

FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, March 14, 2023 - 5:05 p.m.

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

- a. Approval of Minutes from February 14, 2023, FPRA Meeting

5. **COMMENTS FROM THE PUBLIC**

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

6. **CONSENT AGENDA**

- a. Approval of Budget Revisions and Scope of Work to the Highwaymen Museum Grant Award Agreement
- b. Approval of Third Amendment to Agreement for Purchase and Development of Fisherman's Wharf to provide additional time to cure title and survey objections with a new deadline of September 1, 2023.

7. **NEW BUSINESS**

- a. Freebee Consumer Operation Overview
- b. Authorize staff to enter negotiations with the highest ranked respondent, Coral Reef General Contracting, pursuant to the review of proposals associated with RFP 2022-031 for the redevelopment of 301 S. Ocean Drive and 306 Hernando Street.
- c. Review of FPRA Capital Improvement Plan

8. **STAFF COMMENTS**

9. **BOARD COMMENTS**

10. **ADJOURNMENT**

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal and decision made by the Fort Pierce Redevelopment Agency 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 person, 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 Agency 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.

FPRA Regular Meeting

4. a.

Meeting Date: March 14, 2023

Re: Approval of Minutes from February 14, 2023, FPRA Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from February 14, 2023, FPRA Meeting

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

02.14.2023 Minutes

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, FEBRUARY 14, 2023.

1. CALL TO ORDER

Chairwomen Hudson called the February 14, 2023, Regular Meeting of the FPRA to order at 5:05 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Chairperson Linda Hudson; Commissioner Arnold Gaines; Commissioner Michael Broderick; Commissioner Jeremiah Johnson; Commissioner Curtis Johnson, Jr.

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Tanya Earley

4. APPROVAL OF MINUTES

- a. Approval of Minutes from January 10, 2023 Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the Minutes from, January 10, 2023, Regular Meeting.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

5. COMMENTS FROM THE PUBLIC

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

Charles Wilson
Canieria Gardner

6. CONSENT AGENDA

- a. Approval of extension request for 809 Delaware Avenue Commercial Facade Grant for an additional 90 days to allow for Building permit process. New deadline May 26, 2023

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve the Consent Agenda.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

7. NEW BUSINESS

- a. Approval to negotiate with Lincoln Park Main Street to lease and improve 1,982 square feet of the Means Court Center.

Audria Moore-Wells, Special Projects Coordinator presented Means Court Center shared mixed-use space update and recommendations.

The board discussed the change of use process, current tenant building occupancy, and the space designated for tenant.

Paul Thomas, Director of Building, addressed questions expressed by the Commission regarding change of use process.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve negotiations with Lincoln Park Main Street.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

- b. Small Business Development Poll Results

Marsha Noel, Redevelopment Specialist, presented the small business development poll results and provided recommendations in response the results.

The Board discussed recommendations presented, challenges of small business, invited local entities to join in the effort to help educate small businesses.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve recommendation and authorize staff to move forward.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

8. STAFF COMMENTS

City Manager Nick Mimms- No comments
City Clerk Linda Cox-No comments
City Attorney Tanya Earley – No comments.

- a. FPRA Programs & Activities Summary

- b. Sunrise Theatre Financial Data

9. BOARD COMMENTS

Commissioner Broderick commented on the detailed Sunrise Theater financial data.
Commissioner Gaines congratulated Kynyodda Jones Jr. on National Youth World Class Boxing Championship.

10. ADJOURNMENT

Chairwoman Hudson adjourned the meeting at 6:51 p.m.

ATTEST:

CITY CLERK

CHAIRPERSON

FPRA Regular Meeting**6. a.****Meeting Date:** March 14, 2023**Re:** Approval of Budget Revisions and Scope of Work to the Highwaymen Museum Grant Award Agreement**Submitted For:** Audria Moore-Wells, Special Projects Coordinator, City Manager

SUBJECT:

Approval of Budget Revisions and Scope of Work to the Highwaymen Museum Grant Award Agreement

SUMMARY:

In accordance with the grant agreement, which stipulates if there is a variance from the budgeted grant amount for any line item in the Estimated Project Budget by more than 20%, the grantee is required to submit a proposal to revise of the project budget. The attached revised budget and scope of work for review and approval has been reviewed and approved by the Department of State Division of Arts and Culture. The revisions are based on a proposal submitted by Journey C&D Group, Inc. in response to the City of Fort Pierce Bid No. 2022-030 to provide general contractor services for the FL Highwaymen & African American Culture Project.

The bid, posted in October 2022, excluded the alarm and fire suppression systems and elevator repair listed as part of the estimated project budget and scope of work submitted with the grant. There were two responses to the bid, and both were higher than the awarded grant amount of \$483,662.00. Journey C&D Group, Inc. submitted the lowest bid in the amount of \$512,945.30. The total bid amount is a 6% increase above the awarded grant amount.

This request for review and approval of the revised budget and scope of work was prompted by the following expenditures varying more than 20% of the amount budgeted in the grant: replacement of first- and second-floor exterior doors; installation of wood shutters in the kitchen; replacement first and second-floor windowsills, installation of custom window coverings, removal of the second-floor cabinet, sink and repair, patch, and paint area. In addition, the solicitation bids for contractor services to oversee and complete the project was not included in the grant request.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

The FPRA can accept, reject, or revise the recommendation.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
Teri Abstein, PhD., FCCM, Contracts & Grants Manager, Florida Department of State Division
of Arts & Culture
City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2023
Account: TBD
Amount: TBD

OTHER INFORMATION:

There is a cost associated with the budget revision. When staff receives the estimates a request for funding will be present for FPRA consideration.

Attachments

Grant Ammendment

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Florida Department of State African-American Cultural and Historical Grant, grant number 23.s.aa.900.084, for the "FL Highwaymen & African-American Culture Project." The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Funds are to be used to transform an existing two-story, 3,200 square feet building located in the historical African American community of Lincoln Park to house The Florida Highwaymen Museum. Work items include: HVAC; fire suppression; security system; decorative security fencing; upgrade (5) exterior doors; renovate kitchen and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch.

Amended Scope Of Work

Funds are to be used to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; removal of and replace the flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with a transfer switch.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
HVAC Systems	\$21,450	\$0	\$0
Alarm System	\$81,596	\$0	\$0
Fencing	\$78,480	\$0	\$0
Building Pressure Wash	\$1,200	\$0	\$0
Exterior Building Painting	\$16,500	\$0	\$0
Brick Garden Pavers	\$32,500	\$0	\$0
LED Track Lights 1st Fl	\$12,000	\$0	\$0

Description	Grant Funds	Cash Match	In Kind Match
Exterior Doors PGT Impact 1st Fl	\$10,000	\$0	\$0
Kitchen Wood Shutters	\$1,350	\$0	\$0
Removal & Replace Flooring 1st Fl	\$11,600	\$0	\$0
Windowsills 1st Fl	\$1,800	\$0	\$0
Repair Prime Patch Paint Walls 1st Fl	\$10,200	\$0	\$0
LED Track Lighting 2nd FL	\$18,750	\$0	\$0
Window Coverings 2nd Fl	\$7,200	\$0	\$0
2 Exterior Doors PGT Impact 2nd Fl	\$5,000	\$0	\$0
Removal & Replace Flooring 2nd Fl	\$11,600	\$0	\$0
Repair Patch Paint 2nd Fl	\$10,200	\$0	\$0
Generators	\$75,500	\$0	\$0
Install Fire Wet Water Suppression System	\$25,000	\$0	\$0
Install 6 Custom Window Coverings throughout 1st Floor	\$3,600	\$0	\$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	\$1,250	\$0	\$0
Supply and Install 5 Windowsills 2nd Fl	\$750	\$0	\$0
Elevator Repair	\$6,136	\$0	\$0
Kitchen Renovation	\$40,000	\$0	\$0
Totals	\$483,662	\$0	\$0

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
HVAC Systems	\$22,800	\$0	\$0
Fencing	\$77,508	\$0	\$0
Pressure wash and paint the exterior building	\$19,790	\$0	\$0
Brick Garden Pavers	\$31,500	\$0	\$0
LED Track Lights 1st and 2nd floors	\$32,250	\$0	\$0
Exterior Doors PGT Impact 1st and 2nd floors	\$10,325	\$0	\$0

Description	Grant Funds	Cash Match	In Kind Match
Kitchen Wood Shutters	\$1,400	\$0	\$0
Removal of existing Flooring 1st and 2nd floors	\$3,200	\$0	\$0
Windowsills 1st and 2nd floors	\$8,200	\$0	\$0
Repair Prime Patch Paint Walls 1st and 2nd floors	\$12,895	\$0	\$0
Window Coverings 1st and 2nd floors	\$9,600	\$0	\$0
Replace Flooring 1st and 2nd floors	\$23,200	\$0	\$0
Generator	\$67,480	\$0	\$0
Architectural and Engineering	\$28,000	\$0	\$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	\$7,675	\$0	\$0
cleaning and Waste Management	\$6,100	\$0	\$0
General Conditions	\$3,500	\$0	\$0
Kitchen Renovation	\$44,200	\$0	\$0
Project Fee (includes management and coordination)	\$74,039		
Totals	\$483,662	\$0	\$0

AUTHORIZATION

Authorized official for the Grantee

Authorized official for the Division

Authorized official Signature

Date

Division Authorized official Signature

Date

FPRA Regular Meeting

6. b.

Meeting Date: March 14, 2023

Re: Fisherman's Wharf Agreement

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

SUBJECT:

Approval of Third Amendment to Agreement for Purchase and Development of Fisherman's Wharf to provide additional time to cure title and survey objections with a new deadline of September 1, 2023.

SUMMARY:

The City of Fort Pierce and Fort Pierce Redevelopment Agency entered into an Agreement for the Purchase and Development of Fisherman's Wharf with Pierce 1 Marina, LLC on August 16, 2021. The City and FPRA subsequently executed two amendments to extend the deadline for the City to cure the title and survey objections. The City now anticipates that it will need additional time beyond March 1, 2023 to cure the objections. This third amendment will extend the City's deadline to September 1, 2023.

RECOMMENDATION:

Approval

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

City Attorney
Economic Development Manager

COORDINATED WITH:

City Manager

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Executed Agreement for Purchase and Development of Fisherman's Wharf

Executed First Amendment to Agreement for Purchase and Development of Fisherman's Wharf

Executed Second Amendment to Agreement for Purchase and Development of Fisherman's Wharf

Third Amendment for Purchase and Development of Fisherman's Wharf

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

**AGREEMENT FOR PURCHASE AND DEVELOPMENT
OF FISHERMAN'S WHARF**

THIS AGREEMENT (the "**Agreement**") is made and entered into as of this 16th day of August, 2021, by and between PIERCE 1 MARINA, LLC, a Florida limited liability company ("**Pierce**"), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

WITNESSETH:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "**Real Property**"); and

WHEREAS, the City issued a request for proposals ("**RFP**") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Pierce has submitted the most advantageous proposal; and

WHEREAS, Pierce has proposed the development of the Fisherman's Wharf Project, as more generally set forth in the Response to Request for Proposal No. 2020-023, Redevelopment of Fisherman's Wharf, submitted to the City of Fort Pierce on January 25, 2021 (the "**Project**"); and

WHEREAS, the City and Pierce both desire to enter into an agreement, allowing Pierce to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Pierce subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable

considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Convey and Develop. The City agrees to convey the Real Property to Pierce, and Pierce agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in Exhibit "A", together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Purchase Price and Method of Payment; Deposits. Subject to offsets, prorations, and adjustments as contemplated herein, Pierce shall pay the City the sum of Five Million and No 00/100 Dollars (\$5,000,000.00) in immediately available funds at closing.

3. Due Diligence Period. Pierce, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Pierce's sole cost and expense, as Pierce determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Pierce's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Pierce, in Pierce's sole and absolute discretion, to be necessary for Pierce to determine the feasibility of Pierce proceeding with the development of the Property. The City hereby grants to Pierce, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Pierce's studies and investigations, as reasonably required. Pierce shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Pierce shall not subject the Property to any liens in connection with such studies and investigations and Pierce shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Pierce agrees to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Pierce, or Pierce's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Pierce may, at Pierce's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Pierce shall deliver to the City

copies of any reports of studies and investigations procured by Pierce relative to the Property during the Due Diligence Period.

4. Copies of Reports. The City agrees to deliver to Pierce, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, and (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) relating to the Property.

5. Land Development Approvals and Certain Conditions to Closing.

a. Approval Period. If Pierce has not terminated this Agreement in connection with the closure of the Due Diligence Period as contemplated hereinabove, then for two hundred and seventy (270) days after the expiration of the Due Diligence Period, Pierce (and, to a certain extent as provided herein below, the City) shall work diligently to secure all approvals necessary in Pierce's sole but reasonable discretion to permit the development of the Project. Such period shall be hereinafter referred to as the "**Development Approval Period**" and such approvals shall be hereinafter referred to as the "**Development Approvals**". The Development Approvals must be secured and found to be satisfactory to Pierce (in its sole but reasonable discretion) and will include, without limitation: (i) necessary zoning for the Project; (ii) necessary site plan and/or preliminary plat approval for the Project; (iii) necessary permits from all applicable governmental authorities and governmental permitting agencies; (iv) any required concurrency approvals; (v) sewer and water approval, including all water, sewer, and/or utility capacity, connection rights, rights issued, tap rights, and all drainage rights and allocations; (vi) necessary agreements with applicable governmental authorities regarding school capacity, utilities, and roadway improvements necessary for the Project; (vii) all necessary and final, non-appealable site plan approvals issued by local, county, state and/or federal governmental or quasi-governmental authorities required to proceed with the uninterrupted construction of the Project including, without limitation from the Florida Department of Environmental Protection (and its local counterparts), Florida Fish and Wildlife Conservation Commission, the US Army Corps of Engineers, the South Florida Water Management District; and (viii) any required permits regarding listed species located on the Property, and (ix) all other necessary approvals from all applicable governmental authorities required to allow construction of the Project.

b. City Obligations. In furtherance of securing all necessary Development Approvals, the City at its sole cost and expense (except as otherwise expressly provided below), shall undertake the following work. The following shall be, and are hereby deemed, conditions to Closing (such conditions together with the other preconditions to Closing contemplated herein shall be collectively referred to as the "**Conditions to Closing**"):

i. The City will give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to a land use designation appropriate for the development of the Project and mutually acceptable to the City and Pierce. The City shall be responsible for completing and filing any

required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation shall be a Condition to Closing, which if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 5.d below.

ii. The City shall give its best efforts to support changing the zoning of the Property to an appropriate zoning category which is mutually satisfactory to the City and Pierce, and such zoning category shall allow the height required for the Project. The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 5.d below.

iii. City shall give its best efforts to support entering into an interlocal agreement with the County to improve adjacent County properties for parking for the Project. Pierce will pay for the cost of the improvements including paying any local match due under any grant funding. Entering into the foregoing interlocal agreement shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 5.d below.

c. Pierce Obligations. In furtherance of securing all necessary Development Approvals, Pierce at its sole cost and expense (except as otherwise expressly provided below), shall undertake the following work. The following shall be, and are hereby deemed, additional Conditions to Closing:

i. Pierce will provide necessary documentation to the City to apply for and obtain approval of a site plan and phasing plan for the Project in substantial conformity with the RFP, and the City will cooperate in filing the application as the Property owner. No application fee shall be due and payable for submittal of the foregoing site plan application. Pierce shall proceed diligently through the site plan approval process, until a final site plan and phasing plan for the Project is approved by the City.

ii. Pierce will obtain approval from the County and/or City, as needed for the relocation of the existing boat ramp (the "Boat Ramp") from the Property to a location outside of the Property. If Pierce does not terminate this Agreement as set forth in Paragraph 5.d below, then Pierce will be responsible for the entire cost to relocate the Boat Ramp and to repay the amount due to the Florida Inland Navigational District ("FIND") with respect to the grant for the existing Boat Ramp.

iii. Pierce will enter into an agreement with the City for the construction of any improvements required to Fisherman's Wharf (the street), with the understanding that the City will seek to obtain any available grant funding for such improvements. Pierce will be responsible for the cost of such improvements, including paying any local match due under any grant funding.

iv. Pierce will obtain all approvals required from the Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, or any other Development Approvals required in order to allow Pierce 1 to construct and operate the Project. The City, as the property owner, will cooperate with Pierce in the filing and processing of any applications, at Pierce's cost.

d. Right to Terminate. In the event that all of the foregoing Conditions to Closing have not been completed within the Development Approval Period, to the reasonable satisfaction of Pierce, then Pierce shall have the option of (i) terminating this Agreement by giving written notice thereof to the City no later than three (3) days after the end of the Development Approval Period, whereupon this Contract will be null and void or (ii) if Pierce does not give the foregoing notice to the City, then Pierce shall be deemed to have waived this contingency and shall proceed to close on the Property as set forth herein. Concurrent but not coterminous in time with the foregoing right to terminate, Pierce shall have a separate and unrelated right to terminate this Agreement by giving written notice thereof to the City no later than two-hundred and forty (240) days after the Effective Date of this Agreement, if Pierce determines, in Pierce's sole discretion, that it will be cost-prohibitive for the Project to relocate the Boat Ramp to a location outside of the Property, and to repay the amount due to FIND with respect to the grant for the existing Boat Ramp.

e. Right to Extend. As an alternative, provided that Pierce is making commercially reasonable efforts to satisfy the Conditions to Closing set forth in Paragraph 5.c above, then Pierce may extend the Development Approvals Period by no more than two (2) sixty (60) day periods, which may be exercised independently and consecutively (and, if timely made, shall extend the Development Approvals Period by a total of 120 days). Such election will be made by Pierce through written notice to the City delivered prior to 11:59 PM EST on the then last day of the Development Approvals Period.

Notwithstanding any of Pierce's elections as stated above, the City shall also have the corresponding right to extend the Development Approval Period for one (1) sixty (60) day period. The City may exercise such right at any point at which the Development Approval Period is set to expire and Pierce has either not yet exercised its right to extend the Development Approval Period or Pierce has already expended its options to extend such period and has none further. The City, to exercise such right, shall provide written notice to Pierce delivered prior to 11:59 PM EST on the last day of the Development Approval Period. Any such timely election by the City shall supersede any election by Pierce to terminate this Agreement. Any such timely election by the City shall also supersede any election by Pierce to extend the Development Approval Period, and Pierce shall be deemed to still have such right as if Pierce had not so elected. Upon such election by the City, Pierce and the City shall continue with reasonable diligence to satisfy the yet to be completed Conditions to Closing as otherwise contemplated herein. At the end of such extension period, if Pierce has not yet exercised all of its rights of extension as contemplated hereinabove, Pierce may elect to do so by timely delivering written notice of such election to the City prior to 11:59 PM EST on the then last day of the Development Approval Period. If no further rights of extension exist, then Pierce shall have the option of (i) terminating this Agreement by giving written notice thereof to the City no later than three (3) days after the end of the Development Approval Period, whereupon this Contract will

be null and void or (ii) if Pierce does not give the foregoing notice to the City, then Pierce shall be deemed to have waived this contingency and shall proceed to close on the Property, as set forth herein.

Notwithstanding any term or provision to the contrary herein, with specific respect to any permits from the Army Corps of Engineers ("ACOE"), if all other Conditions to Closing have been satisfied, or waived by Pierce in writing, prior to the expiration of the Development Approval Period, the Development Approval Period shall automatically extend for the additional period necessary for ACOE to issue its permits, not to exceed an additional one hundred eighty (180) days after the date that would otherwise have been the expiration of the Development Approval Period (as extended by either party as provided hereinabove).

6. Evidence of Title. Within forty-five (45) days after the Effective Date, Pierce shall obtain, at Pierce's expense, a Title Insurance Commitment (the "**Commitment**") for an Owner's Title Insurance Policy (the "**Policy**") issued by a Florida licensed title insurer (the "**Title Company**") evidencing that the City is vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Pierce shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Pierce shall have a period of thirty (30) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Pierce, Pierce shall provide the City with a copy of the Commitment together with Pierce's written objections. The City, upon written notification thereof, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Pierce may, within ten (10) days from the expiration of the sixty (60) day period, give notice to the City to either (a) terminate this Agreement, (b) grant the City additional time to cure such title objection, not to exceed an additional ninety (90) days or (c) agree to accept a conveyance of title at Closing in its then existing condition. If Pierce shall elect to terminate this Agreement, then neither the City nor Pierce shall have any further rights or obligations hereunder. Any items shown in the Commitment which Pierce does not timely object to, or which Pierce agrees to accept, in accordance with this paragraph, shall be deemed to be "**Permitted Exceptions.**" The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Pierce shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Pierce as part of the adjustments and prorations at the Closing.

Pierce may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination (“**Subsequent Title Defect**”) other than the Permitted Exceptions. In the event that Pierce gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Pierce’s notice thereof to City.

7. Survey. Within ninety (90) days after the Effective Date, Pierce may, at Pierce’s sole cost and expense, have the Property surveyed by a registered Florida surveyor (the “**Survey**”). Pierce shall have a period of twenty (20) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Pierce, Pierce shall provide the City with a copy of the Survey together with Pierce’s written objections. The Survey objections shall be treated in the same manner as title objections are treated as stated hereinabove. Pierce’s failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Pierce’s rights to object to survey defects as provided in this paragraph.

8. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Pierce. The closing for the conveyance of the Property from FPRA to Pierce (the “**Closing**”) shall be at a date, time and place mutually agreed to by the City and Pierce, but within the municipal limits of the City of Fort Pierce, no earlier than thirty (30) days after the Conditions to Closing have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Pierce by Special Warranty Deed, in the form attached hereto as Exhibit “B” (the “**Deed**”). The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

- a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.
- b. Local zoning ordinances and regulations.
- c. Permitted Exceptions, as defined in Paragraph 6 above.
- d. The Reverter, as defined in Paragraph 11.a below and as set forth in the Deed.

9. Closing Costs. Pierce shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, (b) the Title Policy, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the

Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Pierce as provided hereinabove. Any real property taxes and assessments shall be prorated as of the date of the Closing.

10. Development Timeline. The Project shall be constructed in phases in accordance with a site plan and phasing plan for the Project, submitted to the City, and subject to review and approval by the City, as a part of the Development Approvals (collectively, the “**Site Plan**”). As a part of the first phase of construction, Pierce shall construct the boat storage building, repair the sea wall, and construct parking and other related infrastructure, as more specifically set forth in the Site Plan. Pierce shall commence construction of the first phase, within six (6) months after the Closing. For the purpose of determining the Development Timeline set forth in this Paragraph 10, the terms "Commence Construction" or “Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

As a part of the second phase of construction, Pierce shall construct the restaurant, residential, and retail space and related infrastructure, as more specifically set forth in the Site Plan. The construction of the second phase must be commenced by Pierce within nine (9) months after the completion (as evidenced by the issuance of a certificate of completion or certificate of occupancy (or its equivalent)) of the aforementioned boat storage building contemplated in the first phase of construction.

11. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Pierce at Closing, the Deed will contain language stating that the City will retain a “possibility of reverter”, giving the City the right to re-enter and retake the property if Pierce defaults on its obligations set forth in this Agreement (the “**Reverter**”). In the event that the City exercises the Reverter, upon reconveyance of the Property to the City, the City shall refund the Purchase Price to Pierce, less any transaction costs paid by the City with respect to the reconveyance.

b. Release of Reverter for Construction Loan. The construction loan for each of the phases of development of the Project will be secured by a mortgage on all or a portion of the Property. Prior to the closing of the construction loan for each phase, the City will (a) review the loan documents to confirm to the City’s reasonable satisfaction that the loan is for the construction of one or more phases of the Project in accordance with the approved Site Plan, (b) confirm issuance of the required performance bond as described hereinbelow, and (c) sign an instrument releasing from the encumbrance of the Reverter, all or the relevant portion of the Property which will be encumbered by the mortgage securing the construction loan for that particular phase, and such instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage securing the construction loan free and clear of the City’s Reverter.

c. Performance Bond. Pierce shall obtain a performance bond for the construction of the each phase of the Project that equals or exceeds the estimated cost of the

construction of such phase. Each bond shall be in substantially the form attached hereto as Exhibit "C", unless Pierce and the City mutually agree to a different form. Each bond may be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

d. Default by Pierce. In the event of a default or breach of this Agreement by Pierce, the City may proceed at law or in equity to enforce its rights under this Agreement against Pierce, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above.

e. Default by City. In the event of a default or breach of this Agreement by the City, Pierce may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

f. Right to Cure. The foregoing provisions of this Paragraph notwithstanding, neither the City nor Pierce shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

12. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Pierce and its successors and assigns. No assignment of this Agreement by Pierce shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Pierce may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Pierce shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect to the Property, FPRA shall rebate to Pierce fifty percent (50%) of all TIR received by FPRA with respect to the Property each year until a total of One Million Dollars (\$1,000,000.00) has been reimbursed to Pierce. Such rebate payments shall be delivered to Pierce no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for the Property. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Pierce, and by any successor developer acquiring Pierce's rights and obligations under this Agreement, provided that Pierce assigns its right to receive TIR rebate payments to such successor developer pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie

County. In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Pierce, or a successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Pierce, or such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer having been assigned such right to receive TIR rebate payments as set forth above.

14. Impact Fees. The City shall waive all City impact fees relating to the development of the Project on the Property. In addition, the City shall support Pierce's efforts to have St. Lucie County waive or reduce their impact fees relating to the same.

15. Easement for Public Access. Pierce shall grant an easement giving public access through the Project to the waterfront, and along the Project's boardwalks, boat slips and marina basin. The location of such easement shall be set forth in the Site Plan and subject to review and approval by the City pursuant to the City's site plan review and approval process.

16. Force Majeure. Neither Pierce nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the deadlines set forth in Paragraph 10 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "**Force Majeure Event**" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

17. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, in the event that a part of the Property is subdivided pursuant to a subdivision plat or divided into condominium units pursuant to the condominium statutes, in order to create residential units, the purchasers of such residential units shall have no duties or obligations under this Agreement. This Agreement will be recorded in the public records of St. Lucie County.

18. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

19. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Pierce:

Pierce Development, Inc.
3093 County Road 46
Fort Edward, NY 12828
Attn: Christopher Shelli

With a copy to:

Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

Fort Pierce Redevelopment Agency
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: Fort Pierce Redevelopment Agency Director

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

20. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Pierce and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any claim arising from this Agreement shall lie in the courts of St. Lucie County, Florida.

21. Survival of Obligations. This Agreement shall survive said Closing and shall not merge with the delivery of the Deed and other closing documents.

22. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

23. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

24. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

25. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

“Pierce”

PIERCE 1 MARINA, LLC., a
Florida limited liability company

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

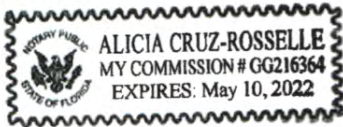
By: C. M. Shelli
Christopher Shelli
Manager

W. Lee Dobbins
Print Name: W. Lee Dobbins

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of AUGUST, 2021, by Christopher Shelli as Manager of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG 216364
My Commission Expires: 5/10/2022



SIGNATURES CONTINUE ON FOLLOWING PAGES

WITNESSES:

[Signature]

Print Name: Latoja Ransom

[Signature]

Print Name: Brittany Meredith

“City of Fort Pierce”:

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: *[Signature]*
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: *[Signature]*
Tanya Earley, Interim City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of August, 2021, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:



Linda W. Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

[Signature]
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

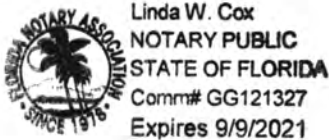
Linda W. Cox
Print Name: Linda Cox

By: Linda Hudson
Print Name: Linda Hudson
Title: Chair

Brittany Meredith
Print Name: Brittany Meredith

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of August, 2021, by Linda Hudson as Chair of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:



Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
PAGE 1 OF 4
Fisherman's Wharf



July 20, 2021

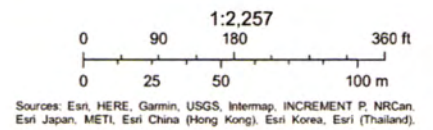


EXHIBIT "A"

PAGE 2 OF 4

**ONLY THE PORTION OF THIS TAX PARCEL LYING NORTH OF SEAWAY DRIVE
IS SUBJECT TO THIS AGREEMENT**

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Property Identification

Site Address: 600 N INDIAN RIVER DR
Sec/Town/Range: 10/35S/40E
Parcel ID: 2403-801-0026-000-0
Jurisdiction: Fort Pierce

Use Type: 8600
Account #: 16214
Map ID: 24/10N
Zoning: General &

Ownership

Ft Pierce City Of
PO Box 1480
Fort Pierce, FL 34954

Legal Description

INDIAN RIVER MEMORIAL PARK THAT PART DESIGNATED ON PLAT AS PROPOSED CITY PARK-LESS SR A1A AND LESS PUMP STATION NO 1 LOCATED IN SE COR OF SD PARK AND LESS TO FT PIERCE YACHT CLUB INC- (MAP 24/10A) (OR 261-614)

Current Values

Just/Market Value: \$11,898,600
Assessed Value: \$11,898,600
Exemptions: \$11,898,600
Taxable Value: \$0



Total Areas

Finished/Under Air (SF): 18,191
Gross Sketched Area (SF): 31,105
Land Size (acres): 13.49
Land Size (SF): 587,511

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: [SLC Tax Collector's Office](#)

Download TRIM for this parcel: [Download PDF](#)

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

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Property Identification

Site Address: 125 FISHERMANS WHARF
Sec/Town/Range: 03/35S/40E
Parcel ID: 2403-432-0002-000-4
Jurisdiction: Fort Pierce

Use Type: 8900
Account #: 15868
Map ID: 24/03S
Zoning: Marine Com

Ownership

Fort Pierce Redevelopment Agency
PO Box 1480
Fort Pierce, FL 34954

Legal Description

3 35 40 FROM A CONC MONU AT SE COR OF N 2 ST AND FISHERMAN'S WHARF RUN S 88 DEG 45.5 MIN E ALG S R/W FISHERMAN'S WHARF 528.45 FT TO POB, TH CONT E ALG FISHERMAN'S WHARF DR 151.52FT, THS 01 DEG 15 MIN 12 SEC W 118.23 FT, TH S 89 DEG 18 MIN 28 SEC E 48.97 FT TO NE COR OF TRACT 'A' OF IND RIV MEMORIAL PARK, TH S 26DEG 20 MIN 26 SEC W ALG E LI OF SD TRACT 'A' 60.17 FT, TH S 18 DEG 32 MIN 31 SEC E 95.94 FT TO SE COR OF SD TRACT 'A', TH S 72 DEG 31 MIN 30 SEC W ALG S LI SD TRACT A 109.19 FT, TH N 18 DEG 5.5 MIN W 314.09 FT TO POB (0.81AC) (OR 2821-1379)



Current Values

Just/Market Value: \$593,200
Assessed Value: \$593,200
Exemptions: \$593,200
Taxable Value: \$0

Total Areas

Finished/Under Air (SF): 6,206
Gross Sketched Area (SF): 6,206
Land Size (acres): 0.81
Land Size (SF): 35,283

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Taxes for this parcel: [SLC Tax Collector's Office](#)

Download TRIM for this parcel: [Download PDF](#)

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Property Identification

Site Address: 201 FISHERMANS WHARF
Sec/Town/Range: 03/35S/40E
Parcel ID: 2403-432-0003-000-1
Jurisdiction: Fort Pierce

Use Type: 8900
Account #: 15869
Map ID: 24/03S
Zoning: Marine Com

Ownership

Fort Pierce Redevelopment Agency
PO Box 1480
Fort Pierce, FL 34954

Legal Description

3 35 40 FROM CONC MON AT SE COR OF N 2 ST AND FISHERMAN'S WHARF RUN S 88 DEG 45.5 MIN E ALG S R/W FISHERMAN'S WHARF 679.97FT TO POB, TH CONT ELY ON S R/W FISHERMAN'S WHARF 333.43 FT TO PT, TH S 01 DEG 14 MIN 30 SEC W 106.97 FT, TH S 89 DEG 18 MIN 28 SEC W 333.64 FT, TH N 01 DEG 15 MIN 12 SEC E 118.23 FT TO POB (0.86 AC) (OR 2821-1379)

Current Values

Just/Market Value: \$521,800
Assessed Value: \$521,800
Exemptions: \$521,800
Taxable Value: \$0



Total Areas

Finished/Under Air (SF): 0
Gross Sketched Area (SF): 0
Land Size (acres): 0.86
Land Size (SF): 37,556

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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EXHIBIT "B"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20____, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to PIERCE 1 MARINA, LLC, a Florida limited liability company, whose address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

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 GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20____, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Purchase and Development of Fisherman's Wharf, by and between the City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 202__, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such Land shall revert to the Grantor, in accordance with the terms of the foregoing agreement.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT
AGENCY, a community redevelopment
agency established pursuant to Florida
Statutes Chapter 163

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "C"
Performance Bond Form

BOND NUMBER _____



AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description: *(Name and Location)*

BOND

Date:

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

X: _____
Name and Title:

X: _____
Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract;

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refused or failed to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims or damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

X: _____
Name and Title:

X: _____
Name and Title:

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND DEVELOPMENT
OF FISHERMAN'S WHARF

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN'S WHARF (this "**Amendment**") is made and entered into as of this 21st day of March, 2022 (the "**Effective Date**"), by and between PIERCE 1 MARINA, LLC, a Florida limited liability company ("**Pierce**"), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

WITNESSETH:

WHEREAS, Pierce, the City of Fort Pierce and FPRA entered into that certain Agreement for Purchase and Development of Fisherman's Wharf, recorded on August 25, 2021, in Official Records Book 4673, Page 765, of the Public Records of St. Lucie County, Florida (the "**Agreement**"); and

WHEREAS, Pierce delivered a letter to the City dated October 28, 2021, objecting to certain title defects, as more specifically set forth therein (the "Title Objections"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Title Objections, but Pierce delivered a letter to the City dated December 29, 2021, granting the City an additional 90 days to cure the Title Objections. The forgoing 90 day period to cure the Title Objections will expire on March 28, 2022; and

WHEREAS, Pierce delivered a letter to the City dated December 2, 2021, objecting to certain survey defects, as more specifically set forth therein (the "Survey Objections"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Survey Objections, but Pierce delivered a letter to the City dated February 1, 2022, granting the City an additional 90 days to cure the Survey Objections. The foregoing 90 day period to cure the Survey Objections will expire on May 1, 2022; and

WHEREAS, the Agreement does not allow the time period for curing the Title Objections or the Survey Objections to be extended more than 90 days; and

WHEREAS, the parties to the Agreement agree that more time is needed to cure the Title Objections and Survey Objections, and therefore desire to amend the Agreement to further extend the deadline to cure such objections.

NOW, THEREFORE, the undersigned parties to the Agreement do hereby amend the Agreement as set forth herein.

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Amendment as if fully set forth herein verbatim.

2. Amendment with Respect to Title and Survey Objections. Notwithstanding any conflicting language set forth in the Agreement, the parties hereto agree that the City shall have until September 1, 2022 to cure the Title Objections and Survey Objections to the reasonable satisfaction of Pierce. If the removal, discharge or cure of the Title Objection relating to the Fisherman's Wharf Bulkhead Boat Ramp and Basin (Phase 1) Project Agreement recorded in Official Records Book 4131, Page 2060 (the "Boat Ramp Agreement") requires any payment or contribution of land by Pierce, for the removal of the Boat Ramp Agreement as an encumbrance of the title to the Property or for the relocation of the boat ramp located thereon, then the value of such payment or contribution shall be subject to written approval by Pierce. In the event that such Title Objections and Survey Objections are not all removed, discharged and/or cured on or before September 1, 2022 to the reasonable satisfaction of Pierce, including without limitation the removal of the encumbrance of the Boat Ramp Agreement, then Pierce shall have the right to terminate this Agreement by delivering written notice thereof to the City, no later than ten (10) days after such date.

3. No Further Amendments to Agreement. Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

“Pierce”

PIERCE 1 MARINA, LLC, a Florida limited liability company

Cameron Smith
Print Name: Cameron Smith

By: C.M. Shell
Print Name: Christopher Shell
Title: Manager

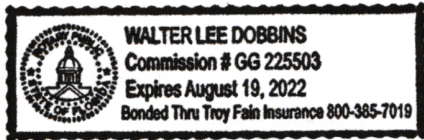
W. Lee Dobbins
Print Name: W. Lee Dobbins

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of February, 2022, by Christopher Shell as Manager of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:


W. Lee Dobbins
Notary Public, State of Florida
Print Name: W. Lee Dobbins
Commission #: GG 225503
My Commission Expires: 8/19/2022

[Affix Notary Seal]

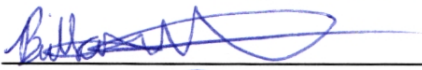


[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:



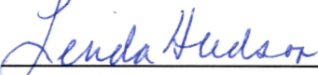
Print Name: Latoya Ransom



Print Name: Brittany Meredith

“City of Fort Pierce”:

CITY OF FORT PIERCE, FLORIDA, a
Florida municipal corporation

By: 

Linda Hudson, Mayor

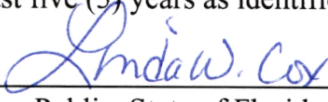
APPROVED AS TO FORM AND CORRECTNESS:

By: 

Tanya Early, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 28th day of March, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) [] is personally known to me, [] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:



Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal]
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

[Signature]
Print Name: Brittany Meredith

By: *Linda Hudson*
Print Name: Linda Hudson
Title: Chairwoman

[Signature]
Print Name: Latoya Ransom

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 8th day of March, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) [] is personally known to me, [] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal] **LINDA W. COX**
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025



This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

SECOND AMENDMENT TO
AGREEMENT FOR PURCHASE AND DEVELOPMENT
OF FISHERMAN'S WHARF

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN'S WHARF (this "**Amendment**") is made and entered into as of this 16th day of August, 2022 (the "**Effective Date**"), by and between PIERCE 1 MARINA, LLC, a Florida limited liability company ("**Pierce**"), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

WITNESSETH:

WHEREAS, Pierce, the City of Fort Pierce and FPRA entered into that certain Agreement for Purchase and Development of Fisherman's Wharf, recorded on August 25, 2021, in Official Records Book 4673, Page 765, of the Public Records of St. Lucie County, Florida (the "**Agreement**"); and

WHEREAS, Pierce delivered a letter to the City dated October 28, 2021, objecting to certain title defects, as more specifically set forth therein (the "**Title Objections**"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Title Objections, but Pierce delivered a letter to the City dated December 29, 2021, granting the City an additional 90 days to cure the Title Objections. The forgoing 90 day period to cure the Title Objections expired on March 28, 2022; and

WHEREAS, Pierce delivered a letter to the City dated December 2, 2021, objecting to certain survey defects, as more specifically set forth therein (the "**Survey Objections**"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Survey Objections, but Pierce delivered a letter to the City dated February 1, 2022, granting the City an additional 90 days to cure the Survey Objections. The forgoing 90 day period to cure the Survey Objections expired on May 1, 2022; and

WHEREAS, the Agreement did not allow the time periods for curing the Title Objections or the Survey Objections to be extended more than 90 days. Therefore, Pierce, the City of Fort Pierce and FPRA entered into a First Amendment to Agreement for Purchase and Development of Fisherman’s Wharf, dated March 21, 2022, which extended the deadline for the City to cure the Title Objections and Survey Objections until September 1, 2022; and

WHEREAS, the City anticipates that it will need additional time beyond September 1, 2022 to cure certain Title Objections and Survey Objections; and

WHEREAS, the parties hereto desire to extend by 6 months (to the dates specifically set forth hereinbelow) the deadline to cure Title Objections and Survey Objections, and the Development Approval Period, to allow sufficient time for the City to cure Title Objections and Survey Objections, and to allow for any modifications to Pierce’s development plans that may be required.

NOW, THEREFORE, the undersigned parties to the Agreement do hereby amend the Agreement as set forth herein.

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Amendment as if fully set forth herein verbatim.

2. Extension of Deadline for City to Cure Title and Survey Objections. Notwithstanding any conflicting language set forth in the Agreement, the parties hereto agree that the City shall have until March 1, 2023 to cure the Title Objections and Survey Objections to the reasonable satisfaction of Pierce. If the removal, discharge or cure of the Title Objection relating to the Fisherman’s Wharf Bulkhead Boat Ramp and Basin (Phase 1) Project Agreement recorded in Official Records Book 4131, Page 2060 (the “Boat Ramp Agreement”) requires any payment or contribution of land by Pierce, for the removal of the Boat Ramp Agreement as an encumbrance of the title to the Property or for the relocation of the boat ramp located thereon, then the value of such payment or contribution shall be subject to written approval by Pierce. In the event that such Title Objections and Survey Objections are not all removed, discharged and/or cured on or before March 1, 2023 to the reasonable satisfaction of Pierce, including without limitation the removal of the encumbrance of the Boat Ramp Agreement, then Pierce shall have the right to terminate this Agreement by delivering written notice thereof to the City, no later than ten (10) days after such date.

3. Extension of Development Approval Period. The end of the Development Approval Period, as defined in Paragraph 5.a of the Agreement, is hereby extended to March 12, 2023, subject to the rights of both the City and Pierce to extend the Development Approval Period as set forth in Paragraph 5.c of the Agreement.

4. No Further Amendments to Agreement. Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which

shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

"Pierce"

PIERCE 1 MARINA, LLC, a Florida limited liability company

Bettina A Merritt
Print Name: Bettina A Merritt

By: C. M. Shelli
Print Name: Christopher Shelli
Title: Manager

Stacy Robinson
Print Name: Stacy Robinson

STATE OF Kentucky
COUNTY OF Woodford

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of August, 2022, by Christopher Shelli as Manager of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

Teri Lane Neal
Notary Public, State of Kentucky
Print Name: Teri Lane Neal
Commission #: 609455
My Commission Expires: 9-24-22

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

“City of Fort Pierce”:

CITY OF FORT PIERCE, FLORIDA, a
Florida municipal corporation

~~Brittany Meredith~~
Print Name: Brittany Meredith

By: Linda Hudson
Linda Hudson, Mayor

Print Name: Latoya Ransom

APPROVED AS TO FORM AND CORRECTNESS:

By: Tanya Early
Tanya Early, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of September, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal]
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

Latoya Ransom
Print Name: Latoya Ransom

By: *Linda Hudson*
Print Name: Linda Hudson
Title: Chairwoman

Brittany Meredith
Print Name: Brittany Meredith

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of September, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal]
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025



This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

THIRD AMENDMENT TO
AGREEMENT FOR PURCHASE AND DEVELOPMENT
OF FISHERMAN’S WHARF

THIS THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN’S WHARF (this “**Amendment**”) is made and entered into as of this ____ day of March, 2023 (the “**Effective Date**”), by and between PIERCE 1 MARINA, LLC, a Florida limited liability company (“**Pierce**”), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (the “**City of Fort Pierce**”), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the “**FPRA**”) (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the “**City**”).

WITNESSETH:

WHEREAS, Pierce, the City of Fort Pierce and FPRA entered into that certain Agreement for Purchase and Development of Fisherman’s Wharf, recorded on August 25, 2021, in Official Records Book 4673, Page 765, of the Public Records of St. Lucie County, Florida (the “**Agreement**”); and

WHEREAS, Pierce delivered a letter to the City dated October 28, 2021, objecting to certain title defects, as more specifically set forth therein (the “**Title Objections**”); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Title Objections, but Pierce delivered a letter to the City dated December 29, 2021, granting the City an additional 90 days to cure the Title Objections. The forgoing 90 day period to cure the Title Objections expired on March 28, 2022; and

WHEREAS, Pierce delivered a letter to the City dated December 2, 2021, objecting to certain survey defects, as more specifically set forth therein (the “**Survey Objections**”); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Survey Objections, but Pierce delivered a letter to the City dated February 1, 2022, granting the City an additional 90 days to cure the Survey Objections. The forgoing 90 day period to cure the Survey Objections expired on May 1, 2022; and

WHEREAS, the Agreement did not allow the time periods for curing the Title Objections or the Survey Objections to be extended more than 90 days. Therefore, Pierce, the City of Fort Pierce and FPRA entered into a First Amendment to Agreement for Purchase and Development of Fisherman's Wharf, dated March 21, 2022, which extended the deadline for the City to cure the Title Objections and Survey Objections until September 1, 2022; and

WHEREAS, Pierce, the City of Fort Pierce and FPRA entered into a Second Amendment to Agreement for Purchase and Development of Fisherman's Wharf, dated August 16, 2022, which further extended the deadline for the City to cure the Title Objections and Survey Objections until March 1, 2023; and

WHEREAS, the City anticipates that it will need additional time beyond March 1, 2023 to cure certain Title Objections and Survey Objections; and

WHEREAS, the parties hereto desire to extend by an additional 6 months (to the dates specifically set forth hereinbelow) the deadline to cure Title Objections and Survey Objections, and the Development Approval Period, to allow sufficient time for the City to cure Title Objections and Survey Objections, and to allow for any modifications to Pierce's development plans that may be required.

NOW, THEREFORE, the undersigned parties to the Agreement do hereby amend the Agreement as set forth herein.

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Amendment as if fully set forth herein verbatim.

2. Extension of Deadline for City to Cure Title and Survey Objections. Notwithstanding any conflicting language set forth in the Agreement, the parties hereto agree that the City shall have until September 1, 2023 to cure the Title Objections and Survey Objections to the reasonable satisfaction of Pierce. If the removal, discharge or cure of the Title Objection relating to the Fisherman's Wharf Bulkhead Boat Ramp and Basin (Phase 1) Project Agreement recorded in Official Records Book 4131, Page 2060 (the "Boat Ramp Agreement") requires any payment or contribution of land by Pierce, for the removal of the Boat Ramp Agreement as an encumbrance of the title to the Property or for the relocation of the boat ramp located thereon, then the value of such payment or contribution shall be subject to written approval by Pierce. In the event that such Title Objections and Survey Objections are not all removed, discharged and/or cured on or before September 1, 2023 to the reasonable satisfaction of Pierce, including without limitation the removal of the encumbrance of the Boat Ramp Agreement, then Pierce shall have the right to terminate this Agreement by delivering written notice thereof to the City, no later than ten (10) days after such date.

3. Extension of Development Approval Period. The end of the Development Approval Period, as defined in Paragraph 5.a of the Agreement, is hereby extended to September 12, 2023, subject to the rights of both the City and Pierce to extend the Development Approval Period as set forth in Paragraph 5.e of the Agreement.

4. No Further Amendments to Agreement. Except as specifically modified and

amended hereby, the Agreement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

“Pierce”

PIERCE 1 MARINA, LLC, a Florida limited liability company

Print Name: _____

By: _____

Print Name: Christopher Shelli

Title: Manager

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by Christopher Shelli as Manager of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) [] is personally known to me, [] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

Notary Public, State of _____

Print Name: _____

Commission #: _____

My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

“City of Fort Pierce”:

CITY OF FORT PIERCE, FLORIDA, a
Florida municipal corporation

Print Name: _____

By: _____
Linda Hudson, Mayor

Print Name: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Tanya Early, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) [] is personally known to me, [] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

Notary Public, State of Florida

Print Name: _____

Commission #: _____

My Commission Expires: _____

FPRA Regular Meeting

7. a.

Meeting Date: March 14, 2023

Re: Freebee Consumer Operation Overview

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Freebee Consumer Operation Overview

Attachments

Presentation

freebee

FORT PIERCE



FREE. ON-DEMAND.
100% ELECTRIC TRANSPORTATION.

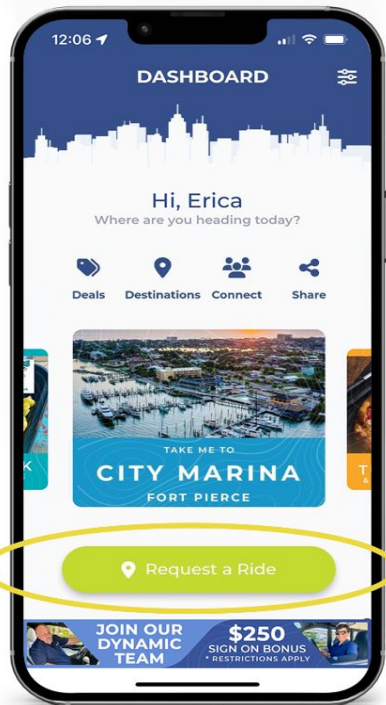


HOW DOES IT WORK?



HOW TO USE THE APP

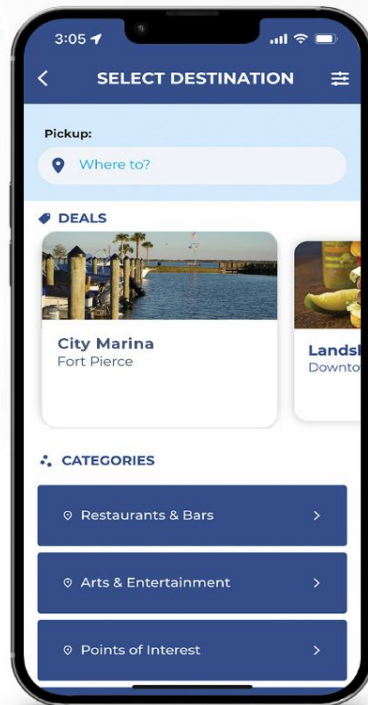
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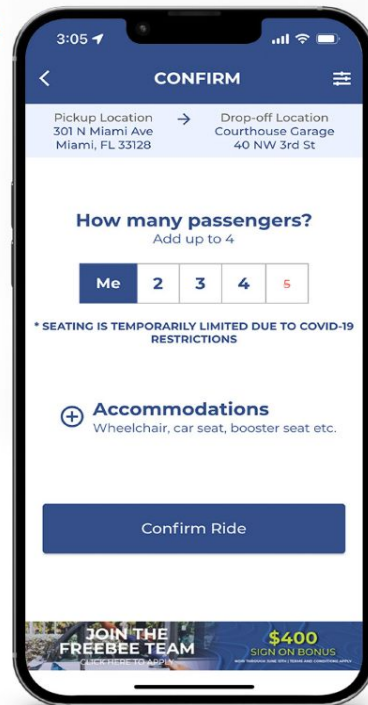
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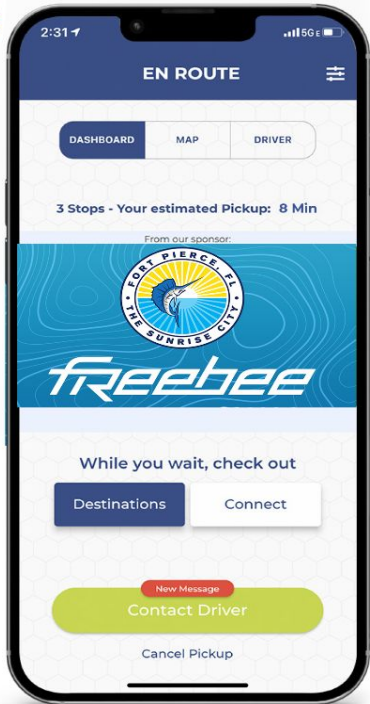


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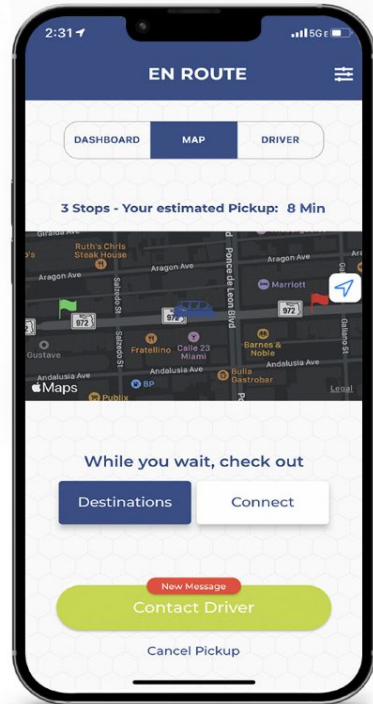


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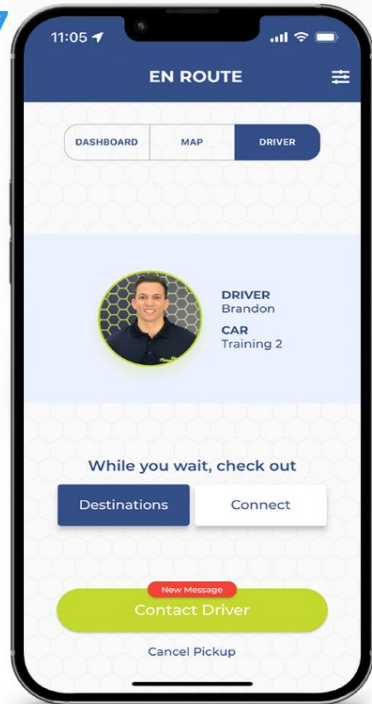
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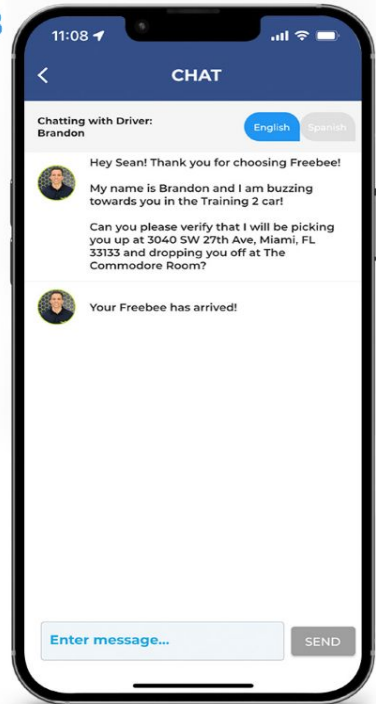
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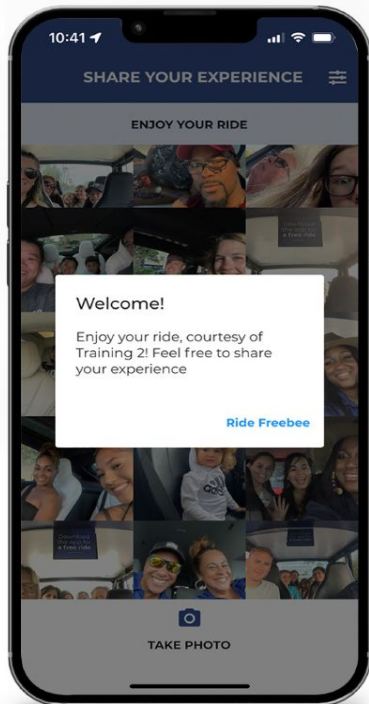


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HOW TO USE THE APP

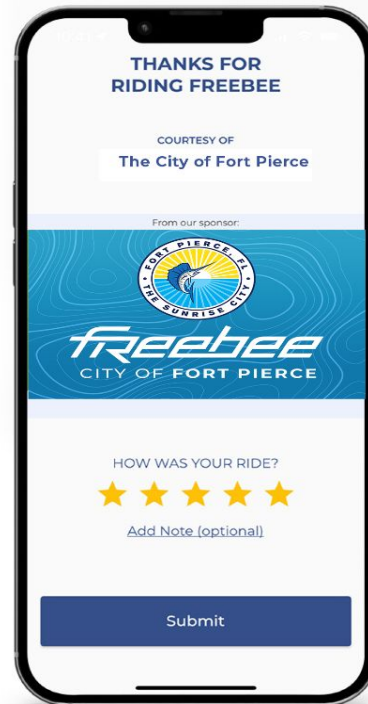
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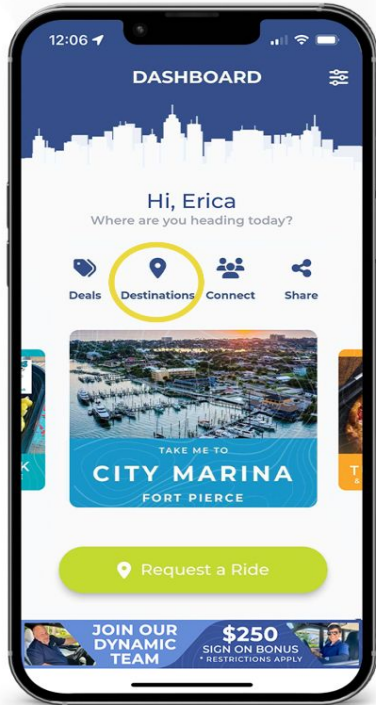


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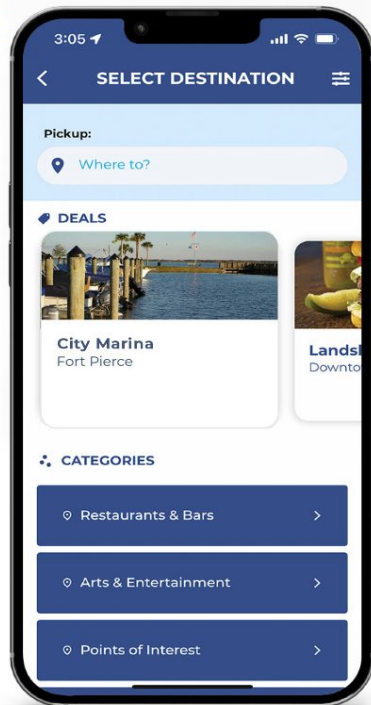


DESTINATION EXAMPLE

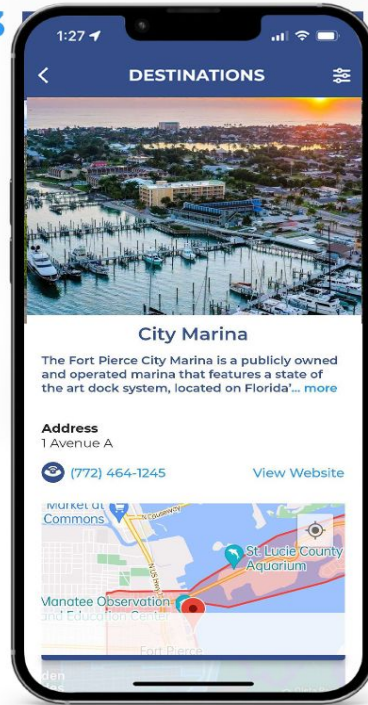
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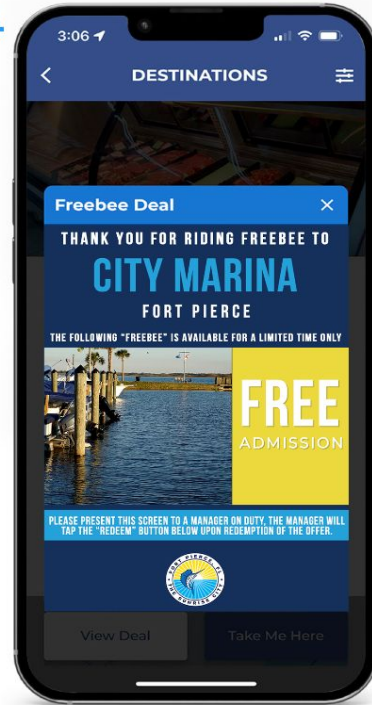
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04



FPRA Regular Meeting

7. b.

Meeting Date: March 14, 2023

Re: RFP 2022-031

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

SUBJECT:

Authorize staff to enter negotiations with the highest ranked respondent, Coral Reef General Contracting, pursuant to the review of proposals associated with RFP 2022-031 for the redevelopment of 301 S. Ocean Drive and 306 Hernando Street.

SUMMARY:

RFP 2022-031 for the Redevelopment of 301 S. Ocean Drive and 306 Hernando Street was issued on September 23, 2022. Two (2) proposals were received by the deadline of January 11, 2023.

The evaluation committee met to evaluate the proposals in accordance with the information detailed in Section IV – Specifications, pg. 14, RFP Evaluation Criteria. The committee reviewed and scored the responses with respect to Preliminary Development Plan, Meeting CRA/Project Goals, Public Benefit, Economic Feasibility, Acquisition/Financing, Schedule, and Qualifications/Experience of Proposer.

The cumulative scores are listed below:

Coral Reef General Contracting	242
HST Devco	175

Maximum points possible: 300

RECOMMENDATION:

Authorize staff to enter negotiations with the highest ranked proposer.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Economic Development Manager

COORDINATED WITH:

CRA Advisory Committee

Purchasing Division

Evaluation Committee Members:

Jack Andrews, City Engineer

Kev Freeman, Planning Director

Thondra Lanese, St. Lucie County Business Navigator

Fiscal Impact

OTHER INFORMATION:

There is no fiscal impact at this time; this item is to enter negotiations only.

Attachments

Presentation

Cumulative Evaluation Sheet

Coral Reef General Contracting Proposal Documents

Final Drawings

An aerial photograph of a coastal residential area. The image shows a mix of houses, parking lots, and green spaces. A prominent feature is a long, narrow strip of land extending into the turquoise ocean, bordered by a stone wall. A yellow rectangular box highlights a specific plot of land in the lower right quadrant of the image. The text 'RFP 2022-031' is overlaid in large white letters on the right side of the image.

RFP 2022-031

301 S. Ocean Drive
306 Hernando Street



Property Overview

- Total of **0.65 acres**; 28,475 sqft
- Purchased in **January 2017 for \$799,000**
- Lease expired; structure demolished; property currently being used for **public surface parking**.
- Property is just steps from the **beach** and two blocks from **Jetty Park**.





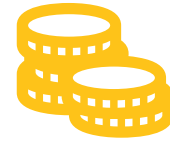
301 S. Ocean Drive



306 Hernando Street



Timeline



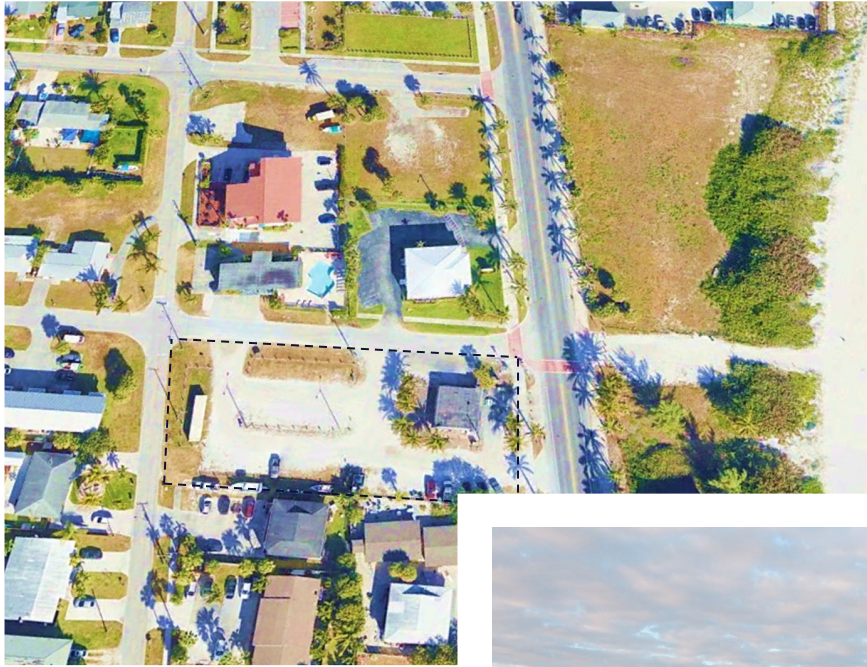
RFP Publication Date:
September 23, 2022



Pre-Proposal Meeting:
October 5, 2022



Proposals Due:
January 11, 2023



Solicitation Language

Oceanview Mixed-Use Development Opportunity

The Fort Pierce Redevelopment Agency is soliciting qualifications and proposals from qualified individuals, developers, or firms to create a redevelopment project that **capitalizes on the site's prominent location and provides a mix of complementary uses including a public parking component to serve the South Beach district.**



Proposal Contents



A detailed description of the respondent's qualifications and experience



A description of representative development projects completed by the respondent.



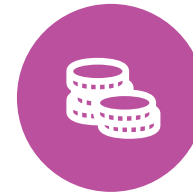
Proposed financing plan and demonstration of the respondent's ability to secure financing



Conceptual preliminary development plan



CRA Plan Goals



An analysis of the economic feasibility of the preliminary development plan



Property acquisition terms



Project schedule

CUMULATIVE EVALUATION SHEET
RFP NO. 2023-031
SOUTH HUTCHINSON ISLAND MIXED-USED DEVELOPMENT OPPORTUNITY

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL
Coral Reef General Contractor, LLC. Fort Pierce, FL	70	86	86	242
HST Devco, LLC. Fort Pierce, FL	47	54	74	175

CRITERIA

POSSIBLE POINTS

1. Preliminary Development Plan	25
2. Qualifications/Experience of Proposer	20
3. Acquisition Terms	15
4. Economic Feasibility/Financing	10
5. Schedule	10
6. Meeting CRA/Project Goals	10
7. Public Benefit	10
Total	100

HST Devco Proposal



- **Proposed Use:** Retail ground floor (coffee shop, watersports shop, small restaurant), office suites on second floor and 6 residential on two floors above.
- **Acquisition Terms:** \$750,000
- **Parking:** Parking to remain available to the public with certain reserved spaces for tenants.
- **Schedule:** Projected timeframe for construction, including approvals will be approximately 12-18 months.

Coral Reef General Contracting Proposal



- **Proposed Use:**
 - First floor retail (5,874sf) commercial opportunity space that can be developed as one or two retail development spaces. Concepts include Sundries Store and Coffee shop or food service operation.
 - 12 higher end rental apartments above, rooftop garden, outdoor meeting areas with fire pits, outdoor grilling and gathering space; resident-only garage.
- **Acquisition Terms:** \$750,000
- **Parking:** No dedicated public parking but willing to work with City for to incorporate shared design for on-street parking.
- **Schedule:** Construction schedule included. Approx. 2 years 11 months including approvals.



South Shore

South Shore

Beachfront cafe



Gerald J. Caliendo, R. A. P. C.

Professional
Architect
1000
S. Ocean Blvd.
Fort Pierce,
FL 34949
Tel: 888-222-2222
Fax: 888-222-2222

Beach Mart

301 South Ocean Drive

Beachfront Cafe

301 SOUTH OCEAN DRIVE, FORT PIERCE, FL 34949

Recommendation

Approval to authorize staff to enter negotiations with highest ranked respondent, Coral Reef General Contracting, LLC.

CUMULATIVE EVALUATION SHEET
RFP NO. 2023-031
SOUTH HUTCHINSON ISLAND MIXED-USED DEVELOPMENT OPPORTUNITY

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL
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4. Economic Feasibility/Financing	10
5. Schedule	10
6. Meeting CRA/Project Goals	10
7. Public Benefit	10
Total	100



QUALIFICATIONS & EXPERIENCE

Philip J Thompson, Owner of CORAL REEF GENERAL CONTRACTING, LLC
FL CGC1528473

Phil Thompson has over 30 Years combined experience in Banking, Real Estate & Construction Financing, Land Development, Home Building, Waterfront & Marine Infrastructure Construction, Underground Utility Infrastructure, Environmental Remediation, Wetland Mitigation & Development, Transit Construction, High Rise Construction, High End Office Construction.

He has Developed Waterfront Properties in both New York City & the New Jersey Shore, where Raw Land was Developed into Buildable Residential Lots, most with Boat Slips and/or Bayfront Views. During his Tenure as a Licensed NYC General Superintendent, he managed numerous hi-profile Projects including NYC Subway Stations, NYC Housing Authority Complexes, Demo/Salvage & Reconstruction of the Rockaway Beach Boardwalk for the US Army Corps of Engineers subsequent to Hurricane Sandy, Mid & Hi Rise "Ground Up" Construction, plus both Luxury Office and Luxury Residential Construction.

Presently, Phil Thompson resides with his Family a quarter mile from the 301 S Ocean RFP Site and is Developing and/or Constructing the following Projects on Hutchinson Island, all within a mile of the 301 S Ocean Drive RFP Site:

- the ISLE SHORES Site which consists of five (5) Hi-End Homes at Desota & Seaway;
- the CORAL SANDS at SOUTH OCEAN Site which consists of twelve (12) Hi-End Homes on S Ocean Drive;
- a Custom Home at 1175 Binney Drive;
- a Custom Beach Front Alteration on S Ocean Drive.

He is also presently Developing the EXOTIC MOTOR MANSIONS, adjacent to the Treasure Coast Airport, which will be a 35 Unit Specialized Warehouse Complex for Car & RV Enthusiasts.

FLORIDA CGC1528473

2250 N US HWY 1

FORT PIERCE, FL 34946

772-999-4784

coralreefgc@gmail.com

coralreefgc.com



Coral Reef
General Contracting

REPRESENTATIVE PROJECTS COMPLETED BY PHILIP J THOMPSON FL CGC1528473 and/or CORAL REEF GENERAL CONTRACTING, LLC

Prior to being Licensed as a FL CGC in December 2019, Phil Thompson had Constructed several Mid-Rise Buildings in the NYC Area:

- 1) The Polhemus Memorial Building (350 Henry Street, Brooklyn NY)
-Polhemus was a ten (10) story Landmark Building Constructed in 1897; as General Superintendent, Phil Thompson led the Team that completely Demoed and Re-Constructed the South & West Facades while Restoring both the North & East Facades; the Interior was a total Sequential Structural Demo & Re-Construction into 17 Luxury Residential Condos that sold for well over \$7,000,000.00 each.
- 2) 589 11th Avenue (corner of W 44th Street) NYC, NY
-589 was an existing one story Building constructed in the early 1900's; as General Superintendent, Phil Thompson led the Team that Excavated & Underpinned the existing Foundation, and added a substantial new section of Foundation on Auger Cast Pilings; seven additional Stories of Luxury Office Space were Constructed while retaining the original Historical Pub fronting 11th Avenue.
- 3) Haven Esplanade Co-Generation Plant Building at Ave C & E 13th St NYC, NY
-This 3 story Co-Generation Plant was a Ground-Up Facility with deep Auger Cast Piles and an Architectural Cast Concrete & Glass Superstructure; as General Superintendent, Phil Thompson led the Team that Constructed this self-contained Steam Generation Plant that supplied Heat & Hot Water to over 300 NYC Housing Apartments.

Currently, Phil Thompson has 19 Hi-End three (3) story Homes under Construction and/or Development on Hutchinson Island, all which originated from Raw, Infill & Vacant Land Parcels, similar to the subject RFP 301 S Ocean Drive.

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DEVELOPMENT COSTS, USES & FINANCING 301 S Ocean Drive RFP

Land Acquisition Cost from FPRA	\$750,000.00
Project Approval Cost	\$285,000.00
Site Work Cost	\$335,000.00
Vertical Construction Cost	\$5,649,613.00
Soft & Carry Costs	\$1,014,637.00
TOTAL PROJECT COST	\$8,034,250.00

CORAL REEF will be obtaining Land Acquisition, Construction & Permanent Financing in the amount of \$7,000,000.00 +/- from FIRST SOUTHERN BANK and/or ASSET BASED LENDING, LLC primarily, as said Institutions are presently providing substantial Financing on the Construction of **CORAL SANDS at SOUTH OCEAN** and **ISLE SHORES**, respectively; FIRST SOUTHERN BANK has provided a Letter of Intent for said Financing. Additionally, the Developer has Private Investor options as Capital Investment sources, as well as, two other Banks that are in discussions regarding additional late 2023 Projects.

During the Timeline of the Approval Process for 301 S Ocean Drive, the Developer will be Delivering a minimum of five (5) to seven (7) Custom Homes totaling approximately \$13,800,000 in Gross Sales.

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FORT PIERCE, FL 34946*

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coralreefgc.com



January 4, 2023

Shyanne Harnage
City of Fort Pierce
Economic Development Manager
100 North US HWY 1
Fort Pierce, FL 34950

RE: Financing for 301 S Ocean Drive Fort Pierce, Florida 34949.

Dear Shyanne Harnage,

First Southern Bank (“Bank”) is pleased to offer this Expression of Interest in financing the above stated loan. This proposal is subject to final underwriting and loan documentation.

Borrower: Coral Reef General Contractors, LLC

Guarantors: Philip Thompson and Erik Thompson

Loan Type: Construction/Permanent Financing

Amount: \$750,000.00 land acquisition and \$7,284,250.00 Hard Construction Cost.

Purpose: To finance the real estate located at 301 S Ocean Drive and develop the real estate with the Proposed Twelve (12) Unit, Two (2) Bedroom High End Residential Rental Units, Four (4) of which have Penthouses, plus Two (2) Commercial Storefronts, a Twelve (12) Space Indoor Garage with a Roof Top Patio/Deck and associated On Site Parking.

Origination Fee: 1 point

Collateral: 1. Real estate located at 301 South Ocean Drive Fort Pierce, Florida.

Terms: 24 months interest only during construction.

Rate: Prime + 1.50% during construction.

Conditions:

1. Full Financial statements and bank liquidity statements for the borrowing entity and guarantors.
2. Appraisal as completed required prior to final loan approval.
3. Construction budget, specs and Plans
4. No future change of ownership without bank's consent.

On behalf of First Southern Bank, I want to thank you for the opportunity to provide you with the letter of intent for financing. We look forward to expanding our banking relationship.

Sincerely,



Steve Watters
Community President



301 S OCEAN DRIVE FORT PIERCE REDEVELOPMENT AGENCY COMMUNITY REDEVELOPMENT PLAN PROJECT GOALS

301 South Ocean Drive represents a special opportunity for the Development of a Mixed-Use Commercial & Residential project in the rapidly changing South Beach area. The 301 S Ocean project proposal is to provide for the Development of 5,874 square feet of Retail opportunity space, along with 12 units of higher end Rental Apartments. These units are expected to be market rate units and will include unparalleled views of the Beach and be designed to meet the demands of discriminating renters.

It is our belief that the South Beach property market does not adequately address the Luxury Rental Market in that there are few, if any, short and intermediate term rental properties, outside of condominium or other property ownership communities, for those individuals who wish to reside by the Ocean, but do not wish to own at the Beach. The 301 project will strive to meet that Market Demand.

Residences at 301 South Ocean are to be two bedroom, approximately 1,300 sq. feet each; four (4) of the twelve (12) Apartments will have an additional 400 sf Penthouse. Each unit will have secured parking. Each unit will have Ocean and Inlet Views. Each unit will have a minimum, nine (9) foot ceiling height, high end floorings and appliances. On Site amenity features for our Residents include a Roof-Top Garden and outdoor meeting areas, with fire pits, outdoor grilling and space for gatherings that can take advantage of the special climate that Florida provides. Each unit will have two (2) parking spaces available, one of which will be within an enclosed, Resident only, garage.

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On the first floor of 301 South Ocean, we will have 5,874 sq. feet of Commercial opportunity space that can be either be developed as one or two retail development spaces. Prior uses of the property included a small neighborhood Sundries Store that closed several years ago. Since its departure, there has been expanding neighborhood interest in having such a use reestablished on the property that can serve to address the community interests. The proposed development plan provides for approximately 2,937 square feet of building area that can be dedicated to such a use. In addition, the submitted development plan provides an opportunity for the establishment of a small neighborhood Coffee Shop or food service operation. Our plan envisions that these limited use retail opportunity sites can serve as neighborhood focal points and can be something that area residents and guests can walk or bike to.

The current use of the 301 site is as an at grade, unimproved surface, parking lot that serves the adjacent Beach area. In developing our concept plans for the 301 South Ocean site, we have looked carefully at the basic design limitations set forth in the City of Ft. Pierce Comprehensive Plan for the South Beach area. One of the various regulations that we must comply with the fundamental design matters is associated with the South Beach Overlay District that limits new development activities to no more than four (4) floors in height, and no more than 8 units to the acre in residential density. While the RFP for this property does request that a public parking component serving the South Beach area be included in any site designs, we have looked at including dedicated Beach parking in our scope, but have found that in order to achieve anything at the numbers that are presently found on the undeveloped site, will require that a large, structured parking facility to be utilized.

Construction of such a facility would have a negative effect on the ability to make use of the property given the limiting conditions of the Hutchison Island Overlay District. While on-site parking can be provided to address our on-site needs, if the City is desirous of expanding parking opportunities for additional short-term beach parking, it is suggested on-street parking opportunities along St. Lucie Court be explored further. The Developer of 301 South Ocean can, and will, work with the City in incorporating shared design efforts as part of the Development of the 301 Site. Construction can be coordinated so that any on-street parking improvements are done at the same time as the Main Development site activities, so that a truly coordinated Mixed Use Development Project can be attained at this location.



ECONOMIC FEASIBILITY 301 S OCEAN DRIVE DEVELOPMENT PLAN

GROSS INCOME:

COMMERCIAL

-Two (2) 2,937 sf Storefronts @ \$35 sf \$205,590.00

RESIDENTIAL

-Four (4) 1,362 sf Two BR Ocean View Apts @ \$3.80 sf \$248,428.80
-Two (2) 1,708 sf Two BR w/ Penthouse Ocean View Apts @ \$3.80 sf \$155,769.60
-Four (4) 1,287 sf Two BR Roof Patio View Apts @ \$3.20 sf \$197,683.20
-Two (2) 1,722 sf Two BR Faber Cove View Apts @ \$3.20 sf \$132,249.60

GARAGE

-Thirteen (13) Indoor Garage Parking Spaces @ 300.00 per space \$46,800.00

TOTAL GROSS INCOME PER ANNUM \$986,521.20

EXPENSES:

-Property Taxes \$52,000.00
-Insurance \$60,000.00
-Maintenance \$20,000.00
-Management Fee \$35,000.00
-Reserves \$50,000.00
-\$6,500,000.00 Mortgage \$518,940.00

TOTAL EXPENSES PER ANNUM \$735,940.00

NET ANNUAL INCOME \$250,581.20

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Coral Reef
General Contracting

PROPOSED PROPERTY ACQUISITION TERMS for 301 S Ocean Drive RFP

Based on the Developer prepared Construction Schedule which is very specific regarding the FL State, St Lucie County and City of Fort Pierce Approval & Permitting time frame, as well as current experience of CORAL REEF regarding the Approval & Permitting Process, it is the expert opinion of Phil Thompson that the minimum time period of one (1) year is required to obtain a Site Development Permit, with a minimum time period of six (6) additional months to obtain a Vertical Building Permit; therefore, the minimum time frame of eighteen (18) months will be required to obtain the complete Site and Vertical Permits necessary to Construct the proposed Luxury Mixed-Use Building at 301 S Ocean Drive.

With said information in mind, CORAL REEF is proposing to Acquire Title to the Vacant Parcel known as 301 S Ocean Drive, inclusive of the 306 Hernando Street Vacant Parcel, for the amount of \$750,000.00 subsequent and expressly subject to CORAL REEF obtaining both Site Development and Vertical Permits for the Proposed Luxury Mixed-Use Building within an 18 – 24 month period.

FLORIDA CGC1528473

2250 N US HWY 1

FORT PIERCE, FL 34946

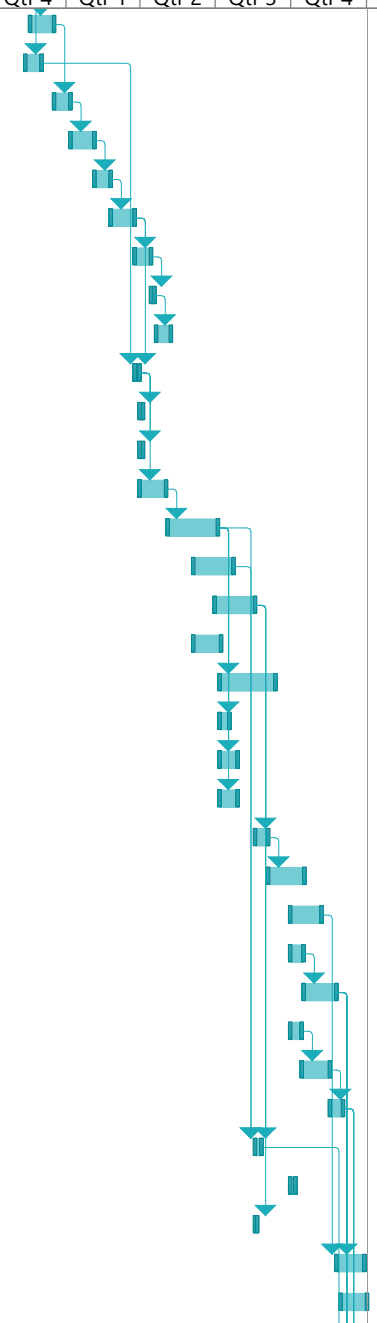
772-999-4784

coralreefgc@gmail.com

coralreefgc.com

ID	Task Name	Duration	Start	Finish	Predecessors	Timeline															
						2023 Qtr 4	2023 Qtr 1	2023 Qtr 2	2023 Qtr 3	2023 Qtr 4	2024 Qtr 1	2024 Qtr 2	2024 Qtr 3	2024 Qtr 4	2025 Qtr 1	2025 Qtr 2	2025 Qtr 3	2025 Qtr 4	2026 Qtr 1	2026 Qtr 2	
1	Approval & Construction of 301 S Ocean Drive	761 days	Wed 2/1/23	Med 12/31/25																	
2	Survey	7 days	Wed 2/1/23	Thu 2/9/23																	
3	Geo-Tech Borings	4 days	Fri 2/10/23	Wed 2/15/23	2																
4	TRC Meeting	1 day	Wed 2/1/23	Wed 2/1/23																	
5	Site Plan Design Revisions	14 days	Thu 2/2/23	Tue 2/21/23	4																
6	Construction Drawings	21 days	Wed 2/22/23	Wed 3/22/23	5																
7	Planning Submission	30 days	Wed 2/22/23	Tue 4/4/23	5																
8	Final Architectural Drawings	45 days	Wed 4/5/23	Tue 6/6/23	7																
9	Structural Drawings	60 days	Wed 4/5/23	Tue 6/27/23	3,7																
10	City Commission Meeting	45 days	Wed 4/5/23	Tue 6/6/23	7																
11	Final Site Plan Approval	7 days	Wed 6/7/23	Thu 6/15/23	10																
12	FL DEP CCCL Application	180 days	Fri 6/16/23	Thu 2/22/24	5,8,11																
13	SFWMD Permit Application	90 days	Fri 6/16/23	Thu 10/19/23	5,8,11																
14	FDOT Drainage Application	90 days	Fri 6/16/23	Thu 10/19/23	5,8,11																
15	FDEP (W&S) Permit Application	90 days	Fri 6/16/23	Thu 10/19/23	5,8,11																
16	DPCR Site Development Application	90 days	Fri 10/20/23	Thu 2/22/24	15																
17	FPUA Application	60 days	Fri 10/20/23	Thu 1/11/24	15																
18	FP Engineering Review	60 days	Fri 10/20/23	Thu 1/11/24	15																
19	Site Development Permit Issued	2 days	Fri 2/23/24	Mon 2/26/24	16																
20	Commencement of Sitework	0 days	Tue 2/27/24	Tue 2/27/24	19																
21	Site Clearing	2 days	Tue 2/27/24	Wed 2/28/24	19																
22	Pile & Exfiltration Trench Stakeout	3 days	Thu 2/29/24	Mon 3/4/24	21																
23	Auger Cast Pile Installation	10 days	Tue 3/5/24	Mon 3/18/24	22																
24	Exfiltration Trench System Installation	30 days	Tue 3/19/24	Mon 4/29/24	23																
25	DPCR Vertical Construction Application	90 days	Fri 2/23/24	Thu 6/27/24	12																
26	SLC FD Application Review	7 days	Fri 2/23/24	Mon 3/4/24	12																
27	Building Department Review	30 days	Fri 6/28/24	Thu 8/8/24	25																
28	Vertical Building Permit Issued	2 days	Fri 8/9/24	Mon 8/12/24	27																
29	Commencement of Vertical Construction	0 days	Tue 8/13/24	Tue 8/13/24	28																
30	Pile Cap & Grade Beam Placement	21 days	Tue 8/13/24	Tue 9/10/24	28																
31	Foundation & 1st Floor Slab Placement	35 days	Wed 9/11/24	Tue 10/29/24	30																
32	Garage Foundation & Slab Placement	35 days	Wed 9/11/24	Tue 10/29/24	30																
33	1st Floor CMU & Column Placement	14 days	Wed 10/30/24	Mon 11/18/24	31																
34	Garage CMU Placement	10 days	Wed 10/30/24	Tue 11/12/24	32																

ID	Task Name	Duration	Start	Finish	Predecessors	2023				2024				2025				2026		
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
35	2nd Floor Deck Forming & Placement	21 days	Tue 11/19/24	Tue 12/17/24	33															
36	Garage Roof Deck Forming & Placement	14 days	Wed 11/13/24	Mon 12/2/24	34															
37	2nd Floor CMU & Column Placement	14 days	Wed 12/18/24	Mon 1/6/25	35															
38	3rd Floor Deck Forming & Placement	21 days	Tue 1/7/25	Tue 2/4/25	37															
39	3rd Floor CMU & Column Placement	14 days	Wed 2/5/25	Mon 2/24/25	38															
40	Roof Deck Forming & Placement	21 days	Tue 2/25/25	Tue 3/25/25	39															
41	Penthouse CMU Placement	14 days	Wed 3/26/25	Mon 4/14/25	40															
42	Roof Truss Installation	4 days	Tue 4/15/25	Fri 4/18/25	41															
43	Metal Roof @ Penthouses & Elevator Shaft	14 days	Mon 4/21/25	Thu 5/8/25	42															
44	Temp Roof @ Main Building & Garage	4 days	Wed 3/26/25	Mon 3/31/25	36,40															
45	Sanitary Sewer Tie-In	4 days	Tue 4/1/25	Fri 4/4/25	44															
46	Water & Fire Main Tie-Ins	4 days	Tue 4/1/25	Fri 4/4/25	44															
47	Interior Framing	24 days	Tue 4/1/25	Fri 5/2/25	44															
48	Plumbing Rough-In	45 days	Mon 5/5/25	Fri 7/4/25	47															
49	Mechanical Rough-In	35 days	Thu 6/5/25	Wed 7/23/25																
50	Electrical Rough-In	35 days	Tue 7/1/25	Mon 8/18/25																
51	Fire Sprinkler Rough-In	24 days	Thu 6/5/25	Tue 7/8/25																
52	Residential Window & Door Installation	50 days	Mon 7/7/25	Fri 9/12/25	48															
53	Elevator Car Rough-In	10 days	Mon 7/7/25	Fri 7/18/25	48															
54	Interior Staircase Installation	16 days	Mon 7/7/25	Mon 7/28/25	48															
55	Exterior Staircase Installation	16 days	Mon 7/7/25	Mon 7/28/25	48															
56	Insulation	12 days	Tue 8/19/25	Wed 9/3/25	50															
57	Sheetrock & Taping	32 days	Thu 9/4/25	Fri 10/17/25	56															
58	Interior Tile	28 days	Wed 10/1/25	Fri 11/7/25																
59	Interior Door Installation	12 days	Wed 10/1/25	Thu 10/16/25																
60	Interior Painting	28 days	Fri 10/17/25	Tue 11/25/25	59															
61	Commercial Sorefront Installation	10 days	Wed 10/1/25	Tue 10/14/25																
62	Exterior Stucco	24 days	Wed 10/15/25	Mon 11/17/25	61															
63	Exterior Painting	12 days	Tue 11/18/25	Wed 12/3/25	62															
64	Permanent Roof @ Main Building & Garage	6 days	Tue 8/19/25	Tue 8/26/25	48,49,50															
65	Garage Door Installations	4 days	Wed 10/1/25	Mon 10/6/25																
66	Electrical Service Tie-In	3 days	Tue 8/19/25	Thu 8/21/25	50															
67	Residential Kitchen Installations	24 days	Wed 11/26/25	Mon 12/29/25	58,60															
68	Plumbing Fixture Installation	24 days	Mon 12/1/25	Thu 1/1/26																



Gerald J. Caliendo, R. A. P. C.

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Tel: 7182689098

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301 SOUTH OCEAN DRIVE, FORT PIERCE, FL 34949

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Beach Mart

301 South Ocean Drive

Beachfront Cafe

301 SOUTH OCEAN DRIVE, FORT PIERCE, FL 34949

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Beach Mart

301 South Ocean Drive

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301 SOUTH OCEAN DRIVE, FORT PIERCE, FL 34949





Beachfront

301 South Ocean Drive

Beachfront cafe



A modern, multi-story building with a light blue facade and blue roofs. The building features large glass windows and balconies. The ground floor is a 'Beachfront cafe' with outdoor seating. The building is surrounded by palm trees and a parking lot.

Beachfront cafe

South O

Beachfront cafe

FPRA Regular Meeting

7. c.

Meeting Date: March 14, 2023

Re: FPRA CIP

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

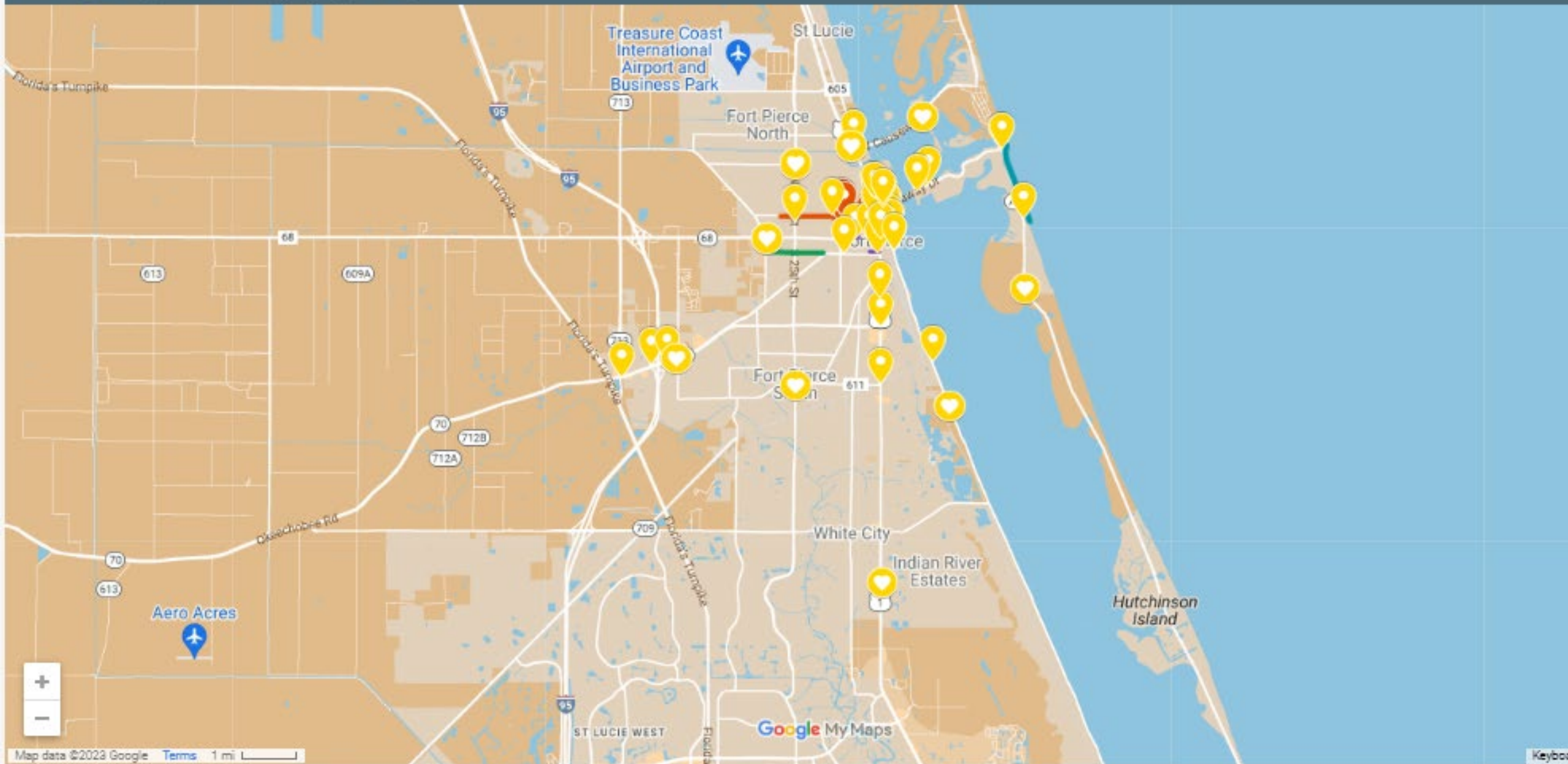
SUBJECT:

Review of FPRA Capital Improvement Plan

Attachments

FPRA CIP Presentation

Capital Improvement Plan





Seven Gables

Project Description:

Interior and exterior renovations to create revamped Visitor and Welcome Center. Improvements may include roof, HVAC, siding, windows, new sign, etc.

Estimated Project Cost: \$500,000

FPRA Contribution: \$500,000



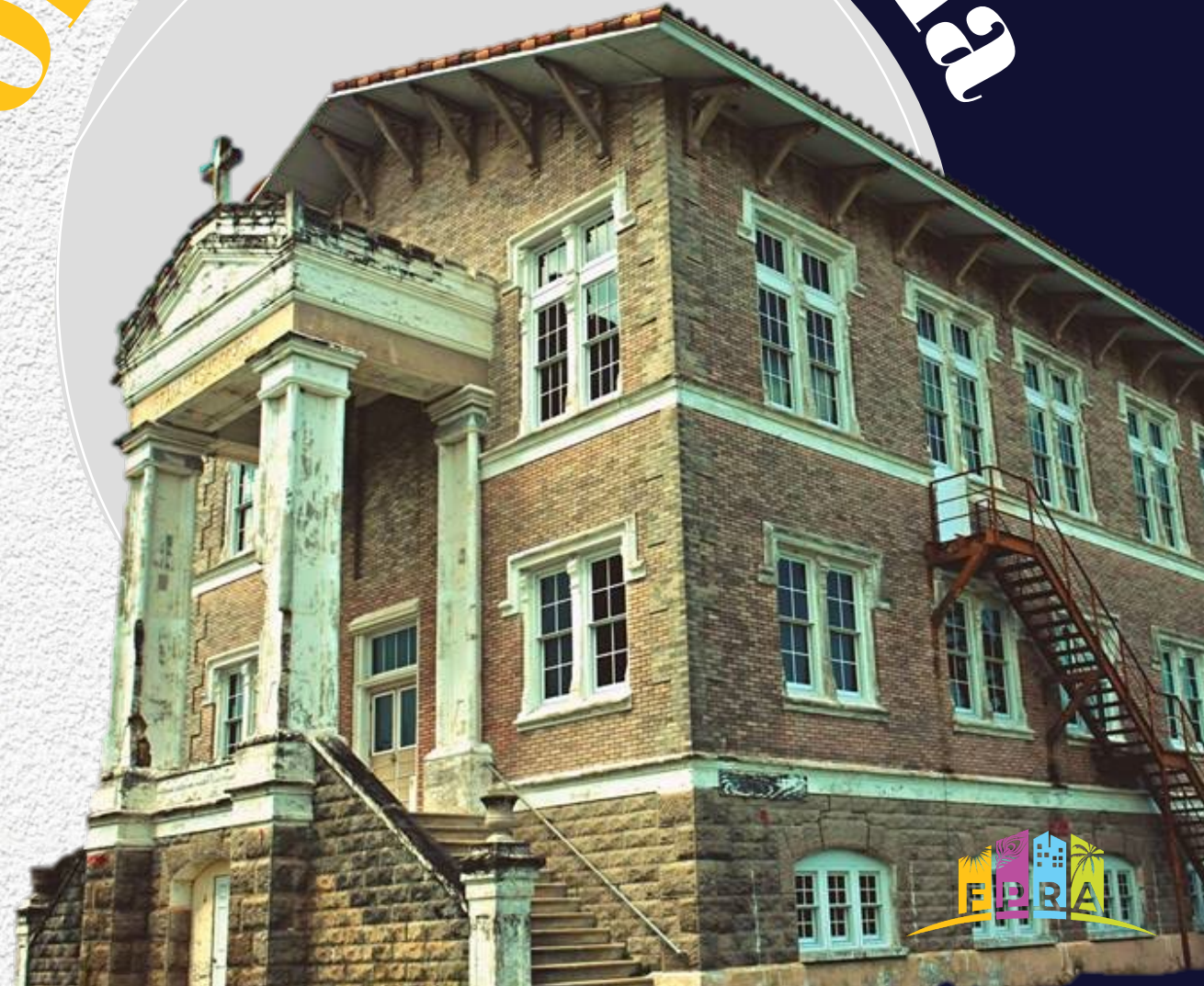
Old St. Anastasia

Project Description:

The FPRA is seeking an experienced firm (hereinafter known as “Contractor”) to provide services to restore the exterior of the Historic Old St. Anastasia Catholic School building, using a balance of core preservation priorities with required improvements that makes the building appealing. Improvements may include pillars, stairs, brick repair, broken window replacement, etc.

Estimated Project Cost: \$500,000

FPRA Contribution: \$500,000



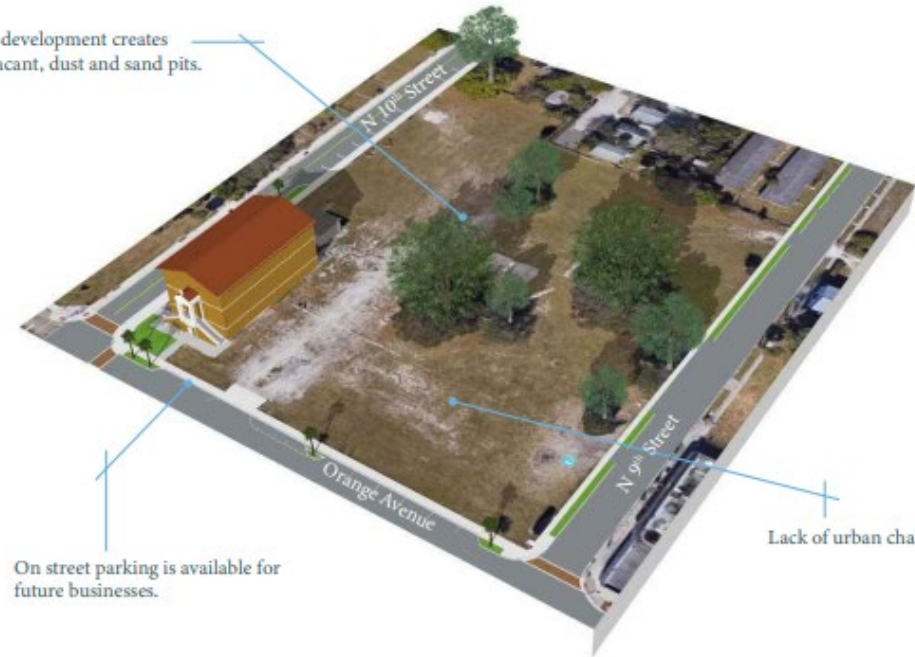


EAST ELEVATION

EXTERIOR ELEVATIONS

SCALE: 1/8" = 1'-0"

Lack of development creates large, vacant, dust and sand pits.



EXISTING

On street parking is available for future businesses.

Lack of urban character.

Long lots and extended residences added, with offset from existing structures.

Scale of existing Anastasia Hall 'respected' and unmatched, to allow emphasis on the existing architectural character.



PROPOSED

One and two story commercial oriented towards the street and immediate side street intersection, with parking behind the buildings.

Increased residential density will encourage more commercial growth on the nearby streets.

Avenue D Streetscape

Project Description:

Resurfacing 29th to US1, reconstruction US1 to IRD;
Landscaping, lighting, decorative stamped asphalt
crosswalks.

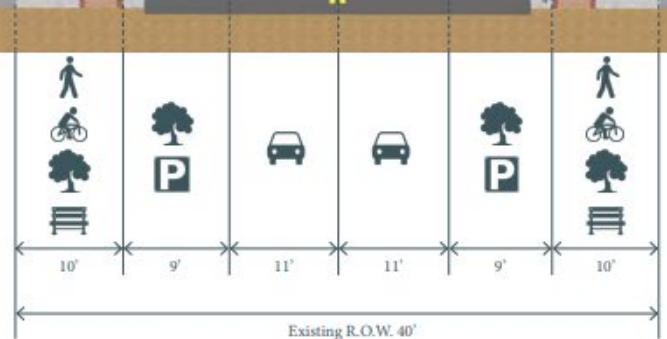
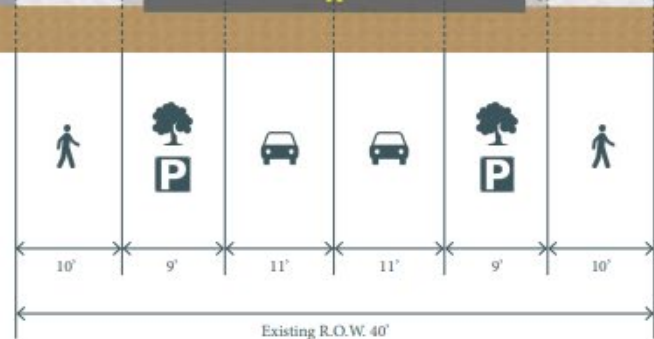
Estimated Project Cost: \$3,000,000
FPRA Contribution: \$1,500,000



CURRENT *Condition*



Proposal



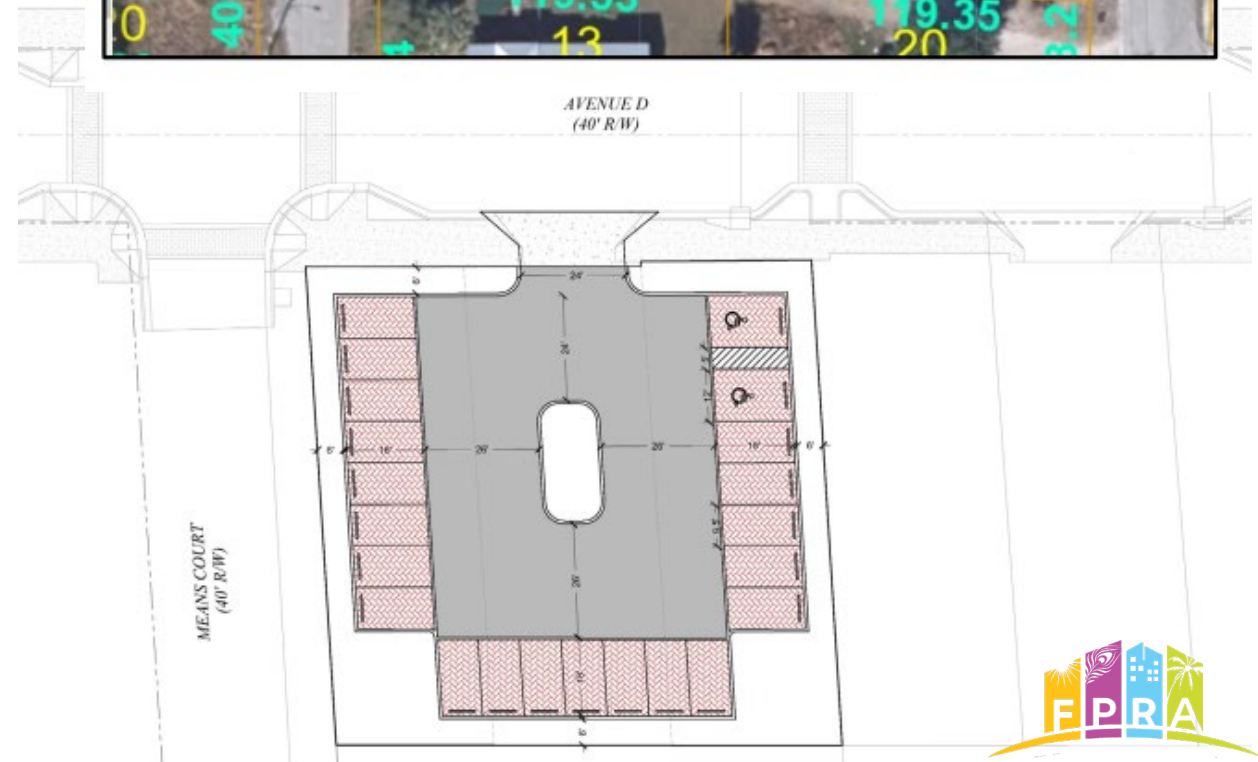
AVENUE D

1200 Avenue D Public Parking

Construction of a free public parking lot at the corner of Means Court and Avenue D.

20 regular spaces
2 handicapped spaces

Estimated Project Cost: \$200,000
FPRA Contribution: \$200,000

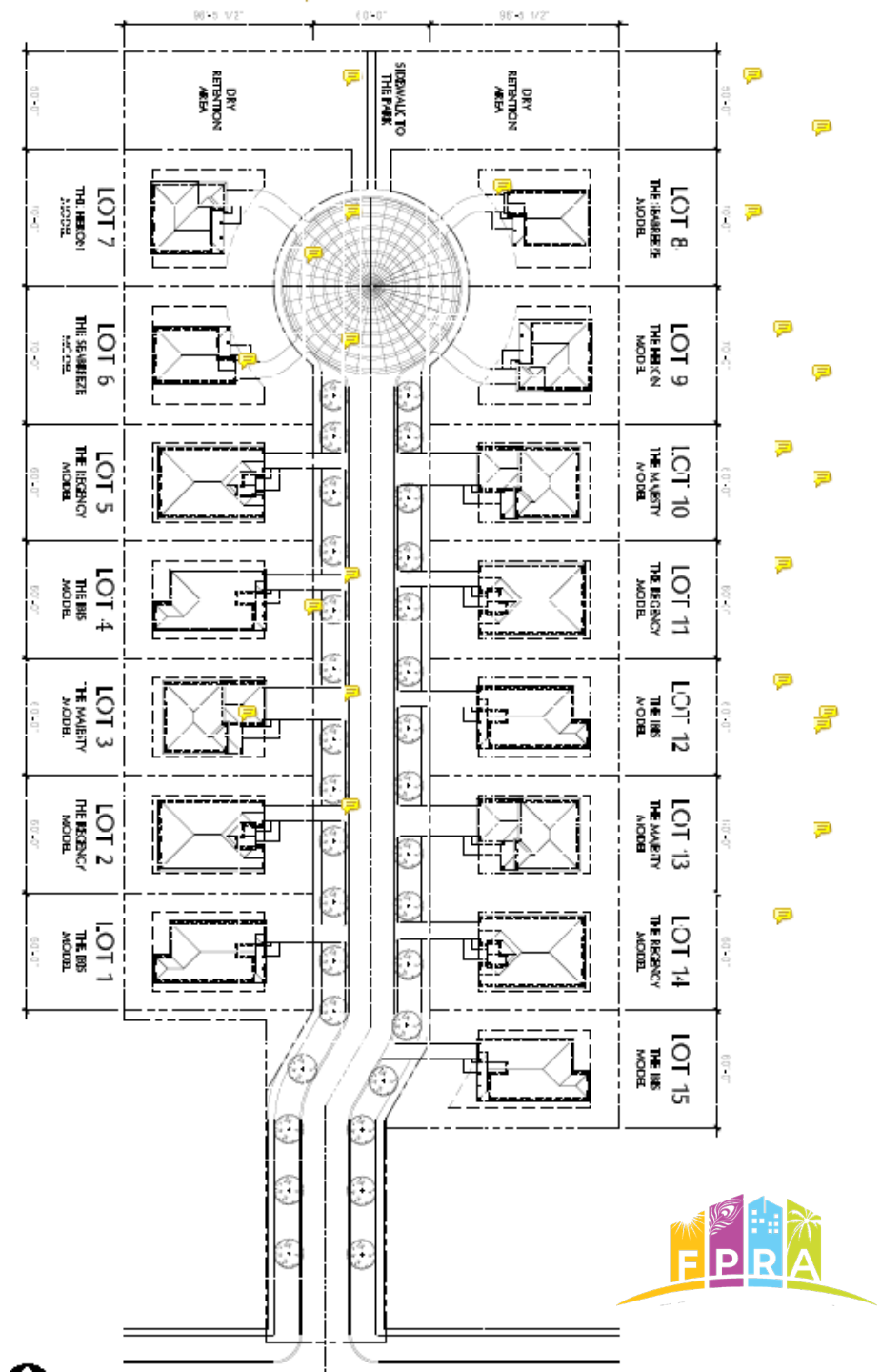


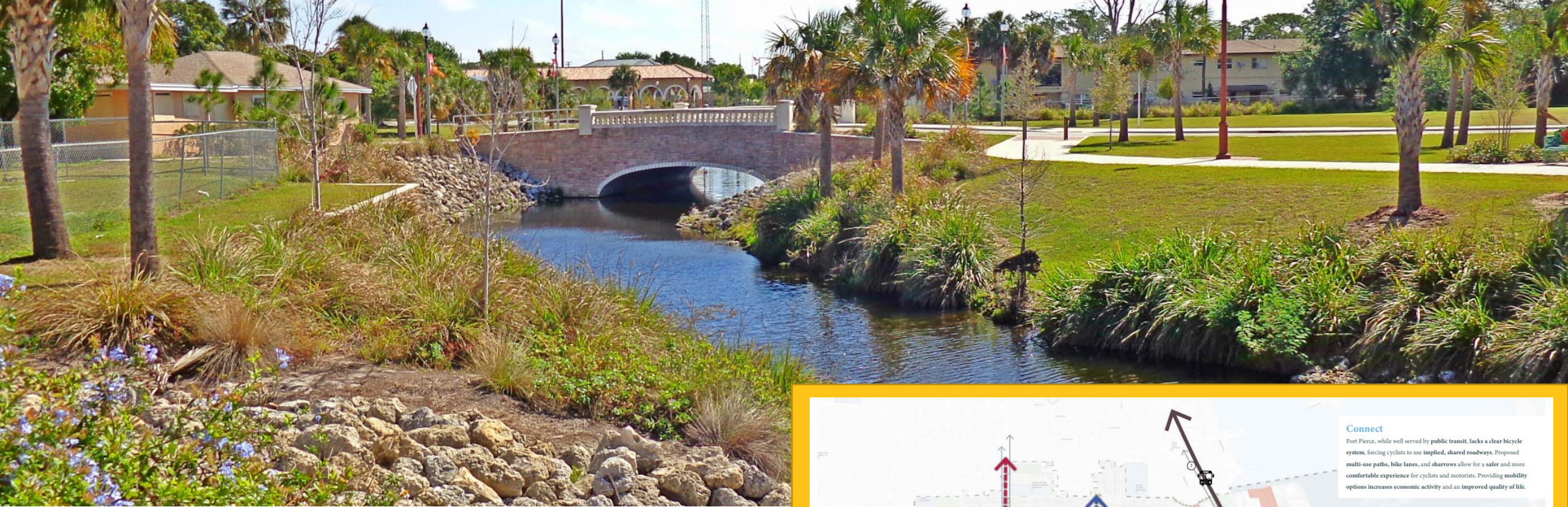
Oaks at Moore's Creek Infrastructure

The Oaks at Moore's Creek Phase II will extend Means Court to provide a paved public roadway complete with storm drainage facilities, sidewalks, curb and gutter, street lighting, water distribution system, and a sanitary sewer collection system to support the creation of a 15-lot single-family subdivision. The homes will be sold to property owners in accordance with the specifications defined under the State of Florida affordable housing requirements.

Estimated Project Cost: \$750,000

FPRA Contribution: \$250,000

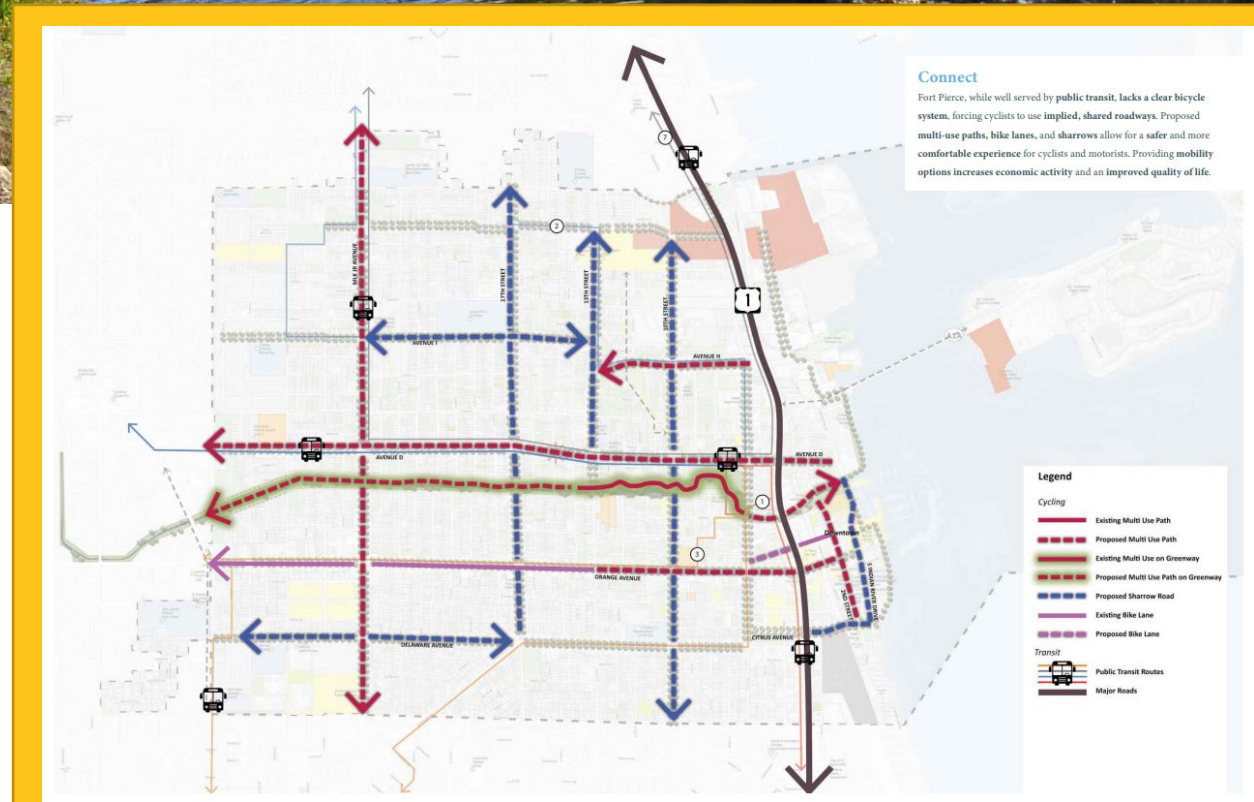




Moore's Creek Connectivity

Create connection of Moore's Creek Linear Park between 7th Street and 2nd Street along Avenue A.

Estimated Project Cost: \$250,000
FPRA Contribution: \$250,000





Highwaymen Museum



Estimated Project Cost: \$689,000

FPRA Contribution: \$250,000

Fire suppression and security improvements



Comprehensive Wayfinding Program

Design, permitting, fabrication and installation of new wayfinding signage, district brand signs and gateway signs.

- CITY GATEWAY SIGNS (9)
- WAYFINDING DIRECTIONAL SIGNS (30)
- DISTRICT BRAND SIGNS (13)
- PUBLIC PARKING (10)

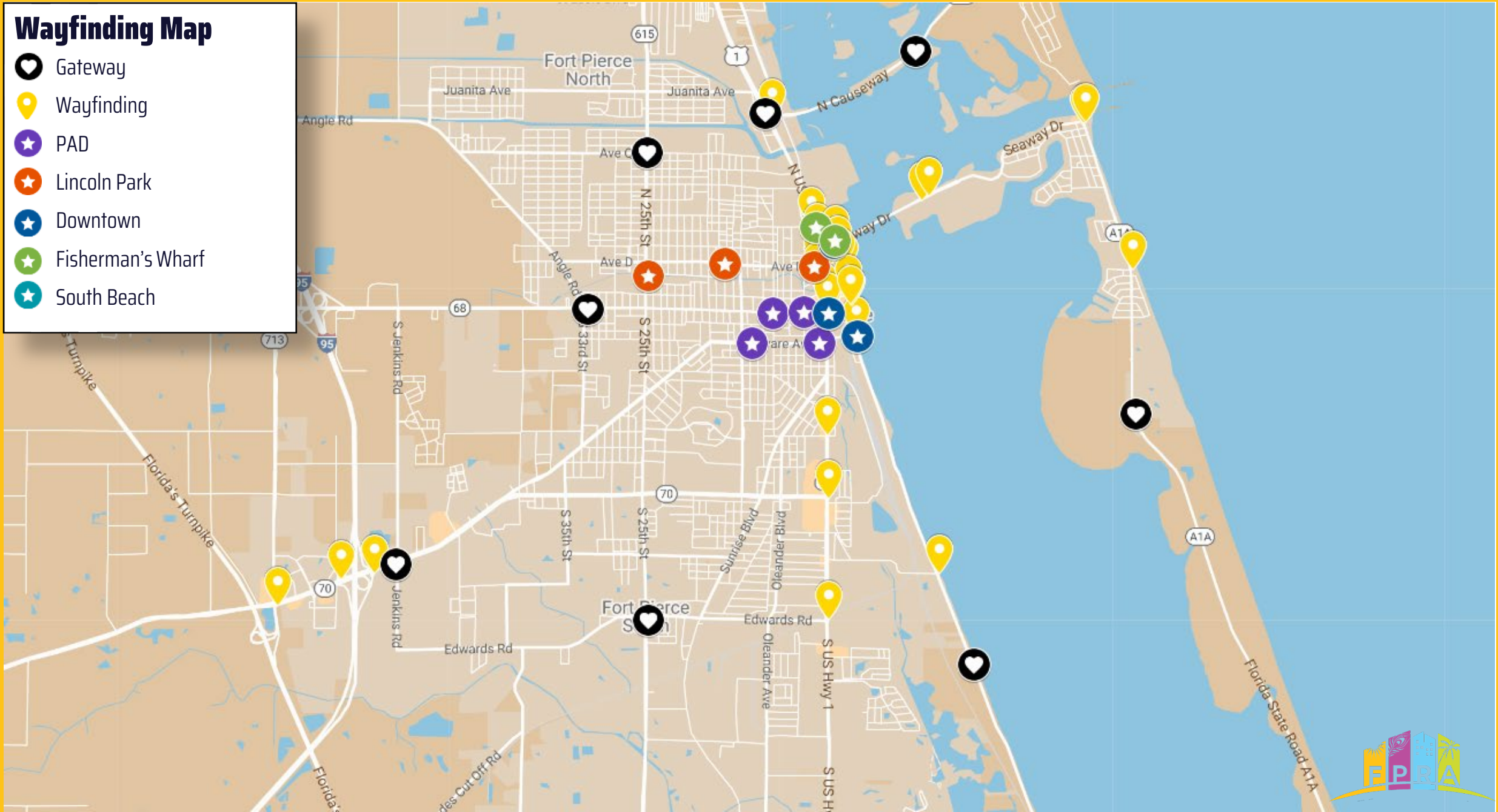
Estimated Project Cost: \$600,000

FPRA Contribution: \$600,000



Wayfinding Map

- 📍 Gateway
- 📍 Wayfinding
- ★ PAD
- ★ Lincoln Park
- ★ Downtown
- ★ Fisherman's Wharf
- ★ South Beach



3

INTERSECTION AT US 1 & AVE A

Intersection improvements will include the removal of the left-turn lanes, both northbound and southbound, at the intersection of Avenue A and US 1. This will provide a pedestrian gateway into Downtown and will serve to improve east-west connectivity across US 1.



Design, engineering, permitting and construction of improved intersection at US1 and Avenue to enhance pedestrian connectivity between districts

Estimated Project Cost: \$1,500,000
FPRA Contribution: \$1,500,000



Festival Street – 2nd St.

Estimated Project Cost: \$1,500,000
FPRA Contribution: \$1,500,000



5. FESTIVAL STREETS

The festival street transformation projects include a curbless streetscape environment with bollards and planters to delineate pedestrian spaces from vehicular spaces. Removable bollards at intersections allow for portions of the street to be closed on evenings or weekends for special events. Other streetscape improvements include street trees, landscape areas, site furniture such as benches and bike racks, decorative streetlights, hanging baskets, planter pots, and wayfinding signage. The festival street improvements provide additional event venues within Downtown and within the newly created Waterfront District and will serve to promote continued redevelopment along these corridors by improving connectivity and walkability.

Avenue A (Marina Way) is one of the main business corridors in Downtown Fort Pierce. The proposed improvements for the initial phase is a 2-block segment from the City Hall public parking garage to the roundabout at Indian River Drive. Providing visitors with a sense of arrival as soon as they walk out of the parking garage, developing a cohesive and pedestrian-friendly corridor along Avenue A, and connecting into Marina Park will increase the use of the public parking garage and also provide stronger linkage between City Hall and the Waterfront.

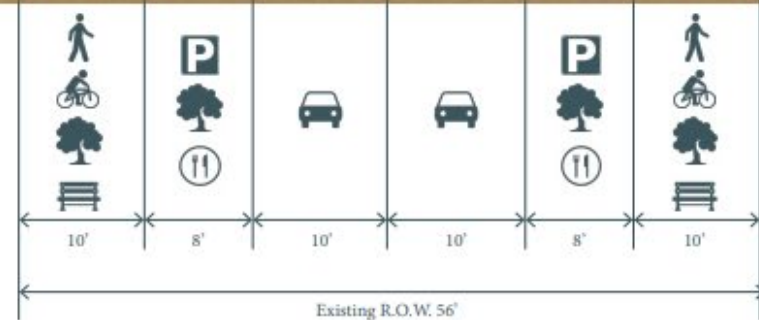
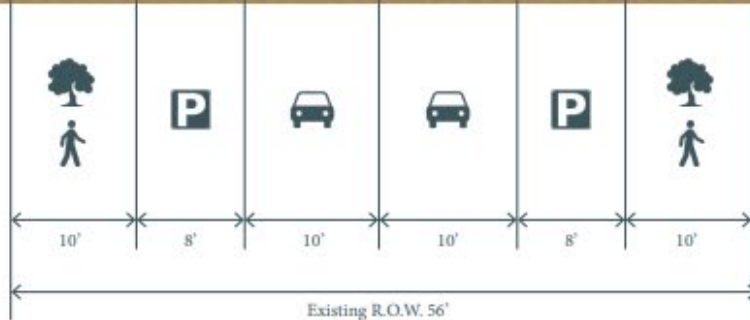
2nd Street is also a main corridor within downtown where many of the popular restaurants are located. The proposed improvements for the initial phase is a one-block segment between Avenue A (Marina Way) and Orange Avenue.



CURRENT *Condition*



Proposal





NIGHT-TIME TRANSFORMATION



1. TRANSFORM MARINA SQUARE INTO MARINA PARK

Marina Square is 6.3-acres of publicly-owned land located along the City's waterfront. It is the focal point of Downtown's two busiest streets - Avenue A (Marina Way) and Orange Avenue. It also hosts some of the City's most popular events including the Downtown Farmers Market. However, Marina Square is mainly utilized currently as surface parking and the site provides approximately 175 off-street parking spaces and additional angled, on-street parking along Melody Lane. Based on input received during the public workshops and stakeholder interviews, it is clear that surface parking is not the highest and best use of this valuable piece of prime waterfront property.

The vision for Marina Square is to transform this utilitarian space into a **vibrant waterfront park** that provides public access to the water as well as a functional and beautiful open space for the community. Design elements for the proposed park include closing off Melody Lane to vehicular traffic, transforming Avenue A into a festival street with accent pavers, providing a multi-use pathway that connects to the north and south, creating overlooks along the shoreline to capitalize on waterfront views, and providing a flexible open lawn with an adjacent terraced area which can also be used as an amphitheater for special events. The goal of the design is to create spaces that accommodate a variety of uses and are highly flexible, intended for a wide range of community events. We believe this exciting transformation of Marina Square into Marina Park should be the top priority, as it will stimulate increased private redevelopment within the Downtown.

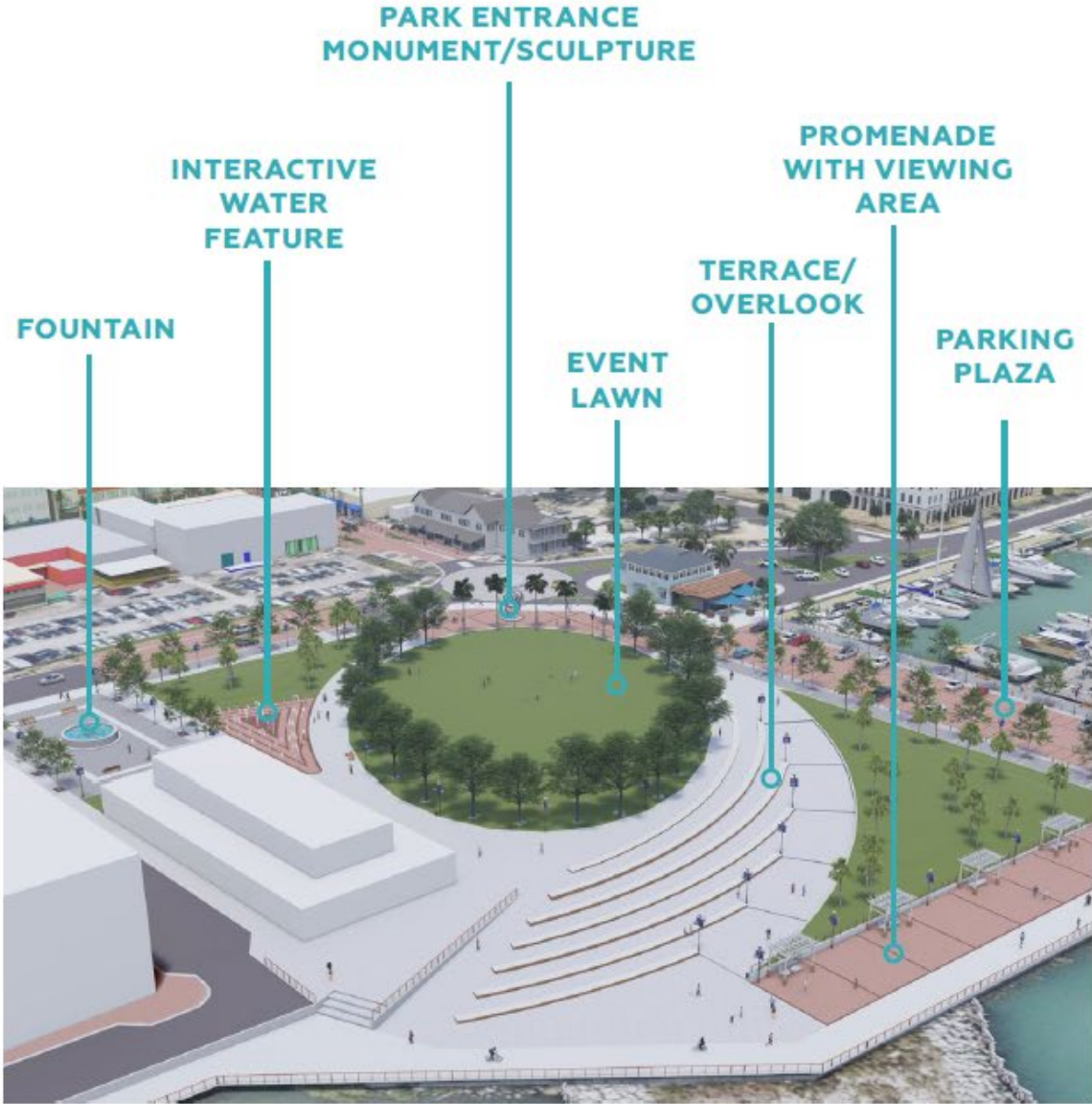


Marina Park

Estimated Project Cost: \$3,500,000
FPRA Contribution: \$3,500,000









Veteran's Memorial Park

Design, engineering,
permitting and
construction of cohesive
park on the river walk.

Estimated Project Cost: \$1M
FPRA Contribution: \$1M



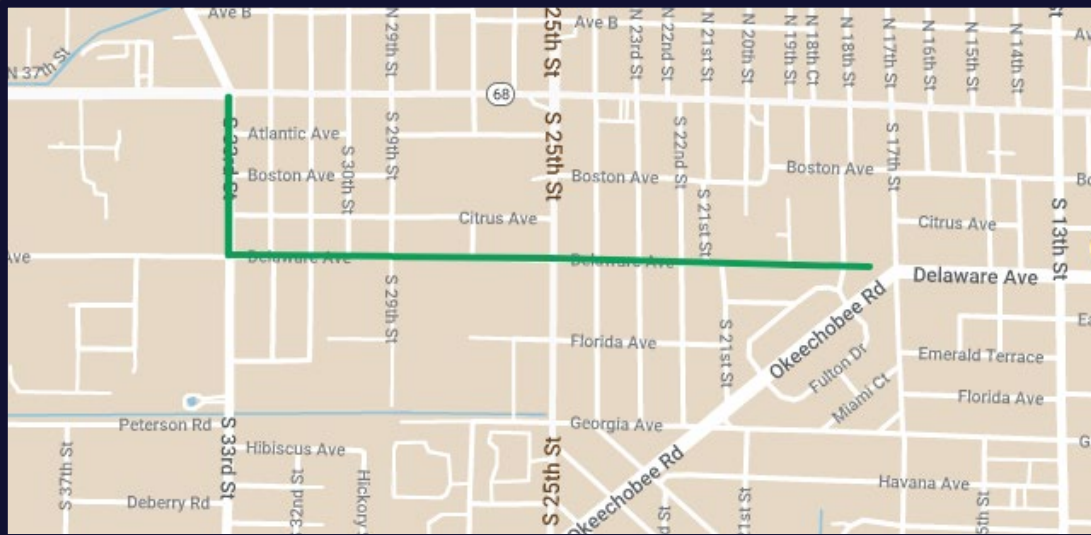
Beach Renourishment

Replace beach sand as needed to ensure structural integrity of beaches over next 10 years.

Estimated Project Cost: \$2M
FPRA Contribution: \$2M



33rd St. + Delaware Ave. Streetscape Project



Delaware Avenue:

17th Street to 33rd Street
Approximately 1 mile

33rd Street:

Orange Avenue to Delaware Avenue
Approximately 0.25 miles

Estimated Project Cost: \$1,750,000

FPRA Contribution: \$875,000



Citrus Avenue

Project Description:

Resurfacing and restriping of Citrus Avenue west of US1 to 7th Street improve safety and appearance, refresh landscaping and signage.

Estimated Project Cost: \$400,000
FPRA Contribution: \$400,000



FPRA Regular Meeting

8.

Meeting Date: March 14, 2023

Re: FPRA Programs & Activities Summary

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

STAFF COMMENTS

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

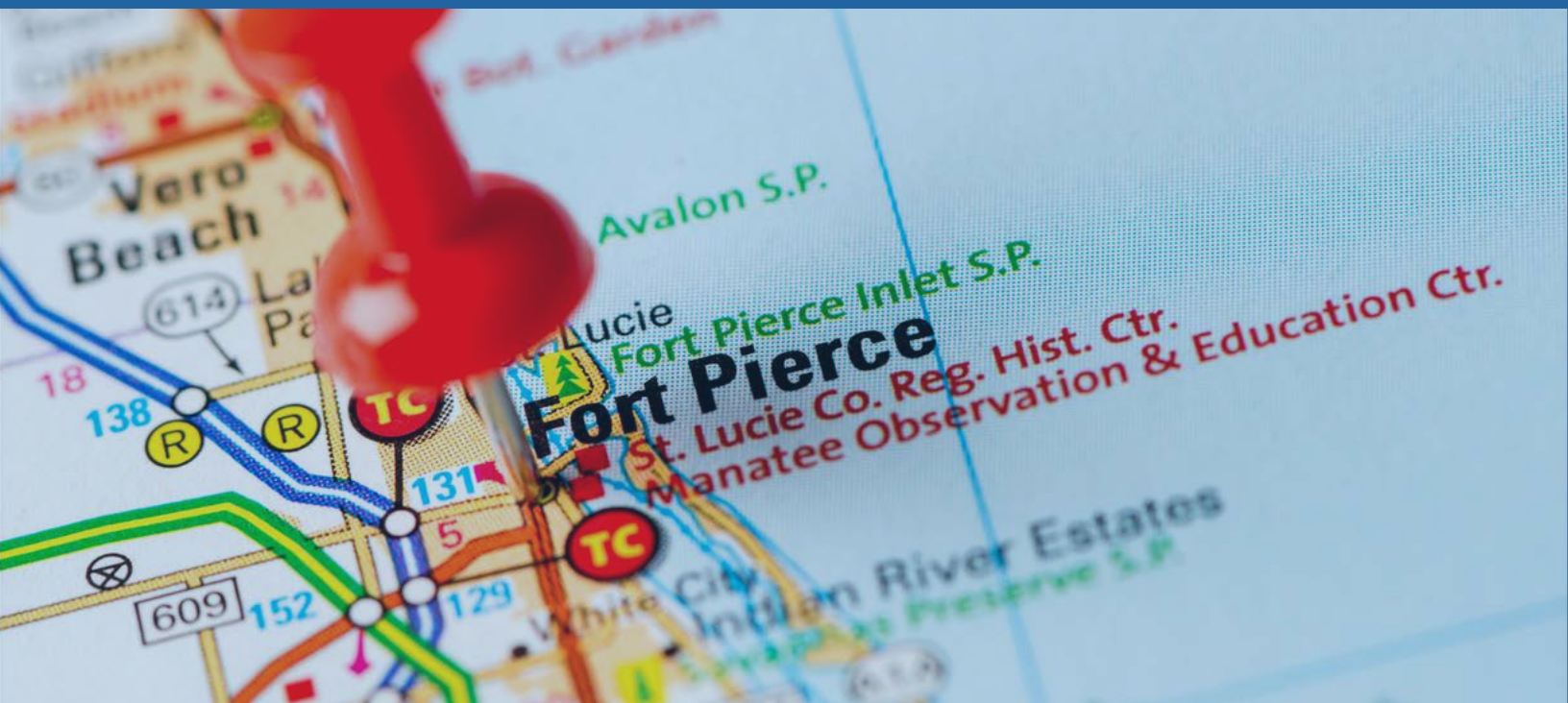
COORDINATED WITH:

Attachments

FPRA Programs & Activities Summary



FPPRA PROGRAMS & ACTIVITIES SUMMARY



Small Business Development Poll Winners

Kimberly Clarizio, Owner
Sun Palm Rentals

Darby Browning, Owner
5 Gals Decals

Jon Nolli, Owner
Pierced Ciderworks

Oscar Calzadilla, Owner
Unico Air Conditioning

Hoyt Murphy, Agent
Coldwell Banker Commercial
Paradise

Lauren Scott, Owner
Scotts Heating & Air, LLC

Elba Flores, Owner
The Flower Shop

Janet Bird Fuller, Owner
2nd Street Art

Ann Spaeth, Owner
Freedom Boat Club of Ft. Pierce

Dave Cummings, Owner
Sun Palm Rentals

Andrew & Rolanda Byrd, Owner
Big Byrd's Backyard BBQ, LLC

Small Business Development Poll

In December of 2022, the Fort Pierce Redevelopment Agency (FPRA) conducted a poll to garner feedback from the small business community to identify opportunities in which to improve the local economy and to implement initiatives designed to support small businesses. Close to 100 small businesses participated and a set of recommendations have been created as a response to the poll. The results and recommendations will be presented at the February 14, 2023, FPRA Regular Meeting for the FPRA Board's consideration. FPRA staff will seek direction from the Board on the next steps.

Small Business Development Poll Winners



Pamela Turner, Owner
EMS Safety & Health Care
Training Center



Colby Vanscoy, Owner
Best Value Jewelry & Pawn



Robert & Tessa Adams, Owners
Phatz Chick-N-Shack



Chris Judy Thomas, Owner
Gen 3 Skincare



Peacock Arts District (PAD) Mural Program

Applications for property owner participation closed February 18th, and five properties were selected through an evaluation process to have murals installed on them. Currently the call for artists announcement was released Tuesday, February 28th and applications are open and available on the city's website. Applications will close March 22nd and then staff will move forward with the design selection process. Staff is on schedule with the mural program plan.

St. Anastasia Restoration & ADA Accessibility

The FPRA seeks to acquire a contractor that can complete the exterior restoration of Old St. Anastasia, which is the first step towards redeveloping the property entirely. A Request for Proposals (RFP) is currently being drafted by staff. It requires the participation of the FPRA, Risk Management, and the Purchasing Division. Once the RFP is completed, it will be released through the Purchasing Division, who will manage the bidding process. Staff intends to secure a contractor during the summer.



“ Celebrating the existing to reveal the new is at the foundation of growth in Fort Pierce. Here, at the corner of 10th and Orange, stands a testament to the architectural history and story of the community. **This aesthetic history must be preserved and respected.** ”



OAKS AT MOORE'S CREEK

The notice to proceed with the infrastructure construction for Oaks at Moore's Creek Phase II affordable workforce housing residential development project was issued to PRP Construction Group, LLC on February 3, 2023. The project is expected to experience some delays based on the availability of materials need to complete the project. It is estimated that cast iron components are taking anywhere from 7-10 months for delivery, brass fittings are approximately 4-1/2 months out, and 2-1/2 months for concrete structures. The construction of the extension of Mean's Court will begin April 17, 2023, and is due to be completed August 15, 2023. The team continues to work collectively to maintain the progressive momentum of this project while minimizing the impact of the supply chain issues.

HIGHWAYMEN MUSEUM

The Florida Department of State approved the contract with Journey C&D Group, Inc. to provide contractor services to oversee the City of Fort Pierce Highwaymen Museum project. The agreement will be presented at the April 3rd City Commission Agenda and the April 11th FPRA Agenda for review and approval. This action paves the way for the work on the improvements to begin.





THE ROOT

Staff met with a representative of the Lincoln Park Young Professionals (LPYP) on February 16, 2023 to discuss the status of The Root. As a result of the meeting, LPYP was instructed to submit a practical timeline, inclusive of specific milestones to be achieved within the next 90 days. The project has experienced multiple delays since the agreement to lease and improve 1134 and 1138 Avenue D was executed in October 2020. Below is a proposed schedule submitted by LPYP. Based on this schedule, the construction has commenced and is scheduled for completion by the end of April 2023.

The ROOT 60 Day Forecast

TASK	PROGRESS	START	END
Site Work Completed, underground electrical installed	50%	2/26/23	3/4/23
Site Concrete	0%	3/6/23	3/11/23
Containers installed onsite, interior build out, and electrical and plumbing work	0%	3/13/23	3/25/23
Windows & door installation, drywall finishing, interior painting, and electrical work	0%	3/27/23	4/1/23
Deck, paver, and equipment installation, interior trim and finishes, landscaping and final prep.	0%	4/1/23	4/29/23

Surplus Property for Sale

The properties listed below are currently being offered for sale with a Request for Proposals.

- 424 Douglas Court
- 426 Douglas Court
- 612 N 25th St

The proposals will be ranked and presented at the April 2023 CRA Advisory Committee meeting for their review and recommendations to the FPRA Board.



Commercial Façade Grants

The Commercial Façade Reimbursable Grants were awarded on April 12, 2022, to the following properties: 809 Delaware Avenue, 825 N. Indian River Drive, 1105 Seaway Drive, and 906 Delaware Avenue.

1105 Seaway Drive and 906 Delaware Avenue have been completed and submitted the required documentation for reimbursement. Both projects transformed their facades and significantly improved the aesthetic appeal of the redevelopment area.

The project located at 825 N. Indian River Drive, Captain's Galley Restaurant, will start construction on their project in the upcoming months.



1105 Seaway Drive Before



809 Delaware Avenue Before



809 Delaware Avenue After



1105 Seaway Drive After

Paint Program

The FPRA Paint program was expanded to include the entire FPRA District. We have received 30 applications and we are starting to receive the first requests for reimbursement. 117 S 5th Street is one of the first completed paint projects of the FPRA.



117 South 5th Street Before



117 South 5th Street After

Orange Avenue Post Office



The Post Office beautification plan was presented to the FPRA Board on January 10, 2023. Staff has been in communication with the Postmaster, and he is currently awaiting on a response from District Personnel on the possibility of establishing a Memorandum of Understanding (MOU) for funding the improvements and the maintenance of the facility.

FISHERMAN'S WHARF

Pierce 1 Marina submitted a Development and Design Review package on December 29, 2022. The project went before the Technical Review Committee on January 19, 2023. Each department had a number of comments that will need to be addressed by the developer before the project will move forward to the Planning Board for review. The City is still working through the title objections with the state and is seeking approval of a third amendment to extend the deadline to cure these objections. The City Commission approved the third amendment on March 6, 2023.



KING'S LANDING

On November 21, 2022 the First Amendment to the Amended and Restated Agreement for the Development King's Landing was executed. The amendment extended certain deadlines related to the development timeline and revised the tax increment revenue share incentives for the hotel parcel. Audubon began the subsurface debris removal process with a contribution from the Fort Pierce Redevelopment Agency. Audubon also met the first milestone for applying for building permits for phase I infrastructure by the August 22, 2022 deadline. As of February 6, 2023, the DPCR is still pending revisions for Engineering, Flood, FPUA and Solid Waste.



Audubon must meet the following deadlines for Phase I as outlined in the agreement:

- Closing date: April 7, 2022 (date deed recorded in OR Book 4804, Page 2930) - COMPLETE
- Deadline to submit application for building permit: August 22, 2022 – COMPLETE
- Commence construction of Phase 1: September 20, 2023
- Complete construction of Phase 1: February 5, 2026



DOWNTOWN MASTER PLAN

The Downtown Master Plan was accepted by the FPRA Board on November 8, 2022 and has since been distributed on the city website, social media and to Downtown Business Alliance. Some of the projects identified in the plan will be used to generate the FPRA Capital Improvement Plan which is expected to be presented at an upcoming FPRA Board meeting. The Downtown Master Plan was presented to the Tourist Development Council on February 8, 2023 and will be presented to the Fort Pierce Yacht Club on March 7, 2023 and the Parking Committee on March 8, 2023.

FREEBEE

The highly anticipated service is now in service. Users can access a Freebee ride in three simple steps:

- Download the Ride Freebee mobile app on the App Store or Google Play. Users in need of accessibility accommodations or who do not have a smartphone can call (855) 918-3733 to request a ride.
- Request a pickup at your location and select a destination from an array of interesting places to explore on the Freebee app or enter the address of their desired location.
- Enjoy the FREE ride!

Freebee's on-demand service will be available in Ft. Pierce Thursday through Sunday beginning at 10 am each day until 8 pm on Thursdays and Sundays, and 10 pm on Fridays and Saturdays.



WAYFINDING

A comprehensive wayfinding program is considered key to a broad strategy that will accentuate the aesthetic qualities of Fort Pierce to attract visitors, support business owners, develop a sense of community pride, and increase connectivity within the city. The goal of a well-crafted wayfinding and signage program is to orient users and visitors to important landmark experiences, parking, business, recreational opportunities, and other public points of interest such as beaches, parks, museums, historical landmarks, etc. It fosters a brand and thereby communicates a sense of being within a special area. Wayfinding signage systems may be made up of a series of standards, each addressing specific audiences: pedestrians, motorized visitors, and those passing-through. These systems may be designed in a manner where minor customization for localized branding appeals to certain areas like the districts within the Redevelopment Area, such as Downtown, South Beach, Fisherman’s Wharf, Lincoln Park, Peacock Arts District, or other districts, while still conforming to a consistent city-wide standard. Presently, there is a variety of competing signage styles throughout the city. The variety of styles reduces the potential for a unified identity in the area. The overall visual quality of the city may be significantly improved by the adoption of a cohesive wayfinding program. A well-planned graphic identity will contribute to creating a cohesive sense of place and improving the use of the various destinations and businesses within the area by both daily users and visitors.

The City of Fort Pierce and Fort Pierce Redevelopment Agency issued a Request for Proposals for the design, permitting, production, and installation of wayfinding, gateway and district brand signs throughout the city on December 28, 2022. 10 proposals were received by the due date of February 21, 2023. Proposals will be evaluated by staff and subsequently the CRA Advisory Committee before making a recommendation to the FPRA Board for award.

INFILL LIEN REDUCTION PROGRAM

Established by City Resolution 22-R16 in March 2022, the Infill Lien Reduction Program promotes reinvestment and revitalization of vacant infill property by providing the property owner reasonable relief from liens levied prior to their ownership in exchange for the development of that vacant parcel. To be eligible for the program, the property must be an infill vacant lot within the city limits of Fort Pierce with no active code enforcement or nuisance abatement cases against it. The applicant must also affirm that they were not an owner or affiliated in any way with the property at the time the liens were originally recorded. Via development agreement, the City will waive all soft costs associated with the liens and provide a 50% refund of the hard costs paid. The first two properties to receive approval for the Infill Lien Reduction Program are located within the FPRA Boundaries at 803 Avenue B and 201 N 8th St. Single family homes are being constructed on both parcels and will now be clear of liens.



SOUTH HUTCHINSON ISLAND MIXED-USE DEVELOPMENT OPPORTUNITY

The Fort Pierce Redevelopment Agency issued a Request for Proposals for the redevelopment of approximately 0.65 acres comprising of two parcels on South Hutchinson Island – 301 S Ocean Drive and 306 Hernando Street. This property is located on South Hutchinson Island with beach access across the street and two blocks from the iconic Jetty Park along with restaurants and other entertainment venues. The parcels are currently being used for temporary surface parking and are prime for redevelopment. The FPRA solicited qualifications and proposals from qualified individuals, developers, or firms to create a redevelopment project that capitalizes on the site's prominent location and provides a mix of complementary uses including a public parking component to serve the South Beach district. Two proposals were received by the deadline of January 11, 2023 and have been evaluated by staff. The CRA Advisory Committee reviewed staff's evaluation at their March 1, 2023 meeting and which will be presented to the FPRA Board on March 14, 2023.



SUNRISE THEATRE

The Sunrise Theatre will celebrate its 100 year Anniversary on August 1, 2023. The kickoff to the anniversary started on January 6, at the Treasure Coast History Festival which featured historical exhibitions and a presentation with descendants of the Koblegard family. Plans are underway to celebrate this momentous occasion to be held on July 29!

The Sunrise calendar has been full with self-presentations and rentals over the past several months. Attendance has been above-average with several shows reaching capacity. For those who may have never been inside the Sunrise or are visiting the area we also began hosting an "open house" every Wednesday and Saturday, inviting the public to come and view the inside and see what the Sunrise is all about. Often-times we have visitors that want to see inside the theatre when we are closed and now they can, guided by a knowledgeable volunteer! Tours are Wednesday and Saturday from 10am - 2pm.

In addition to hosting performances, staff has been busy with maintaining and improving the facility. We recently replaced all of the stage drapes on both the mainstage and the Black Box, and repaired the lighting system. Plans are underway to upgrade the Fire Alarm Security System, update HVAC programming software, and install a failed 200 gallon water heater.

OFF DUTY DETAIL

Off-Duty Officers of the Fort Pierce Police Department continued to patrol the downtown area, via foot patrols, Segway, and bicycles throughout the months of December 2022 and January 2023. Officers continued to check with our local businesses within the downtown area and are becoming known to the owners and staff on a first name basis. Officers have continued to report positive feedback from the visiting public during their patrols. Officers responded to several calls for service to include misdemeanor traffic issues, parking concerns, and minor disturbances. Several field interviews and trespass warnings were documented during this time frame.



MENTORING

THE

YOUTH



SRO JORGE GOZ C.A. MOORE

Officer Goz continues to be a major role model at mentor for the student body of C.A. Moore Elementary. Officer Goz and SRO Supervisor John Fasanello were personally invited to a meeting with NASRO (National Association of School Resource Officers) held at IRSC (Indian River State College). IRSC and NASRO partnered up to bring NASRO training to IRSC's Public Safety Training Complex.

Following a recent tragic event at a St Lucie County Park, Officer Goz reached out to Fort Pierce Police Victim Advocate Angela Brathwaite to provide support for students in need.

Officer Goz arranged for West Wood High School ROTC cadets to travel to C.A Moore to train the School Safety Patrol on proper American Flag etiquette. He also facilitated fire safety training by St Lucie County Fire Rescue for students in grade K-2.

Officer Goz continues to manage "Food Pantry Service" which provides meals for approximately 50 students during off-school days.

SRO MARY STEPHENS DAN MCCARTY MIDDLE SCHOOL

Officer Stephens continues to be a positive role model for the student body through her Leadership Mentoring Program. The Leadership group successfully completed their second fundraiser during the holiday season. The Leadership group also assisted with the decorating of Dan McCarty Middle School's Martin Luther King Parade float.

Officer Stephens was selected by a student to oversee and monitor their Student Behavioral Plan. She has also been mentoring outside of the leadership with five other students who are at risk. Officer Stephens has conducted two threat assessments, found to be transient in nature, and issued three civil citations while investigating offenses on the school grounds.

Dan McCarty Staff, Officer Stephens, and students participated in a Christmas Cover Song video to spread the Holiday Cheer. (See link below)

https://youtube.com/watch?v=sBwOBKQMt_s&si=EnSlkaIECMiOmarE

Training attended by SRO's during this quarter

- Webinar training "Mass Attacks in Public Spaces" offered by the United States Secret Service.
- Monthly Code Red Drills