPLIES	34,000	25,541	(8,459)
3340	SMALL TOOLS	-	440	440
4050	RETIREMENT	48,155	211,151	162,996
4060	FICA	21,657	62,766	41,109
4070	EMPLOYEES' INSURANCE	412,431	411,588	(843)
4090	VACATION PAY EXPENSE	-	3,928	3,928
4100	SICK PAY EXPENSE	-	25,475	25,475
4110	NET OPEB EXPENSE	4,863	5,651	788
4600	WORKERS' COMPENSATION	12,075	21,514	9,439
4610	PROPERTY & LIAB/INS & UNINSUR	17,280	17,933	653
5729	INTEREST - OTHER	-	5,677	5,677
9030	DEPRECIATION	30,919	56,527	25,608
	TOTALS	$ 1,376,154	$ 1,540,955	$ 164,801

DEPT. 46 - GEOSPATIAL TECHNOLOGY SERVICES

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 372,712	$ 340,053	$ (32,659)
2164	PROFESSIONAL FEES - CONSULT/ENG	100,000	62,935	(37,065)
2170	TRAINING	19,320	4,326	(14,994)
2171	TRAVEL	166	153	(13)
2172	CAR ALLOWANCE	3,300	3,300	-
2190	COMMUNICATIONS	2,100	2,271	171
2230	EMPLOYEE/VOLUNTEER RELATIONS	400	78	(322)
2260	MEMBERSHIPS - PROFESSIONAL	294	-	(294)
3311	OFFICE SUPPLIES	1,000	694	(306)
4050	RETIREMENT	80,170	86,334	6,164
4060	FICA	28,512	25,075	(3,437)
4070	EMPLOYEES' INSURANCE	85,673	85,230	(443)
4090	VACATION PAY EXPENSE	-	3,654	3,654
4100	SICK PAY EXPENSE	-	6,898	6,898
4110	NET OPEB EXPENSE	1,351	1,569	218
4600	WORKERS' COMPENSATION	1,159	903	(256)
4610	PROPERTY & LIAB/INS & UNINSUR	13,128	13,125	(3)
	TOTALS	$ 709,285	$ 636,598	$ (72,687)

DEPT. 49 - ADMINISTRATIVE & GENERAL-ADMINISTRATION

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
2122	RENTALS	$ 5,000	$ 402	$ (4,598)
2131	MAINTENANCE OF STRUCTURES	50,000	7,937	(42,063)
2133	MAINTENANCE OF EQUIPMENT	800	-	(800)
2139	MAINTENANCE/SERVICE CONTRACTS	100,000	1,033	(98,967)
2166	PROFESSIONAL FEES - OTHER	966	-	(966)
2190	COMMUNICATIONS	30,300	34,128	3,828
3316	OPERATING SUPPLIES	4,000	2,224	(1,776)
4509	OTHER TAXES	10,840	10,840	-
4520	LICENSES & PERMITS	77	75	(2)
4610	PROPERTY & LIAB/INS & UNINSURED	51,875	48,444	(3,431)
4700	UTILITY BAD DEBT EXPENSE	14,840	8,301	(6,539)
5710	STORM EXPENSES	35,762	-	(35,762)
5729	INTEREST - OTHER	13,000	-	(13,000)
	TOTALS	$ 317,460	$ 113,385	$ (204,075)

DEPT. 51 - DIRECTOR OF ELECTRIC & GAS SYSTEMS

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 147,373	$ 156,142	$ 8,769
2151	PRINTING	-	27	27
2164	PROFESS. FEES - CONSULTING/ENG	51,000	29,934	(21,066)
2170	TRAINING	3,500	688	(2,812)
2171	TRAVEL	800	(297)	(1,097)
2172	CAR ALLOWANCE	3,440	3,440	-
2190	COMMUNICATIONS	1,100	921	(179)
2230	EMPLOYEE RELATIONS	7,500	4,727	(2,773)
2260	MEMBERSHIPS - PROFESSIONAL	41,744	42,018	274
3311	OFFICE SUPPLIES	500	758	258
4050	RETIREMENT	23,221	27,477	4,256
4060	FICA	11,274	11,970	696
4070	EMPLOYEES' INSURANCE	38,525	41,523	2,998
4090	VACATION PAY EXPENSE	-	4,307	4,307
4100	SICK PAY EXPENSE	-	18,665	18,665
4110	NET OPEB EXPENSE	540	628	88
4600	WORKERS' COMPENSATION	298	307	9
4610	PROPERTY & LIAB/INS & UNINSUR	2,724	2,728	4
	TOTALS	$ 333,539	$ 345,962	$ 12,423

DEPT. 53 - ELECTRIC PURCHASES FOR RESALE

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
3360	PURCHASES FOR RESALE	$ 47,678,132	$ 46,470,272	$ (1,207,860)
	TOTALS	$ 47,678,132	$ 46,470,272	$ (1,207,860)

DEPT. 54 - ELECTRIC TRANSMISSION & DISTRIBUTION

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 2,491,189	$ 2,651,846	$ 160,657
1020	OVERTIME	310,000	323,221	13,221
2122	RENTALS	49,523	51,260	-
2132	MAINTENANCE OF VEHICLES	65,000	107,633	42,633
2133	MAINTENANCE OF EQUIPMENT	50,000	15,251	(34,749)
2139	MAINTENANCE/SERVICE CONTRACTS	754,450	659,058	(95,392)
2140	POSTAGE	264	44	(220)
2151	PRINTING	855	244	(611)
2166	PROFESSIONAL FEES - OTHER	2,307	2,954	647
2170	TRAINING	35,238	35,074	(164)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	647,800	646,797	(1,003)
2200	UTILITIES	111,490	111,465	(25)
2230	EMPLOYEE RELATIONS	600	2,508	1,908
3311	OFFICE SUPPLIES	1,000	1,187	187
3316	OPERATING SUPPLIES	298,482	385,092	86,610
3331	VEHICLE SUPPLIES	82,185	9,232	(72,953)
3340	SMALL TOOLS	20,000	9,842	(10,158)
4050	RETIREMENT	536,123	619,839	83,716
4060	FICA	214,292	223,532	9,240
4070	EMPLOYEES' INSURANCE	564,399	567,458	3,059
4090	VACATION PAY EXPENSE	-	(5,117)	(5,117)
4100	SICK PAY EXPENSE	-	6,523	6,523
4110	NET OPEB EXPENSE	7,295	8,478	1,183
4520	LICENSES & PERMITS	180	75	(105)
4600	WORKERS' COMPENSATION	25,314	26,083	769
4610	PROPERTY & LIAB/INS & UNINSUR	143,952	129,042	(14,910)
4666	INVENTORY ADJUSTMENTS	138,000	3,154	(134,846)
9005	DUPLICATE CHARGES - CREDIT	(52,284)	(54,534)	(2,250)
9030	DEPRECIATION EXPENSE	4,127,071	4,219,735	92,664
	TOTALS	$ 10,629,885	$ 10,762,134	$ 132,249

DEPT. 55 - ELECTRIC OPERATIONS

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,327,557	$ 1,303,101	$ (24,456)
1020	OVERTIME	85,000	78,023	(6,977)
2122	RENTALS	4,000	4,181	181
2132	MAINTENANCE OF VEHICLES	4,500	527	(3,973)
2133	MAINTENANCE OF EQUIPMENT	6,621	3,974	(2,647)
2139	MAINTENANCE/SERVICE CONTRACTS	60,000	46,930	(13,070)
2151	PRINTING	250	-	(250)
2164	PROFESSIONAL FEES - CONSULT/ENG	66,440	-	(66,440)
2165	TEMPORARY LABOR	5,450	-	(5,450)
2170	TRAINING	35,000	30,151	(4,850)
2171	TRAVEL	100	-	(100)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	26,500	26,344	(156)
2200	UTILITIES	5,100	5,049	(51)
2230	EMPLOYEE RELATIONS	1,200	553	(647)
2240	BUSINESS RELATIONS	500	-	(500)
3311	OFFICE SUPPLIES	11,000	16,893	5,893
3316	OPERATING SUPPLIES	22,000	15,023	(6,977)
3331	VEHICLE SUPPLIES	12,000	4,999	(7,001)
3340	SMALL TOOLS	9,500	4,549	(4,951)
4050	RETIREMENT	264,179	225,399	(38,780)
4060	FICA	108,061	81,336	(26,725)
4070	EMPLOYEES' INSURANCE	232,019	227,457	(4,562)
4090	VACATION PAY EXPENSE	-	(4,459)	(4,459)
4100	SICK PAY EXPENSE	-	1,195	1,195
4110	NET OPEB EXPENSE	2,972	3,454	482
4520	LICENSES & PERMITS	2,100	2,350	250
4600	WORKERS' COMPENSATION	9,417	32,168	22,751
4610	PROPERTY & LIAB/INS & UNINSUR	42,753	41,663	(1,090)
9030	DEPRECIATION EXPENSE	69,264	40,392	(28,872)
	TOTALS	$ 2,418,643	$ 2,196,413	$ (222,230)

DEPT. 56 - ELECTRIC & GAS ENGINEERING

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 634,199	$ 607,774	$ (26,425)
1020	OVERTIME	500	-	(500)
2132	MAINTENANCE OF VEHICLES	1,183	370	(813)
2139	MAINTENANCE/SERVICE CONTRACTS	500	282	(218)
2151	PRINTING	95	27	(68)
2164	PROFESS. FEES - CONSULTING/ENG	178,000	161,351	(16,649)
2170	TRAINING	20,000	18,683	(1,317)
2171	TRAVEL	258	-	(258)
2172	CAR ALLOWANCE	10,320	10,320	-
2190	COMMUNICATIONS	6,700	6,016	(684)
2230	EMPLOYEE RELATIONS	1,000	156	(844)
2240	BUSINESS RELATIONS	129	-	(129)
2260	MEMBERSHIPS - PROFESSIONAL	1,451	49	(1,402)
3311	OFFICE SUPPLIES	3,767	8,198	4,431
3313	SUBSCRIPTIONS	450	228	(222)
3316	OPERATING SUPPLIES	3,000	2,848	(152)
3331	VEHICLE SUPPLIES	9,575	5,134	(4,441)
4050	RETIREMENT	136,524	154,118	17,594
4060	FICA	48,554	44,888	(3,666)
4070	EMPLOYEES' INSURANCE	202,294	203,531	1,237
4090	VACATION PAY EXPENSE	-	10,165	10,165
4100	SICK PAY EXPENSE	-	16,148	16,148
4110	NET OPEB EXPENSE	2,432	2,826	394
4520	LICENSES & PERMITS	32,100	31,962	(138)
4600	WORKERS' COMPENSATION	7,253	4,280	(2,973)
4610	PROPERTY & LIAB/INS & UNINSUR	32,580	32,623	43
9030	DEPRECIATION EXPENSE	25,277	14,024	(11,253)
	TOTALS	$ 1,358,141	$ 1,336,001	$ (22,140)

DEPT. 59 - ADMINISTRATIVE & GENERAL ADMINISTRATION - ELECTRIC

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
2122	RENTALS	$ 1,885	$ 1,474	$ (411)
2131	MAINTENANCE OF STRUCTURES	30,000	19,831	(10,169)
2133	MAINTENANCE OF EQUIPMENT	1,200	-	(1,200)
2139	MAINTENANCE/SERVICE CONTRACTS	200,000	180,494	(19,507)
2166	PROFESSIONAL FEES - OTHER	3,541	-	(3,541)
2190	COMMUNICATIONS	13,900	15,914	2,014
3316	OPERATING SUPPLIES	9,800	6,246	(3,554)
4509	OTHER TAXES	7,287	19,735	12,448
4510	GROSS RECEIPTS TAX	2,459,600	1,832,665	(626,935)
4520	LICENSES & PERMITS	14,276	7,423	(6,853)
4531	CONTRIBUTIONS - CIVIC	352,216	331,001	(21,215)
4610	PROPERTY & LIAB INS PREMIUMS	345,762	339,744	(6,019)
4700	UTILITY BAD DEBT EXPENSE	246,124	128,079	(118,045)
5710	STORM EXPENSES	318,249	449,046	130,797
5721	INTEREST - BONDS	684,255	684,255	(1)
5723	INTEREST - DEPOSITS	127,708	140,248	12,540
5729	INTEREST - OTHER	5,000	4,129	(871)
5731	AMORTIZATION-BOND DISCOUNT	(58,818)	(58,818)	-
9000	CITY DISTRIBUTION	4,570,123	4,570,123	-
9030	DEPRECIATION EXPENSE	140,503	148,294	7,791
	TOTALS	$ 9,472,611	$ 8,819,881	$ (652,730)

DEPT. 61 - DIRECTOR OF WATER/WASTEWATER SYSTEMS

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 157,055	$ 156,528	$ (527)
2139	MAINTENANCE/SERVICE CONTRACTS	-	393	393
2164	PROFESS. FEES - CONSULTING/ENG	192,974	70,502	(122,472)
2166	PROFESSIONAL FEES - OTHER	75,009	-	(75,009)
2170	TRAINING	573	2,220	1,647
2171	TRAVEL	4,072	1,369	(2,703)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	800	893	93
2240	BUSINESS RELATIONS	574	76	(498)
2260	MEMBERSHIPS - PROFESSIONAL	131	-	(131)
2262	MEMBERSHIPS - CIVIC	196	-	(196)
3311	OFFICE SUPPLIES	2,000	-	(2,000)
4050	RETIREMENT	33,783	39,579	5,796
4060	FICA	12,015	12,349	334
4070	EMPLOYEES' INSURANCE	15,631	15,556	(75)
4090	VACATION PAY EXPENSE	-	(5,116)	(5,116)
4100	SICK PAY EXPENSE	-	1,704	1,704
4110	NET OPEB EXPENSE	270	314	44
4600	WORKERS' COMPENSATION	63	63	-
4610	PROPERTY & LIAB/INS & UNINSUR	2,268	2,270	2
	TOTALS	$ 502,574	$ 303,859	$ (198,715)

DEPT. 62 - WATER RESOURCES

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,452,765	$ 1,426,753	$ (26,012)
1020	OVERTIME	120,000	123,376	3,376
2110	ADVERTISING	500	588	88
2122	RENTALS	18,000	3,912	(14,088)
2132	MAINTENANCE OF VEHICLES	30,000	8,322	(21,678)
2133	MAINTENANCE OF EQUIPMENT	130,000	142,841	12,841
2139	MAINTENANCE/SERVICE CONTRACTS	280,000	242,341	(37,659)
2140	POSTAGE	250	99	(151)
2151	PRINTING	4,687	4,527	(160)
2164	PROFESS. FEES - CONSULTING/ENG	55,000	37,852	(17,148)
2165	TEMPORARY LABOR	20,000	(1,297)	(21,297)
2166	PROFESSIONAL FEES - OTHER	850	602,924	602,074
2170	TRAINING	15,000	5,616	(9,384)
2172	CAR ALLOWANCE	5,160	3,010	(2,150)
2190	COMMUNICATIONS	134,000	135,378	1,378
2200	UTILITIES	1,292,910	1,308,630	15,720
2230	EMPLOYEE RELATIONS	1,200	670	(530)
2260	MEMBERSHIPS - PROFESSIONAL	450	320	(130)
2262	MEMBERSHIPS - CIVIC	550	-	(550)
3311	OFFICE SUPPLIES	21,000	16,826	(4,174)
3313	SUBSCRIPTIONS	750	-	(750)
3316	OPERATING SUPPLIES	350,000	306,610	(43,390)
3320	CHEMICALS	1,434,000	1,330,111	(103,889)
3331	VEHICLE SUPPLIES	45,000	29,320	(15,680)
3340	SMALL TOOLS	6,000	8,709	2,709
3360	PURCHASES FOR RESALE	2,000	-	(2,000)
4050	RETIREMENT	318,939	353,793	34,854
4060	FICA	120,317	114,493	(5,824)
4070	EMPLOYEES' INSURANCE	454,069	432,341	(21,728)
4090	VACATION PAY EXPENSE	-	(3,891)	(3,891)
4100	SICK PAY EXPENSE	-	16,005	16,005
4110	NET OPEB EXPENSE	6,214	7,222	1,008
4520	LICENSES & PERMITS	7,000	3,450	(3,550)
4600	WORKERS' COMPENSATION	42,802	22,378	(20,424)
4610	PROPERTY & LIAB/INS & UNINSUR	378,386	377,090	(1,296)
9030	DEPRECIATION EXPENSE	2,146,010	2,045,402	(100,608)
	TOTALS	$ 8,893,809	$ 9,105,723	$ 211,914

DEPT. 64 - WATER DISTRIBUTION

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,367,989	$ 1,397,992	$ 30,003
1020	OVERTIME	170,000	181,554	11,554
2122	RENTALS	2,000	374	(1,626)
2132	MAINTENANCE OF VEHICLES	62,750	42,586	(20,164)
2133	MAINTENANCE OF EQUIPMENT	9,258	8,155	(1,103)
2139	MAINTENANCE/SERVICE CONTRACTS	275,000	287,356	12,356
2140	POSTAGE	-	11	11
2151	PRINTING	24	138	114
2166	PROFESSIONAL FEES - OTHER	3,988	4,669	681
2170	TRAINING	9,500	10,453	953
2171	TRAVEL	-	410	410
2190	COMMUNICATIONS	35,600	38,340	2,740
2200	UTILITIES	30,080	30,910	830
2230	EMPLOYEE RELATIONS	837	776	(61)
3311	OFFICE SUPPLIES	3,700	5,884	2,184
3316	OPERATING SUPPLIES	302,428	120,627	(181,801)
3331	VEHICLE SUPPLIES	85,000	89,309	4,309
3340	SMALL TOOLS	36,816	38,819	2,003
4050	RETIREMENT	289,506	331,546	42,040
4060	FICA	117,656	119,632	1,976
4070	EMPLOYEES' INSURANCE	482,853	486,697	3,844
4090	VACATION PAY EXPENSE	-	15,132	15,132
4100	SICK PAY EXPENSE	-	17,177	17,177
4110	NET OPEB EXPENSE	7,025	8,164	1,139
4520	LICENSES & PERMITS	6,500	7,524	1,024
4600	WORKERS' COMPENSATION	39,041	22,606	(16,435)
4610	PROPERTY & LIAB/INS & UNINSUR	67,136	80,704	13,568
4666	INVENTORY ADJUSTMENTS	-	(258)	(258)
9030	DEPRECIATION EXPENSE	2,776,223	3,241,191	464,968
	TOTALS	$ 6,180,910	$ 6,588,478	$ 407,568

DEPT. 66 - WATER/WASTEWATER ENGINEERING

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 813,371	$ 732,004	$ (81,367)
1020	OVERTIME	5,000	130	(4,870)
2132	MAINTENANCE OF VEHICLES	6,000	6,603	603
2133	MAINTENANCE OF EQUIPMENT	1,000	-	(1,000)
2139	MAINTENANCE/SERVICE CONTRACTS	2,000	25	(1,975)
2140	POSTAGE	9,538	8,410	(1,128)
2151	PRINTING	6,624	5,271	(1,353)
2164	PROFESSIONAL FEES - CONSULT/ENG	120,000	57,734	(62,266)
2166	PROFESSIONAL FEES - OTHER	2,000	-	(2,000)
2170	TRAINING	5,000	307	(4,693)
2171	TRAVEL	4,000	33	(3,967)
2172	CAR ALLOWANCE	15,480	15,480	-
2190	COMMUNICATIONS	2,800	2,935	135
2200	UTILITIES	27,190	28,073	883
2230	EMPLOYEE RELATIONS	600	868	268
2260	MEMBERSHIPS - PROFESSIONAL	2,000	266	(1,734)
3311	OFFICE SUPPLIES	7,800	5,745	(2,055)
3316	OPERATING SUPPLIES	10,000	8,821	(1,179)
3331	VEHICLE SUPPLIES	8,000	4,920	(3,080)
3340	SMALL TOOLS	500	285	(215)
4050	RETIREMENT	163,360	169,191	5,831
4060	FICA	62,605	55,099	(7,506)
4070	EMPLOYEES' INSURANCE	202,005	201,984	(21)
4090	VACATION PAY EXPENSE	-	4,158	4,158
4100	SICK PAY EXPENSE	-	23,458	23,458
4110	NET OPEB EXPENSE	3,242	4,082	840
4520	LICENSES & PERMITS	2,500	919	(1,581)
4600	WORKERS' COMPENSATION	14,764	7,595	(7,169)
4610	PROPERTY & LIAB/INS & UNINSUR	29,541	49,239	19,698
9030	DEPRECIATION EXPENSE	17,308	8,991	(8,317)
	TOTALS	$ 1,544,228	$ 1,402,627	$ (141,601)

DEPT. 69 - ADMINISTRATIVE & GENERAL ADMINISTRATION - WATER

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
2122	RENTALS	$ 4,067	$ 322	$ (3,745)
2131	MAINTENANCE OF STRUCTURES	30,000	10,640	(19,360)
2133	MAINTENANCE OF EQUIPMENT	300	-	(300)
2139	MAINTENANCE/SERVICE CONTRACTS	150,640	173,168	22,528
2166	PROFESSIONAL FEES - OTHER	773	-	(773)
2190	COMMUNICATIONS	18,600	20,558	1,958
3316	OPERATING SUPPLIES	6,000	2,356	(3,644)
4509	OTHER TAXES	12,546	24,635	12,089
4531	CONTRIBUTIONS - CIVIC	132,074	133,509	1,435
4610	PROPERTY & LIAB/INS & UNINSUR	57,725	52,915	(4,810)
4700	UTILITY BAD DEBT EXPENSE	44,795	21,653	(23,142)
5710	STORM EXPENSES	31,892	34,408	2,516
5721	INTEREST - BONDS	1,019,524	1,019,524	-
5723	INTEREST - DEPOSITS	47,216	51,858	4,642
5729	INTEREST - OTHER	5,000	2,822	(2,178)
5731	AMORTIZATION-BOND DISCOUNT	(96,425)	(96,425)	--
9000	CITY DISTRIBUTION	1,661,481	1,661,481	-
9030	DEPRECIATION EXPENSE	40,880	43,505	2,625
	TOTALS	$ 3,167,088	$ 3,156,928	$ (10,160)

DEPT. 74 - GAS OPERATIONS

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 945,444	$ 934,903	$ (10,541)
1020	OVERTIME	40,000	40,534	534
2110	ADVERTISING	45,076	47,741	2,665
2122	RENTALS	3,896	746	(3,150)
2132	MAINTENANCE OF VEHICLES	15,760	24,626	8,866
2133	MAINTENANCE OF EQUIPMENT	3,300	12,784	9,484
2139	MAINTENANCE/SERVICE CONTRACTS	37,000	35,327	(1,673)
2140	POSTAGE	339	178	(161)
2151	PRINTING	903	84	(819)
2166	PROFESSIONAL FEES - OTHER	2,824	2,085	(739)
2170	TRAINING	23,052	16,917	(6,135)
2171	TRAVEL	1,008	224	(784)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	19,800	19,017	(783)
2200	UTILITIES	16,680	17,133	453
2230	EMPLOYEE RELATIONS	289	280	(9)
2240	BUSINESS RELATIONS	144	-	(144)
2260	MEMBERSHIPS - PROFESSIONAL	15,000	16,034	1,034
3311	OFFICE SUPPLIES	2,107	2,131	24
3316	OPERATING SUPPLIES	74,879	84,173	9,294
3331	VEHICLE SUPPLIES	47,190	33,838	(13,352)
3340	SMALL TOOLS	11,156	11,599	443
4050	RETIREMENT	211,969	219,958	7,989
4060	FICA	75,386	63,615	(11,771)
4070	EMPLOYEES' INSURANCE	285,460	293,953	8,493
4090	VACATION PAY EXPENSE	-	5,993	5,993
4100	SICK PAY EXPENSE	-	10,086	10,086
4110	NET OPEB EXPENSE	3,782	4,396	614
4520	LICENSES & PERMITS	11,910	6,906	(5,004)
4600	WORKERS' COMPENSATION	15,540	14,416	(1,124)
4610	PROPERTY & LIAB/INS & UNINSUR	67,897	49,532	(18,365)
4666	INVENTORY ADJUSTMENTS	1,000	623	(377)
9030	DEPRECIATION EXPENSE	380,603	490,845	110,242
	TOTALS	$ 2,364,554	$ 2,465,836	$ 101,282

DEPT. 75 - NATURAL GAS PURCHASES FOR RESALE

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
3360	PURCHASES FOR RESALE	$ 3,000,000	$ 2,792,347	$ (207,653)
	TOTALS	$ 3,000,000	$ 2,792,347	$ (207,653)

DEPT. 79 - ADMINISTRATIVE & GENERAL ADMINISTRATION - GAS

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
2122	RENTALS	$ 343	$ 268	$ (75)
2131	MAINTENANCE OF STRUCTURES	3,000	2,763	(237)
2133	MAINTENANCE OF EQUIPMENT	250	-	(250)
2139	MAINTENANCE/SERVICE CONTRACTS	40,000	30,101	(9,899)
2166	PROFESSIONAL FEES - OTHER	644	-	(644)
2190	COMMUNICATIONS	4,300	4,650	350
3316	OPERATING SUPPLIES	3,000	1,136	(1,864)
4509	OTHER TAXES	801	1,556	755
4510	GROSS RECEIPTS TAX	106,000	112,461	6,461
4520	LICENSES & PERMITS	13,960	13,797	(163)
4531	CONTRIBUTIONS - CIVIC	34,558	30,589	(3,969)
4610	PROPERTY & LIAB/INS & UNINSUR	9,750	8,938	(813)
4700	UTILITY BAD DEBT EXPENSE	3,579	1,108	(2,471)
5710	STORM EXPENSES	4,801	5,180	379
5721	INTEREST - BONDS	378,461	378,461	-
5723	INTEREST - DEPOSITS	11,826	12,989	1,163
5729	INTEREST - OTHER	500	546	46
5731	AMORTIZATION-BOND DISCOUNT	(38,724)	(38,724)	-
9000	CITY DISTRIBUTION	356,179	356,179	-
9030	DEPRECIATION EXPENSE	25,578	27,073	1,495
	TOTALS	$ 958,806	$ 949,071	$ (9,735)

DEPT. 82 - WATER RECLAMATION

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,017,537	$ 1,011,478	$ (6,059)
1020	OVERTIME	50,000	20,236	(29,764)
2110	ADVERTISING	379	-	(379)
2122	RENTALS	11,000	8,344	(2,656)
2132	MAINTENANCE OF VEHICLES	7,439	9,166	1,727
2133	MAINTENANCE OF EQUIPMENT	90,000	2,811	(87,189)
2139	MAINTENANCE/SERVICE CONTRACTS	900,000	934,003	34,003
2140	POSTAGE	52	-	(52)
2151	PRINTING	-	54	54
2170	TRAINING	9,519	15,209	5,690
2171	TRAVEL	-	8	8
2172	CAR ALLOWANCE	5,880	5,880	-
2190	COMMUNICATIONS	183,700	183,852	152
2200	UTILITIES	689,830	633,536	(56,294)
2230	EMPLOYEE RELATIONS	724	145	(579)
2260	MEMBERSHIPS - PROFESSIONAL	205	60	(145)
3311	OFFICE SUPPLIES	3,525	3,649	124
3316	OPERATING SUPPLIES	71,320	83,075	11,755
3320	CHEMICALS	190,000	245,454	55,454
3331	VEHICLE SUPPLIES	17,620	12,186	(5,434)
3340	SMALL TOOLS	900	973	73
4050	RETIREMENT	203,863	253,969	50,106
4060	FICA	81,667	85,245	3,578
4070	EMPLOYEES' INSURANCE	268,129	273,723	5,594
4090	VACATION PAY EXPENSE	-	5,442	5,442
4100	SICK PAY EXPENSE	-	8,497	8,497
4110	NET OPEB EXPENSE	4,323	5,024	701
4520	LICENSES & PERMITS	1,392	2,092	700
4600	WORKERS' COMPENSATION	17,642	15,041	(2,601)
4610	PROPERTY & LIAB/INS & UNINSUR	116,216	115,594	(622)
9030	DEPRECIATION EXPENSE	1,284,980	1,239,438	(45,542)
	TOTALS	$ 5,227,842	$ 5,174,183	$ (53,659)

DEPT. 84 - WASTEWATER COLLECTION

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,229,028	$ 1,201,998	$ (27,030)
1020	OVERTIME	130,000	121,085	(8,915)
2110	ADVERTISING	250	-	(250)
2122	RENTALS	24,950	26,024	1,074
2132	MAINTENANCE OF VEHICLES	42,000	43,640	1,640
2133	MAINTENANCE OF EQUIPMENT	125,000	123,266	(1,734)
2139	MAINTENANCE/SERVICE CONTRACTS	350,000	275,251	(74,749)
2151	PRINTING	35	30	(5)
2166	PROFESSIONAL FEES - OTHER	2,260	1,985	(275)
2170	TRAINING	5,500	9,999	4,499
2171	TRAVEL	2,000	-	(2,000)
2172	CAR ALLOWANCE	5,880	5,880	-
2190	COMMUNICATIONS	13,900	14,177	277
2200	UTILITIES	360,010	330,200	(29,810)
2230	EMPLOYEE RELATIONS	730	335	(395)
3311	OFFICE SUPPLIES	2,040	1,541	(499)
3316	OPERATING SUPPLIES	275,000	284,928	9,928
3320	CHEMICALS	20,000	8,670	(11,330)
3331	VEHICLE SUPPLIES	65,000	66,053	1,053
3340	SMALL TOOLS	3,900	4,484	584
4050	RETIREMENT	277,657	268,772	(8,885)
4060	FICA	103,966	84,958	(19,008)
4070	EMPLOYEES' INSURANCE	349,467	356,149	6,682
4090	VACATION PAY EXPENSE	-	6,994	6,994
4100	SICK PAY EXPENSE	-	24,402	24,402
4110	NET OPEB EXPENSE	5,133	5,966	833
4520	LICENSES & PERMITS	14,000	15,837	1,837
4600	WORKERS' COMPENSATION	22,331	18,036	(4,295)
4610	PROPERTY & LIAB/INS & UNINSUR	163,158	166,521	3,363
4640	UNEMPLOYMENT CLAIMS	3,176	-	(3,176)
9030	DEPRECIATION EXPENSE	2,753,429	3,167,962	414,533
	TOTALS	$ 6,349,800	$ 6,635,144	$ 285,344

DEPT. 89 - ADMINISTRATIVE & GENERAL ADMINISTRATION - WASTEWATER

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
2122	RENTALS	$ 274	$ 214	$ (60)
2131	MAINTENANCE OF STRUCTURES	31,000	3,806	(27,194)
2133	MAINTENANCE OF EQUIPMENT	200	-	(200)
2139	MAINTENANCE/SERVICE CONTRACTS	107,536	138,420	30,884
2164	PROFESS. FEES - CONSULTING/ENG.	72,213	-	(72,213)
2166	PROFESSIONAL FEES - OTHER	515	-	(515)
2190	COMMUNICATIONS	10,200	11,476	1,276
3316	OPERATING SUPPLIES	5,390	2,506	(2,884)
4509	OTHER TAXES	6,960	11,867	4,907
4531	CONTRIBUTIONS - CIVIC	96,088	117,810	21,722
4610	PROPERTY & LIAB/INS & UNINSUR	52,975	48,560	(4,415)
4700	UTILITY BAD DEBT EXPENSE	39,936	19,867	(20,069)
5710	STORM EXPENSES	33,399	46,970	13,571
5721	INTEREST - BONDS	4,470,836	4,470,836	-
5723	INTEREST - DEPOSITS	33,496	36,789	3,293
5729	INTEREST - OTHER	2,500	2,090	(410)
5731	AMORTIZATION-BOND DISCOUNT	(463,558)	(463,558)	-
9000	CITY DISTRIBUTION	1,319,855	1,319,855	-
9030	DEPRECIATION EXPENSE	27,395	29,319	1,924
	TOTALS	$ 5,847,210	$ 5,796,828	$ (50,382)

DEPT. 93 - FPUAnet COMMUNICATIONS

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 790,196	$ 779,517	$ (10,679)
1020	OVERTIME	10,000	-	(10,000)
2110	ADVERTISING	7,300	3,414	(3,886)
2132	MAINTENANCE OF VEHICLES	7,500	16,477	8,977
2133	MAINTENANCE OF EQUIPMENT	2,812	1,115	(1,697)
2139	MAINTENANCE/SERVICE CONTRACTS	75,000	62,718	(12,282)
2140	POSTAGE	1,000	1,053	53
2151	PRINTING	2,127	-	(2,127)
2164	PROFESS. FEES - CONSULTING/ENG	8,343	-	(8,343)
2166	PROFESSIONAL FEES - OTHER	6,053	2,052	(4,001)
2170	TRAINING	19,457	18,269	(1,188)
2171	TRAVEL	1,848	444	(1,404)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	10,300	12,907	2,607
2200	UTILITIES	50	48	(2)
2230	EMPLOYEE RELATIONS	600	-	(600)
2240	BUSINESS RELATIONS	1,000	286	(714)
2250	COMMUNITY RELATEIONS	2,500	298	(2,202)
2260	MEMBERSHIPS - PROFESSIONAL	6,500	5,000	(1,500)
3311	OFFICE SUPPLIES	3,270	2,046	(1,224)
3313	SUBSCRIPTIONS	298	876	578
3316	OPERATING SUPPLIES	20,000	39,264	19,264
3331	VEHICLE SUPPLIES	13,000	10,221	(2,779)
3340	SMALL TOOLS	12,000	3,818	(8,182)
4050	RETIREMENT	172,122	206,312	34,190
4060	FICA	61,215	60,404	(811)
4070	EMPLOYEES' INSURANCE	251,458	257,107	5,649
4090	VACATION PAY EXPENSE	-	11,026	11,026
4100	SICK PAY EXPENSE	-	16,168	16,168
4110	NET OPEB EXPENSE	3,242	3,768	526
4520	LICENSES & PERMITS	600	600	-
4600	WORKERS' COMPENSATION	1,472	4,919	3,447
4610	PROPERTY & LIAB/INS & UNINSUR	18,024	17,019	(1,005)
4640	UNEMPLOYMENT CLAIMS	346	-	(346)
4666	INVENTORY ADJUSTMENTS	2,000	863	(1,137)
5710	STORM EXPENSES	-	5,610	5,610
9000	CITY DISTRIBUTION	16	-	(16)
9030	DEPRECIATION EXPENSE	319,304	457,702	138,398
	TOTALS	$ 1,836,113	$ 2,006,481	$ 170,368

DEPT. 95 - FPUAnet COMMUNICATIONS - PURCHASES FOR RESALE

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
3360	PURCHASES FOR RESALE	$ 80,000	$ 61,974	$ (18,026)
	TOTALS	$ 80,000	$ 61,974	$ (18,026)

DEPT. 99 - ADMINISTRATIVE & GENERAL

CODE	DESCRIPTION	AMENDED BUDGET FY 2025	FINAL BUDGET FY 2025	DIFFERENCE INCREASE (DECREASE)
4531	CONTRIBUTIONS - CIVIC	$ 10,853	$ 10,093	$ (760)
4610	PROPERTY & LIAB/INS & UNINSUR	5,525	5,065	(460)
4700	UTILITY BAD DEBT EXPENSE	376	(57)	(433)
5721	INTEREST - BONDS	127,500	127,500	-
5729	INTEREST - OTHER	-	24	24
5731	AMORTIZATION-BOND DISCOUNT	(29,820)	(29,820)	(0)
9000	CITY DISTRIBUTION	-	16	16
9030	AMORTIZATION	539	972	433
	TOTALS	$ 114,973	$ 113,791	$ (1,182)

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LINDA COX, CITY CLERK, CITY CLERK

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: FPUA FINAL BUDGET AMENDMENT

CAO RLS FILE: 26-81

DATE: MARCH 10, 2026

I have reviewed the above request for legal services related to the Resolution adopting the fiscal year 2025 amended budget for the FPUA. A clean copy of the Resolution, with a minor grammatical correction, has been uploaded, and is approved as to form and correctness.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **13. B.**

Meeting Date: 04/06/2026

Re: FPUA ACFR

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R23 Accepting the FPUA Annual Comprehensive Financial Report for FY2025 and annual distribution

SUMMARY:

n accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 178(c), FPUA is requesting approval and acceptance of FPUA's Comprehensive Annual Finance Report

RECOMMENDATION:

Approve the resolution accepting the report.

ALTERNATIVES:

Do not accept the report.

RESPONSIBLE STAFF:

Javier Cisneros, Director of Utilities

COORDINATED WITH:

Michele Harris, Chief Financial Officer
Linda W. Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

Distribution to the city will be $8,070,000

Attachments

26-R23
FY 2025 ACFR
City Attorney Approval

RESOLUTION NO. 26-R23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ACCEPTING THE FORT PIERCE UTILITIES AUTHORITY'S FY2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City of Fort Pierce Charter, Article XII, Section 178(c), the Fort Pierce Utilities Authority has submitted its FY2025 Annual Comprehensive Financial Report to the City Commission.

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

SECTION 1. In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 178 (c), City Commission accepts the Comprehensive Financial Report submitted by the Fort Pierce Utilities Authority and attached hereto as Exhibit A, as being the unmodified opinion of the auditors that FPUA's financial statements for the fiscal year ending September 30, 2025 are fairly presented in accordance with accounting principles generally accepted in the United States of America, and accept the filing of such audit with the City of Fort Pierce, the same to be kept together with the FPUA ACFR, on file with the City Clerk's office pursuant to the City Charter.

SECTION 2. Upon acceptance of the audit, the annual distribution in the amount of $8,070,000.00 will be paid by the Fort Pierce Utilities Authority to the City of Fort Pierce, Florida.

SECTION 3. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 6th day of April, 2026.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara K. Hedges, City Attorney

FPUA
COMMUNITY PROUD

Annual Comprehensive Financial Report

For The Fiscal Year Ended
September 30, 2025



Fort Pierce Utilities Authority

A Component Unit of the City of Fort Pierce

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Fort Pierce Utilities Authority

A Component Unit of the City of Fort Pierce, Florida

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the fiscal year ended September 30, 2025

Prepared by
Department of Finance

Michele Harris, CGFO
Chief Financial Officer
mharris@fpua.com
www.fpua.com

FORT PIERCE UTILITIES AUTHORITY
Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2025

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TEAM UA

CONNELL FITZPATRICK ♦ OMAR FOOTE ♦ DREW FRANEY ♦ JASON FRANKLIN ♦ FREDERICK GARCIA ♦ ERIKA GATINS ♦ ANDREW GERAGHTY ♦ GARY GILLESPIE ♦ KEVIN GELETY ♦ ELYSA GIBBONS ♦ PATRICK GILSINAN ♦ MICHAEL GOLDSMITH ♦ NORIEL FUMERO GADDIS ♦ EDUARDO GARCIA ♦ STEVEN GAUTHIER ♦ ANDON GIBBONS ♦ KRISTINA GILLETTE ♦ MONIQUE











ANTONIO GONZALEZ ♦ CROSBY GORE ♦ RAYMOND GRANT ♦ AARON GRAVES ♦ WILLIAM GRAY ♦ JENNIFER GREER ♦ MARIA GUERRERO ♦ RYLEE GUNN ♦ RONALD HAGWOOD ♦ MICHELE HARRIS ♦ JAMES HARRIS ♦ COLBY HARWARD ♦ MATTHEW HARWARD ♦ SENATOR HAYES ♦ STEVE HERDEMAN ♦ LARRY HICKMAN ♦ CLINTON HINER ♦ ADAM HOFFER ♦ KYLE HOLMAN ♦ BRANDON HOULE ♦ LILLIAN HUDMAN ♦ LINDA HUDSON ♦ TIMOTHY HUGHES ♦ BOWDOIN HUTCHINSON ♦ CHARLES IVORY ♦ MARCUS JACKSON ♦ SIDNEY JERGER ♦ TERRY JOHNSON ♦ CHRISTOPHER JOHNSON ♦ CHONTAE JOHNSON ♦ KATRINA JONES ♦ JOSHUA JORDAN ♦ KERVANS JOSEPH ♦ ANGELO JULIAN ♦ JESSICA KADIE BARCLAY ♦ WILLIAM KAEFF ♦ ADAM KEE ♦ MARK KOBBE ♦ MICHAEL KOENIG ♦ KUPER KRUEGER ♦ ASHLEY LEVIN ♦ KARINA LIVINGSTON ♦ KAREN LLANAS ♦ BENJAMIN LUCAS ♦ ALAN LUNA ♦ RAY

COMBINED YEARS OF DEDICATED HOMETOWN SERVICE

LYNN ♦ DONNA MACERA ♦ WANDA MAGNUSON ♦ WILLIAM MAIN ♦ TAMMY MALIN ♦ BARBARA MARSHALL BENNETT ♦ LAURIE MARTIN ♦ MELISSA MARTIN ♦ MICHAEL MARTIN ♦ MONSERRATH MARTINEZ ♦ KENNETH MAXWELL ♦ GEORGE MCMILLAN ♦ JOHN MCMILLIAN ♦ TERRANCE MCMILLON ♦ STONEY MCPEEK ♦ FRANCISCO MERCADO ♦ ERIC MEYER ♦ BARBARA MIKA ♦ JOSHUA MILLER ♦ VICTORIA MITCHELL ♦ JASON MITTLER ♦ KENNETH MORRIS ♦ STEVEN MOSELY ♦ STEVEN MURTO ♦ JOHN MUSSELWHITE ♦ KYLE MYERS ♦ CHRISTELLE MYRICK ♦ CHRISTOPHER NASSO ♦ ROBERT NEAL JR. ♦ MICHAEL NEILL ♦ THOMAS NEIMAN ♦ MELODY NELSON ♦ DINO NESSELRODE ♦ DAVID NOEL ♦ KIMBERLY OKUBO ♦ SHANNON ONDERLINDE ♦ JOHNNY ORTIZ ♦ SHANE OSTRANDER ♦ NANCY PALKA ♦ JACQUELINE PARKER ♦ SHELIA PARNELL ♦ KEVIN PARRISH ♦ EDWARD PATRICK ♦ DARIN PATTERSON ♦ ERIC PEARSON OLIVO ♦ ERIC PETERS ♦ JENNIFER PIETILA-WILLMS ♦ BARBARA PLASENCIA ♦ JON POOLE ♦ BRIAN PREWITT ♦ TONY PRICE ♦ CHARLES PUTNAM ♦ DAVID RACICOT ♦ FRANCISCO RAMOS ♦ STEPHANIE RAULERSON ♦ SERITTA REEVES ♦ DANIEL RETHERFORD ♦ J RHODEN ♦ TIMOTHY RICHARDS ♦ EDWIN RICHBERG ♦ LIZBETH RICO ♦ HEATHER RICUCCI ♦ ROBERTO RIGUAL ♦ WILLIAM ROBERSON ♦ EVERETTE ROBINSON ♦ JOHN ROCHFORD III ♦ WILLIAM ROLLE ♦ SAMANTHA ROWLAND ♦ TAYLOR ROYALS ♦ SCOTT RUBY ♦ MARIO SAINTELUS ♦ DERRICK SANDERS ♦ EVAN SAPIA ♦ DEBORAH SAVRDA ♦ JAMES SCHMITT ♦ JENNIFER SCHOFIELD ♦ SAL SCIMECA ♦ IAN SHARPE ♦ CHRISTOPHER SHINN ♦ JOSHUA SHOLANDER ♦ CARMELO SIGNORELLI ♦ STERLING SIMMONS ♦ OMARIOUS SIMMONS ♦ VALENTIME SIRMONS ♦ JULIE SIZEMORE ♦ SHAWN SMITH ♦ GUSTAVO SOTO CASTRO ♦ RYAN SPENCE ♦ DAVID STAUFFER ♦ KENNETH STEPHAN ♦ ANGELA STEPHENS ♦ BRIAN STEPHENS ♦ JOHN STEVENS ♦ KURTIS STRAND ♦ CHARLES SWINDLE ♦ DOMINIK SZCZEPANSKI ♦ TONYA TARDIF ♦ RACHEL TENNANT ♦ COLLEEN THURSTON ♦ JOSEPH TIETZ ♦ DANIEL TILLMAN ♦ NICOLE TIPTON ♦ ROBERT TIPTON ♦ WENDY TOMLINSON ♦ JENNIFER TOOMS ♦ GERMAN TORRES ♦ CUONG TRAN ♦ ANDREA TRASFERINI-SLOWN ♦ OSVALDO VALDES ♦ DAVID VANAUKEN ♦ ROBERT VAUGHN ♦ CHRISTOPHER VELARDO ♦ CHRISTOPHER WALLACE ♦ ANDREW WARE ♦ KARISSA WARE-CURRY ♦ EDMOND WILLIAMS ♦ STACEY WILLIAMS ♦ CAROL WILSON ♦ MITCHELL WILSON ♦ ROGER WINER ♦ OLIVER WINT ♦ SHARON WOLKOWICZ ♦ BRUCE WORLEY ♦ KEVIN YOUNG ♦







2024 BEST places to work ST. LUCIE COUNTY





















FORT PIERCE UTILITIES AUTHORITY

FORT PIERCE UTILITIES AUTHORITY AND EMPLOYEES ENHANCE THE QUALITY OF LIFE



It is our pleasure to provide economical, reliable, and friendly service to our Fort Pierce Community.

- FPUA employees reached an estimated **250 families** by donating school supplies at the United Way Pack the Backpack program. In addition to donations and supplies, 10 FPUA volunteers helped distribute **500 backpacks** to local families.
- FPUA has also secured approximately **$1,357,446** in funding from the PROMISE Network for the Low-Income Home Energy Assistance Program (LIHEAP). These funds have helped about **1,400** customers cover essential energy costs and avoid service interruptions. By combining rebates with access to federally funded energy assistance, FPUA strengthens community well-being while ensuring reliable and affordable utility services remain within reach for all households.
- After Hurricane Milton, FPUA hosted a staff appreciation luncheon to thank employees for their storm response efforts, with support from local businesses. Employees also formed the FPUA Cares Committee, raising **$1,752** through a bake sale and gift basket drawing to support five impacted FPUA families.
- FPUA sponsors community organizations and events that enhance the quality of life in our community. In FY25, FPUA provided **$35,345 in sponsorships for 33 different community programs**.
- FPUA directors and staff joined with numerous city, county and community groups for **Tunnels of Hope,** visiting two elementary schools to motivate and cheer nearly **700 school children** during State Exam Week and on their first day back to school with placards, signs and posters.
- FPUA provided **free public wi-fi at nine locations** throughout Fort Pierce. In FY25, this free community service provided average of 8,616 Gigabytes of free data usage.

MISSION STATEMENT

IN OUR COMMUNITY BY CONTRIBUTING TIME AND SERVICE YEAR-ROUND.

In Fiscal Year 2025, FPUA employees made an impact in more ways than one:



Engaged
43,247
community members at festivals and events



Stewards
Utility of the Future Today Award
Sustainable water reclamation relocation project recognized by Water Environment Federation



Donated
1,810 lbs
of nonperishable food thru department giving



Volunteered
655 hours
of their personal time throughout the community



Collected
500 lbs
of litter and trash during clean-up events



Blood Drive
10 gallons
Blood through bi-monthly employee blood drives

#COMMUNITY PROUD


FPUA
COMMUNITY PROUD

Fort Pierce Utilities Authority
Chief Financial Officer
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

March 17, 2026

Board Members
Fort Pierce Utilities Authority

The Annual Comprehensive Financial Report (ACFR) of Fort Pierce Utilities Authority (FPUA) for the fiscal year ended September 30, 2025, is submitted herewith pursuant to the City of Fort Pierce Charter, Article XII, Section 176 (12) and the bond covenants of FPUA's outstanding revenue bonds.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance the financial statements are free of any material misstatements.

DiBartolomeo, McBee, Hartley & Barnes, P.A., Certified Public Accountants, have issued an unmodified ("clean") opinion on FPUA's financial statements for the fiscal year ended September 30, 2025. The independent auditor's report is located at the front of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

FPUA PROFILE

FPUA was established in accordance with provisions of the City Charter, confirmed by an election held on May 30, 1972. The City Charter, Article XII, Section 169, states that FPUA shall be responsible for the development, production, purchase, distribution, and collection of all electricity, water, wastewater, natural gas, and such other utility services as may be designated by resolution by the City Commission. FPUA also manages and operates the Manatee Center as a community enrichment program, and operates the Treasure Coast Energy Center (TCEC) for the Florida Municipal Power Agency (FMPA) on a contract basis, utilizing FPUA employees. FPUA is a component unit of the City of Fort Pierce, Florida and this report includes all systems of FPUA. This report does not include information on the financial activities of the City of Fort Pierce, which is instead contained in the City's ACFR, published separately.

The FPUA Board consists of five members, one of whom shall be the Mayor of the City, who serves on the Board as long as he or she holds such office. The other four members are appointed by the City Commission for four-year overlapping terms, limited to two consecutive terms of office.

The **Electric System** serves the City of Fort Pierce and the immediate surrounding area, encompassing approximately 38 square miles, with an average of 29,912 services billed, a 1.0% increase, during the fiscal year ended September 30, 2025. With limited room for territorial growth, the electric system has thrived through slow but steady growth within the defined area. FPUA currently has 15.6 circuit miles of 69 kilovolts (kV) and 7.6 circuit miles of 138kV transmission lines. The 69kV lines interconnect six sub-transmission substations and the 138kV lines connect two transmission substations to Florida Power & Light Company (FPL). FPUA primary distribution has approximately 259 circuit miles of overhead and 177 circuit miles of underground primary cable, which operates at 13.2kV. FPUA and FPL have a territorial agreement approved by the Florida Public Service Commission.

On December 12, 1997, FPUA agreed to participate in the FMPA All-Requirements Power Supply Project (ARP). In doing so, FPUA became one of 13 municipally owned utilities in the ARP. The principal benefits of ARP are:

1. Lower operating costs through utilization of the most efficient generation available.
2. Future generation will be planned for the collective systems, as needed, by FMPA.
3. Economies of scale in operating, planning, and financing.
4. Lower risk with more units and more cities working together.

As of January 1, 1998, FPUA assigned its resources to the ARP and agreed to purchase its total power requirements from the ARP. FPUA's resources, which have been assigned, include the contracts with FMPA related to Stanton Unit No. 1 (Stanton and Tri-City Projects) and Stanton Unit No. 2. The contracts related to the St. Lucie Nuclear Project have not been assigned.

FPUA has invested in solar energy by participating in Florida Municipal Solar Project (FMSP), a joint FMPA Solar Project with twelve other municipal electric utilities which is comprised of four facilities for a total of 298.8 megawatts (MW). FPUA receives a total of 9.6 MW from the FMSP: 2.1 MW from the Harmony facility in Osceola County, which began commercial operation in June 2020 and 7.5 MW from the Rice Creek facility in Putnam County, which began commercial operation in January 2025.

The **Water System** serves the City of Fort Pierce and the immediate surrounding area, encompassing approximately 62 square miles, with an average of 23,495 services billed during the fiscal year ended September 30, 2025. The 2.6% increase in services billed in 2025 represents the seventh consecutive year with annual growth of 1.6% or better. Water supply is obtained from 32 active surficial aquifer wells, 3 of which are active but not currently in use, and 11 Floridan aquifer wells (deep). FPUA currently has a Water Use Permit from the South Florida Water Management District to withdraw an annual daily average not to exceed 21.1 million

gallons of ground water. Treatment of the raw ground water is presently accomplished through a 20 million gallons per day (MGD) conventional Lime Softening Water Treatment Plant and a 10.3 MGD Reverse Osmosis Water Treatment Plant. FPUA owns and operates a 13.3 MGD air stripping system, which services the lime-softening portion of FPUA's Water Treatment Facility. FPUA meets all federal and state drinking water standards and has 9 million gallons of storage capacity. The water distribution system is composed of 423 miles of water mains, remote pumping facilities, ground storage tanks, hydrants, and valves.

The **Wastewater System** serves the City of Fort Pierce and the immediate surrounding area, encompassing approximately 56 square miles, with an average of 17,462 services billed during the fiscal year ended September 30, 2025. Wastewater services billed increased by 3.0% in fiscal year 2025 with a five-year average of 2.3%. The wastewater collection system consists of 126 major lift stations and 92 individual low-pressure systems added with our septic-to-sewer conversion program, 184 miles of gravity sewer lines ranging from 4 to 48 inches in diameter, and approximately 124 miles of force mains ranging in size from 1.25 to 30 inches in diameter. The Island Water Reclamation Facility (IWRF), located on Hutchinson Island, currently has a permitted capacity of 10 MGD for Annual Average Daily Flow and 11.5 MGD for 3-Month Annual Average Daily Flow. The Florida Department of Environmental Protection has issued an operating permit, which will be adequate through December 10, 2027.

FPUA has one domestic deep injection well at the IWRF plant site. A pumping station injects treated effluent into the 3,300-foot deep injection well for disposal. The permit for the IWRF IW-1 well, a twenty-four-inch domestic well, has been renewed and will be adequate through 2027. There are two deep injection wells located on the site of the future mainland Wastewater Reclamation & Reuse Facility (WRRF), in the southwest corner of the service area. Injection Well (IW)-1 is an 18-inch industrial deep injection well and IW-2 is a 24-inch domestic deep injection well. IW-1 accommodates the TCEC's industrial wastewater stream and St. Lucie County landfill leachate, and is permitted through August 3, 2027. The IW-2 well is currently not in operation and will be permitted before it’s utilized for disposal. Both wells can be utilized for disposal of WRRF effluent after the facility is commissioned in 2026.

The **Gas System** serves the City of Fort Pierce and the immediate surrounding area, encompassing approximately 36 square miles, with an average of 4,140 services billed during the fiscal year ended September 30, 2025. The system consists of 194 miles of gas main and 85 miles of service lines. The planned expansion to north of Fort Pierce will add an additional 13.5 miles of new gas mains to the system’s infrastructure. The Gas System purchases firm gas for resale through Florida Gas Utility (FGU). FGU has a contract with Florida Gas Transmission for the transportation of gas to FPUA's system. Gas purchases are supplied by FGU under an all-requirements agreement. The Gas Operations Department is responsible for the installation and maintenance of all gas mains and service lines. The department also employs a staff of qualified gas service technicians to maintain and repair customers' natural gas appliances.

FPUAnet Communications Services (FPUAnet) is an all-fiber SMART City Internet Service Provider intended to support city-wide modernization and customer access to fast, reliable internet service. It provides SMART City Services, SMART Grid Solutions, and Broadband Services to homes and businesses throughout the City of Fort Pierce. FPUAnet has continued to expand its optical fiber network to over 142 miles of cable and with an average of 327 services billed during the fiscal year ended September 30, 2025. The customer base has grown by 71.0% and the number of miles of fiber optic cables installed has increased by 19.0% over the previous year.

FPUA manages the **Manatee Center**, which is located on Moore's Creek east of Indian River Drive. The Manatee Center represents FPUA's longtime commitment to community engagement and environmental stewardship. The Manatee Center's mission is to promote understanding and responsible actions for the protection of the Treasure Coast's fragile ecosystems and their inhabitants. The Manatee Center provides environmental education and community involvement through an active education outreach program and a group of over 100 volunteers who staff the Exhibit Hall, gift shop, and community events. The Manatee Center Exhibit Hall, a museum of aquatic tanks and environmental information, provides a clean and safe facility for viewing manatees in the wild and other inhabitants of the Indian River Lagoon. During fiscal year 2025, Manatee Center staff counted 221 manatee sightings in Moore's Creek while hosting 69,318 visitors and students from all over the world. Volunteers provided critical and active support to the Center with a total of 7,090 hours of service with a value-added benefit of almost $92,170.

In accordance with the City charter, FPUA is required to prepare, adopt, and furnish a copy of a budget to the City Commission of the City of Fort Pierce at least 45 days prior to the beginning of the next fiscal year. The budget and any amendments thereto shall be in effect when approved by FPUA and when any line item expense has not been disapproved by four-fifths (4/5) vote of the City Commission within 30 days of submission. The budget is prepared on the accrual basis. The budget and amendments for the year ended September 30, 2025, have been approved in accordance with the above procedures.

LOCAL ECONOMY

Fort Pierce is located on Florida's east coast, 120 miles north of Miami and 220 miles south of Jacksonville. The 2025 populations of the City of Fort Pierce and St. Lucie County were 51,352 and 394,074 respectively. Fort Pierce is the county seat, with approximately 24.5 square miles in land area. The metropolitan area includes a transportation network comprised of Interstate 95, Florida's Turnpike, U.S. Highway 1, State Roads 68 and 70, Florida East Coast Railway, Treasure Coast International Airport, and the Port of Fort Pierce.

FPUA's service area includes both the area within the corporate limits of the City of Fort Pierce and the Town of St. Lucie Village, and portions of unincorporated St. Lucie County. Approximately 77% of the system revenues are derived from services provided within the City, and 23% from services provided in the Town of St. Lucie Village and unincorporated St. Lucie County.

The economy of Fort Pierce and surrounding St. Lucie County has a very diverse business base. Industries large and small such as government, education, agriculture, construction, retail and wholesale trade, light manufacturing, tourism, biotechnology, marine and maritime operate in the service territory. There are several telemarketing service centers, commercial centers, research institutions, a 40-vehicle Tesla charging station, and a Walmart Distribution Center located in the area. Our focus on expansion shows not only in our fiscal year results but also with the projects and developments under way or planned for our service territory. Housing development projects lead the list that will continue to expand our customer base for Water, Wastewater and Natural Gas.

FPUA'S service area is a hub for accessible, cutting-edge education and research hosted by these facilities:

- Indian River State College (IRSC)
- IRSC Advanced Workforce Training Complex
- Florida Atlantic University (FAU)/Harbor Branch Oceanographic Institution
- Smithsonian Fort Pierce Marine Station
- Smithsonian Marine Ecosystem Exhibit
- U.S. Department of Agriculture/Horticultural Research Laboratory
- University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS)
- Manatee Center

Indian River State College (IRSC), a nationally recognized institution and a key regional workforce engine, continues to expand its academic and technical programs in fields such as health sciences, cybersecurity, advanced manufacturing, and marine technology. IRSC's continued investment in workforce development strengthens the capacity of local businesses, supports job creation, and aligns directly with employer needs throughout the Treasure Coast.

The 2025 real estate market remained stable, supported by growth in population, steady residential development, and ongoing investment in the city's downtown and waterfront districts. The City maintained competitive, affordable housing despite elevated interest rates and higher construction costs. Commercial and industrial properties show steady growth in healthcare, marine services, logistics, and tourism-related activity. FPUA continues to be optimistic about growth in the long term. Construction and expansion projects have boosted sales activity across the board. Major roadwork improvements will continue as the local government infrastructure surtax of .5% remains in effect and expires December 31, 2028. Beautification of the downtown area, advancement of the Smart City initiative and private investment opportunities continue to make the area attractive to new residents.

LONG-TERM FINANCIAL PLANNING AND MAJOR INITIATIVES

Rate Planning

Rate sufficiency has been projected for the upcoming five years. Rate adjustments will be made as needed to ensure FPUA's electric, water, wastewater, and natural gas utilities each generate sufficient revenue to cover their respective expenses, while maintaining the required 45 days of operating cash, as defined by FPUA bond covenants. Changes to the power cost adjustment (PCA) and purchased gas adjustment (PGA) are also approved as needed by the FPUA Board ensuring FPUA is recovering the cost of energy, while stabilizing the amounts billed to customers. The issuance of the Series 2022A Refunding and Revenue Bonds called for system rate increases for fiscal years 2022 and 2023 followed by Public Service Commission Index increases through 2026. The Series 2022A and 2022B Revenue Bonds provided for the infrastructure to expand and promote further into commercial and residential markets with rates that are competitively set.

FPUA's plan for expansion of services, where our territorial lines can be moved, is integrated with current projects. The Water and Wastewater systems' infrastructure and Natural Gas system's territorial boundaries have flexibility. Recent debt issuance described above permitted this construction, and increased revenue streams to support repayment of that debt.

Capital Planning

FPUA's storm hardening, renewals and replacements, expansion projects, and system improvements continue to be a major portion of our Capital Improvement Plan (CIP). The City of Fort Pierce and FPUA's service territory have an aged infrastructure. Many replacements are costly and provide no additional revenue but are expected to have a positive impact through savings on operations and maintenance expenses and improve reliability.

The construction of the mainland WRRF (Phase 1) is substantially complete and will begin receiving raw sewage in March of 2026. The Conveyance (Phase 2) will redirect the wastewater flow from the current plant on the Indian River Lagoon to the new WRRF. This multi-year conveyance project will require 17 distinct projects throughout the service territory, with several already under way and in various stages of completion. Phase 1 of this environmentally necessary project was funded in large part by the issuance of the Series 2022A Revenue and Refunding Bonds. Additional funding will be required for the completion of Phase 2, which is planned to be provided through a subsequent bond issuance in FY 2026, together with additional grant support. FPUA is continually pursuing grants to fund as much of the project as possible, thereby minimizing the amount of debt required. FPUA utilized $10 million of grant funds towards Phase 1 in FY 2025, after utilizing $25 million of grant funds in FY 2024. FPUA utilized $4 million of grant funds towards Phase 2 in FY 2025, with an additional $39 million of grants secured to aid in the cost of re-routing of the wastewater flow toward the new treatment plant in the coming years.

FPUA was also awarded over $5.8 million in federal grant funds to enhance and modernize the electric grid. FPUA utilized $1.75 million of grant funds towards the project in FY 2025. This project empowers FPUA to maintain reliable electric service while reducing impacts on the grid caused by unexpected outages, extreme weather, and natural disasters.

FPUA is anticipating the issuance of additional debt during the Summer of FY 2026 to support the Capital Improvement plan and ensure continued investment in critical infrastructure. The completion of Phase 2 Wastewater Conveyance, storm hardening FPUA's emergency services center, completion of Advanced Metering Infrastructure, and Electric substation improvements will be among the projects that will be funded by proceeds.

Capital contributions also continue to help fund the infrastructure needed to support future growth. Department heads and engineers meet periodically with county, city and other governmental agencies to discuss, update, and coordinate implementation of joint capital plans.

Strategic Management Planning

FPUA held a Strategic Planning Workshop in August 2025 to update the framework that will guide leadership in long-term decision making by aligning operational priorities with established goals. FPUA integrates financial forecasting, capital planning and performance management to ensure resources are allocated effectively and aligns with the strategic goals of modernization, workforce, customer relations, growth and organization development

Modernization – Modernize utility systems and technology to improve reliability, efficiency, and long-term service delivery.

- Infrastructure Hardening – Harden infrastructure and facilities to ensure reliability during both normal operations and severe weather
- Security – Invest in cybersecurity tools, infrastructure, and training to protect against digital and physical threats to utility systems
- AMI Deployment - Complete the rollout of Advanced Metering Infrastructure (AMI) for electric, water, and gas services to enhance real-time monitoring and customer data access
- Digital Systems – Implement integrated digital platforms to streamline workflows, improve data sharing, and strengthen decision making

Workforce - Attract, develop, and retain skilled employees to ensure a high-performing, future-ready workforce.

- Succession Planning - Establish structured leadership development, skills gap analysis, and knowledge transfer programs to address anticipated retirements and build future leaders
- Recruitment and Retention- Refine recruitment and compensation strategies to attract and retain top talent in a competitive labor market
- Training – Provide training and cross-functional learning opportunities to build competencies and promote professional growth
- Safety - Cultivate a positive safety culture through training, incident prevention, accountability, and continual process improvement

Customer Relations - Enhance customer experience through accessible services, responsive support, education, and clear communication.

- Customer Communication – Expand digital interaction options to meet evolving customer expectations while maintaining traditional methods
- Utility Billing - Re-imagine the customer bill to help customers better understand charges and rate structures
- Outreach and Engagement – Provide tailored, multicultural content and engagement opportunities to collect customer feedback and increase public understanding

Growth – Proactively expand and align utility services with the area's economic growth and development.

- Major Capital Projects – Successfully complete major capital projects, specifically the relocation of the island wastewater treatment plant
- Electric Capacity – Prepare for increasing energy demands to ensure reliable and sustainable power
- Service Area – Expand gas, fiber, water and wastewater services to meet new development needs and support infill growth.
- Capital Improvement Planning – Align capital improvement planning with growth priorities and explore innovative funding solutions to maintain competitive rates
- Grant Funding – Pursue state and federal funding opportunities to support infrastructure renewal and capital improvement efforts

Organization Development – Build a flexible and responsive organization that can adapt to change and drive continuous improvement.

- Internal Processes - Review and simplify operational and administrative processes to reduce inefficiencies, minimize manual tasks, and improve decision making
- Innovation – Foster and environment that encourages innovation, collaboration, and continuous improvement
- Knowledge Continuity – Ensure continuity by preserving and transferring institutional knowledge
- Communication – Strengthen transparency and workplace culture through effective communication and engagement

AWARDS AND ACKNOWLEDGEMENTS

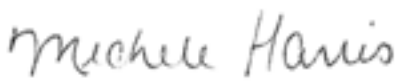
The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to FPUA for its ACFR for the fiscal year ended September 30, 2024. This was the 31st consecutive year FPUA has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized ACFR that satisfies both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. We continue, each year, to build upon the last and improve the ACFR and continue to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements. The current ACFR will be submitted to the GFOA to determine its eligibility for another certificate.

FPUA also received the GFOA's Distinguished Budget Presentation Award for its annual budget document dated August 6, 2024. In order to qualify for the Distinguished Budget Presentation Award, a budget document must be judged proficient as a policy document, a financial plan, an operations guide, and a communications device.

The preparation of this report could not have been accomplished without the skill, effort, and dedication of the entire staff of FPUA's Department of Finance. I would also like to express my thanks to the Board, the Director of Utilities, and the entire FPUA staff for their interest and support in planning and conducting the financial operations in a responsible and progressive manner.

Respectfully submitted,



Michele Harris, CGFO
Chief Financial Officer

LEADERSHIP FY 2025

Leadership Team

Javier Cisneros, P.E.

Director of Utilities

Keith Stephens

Director of Gas and Electric Systems

Bo Hutchinson, P.E.

Director of Water/Wastewater Systems

Daniel Retherford, P.E.

Chief Operating Officer

Michele Harris, CGFO

Chief Financial Officer

Rachel Tennant, J.D.

Director of Public Affairs & Sustainability

Colleen Thurston

Director of Director of Human Resources & Risk Management

Board of Directors



From Left to Right:

Linda Hudson

Mayor

Kristina Gibbons

Vice Chairman

Frank H. Fee, IV

Chairman

Barbara M. Bennett

Secretary

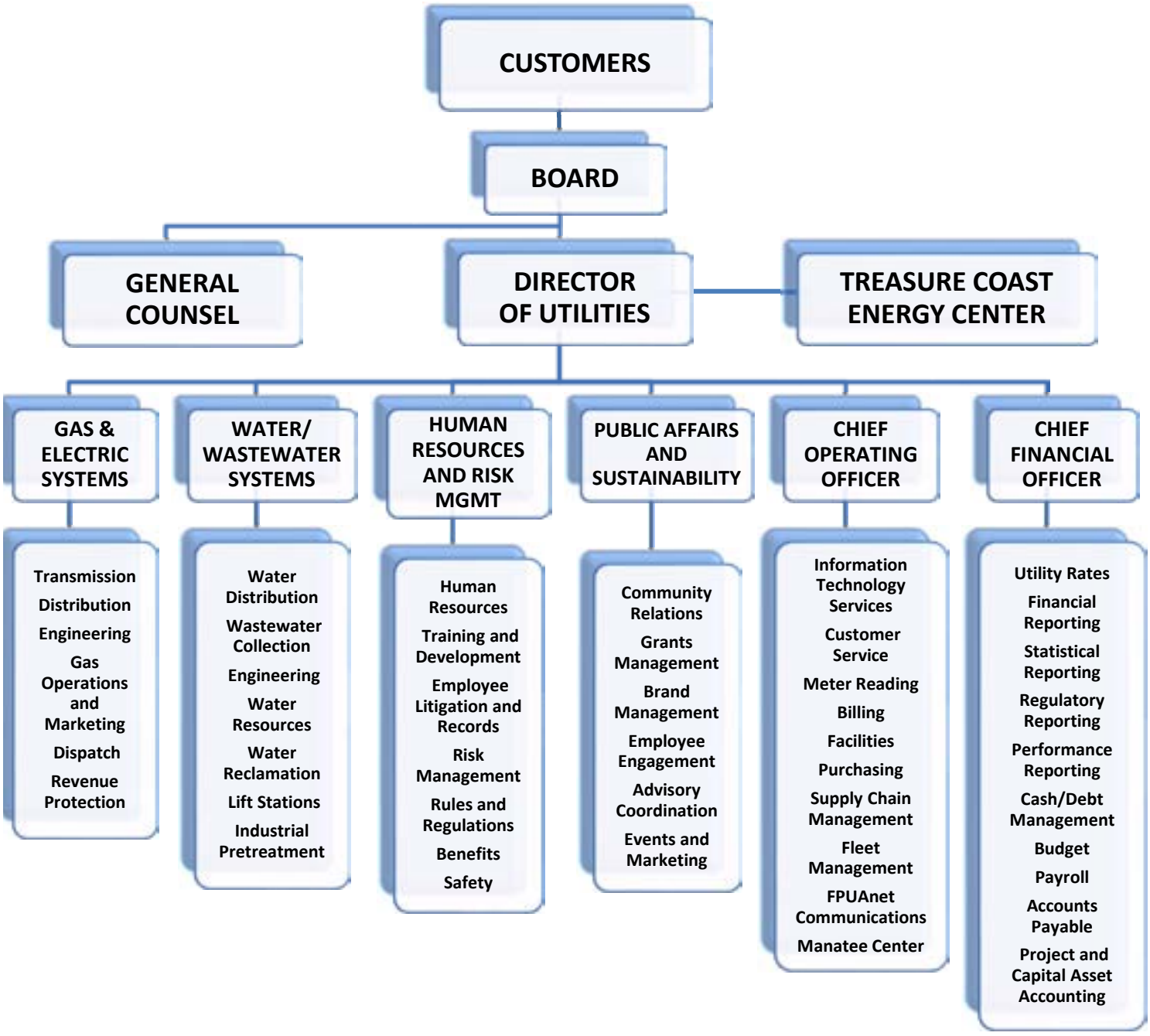
Pearl Davis

Deputy Secretary

Stefanie Beskovoyne, J.D.

General Counsel

FPUA Organizational Structure



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Fort Pierce Utilities Authority
Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2024

Christopher P. Morrill

Executive Director/CEO

DMHB DiBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

Board Members
Fort Pierce Utilities Authority
Fort Pierce, Florida

Opinions

We have audited the accompanying financial statements of Fort Pierce Utilities Authority ("FPUA"), as of and for the year ended September 30, 2025 (with comparative totals for 2024), and the related notes to the financial statements, which collectively comprise FPUA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of FPUA as of September 30, 2025, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of FPUA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about FPUA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Governmental Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of FPUA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about FPUA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on the Summarized Comparative Information

We have previously audited FPUA's financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 8, 2025. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2024, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial

reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise FPUA's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards and State and Local Financial Assistance, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and Section 215.97, Florida Statutes, *Florida Single Audit Act*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and State and Local Financial Assistance is fairly stated, in all material respects, in relation to the basic financial statements as whole.

Other Information
Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 6, 2026, on our consideration of FPUA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of FPUA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering FPUA's internal control over financial reporting and compliance.

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
March 6, 2026


FPUA
COMMUNITY PROUD

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Fort Pierce Utilities Authority (FPUA), we offer readers of FPUA's financial statements this narrative overview and analysis of the financial activities of FPUA for the fiscal year ended September 30, 2025 (FY 2025). We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages 1-9. All amounts are stated in thousands.

FINANCIAL HIGHLIGHTS

- Operating revenues increased $7,073 compared to last year, and operating expenses increased $4,901. Operating income of $20,593 was up $2,172 from $18,421, reported for the previous year. The higher cost of power purchased for resale and the pass-through of those increases to customers is reflected in that 11.8% rise.
- The ability to adjust rates in order to ensure that FPUA's electric, water, wastewater and natural gas utilities each generate sufficient revenue to cover their respective expenses is critical to FPUA's financial health. In FY 2025 rates were adjusted for all systems, effective in March 2025, by the factor of Public Service Commission (PSC) Index, as permitted by resolution without additional consent from The City Commission. The Financial Feasibility report produced in conjunction with the issuance of debt in FY 2022 required staged increases for all systems in accordance with that feasibility report through FY 2026. Rates continue to be reviewed on an annual basis to ensure that FPUA's rate structure properly reflects the recovery of the cost of operating and maintaining each utility system.
- Natural gas costs to FMPA were fairly steady averaging $3.58/MMBtu for FY 2025. FMPA's pre-purchases of natural gas have stabilized the cost of power to the All Requirements Project (ARP) participants. The cost of power purchased from FMPA increased $2,274 or 5.9%.
- Operating revenues were up for the Electric, Water, Wastewater, and FPUAnet systems with increases of 5.8%, 5.3%, 4.7%, and 39.0% respectively. Natural Gas Operating revenues decreased 3.1%. These results are inclusive of rate adjustments and the impact of power cost and purchased gas adjustments.
- Consumption billed in FY 2025 increased for the Gas and Electric systems by 1.8% and 1.6% respectively. The Natural Gas System's overall rise included an increase in Contract Sales of 1.2%. Wastewater gallons billed rose 0.5% from FY 2025 numbers, while Water consumption was flat for the period.
- The pursuit of grants has proven to be rewarding for the FPUA Wastewater System projects. Federal and State grants awarded through the Departments of Economic Opportunity (DEO) and Environmental Protection (DEP) have increased production on our Sewer Lining projects, the Septic-to-Sewer conversion program, the mainland Water Reclamation and Reuse Facility (WRRF) and the related Conveyance project.
- FPUA, in accordance with Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions* (GASB 68) has recorded the actuarially determined adjustment to the pension liability. Net Position for FY 2025 has decreased by $693 to reflect this accrued cost. See Note E for details.
- The Distribution to the City of Fort Pierce paid in April of 2025 increased $440 from the amount paid in the prior fiscal year. This was primarily due to an increase in revenue being subject to the 6% distribution calculation multiplier.

- Work on projects funded by the Series 2022A and 2022B Revenue Refunding Bonds began with the reimbursement resolution dated July 6, 2021. Through September 30, 2025, 100% of the proceeds have been spent. The proceeds, intended for the expansion in all systems have been spent mainly on the relocation the wastewater reclamation facility, redirecting wastewater flow, gas and communication expansion and AMI. Many other projects have begun and will continue in FY 2026 and beyond, including the re-routing of the wastewater conveyance system to the new plant, continued natural gas service territory expansion, ongoing substation improvements, and fiber communications initiatives. Financing for these initiatives in the short-term is being provided by a line of credit, which will be extinguished by a planned bond issuance in the latter part of FY 2026. Information on FPUA's revenue bonds payable can be found in Note L.

OVERVIEW OF THE FINANCIAL STATEMENTS

FPUA is a single enterprise fund even though it provides various utility services. FPUA's basic financial statements consist of fund financial statements and the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

The financial statements are designed to provide readers with a broad overview of FPUA's finances, in a manner similar to a private-sector business. The ***Statement of Net Position*** presents financial information on all of FPUA's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of the financial position of FPUA.

The ***Statement of Revenues, Expenses and Changes in Net Position*** presents information showing how FPUA's net position changed during the two most recent fiscal years. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected utility billings and earned but unused vacation leave).

The enterprise fund activities of FPUA are intended to recover all or a significant portion of its costs through user fees and charges, and include providing electric, water, wastewater, natural gas, and communication services. FPUA also operates the Treasure Coast Energy Center (TCEC) for the Florida Municipal Power Agency (FMPA), as well as the Manatee Center as a community enrichment program. FPUA's financial information is presented in the ACFR prepared by the City of Fort Pierce, as a component unit.

The ***Notes to the Financial Statements,*** provide additional information that is necessary to acquire a full understanding of the data provided in the financial statements. The notes can be found on pages 32-64.

In addition to the basic financial statements and accompanying notes, this report also presents ***Required Supplementary Information*** concerning FPUA's pension and OPEB liabilities and pension contributions. Required supplementary information can be found on pages 66-68.

FINANCIAL ANALYSIS OF FPUA

As noted earlier, net position over time, may serve as a useful indicator of a government's financial position. FPUA's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $316,201 at the close of the most recent fiscal year.

Table 1
Net Position
(Dollars in Thousands)

	9/30/2025	9/30/2024	Increase (Decrease) $	Increase (Decrease) %
Current Assets	$ 147,058	$ 128,113	$ 18,945	14.8%
Capital Assets	393,022	299,674	93,348	31.1%
Other Noncurrent Assets	7,303	76,296	(68,993)	(90.4%)
Total Assets	547,383	504,083	43,300	8.6%
Total Deferred Outflows of Resources	2,227	3,279	(1,052)	(32.1%)
Current Liabilities	43,672	38,784	4,888	12.6%
Noncurrent Liabilities	170,159	178,904	(8,745)	(4.9%)
Total Liabilities	213,831	217,688	(3,857)	(1.8%)
Total Deferred Inflows of Resources	19,578	15,949	3,629	22.8%
Net Position:				
Net Investment in Capital Assets	221,040	191,079	29,961	15.7%
Restricted	19,736	18,552	1,184	6.4%
Unrestricted	75,425	64,094	11,331	17.7%
Total Net Position	$ 316,201	$ 273,725	$ 42,476	15.5%

The largest portion of FPUA's net position (69.9%) reflects its investment in capital assets, the calculation of which is presented in Note C. FPUA uses capital assets to provide a variety of services to its customers. Accordingly, these assets are not available for future spending. Although FPUA's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The other major portion of FPUA's net position (6.2%) represents resources that are subject to external restrictions on how they may be used. The unrestricted balance of $75,425 is the residual amount of net position that is not included in net investment in capital assets or restricted net position. The increase in purchases for resale and the adjustment for the pension liability have affected this increase to the unrestricted net position.

Table 2
Changes in Net Position
(Dollars in Thousands)

			Increase (Decrease)	
	FY 2025	FY 2024	$	%
Operating Revenues				
Electric	$ 76,160	$ 72,004	$ 4,156	5.8%
Water	28,351	26,902	1,449	5.4%
Wastewater	20,468	19,536	932	4.8%
Natural Gas	6,816	7,032	(216)	(3.1%)
FPUAnet Communications	2,285	1,644	641	39.0%
Manatee Center	850	739	111	15.0%
Nonoperating Revenues				
Investment and Other Income	13,551	7,311	6,240	85.4%
Grant Revenue	16,989	28,774	(11,785)	(41.0%)
Total Revenues	165,470	163,942	1,528	0.9%
Operating Expenses				
Purchases for Resale	49,325	47,010	2,315	4.9%
Plant Operations	9,053	8,193	860	10.5%
Field Operations	13,101	11,772	1,329	11.3%
General and Administrative	27,212	26,766	446	1.7%
Depreciation	15,646	15,695	(49)	(0.3%)
Nonoperating Expenses				
Distribution to the City of Fort Pierce	7,908	7,468	440	5.9%
Interest Expense	6,245	6,454	(209)	(3.2%)
TCEC Expenses	2,059	2,245	(186)	(8.3%)
Storm Expenses	541	21	520	2476.2%
Total Expenses	131,090	125,624	5,466	4.4%
Income (Loss) before Capital Contributions	34,380	38,318	(3,938)	(10.3%)
Capital Contributions	8,096	10,572	(2,476)	(23.4%)
Increase (Decrease) in Net Position	42,476	48,890	(6,414)	(13.1%)
Net Position - Beginning of Year	273,725	224,835	48,890	21.7%
Net Position - End of Year	$316,201	$273,725	$42,476	15.5%

The increase in Net Position of $42,476 is a combined result of increases in operating revenue along with investment and other income, and continued grant revenue.

The distribution to the City of Fort Pierce, based on FY 2025 revenue, computes to $8,070 and will be paid after approval and acceptance of the FY 2025 audited financial statements by the City Commission, see Note N for details. Last year's distribution, based on FY 2024 revenue, totaled $7,908, and was paid in April 2025. This increase is a result of higher revenues that are subject to the 6% distribution.

CAPITAL ASSETS

Major projects, and the costs associated with each during FY 2025, include:

Multiple Systems:	
Advanced Metering Infrastructure	$4,151,584
North Causeway Bridge Replacement	1,244,355
Wastewater System:	
WRRF Relocation	65,128,747
Conveyance System to WRRF	6,744,662
Expansion Projects	2,669,499
Mains & Laterals R&R	750,478
Water System:	
Expansion Projects	2,153,993
Main/Serv/Valve Replacemnts	740,984
Lime Stripping Towers Rehab	703,941
Electric System:	
Expansion Projects	3,356,501
Auto Reclosure Improvements	909,294
Storm Hardening – Nesc	659,369
Trans & Dist Improvements	578,214
Gas System:	
North Fort Pierce Expansion	3,093,370
Gas System New Revenue	589,942
FPUAnet System:	
System Expansion	720,007
Administration Improvements:	
ESC Emergency Generator	535,545
HVAC system replacements	125,909

The relocation of the wastewater plant (phase 1) away from Indian River Lagoon and the redirection of the wastewater flow from east to west (phase 2) are the major capital projects in FY 2025. The new mainland WRRF will begin to receive raw sewage in March 2026. Phase 1 will continue to be a main driver of capital spend into the first half of FY 2026, while construction for Phase 2 will continue over the next few years. The Advanced Metering infrastructure continues to progress. Natural Gas' installation of a third gate station and miles of mains will extend services to the north. In addition to leveraging debt, FPUA actively pursues federal and state grant opportunities to reduce the financial burden on ratepayers. The combination of grant funding and cost-effective borrowing helps mitigate the potential for rate spikes from cost escalations and inflation.

At the end of FY 2025, FPUA had $393,022, net of accumulated depreciation, invested in a broad range of net utility capital assets, including its electric and natural gas transmission and distribution systems, water treatment plant, water transmission and distribution mains, water storage facilities, pump stations, water reclamation facility, MWRF deep injection wells, and related wastewater collection plant facilities. The following tables summarize FPUA's capital assets, net of accumulated depreciation, and changes therein, for the year ended September 30, 2025.

Table 3
Capital Assets, Net of Accumulated Depreciation
Categorized by System
(Dollars in Thousands)

			Increase (Decrease)	
	9/30/2025	**9/30/2024**	**$**	**%**
Electric	$ 68,052	$ 60,294	$ 7,758	12.9%
Water	89,492	84,075	5,417	6.4%
Wastewater	203,441	127,964	75,477	59.0%
Shared Services	9,149	8,741	408	4.7%
Gas	16,621	13,131	3,490	26.6%
FPUAnet	6,109	5,296	813	15.4%
Manatee Center	158	173	(15)	(8.7%)
Total	$393,022	$299,674	$93,348	31.1%

Table 4
Capital Assets, Net of Accumulated Depreciation
Categorized by Asset Class
(Dollars in Thousands)

			Increase (Decrease)	
	9/30/2025	9/30/2024	$	%
Land	$ 9,537	$ 9,526	$ 11	0.1%
Transmission, distribution, and collection systems	158,993	157,381	1,612	1.0%
Equipment	15,199	15,583	(384)	(2.5%)
Structures and improvements	16,246	16,632	(386)	(2.3%)
Construction work in progress	192,879	100,211	92,668	92.5%
Right to use leased assets:				
Lease Assets	74	106	(32)	(30.2%)
Subscription Assets	94	235	(141)	(60.0%)
Total	$393,022	$299,674	$ 93,348	31.1%

Additional information on FPUA's capital assets can be found in Note C of this report.

DEBT ADMINISTRATION

At September 30, 2025, FPUA had outstanding revenue bonds and direct placements totaling $151,021. Debt service schedules extend to October 1, 2052. Interest rates range from 2.14% to 5. 0% on these issuances. Principal payments are due October 1 of each year. Principal on the bonds of $5,685 was due and paid on October 1, 2025.

In April 2025, the bond rating firm, Fitch Ratings Inc., performed surveillance as an update to the ratings review that was completed in concert with the 2022A and 2022B bond issuance. Our "A" rating was affirmed and the rating outlook was revised from stable to positive. In May 2025, the bond rating firm, Standard & Poor's, assigned its 'A' long-term rating on FPUA's Series 2022 utilities refunding revenue bonds and affirmed an 'A' long-term rating and underlying rating on FPUA's utility bond obligations. The firm's outlook remains stable. Annual surveillance update with Fitch Ratings Inc. is scheduled for February 2026.

FPUA has no general bonded debt. Neither the City of Fort Pierce Charter or Code of Ordinances, nor the Florida Statutes limit the amount of debt FPUA can issue. FPUA's debt service coverage ratio was 3.87 times for the twelve months ended September 30, 2025, compared to 3.18 times on September 30, 2024. This coverage ratio remains well above the 1.25 minimum requirement.

Additional information on FPUA's revenue bonds payable can be found in Note L of this report.

ECONOMIC IMPACT

The economy grew steadily during FY 2025 with continued activity for construction both commercial and residential in the local area. Interest rates have decreased affecting the investment portfolio and the overnight repurchase agreement which held the unused portion of our bond proceeds and grant reimbursements. However, decreasing interest rates pose a potential savings in the anticipated debt issuance. Rising construction costs, contractual services, chemicals and energy costs have increased causing constraints on system budgets. Labor market within the County is competitive, influencing personnel costs and recruitment efforts. Additional details along with other local economic factors are located in the transmittal letter on pages 1-9.

Purchase power costs pose a significant operational risk and represent a significant portion of FPUA's operating expense. Wholesale market prices for fuel and purchased power are influenced by several external factors, including natural gas price volatility, regional generation availability, transmission constraints, weather conditions, and geopolitical events. As a result, the cost of purchased power may fluctuate materially from year to year. FPUA maintains long-term supply agreements intended to reduce price volatility, but these contracts do not eliminate exposure to market changes or pass-through charges that may arise from system conditions or regulatory actions. FPUA along with 12 other participants in the All-Requirements Project (ARP), through Florida Municipal Power Agency (FMPA), continue to take measures in an effort to lower the cost of power to our customers. During fiscal year 2025, FMPA continued purchasing futures in natural gas prices enabling the ARP members to stabilize and manage costs, saving them $12.1 million collectively. FMPA's pre-purchase targeted amounts range from 25% to 75% of anticipated consumption through October 2027. These price-managing efforts and our membership in the collective resulted in an average purchase cost of $75.64 per MWh during FY 2025. FPUA uses a Power Cost Adjustment (PCA) mechanism to recover these cost fluctuations, however, the timing may not always align with the expense recognition. To protect the ratepayers from sudden rate spikes and the utility's financial health, in 2024, FPUA established the DART program with key targets for Days of Operating Cash, frequency of changing the PCA, and minimum and maximum targets for the Rate Stabilization Fund. The average annual balance of the RS should be $10,000,000 to minimize the impact to the PCA during short-term spikes in the prices of natural gas.

Current rate schedules and charges are available on FPUA's website, www.fpua.com. Rates are reviewed on an annual basis to ensure FPUA's rate structure properly reflects the recovery of the cost of operating and maintaining its electric, water, wastewater, and natural gas systems. Rate adjustments implemented during FY 2025 were based upon the feasibility study performed in connection with the issuance of the Revenue Refunding Bond Series 2022A. Electric, Water, Wastewater and Natural Gas rate adjustments were limited to the Public Service Commission Index published in December of 2023. These adjustments to rates were intended to help keep pace with inflation and to fund the debt associated with the financing of the growth and development of the FPUA's utility infrastructure.

FORT PIERCE UTILITIES AUTHORITY
Statement of Net Position
September 30, 2025
(With comparative totals for September 30, 2024)
(Dollars in Thousands)

	2025	2024
ASSETS AND DEFERRED OUTFLOWS		
ASSETS		
Current Assets:		
Equity in Pooled Cash and Investments	$ 79,035	$ 33,405
Accounts Receivable, Net of Allowance for Uncollectible Accounts of $903 in 2025 and $915 in 2024	9,838	8,816
Restricted portion $1,283 in 2025		
Grants Receivable	792	26,585
Unbilled Receivables	8,585	8,077
Due from Other Governments	628	699
Inventories and Other Current Assets	15,953	16,585
Restricted Equity in Pooled Cash and Investments	26,650	25,370
Restricted Cash with Fiscal Agent	5,577	8,576
Total Current Assets	147,058	128,113
Noncurrent Assets:		
Capital Assets:		
Utility Plant in Service	547,078	531,035
Construction Work in Progress	192,879	100,211
Less Accumulated Depreciation	(347,103)	(331,913)
Right to Use Lease Assets	156	156
Less Accumulated Amortization	(82)	(50)
Right to Use Subscription Assets	441	441
Less Accumulated Amortization	(347)	(206)
Total Capital Assets (net of Accumulated Depreciation)	393,022	299,674
Other Noncurrent Assets:		
Restricted Equity in Pooled Cash and Investments	3,377	74,336
FMPA Working Capital Receivable	1,919	1,919
PFAS Settlement Receivable	2,007	-
Preliminary Surveys	-	41
Total Other Noncurrent Assets	7,303	76,296
Total Noncurrent Assets	400,325	375,970
Total Assets	547,383	504,083
DEFERRED OUTFLOWS OF RESOURCES		
Net Deferred Pension Outflow	1,662	2,596
Net Deferred OPEB Outflow	207	298
Deferred Amount on Debt Refunding	358	385
Total Deferred Outflows of Resources	2,227	3,279
TOTAL ASSETS AND DEFERRED OUTFLOWS	$ 549,610	$ 507,362

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY
Statement of Net Position
September 30, 2025
(With comparative totals for September 30, 2024)
(Dollars in Thousands)

	2025	2024
LIABILITIES, DEFERRED INFLOWS AND NET POSITION		
LIABILITIES		
Current Liabilities:		
Accounts Payable and Accrued Expenses	$ 22,843	$ 18,178
Due to City of Fort Pierce	1,340	1,188
Customer Deposits - restricted assets	10,133	9,775
Revenue Bonds Payable - restricted assets	5,685	5,628
Accrued Interest Payable - restricted assets	3,340	3,368
Accrued Compensated Absences	246	308
Lease Liability	34	31
Subscription Asset Liability	-	109
Other Current Liabilities	51	199
Total Current Liabilities	43,672	38,784
Noncurrent Liabilities:		
Revenue Bonds Payable, Net of Unamortized Discounts/Premiums	151,343	157,742
Accrued Compensated Absences	3,420	3,021
Other Postemployment Benefit Liability	1,307	1,457
Net Pension Liability	14,027	16,531
Lease Liability	50	84
Other Noncurrent Liabilities	12	69
Total Noncurrent Liabilities	170,159	178,904
Total Liabilities	213,831	217,688
DEFERRED INFLOWS OF RESOURCES		
Purchased Power and Gas Over-Recovery	12,139	11,201
Deferred Pension Inflow	7,002	4,739
Reserved for Emergencies	279	-
Deferred OPEB Inflow	158	9
Total Deferred Inflows of Resources	19,578	15,949
NET POSITION		
Net Investment in Capital Assets	221,040	191,079
Restricted Capital Improvement Charges	8,368	15,175
Restricted for Debt Service	1,977	1,977
Restricted for Emergencies	900	900
Restricted for Renewals and Replacements	500	500
Restricted for Capital Projects	7,991	-
Unrestricted	75,425	64,094
Total Net Position	316,201	273,725
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	$ 549,610	$ 507,362

The accompanying notes are an integral part of this financial statement.


FPUA
COMMUNITY PROUD

FORT PIERCE UTILITIES AUTHORITY

Statement of Revenues, Expenses and Changes in Net Position

Year Ended September 30, 2025

(With comparative totals for the year ended September 30, 2024)

(Dollars in Thousands)

	2025	2024
OPERATING REVENUES		
Sales and charges for services	$ 129,932	$ 123,881
Other	4,998	3,976
Total Operating Revenues	134,930	127,857
OPERATING EXPENSES		
Purchases for resale	49,325	47,010
Plant operations	9,053	8,193
Field operations	13,101	11,772
General and administrative	27,212	26,766
Depreciation	15,646	15,695
Total Operating Expenses	114,337	109,436
OPERATING INCOME	20,593	18,421
NONOPERATING REVENUES (EXPENSES)		
Investment and other income	13,538	7,304
Grant revenue	16,989	28,774
Distribution to General Fund - City of Fort Pierce	(7,908)	(7,468)
Interest expense	(6,245)	(6,454)
TCEC expenses	(2,059)	(2,245)
Gain (Loss) on Disposal of Capital Assets	13	7
Storm expenses	(541)	(21)
Total Nonoperating Revenues (Expenses)	13,787	19,897
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	34,380	38,318
Capital contributions	8,096	10,572
Total Contributed Capital	8,096	10,572
CHANGE IN NET POSITION	42,476	48,890
Net Position - Beginning of Year	273,725	224,835
Net Position - End of Year	$ 316,201	$ 273,725

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY
Statement of Cash Flows
Year Ended September 30, 2025
(With comparative totals for the year ended September 30, 2024)
(Dollars in Thousands)

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	$ 155,765	$ 128,162
Receipts from other sources	4,998	3,976
Payments to suppliers for goods and services	(58,660)	(59,560)
Payments to employees for services	(20,704)	(18,403)
Payments for benefits on behalf of employees	(12,589)	(13,191)
Net cash provided by operating activities	68,810	40,984
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Increase (decrease) in payable to City of Fort Pierce	152	235
Proceeds received for Grants and Storm damages	16,671	-
Payments for other non-operating activities	(2,059)	-
Distribution to General Fund - City of Fort Pierce	(7,908)	(7,468)
Net cash used by noncapital financing activities	6,856	(7,233)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(107,943)	(64,893)
Proceeds from sale of assets	13	7
Capital contributions	5,217	5,534
Bond principal payments	(5,285)	(5,575)
Bond interest payments	(6,217)	(6,589)
Payment on lease obligation	(30)	(128)
Net cash used by capital and related financing activities	(114,245)	(71,644)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest on investments and other non-operating income	11,531	7,304
Net cash provided by investing activities	11,531	7,304
Net Increase (Decrease) in Cash and Cash Equivalents	$ (27,048)	$ (30,589)

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY
Statement of Cash Flows
Year Ended September 30, 2025
(With comparative totals for the year ended September 30, 2024)
(Dollars in Thousands)

	2025	2024
Net Increase (Decrease) in Cash and Cash Equivalents	$ (27,048)	$ (30,589)
Cash and Cash Equivalents at Beginning of Year	141,687	172,276
Cash and Cash Equivalents at End of Year	$ 114,639	$ 141,687
Current equity in pooled cash and investments	$ 79,035	$ 33,405
Restricted equity in pooled cash and investments	30,027	99,706
Restricted cash with fiscal agent	5,577	8,576
Total Cash and Cash Equivalents	$ 114,639	$ 141,687
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income	$ 20,593	$ 18,421
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation expense	15,656	15,695
Inventory adjustment / gain assets / pension expense	160	2,658
Other operating and non-operating income and expenses	-	249
(Increase) decrease in accounts receivable	24,771	204
(Increase) decrease in unbilled revenue	(508)	(506)
(Increase) decrease in inventories and other current assets	632	3,949
Increase (decrease) in liabilities deferred & customer deposits	415	346
Increase (decrease) in accounts payable	4,665	4,676
Increase (decrease) in compensated absences	399	1,098
Increase (decrease) in pension and other post-employment benefits	4,531	(5,762)
Increase (decrease) in other liabilities	(2,504)	(44)
	$ 68,810	$ 40,984
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES:		
Accretion of Capital Appreciation Bonds	$ -	$ 245
Contributions of capital assets	2,579	5,038
Amortization of deferred loss on refunding and bond discounts	7	20

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The voters of the City of Fort Pierce, Florida authorized the organization of the Fort Pierce Utilities Authority (FPUA) at a special election held May 30, 1972. FPUA commenced operations as of June 30, 1972, and is currently responsible for the management and operation of the combined Electric, Water, Wastewater, Gas, and FPUAnet Communications Systems, Treasure Coast Energy Center, and the Manatee Observation and Education Center. The City Charter, Article XII, defines the powers, duties, and responsibilities of FPUA. The members of FPUA's governing board are appointed and may be removed from office by the Fort Pierce City Commission. FPUA's budget is subject to approval by the City Commission, as are rates for service.

The accounts at September 30, 2025, and for the year then ended, of the various utility systems of FPUA are included as a discretely presented component unit of the City of Fort Pierce, Florida, financial statements. FPUA has no component units.

Basis of Presentation

The accounts of FPUA are an enterprise fund. An enterprise fund is a Proprietary type fund used to account for operations (a) that are financed and operated in a manner similar to private business enterprises -- where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied. The accompanying financial statements are reported using the "economic resources measurement focus," and the "accrual basis of accounting." Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

Accounting Standards Adopted

During fiscal Year 2024, the following new accounting standards were implemented:

GASB Statement No.101 – Compensated Absences. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures.

During fiscal Year 2025, the following new accounting standards were implemented:

GASB Statement No.102 – Certain Risk Disclosures. The objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

Budget Process

FPUA is required to prepare, adopt, and furnish a copy to the City Commission of the City of Fort Pierce an annual budget at least 45 days prior to the beginning of the next fiscal year. The annual budget and any amendments thereto shall be in effect when approved by FPUA and when any line item expense has not been disapproved by four-fifths (4/5) vote of the City Commission within 30 days of submission. The budget is prepared on the accrual basis. The budget and amendments thereto, for the year ended September 30, 2025, have been approved according to the above procedures.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position

Pooled Cash and Investments - FPUA, for accounting and investment purposes, pools its cash and investments. Cash and cash equivalents are considered to be cash on hand, demand deposits, deposits with Insured Cash Sweep and Florida PRIME, money market accounts, certificates of deposit, and treasury notes with original maturities of twelve to eighteen months from the date of acquisition.

In accordance with GASB 31, investments are stated at fair value based on per share prices. The State Board of Administration (SBA) Florida PRIME Local Government Surplus Fund is considered to be a "2a-7 like" investment, and is accounted for at fair value for financial reporting (See Note B). Florida PRIME has a current rating by Standard and Poor's of AAAm. There is a risk of loss on these investments based upon the fluctuation of interest rates and lengths of maturity. Florida PRIME is not a registrant with the Securities and Exchange Commission (SEC); however the Board has adopted operating procedures consistent with the requirements for a 2a-7 fund.

Unbilled Receivables - These receivables represent the estimated amount of accounts receivable for services that have not been billed as of the balance sheet date. The amounts are a result of a timing difference between the end of the financial statement cycle (month end) and the billing cycle (various dates within the month for each billing period).

Inventories - Inventories of fuel, supplies, construction materials, and utility plant replacement parts are recorded at weighted average cost. The cost of such inventories is recorded on the consumption method as expenses or additions to Construction Work in Progress when used rather than when purchased.

Utility Plant - Utility plant is stated at historical cost for items constructed or acquired by purchase. Donated or contributed capital assets are recorded at the value of acquisition on the date received as contributed capital. Utility plant assets are defined by FPUA as assets with an initial, individual cost of $5,000 or more and an estimated useful life of three years or more.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

Depreciation of all exhaustible utility plant assets, including those acquired through intergovernmental grants externally restricted to capital acquisitions, is charged as an expense against operations. Accumulated depreciation is reported on the balance sheet. Depreciation is calculated using the straight-line method over the following estimated useful lives:

Transmission, distribution, and collection systems	5-60 years
Equipment	3-40 years
Structures and improvements	3-55 years
Right to use/Subscription assets	Shorter of lease term or useful life

Deferred Outflows/Inflows of Resources - The financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until the period in which the expense belongs. Similarly, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until FPUA reaches the period to which the resources belong.
FPUA has the following items reported under this section:

- Deferred Pension Outflows and Inflows in accordance with GASB No. 68.
- Deferred Outflow on Debt Refunding is the unamortized bond insurance and discount from bond issuances.
- Purchased Power and Gas Over-Recovery. Purchased power and gas costs greater or less than the amount included in the base rates are charged or credited to FPUA's customers. At the end of the fiscal year, FPUA has recorded a deferred inflow of resources for the balance of these over-recoveries.
- Reserve for Emergencies is the unrestricted reserve for emergencies not limited by bond covenants.
- Deferred Outflows and Inflows for Other Post Employment Benefits in accordance with GASB No. 75.

City of Fort Pierce Retirement and Benefit System – For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Fort Pierce Retirement and Benefit System (the System) and additions to/deductions from the System's fiduciary net position have been determined on the same basis as they are reported by the System. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

Net Position – FPUA's equity is presented as net position and displayed in six components:

- Net Investment in Capital Assets – Consists of capital assets, contributed capital assets and leases, net of accumulated depreciation and reduced by the outstanding balances of any bonds, and related debt that is attributable to the acquisition, construction, or improvement of those assets (See Note C).
- Restricted Capital Improvement Charges – Consists of the unspent Capital Improvement Charges (CICs) collected in the Electric, Water and Wastewater Systems. The respective balances as of September 30, 2025 are $27, $3,522, and $3,699. Electric CIC's are used to fund the cash outlay or debt service associated with the expansion of Electric Substations and Electric Transmission & Distribution Systems. In the Water and Wastewater Systems, CICs are used to fund the cash outlay or debt service associated with specific expansion and growth related projects.
- Restricted for Debt Service – Consists of $1,977 in net position set aside in accordance with FPUA's Master Bond Resolution, as revised in 2022.
- Restricted for Emergencies – Consists of $900 in net position, set aside for emergencies which is limited to paying for repairs or replacements of FPUA capital assets damaged or destroyed by a disaster.
- Restricted for Renewals and Replacements – Consists of $500 in net position which is limited to paying for the cost of extensions, enlargements or additions to or the replacement of FPUA capital assets.
- Restricted for Capital Projects – Consists of $7,991 of settlement funds from 3M and Dupont to support per- and polyfluoroalkyl substances (PFAS) remediation for public water utilities.
- Unrestricted – All other net position that does not meet the definition of "restricted" or "net investment in capital assets".

Operating Revenues and Expenses - Operating revenues and expenses generally result from providing services in connection with FPUA's principal ongoing operations. The principal operating revenues of FPUA consists of charges to customers for sales of electricity, water and natural gas and services including wastewater collection, FPUAnet Communications services, and operation of the Manatee Center. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Capacity Reductions – Water and wastewater service capacity is obtained through payment of Capital Improvement Charges (CICs). Property developers in the FPUA service territory have the ability to execute amended supply agreements in order to take advantage of FPUA's Capacity Reduction Option (CRO). Customers exercising this option can apply payments previously made for CICs toward payment of Guaranteed Revenue Charges (GRCs) incurred since the original agreements were signed. Any future need for additional capacity must be obtained through payment of CICs at prevailing rates. No new CROs were exercised in the current fiscal year.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

NOTE B – POOLED CASH AND INVESTMENTS

Cash Deposits with Financial Institutions - Florida Statutes require state and local governmental units to deposit monies with a financial institution classified as a "Qualified Public Depository". A Qualified Public Depository is defined as a bank or savings association that has a branch office authorized to receive deposits in Florida, is FDIC insured, meets the requirements of Chapter 280 of the Florida Statutes, and has been so designated by the office of Florida's Chief Financial Officer. FPUA had cash deposits only with qualifying institutions as of September 30, 2025. At year-end, FPUA's carrying amount of deposits was $1,020 and the bank balance was $0.

Investments – The following investments are considered cash equivalents for purposes of the Statement of Cash Flows (see Note A). FPUA's investments held throughout the year are principally the same as the investments held as of September 30, 2025. Due to fluctuations in cash flows, FPUA maintains investments in an Insured Cash Sweep account. The interest income generated on these investments including any gain on investment, for the year ended September 30, 2025, was $2,596.

As of September 30, 2025, FPUA had the following investments:

Investment	Fair Value
Seacoast Bank Sweep	$ 51,424
Seacoast Bank Grant Reimbursements	30,189
State Board of Administration - Florida PRIME	6,562
Seacoast Money Market	6,517
Seacoast Bank CDARS	5,574
PNC Money Market	5,559
Trust Co. Certificate of Deposit	1,131
South State Bank Certificates of Deposit	1,026
Seacoast CD Letter of Credit	50
SNB Bond Investment Sweep	1
Total	$ 108,033

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

Interest Rate Risk - As a means of limiting its exposure to fair value losses arising from fluctuating interest rates, FPUA's investment policy permits a shifting in the maturity of debt obligations based upon the historical trend in interest rates.

Credit Risk - FPUA is authorized by Resolution to invest in:

(1) Local Government Surplus Funds Trust Funds.
(2) Negotiable direct obligations of the United States Government, or obligations, the principal and interest of which are unconditionally guaranteed by the United States Government.
(3) Obligations of the federal farm credit banks, the Federal Home Loan Mortgage Corporation, including Federal Home Loan Corporation participation certificates, or the Federal Home Loan Bank or its district banks, or obligations guaranteed by the Government National Mortgage Association, U.S. Treasury, agencies, and instrumentalities.
(4) Repurchase agreements secured by the types of investments listed above, restricted as to acquisition, term, and FDIC limits.
(5) Interest-bearing time deposits or savings accounts in banks organized under the laws of this state, in national banks organized under the laws of the United States and doing business and situated in this state, in savings and loan associations which are under state supervision, or in federal savings and loan associations located in this state and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law.
(6) Deposits and certificates of deposit in out-of-state banks, savings and loan associations, and other regulated financial institutions insured by the FDIC.
(7) Full faith and credit direct general obligations of any state, or unlimited tax direct obligations of any political subdivision thereof, to the payment of which the full faith and credit of such political subdivision is pledged, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by a nationally recognized rating agency.

Concentration of Credit Risk – As of September 30, 2025, FPUA places no limit on the amount that may be invested with any one issuer. A combined 93% of FPUA's investments are insured through Cash Sweep accounts, Overnight Repurchase Agreement, Laddered CDs and Treasury Note investments, and Florida PRIME.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

NOTE C – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital Assets, not being depreciated:				
Land	$ 9,526	$ 11	$ -	$ 9,537
Construction Work In Progress	100,211	114,109	(21,441)	192,879
Total Utility Plant, not being depreciated	109,737	114,120	(21,441)	202,416
Capital Assets, being depreciated and amortized:				
Transmission, distribution and collection systems	410,751	13,739	(21)	424,469
Equipment	63,603	1,892	(262)	65,233
Structures and improvements	47,155	684	-	47,839
Right to use leased assets:				
Lease Assets	156	-	-	156
Subscription Assets	441	-	-	441
Total Utility Plant being depreciated	522,106	16,315	(283)	538,138
Less accumulated depreciation and amortization for:				
Transmission, distribution and collection systems	(253,370)	(12,127)	21	(265,476)
Equipment	(48,020)	(2,276)	262	(50,034)
Structures and improvements	(30,523)	(1,070)	-	(31,593)
Right to use leased assets:				
Lease Assets	(50)	(32)	-	(82)
Subscription Assets	(206)	(141)	-	(347)
Total accumulated depreciation and amortization	(332,169)	(15,646)	283	(347,532)
Total Capital Assets, being depreciated and amortized, net	189,937	669	-	190,606
Total Capital Assets, net	$299,674	$114,789	$(21,441)	$393,022

Construction work in progress at September 30 2025, increased from FY 2024. Ongoing construction primarily revolves around relocating the wastewater plant, rerouting the conveyance system from Hutchinson Island to the mainland, North Fort Pierce Natural Gas Expansion, and the North Causeway Bridge Replacement. Furthermore, efforts are underway to upgrade and expand the electric transmission and distribution system and fiber communication infrastructure. These developments contribute to increases in Total Capital Assets, including Non-Cash Capital Contributions.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

Depreciation expense was charged to the utility systems as follows:

Water	$ 5,482
Electric	4,564
Wastewater	4,539
Gas	562
FPUAnet Communications	484
The Manatee Center	15
Total Depreciation Expense	$ 15,646

Net Investment in Capital Assets, the primary component of Net Position, is calculated as follows:

All capital assets of FPUA	$ 740,554
Less: Accumulated depreciation/amortization on those assets	347,532
Net carrying value of capital assets	393,022
Less:	
● Outstanding principal of capital debt and other capital borrowings excluding unspent proceeds ("capital-related debt")	151,105
● Capital-related liabilities such as accounts payable and retainage payable for capital purposes	14,877
● Unamortized balance of original issue premiums on outstanding capital-related debt, including outstanding capital refunding debt	6,007
● Unamortized balance of capital-related deferred outflows of resources	7
Equals: Net investment in capital assets of the reporting unit	$ 221,040

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

NOTE D – RESTRICTED ASSETS

Certain assets are restricted by bond resolution; additionally, some assets have been classified as restricted in accordance with governmental accounting standards for enterprise funds and utility industry accounting practices. FPUA's restricted assets consist of equity in pooled cash and investments and cash with fiscal agent in the following accounts:

Customer security deposits	$ 10,133
Principal and interest accounts	9,025
Capital Improvement Charges	8,368
Cash and Investments Capital Projects	7,991
Debt Service reserve	1,977
Emergency reserve	900
Renewal and replacement reserve	500
	$ 38,894

The restricted liability, that corresponds to the cash and investments for capital projects, is included in Revenue Bonds Payable, net of unamortized discounts/premiums on the Statement of Net Position.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

NOTE E – RETIREMENT AND BENEFIT SYSTEM

General Information about the Plan

Plan Description
The City of Fort Pierce Retirement and Benefit System (the System) is a cost-sharing multiple employer Public Employees Retirement System (PERS) defined benefit plan administered by the City of Fort Pierce, covering all municipal employees, including employees of FPUA. Except for the Director of Utilities, participation in the System is compulsory for all employees of FPUA. Employees working more than 25 hours per week are required to participate upon employment. A Deferred Retirement Option Plan (DROP) is offered.

Benefits Provided
The plan provides retirement, termination, disability, and death benefits to all full-time employees. Upon retirement, members are entitled to an annual retirement benefit (payable monthly), of total service times 3.0% of final average salary (FAS), based upon the highest five consecutive years of the last ten years. The September 30, 2024 valuation reflects changes in relation to City Ordinance No. 23-060. This ordinance increases the maximum annual pension benefit from 75% of final average salary to 100% of final average salary, and increases the $100 maximum pension payment for members hired on or after October 1, 2012 to $115. There is no maximum annual pension benefit for members hired before October 1, 2012. Benefits may be payable for life or based on one of five options and name a survivor pension beneficiary.

Normal Retirement - Eligibility occurs at 25 years of service regardless of age, or at age 60 with 5 years of service. Retirees receive 3% of final average salary, times total years of service.

Non-Duty Disability Retirement - Benefits occur after 5 years of service; computed as a normal retirement based upon years of service and final average salary at date of disability.

Duty Disability Retirement - No service requirement; computed as a normal retirement based upon years of service projected to the end of the duty disability period and final average salary at the time of disability.

Non-Duty Pre-Retirement Death Benefit - Benefits occur after 5 years of service; computed as a normal retirement but actuarially reduced in accordance with a 100% joint and survivor election.

Duty Pre-Retirement Death Benefit - No age of service requirement; benefits begin upon termination of workers compensation; benefits paid at the same amount that was paid by workers' compensation to the spouse until death, or to unmarried children under 18 and dependents of parents.

Deferred Retirement Option Plan - Eligibility is based on normal retirement. The maximum participation period is 6 years, but may not be elected beyond the 30 years of service mark. The

benefit is calculated as normal retirement but based on service and final average salary at the date of the DROP election. Member contributions cease and monthly benefits accumulate in a self-directed DROP account and are payable upon termination of employment.

Contributions

Per the City of Fort Pierce Code of Ordinances, Ch. 13, Art. II, Div. 1, Sec. 13-40, FPUA employees are required to contribute 6.16% of their annual salary to the System. FPUA is required to contribute amounts actuarially determined annually which, together with member contributions, are sufficient to fund the System. Contributions to the System by FPUA were $3,927 for the year ended September 30, 2025.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2025, FPUA reported a liability of $14,027 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of September 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of September 30, 2024. The total pension liability was rolled-forward from the valuation date to the plan year ending September 30, 2025. FPUA's proportionate share of the net pension liability was based on FPUA's present value of projected long-term contributions. At September 30, 2025, FPUA's proportionate share was 42.26%, which was a decrease of 0.46% from its proportion measured as of September 30, 2024.

For the fiscal year ended September 30, 2025, FPUA recognized pension expense of $4,642. FPUA has recorded beginning and ending accruals which may differ from reporting by the System. At September 30, 2025, FPUA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 1,541	$ -
Changes of assumptions	121	-
Net difference between projected and actual earnings on pension plan investments	-	6,532
Changes in proportion and difference between FPUA contributions and proportionate share of contributions	-	470
Total	$ 1,662	$ 7,002

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:	
2026	$1,682
2027	(3,286)
2028	(3,086)
2029	(650)
Thereafter	-

Actuarial assumptions

Actuarially determined contribution rates are calculated as of September 30, which is 12 months prior to the beginning of the fiscal year in which contributions are reported. The total pension liability in the September 30, 2025 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Cost Method	Individual Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	1-30 years as of September 30, 2023
Asset Valuation Method	4-Year smoothed fair value
Wage Inflation	4.00%
Salary Increases	4.5% to 6.5% including inflation
Investment Rate of Return	7.25%
Long-Term Municipal Bond Rate	4.90% (4.63% in 2023)

The Florida Retirement System (FRS) mortality table, which uses variations of the Pub2010 Mortality Tables with projection scale MP-2018, were used. Based on these assumptions, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
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(Dollars in Thousands)

Investments are reported at fair value and are managed by third party money managers. Investments that do not have established market values are reported at estimated fair value. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Large Cap Equity	26%	4.75%
Small/Mid Cap Equity	12%	4.95%
Global Ex-US Equity	25%	4.95%
Domestic Fixed Income	27%	2.25%
Real Estate	10%	3.75%
Total	100%	

Discount Rate

A single discount rate of 7.25% is used to measure the total pension liability. This single rate was based on the expected rate of return on pension plan investments of 7.25%. The projection of cash flows used to determine this single discount rate assumes that plan member contributions will be made at the current contribution rate. Employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of FPUA's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents FPUA's proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the FPUA's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.25%) or one percentage point higher (8.25%) than the current rate:

	1% Decrease (6.25%)	Current Single Discount Rate (7.25%)	1% Increase (8.25%)
FPUA's proportionate share of the Net Pension Liability	$ 28,292	$ 14,027	$ 2,037

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

Pension Plan Fiduciary Net Position

Detailed information about the System's fiduciary net position is included in the financial statements of the City of Fort Pierce, which can be found on the city's website, www.cityoffortpierce.com. The System does not issue a stand-alone financial report.

Payables to the Pension Plan

At September 30, 2025, FPUA reported a payable in the amount of $204 for outstanding contributions to the Pension Plan.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

NOTE F – EMPLOYEE HEALTH PLAN (the Plan)

FPUA has been a self-insurer for health and accident claims of their employees, retirees and their families since January 1, 2000. Payments of claims under the Plan are administered by Blue Cross Blue Shield of Florida (Florida Blue). Employee contributions to the Plan are made biweekly. Any benefit claims, up to the stop loss amounts, are paid by FPUA. Claims in excess of the stop loss amounts are underwritten by an insurer. The individual stop loss amount is $140 and $5,551 in the aggregate for calendar year 2025.

As of September 30, 2025, FPUA had estimated incurred unpaid claims of $1,500. This liability does not include Dental Claims liability. This amount has been calculated based on the results of an actuarial analysis of the Plan, plus claims incurred prior to year-end but paid by FPUA subsequent to year-end.

Changes in FPUA's claim liability balance during the past two fiscal years were as follows:

Fiscal Year	Beginning of Fiscal Year Liability	Contributions/ Changes in Estimates	Claims/ Fees Payments	Balance at Fiscal Year End
2024	$ 1,100	$ 6,490	$ 6,590	$ 1,000
2025	1,000	6,531	6,031	1,500

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NOTE G—POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

General Information about OPEB

Benefit description. FPUA provides certain healthcare benefits for all full-time and retired employees and their families, as a single-employer (see Note F). All FPUA employees are eligible for those benefits while working for FPUA. FPUA establishes the benefits available to its employees and retirees and may amend the benefits as business conditions and statutory requirements change. In accordance with Florida Statutes, FPUA allows their retirees to participate in the same Plan offered to their active employees. Although retirees pay an amount equivalent to the full cost of the benefit, FPUA must account for the implicit cost. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Employees covered by benefit terms. At September 30, 2025, the following employees were covered by the benefit terms:

Active employees	252
Inactive employees or beneficiaries currently receiving benefits	87
	339

Total OPEB Liability

FPUA's total OPEB liability of $1,307 was measured as of September 30, 2025, and was determined by an actuarial valuation as September 30, 2024.

Actuarial assumptions and other inputs. The total OPEB liability in the September 30, 2025 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Salary increases	2.50% per annum
Discount rate	4.09% per annum (4.9% for 2025)
Healthcare cost trend rates	4.5% for 2023 to an ultimate rate of 4.5%
Retirees' share of benefit-related costs	Retiree pays the $1230.49 monthly premium for individual coverage and $2,4,60.98 for retiree plus spouse coverage.

The discount rate was based on the Bond Buyer's 20-Bond GO Index for September 2023.

Mortality rates were based on the 2023 PPA Mortality Table (RP-2014, base year 2006, adjusted to 2023 with Mortality Improvement Scale MP-2021).

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The actuarial assumptions used in the September 30, 2025 valuation were based on the results of the October 1, 2024 Actuarial Valuation of the Fort Pierce Utilities Authority Retiree Medical Plan.

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at September 30, 2024	$ 1,457
Changes for the year:	
Service Cost	34
Interest	73
Differences between Expected and Actual Experience	(174)
Implicit Rate Subsidy	(83)
Net changes	(150)
Balance at September 30, 2025	$ 1,307

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the FPUA, as well as what FPUA's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.81%) or 1-percentage-point higher (4.81%) than the current discount rate:

	1% Decrease (3.90%)	Discount Rate (4.90%)	1% Increase (5.90%)
Total OPEB liability	$1,462	$1,307	$1,176

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of FPUA, as well as what FPUA's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (3.5%) or 1-percentage-point higher (5.5%) than the current healthcare cost trend rates:

	1% Decrease (3.5%)	Healthcare Cost Trend Rates (4.5%)	1% Increase (5.5%)
Total OPEB liability	$1,148	$1,307	$1,497

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OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2025, FPUA recognized an OPEB expense of $90. At September 30, 2025, FPUA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 207	$ 158
Total	$ 207	$ 158

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended September 30:	
2026	50
2027	25
2028	10
2029	1
2030	(9)
Thereafter	(28)

FORT PIERCE UTILITIES AUTHORITY
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NOTE H – COMPENSATED ABSENCES

Current policy allows each employee eligible for vacation leave to accumulate a maximum of 30 days of vacation at the close of the last pay period of the fiscal year. Employees are paid up to 45 days of unused vacation leave at current hourly rates upon separation from the company. Employees who are eligible for sick leave are allowed unlimited accumulation. Upon termination, employees having at least 3 and less than 10 years of continuous service with FPUA will receive pay for 1/2 of their accumulated sick leave balance up to a maximum of 45 days. Those employees having at least 10 years of continuous service with FPUA will receive pay for their accumulated sick leave balance up to a maximum of 90 days.

Accrued liabilities, based on hourly rates at September 30, 2025, have been reflected in the accounts of FPUA for vested (not contingent on employee future service) vacation and sick leave benefits. The amount considered payable within one year is determined based upon three-year averages of leave amounts that are taken in the form of cash payments. Final payouts, conversions and sell-backs have a significant impact on liability balances and are almost entirely for services already rendered during a prior year.

At September 30, 2025 the liability was:

	Total Liability	Due Within One Year
Vacation leave	$ 1,202	$ 84
Sick leave	2,464	162
	$ 3,666	$ 246

Annually, FPUA offers its employees the opportunity to receive payment for up to 6 days of unused sick leave, calculated at current hourly rates, providing certain established criteria have been met. This sick leave conversion plan is intended to provide incentive for sick leave to be used only when necessary. During the year ended September 30, 2025, $76 was paid to employees electing this option.

FPUA also offers its employees the opportunity to sell back a portion of their accumulated sick leave, calculated at current hourly rates, providing certain established criteria have been met. Employees may elect to convert up to a maximum of 90 days of sick leave which will reduce their amount payable upon separation. During the year ended September 30, 2025, $19 was paid to employees electing this option.

In addition, all employees have two opportunities per fiscal year to convert up to one half of their annual vacation accrual to cash and will reduce their amount payable upon separation. During the year ended September 30, 2025, $16 was paid to employees electing this option.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
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NOTE I – CONSTRUCTION AND OTHER SIGNIFICANT COMMITMENTS

FPUA has entered into contracts for the construction or renovation of various system assets as follows:

Upgrade and Expansion	Project Authorization	Expended to Date	Remaining Commitment
Wastewater	$ 96,668	$ 62,590	$ 34,078
Electric	744	246	498
Gas	100	76	24
Fpuanet	48	31	17
Water	4	1	3
	$ 97,564	$ 62,944	$ 34,620

A contract with Globaltech Haskell was authorized for engineering and construction of the WRRF on July 11, 2023. The Contract will continue through 2026 and was approved for $139,477. Expected project completion is 2026.

In addition, FPUA enters into unit price contracts for the construction or renovation of system assets. These contracts are not firm commitments, and the contractors are utilized as needed. As of September 30, 2025, costs of $19,320 were authorized under these contracts, $842 had been spent, and authorized amounts of $1,212 remained.

Changes in the economy have resulted in longer lead times with many manufacturers. To ensure FPUA's continued excellent customer service and to support all current expansion projects, FPUA has engaged in future commitments to purchase $438 of necessary inventory.

FMPA All-Requirements Power Supply Project

As of January 1, 1998, FPUA became a participant in the Florida Municipal Power Agency's (FMPA) All-Requirements Power Supply Project (hereinafter referred to as ARP). FPUA has agreed to purchase all capacity and energy necessary for their electric system from FMPA's ARP during the term of the contract. The contract is a 30-year evergreen, automatically renewing on October 1 of each year unless notification is provided one year prior to the automatic extension date.

Prior to being involved in the ARP, FPUA had Project Support Contracts and Power Sales Contracts with FMPA regarding Stanton Unit No. 1 (Stanton and Tri-City Projects) and Stanton Unit No. 2, coal-fired plants constructed by the Orlando Utilities Commission. FPUA's resources, which have been assigned, include the contracts with FMPA related to Stanton Unit No. 1 and Stanton Unit

No. 2, and to part of the contract with Florida Gas Transmission for the purchase of firm capacity natural gas. The contracts related to the St. Lucie Project, detailed within this section, have not been assigned; however, as of January 1, 1998, FPUA's share of transmission costs related to the St. Lucie Project have been assigned to the ARP.

FMPA St. Lucie Project

FPUA has entered into agreements with FMPA, of which it is a member, and with certain other members of FMPA, for entitlement to capacity, energy, and transmission services from Florida Power & Light's (FP&L) St. Lucie Unit No. 2 (the Unit) which is located on South Hutchinson Island near Fort Pierce, and through a reliability exchange agreement related to St. Lucie Unit No. 1, located at the same site. Pursuant to a Power Sales Contract and a Project Support Contract, FPUA has acquired an entitlement share of FMPA's allocation of these services. The Power Sales Contract requires payments for each month in which capacity, energy, or transmission services are available from the St. Lucie Project. Payments due each month are based upon an annual budget. Once each year, the excess or deficiency of payments related to actual cost is calculated and applied to the next year's monthly statements from FMPA to FPUA.

The Power Sales Contract will remain in effect until the latest of (i) the date that the principal, premium, if any, and interest on all bonds have been paid, or funds are set aside for the payment thereof; (ii) the date the Unit is decommissioned or finally disposed of as an electric generating unit pursuant to the Participation Agreement, or FMPA's interest in the Unit is terminated pursuant to the Participating Agreement or otherwise disposed of; or (iii) the date all obligations of FMPA under the Participation Agreement have been paid, performed, or provided for.

In any month when electric capacity, energy, or transmission services are not made available to FPUA, payment is made to FMPA under a Project Support Contract in a like amount as would have been due under the Power Sales Contract.

Purchases under these contracts are accounted for as operating expenses by FPUA. Total costs included in operating expenses for FY 2024 and FY 2025 were $5,125 and $5,504 respectively. FPUA is committed under the agreements to payments of $5,371 for the year ending September 30, 2026.

Florida Gas Transmission

FPUA executed an All Requirements Gas Services Agreement with Florida Gas Utility (FGU) on January 15, 2002. As a member of the All Requirements project, FPUA is required to purchase natural gas and the firm capacity needed for its delivery through FGU. The firm capacity of natural gas is the availability of the pipeline required to transport the natural gas to FPUA. This agreement will remain in effect until cancelled by FPUA.

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On July 3, 2012, FPUA acquired additional firm capacity from the City of Sunrise, Florida in order to meet the needs of new industrial customers. In FY 2016, additional firm capacity was made available from Florida Gas Transmission, and FPUA exercised its rights to obtain this capacity. An additional 96,800 MMBtu of capacity was obtained. With this additional capacity, the amount of Sunrise capacity was reduced by 45,300 MMBtu via a revised interlocal agreement with the City of Sunrise. On July 4, 2026, the agreement with the City of Sunrise will be discontinued. In FY 2026, FPUA will be entitled to firm capacity of 532,112 MMBtu, and will be committed to purchase 535,283 MMBtu of natural gas at an approximate cost of $2,690. FPUA will go to market if additional capacity is required to meet the purchasing commitments. The amounts purchased under these contracts, for FY 2024 and FY 2025 were $3,134 and $2,792 respectively.

FMPA Treasure Coast Energy Center

FPUA has entered into an agreement with FMPA to manage, operate, and maintain their facility located in St. Lucie County near Fort Pierce. The Treasure Coast Energy Center (TCEC) is a natural gas fueled power generation site. The initial terms of this agreement commenced on July 24, 2007 and expired on September 30, 2011, after which the agreement became a one-year evergreen. The agreement is extended annually and was for the year ended September 30, 2026.

The majority of TCEC employees are on the payroll of FPUA and all costs associated with them are reimbursed bi-weekly by FMPA. TCEC employee costs and revenue for FY 2024 and FY 2025 totaled $2,245 and $2,059 respectively.

FORT PIERCE UTILITIES AUTHORITY
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(Dollars in Thousands)

NOTE J – RISK MANAGEMENT

FPUA is exposed to various other risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which FPUA carries commercial insurance. Settled claims resulting from these risks have not exceeded the commercial insurance coverage limits.

FPUA has property, automobile liability, general liability, pollution remediation, cyber liability, and worker's compensation policies through Florida Municipal Insurance Trust (FMIT). FPUA is a qualified self-insurer in the State of Florida and under Florida Statue 768.28 is granted sovereign immunity. By statute the limit of liability is $200 Bodily Injury and/or Property Damage per person or $300 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability, by insurance policy, are increased to $1,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement. The Workers Compensation liability policy is statutory per Florida Statute 440, and includes Employers Liability of $1,000 each accident/$1,000 by disease/$1,000 aggregate by disease. Our automobile coverage includes a $5 deductible on automobiles that are ten years or newer (with a net book value above the deductible) or any vehicle with an acquisition cost over $100.

FPUA carries flood insurance policies with Wright National Flood Insurance Company and Neptune Flood Insurance, and Computer & Telephone equipment insurance with Markel American Insurance Company, both through Acentria Insurance. FPUA also insures specific scheduled and unscheduled equipment and Public Officials Bond insurance with Travelers Casualty through Brown & Brown. Insurance coverage for underground storage tanks, also scheduled by site, carries liability limits of $1,000 per incident and in aggregate, including acts of terrorism.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
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(Dollars in Thousands)

NOTE K – LEASE AGREEMENTS AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

On January 1, 2023, FPUA entered into an agreement with Pitney Bowes and committed to a five-year lease for billing equipment and software. The lease requires 20 quarterly payments of $12, and contains a $3 fixed maintenance component. The equipment has been capitalized at its FMV of $136. As of September 30, 2025, the FMV less accumulated amortization of $68 was $68. The effective interest and maintenance expenses for the year ended September 30, 2025 were $8 and $14 respectively.

On January 1, 2023, FPUA entered into an agreement with Pitney Bowes and committed to a four-year lease for mailing/postage equipment and software. The lease requires 16 quarterly payments of $2, and contains a $1 fixed maintenance component. The equipment has been capitalized at its fair market value (FMV) of $20. As of September 30, 2025, the FMV less accumulated amortization of $13 was $7. The effective interest and maintenance expenses for the year ended September 30, 2025 were $1 and $2 respectively.

The following table is a schedule by year of future minimum lease obligations together with the present value of the net minimum lease payments as of September 30, 2025.

Year Ending September 30	Principal Payments	Interest Payments	Maintenance Payments	Total
2026	34	6	17	57
2027	34	3	15	52
2028	16	1	7	24
	$ 84	**$ 10**	**$ 39**	**$ 133**

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FPUA has multiple software arrangements that are routinely evaluated for recognition under GASB 96. FPUA recognizes a subscription liability with an initial, individual value of at least $50 or more. If they qualify, these assets are amortized over the lease term. FPUA recognizes a subscription-based information technology arrangement (SBITA) liability and an intangible right-to-use asset. As of September 30, 2025, all previous SBITA contracts have expired, and no new subscriptions that meet the criteria were signed during the reported fiscal year. FPUA is aware of contracts currently in negotiation that may qualify as a SBITA. If appropriate, those assets will be capitalized according to GASB 96 and FPUA policy upon execution.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
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NOTE L – REVENUE BONDS AND DIRECT PLACEMENTS

A summary of changes in revenue bonds payable is as follows:

BONDS PAYABLE	September 30, 2024	Additions	Deletions	September 30, 2025
Series 1999B (Accreted value)	$ 4,335	$ -	$ (4,335)	$ -
Series 2022A	142,595	-	(950)	141,645
Series 2022B	2,550	-	-	2,550
Total Revenue Bonds Payable	149,480	-	(5,285)	144,195
Direct Placements				
Series 2016	7,169	-	(343)	6,826
	156,649	-	(5,628)	151,021
Add unamortized bond premiums	6,721	-	(714)	6,007
Less current portion of revenue bonds payable	(5,628)	(5,685)	5,628	(5,685)
Revenue Bonds Payable - net of current portion	**$ 157,742**	**$ (5,685)**	**$ (714)**	**$ 151,343**

During the fiscal year, FPUA's Utilities Revenue Capital Appreciation Bonds, Series 1999B, matured. The bonds were issued to finance the cost of acquiring and constructing additions, extensions, and improvements to the water and wastewater facilities. The 1999B Bonds were payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. There are no remaining obligations as of September 30, 2025.

In June 2022, FPUA issued Utilities Refunding Revenue Bonds, Series 2022A, in the amount of $143,500, including $75,975 of serial bonds, and $67,525 of term bonds. The bonds were issued to pay the costs of the acquisition, construction, and equipping of certain capital improvements to the system, refund all the outstanding Utilities Refunding Revenue Bonds Series 2009, and pay certain costs associated with the bond issuance. The refunding of the 2009 revenue bonds resulted in net present value savings of $2,392. The 2022A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding serial bonds were issued at a premium of $9,021. They are due in annual installments beginning on October 1, 2024 through October 1, 2042 in amounts ranging from $950 to $6,460, plus interest at a fixed rate of 5.0%. The term bond was issued at a discount of $1,053 and matures October 1, 2052 with payments ranging from $5,625 to $8,005 and a fixed rate of 4.00%. Interest on the 2022A Bond is due and paid semiannually.

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In June 2022, FPUA issued Utilities Refunding Revenue Bonds, Series 2022B, in the amount of $2,550. The bonds were issued to pay the costs of the acquisition, construction, and equipping of certain capital improvements to the system including improvements to FPUA's broadband and other communications services systems, and pay certain costs related to the issuance of the bonds. The 2022B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding serial bonds were issued at a premium of $329. They are due in annual installments beginning on October 1, 2027 through October 1, 2036 in amounts ranging from $200 to $315, plus interest at a fixed rate of 5.00%. Interest on the 2022B Bond is due and paid semiannually.

Fort Pierce Utilities Authority Outstanding Revenue Bonds - Direct Placements

In March of 2016, FPUA issued Utilities Refunding Revenue Bonds, Series 2016, in the amount of $9,545 to refund the outstanding principal amount of FPUA's Utilities Revenue Bonds Series 2002. The refunding resulted in a net present value savings of $2,466. The 2016 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding serial bonds are due in annual installments beginning on October 1, 2024 through October 1, 2026 in amounts ranging from $343 to $3,451, plus interest at a fixed rate of 2.14%. Interest on the 2016 Bond is due and paid semiannually.

Requirements to amortize all revenue bonds outstanding as of September 30, 2025 are as follows:

	Revenue Bonds		Direct Placements		
Year Ending September 30	Principal	Interest	Principal	Interest	Total
2026	2,310	6,419	3,375	74	12,178
2027	2,420	6,298	3,451	-	12,169
2028	6,065	5,995	-	-	12,060
2029	6,370	5,676	-	-	12,046
2030	6,685	5,342	-	-	12,027
2031-2052	120,345	65,778	-	-	186,123
	$ 144,195	**$ 95,508**	**$ 6,826**	**$ 74**	**$ 246,603**

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

Significant Bond Covenants for Utilities Revenue Bonds

The Series 2016, 2022A, and 2022B, bond issues provide that FPUA accumulate monthly 1/6 of the amount of all interest due on the next semi-annual interest payment date, and 1/12 of the amount of principal due and payable on the next principal maturity date. Additionally, FPUA's Master Bond Resolution requires renewal and replacement, emergency reserve and debt service reserve subaccount funds with minimum requirements of $500, $900 and $1,977, respectively. These reserves are fully funded at September 30, 2025.

Redemption Options Prior to Maturity

The Series 2016 Utilities Refunding Revenue Bonds maturing on October 1, 2026 with an interest rate of 2.14% are redeemable anytime at the option of FPUA. Any full or partial prepayment will carry a fee equal to the greater of (i) 1.00% of the principal balance multiplied by the number of years remaining or (ii) a 'Yield Maintenance Fee'.

The Series 2022A Bonds maturing prior to October 1, 2033 are not subject to optional redemption prior to maturity. The series 2022A Bonds maturing on and after October 1, 2033 shall be subject to redemption prior to their stated dates of maturity, at the option of FPUA, in whole or part, on any date on or after October 1, 2032, in such maturities as FPUA shall in its discretion select by lot within a maturity if less than a full maturity, at a redemption price equal to 100% of the principal amount of such 2022A Bonds to be redeemed plus accrued interest to the redemption date.

The Series 2022B Bonds maturing prior to October 1, 2033 are not subject to optional redemption prior to maturity. The series 2022B Bonds maturing on and after October 1, 2033 shall be subject to redemption prior to their stated dates of maturity, at the option of FPUA, in whole or part, on any date on or after October 1, 2032, in such maturities as FPUA shall in its discretion select by lot within a maturity if less than a full maturity, at a redemption price equal to 100% of the principal amount of such 2022B Bonds to be redeemed plus accrued interest to the redemption date.

FORT PIERCE UTILITIES AUTHORITY
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September 30, 2025
(Dollars in Thousands)

Current and Advanced Refunding of Debt

Debt refunding activities occurred during fiscal year 2022 that resulted in the redemption or defeasance of certain outstanding obligations. The Refunded Bonds that matured October 1, 2022 through and including 2028 and October 1, 2029 were redeemed prior to their respective maturities, on the closing date of the Series 2022 Bonds (June 21, 2022) at a redemption price of 100% of the principal amount thereof, plus interest to the redemption date. The Refunded Bonds that matured on October 1, 2029 were redeemed on July 11, 2022 at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

NOTE M – CHANGES IN LONG-TERM LIABILITIES

Long-term liability activity for the year ended September 30, 2025:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Revenue Bonds	$ 149,480	$ -	$ (5,285)	$ 144,195	$ 2,310
Direct Placement	7,169		(343)	6,826	3,375
Net Pension Liability	16,531	-	(2,504)	14,027	-
Leases	114	-	(30)	84	34
SBITAs	109	-	(109)	-	-
Compensated Absences	3,330	336 *		3,666	246
Other Postemployment Benefits	1,457	107	(257)	1,307	-
Other Noncurrent Liabilities	69	-	(57)	12	-
Long Term Liabilities	$ 178,259	$ 443	$ (8,585)	$ 170,117	$ 5,965

* The change in the compensated absences liability is presented as a net change

FORT PIERCE UTILITIES AUTHORITY
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September 30, 2025
(Dollars in Thousands)

NOTE N – DISTRIBUTION TO THE GENERAL FUND, CITY OF FORT PIERCE

As provided by Article XII, Section 178 of the Charter of the City of Fort Pierce, Florida, six percent of FPUA's utility systems gross revenues, as defined therein, is distributed to the City's General Fund on an annual basis. The distribution calculation is based on the preceding fiscal year's audited financial statements. The following is the computation of the amounts distributable to the General Fund during the year ending September 30, 2025:

Gross Revenue	$ 173,566
Plus:	
Power Cost Adjustment	824
FMPA Management Fee	36
	174,426
Less:	
Grant Revenue	$16,989
PFAS Settlement	8,593
Capital Contributions	8,096
FPUAnet Revenue	2,287
FMPA TCEC O&M Expense Recovery	2,059
The Manatee Center Operating Revenue	851
Purchased Gas Adjustment	1,055
Adjusted Gross Revenue	$ 134,496
Amount distributable to General Fund, City of Fort Pierce	$ 8,070

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2025
(Dollars in Thousands)

NOTE O – TRANSACTIONS WITH THE CITY OF FORT PIERCE

As an enterprise fund of the City of Fort Pierce, transactions occur between FPUA and the City throughout the year in the ordinary course of operations. Below is a summary of significant transactions:

Metered and Non-metered Service Charges - FPUA bills the City on a monthly basis for all metered and non-metered services. Total amounts charged to the City for the year ended September 30, 2025, were $2,050. Current accounts receivable from the City at September 30, 2025, totaled $271.

Sanitation, Clean Community Fees and Utility Tax Billings - Charges to City residents for sanitation services, clean community fees and utility tax are included on FPUA's monthly billing statements to customers as a service to the City. FPUA acts only as an agent, with all cash collections relating to these charges forwarded monthly to the City. The City is charged $243 annually by FPUA to bill, collect and remit payment for sanitation services and clean community fees.

Disbursements made to the City by FPUA, including payments of utility tax, sanitation charges collected and other routine charges for the year ended September 30, 2025, were $14,293. In addition, FPUA paid the September 30, 2024 General Fund distribution to the City in the amount of $7,908. Amounts payable to the City at September 30, 2025, were $1,385.

Vehicle Fuel - The City charges FPUA for fuel used by FPUA vehicles. FPUA reciprocates by permitting the City to fuel their vehicles as needed at FPUA pumps and in turn bills the City for fuel used in their vehicles.

FORT PIERCE UTILITIES AUTHORITY
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NOTE P – SUBSEQUENT EVENT

In October 2025, Fort Pierce Utilities Authority issued Utilities Revenue Note Series 2025 in the principal amount not to exceed $15 million with PNC Bank, National Association. In anticipation of future long-term financing, it is necessary to draw funds on an interim basis to finance certain capital improvement projects of the system.

The line of credit bears interest at SOFR x 79.0% with a maturity of up to two years. Management anticipates that the line of credit will be repaid from proceeds of the planned debt issuance in Fiscal Year 2026.


FPUA
COMMUNITY PROUD

Required Supplementary Information

FORT PIERCE UTILITIES AUTHORITY
Schedule of Proportionate Share of the Net Pension Liability
For the City of Fort Pierce Retirement and Benefit System
(Dollars in Thousands)

Fiscal Year Ending September 30,	FPUA Proportion of the NPL	FPUA Proportionate Share of the NPL	FPUA Covered Payroll	NPL as a % of Covered Payroll	Plan Net Position as a % of Total Pension Liability
2025	42.26%	$ 14,027	$ 18,272	76.77%	88.82%
2024	42.72%	16,531	17,160	96.33%	86.42%
2023	43.33%	27,665	15,783	175.28%	76.58%
2022	45.32%	29,536	15,321	192.78%	75.29%
2021	48.73%	231	15,654	1.47%	99.81%
2020	45.44%	10,486	15,814	66.31%	90.33%
2019	48.01%	11,606	15,007	77.34%	89.42%
2018	48.48%	7,408	13,401	55.28%	93.12%
2017	50.75%	10,090	13,209	76.39%	90.74%
2016	44.84%	6,655	12,508	53.21%	92.51%

Required Supplementary Information

FORT PIERCE UTILITIES AUTHORITY
Schedule of Proportionate Share of Employer Contributions
For the City of Fort Pierce Retirement and Benefit System
(Dollars in Thousands)

Fiscal Year Ending September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2025	$ 3,960	$ 3,960	$ -	$ 18,272	21.67%
2024	3,662	3,662	-	17,160	21.34%
2023	2,807	2,807	-	15,783	17.78%
2022	2,602	2,602	-	15,321	16.98%
2021	2,575	2,575	-	15,654	16.45%
2020	2,775	2,775	-	15,814	17.55%
2019	2,717	2,717	-	15,007	18.10%
2018	2,402	2,402	-	13,401	17.92%
2017	2,147	2,147	-	13,209	16.25%
2016	2,039	2,039	-	12,508	16.30%

Required Supplementary Information

FORT PIERCE UTILITIES AUTHORITY
Other Postemployment Benefits (OPEB)
Schedule of Changes in Total OPEB Liability and Related Ratios
Last Eight Fiscal Years
(Dollars in Thousands)

	2025	2024	2023	2022	2021	2020	2019	2018
Total OPEB liability								
Service cost	$ 34	$ 32	$ 29	$ 44	$ 32	$ 29	$ 27	$ 20
Interest	73	59	55	38	28	33	37	33
Differences between expected and actual experience	(174)	113	(8)	146	(5)	282	133	(51)
Implicit Rate Subsidy	(83)	(83)	(73)	(73)	(105)	(105)	(64)	(41)
Net change in total OPEB liability	(150)	121	3	155	(50)	239	133	(39)
Total OPEB liability - beginning	1,457	1,336	1,333	1,178	1,228	989	856	895
Total OPEB liability - ending	$ 1,307	$ 1,457	$ 1,336	$ 1,333	$ 1,178	$ 1,228	$ 989	$ 856
Covered - employee payroll	$ 20,719	$ 20,688	$ 18,613	$ 17,899	$ 17,472	$ 17,191	$ 16,497	$ 15,211
Total OPEB liability as a percentage of covered - employee payroll	6.31%	7.04%	7.18%	7.45%	6.74%	7.14%	6.00%	5.63%

This schedule will show information for 10 years when that information is available.

There are no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the OPEB plan.

Statistical Section Contents

This part of the Fort Pierce Utilities Authority's (FPUA) Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosure, and required supplementary information says about FPUA's overall financial health. Statistical information for the current period, as well as nine years prior, is presented in this section. Historical data that is unavailable for the full nine years prior has been presented to include the earliest periods for which that information is readily accessible.

Contents	Page
Financial Trends These schedules contain trend information to help the reader understand how FPUA's financial performance and well-being has changed over time.	72-77
Revenue Capacity These schedules contain information to help the reader assess FPUA's local revenue source.	81-88
Debt Capacity These schedules present information to help the reader assess FPUA's debt burden and its ability to issue additional debt in the future.	90-91
Demographic and Economic Information This schedule offers demographic and economic indicators to help the reader understand the environment in which FPUA's financial activities take place.	94-95
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in FPUA's financial report relates to the services FPUA provides and the activities it performs.	98-109

Sources: Unless otherwise noted, the information in these schedules was obtained from the Annual Comprehensive Financial Reports for the relevant year.


FPUA
COMMUNITY PROUD

FINANCIAL TRENDS

FORT PIERCE UTILITIES AUTHORITY

Statement of Net Position - Assets and Deferred Outflows

Last Ten Fiscal Years

(Dollars in Thousands)

	2025	2024	2023
ASSETS AND DEFERRED OUTFLOWS			
ASSETS			
Current Assets:			
Equity in Pooled Cash and Investments	$ 79,035	$ 33,405	$ 35,159
Accounts Receivable, Net of Allowance for Uncollectible Accounts	9,838	8,816	8,979
Grants Receivable	792	26,585	1,818
Unbilled Receivables	8,585	8,077	7,571
Due from Other Governments	628	699	773
Inventories and Other Current Assets	15,953	16,585	12,151
Restricted Equity in Pooled Cash and Investments	26,650	25,370	22,249
Restricted Cash with Fiscal Agent	5,577	8,576	8,554
Total Current Assets	147,058	128,113	97,254
Noncurrent Assets:			
Capital Assets:			
Utility Plant in Service	547,078	531,035	515,567
Construction Work in Progress	192,879	100,211	47,403
Less Accumulated Depreciation	(347,103)	(331,913)	(318,052)
Right to Use Lease Assets	156	156	156
Less Accumulated Amortization	(82)	(50)	(18)
Right to Use Subscription Assets	441	441	441
Less Accumulated Amortization	(347)	(206)	(65)
Total Capital Assets (net of Accumulated Depreciation)	393,022	299,674	245,432
Other Noncurrent Assets:			
Restricted Equity in Pooled Cash and Investments	3,377	74,336	106,314
FMPA Working Capital Receivable	1,919	1,919	1,919
PFAS Settlement Receivable	2,007	-	-
Preliminary Survey	-	41	41
Investment in Public Gas Partners Pool	-	-	-
Total Other Noncurrent Assets	7,303	76,296	108,274
Total Assets	547,383	504,083	450,960
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflow	1,662	2,596	11,001
Deferred OPEB Outflow	207	298	276
Deferred Amount on Debt Refunding	358	385	412
Advance Distribution to General Fund - City of Fort Pierce	-	-	-
Total Deferred Outflows	2,227	3,279	11,689
TOTAL ASSETS AND DEFERRED OUTFLOWS	$ 549,610	$ 507,362	$ 462,649

FORT PIERCE UTILITIES AUTHORITY

Statement of Net Position - Assets and Deferred Outflows

Last Ten Fiscal Years

(Dollars in Thousands)

2022	2021	2020	2019	2018	2017	2016
$ 21,646	$ 20,786	$ 24,808	$ 30,506	$ 28,616	$ 26,661	$ 23,163
10,783	6,621	7,896	7,549	7,820	8,489	9,072
463	-	-	-	-	-	-
7,848	6,428	6,106	5,221	6,306	5,626	5,432
720	914	1,418	1,793	1,962	2,085	424
7,173	6,932	5,346	4,501	4,723	4,514	4,546
17,715	15,147	12,800	13,038	12,831	13,946	22,349
6,181	6,460	6,432	6,404	6,379	6,353	1,083
72,529	63,288	64,806	69,012	68,637	67,674	66,069
505,540	492,754	468,621	457,592	455,645	446,447	434,848
23,731	18,067	24,977	17,483	18,052	20,124	22,547
(304,528)	(290,363)	(276,799)	(263,908)	(259,869)	(253,514)	(241,651)
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
224,743	220,458	216,799	211,167	213,828	213,057	215,744
124,764	6,857	6,857	6,857	6,857	6,857	6,857
1,919	1,919	1,919	1,919	1,919	1,919	1,919
-	-	-	-	-	-	-
69	62	-	-	68	41	41
-	-	34	359	428	486	537
126,752	8,838	8,810	9,135	9,272	9,303	9,354
424,024	292,584	290,415	289,314	291,737	290,034	291,167
17,920	1,443	1,505	3,328	3,701	5,737	3,880
352	282	339	114	-	-	-
440	64	80	97	115	132	151
-	-	-	-	-	-	-
18,712	1,789	1,924	3,539	3,816	5,869	4,031
$ 442,736	$ 294,373	$ 292,339	$ 292,853	$ 295,553	$ 295,903	$ 295,198

FORT PIERCE UTILITIES AUTHORITY

Statement of Net Position - Liabilities, Deferred Inflows and Net Position

Last Ten Fiscal Years

(Dollars in Thousands)

	2025	2024	2023
LIABILITIES, DEFERRED INFLOWS AND NET POSITION			
LIABILITIES			
Current Liabilities:			
Accounts Payable and Accrued Expenses	$ 22,843	$ 18,178	$ 13,502
Due to City of Fort Pierce	1,340	1,188	953
Customer Deposits - restricted assets	10,133	9,775	9,429
Revenue Bonds Payable - restricted assets	5,685	5,628	5,575
Accrued Interest Payable - restricted assets	3,340	3,368	3,394
Accrued Compensated Absences	246	308	348
Due to St. Lucie County	-	-	-
Lease Liability	34	31	28
Subscription Asset Liability	-	109	100
Other Current Liabilities	51	199	277
Total Current Liabilities	43,672	38,784	33,606
Noncurrent Liabilities:			
Revenue Bonds Payable, Net of Unamortized Discounts/Premiums	151,343	157,742	163,823
Accrued Compensated Absences	3,420	3,021	1,923
Other Postemployment Benefits	1,307	1,457	1,336
Net Pension Liability	14,027	16,531	27,665
Due to St. Lucie County	-	-	-
Lease Liability	50	84	114
Subscription Asset Liability	-	-	109
Other Noncurrent Liabilities	12	69	35
Total Noncurrent Liabilities	170,159	178,904	195,005
Total Liabilities	213,831	217,688	228,611
DEFERRED INFLOWS OF RESOURCES			
Purchased Power and Gas Over-Recovery	12,139	11,201	8,884
Deferred Pension Inflow	7,002	4,739	302
Deferred OPEB Inflow	158	9	17
Reserve for Emergencies	279	-	-
Deferred Amount on Debt Refunding	-	-	-
Total Deferred Inflow of Resources	19,578	15,949	9,203
NET POSITION			
Net Investment in Capital Assets	221,040	191,079	171,276
Restricted Capital Improvement Charges	8,368	15,175	12,405
Restricted For Debt Service	1,977	1,977	1,977
Restricted For Emergencies	900	900	900
Restricted For Renewals & Replacements	500	500	500
Restricted for Capital Projects	7,991	-	-
Unrestricted	75,425	64,094	37,777
Total Net Position	316,201	273,725	224,835
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	$ 549,610	$ 507,362	$ 462,649

FORT PIERCE UTILITIES AUTHORITY

Statement of Net Position - Liabilities, Deferred Inflows and Net Position

Last Ten Fiscal Years

(Dollars in Thousands)

2022	2021	2020	2019	2018	2017	2016
$ 13,061	$ 9,855	$ 9,546	$ 7,969	$ 8,977	$ 8,973	$ 7,900
941	950	942	858	802	746	913
8,989	8,864	8,735	8,481	8,280	8,029	8,024
4,668	6,076	6,015	5,953	5,897	5,840	7,367
1,925	792	822	853	881	908	971
335	276	-	-	-	-	24
-	-	-	-	77	-	-
11	40	34	29	24	11	38
-	-	-	-	-	-	-
411	501	598	623	658	835	859
30,341	27,354	26,692	24,766	25,596	25,342	26,096
169,607	47,641	52,812	57,728	62,403	66,851	71,085
1,785	1,921	2,181	2,211	2,015	1,968	1,778
1,333	1,178	1,228	989	856	742	711
29,536	231	10,486	11,606	7,408	10,090	6,655
-	-	-	-	-	125	132
-	11	51	85	114	-	11
-	-	-	-	-	-	-
202,261	50,982	66,758	72,619	72,796	79,776	80,372
232,602	78,336	93,450	97,385	98,392	105,118	106,468
311	1,985	3,133	4,881	4,482	2,416	3,516
377	8,975	674	441	2,803	683	217
18	26	29	37	43	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
706	10,986	3,836	5,359	7,328	3,099	3,733
171,439	173,685	167,218	160,527	161,387	140,472	137,376
8,315	5,875	3,660	4,155	4,152	5,521	7,070
5,457	5,457	5,457	5,457	5,457	5,457	5,457
900	900	900	900	900	900	900
500	500	500	500	500	500	500
-	-	-	-	-	-	-
22,817	18,634	17,318	18,570	17,437	34,836	33,694
209,428	205,051	195,053	190,109	189,833	187,686	184,997
$ 442,736	$ 294,373	$ 292,339	$ 292,853	$ 295,553	$ 295,903	$ 295,198

FORT PIERCE UTILITIES AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position
Last Ten Fiscal Years
(Dollars in Thousands)

	FY 2025	FY 2024	FY 2023	FY 2022
OPERATING REVENUES				
Residential Sales	$ 56,185	$ 53,378	$ 54,143	$ 54,122
General Service Sales	71,134	68,133	70,898	70,128
Sales for Resale	2,613	2,370	2,099	1,945
Other Operating Revenues	4,998	3,976	2,973	2,426
Total Operating Revenues	134,930	127,857	130,113	128,621
OPERATING EXPENSES				
Purchases for Resale	49,325	47,010	55,872	62,593
Plant Operations	9,053	8,193	7,812	7,374
Field Operations	13,101	11,772	11,485	11,384
General and Administrative	27,212	26,766	27,808	26,411
Depreciation	15,646	15,695	14,565	14,731
Total Operating Expenses	114,337	109,436	117,542	122,493
OPERATING INCOME	20,593	18,421	12,571	6,128
NONOPERATING REVENUES (EXPENSES)				
Investment and Other Income	13,538	7,304	5,873	2,383
Grant Revenue	16,989	28,774	4,018	1,907
Gain (Loss) on Disposal of Capital Assets	13	7	90	17
TCEC Expenses	(2,059)	(2,245)	(2,156)	(2,069)
Storm Expenses	(541)	(21)	(168)	(130)
Interest Expense	(6,245)	(6,454)	(6,638)	(3,579)
Distribution to City of Fort Pierce	(7,908)	(7,468)	(6,758)	(6,524)
Total Nonoperating Revenues (Expenses)	13,787	19,897	(5,739)	(7,995)
INCOME BEFORE CAPITAL CONTRIBUTIONS	34,380	38,318	6,832	(1,867)
Capital Contributions	8,096	10,572	8,575	6,244
INCOME BEFORE EXTRAORDINARY ITEMS	42,476	48,890	15,407	4,377
Extraordinary Income (Expense)	-	-	-	-
CHANGE IN NET POSITION	42,476	48,890	15,407	4,377
Net Position - Beginning of Year	273,725	224,835	209,428	205,051
Net Position - End of Year	$ 316,201	$ 273,725	$ 224,835	$ 209,428

FORT PIERCE UTILITIES AUTHORITY

Statement of Revenues, Expenses and Changes in Net Position

Last Ten Fiscal Years

(Dollars in Thousands)

FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
$ 44,551	$ 43,677	$ 42,205	$ 41,364	$ 42,237	$ 41,432
56,187	53,670	54,726	54,347	55,839	53,811
2,186	2,204	1,062	894	953	914
1,991	1,745	3,402	3,605	3,621	2,264
104,915	101,296	101,395	100,210	102,650	98,421
43,369	41,925	43,796	43,289	45,523	43,783
6,411	6,249	5,917	5,771	5,577	5,313
10,837	10,459	10,107	9,647	9,360	9,062
17,755	19,242	20,716	18,580	17,740	16,997
14,263	13,384	13,959	12,993	12,774	13,097
92,635	91,259	94,495	90,280	90,974	88,252
12,280	10,037	6,900	9,930	11,676	10,169
2,483	2,810	3,044	2,654	2,215	2,011
97	159	423	457	421	-
5	4	29	(122)	20	125
(1,968)	(2,332)	(2,285)	(1,828)	(1,794)	(1,699)
(83)	(25)	(264)	(19)	(297)	-
(2,585)	(2,825)	(3,044)	(3,077)	(3,325)	(3,445)
(6,342)	(6,276)	(6,125)	(6,139)	(5,969)	(5,809)
(8,393)	(8,485)	(8,222)	(8,074)	(8,729)	(8,817)
3,887	1,552	(1,322)	1,856	2,947	1,352
6,111	3,392	1,501	292	(256)	1,650
9,998	4,944	179	2,148	2,691	3,002
-	-	97	(1)	(2)	21
9,998	4,944	276	2,147	2,689	3,023
15,929	10,985	10,709	8,562	5,873	2,850
$ 25,927	$ 15,929	$ 10,985	$ 10,709	$ 8,562	$ 5,873


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REVENUE CAPACITY


FPUA
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FORT PIERCE UTILITIES AUTHORITY
Average Number of Services Billed By System
Last Ten Fiscal Years

FISCAL YEAR	ELECTRIC	WATER	NATURAL GAS	WASTEWATER	INTERNET SERVICES
FY 2025	29,912	23,495	4,140	17,462	327
FY 2024	29,616	22,891	4,117	16,947	191
FY 2023	29,233	22,334	4,089	16,497	99
FY 2022	29,017	21,857	4,098	16,125	60
FY 2021	28,870	21,470	4,110	15,820	60
FY 2020	28,749	21,124	4,117	15,585	61
FY 2019	28,527	20,725	4,111	15,316	70
FY 2018	28,265	20,356	4,099	15,107	70
FY 2017	28,287	20,221	4,128	15,084	71
FY 2016	28,299	20,079	4,166	15,069	76

FORT PIERCE UTILITIES AUTHORITY

Operating Revenues By System

Last Ten Fiscal Years

(Dollars in Thousands)

	FY 2025	FY 2024	FY 2023	FY 2022
ELECTRIC				
Residential				
Inside the City	$ 27,022	$ 25,668	$ 27,839	$ 30,305
Outside the City	6,809	6,363	6,865	7,416
General Service				
Inside the City	34,496	32,504	36,267	38,565
Outside the City	6,205	6,030	6,859	7,023
Other Retail	529	523	529	515
Other Operating Revenues	1,099	916	933	782
Total Electric Operating Revenues	76,160	72,004	79,292	84,606
WATER				
Residential				
Inside the City	8,274	7,975	7,223	6,041
Outside the City	3,362	3,123	2,811	2,355
General Service				
Inside the City	8,488	8,352	7,949	6,710
Outside the City	5,203	4,814	4,422	3,645
Sales for Resale	2,614	2,370	2,099	1,945
Other Operating Revenues	410	268	228	237
Total Water Operating Revenues	28,351	26,902	24,732	20,933
GAS				
Sales Revenue				
Residential	1,505	1,543	1,462	1,386
Heat Only	9	8	8	8
General Service	5,249	5,428	5,191	5,496
Other Operating Revenues	53	53	54	46
Total Gas Operating Revenues	6,816	7,032	6,715	6,936
WASTEWATER				
Residential				
Inside the City	8,082	7,729	7,058	5,888
Outside the City	1,124	972	878	725
General Service				
Inside the City	7,796	7,747	7,493	6,204
Outside the City	3,166	2,732	2,187	1,968
Other Operating Revenues	300	356	280	257
Total Wastewater Operating Revenues	20,468	19,536	17,896	15,042
MANATEE CENTER				
Total Manatee Center Operating Revenues	850	739	502	503
FPUAnet COMMUNICATIONS				
Total FPUAnet Communications Operating Revenues	2,285	1,644	976	601
TOTAL OPERATING REVENUES	$ 134,930	$ 127,857	$ 130,113	$ 128,621

FORT PIERCE UTILITIES AUTHORITY

Operating Revenues By System

Last Ten Fiscal Years

(Dollars in Thousands)

FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
$ 23,509	$ 23,378	$ 22,671	$ 22,387	$ 23,105	$ 22,718
5,763	5,719	5,589	5,527	5,641	5,600
28,993	28,298	29,025	29,487	30,038	29,077
5,235	5,112	5,307	5,312	5,171	5,039
515	515	515	508	1,711	1,680
813	564	1,025	1,065	1,022	1,042
64,828	63,586	64,132	64,286	66,688	65,156
5,654	5,346	5,067	4,877	4,876	4,710
2,217	2,098	1,965	1,837	1,790	1,680
6,174	5,882	5,970	5,793	5,868	5,498
3,221	3,096	2,880	2,515	2,638	2,625
2,186	2,204	1,061	894	953	914
370	342	691	431	689	110
19,822	18,968	17,634	16,347	16,814	15,537
1,240	1,185	1,203	1,212	1,196	1,192
9	8	8	9	9	11
3,953	3,166	3,610	3,429	3,367	3,106
59	56	67	61	73	69
5,261	4,415	4,888	4,711	4,645	4,378
5,484	5,290	5,104	4,929	4,963	4,874
678	656	601	587	582	572
5,843	5,518	5,518	5,640	5,688	5,547
2,054	1,898	1,726	1,507	1,433	1,314
196	165	898	1,298	928	141
14,255	13,527	13,847	13,961	13,594	12,448
366	429	429	435	444	410
383	371	465	470	465	492
$ 104,915	$ 101,296	$ 101,395	$ 100,210	$ 102,650	$ 98,421

FORT PIERCE UTILITIES AUTHORITY

Unit Sales By System

Last Ten Fiscal Years

	FY 2025	FY 2024	FY 2023	FY 2022
ELECTRIC SALES (MWh)				
General Service				
Inside the City	285,894	280,485	279,162	276,465
Outside the City	47,163	48,280	49,471	47,252
Total General Service	333,057	328,765	328,633	323,717
Residential				
Inside the City	209,326	205,918	206,847	205,916
Outside the City	50,405	48,813	48,831	48,345
Total Residential	259,731	254,731	255,678	254,261
Total Sales	592,788	583,496	584,311	577,978
WATER SALES - 1,000 GALLONS				
General Service				
Inside the City	944,250	980,537	1,015,859	989,442
Outside the City	649,848	641,458	639,157	609,314
Total General Service	1,594,098	1,621,995	1,655,016	1,598,756
Residential				
Inside the City	812,762	822,882	785,158	761,439
Outside the City	249,670	243,053	230,058	224,737
Total Residential	1,062,432	1,065,935	1,015,216	986,176
Sales for Resale	425,193	393,742	348,613	382,581
Total Sales	3,081,723	3,081,672	3,018,845	2,967,513
NATURAL GAS SALES (ccf)				
General Service	3,060,728	2,983,012	2,777,909	2,691,998
Residential	415,896	423,634	415,775	426,554
Heat Only				
General Service	7	2	13	-
Residential Service	544	371	245	309
Contract Natural Gas	1,619,170	1,600,548	1,516,746	1,888,947
Total Sales	5,096,345	5,007,567	4,710,688	5,007,808
WASTEWATER BILLED - 1,000 GALLONS				
General Service				
Inside the City	733,537	773,037	802,262	771,964
Outside the City	315,937	265,204	211,445	219,684
Total General Service	1,049,474	1,038,241	1,013,707	991,648
Residential				
Inside the City	704,612	712,445	677,776	653,438
Outside the City	66,872	60,353	56,545	55,197
Total Residential	771,484	772,798	734,321	708,635
Total Sales	1,820,958	1,811,039	1,748,028	1,700,283

FORT PIERCE UTILITIES AUTHORITY

Unit Sales By System

Last Ten Fiscal Years

FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
274,385	266,890	274,339	268,973	273,618	272,166
47,508	46,471	47,597	44,915	43,915	44,243
321,893	313,361	321,936	313,888	317,533	316,409
206,495	204,535	199,503	188,706	190,973	193,198
48,539	47,986	47,204	44,725	44,912	45,883
255,034	252,521	246,707	233,431	235,885	239,081
576,927	565,882	568,643	547,319	553,418	555,490
973,438	936,306	977,228	953,524	961,850	907,134
569,684	556,032	519,213	448,681	478,576	485,639
1,543,122	1,492,338	1,496,441	1,402,205	1,440,426	1,392,773
753,198	718,156	687,026	678,972	694,146	665,354
224,466	217,524	207,312	195,718	195,685	181,754
977,664	935,680	894,338	874,690	889,831	847,108
447,273	458,579	343,496	314,748	335,494	327,819
2,968,059	2,886,597	2,734,275	2,591,643	2,665,751	2,567,700
2,788,752	2,418,710	2,538,305	2,224,479	2,114,141	2,024,641
431,705	433,924	430,370	440,858	427,855	436,048
185	171	8	738	104	181
611	563	580	278	494	857
1,717,644	1,711,290	1,688,760	1,635,710	1,624,410	1,593,130
4,938,897	4,564,658	4,658,023	4,302,063	4,167,004	4,054,857
767,094	709,374	730,146	725,643	740,121	712,513
255,994	254,566	218,172	182,984	170,391	158,987
1,023,088	963,940	948,318	908,627	910,512	871,500
645,001	614,653	586,400	577,746	592,358	567,945
53,386	53,105	49,668	47,981	49,491	46,633
698,387	667,758	636,068	625,727	641,849	614,578
1,721,475	1,631,698	1,584,386	1,534,354	1,552,361	1,486,078

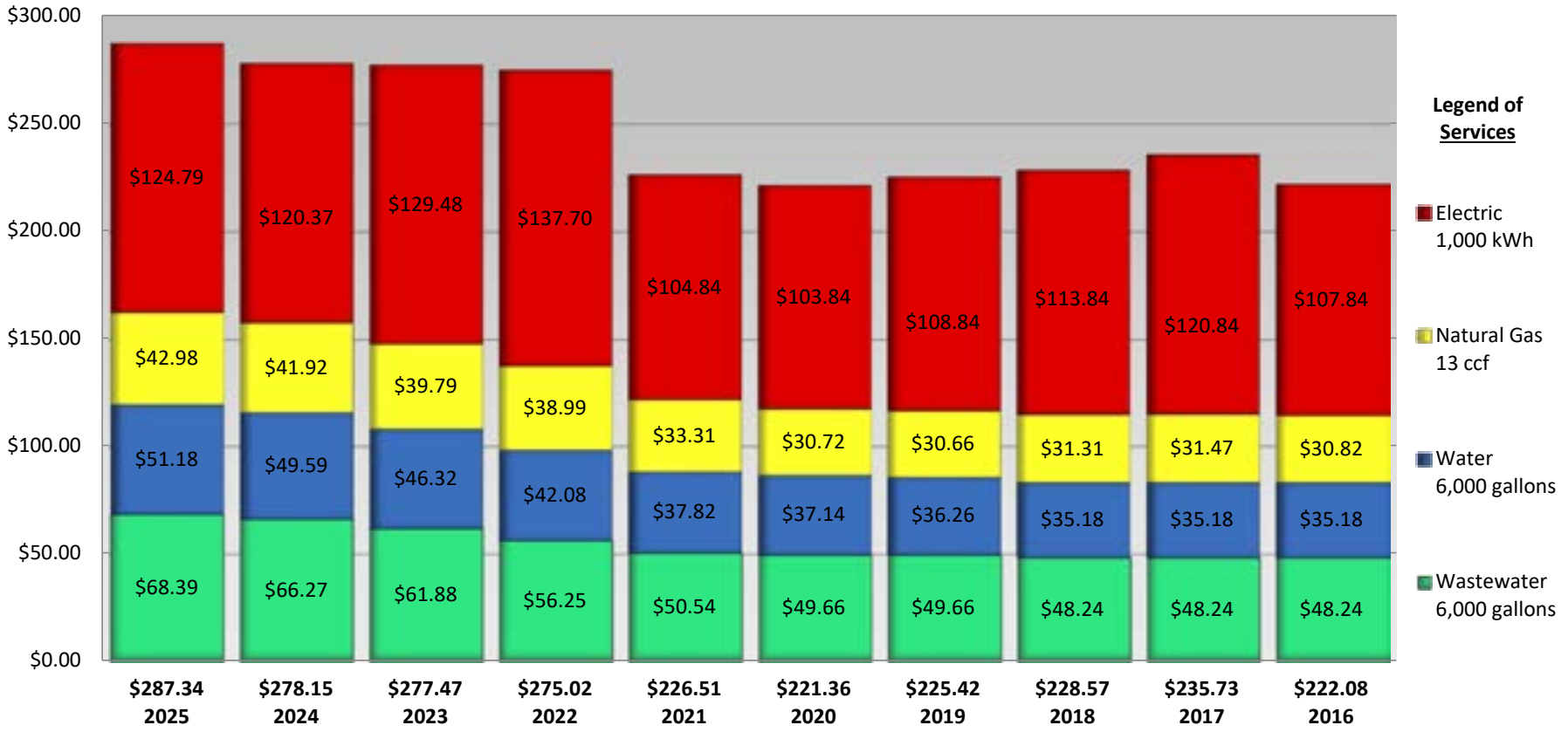
TOC

FORT PIERCE UTILITIES AUTHORITY
Ten Year Rate Analysis
Residential Rates
(Month of September)

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
ELECTRIC										
Customer Charge[1]	$ 7.29	$ 7.06	$ 6.60	$ 6.31	$ 6.01	$ 6.01	$ 6.01	$ 6.01	$ 6.01	$ 6.01
Rate Per kWh *(up to 750 kWh)*	0.11434	0.11325	0.11102	0.10965	0.10822	0.10822	0.10822	0.10822	0.10822	0.10822
PCA Per kWh[2]	-	(0.00300)	0.00900	0.01900	(0.01200)	(0.01300)	(0.00800)	(0.00300)	0.00400	(0.00900)
GAS										
Customer Charge[1]	$ 17.11	$ 16.57	$ 15.48	$ 14.81	$ 13.94	$ 13.69	$ 13.37	$ 13.37	$ 13.14	$ 13.14
Rate Per ccf *(up to 100 ccf)*	1.75	1.71	1.63	1.58	1.52	1.50	1.48	1.48	1.46	1.46
PGA Per ccf[3]	0.24000	0.24000	0.24000	0.28000	(0.03000)	(0.19000)	(0.15000)	(0.10000)	(0.05000)	(0.10000)
WATER										
Customer Charge[1]	$ 20.16	$ 19.53	$ 18.24	$ 16.58	$ 14.90	$ 14.64	$ 14.30	$ 13.88	$ 13.88	$ 13.88
Rate Per 1,000 Gallons *(up to 10,000 gallons)*	5.17	5.01	4.68	4.25	3.82	3.75	3.66	3.55	3.55	3.55
WASTEWATER										
Customer Charge[1]	$ 21.71	$ 21.03	$ 19.64	$ 17.85	$ 16.04	$ 15.76	$ 15.76	$ 15.30	$ 15.30	$ 15.30
Rate Per 1,000 Gallons	7.78	7.54	7.04	6.40	5.75	5.65	5.65	5.49	5.49	5.49

(1) Customer Charge reflects the Readiness-to-Serve charge.
(2) PCA - Power Cost Adjustment.
(3) PGA - Purchased Gas Adjustment.

FORT PIERCE UTILITIES AUTHORITY
Average Monthly Residential Bill
Last Ten Years
(Month of September)



FORT PIERCE UTILITIES AUTHORITY
System Rate Changes
Last Ten Fiscal Years

System/ Reason	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Electric										
FPSC Annual Price Index	3.24%	7.07%	4.53%							
Rate Sufficiency				5.00%						
$1/Mwh Reduction in the Energy Rate										
Water										
FPSC Annual Price Index	3.24%	7.07%		1.17%	1.79%	2.36%				
WW Plant Relocation			5.00%	5.00%						
Rate Sufficiency			5.00%	5.00%			3.00%			3.00%
Wastewater										
FPSC Annual Price Index	3.24%	7.07%		1.17%	1.79%					
WW Plant Relocation			5.00%	5.00%						
Rate Sufficiency			5.00%	5.00%			3.00%			
Natural Gas										
FPSC Annual Price Index	3.24%	7.07%	4.53%	1.17%	1.79%	2.36%		1.76%		
Rate Sufficiency				5.00%						

Note: No rate changes were implemented in FY 2017

DEBT CAPACITY

FORT PIERCE UTILITIES AUTHORITY
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(Dollars in Thousands)

	BUSINESS-TYPE ACTIVITIES										
	Revenue Bonds [1]				Direct Placement	Loan	Lease	Lease	Total		Debt
As of September 30	1999 Series	2009 Series	2012 Series	2022 Series	2016 Series	SL County	Capital Equip.	SBITAs	Outstanding Debt	Population	per Capita
2025	$ -	$ -	$ -	$ 144,195	$ 6,826	$ -	$ 84	$ -	$ 151,105	51,352	$ 2,943
2024	4,335	-	-	145,145	7,169	-	114	109	156,872	50,823	3,087
2023	8,425	-	-	146,050	7,504	-	142	209	162,330	49,508	3,279
2022	12,289	-	-	146,050	7,832	-	11	-	166,182	49,488	3,358
2021	15,923	29,640	-	-	8,153	-	51	-	53,767	48,038	1,119
2020	19,362	30,997	-	-	8,468	-	85	-	58,912	44,476	1,325
2019	22,601	32,304	-	-	8,776	-	114	-	63,795	43,653	1,461
2018	25,666	33,556	-	-	9,078	77	138	-	68,515	43,326	1,581
2017	28,555	34,763	-	-	9,373	124	11	-	72,826	43,409	1,678
2016	27,227	34,760	6,920	-	9,545	131	49	-	78,632	42,489	1,851

[1] Presented net of original issuance, discounts, and premiums

FORT PIERCE UTILITIES AUTHORITY

Computation of Debt Service Coverage

Last Ten Years

(Dollars in Thousands)

	FY 2025	FY 2024	FY 2023	FY 2022	FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
OPERATING INCOME	$ 20,593	$ 18,463	$ 12,773	$ 6,182	$ 12,310	$ 10,071	$ 6,966	$ 9,960	$ 11,681	$ 10,218
ADD:										
Depreciation Expense	15,631	15,677	14,544	14,716	14,250	13,373	13,948	12,985	12,769	13,092
Investment & Other Income	11,479	5,060	3,717	314	516	767	795	835	438	388
Gain on Disposal of Assets	13	-	-	16	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	-	-	97	(1)	(2)	21
Net OPEB Expense	88	88	77	76	4	6	11	156	31	30
NET AVAILABLE INCOME	$ 47,804	$ 39,288	$ 31,111	$ 21,304	$ 27,080	$ 24,217	$ 21,817	$ 23,935	$ 24,917	$ 23,749
DEBT SERVICE - Bonds & Pooled Loans										
Principal	$ 5,685	$ 5,628	$ 5,575	$ 5,648	$ 6,076	$ 6,015	$ 5,953	$ 5,897	$ 5,840	$ 7,367
Interest	6,681	6,735	6,788	2,984	1,584	1,644	1,706	1,762	1,816	2,079
NET CASH DEBT SERVICE	$ 12,366	$ 12,363	$ 12,363	$ 8,632	$ 7,660	$ 7,659	$ 7,659	$ 7,659	$ 7,656	$ 9,446
DEBT SERVICE COVERAGE (TIMES)	3.87	3.18	2.52	2.47	3.54	3.16	2.85	3.12	3.25	2.51

NOTE: Amounts exclude the Treasure Coast Energy Center and the Manatee Center


FPUA
COMMUNITY PROUD

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DEMOGRAPHIC AND ECONOMIC INFORMATION

TOC

FORT PIERCE UTILITIES AUTHORITY
Demographic and Economic Information
Last Ten Years

Year	City of Fort Pierce Population[1]	St. Lucie County Population[1]	St. Lucie County Labor Force[2]	Total Unemployment[2]	Percentage Rate of Unemployment[2]	St. Lucie County School Enrollment[3]	St. Lucie County Per Capita Income[4]	St. Lucie County Personal Income[4]
2025	51,352	394,074	169,581	7,381	4.4	46,276	***	***
2024	50,823	385,746	160,511	6,140	3.8	46,632	56,971	22,256,684
2023	49,508*	368,628*	161,710	5,687	3.5	45,875	54,842	20,488,368
2022	49,488	348,742	156,228	4,060	2.6	44,207	52,363	18,782,752
2021	48,038	340,060	152,747	7,630	5.0	41,277	50,038	17,192,028
2020	44,476	322,265	144,957	9,066	6.3	42,627	43,970	14,825,941
2019	43,653	309,359	146,710	5,479	3.7	41,225	41,125	13,501,095
2018	43,326	302,432	140,686	5,626	4.0	42,124	39,374	12,644,172
2017	43,409	297,634	136,063	6,046	4.4	40,678	38,835	12,175,078
2016	42,489	292,826	135,719	7,322	5.4	39,390	36,196	11,094,354

Sources:

[1] University of Florida, Bureau of Economic & Business Research
[2] Florida Department of Labor & Employment Security
[3] St. Lucie County School Board
[4] U.S. Department of Commerce, Bureau of Economic Analysis
* Economic Development Council of St. Lucie County, Demographics
*** Data unavailable

FORT PIERCE UTILITIES AUTHORITY
Principal Ratepayers
Current Year and Nine Years Ago

	2025			2016		
Ratepayer	**Ratepayer Revenue**	**Rank**	**% of Revenue**	**Ratepayer Revenue**	**Rank**	**% of Revenue**
St. Lucie County BOCC	$ 7,147,950	1	5.30%	$ 3,931,059	1	3.99%
Fort Pierce Utilities Authority	3,921,392	2	2.91%	1,690,042	5	1.72%
St. Lucie County School Board	3,451,789	3	2.56%	2,965,558	2	3.01%
Lawnwood Regional Medical Center	3,365,225	4	2.49%	2,180,638	4	2.22%
Indian River State College	2,580,223	5	1.91%	2,557,741	3	2.60%
City of Fort Pierce	2,049,603	6	1.52%	1,600,311	6	1.63%
Florida Power & Light Company	1,879,493	7	1.39%	733,016	9	0.74%
Orchid Island Juice Company	1,563,128	8	1.16%	-	-	-
Florida Atlantic University	1,249,891	9	0.93%	1,206,510	8	1.23%
PB Holdco LLC	976,630	10	0.72%	-	-	-
Fort Pierce Housing Authority	-	-	0.00%	1,214,096	7	1.23%
Walmart	-	-	-	634,184	10	0.64%
TOTALS	**$ 28,185,325**		**20.89%**	**$ 18,713,155**		**19.01%**

Source:
FPUA audited financial statements


FPUA
COMMUNITY PROUD

Operating Information

FORT PIERCE UTILITIES AUTHORITY

Expenses By System

Last Ten Fiscal Years

(Dollars in Thousands)

	FY 2025	FY 2024	FY 2023	FY 2022
ELECTRIC				
Generation and Purchases for Resale	$ 46,470	$ 43,814	$ 52,692	$ 59,000
Transmission and Distribution	6,628	5,858	5,968	5,813
General and Administrative	10,139	10,487	11,654	11,221
Depreciation	4,564	5,160	4,511	4,599
Total Electric Operating Expenses	67,801	65,319	74,825	80,633
WATER				
Purchases for Resale	-	-	-	4
Plant Operations	5,553	5,034	4,927	4,722
Transmission and Distribution	2,390	2,222	1,980	2,213
General and Administrative	7,848	7,837	7,771	7,335
Depreciation	5,482	5,352	5,100	5,277
Total Water Operating Expenses	21,273	20,445	19,778	19,551
NATURAL GAS				
Purchases for Resale	2,792	3,134	3,124	3,513
Supply and Distribution	1,225	1,120	1,054	998
General and Administrative	1,695	1,734	1,814	1,644
Depreciation	562	524	451	482
Total Natural Gas Operating Expenses	6,274	6,512	6,443	6,637
WASTEWATER				
Plant Operations	2,992	2,723	2,494	2,351
Pumping and Collection	2,858	2,573	2,483	2,360
General and Administrative	5,559	5,178	5,214	5,148
Depreciation	4,539	4,192	4,146	4,100
Total Wastewater Operating Expenses	15,948	14,666	14,337	13,959
MANATEE OBSERVATION AND EDUCATION CENTER				
Plant Operations	508	437	392	301
General and Administrative	327	327	291	241
Depreciation	15	18	21	15
Total MOEC Operating Expenses	850	782	704	557
FPUAnet COMMUNICATIONS				
Purchases for Resale	62	62	56	77
General and Administrative	1,645	1,201	1,062	821
Depreciation	484	450	337	258
Total FPUAnet Communications Operating Expenses	2,191	1,713	1,455	1,156
TOTAL OPERATING EXPENSES	$ 114,337	$ 109,437	$ 117,542	$ 122,493

FORT PIERCE UTILITIES AUTHORITY

Expenses By System

Last Ten Fiscal Years

(Dollars in Thousands)

FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
$ 41,320	$ 40,480	$ 41,924	$ 41,402	$ 43,689	$ 42,179
5,271	5,215	4,958	4,372	4,122	4,091
7,619	8,262	8,778	7,918	7,863	7,460
4,523	4,335	4,291	3,538	4,401	4,508
58,733	58,292	59,951	57,230	60,075	58,238
-	-	6	-	2	-
4,177	4,032	3,886	3,693	3,481	3,304
2,111	2,008	2,045	2,078	1,898	1,743
4,973	5,492	6,100	5,498	4,930	4,726
5,134	4,951	5,542	5,407	4,417	4,454
16,395	16,483	17,579	16,676	14,728	14,227
1,971	1,365	1,788	1,817	1,773	1,556
1,056	1,052	1,051	989	1,024	1,251
1,180	1,297	1,384	1,140	1,016	1,046
432	389	413	362	298	313
4,639	4,103	4,636	4,308	4,111	4,166
1,962	1,933	1,758	1,804	1,823	1,742
2,399	2,184	2,053	2,209	2,316	1,977
3,366	3,645	3,868	3,647	3,530	3,385
4,043	3,628	3,637	3,613	3,587	3,743
11,770	11,390	11,316	11,273	11,256	10,847
272	285	273	273	272	267
111	167	210	183	171	186
13	11	11	8	6	6
396	463	494	464	449	459
78	79	78	69	58	48
506	379	377	195	230	194
118	70	64	65	66	73
702	528	519	329	355	315
$ 92,635	$ 91,259	$ 94,495	$ 90,280	$ 90,974	$ 88,252

FORT PIERCE UTILITIES AUTHORITY

Electric Energy Sources, Water and Wastewater Statistics

Last Ten Fiscal Years

	FY 2025	FY 2024	FY 2023	FY 2022
ELECTRIC STATISTICS				
Sources of Energy (MWh)				
Total Energy Purchased	613,773	607,255	610,810	599,028
Gross Peak Demand (MW)	124	122	125	119
WATER STATISTICS				
Water Production - 1,000 Gallons				
Raw Water Treated	3,824,843	3,744,443	3,646,843	3,581,049
Water from Distribution System	67,306	32,611	38,484	69,369
Less Deep Well Concentrate	(400,184)	(362,018)	(324,830)	(298,281)
Water Used in Plant	(19,710)	(19,764)	(19,960)	(21,585)
Water from or (left-in) Storage	(388)	115	(1,875)	2,882
FINISHED WATER FROM PLANT	3,471,867	3,395,387	3,338,662	3,333,434
Purchased for Resale (Interconnects)	-	-	74	966
Water Pumped to City	3,471,867	3,395,387	3,338,736	3,334,400
Water Used in System	187,273	173,924	157,093	183,546
Water Sales	3,081,723	3,081,672	3,018,845	2,967,513
Losses and Unaccounted for Gallonage	202,871	139,791	162,798	183,341
% of Unaccounted	5.84%	4.12%	4.88%	5.50%
Average Daily Consumption	9,513	9,290	9,149	9,135
Highest Daily Consumption	11,059	11,228	12,070	10,512
Date	4/21/25	4/29/24	6/3/23	1/25/22
Peak Maximum Demand (MG)	13,669	14,564	16,370	24,722
Date	4/21/25	5/19/24	6/3/23	1/25/22
Rainfall (inches)	60.89	61.79	61.19	64.82
WATER RECLAMATION FACILITY				
(In Millions of Gallons per Day)				
Average Daily Flow	5.94	6.46	6.06	5.64
Peak Flow	14.38	14.57	10.21	11.92

FORT PIERCE UTILITIES AUTHORITY

Electric Energy Sources, Water and Wastewater Statistics

Last Ten Fiscal Years

FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
595,749	588,692	578,051	572,717	569,684	583,207
115	116	113	112	112	112
3,573,585	3,438,204	3,153,294	3,361,321	3,142,178	3,015,157
58,849	62,869	84,384	81,215	75,158	34,250
(267,880)	(210,750)	(154,259)	(202,420)	(174,491)	(155,230)
(20,960)	(19,764)	(19,710)	(33,087)	(23,007)	(20,986)
(435)	112	(1)	(255)	(2,867)	890
3,343,159	3,270,671	3,063,708	3,206,774	3,016,971	2,874,081
-	-	2,813	-	1,105	130
3,343,159	3,270,671	3,066,521	3,206,774	3,018,076	2,874,211
163,623	185,704	280,623	267,414	237,965	195,953
2,968,059	2,886,797	2,734,275	2,591,643	2,665,751	2,567,700
211,477	198,170	51,623	347,717	114,360	110,558
6.33%	6.06%	1.68%	10.84%	3.79%	3.85%
9,157	8,936	8,394	8,793	8,269	7,853
10,838	10,691	9,756	11,196	9,992	9,477
5/30/21	3/31/20	5/30/19	2/26/18	3/30/17	3/8/16
19,298	13,522	12,910	20,863	13,668	15,634
1/6/21	7/12/20	6/24/19	8/3/18	9/28/17	3/28/16
65.42	65.92	49.27	51.61	58.03	69.65
6.42	5.76	4.99	5.96	5.33	6.40
18.96	11.48	7.72	14.21	13.30	13.83

FORT PIERCE UTILITIES AUTHORITY
Authorized Full-Time Positions By Department
Last Ten Fiscal Years

Department	9/30/2025	9/30/2024	9/30/2023	9/30/2022
01 The Manatee Center	5	5	4	4 P
02 Treasure Coast Energy Center	8 D	9 D	11 D	11 D
10 Board	5	5	5	5
11 Director of Utilities	2	2	2	2
12 General Counsel	2	2	2	1
14 Chief Financial Officer	1	1	4	4
15 Human Resources	4	4	3	3 D
18 Safety	1	1	1	1
21 Finance	10	9	9	11 D
22 Supply Chain Management	9	9	7	7
31 Chief Operating Officer	1	1	1	3
32 Information Technology Services	14	15	16	17
35 Facilities	6	6	6	6
41 Public Affairs & Sustainability	6	5	4	1
43 Customer Service	21 D	21 D	23 D	29 D
44 Utility Operations	18 D	18 D	18 D	-
46 Geospatial Technology Services	5	5	5	4
51 Director of Electric & Gas Systems	2	2 D	2 D	1 D
54 Electric Transmission and Distribution	27 D	27 D	27 D	27 D
55 Electric Operations	11 D	11 D	11 D	24 D
56 Electric & Gas Engineering	9 P	9 P	9 P	10 P
61 Director of Water/Wastewater Systems	1	1	1	1
62 Water Resources	23 D	23 D	25 D	25 D
64 Water Distribution	26 D	26 D	28 D	28 D
66 Water/Wastewater Engineering	13 D,P	12 D,P	12 D,P	12 D,P
74 Gas Operations	14	14 D	15 D	15 D
82 Water Reclamation	16 D	16 D	16 D	16 D
84 Wastewater Collection	19 D	18 D	20 D	20
93 FPUAnet Communications	12	11	9	7
TOTAL	291	288	296	295

D - Includes D.R.O.P. Participant employees
P - Excludes part-time employees

Utility Operations was created FY 2023 from employees from Customer Service and Electric Operations

FORT PIERCE UTILITIES AUTHORITY

Authorized Full-Time Positions By Department

Last Ten Fiscal Years

9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016
4 P	4 P	4 P	4 P	3 P	3 P
15 D	15 D	15 D	15 D	13	13 D
5	5	5	5	5	5
2	2	2	2	2	2
1	1	1	1	1	1
4	3	-	-	-	-
3 D	3 D	3 D	3	3	3
1 P	1 P	1 P	1 P	1 P	1 D
11 D	11	13	13	13	13
7 D	6 D	6 D,P	6 P	6 P	6 P
2	2	2	2	1	1
17	17	17	17 D	17 D	17 D
6	5	5	5	5	5 D
1	1	1	1	-	-
28 D	26 D	26 D	26 D	26 D	26 D
-	-	-	-	-	-
-	-	-	-	-	-
1	1	1	1	1	1
25 D	25	25	23	23 D	23 D
24 D	24 D	23 D	23 D	24 D	24 D
13 P	13 P	13 D,P	11 D	9 P	9
1	1	1	1	1	1 D
25 D	25 D	25 D	25 D	24 D	24 D
28 D	27 D	27 D	27 D	28 D	28 D
13 D,P	13 P	13 P	12	11 P	11 P
15 D	15	15	15 D	15 D	15 D
16 D	16 D	16 D	16 D	16 D	16 D
20 D	20	20	20 D	19 D	19 D
4	4	3	3	3 D	2 D
292	286	283	278	270	269

FORT PIERCE UTILITIES AUTHORITY
Performance Indicators
Last Ten Fiscal Years

	FY 2025	FY 2024	FY 2023	FY 2022
SAFETY				
Frequency Rate	3.34	49.51	0.80	1.25
DART/Severity Rate	3.34	0.83	1.30	3.75
Workers' Compensation Experience Modification Factor	0.66	0.66	0.67	0.74
FINANCIAL				
Debt Service Ratio (12 months ended)	3.87	3.18	2.52	2.47
Operating Ratio	0.85	0.86	0.90	0.95
COMPONENT COSTS				
Water Treatment Plant				
$ / 1,000 gallons raw water	$2.32	$2.29	$2.27	$2.26
Water Reclamation Facility				
$ / 1,000 gallons effluent	$2.11	$1.98	$2.01	$2.05
Electric T&D				
$ / mile of T & D lines	$26,157.31	$26,491.17	$27,249.49	$27,554.71
$ / number of services	$33.38	$34.09	$34.74	$35.11
Water Distribution				
$ / 1,000 gallons billed	$2.10	$1.98	$1.88	$1.94
$ / number of services	$22.92	$22.17	$21.18	$21.91
Wastewater Collection				
$ / 1,000 gallons billed	$2.77	$2.39	$2.41	$2.39
$ / number of services	$24.10	$21.32	$21.32	$20.96
Natural Gas Distribution				
$ / 1,000 ccf billed	$0.47	$0.44	$0.46	$0.40
$ / number of services	$48.41	$44.41	$44.05	$40.35
Lift Stations				
$ / 1,000 gallons billed	$0.87	$0.80	$0.82	$0.78
$ / number of services	$7.53	$7.16	$7.22	$6.87
Industrial Pre-Treatment				
$ / Customers	$1,519.47	$1,203.98	$1,280.75	$1,362.33
FPUAnet Communications				
$ / Customers	$439.24	$611.32	$976.46	$1,264.89
Administration				
$ / number of services	$21.97	$20.90	$21.00	$16.17

FORT PIERCE UTILITIES AUTHORITY
Performance Indicators
Last Ten Fiscal Years

FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
0.40	2.04	3.10	3.77	5.30	4.11
2.77	17.51	0.00	213.84	170.84	89.00
1.11	1.21	1.28	0.97	0.97	0.97
3.54	3.16	2.85	3.12	3.25	2.51
0.88	0.90	0.91	0.92	0.89	0.90
$1.97	$2.04	$2.48	$2.21	$1.99	$2.02
$1.48	$1.64	$1.98	$1.60	$1.78	$1.46
$22,838.11	$23,249.60	$24,073.82	$20,530.49	$21,860.34	$21,636.69
$28.71	$29.36	$30.39	$25.93	$27.56	$27.27
$1.76	$1.84	$1.97	$2.11	$1.92	$1.88
$20.31	$20.92	$21.68	$22.36	$21.05	$20.01
$2.32	$2.25	$2.30	$2.47	$2.60	$2.39
$21.01	$19.62	$19.81	$20.90	$22.31	$19.61
$0.37	$0.41	$0.43	$0.43	$0.41	$0.49
$36.85	$37.75	$40.36	$37.41	$34.36	$39.54
$0.72	$0.75	$0.68	$0.72	$0.66	$0.75
$6.48	$6.56	$5.89	$6.12	$5.62	$6.14
$1,129.98	$1,142.53	$888.13	$916.33	$919.02	$927.50
$733.04	$491.19	$540.93	$423.99	$414.79	$345.35
$14.41	$14.53	$14.60	$14.48	$14.96	$14.51

FORT PIERCE UTILITIES AUTHORITY
Performance Indicators
Last Ten Fiscal Years

	FY 2025	FY 2024	FY 2023	FY 2022
HUMAN RESOURCES				
Overtime Ratio	0.075	0.070	0.075	0.056
Sick Leave Ratio	0.037	0.042	0.058	0.041
Overtime vs. Annual Overtime Budget	131.66%	101.75%	120.98%	97.53%
Training Hours vs. Regular Hours Worked	2.04%	2.62%	1.95%	1.97%
Training Dollars vs. Budgeted Salary Dollars	2.79%	2.02%	1.69%	2.75%
Annual Turnover Rate	9.02%	12.56%	12.24%	17.69%
CUSTOMER SERVICE				
Number of connections	10,567	10,160	10,207	9,606
Number of disconnections	11,649	11,728	11,476	11,464
Number of accounts to collection agency	1,118	1,145	1,321	1,007
Amount of accounts written off				
Electric	$128,079	$99,095	$238,955	$92,296
Water	$21,653	$64,817	$43,491	$16,550
Natural Gas	$1,108	$12,960	$3,475	$1,204
Wastewater	$19,867	$17,648	$38,773	$14,854
Customer Charges	$8,301	$15,423	$14,408	$5,680
Communications	($57)	$540	$365	$119
Number of service orders				
Started	55,441	47,774	44,407	41,784
Completed	55,688	47,795	44,411	42,871

FORT PIERCE UTILITIES AUTHORITY
Performance Indicators
Last Ten Fiscal Years

FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
0.067	0.052	0.053	0.058	0.073	0.050
0.039	0.032	0.030	0.043	0.037	0.038
122.33%	120.04%	120.09%	132.07%	176.47%	114.22%
2.73%	1.91%	3.56%	2.11%	2.10%	2.87%
2.40%	2.51%	3.59%	3.12%	1.51%	2.00%
12.66%	7.00%	9.00%	9.00%	10.64%	12.40%
9,365	10,163	10,237	12,231	13,534	14,109
11,671	11,363	12,314	12,818	12,795	13,316
1,139	1,110	1,269	1,498	1,353	1,622
$256,722	$122,572	$28,984	$112,847	$184,794	$200,966
$46,031	$21,981	$5,189	$20,226	$33,140	$36,032
$3,354	$1,602	$364	$1,461	$2,415	$2,639
$41,317	$19,729	$4,658	$18,156	$29,744	$32,324
$66,201	$57,542	$1,790	$6,952	$11,371	$12,371
$331	$155	$50	$157	$232	$257
54,697	38,516	42,120	40,193	41,243	45,028
48,293	37,777	41,846	40,524	41,014	44,937

FORT PIERCE UTILITIES AUTHORITY
Capital Asset Statistics by Utility System
Last Ten Fiscal Years

	As of September 30									
	2025	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**
ELECTRIC										
Miles of transmission and distribution lines	459	452	447	441	435	432	432	428	428	428
WATER										
Miles of water mains	423	415	411	403	400	396	393	390	385	385
Number of hydrants	1,861	1,817	1,787	1,728	1,715	1,702	1,689	1,661	1,645	1,642
Number of surficial wells	32	32	37	37	36	36	36	36	36	36
Number of floridan wells	11	11	11	11	11	11	11	11	11	11
NATURAL GAS										
Miles of main lines	194	194	179	178	175	171	171	171	171	170
Miles of service lines	85	84	83	83	82	81	81	81	81	80
WASTEWATER										
Miles of force mains	124	112	105	101	100	100	97	97	97	97
Miles of gravity sewer lines	184	183	180	179	177	175	174	172	172	172
Number of lift stations	126	126	121	121	121	119	118	118	117	117
Number of Low Pressure Sewer Systems	92	78	44	*	*	*	*	*	*	*
FPUAnet										
Miles of Fiber Line	142	119	112	110	110	*	*	*	*	*

* Data not available

FORT PIERCE UTILITIES AUTHORITY
Ten Largest Customers
Fiscal Year 2025

Ranking	Customer Name	Utility Service	Unit Sales	Revenues	Total
1	**St. Lucie County Board of County Commissioners**	Electric (kWh)	14,481,248	$1,749,578	
		Water (kgal.)	510,594	3,278,134	
		Wastewater	216,610	1,889,894	
		Natural Gas (ccf)	40,516	76,916	
		Internet		153,428	$7,147,950
2	**Fort Pierce Utilities Authority**	Electric (kWh)	20,241,239	$2,246,357	
		Water (kgal.)	4,446	60,145	
		Wastewater	3,196	50,923	
		Natural Gas (ccf)	32,064	48,015	
		Internet		1,515,951	$3,921,392
3	**St Lucie County School Board**	Electric (kWh)	21,918,557	2,738,671	
		Water (kgal.)	27,453	295,048	
		Wastewater	26,740	329,064	
		Natural Gas (ccf)	35,147	89,006	$3,451,789
4	**Lawnwood Regional Medical Center**	Electric (kWh)	31,147,282	$2,224,680	
		Water (kgal.)	33,645	203,382	
		Wastewater	33,667	282,805	
		Natural Gas (ccf)	507,930	641,720	
		Internet		12,638	$3,365,225
5	**Indian River State College**	Electric (kWh)	17,243,657	$2,028,934	
		Water (kgal.)	18,183	188,649	
		Wastewater	14,164	184,028	
		Natural Gas (ccf)	74,773	120,060	
		Internet		58,551	$2,580,223
6	**City of Fort Pierce**	Electric (kWh)	11,035,606	$1,356,564	
		Water (kgal.)	38,094	545,338	
		Wastewater	7,123	105,983	
		Natural Gas (ccf)	2,098	10,440	
		Internet		31,279	$2,049,603
7	**Florida Power & Light Company**	Electric (kWh)	4,320	$1,839	
		Water (kgal.)	279,181	1,871,761	
		Wastewater	150	5,894	$1,879,493
8	**Orchid Island Juice Company**	Electric (kWh)	6,090,364	$726,281	
		Water (kgal.)	31,967	203,875	
		Wastewater	31,935	297,727	
		Natural Gas (ccf)	268,098	335,245	$1,563,128
9	**Florida Atlantic University**	Electric (kWh)	11,252,697	$1,249,891	$1,249,891
10	**PB Holdco, LLC**	Electric (kWh)	6,378,067	$837,143	
		Water (kgal.)	2,131	23,931	
		Wastewater	2,131	25,635	
		Natural Gas (ccf)	53,132	74,382	
		Internet		15,540	976,630

TOTAL REVENUES BY UTILITY	Electric	$15,159,938
	Water	6,670,263
	Wastewater	3,171,953
	Natural Gas	1,395,784
	Internet	1,787,387
TOTAL COMBINED REVENUES		$28,185,325


FPUA
COMMUNITY PROUD

DMHB DiBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board Members
Fort Pierce Utilities Authority
Fort Pierce, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Fort Pierce Utilities Authority ("FPUA"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise FPUA's basic financial statements and have issued our report thereon dated March 6, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered FPUA's internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing out opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of FPUA's internal control. Accordingly, we do not express an opinion on the effectiveness of FPUA's internal control.

A *deficiency in internal* control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether FPUA's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
March 6, 2026

FORT PIERCE UTILITIES AUTHORITY
Schedule of Expenditures of Federal Awards and State and Local Financial Assistance
For the year ending September 30, 2025

Federal/State Grantor/ Federal Program/State Project	Passthrough Entity	CFDA/CSFA Number	Contract/ Grant No.	Expenditures
FEDERAL AWARDS:				
Department of Energy (DOE)				
Mitigating Impacts to extreme Weather and Natural Disasters through increased Grid Resiliency*	State of Florida	CFDA 81.254	GD0890	$1,775,751
Florida Department of Emergency Management (FDEM)				
Hurricane Milton Power Restoration Project	State of Florida	CFDA 97.036	DR4834	497,348
Department of Environmental Protection (DEP)				
FPUA Resilient Wastewater Adaptation	State of Florida	CFDA 21.027	23FRP12	351,924
Florida Department of Commerce				
Mutipurpose Community Facility at the Indian River State College, Blackburn Education Building	Indian River State College	CFDA 21.029	BB229	120,376
Department of Economic Opportunity (DEO)				
Sewer Lining Central District (Community Development Block Grant funds)	State of Florida	CFDA 14.228	IR039	8,253
Total Expenditures of Federal Awards				**$ 2,753,652**
STATE PROJECTS:				
Florida Department of Environmental Protection (FDEP)				
Advanced Wastewater Treatment Constrcution Project Phase 1*		CSFA 37.039	LG026	$10,000,000
Florida Department of Environmental Protection (FDEP)				
FPUA relocating Wastewater Treatment Plant (Water Quality)		CSFA 37.039	LPA0525	4,235,270
Total Expenditures of State and Local Financial Assistance				**$ 14,235,270**
*Denotes a major project	**Total Expenditures of Federal and Non-Federal Awards**			**$ 16,988,922**

FORT PIERCE UTILITIES AUTHORITY
Notes to Schedule of Expenditures of Federal Awards and
State and Local Financial Assistance
September 30, 2025

(Dollars in Thousands)

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards and state and local financial assistance (the Schedule) includes the federal, state & local grant activity of the FPUA under programs of the federal, state, and local government for the year ended September 30, 2025. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Because the Schedule presents only a selected portion of the operations of the FPUA, it is not intended to and does not present the financial position, changes in net position or cash flows of the FPUA.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Therefore, amounts reported on the Schedule are based on expenditures incurred as of September 30, 2025, even if a grant was received subsequent to that date. Pass-through entity identifying numbers are presented where available.

NOTE 3 – SUB-RECIPIENTS

During the year ended September 30, 2025, the FPUA had no sub-recipients.

DMHB DiBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL AWARD PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

To the Board Members
Fort Pierce Utilities Authority
Fort Pierce, Florida

Report on Compliance for Each Major Federal Program and State Project

Opinion on Each Major Federal Program and State Project

We have audited FPUA's compliance with the types of compliance requirements described in the *OMB Compliance Supplement*, and the requirements described in the Florida Department of Financial Services *State Projects Compliance Supplement* that could have a direct and material effect on each of FPUA's major federal awards and major state projects for the year ended September 30, 2025. FPUA's major federal programs and state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, FPUA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2025.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards (Uniform Guidance)*, and Chapter 10.550, *Rules of the Auditor General*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of FPUA and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major state project. Our audit does not provide a legal determination of FPUA's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to FPUA's federal programs and state projects.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on FPUA's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, issued by the Comptroller General of the United States, the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about FPUA's compliance with the requirements of each major federal program and state project, as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform guidance and Chapter 10.550, *Rules of the Auditor General*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding FPUA's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of FPUA's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the audit requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, but not for the purpose of expressing an opinion on the effectiveness of FPUA's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance which are required to be reported in accordance with the types of compliance requirements referred to above.

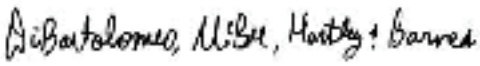
Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*. Accordingly, this report is not suitable for any other purpose.



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

Fort Pierce, Florida
March 6, 2026

FORT PIERCE UTILITIES AUTHORITY
Schedule of Findings and Questioned Costs - Federal Awards and State Projects
Year ended September 30, 2025

SECTION I - SUMMARY OF INDEPENDENT AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:			Unmodified
Internal control over financial reporting:			
• Material weakness(es) identified?	____ Yes	No	x
• Significant deficiencies identified that are not considered to be material weaknesses?	____ Yes	No	x
Noncompliance material to financial statements noted?	____ Yes	No	x

Federal Programs and State Projects

Type of auditor's report issued on compliance for major projects:			Unmodified
Internal control over major projects:			
• Material weakness(es) identified?	____ Yes	No	x
• Significant deficiencies identified that are not considered to be material weaknesses?	____ Yes	No	x
Any audit findings disclosed that are required to be reported in accordance with CFR 200.516(a) or state projects as defined by Rule 10.654(1)(g)4?	____ Yes	No	x

Identification of Major Projects:

Federal Programs:

CFDA Number (s):	Department of Energy (DOE)	Year
81.254	Mitigating Impacts to extreme Weather and Natural Resiliency	2024-2025

State Projects:

CSFA Number (s):	Name of State Program or Cluster:	Year
37.039	Statewide Water Quality Restoration Projects Credit, and Grant Program	2024-2025

Dollar threshold used to distinguish between type A and type B projects:			$	1,000,000
Auditee qualified as low-risk auditee?	x Yes	No		

SECTION II - FINANCIAL STATEMENT FINDINGS

There are no findings relating to the financial statements which are required to be reported in accordance with *Government Auditing Standards.*

SECTION III - STATE FINANCIAL ASSISTANCE FINDINGS AND QUESTIONED COSTS

There are no findings and questioned costs for State Awards are required to be reported in accordance with Chapter 10.550.

SECTION IV - STATE FINANCIAL ASSISTANCE SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

There were no audit findings for the year ended September 30, 2024.


FPUA
COMMUNITY PROUD

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Linda Cox, City Clerk, City Clerk

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: FPUA Annual Comp Financial Report Resolution

CAO RLS FILE: 26-82

DATE: March 10, 2026

I have reviewed the above request for legal services related to the resolution accepting the Fort Pierce Utilities Authority's annual comprehensive financial report for the 2024-2025 fiscal year. The resolution is approved as to form and correctness.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **13. C.**

Meeting Date: 04/06/2026

Re: Resolution 26-R24 Appointing two at-large members to the Historic Preservation Board.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R24 appointing two at-large members to the Historic Preservation Board.

SUMMARY:

The term of Charlie Hayek and Anthony Westbury expired on March 31, 2026. Mr. Hayek is seeking reappointment. Applications are attached.

RECOMMENDATION:

Select two at-large members.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Communications

Attachments

Ballot
Resolution
Agudelo
Boardman
Blust
Hayek
Hypolite
Knoll

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

Historic Preservation Board -- At-Large Ballot

To extent available, within the city, the commission shall appoint professional members from the disciplines of architecture, history, architectural history, planning, archaeology, real estate, law, engineering, construction, or any other historic preservation related disciplines such as urban planning, American studies, American civilization, cultural geography and cultural anthropology. Alternatively, to the extent that professional individuals in such disciplines are not available, there may instead be appointed lay individuals that have substantial experience, interest, or knowledge in the fields mentioned above. **Must be City resident or operate business in City.** (Financial Disclosure required.)

Please vote for two individuals, listed in alphabetical order below, in order of preference. The order in which you write the names will determine the points assigned to the individual.

Scarlet Agudelo, new applicant

Suzanne Boardman, new applicant

Paul Blust, new applicant

Charlie Hayek, existing member

Shatell Hypolite, new applicant

Douglas Knoll, new applicant

First Choice: _____ (2 pts)

Second Choice: _____ (1 pts)

Submitted by: _____

RESOLUTION NO. 26-R24

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

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

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

1. The following be and are hereby appointed and/or reappointed by the City Commission to serve as at-large members of the Historic Preservation Board; said terms shall expire as indicated below:

April 6, 2030

April 6, 2030

BE IT FURTHER RESOLVED that this Resolution shall become effective April 6, 2026.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 6th 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, ESQ
CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #24574

Date Submitted: 2/4/2026

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

Historic Preservation Board

Name:*

Scarlet Agudelo

Home Address:*

326 Fernandina Street

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

July 2025

Telephone Number*

6282763655

If less than two years, provide prior address:

3210 Cumbrian Court, Walnut Creek, California, 94598

Are you a citizen of the United States? *

☐ Yes

☑ No

Occupation: *

Project Manager

Employer:*

Self-Employed

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:

Airbnb - Same Address

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?

Airbnb

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

Yes

No

If yes, state the business and location:

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

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate Brokering:*

Yes

No

Finanace/Accounting:

Yes

No

No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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) *

Project Management Skillset

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

- [ ] Yes
- [x] 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:

N/A

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

☑

Yes

☐

No

Referred by:*

N/A

Applicant Email Address:*

agudelo.scarlet@gmail.com

Date:*

02/04/2026

Applicant's Signature:*

Scarlet Agudelo

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)

ScarletAgudelo_PMOProjectCoordinator.docx

SCARLET AGUDELO, CSM, CSPO
agudelo.scarlet@gmail.com
(628)276.3655

PMO Financial Project Coordinator & IT Project Manager - AGILE PROFICIENCY

PROFESSIONAL PROFILE

- 7+ years of experience in Project Coordination and Project Management in the financial field. Certified Scrum Master (CSM) and Scrum Product Owner (CSPO).
- Substantial expertise in Project Management Life Cycle (PMLC) and System Development Life Cycle (SDLC) using Waterfall and Agile methodologies. Experience with managing project budgets, project scope, and charters.
- Oversee the approval process for project cost plans to ensure alignment with budgetary goals.
- Diligent in preparing and presenting reports to Senior Leadership Teams, including forecast analysis and sign-offs, with strong verbal and written communication skills.
- Detail-oriented in project reporting and tracking, including steering committee reporting, executive reporting, and program reporting. Collaborate with Large and Project Leads to establish comprehensive project cost and budget plans in Clarity.
- Experience in leading, planning, and managing documentation for project releases using Jira management tools.
- Liaise with the Enterprise Project Management Office (EPMO) and IT Budget Controller to resolve issues related to cost and budget plans.
- Excellent coordination skills in organizing teams and resource allocation, as well as onboarding and offboarding of local and remote resources, including development teams in South Asia, Latin America, and North American third-party consultants. Manage the tracking and reporting of monthly project accruals and reclassification of non-labor expenses.
- Goal-oriented to urgently meet project budgets, objectives, deadlines, and expectations.
- Detail-oriented when processing invoices and timesheets and using time-tracking tools to provide top-notch financial reports for reconciliation with accounts payable.
- Strong analytic capabilities and effective in articulating ideas for process improvement. Prepare and distribute weekly/monthly reports to monitor portfolio costs against forecasts and actual expenditures.
- Advanced user of Microsoft Outlook, Microsoft Project, Microsoft Office Suite, and various time tracking tools, including Planview, Clarity PPM, OWB, and HP PPM. Avid SharePoint user and contributor.
- Bilingual in English and Spanish.

WORK EXPERIENCE

Project Coordinator, Northern California Complex **October 2022 – February 2024**
Wealth Management, Royal Bank of Canada (San Francisco, California)

- Provide backup support for the Complex Director while working closely with the Project Managers and Financial Advisors to obtain updates from the different Northern California offices.
- Provide support to the different project managers and financial advisors on their projects.
- Establish and maintain open communication channels with peers and managers across the Complex.
- Provide general office support, including booking meeting rooms, ordering supplies, mail distribution, facilities management, setting up new resources, hiring packages, and budget management.
- Work cooperatively with the entire national Project Coordinator team to implement best practices in the Complex.
- Provide weekly status updates to the Project Managers and Financial Advisors across the Complex offices.
- Supports onboarding and offboarding of Financial Advisors and their teams while keeping the Complex distribution lists updated for communication purposes across the different lines of business.
- To maintain the accuracy of the Complex Director's communication with executives, weekly follow-ups on Salesforce logs and potential recruits' information are needed.

Project Control Officer, Project Management Office (PMO) **April 2021 – September 2022**
Technology and Operations - Canadian Personal and Business Banking, Bank of Montreal (Toronto, Canada)

- Supporting the Home Buying Transformation Program, which enhances the home-buying experience of customers through a simplified application process while combining a technology refresh with new business model changes.
- The Home Buying Transformation Program is a digitization program with three phases: Journey 1: Application Initiation, Customer Portal; Journey 2: Credit and Property Assessment, Information Verification; and Journey 3: Document Upload and Management, Offers, and Closing.
- Managing communication with stakeholders and senior management to facilitate regular status reporting, key project data, meeting materials, and action items.
- Hosting program risk log review meetings and bi-weekly working committees with all project managers.
- Administrator of the program and projects in the Confluence and Jira portals.
- I manage the financials of the different journeys and projects via Clarity. I monitor the actuals with the program and project managers to review forecasting and actuals against budgets.
- Leading the kick-off meetings to migrate projects from the waterfall to agile methodology.
- Full remote working capabilities.

Project Control Officer, Program Management Office (PgMO) **August 2018 – September 2020**
Capital Markets, Royal Bank of Canada (Toronto, Canada)

- Supported the Program Management Office (PgMO) that managed the Trading Book Modernization Portfolio of 3 programs and their workstream projects for the Capital Markets division's regulatory compliance ($3M budget). Workstreams included financials, processes, and resource allocation.
- Collaborated to develop, manage, and optimize the portfolio → program → project management methodologies and disciplines.
- Responsible for the consolidated progress report for senior management, using strong communication skills to direct and collect input from all other project managers in the program.
- Moderated weekly project managers' meetings and hosted steering committee meetings and executive committees with assertive and clear communication proficiency.
- Managed the financials of the book of work, monitored the actuals, and worked with the program and project managers to review forecasting and actuals against budgets.
- Managed end-to-end financials and led PMO meetings to request funding to support project delivery, comparing weekly & monthly forecasts vs. actual expenditure.
- Established and developed communications and the strategic framework to introduce change in how the PMO team manages projects by implementing Agile methodologies.
- Used Jira and Confluence tools to track project and program progress, milestones, risk, and issues management. Lead the continuous e-learning Jira and Confluence initiative for other project managers to share best practices and implement new processes to improve reporting.
- Liaised with back office, audit, and OSFI to collect needed information on program status and proactively supported collecting/analyzing program-level risks and issues. Monitored program log maintenance, in addition to the management and analysis of program-level change requests.
- Created process for remote onboarding and offboarding of resources due to COVID-19 and the transition to virtual meetings, including working-from-home equipment, hardware management, and cloud applications.

Project Control Officer, Collections and Recoveries for Retail and Small Business, **March 2018 – August 2018**
Scotiabank (Toronto, Canada)

- Responsible for maintaining the project plan, scheduling, and assigning the scope of work to different project stakeholders.
- Worked with project stakeholders to identify, document, monitor, and assess all intra- and inter-workstream dependencies and owned all aspects of program-level progress, risk, issue, and change-related reporting.
- Responsible for deep diving into workstream issues to drive the implementation of the new Loss Mitigation Tools, including the Yosemite project for Canada and International Business.
- Milestone tracking and deliverables manager to ensure on-time execution of the project plan. Resolution of cross-stream issues, up to and including the executive level.
- Prepared high-quality, timely, and accurate progress reporting and owned all project-level status reporting, risks/issues, decision collection, change analysis, and project plan updates.

- Developed and maintained a consolidated project plan that incorporated all the project's business, technology, and operational aspects. This involved planning, securing, and scheduling resources, implementing strategies, maintaining detailed project plans, monitoring progress against planned objectives, and obtaining consensus and cooperation from project team members, senior management, and partners.
- Provided strong leadership, hosted regular project meetings, and provided ongoing communication of project status, identification, and management of dependencies to ensure continuous momentum throughout the program lifecycle against a background of changing and conflicting priorities.
- Championed a high-performance culture in a fast-paced, dynamic, and complex retail banking environment while contributing to an inclusive workspace.

Project Control Officer, Technology Retail Delivery & Support **June 2016 – December 2017**
Canadian Tire Corporation (Toronto, Canada)

- Designed and managed the Project Schedule for program consumption. Monitored, controlled, and tracked progress closely with stakeholders to ensure accurate and timely updates.
- Built Jira templates and dashboards for customized views of the project data specific to each team and line of business.
- Created Agile process flow in Jira to move tasks from one activity to the next for every project team. It also supported Scrum masters across the company in customizing Jira for their project requirements.
- Created, tracked, and updated program artifacts, detailed RAID log, project schedule, and team RACI.
- Planned, managed, and delivered all types of work by utilizing Planview's (Clarity) IT project portfolio management software. It provided a comprehensive approach across project schedules, work, collaboration, milestones, backlog, and resources to manage performance and ensure on-time delivery.
- Delivered project management activities to successfully execute a high-profile IT/Business initiative comprising Corporate & Dealer stakeholders (Dealer Dashboard) and other software and database upgrade projects.

Project Control Officer, IT Delivery **September 2014 –March 2016**
Travelers Insurance (Toronto, Canada)

- Created Jira project workflows, including field configurations, screen schemes, permission schemes, and notification schemes.
- Created bi-weekly and monthly Project schedule Variance Reports to determine a high-level outlook on project milestones and upcoming tasks.
- Managed the project SharePoint repository of project artifacts and templates.
- Worked in sync with several project managers, directors, and vice presidents, liaising with various onshore and offshore resources and multiple departments, executives, and stakeholders.
- Supported the project portfolio management in scheduling priority work for implementation using the Agile methodology.
- Facilitated the estimation and forecast process to ensure the completion of tasks per their priority and initiated a sense of urgency among project managers and developers when needed.
- Supported the project managers with developing and maintaining resource plans and consolidated them into a master plan to manage the overall portfolio resources.

EDUCATION

Introduction to Project Management Course
George Brown College (2017)
Scrum Product Owner® and Scrum Master® Certification
Scrum Alliance Certificate ID: 596996 (2017)
Scrum Alliance Certificate ID: 596996 (2016)
Universidad del Norte, Colombia
Bachelor of Arts, Journalism and Corporate Communication Studies (2004)

Print

Application For Appointment/Reappointment - Submission #24579

Date Submitted: 2/5/2026

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

Historic Preservation

Name:*

Suzanne Boardman

Home Address:*

524 N 2nd Street

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

24 years

Telephone Number*

772 828 5304

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Carpentry Construction

Employer:*

BBC Inc

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

- [x] Yes
- [ ] No

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

524 N 2nd Street Carpentry Contractor

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

- [ ] Y

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:

BBC Inc Ft Pierce

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:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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 live in and work extensively in the Historic Egartown District .I have previously served on the Historic Board and will bring knowledge and years of experience in living in and the historic rehabilitation of homes and business in the Ft Pierce area..I have a BA in Marketing Public Relations from the University of South Carolina and was previously employed with LandNSea as a Fulfillment Specialist for 15;years.

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

- [ ] Yes
- [x] 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:*

Donna Benton

Applicant Email Address:*

suzanneboardman2@gmail.com

Date:*

2/05/2026

Applicant's Signature:*

Suzanne Boardman

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

For additional information, please contact the City Clerk's Office at 772.467.3000 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24577

Date Submitted: 2/5/2026

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

Historic preservation board

Name:*

Paul Blust

Home Address:*

1907 Rio Vista Dr

City:*

Fort Pierce

State:*

FL

Zip:*

34949-3431

How long at this address?*

5 years

Telephone Number*

5612329049

If less than two years, provide prior address:

1907 Rio Vista Dr

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Retired

Employer:*

Self

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

- [ ] Yes
- [x] 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)?*

- [ ] Y

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:

Fort Pierce

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:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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) *

Fort Pierce

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

- [ ] Yes
- [x] 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:*

On line

Applicant Email Address:*

plblust@gmail.com

Date:*

February 5 2026

Applicant's Signature:*

FL

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)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24582

Date Submitted: 2/6/2026

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

Historical Preservation Board

Name:*

CHARLIE HAYEK

Home Address:*

1111 Fernandina Street

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

11 years

Telephone Number*

7728281080

If less than two years, provide prior address:

1111 Fernandina Street

Are you a citizen of the United States? *

☑ Yes

☐ No

Occupation: *

General Contractor

Employer:*

Hayek Construction

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:

1111 Fernandina Street Construction Consulting

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?

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

☑ Yes

☐ No

If yes, state the business and location:

same as above

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:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] 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) *

Licensed as both a State General Contractor and Real Estate agent, I hold a degree in Finance from the Univ of Florida as was a pre-engineering student at Miami-Dade Junior College.

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

- [x] Yes
- [ ] No

If yes, please specify:

Community Redevelopment Agency

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:*

Ed Becht

Applicant Email Address:*

cchawk77@aol.com

Date:*

2/6/2026

Applicant's Signature:*

CHARLIE HAYEK

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)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24732

Date Submitted: 3/14/2026

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

Affordable Housing Advisory Committee, Historic Preservation Board, Open to other boards with openings.

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? *

- [x] Yes
- [ ] No

Occupation: *

Real Estate Agent

Employer:*

LPT Realty

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

- [x] 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)?*

- [ ] Y

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:

FL

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:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] 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?*

- [x] 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:*

Self

Applicant Email Address:*

shatellhypolite1871@gmail.com

Date:*

03/14/2026

Applicant's Signature:*

Shatell Hypolite

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 #24573

Date Submitted: 2/4/2026

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

Historical preservation

Name:*

Douglas

Home Address:*

Knoll

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

14 years

Telephone Number*

772-577-0375

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Content creator

Employer:*

Self

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

- [x] Yes
- [x] 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
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] 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 lifelong Fort Pierce resident and have been employed in the city of Fort Pierce/St. Lucie County. My knowledge of local history could bring value to the board.

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

- [ ] Yes
- [x] 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:*

Dakdt75@aol.comd

Date:*

2/4/2025

Applicant's Signature:*

Douglas A Knoll

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

[redacted].

Upload Resume (Optional)

inbound826131137307095290.docx

DOUGLAS A. **KNOLL**

2050 Oleander Ave, Fort Pierce, FL 34950 · 772-577-0375
Dakdt75@aol.com

EXPERIENCE

12/2023 – 11/2025
LIBRARY ASSOCIATE ST. LUCIE COUNTY LIBRARY SYSTEM
LAKEWOOD PARK,

5/2022 – 92022 **NIGHT AUDITOR** HUTCHINSON ISLAND PLAZA HOTEL AND SUITES,
FORT PIERCE, FLORIDA

7/2019 – 2/2020
MANAGER, EXECUTIVE CIGAR SHOP AND LOUNGE, SANFORD, FL
Duties included managing and maintain humidor, daily accounting and cash deposits as well as daily scheduling and personnel management.

8/2015 – 7/2019
HUMIDOR MANAGER, S & M SMOKE SHOP, FORT PIERCE, FL
Duties include managing and maintaining humidor, meeting with sales representatives, ordering inventory, planning and scheduling events and promotions.

5/2005-PRESENT
CLERK, MULLINS ENTERPRISES
Duties include filing paperwork, answering phones and some property management.

EDUCATION

JUNE 2001
HIGH SCHOOL DIPLOMA, FORT PIERCE CENTRAL HIGH SCHOOL
Graduated with a general diploma.

2001- 2002
INDIAN RIVER STATE COLLEGE
34 Credits completed.

SKILLS

- Strong understanding of Cigar Sales Representatives position
- Strong Customer service skills
- Excellent computer skills
- Excellent time management
- Available to travel

ACTIVITIES

Along with working in the cigar business for almost 5 years, I wrote a cigar blog from 2012 – 2014 called the Garshop.com. I also volunteer my time with the Benevolent and Protective Order of Elks as well as my local church, Christ Fellowship.

City Commission Regular Meeting - 5:05 PM **13. D.**

Meeting Date: 04/06/2026

Re: Resolution 26-R25 appointing members to the Affordable Housing Advisory Committee (AHAC).

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R25 appointing members to the Affordable Housing Advisory Committee (AHAC).

SUMMARY:

Four members of the Affordable Housing Committee have expiring terms. Two positions must be filled by individuals representing the following categories with a connection to affordable housing: residential home builders; banking or mortgage industry; home building labor representatives; low-income advocates; for-profit provider of affordable housing; not-for-profit affordable housing provider; real estate professional; member of the City's planning agency; city resident; employer representative; or essential services personnel. The remaining two positions are at-large.

RECOMMENDATION:

Select members.

ALTERNATIVES:

Seek additional candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Grants Administration

Attachments

Askman
Davis
Edmond
Ellingsworth
Frank
Hair
Hypolite
Jenness
Olson

Picardi
Queen
Revels
Sands
Sears
Smith
Thompson
Tuten
Ballott
Attendance Record
Resolution

Print

Application For Appointment/Reappointment - Submission #24723

Date Submitted: 3/9/2026

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

Affordable Housing Advisory Committee

Name:*

Donna Lea Askman

Home Address:*

4110 Worlington Terrace

City:*

FORT PIERCE

State:*

FL

Zip:*

34947

How long at this address?*

18 Years

Telephone Number*

9545997536

If less than two years, provide prior address:

702 South 6th Street

Are you a citizen of the United States? *

☑ Yes

☐ No

Occupation: *

Program Director

Employer:*

Habitat for Humanity St. Lucie & Okeechobee

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:

Habitat for Humanity St. Lucie & Okeechobee

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?

Habitat for Humanity St. Lucie & Okeechobee - Partnering to repair homes and utilize SHIP funding for DPA

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

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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 have been the Program Director for Habitat for Humanity for the past 10 years. My job specifically works with low-income residents to achieve affordable homeownership and to repair homes for low-income homeowners so they can live in decent and safe homes.

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

- [ ] Yes
- [x] 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:*

Bob Calhoun

Applicant Email Address:*

donnalea@habitatslo.house

Date:*

March 9, 2026

Applicant's Signature:*

DonnaLea Askman

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)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24649

Date Submitted: 2/18/2026

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

Affordable Housing Advisory Committee

Name:*

Ashlee Davis

Home Address:*

102 Blue Sky Circle Apt 3403

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

2 years

Telephone Number*

772-301-4693

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Crisis Navigator

Employer:*

United Against Poverty

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

- [ ] Yes
- [x] 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:

United Against Poverty 2520 Orange Avenue Fort Pierce, FL 34947

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
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] 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 work as the Crisis Navigator at United Against Poverty, in my role, I help people who are homeless or struggling to pay their rent. My job is to support individuals and families during housing emergencies and help them find stable, long-term housing. I regularly work with people facing eviction, living in shelters, staying in motels, or sleeping outside. This experience has helped me understand the real challenges people face when trying to find and keep affordable housing. I help clients complete housing assessments, apply for rental assistance programs, and connect with landlords and property managers. I also work with community agencies, mental health providers, workforce programs, and legal services to help people build a plan to stay housed. Through this work, I see how rising rent costs, limited housing availability, income instability, and strict rental requirements affect people every day. I bring strong problem-solving skills and experience working with different community partners. I understand both the urgency of housing crises and the need for long-term solutions. I can share firsthand knowledge about barriers such as credit issues, background checks, transportation problems, and lack of access to support services. Most importantly, I bring the voices and experiences of the people directly impacted by the housing crisis. I want to help the committee create fair and practical solutions that truly meet the needs of our community.

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

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [x] Yes
- [ ] No

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

shoplifting

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

- [x] Yes
- [ ] No

Referred by:*

Sean Howald

Applicant Email Address:*

ashleenicole1965@gmail.com

Date:*

2/18/26

Applicant's Signature:*

Ashlee Davis

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)

Ashlee Davis resume.pdf

Ashlee Davis

ashleenicole1965@gmail.com | (772) 301-4693 | FORT PIERCE, FL

SUMMARY

Dedicated professional with 10 years of experience in customer service and participant support, seeking a role as an Instructor. Proven ability to assist individuals in navigating complex systems and providing tailored guidance. Strong communication and problem-solving skills, enhanced by a Bachelor's degree in Human Services.

WORK EXPERIENCE

United Against Poverty — Fort Pierce, FL
Crisis Navigator — Oct 2024 - Present

- Provide guidance and support to individuals in crisis situations to help them overcome personal and financial challenges.
- Facilitate access to resources and services to ensure participants receive the necessary assistance and support.

House of Hope — Jensen Beach, FL
Intake Specialist — Sep 2022 - Oct 2024

- Facilitated participant registration for the grocery program, ensuring accurate and efficient intake processes.
- Conducted initial, monthly, and annual assessments to maintain up-to-date participant records and support program continuity.

ABC Medical — Port Saint Lucie, FL
Ostomy Specialist — Aug 2021 - Sep 2022

- Facilitated the ordering process for ostomy supplies, ensuring customer needs were met efficiently and accurately.
- Delivered exceptional customer service, enhancing client satisfaction and fostering long-term relationships.

Express Scripts — Port Saint Lucie, FL
Patient Care Advocate — Nov 2013 - Mar 2020

- Managed approximately 150 customer inquiries daily, ensuring prompt and accurate assistance for Medicare Part D participants.
- Addressed and resolved issues related to copays, medications, mail orders, and prescription orders, enhancing customer satisfaction.
- Guided customers through the enrollment process for Medicare Part D, providing clear and concise information on available options.

EDUCATION

Lincoln Park Academy — Fort Pierce, FL
HS Diploma, HS Diploma — May 2004

Palm Beach State College — Lake Worth, FL
Associate's degree, Social Work — 2018

Indian River State College — Fort Pierce, FL
Bachelor's degree, Human Services — 2025

SKILLS

Public Speaking • Communication Skills • Adaptability • Assessment and Evaluation

Print

Application For Appointment/Reappointment - Submission #24652

Date Submitted: 2/18/2026

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

AFFORDABLE HOUSING ADVISORY COMMITTEE*

Name:*

Evans Edmond

Home Address:*

2647 Heathcote Dr

City:*

Fort Pierce

State:*

FL

Zip:*

34982

How long at this address?*

3

Telephone Number*

772-979-5461

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Energy Center Maintenance Manager

Employer:*

Walmart Inc

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

- [ ] Yes
- [x] 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)?*

- [x]

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:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] 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) *

Energy Center & Industrial Utilities Manager ——— EXECUTIVE SUMMARY Energy and utilities executive overseeing large-scale ammonia refrigeration systems supporting cold-chain logistics operations. Responsible for environmental compliance, risk mitigation, asset integrity, and operational continuity within a 650,000 sq. ft. distribution environment. Proven leader in regulated energy systems with strong financial and compliance acumen. ——— ENERGY & UTILITIES OVERSIGHT • 66,880 lbs Ammonia (NH_3) Refrigeration System • Federal EPA & OSHA Compliance (PSM/RMP) • Environmental Risk Management & Reporting • Asset Lifecycle & Reliability Strategy (2,915 assets) • Energy Center Operations & Utilities Infrastructure • Emergency Response & Life Safety Oversight • Financial Planning & Operational Budgeting ——— PROFESSIONAL EXPERIENCE Energy Center Manager – Walmart PDC #8851 | 2023–Present • Lead industrial energy operations for high-volume perishable distribution • Maintain regulatory compliance for hazardous ammonia systems • Oversee environmental and safety audit readiness • Develop long-term reliability strategies for mission-critical systems Maintenance Area Manager | 2022–2023 • Managed cross-functional maintenance operations • Improved system reliability and compliance workflows Previous progression includes Energy Center Technician, Multi-Skilled Technician, and Maintenance roles with consistent upward mobility. ——— EDUCATION & CREDENTIALS • Civil Engineering Degree • Degree – Building Construction Technology • CIRO & CARO – RETA • EPA Universal Certification • HAZWOPER Certified • Finance Academy Graduate ———

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

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] 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?*

- [x] Yes
- [ ] No

Referred by:*

N/A

Applicant Email Address:*

Ejedmond24@gmail.com

Date:*

02182026

Applicant's Signature:*

Evans J 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■
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 #24666

Date Submitted: 2/20/2026

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

Affordable Housing Advisory Committee

Name:*

Christopher Allan Ellingsworth

Home Address:*

818 s 15th st

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

5+ years

Telephone Number*

(770) 203-6259

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Iron Worker

Employer:*

None Currently

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

- [x] Yes
- [ ] No

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

818 S 15th st Fort Pierce / Non-profit

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

- [ ] Y

Yes

☑

No

If yes, in which organization and in what capacity?

XXXXXX-3322

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:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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) *

Experienced in most trades involved with building homes, (Carpentry, (trim, framing, and cabinetry), concrete, ironworking, installing doors & windows), I have direct experience with the majority of the work involved and skis needed to build homes. As the founder of 'The Foundation of a New World', I have designed an economic system entirely focused on creating an affordable lifestyle for the average person by curbing greed and valuing life. I believe this type of creativity would be helpful in this committee.

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

- [ ] Yes
- [x] 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:*

c.ellingsworth@tutamail.com

Date:*

2/20/2026

Applicant's Signature:*

Christopher Allan Ellingsworth

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)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24667

Date Submitted: 2/20/2026

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

Affordable Housing Advisory Committee

Name:*

Anders Frank

Home Address:*

707 N 18th Street

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

One year

Telephone Number*

7723068118

If less than two years, provide prior address:

Gerdap Aqq 10. 3100 Sisimiut. Greenland

Are you a citizen of the United States? *

☐ Yes

☑ No

Occupation: *

Construction Manager and Business Owner

Employer:*

Anders Frank

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)?*

☐ Y

Yes

☑

No

If yes, in which organization and in what capacity?

N/A

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

☐

Yes

☑

No

If yes, state the business and location:

Florida

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:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] 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 of Danish origin. I have 38 years of experiences and knowhow in sustainable construction. From trade carpenter to builder and developer. I living in the area and have large interest in the future of this project.

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

- [ ] Yes
- [x] 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:*

AF

Applicant Email Address:*

andersfrank1972@gmail.com

Date:*

02/20/2026

Applicant's Signature:*

Anders Frank

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)

Choose File No file chosen

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: Affordable Housing Advisory Committee

Name: Aundrea S. Hair	Phone: 772-359-2676
Home Address: 746 Bent Creek Drive Fort Pierce, FL 34947 City/Zip Code:	How long at this address? 18 years
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: Real Estate Professional (Realtor/Broker)	
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: Aundrea S Hair, PA Operating as The Legacy Group Estates	
Do you now or in the future plan to do business with the City of Fort Pierce? ■ Yes ☐ No If yes, in what capacity? Eduacate our local residents and future residents on the steps of obtaining affordable housing and being a vital part of the growth of the City of Fort Pierce through Real Estate.	
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: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ■ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ■ Yes ☐ 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? ☐ 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:	
Referred by: Self	Applicant Email Address: aundreahairpa@gmail.com
Date: 12/20/23	Applicant's Signature Aundrea Hair

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 #24732

Date Submitted: 3/14/2026

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

Affordable Housing Advisory Committee, Historic Preservation Board, Open to other boards with openings.

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? *

- [x] Yes
- [ ] No

Occupation: *

Real Estate Agent

Employer:*

LPT Realty

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

- [x] 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)?*

- [ ] Y

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:

FL

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:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] 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?*

- [x] 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:*

Self

Applicant Email Address:*

shatellhypolite1871@gmail.com

Date:*

03/14/2026

Applicant's Signature:*

Shatell Hypolite

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 #24665

Date Submitted: 2/20/2026

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

Affordable Housing Committee

Name:*

Bill Jenness

Home Address:*

2705 Bent Pine Dr

City:*

Fort Pierce

State:*

FL

Zip:*

34951-2905

How long at this address?*

7 Years

Telephone Number*

561-202-7044

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

General Contractor/Disaster Specialist

Employer:*

Self Employed

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

- [ ] Yes
- [x] 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?

Northlake Construction Services Inc.

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

☐

Yes

☑

No

If yes, state the business and location:

Florida

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:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] 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) *

Florida Certified General Contractor 1985.Certified Building Inspector. Disaster Specialist. Previously served on the City of West Palm Beach Affordable Housing Committee. I will be able to contribute to the Committee with construction knowledge.

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

- [ ] Yes
- [x] 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:*

Friend

Applicant Email Address:*

firstfloridaconst@gmail.com

Date:*

2/20/2026

Applicant's Signature:*

Bill Jenness

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)

BILL_JENNESS.pdf

BILL JENNESS

CONTACT

Fort Pierce, Fl 34951

561-202-7044

firstfloridaconst@gmail.com

SKILLS

- Construction Management,Disaster Management.
- Planning,Permitting and Building expertise. Collaboration with Architects, Owners, Financial Institutions,Building Divisions and Subcontractors.
- Planning and estimation skills.
- Disaster management facilitation.
- Certified in MICCS standards.
- Certified in adult CPR and AED Certified in pediatric CPR and first aid.

CERTIFICATIONS

- Florida State Certified General Contractor
- Florida State Certified Building Inspector

Strong background in construction zoning, planning, financing, and project execution. Demonstrated success in guiding disaster grant applicants through the recovery process in Florida following hurricanes for over ten years.

EXPERIENCE

2023 - 2025
Technical Assistance Contractor ***Fluor Government Group***, Lakewood Ranch,FL.
- Supported applicants in navigating disaster grant requirements to ensure timely submissions and subsequent funding.

2019 - 2023
Director of Construction ***Chris Allen Homes***, West Palm Beach, FL
- Managed construction workflows and resource allocation for residential projects ranging from $500,000 to $6 million in value.

2017 - 2019
Technical Assistance Contractor ***Dewberry Company/NISTAC***, Doral,Florida
- Supported applicants in navigating disaster grant requirements to ensure timely submissions and subsequent funding.

2015 - 2017
President ***Tri-County Home Builders LLC***, West Palm Beach, FL.
- Managed sales, finance and construction for custom home builder.

1994 - 2015
President ***Northlake Construction***, West Palm Beach, FL.
- Managed construction company with daily activities consisting of meetings with lending institutions, owners, subcontractors and suppliers.
- Experienced in Residential,Commercial and Industrial Construction and Renovations.
- Complete projects on time and under budget conforming to all safety guidelines.

1980 - 1994
President ***J. Enterprises***, West Palm Beach, FL
- Manage window and door company, new and replacement experience. Order product and supervise installers. Manage commercial and residential construction company.

EDUCATION

Some College (No Degree)
Emergency Management Institute, Emmitsburg, Maryland
Participated in F.B.C. courses, continuing education, mitigation courses, safety and first aid courses. Emergency Management Institute PDMG and Site Inspector training.

Some College (No Degree) Construction Management
Pace Education, West Palm Beach, FL
- Continuing education in construction codes,construction techniques and construction lien laws.

Construction Management
Palm Beach Junior College, Lake Worth, FL

High School Diploma
Northeast High School, Fort Lauderdale, FL

Print

Application For Appointment/Reappointment - Submission #23204

Date Submitted: 10/3/2024

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

Affordable Housing Advisory Committee

Name:*

Leslie Olson

Home Address:*

1001 S 8TH ST

City:*

FORT PIERCE

State:*

FL

Zip:*

34950-9324

How long at this address?*

10

Telephone Number*

7728825811

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Urban Planner

Employer:*

District Planning Group

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

- [x] Yes
- [ ] No

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

130 S Indian River Drive Ste 202 Fort Pierce Florida 34950 Urban and Policy Planning firm

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

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

We provide consulting services to FPUA

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

- [x] Yes
- [ ] No

If yes, state the business and location:

See above

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

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [x] Yes
- [ ] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] 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 an Urban Planner with expertise in local issues, I'm committed to supporting my City with pro bono policy analysis through Board service

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

- [x] Yes
- [ ] No

If yes, please specify:

AHAC

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] 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?*

- [x] Yes
- [ ] No

Referred by:*

N/A

Applicant Email Address:*

leslie@districtplanninggroup.com

Date:*

10/2/24

Applicant's Signature:*

Leslie Olson

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)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #23431

Date Submitted: 1/9/2025

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

Affordable Housing

Name:*

Jennifer Picardi

Home Address:*

2201 River Branch Dr

City:*

Fort Pierce

State:*

FL

Zip:*

34981

How long at this address?*

8 yea

Telephone Number*

772-342-0366

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Mortgage Lender

Employer:*

Geneva Financial

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

- [ ] Yes
- [x] 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
- [x] 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?*

- [x] Yes
- [ ] No

If yes, state the business and location:

111 Orange Ave, Ste M214

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

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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 have been part of this community for the past 24 years. I am part of Ft Pierce Woman's Club for past 6 years and current President for past 3yrs, have my mortgage business in downtown. I am very interested in helping on this committee since this is what I do all day, helping homeowners dreams come true. I believe I can be an asset to this committee with my background in lending, a board of trustee member and committee member for SLC Attainable housing with the realtors Association.

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

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] 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?*

- [x] Yes
- [ ] No

Referred by:*

NA

Applicant Email Address:*

Jpicardi@genevafi.com

Date:*

1/9/25

Applicant's Signature:*

Jennifer Picardi

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)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24650

Date Submitted: 2/18/2026

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

Affordable housing

Name:*

Krystal Queen

Home Address:*

10623 Sugar Pine Dr

City:* | **State:*** | **Zip:***

Fort Pierce | FL | 34945

How long at this address?* | **Telephone Number***

1 year | 248-835-2838

If less than two years, provide prior address:

5406 woodland Way Port Saint Lucie Fl 34953

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Real estate agent

Employer:*

Lynq Real estate

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

- [ ] Yes
- [x] 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)?*

- [x] Y

Yes

No

If yes, in which organization and in what capacity?

Carharp homes, utility service

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

Yes

No

If yes, state the business and location:

Carharp homes

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
- [x] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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 believe I would be a strong addition to the Affordable Housing Board because I bring both professional experience and lived community insight. As a resident of Fort Pierce with seven years of real estate experience, I have firsthand knowledge of the housing challenges facing our community. I have worked closely with the City on affordable housing initiatives, including the SHIP grant program, giving me a clear understanding of how these programs impact residents and how they can be effectively implemented. In addition, my experience working for a builder who has developed homes throughout the City of Fort Pierce has allowed me to understand the full development process—from planning and compliance to construction and delivery. This combination of local involvement, industry knowledge, and hands-on experience positions me to contribute thoughtful, practical, and community-focused input to the board.

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

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] 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?*

- [x] Yes
- [ ] No

Referred by:*

Saw on Facebook

Applicant Email Address:*

Kqueenrealtor@gmail.com

Date:*

February 18 1026

Applicant's Signature:*

Krystal Queen

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)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24671

Date Submitted: 2/21/2026

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

Civil Service Appeals Board

Name:*

Candace Revels

Home Address:*

725 Worlington LN

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

3 months

Telephone Number*

7727732853

If less than two years, provide prior address:

106 Carol Susan Lane

Are you a citizen of the United States? *

☑ Yes

☐ No

Occupation: *

Entrepreneur, Homemaker

Employer:*

Thee Legacy Maker 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)?*

☑ Y

Yes

No

If yes, in which organization and in what capacity?

Community Services, Housing and Neighborhood Services, Parks and Recreation, Police (particularly Community Outreach or Community Policing units), Economic Development, Human Resources, Grants Administration, City Manager's Office,Community Redevelopment Agency (CRA)

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

Architecture:*

Yes

Real Estate Brokering:*

Yes

Finanace/Accounting:

Yes

No

No

No

No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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 multidisciplinary professional background rooted in public service, behavioral science, and community stabilization. I previously served as a police officer with the City of Miami Police Department, where I gained firsthand experience working within a structured civil service system governed by established policies, procedures, and accountability standards. During my tenure, I was both the subject of and a witness in civil service–related proceedings, which gave me direct insight into the hearing process, evidentiary standards, and procedural safeguards designed to ensure fairness and transparency. Through this experience, I developed a clear understanding of the role and responsibility of Civil Service Board members, including their duty to review evidence objectively, uphold established rules and policies, ensure due process, and make decisions that are both fair to the employee and protective of the integrity of the public institution. I understand the importance of maintaining neutrality, confidentiality, and professionalism while evaluating matters that can significantly impact both individual careers and public trust. In addition to my public safety experience, I am currently completing my Bachelor of Science in Psychology, with a focus on behavioral analysis, decision-making, and human development. My education and professional work focus on understanding behavior, evaluating situations objectively, and applying structured decision-making principles, all of which directly support the responsibilities required of Civil Service Board members. My combined experience in law enforcement, firsthand exposure to civil service proceedings, and academic training in behavioral science provide me with a unique and balanced perspective. I would bring to the Board a commitment to fairness, accountability, careful evaluation of evidence, and respect for both employees' rights and the standards required to maintain public trust.

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

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] 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?*

- [x] Yes
- [ ] No

Referred by:*

Advertisement

Applicant Email Address:*

theelegacymaker@gmail.com

Date:*

Applicant's Signature:*

02/21/26	Candace Jones

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)

Candace_Revels_CRA.pdf

Candace Revels

Fort Pierce, Florida
772-244-4441 | admin@theelegacymaker.com

PROFESSIONAL SUMMARY

Behavioral science practitioner, community program developer, and public service professional specializing in housing stabilization, behavioral change, and community resilience. Currently completing a Bachelor of Science in Psychology with a focus on applied behavioral analysis and decision-making. Founder of trauma-informed personal development and stabilization programs. Former law enforcement officer and community advocate with professional and lived experience navigating housing instability, providing unique insight into systemic barriers, recovery pathways, and long-term stabilization. Committed to strengthening communities through evidence-based behavioral strategies and sustainable redevelopment efforts.

CORE COMPETENCIES

Housing Stabilization & Recovery Insight
Community Redevelopment & Revitalization Awareness
Behavioral Science & Applied Psychology
Trauma-Informed Program Development
Community Engagement & Advocacy
Youth & Family Stabilization Support
Public Service & Crisis Response
Program Development & Strategic Planning

PROFESSIONAL EXPERIENCE

Founder & Program Developer
Thee Legacy Maker, Inc. | Fort Pierce, FL | 2024 – Present

• Developed behavioral science-based programs supporting emotional stability, personal development, and long-term self-sufficiency
• Created structured tools designed to help individuals overcome instability and build sustainable life outcomes
• Designed trauma-informed frameworks focused on improving individual and family stability
• Provided guidance and development support to individuals navigating life transitions

Community Advocate & Housing Systems Navigation Contributor
Fort Pierce, FL | 2022 – Present

• Gained direct experience navigating housing instability, housing assistance programs, and stabilization systems
• Developed firsthand understanding of barriers affecting residents, including access, coordination, and program effectiveness
• Used lived experience to inform development of stabilization-focused behavioral frameworks and community support initiatives
• Advocated for improved access, accountability, and effectiveness of housing and community

support systems

Police Officer
City of Miami Police Department | Miami, FL | Former

• Served in public safety role focused on crisis response, conflict resolution, and community protection
• Developed expertise in behavioral assessment, crisis intervention, and community engagement
• Worked directly with individuals and families facing instability and crisis situations

EDUCATION

Bachelor of Science in Psychology (In Progress)
Southern New Hampshire University

Focus Areas:
Applied Behavioral Analysis
Behavioral Change & Human Development
Emotional Regulation
Decision-Making Psychology

COMMUNITY LEADERSHIP

• Developer of programs focused on emotional intelligence, behavioral stabilization, and community resilience
• Advocate for housing stability, family recovery, and long-term community strengthening
• Veteran family member with direct experience navigating housing and support systems

Print

Application For Appointment/Reappointment - Submission #24687

Date Submitted: 2/25/2026

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

Affordable Housing Advisory Committee

Name:*

WESLEY A SANDS JR.

Home Address:*

309 South 23rd Street

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

3 years

Telephone Number*

310-210-8313

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Retired Military

Employer:*

US Army

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

- [ ] Yes
- [x] 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:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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) *

Retired Army Major with an accumulated 31 years of service with over 25 years in management.

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

- [x] Yes
- [ ] No

If yes, please specify:

Communitywide 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:*

Chris Zdadovsky

Applicant Email Address:*

Wessands@gmail.com

Date:*

02/25/2026

Applicant's Signature:*

Wesley A Sands Jr

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)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24710

Date Submitted: 3/4/2026

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

Affordable Housing Advisory Committee

Name:*

Cornella Sears

Home Address:*

2505 Ave R Apt. B

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

4 years

Telephone Number*

772-300-6162

If less than two years, provide prior address:

Are you a citizen of the United States? *

☑ Yes

☐ No

Occupation: *

Paralegal

Employer:*

Philip DeBerard Injury Attorney

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:

2505 Ave R. Fort Pierce FL,34947- Cleaning 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)?*

☐ Y

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:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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 will bring lived experience and firsthand understanding of how housing policies affect working families, renters, and induvial navigating rising housing cost. I understand the challenges residents face when trying to secure stable, affordable housing including communication barriers, access to information and financial pressures. I will bring practical insight and an accountability voice.

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

- [ ] Yes
- [x] 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:*

City of Fort Pierce Broadcast

Applicant Email Address:*

cornellasears89@gmail.com

Date:*

03/04/2026

Applicant's Signature:*

Cornella Sears

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

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

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24672

Date Submitted: 2/21/2026

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

Applications for the Affordable Housing Advisory Committee

Name:*

Shontay M. Smith

Home Address:*

707 Roselyn Ave.

City:*

Fort Pierce

State:*

FL

Zip:*

34982

How long at this address?*

707 Roselyn Ave

Telephone Number*

772.579.8596

If less than two years, provide prior address:

707 Roselyn Ave

Are you a citizen of the United States? *

☑ Yes

☐ No

Occupation: *

Graphic Designer Tech

Employer:*

St Lucie Public Schools

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

☐ Yes

☑ No

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

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

☐ Y

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
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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 blend of creative leadership, strategic thinking, and collaborative problem-solving to this Board position

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

- [ ] Yes
- [x] 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:*

Non referral

Applicant Email Address:*

smit5631@comcast.net

Date:*

February 21, 2026

Applicant's Signature:*

Shontay M. Smith

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)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24654

Date Submitted: 2/19/2026

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

AFFORDABLE HOUSING ADVISORY COMMITTEE

Name:*

Neneike Thompson

Home Address:*

284 Sw N Quick Circle

City:*

Port St Lucie

State:*

FL

Zip:*

34953

How long at this address?*

3years and 7 months

Telephone Number*

7548160719

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Realtor and Property Manager

Employer:*

Self

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

- [x] Yes
- [ ] No

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

I'm realtor I don't have a office space in Fort pierce but I do business in the city of Fort Pierce

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

- [x] Y

Yes

No

If yes, in which organization and in what capacity?

Real Estate

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

Yes

No

If yes, state the business and location:

David Harrison Realty 130 S Indian River Dr suite# 200 Fort Pierce Florida 34950

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
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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 licensed Realtor, Property Manager, and Financial Advisor with a strong background in real estate operations, community development, and strategic financial planning. Over the past several years, I have gained hands-on experience in residential sales, property rehabilitation projects, tenant relations, asset management, and client advisory services. My work allows me to see the full lifecycle of property ownership—from acquisition and management to long-term wealth building. Professionally, I specialize in operational efficiency, project coordination, and relationship building. Through managing properties and overseeing rehabilitation projects, I have developed strengths in budgeting, vendor management, compliance, marketing strategy, and problem-solving. As a Financial Advisor, I help individuals and families make informed decisions that protect and grow their assets, which strengthens my understanding of long-term financial sustainability an important perspective for board governance. In addition to my professional career, I serve as the Fund Development Chair for the Urban League Young Professionals of Palm Beach County. In this leadership role, I focus on fundraising strategy, partnership development, donor engagement, and community outreach initiatives. This experience has sharpened my ability to collaborate with stakeholders, support mission-driven programming, and contribute to strategic growth initiatives. What I bring to this Board is: Strategic thinking with a strong operational mindset Financial literacy and budgeting insight Experience in community engagement and nonprofit fundraising Marketing and outreach expertise A solutions-oriented, collaborative leadership style I am passionate about sustainable growth, community impact, and building systems that create long-term success. I am confident that my diverse professional background and commitment to service will allow me to contribute meaningfully to the Board's mission and objectives.

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

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] 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?*

- [x] Yes
- [ ] No

Referred by:*

No one

Applicant Email Address:*

Neneike87@gmail.com

Date:*

Applicant's Signature:*

02/19/2026	Neneike Thompson

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)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24691

Date Submitted: 2/25/2026

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

Affordable Housing Advisory Committee

Name:*

David Seth Tuten

Home Address:*

1112 Avenue E

City:*

FORT PIERCE

State:*

FL

Zip:*

34950

How long at this address?*

3 Years

Telephone Number*

7174200571

If less than two years, provide prior address:

3258 S 7th st

Are you a citizen of the United States? *

☑ Yes

☐ No

Occupation: *

Realtor

Employer:*

Keller Williams

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:

Real Estate Advisor - 1112 Avenue E.

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?

FPUA is my provider

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

Yes

No

If yes, state the business and location:

Florida

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

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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 Florida-licensed Realtor serving the Treasure Coast, with my practice centered in communities that are directly impacted by housing affordability challenges. Over the past two years, I have worked extensively with renters, small investors, first-time buyers, and relocation clients—giving me firsthand insight into the price pressures, financing gaps, and inventory constraints affecting Fort Pierce residents. My experience includes working alongside Habitat for Humanity and assisting clients utilizing SHIP and Florida Hometown Heroes down payment assistance programs. I also hold an active Mortgage Loan Originator license, which strengthens my understanding of underwriting standards, debt ratios, and the financing realities that often determine whether a transaction succeeds or fails. From an analytical standpoint, I regularly evaluate CMAs, rent comparables, absorption rates, and cap rates, allowing me to interpret real-time market signals. I have worked with builders internationally and contractors locally, and through maintaining my own historic property, I have experienced permitting and code-related friction firsthand—an important perspective when evaluating regulatory barriers to affordability. I live and work in the heart of the neighborhoods most affected by housing costs. I will bring a practical, data-driven, ground-level understanding of both homeownership and rental markets to help the Committee identify meaningful, implementable strategies that expand and preserve affordable housing in Fort Pierce.

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

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] 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?*

- [x] Yes
- [ ] No

Referred by:*

Sunland News

Applicant Email Address:*

sethtutenre@gmail.com

Date:*

2/25/2026

Applicant's Signature:*

David Seth Tuten

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)

Choose File No file chosen

Affordable Housing Advisory Committee (AHAC)

Sec. 103-373. Nine (9) Regular Voting Members consisting of one (1) city commissioner; one (1) representative from at least six (6) of the following categories in connection with affordable housing: residential home builder, banking or mortgage industry, labor industry for home building, advocate for low-income persons, for-profit provider of affordable housing, not-for-profit provider of affordable housing, real estate professional, City Planning Board member, city resident, city employer representative, or essential services personnel representative (police, teachers, firefighters, school employees). These will be 2-year terms.

Above categories

Donna Askman – FP, Non-profit
KeAndrea Davis (CURRENT MEM) – FP, Attorney/Realtor
Evans Edmond – FP
Christopher Ellingsworth – FP
Anders Frank – FP, Res Home Builder
Aundrea Hair (Current At-Large Member) – FP, Realtor/Real Estate Broker
Shatell Hypolite – FP, Realtor
Jennifer Picardi (CURRENT MEM), SLC, Mortgage Lender
Krystal Queen, SLC, Realtor
Candace Revels, FP
Wesley Sands, FP
Shontay Smith, FP/SLC Schools
Nenekie Thompson, PSL/Realtor
David Tuten, FP/Realtor

Vote for 2: _____ (2 points)

_____ (1 point)

At-Large positions

Donna Askman – FP, Non-profit
KeAndrea Davis (Current City Resident Member) – FP, Attorney/Realtor
Evans Edmond – FP
Christopher Ellingsworth – FP
Anders Frank – FP, Res Home Builder
Aundrea Hair (CURRENT MEM) – FP, Realtor/Real Estate Broker
Shatell Hypolite – FP, Realtor
Bill Jenness – SLC, Gen Contractor
Leslie Olson (CURRENT MEM) – SLC, Urban Planner
Jennifer Picardi (Current Banking Member), SLC, Mortgage Lender
Krystal Queen, SLC, Realtor
Candace Revels, FP
Wesley Sands, FP
Cornella Sears, SLC Paralegal
Shontay Smith, FP/SLC Schools
Nenekie Thompson, PSL/Realtor
David Tuten, FP/Realtor

Vote for 2: _____ (2 points)

_____ (1 point)

AHAC Meeting Attendance Record

2026	February	April	June	August	October	December	6 SCHEDULED MEETINGS	
Commissioner Arnold Gaines	1						1	9%
KeAndrea Davis (Chairperson)	1						1	9%
Erin O'Brien							0	0%
Trevor Banks Jr.							0	0%
Vernea Jones							0	0%
KerriAnn Brown	1						1	9%
Aundriea Hair							0	0%
Leslie Olson							0	0%
Jennifer Piccardi							0	0%

STAFF

Covasky Brutus (Staff)								
Donnella Clarke (Staff)								
Kimberlee Henton (Staff)								
Angelo Morace (Staff)								
Theresa Orellana (Staff)								
Bridgette Romer (Staff)								

MEMBERS OF THE PUBLIC

							0	
							0	
							0	

GUESTS

1= Absent

P=Present

Meeting canceled due to lack of attendance

AHAC Meeting Attendance Record

2025	February	April	June	August	October	December	6 SCHEDULED MEETINGS
Commissioner Arnold Gaines		1	1			1	3
KeAndrea Davis (Chairperson)		1				1	2
Erin O'Brien							0
Trevor Banks Jr.		1					1
Vernea Jones				1			1
KerriAnn Brown			1	1	1	1	4
Aundriea Hair			1			1	2
Leslie Olson				1	1	1	3
Jennifer Piccardi				1	1	1	3
Phil Thompson							0

STAFF

Covasky Brutus (Staff)					1		1
Donnella Clarke (Staff)							0
Kimberlee Henton (Staff)							0
Angelo Morace (Staff)							0
Theresa Orellana (Staff)			1	1			2
Bridgette Romer (Staff)		1					1
Marit Woods							0

MEMBERS OF THE PUBLIC

Beverly Smith					P		0
Emily Fingerhut				P			0
Peter Bauer		P					0

GUESTS

Kerry Driver				P			
Jennifer Hance		P					

1= Absent

P=Present

Meeting canceled due to lack of attendance / Quorum not met

AHAC Meeting Attendance Record

2024	January	February	March	April	May	June	August	October	November	December	12 SCHEDULED MEETINGS
Commissioner Arnold Gaines				1	1		1				
KeAndrea Davis (Chairperson)				1	1			1	1		3
William Talley (Vice Chairperson)			1		1	1	1	1	1	1	7
Vernea Jones				1						1	2
Phil Thompson					1						1
Chad Ingram				1		1	1	1	1	1	6
Leslie Olson										1	1
Erin O'Brien								1	1		2
Trevor Banks Jr.						1					1

STAFF

Covasky Brutus (Staff)											
Donnella Clarke (Staff)					1						
Kimberlee Henton (Staff)			1	1					1		3
Angelo Morace (Staff)				1							1
Theresa Orellana (Staff)			1	1	1	1					4
Bridgette Romer (Staff)						1			1	1	3
Marit Woods											0

MEMBERS OF THE PUBLIC

Vadim Donchu							P				
Geourvence Bien-Hime								P			
Jennifer Poore					P						
Zachary Poore					P						
Trevor Banks Jr.			P								

GUESTS

Kevin Freeman					P		P				

1= Absent

P=Present

Meeting canceled due to lack of attendance

AHAC Meeting Attendance Record

2023	2-Feb	2-Mar	28-Mar	4-May	8-Jun	27-Jul	24-Aug	7-Sep	28-Sep	7-Oct	18-Oct	26-Oct	12 SCHEDULED	MEETINGS
Commissioner Arnold Gaines	X		X	X	X							X	5	45%
KeAndrea Davis (Chairperson)	X	X	X	X		X	X	X		X	X	X	10	91%
William Talley (Vice Chairperson)	X	X	X	X		X		X	X			X	8	73%
Caleta Scott		X	X					X			X	X	5	45%
Vernea Jones	X		X	X	X		X	X	X	X	X	X	10	91%
Phil Thompson		X		X	X	X	X	X	X	X			8	73%
Chad Ingram			X	X	X	X						X	5	45%
Leslie Olson	X	X	X	X	X		X			X	X	X	9	82%
Rafael Sanchez	X							RESIGNED 9/7/23					1	9%

Meeting canceled due to lack of attendance

RESOLUTION NO. 26-R25

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

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Affordable Housing Advisory Committee pursuant to Sec. 103-373 of the Fort Pierce Code of Ordinances; said terms to commence upon adoption of this resolution, or when a successor has been duly appointed.

Name	Represents	Term Expires
1.		4/6/2028
2.		4/6/2028
3.		4/6/2028
4.		4/6/2028

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

IN WITNESS WHEREOF, this Resolution has been duly adopted this 6th 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

City Commission Regular Meeting - 5:05 PM **13. E.**

Meeting Date: 04/06/2026

Re: Resolution 26–R26 appointing members to the Sunrise Theater Advisory Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26–R26 appointing members to the Sunrise Theater Advisory Board as Commissioner Gaines and Mayor Hudson's appointees.

SUMMARY:

Each commissioner shall directly appoint one member to the Sunrise Theater Advisory Board.

RECOMMENDATION:

Appoint members.

ALTERNATIVES:

Seek additional applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor Hudson
Commissioner Gaines.

Attachments

Resolution
George
Thompson

RESOLUTION NO. 26-R26

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

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

NAME	**APPOINTED BY**
Melanie George	Commissioner Gaines
Deborah Thompson	Mayor Hudson

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

IN WITNESS WHEREOF, this Resolution has been duly adopted this 6th 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: Sunrise Theatre Advisory Board

Name: Melanie George	Phone: 863-669-8649
Home Address: 714 Quincy Ave, Fort Pierce, FL 34950 City/Zip Code:	How long at this address? 6 years

Are you a citizen of the United States? ■ Yes ☐ No

Occupation: Certified School Counselor

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? ☐ Yes ■ No
If yes, 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:
St Lucie Public Schools

Do you have special training or knowledge in the area of:
Architecture: ■ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ■ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):
B.B. A. Marketing - Florida Atlantic University
M.A. Webster University

Are you currently a member of a Commission-appointed board/committee? ■ Yes ☐ No
If yes, please specify:
Sunrise Theatre Advisory Board

Have you ever been convicted of a felony? ☐ Yes ■ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Sunrise Theatre Applicant Email Address: mgeorge13081@gmail.com

Date: 05/26/22 Applicant's Signature Melanie George

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 #23424

Date Submitted: 1/2/2025

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

Sunrise Theatre Advisory Board

Name:*

Deborah Thompson

Home Address:*

4219 Birkdale Drive

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

5 years

Telephone Number*

9542407446

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Retired

Employer:*

Retired

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

- [x] Yes
- [x] 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
- [x] 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
- [x] No

If yes, state the business and location:

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

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] 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) *

Board of Directors Sunrise Theatre 117 S 2nd St Fort Pierce, FL 34950 Dear Members of the Board, I am writing to express my interest in joining the Sunrise Theater Advisory Board. Having long admired the Theatre's remarkable contributions to the cultural and artistic landscape of our community, I am eager to bring my experience, passion, and dedication to support its mission further. I have developed skills in leadership, fundraising, and community engagement. My years of volunteering for non-profit organizations have equipped me with a comprehensive understanding of working with community leaders which I believe can significantly benefit the Theatre's ongoing initiatives and future projects. Throughout my career and retirement, I have been actively involved in American Cancer Society lobby days at the Capital in Washington DC and Tallahassee and other organizations. These experiences have also provided me with a network of contacts who can be valuable to the Sunrise Theatre. I am excited about the opportunity to contribute to its continued success and growth. I am confident that my skills in administrative duties along with my passion for the arts would make me an asset to the Board. I would be honored to discuss my application further and to learn more about the Board's vision and priorities. Please find my resume enclosed for your reference. Thank you for considering my application. I look forward to the possibility of contributing to the vibrant community that the Sunrise Theatre has fostered. Sincerely, Deborah Thompson

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

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] 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?*

- [x] Yes
- [ ] No

Referred by:*

Renella Mitchell

Applicant Email Address:*

deb_thompson@bellsouth.net

Date:*

1/3/2025

Applicant's Signature:*

Deborah Thompson

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)

Choose File No file chosen

City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 04/06/2026

Re: Report

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

PO Report

Attachments

Purchase Order Report

Purchase Orders Between $10,000 to $50,000 Approved by the City Manager from February 2, 2026 - February 28, 2026

Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
CITY MANAGER	ZORA NEALE HURSTON FLORIDA	Zora Experience Fest 2026	$15,000.00	1001111-549875 OTHER CURRENT CHRG/ART IN PUB	RESTRICTED REVENUE FUND
POLICE - STAFF	GT DISTRIBUTORS, INC.	Aimpoint Duty RDS MR Multi-Reticles Sights	$21,890.00	0013002-552510 OPERATING SUPPLIES/MILITARY	POLICE SUPPORT
POLICE - STAFF	DELL MARKETING, L.P.	Desktop Computers, Server and Power Adapters	$857.50	1013005-546750 REPAIR & MAINTEN/SOFTWARE	POLICE ADMINISTRATIVE
POLICE - STAFF	DELL MARKETING, L.P.	Desktop Computers, Server and Power Adapters	$29,107.91	1013005-564100 EQUIPMENT & MACHINERY/OFFICE	POLICE ADMINISTRATIVE
PW - PARKS AND GROUNDS	HORIZON DISTRIBUTORS, INC.	LANDSCAPE PRODUCTS AND SERVICES CITY-WIDE FY 26	$12,500.00	0014005-552320 OPERATING SUPPLIES/OTHER	PARKS & GROUNDS
PW - STREETS AND DRAINAGE	MASCHMEYER CONCRETE COMPANY OF FLA	REDI MIX CONCRETE/MISC ROAD SUPPLIES	$10,000.00	0014006-553500 ROAD MAT & SUPP/CURB	STREETS & DRAINAGE
SOLID WASTE	GRAINGER	SW SHOP MAINTENANCE, REPAIR, & OPERATIONS SUPPLIES	$10,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE EXP
SOLID WASTE	KIMBALL MIDWEST	SW SHOP MAINTENANCE, REPAIR, & OPERATIONS SUPPLIES	$50,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE EXP



3/4/2026