FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, June 13, 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 April 11, 2023, FPRA Regular Meeting.

   b. Approval of Minutes from May 9, 2023, FPRA Regular 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 letter of support for Lincoln Park Mainstreet in its pursuit of funding to complete improvements to the 1,982 square feet of space in the Means Court Center currently occupied by the organization.

b. Approval of $122,674.43 to go towards the purchase of surveillance cameras within the boundaries of the FPRA.

c. Approval Executing a PAD Mural Program Artist Services Agreement with Zoey Bridges, 500 Orange Ave for $2,072

d. Approval Executing a PAD Mural Program Artist Services Agreement with Zoey Bridges, 710 Orange Ave for $10,800

e. Approval Executing a PAD Mural Program Artist Services Agreement with Nicole Holderbaum, 605 Orange Ave. for $6,000

f. Approval Executing a PAD Mural Program Artist Services Agreement with Lorna Samara Ash, 616 Atlantic Ave. for $21,128

g. Approval Executing a PAD Mural Program Property Owner Agreement with Gus Gutierrez, 605 Ministries LLC

h. Approval Executing a PAD Mural Program Property Owner Agreement with Stanley Synkoski, 4616 Investment LLC

i. Approval Executing a PAD Mural Program Property Owner Agreement with Gus Gutierrez, Botanical Sanctuary

j. Approval Executing a PAD Mural Program Property Owner Agreement with Gus Gutierrez, Dance Ministries LLC

7. **NEW BUSINESS**

a. Surplus property redevelopment update for 1409 Avenue J and 2002 Avenue M

b. Fisherman's Wharf Update

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: June 13, 2023

Re: Approval of Minutes from April 11, 2023, FPRA Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from April 11, 2023, FPRA Regular Meeting.

Attachments

Approval of Minutes from April 11, 2023, FPRA Regular Meeting

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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, APRIL 11, 2023.

1. CALL TO ORDER

Chairperson Linda Hudson called the April 11, 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 Attorney Tanya Earley
Acting City Manager Devoshay Johnson

4. APPROVAL OF MINUTES

a. Approval of Minutes from March 14, 2023 FPRA Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the March 14th, 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.

Rick Reed

6. CONSENT AGENDA

a. Approval of the FPRA Final Budget Amendment for FY2021-22.

b. Approval of the Interlocal Agreement with St. Lucie County for the Development of the Avenue D Model Block

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines 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 award RFP No. 2023-016 for Sale of Surplus Property at 424 Douglas Court and 426 Douglas Court, identified by Parcel ID: 2409-501-0199-000-0 and 2409-501-0200-000-1, to the highest ranked responder, Eastern Capital Investments, LLC.

FPRA Acting Director Shyanne Harnage and Redevelopment Specialist Miriam Garcia presented the approval to award RFP No. 2023-017 for Sale of Surplus Property at 612 N 25th Street.

The Board discussed potentially adjusting the reverter in place and specifying the deed restrictions to ensure proper land development.

FPRA Acting Director Shyanne Harnage and Redevelopment Specialist Miriam Garcia addressed the questions posed by the Board.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to award property to highest ranked responder and authorize staff to negotiate an agreement for sale of property.

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

Passed

b. Approval to award RFP No. 2023-017 for Sale of Surplus Property at 612 N 25th Street, identified by Parcel ID: 2404-710-0067-000-3, to the highest ranked responder, Larry Lee Jr. & Family, LLC

Redevelopment Specialist Miriam Garcia presented approval to award RFP No. 2023-017 for Sale of Surplus Property at 612 N 25th Street and addressed questions posed by the Board.

The Board discussed concerns with accessibility to the property in a high traffic area. The Board also expressed the need for clarification regarding operation of the park, and parking availability.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to award and negotiate property to highest ranked bidder.

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

Passed

c. FPRA Resolution 23-03 appointing an at-large member to the CRA Advisory Board to fill the remaining term of Ms. Sabrina Taylor.

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

FPRA RESOLUTION NO. 23-03
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA; CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Michael Broderick – Holly Theuns
Commissioner Arnold Gaines – Chad Ingram
Commissioner Curtis Johnson – Chad Ingram
Commissioner Jeremiah Johnson – Chad Ingram
Chairperson Hudson – Amanda Geller

City Clerk Linda Cox counted votes and notified the Board that Chad Ingram will be the new member of the CRA Advisory Board.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to accept the nomination of Chad Ingram via Resolution 23-03.

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

Passed

8. STAFF COMMENTS

a. FPRA Annual Report FY2022

No comments.

9. BOARD COMMENTS

Commissioner Michael Broderick commented on the need for specification of protocols as it pertains to surplus properties.

Chairperson Linda Hudson thanked staff on an excellent annual report.

10. ADJOURNMENT

Chairperson Hudson adjourned the meeting at 6:36 p.m.

ATTEST:

_____ _____

CITY CLERK CHAIRPERSON

FPRA Regular Meeting **4. b.**

Meeting Date: June 13, 2023

Re: Approval of Minutes from May 9, 2023, FPRA Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from May 9, 2023, FPRA Regular Meeting.

Attachments

Approval of Minutes from May 9, 2023, FPRA Regular Meeting

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, MAY 9, 2023.

1. CALL TO ORDER

Chairperson Linda Hudson called the May 09, 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

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.

Darryl Bey
Gus Gutierrez

6. CONSENT AGENDA

a. Approval of Contract with Journey C&D Group, Inc. to provide contractor services for the Florida Highwaymen Museum & African-American Culture Project

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines 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. Incubate Neighborhood Center Project Update

Canieria Gardner, Chief Executive Officer for Incubate Neighborhood Center, provided an update for the Incubate Neighborhood Center Project and addressed questions posed by the Board.

b. The Root Update

Chasity Carrey from Lincoln Park Young Professionals along with Erin O'Brien from Remnant Construction, provided a construction update and answered questions raised by the Board regarding The Root Project.

c. JCPenney Parking Lot Improvements

City Engineer Jack Andrews presented JCPenney Parking Lot Improvements and responded to questions expressed by the Board.

The Board discussed the details of the parking options presented and expressed the need for the parking lot to be improved.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to move forward with option one, angled parking.

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

Passed

d. Award RFP 2023-010 for Comprehensive Wayfinding Program and authorize staff to enter negotiations with the highest ranked respondent, Don Bell Signs, Inc.

Shyanne Harnage, Economic Development Manager, presented the Comprehensive Wayfinding Program and addressed questions from the Board regarding the highest ranked respondent.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to enter negotiations with the highest ranked respondent, Don Bell Signs, Inc.

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

Passed

8. STAFF COMMENTS

a. Email from James Goertler expressing his appreciation with Redevelopment Specialist, Miriam Garcia, for her help with the Paint Program.

b. FPRA Programs & Activities Summary

Nick Mimms, City Manager, gave an update regarding the beautification project of the Orange Avenue Post Office. Mr. Mimms indicated that staff would cease all efforts in this project due to Postal Service's Policy, which prohibits monetary donations.

9. BOARD COMMENTS

City Commissioner Jeremiah Johnson expressed gratitude to the Board for the collaboration regarding the JCPenny Parking Lot.

10. ADJOURNMENT

Chairperson Hudson adjourned the meeting at 6:36 p.m.

ATTEST:

_____	_____
CITY CLERK	CHAIRPERSON

FPRA Regular Meeting **6. a.**

Meeting Date: June 13, 2023

Re: Letter of Support for Lincoln Park Mainstreet

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

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SUBJECT:

Approval of letter of support for Lincoln Park Mainstreet in its pursuit of funding to complete improvements to the 1,982 square feet of space in the Means Court Center currently occupied by the organization.

SUMMARY:

Lincoln Park Mainstreet is requesting a letter of support from the FPRA in its quest to secure funding to assist in completing improvements to the 1,982 square feet of space in the Means Court Center currently occupied by the organization. The renovations include the following:

A. Paint the front office and conference room to include the front entry door into the office space to a neutral color approved by the City.
B. Replace floorboards in the front office and conference room.
C. Paint all the remaining walls in the office space.
D. Remove carpet and replace it with vinyl plank waterproof flooring in Classroom # 101 which is used for Lincoln Park Black Archives.
E. Paint walls in Classroom #101 which is used for Lincoln Park Black Archives.
F. Paint the door in Classroom #101 which is used for Lincoln Park Black Archives.
G. Paint walls in both bathrooms located within the office space occupied by Lincoln Park Main Street.
H. Replace toilets in both bathrooms located within the office space occupied by Lincoln Park Main Street.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the FPRA.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A
Account: N/A
Amount: N/A
OTHER INFORMATION:
There is no fiscal impact to the FPRA or the City of Fort Pierce.

Attachments

Letter
Request from Lincoln Park Mainstreet

May 16, 2023

Dear Sir or Madam:

The Fort Pierce Redevelopment Agency (FPRA) is the owner of the Means Court Center, located at 532 N 13th Street, Fort Pierce, FL 34950, where Lincoln Park Mainstreet (Mainstreet) currently occupies 1,982 square feet of office space.

The Means Court Center, a historically significant facility, once served as the original site of the first school for African Americans in St. Lucie County in 1906. It later housed the original location of the nationally ranked magnet school, Lincoln Park Academy, which was one of four accredited high schools for Blacks in 1925 in the State of Florida.

The FPRA fully supports Mainstreet's pursuit of funding to assist with renovating the area that will house the organization's headquarters and the Lincoln Park Black Archives. The FPRA has had a long-standing relationship with Mainstreet and is committed to supporting the organization in its efforts to improve the space.

Sincerely,

Linda Hudson, Mayor
Chairperson
Fort Pierce Redevelopment

Means Court Center
P.O. Box 3224
Fort Pierce, Florida 34948
(772) 462-2481 (ph) (772)-462-2483 (fax)
Email: lincolnparkmainstreet@live.com
Website: www.lincolnparkmainstreet.org

May 10, 2023

Mr. Nick Mimms, P.E., City Manager
City of Fort Pierce
100 North US 1
Fort Pierce, Florida 34950

Dear Nick,

Lincoln Park Main Street (LPMS) is pursuing funding for repairs and/or upgrades to the Means Court Center building for the 1,982 square feet of office space to be leased. As part of the submission, a letter of permission to make modifications and/or repairs to the building from the owner. LPMS respectfully request a statement from the City of Fort Pierce granting this permission and/or authority. I have provided a draft of such statement for your review as an attachment to this letter.

Sincerely,

Pamela E. Carithers
Executive Director

May 10, 2023

To Whom It May Concern

The City of Fort Pierce is the owner of the Means Court Center building, 532 North 13th Street, Fort Pierce, Florida 34950. The historic building is located on the grounds of the original site of the first school for African Americans in St. Lucie County 1906; and later the original site of the nationally ranked magnet school, Lincoln Park Academy, one of four accredited high schools for Blacks in 1925 in the State of Florida. The City has entered into a long term lease agreement with our strategic partner, Lincoln Park Main Street (LPMS). The lease terms include renovations to the 1,982 square feet of the office space LPMS occupies. Renovations include the following:

A. Paint the front office and conference room to include the front entry door into the office suite to a neutral color approved by the City.

B. Replace floorboards in the front office and conference room.

C. Paint all the remaining walls in the Office Suite.

D. Remove Carpet and replace with Vinyl Plank waterproof flooring in Classroom # 101 that is used for Lincoln Park Black Archives.

E. Paint walls in Classroom #101 that is used for Lincoln Park Black Archives.

F. Paint the door in Classroom #101 that is used for Lincoln Park Black Archives.

G. Paint walls in both bathrooms in the suite occupied by Lincoln Park Main Street.

H. Replace toilets in both bathrooms in the suite occupied by Lincoln Park Main Street.

FPRA Regular Meeting **6. b.**

Meeting Date: June 13, 2023

Re: Approval of $122,674.43 for the purchase of surveillance cameras

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of $122,674.43 to go towards the purchase of surveillance cameras within the boundaries of the FPRA.

SUMMARY:

The Fort Pierce Police Department is requesting $122,673.43 to go towards the purchase of surveillance cameras that will be installed within the FPRA boundaries. This acquisition and subsequent installation support the purpose of the FPRA, to prevent crime by the utilization of community policing innovations.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Lt. James Gagliano

COORDINATED WITH:

Chief Hobley-Burney, Chief of Police
Nicholas C. Mimms, FPRA Director

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023

Amount: 122,674.43

OTHER INFORMATION:

Funding will be encumbered from FPRA Retained Earnings.

Attachments

FPPD Memo

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

TO: Nicholas Mimms, City Manager

FROM: Diane Hobley-Burney, Chief of Police

DATE: May 23, 2023

SUBJECT: Request for Law Enforcement Trust Fund (LETF) and Community Redevelopment Agency (CRA) Funded Covert Cameras

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The Fort Pierce Police Department is in dire need to replace our aging covert (hidden) cameras that have out lived their lifespan. Some were initially installed in 2016.

Because of the confidential nature, I am limited of the details of the cameras. However, I am respectfully requesting to purchase 24 covert cameras at a cost of $9,953.22 each for a subtotal of $238.877.28. The shipping and handling costs are $6,469.59 for a total of $245,346.87. With this purchase, the company would provide 2 additional cameras at a value of $19,906.44 at no cost. Please see enclosed supporting documentation.

Half of the payment, $122,673.44, will come from the Law Enforcement Trust Fund (LETF) and the other half, $122,673.43, from the Fort Pierce Community Redevelopment Agency (CRA). The cameras fall in the purpose of the CRA, to prevent crime and community policing innovations.

All cameras purchased with CRA funding will be placed in the boundaries of the CRA. The remaining cameras will augment the CRA boundaries and expand to other areas of the City to further assist us in the safety and protection of our citizens and beautiful City.

The value of the cameras has a proven success in our investigations and I respectfully request your, the Mayor and the City of Fort Pierce Commission approval.

Thank you in advance for your consideration.

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

DATE: 5/23/2023

VENDOR:

Tactical Video, Inc.
9219 U.S. Highway 42, Suite #D-239
Prospect, KY 40059

(630) 445-1209

Department/Division
SSB
Account Number
Com. Code:
Needed For
CSU

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
24		Matrix Surveillance System - Covert Pole Camera		$9,953.22	$238,877.28
		(Electrical Box Concealment)			
1		Axis Q6135-E PTZ Camera 1080P w/32x Zoom and			
		Lightfinder			
1		Multi-Carrier Cellular LTE Router w/FirstNet Band 13			
		(Cellular Service Activation Req)			
1		High Power POE Switch			
1		1TB DVR Memory			
1		ExacqVision Edge DVR Software			
1		External DC Power Port			
1		External AC Power Port			
1		12vdc Power Conversion Unit			
1		MasterKEY Remote Power Management			
		(Cellular Service Activation Req)			
1		Electrical Box Concealment Enclosure			
				Shipping	$6,469.59
				Total	$245,346.87

REMARKS:
Sole Source Justification attached

Requested By: Lieutenant James Gagliano

Approved By:

Approved Date: 5-23-23

ss/Tactical Video, Inc.
revised 01/21/00

If over $500.00 you need three (3) quotes.
Attach quotes when submitting.

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

Sole Source Justification

Approval No. _____
By: _____

Vendor Name and Address: Tactical Video, Inc
9219 US Highway 42, Suite #D-239
Prospect, KY 40059 Phone: 603-445-1209

Commodity: (General Description): Covert Pole Camera (s)

Please check entry below that applies to the proposed purchase. Attach additional data or support documentation as instructed below.

Sole Source Justification:

1. _____ Parts / equipment can only be obtained from original manufacturer – not available through distributors.
2. _____ Only area distributors of the original manufacturer.
3. _____ Proprietary item / service
4. _____ Parts / equipment not interchangeable with similar parts of another manufacturer (compatibility).
5. ✔ This is the only known item / source that will meet the specialized needs of this department or perform the intended function (explain below).
6. _____ Parts / equipment are required from this vendor to standardization (explain below).
7. _____ Other. Explanation is furnished below.

Comments / Explanation:

These are all inclusive systems that the department is currently using and the units are built to meet the specific needs of the Department. This is necessary to continue recording with the cameras previously purchased. These cameras are to assist the Criminal Investigations Division with investigations and the safety of our commity.

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchases as a sole source commodity.

Signed: _____
Requisitioner

_____
Department Head

_____
Purchasing Department

TacticalVIDEO

Quotation

Client Information	Shipper Information
Fort Pierce Police Department Covert Pole Camera Quote Version 4	Tactical Video Inc. 9219 US Highway 42 Suite #D-239 Prospect, KY 40059 Phone: 630.445.1209 Fax: 630.839.0005 Sales@TacticalVIDEO.com

Date	Quote #	Exp Date	Terms	Contact
5/3/2023	TVI05032023-18	7/2/2023	At Receipt of Invoice	Jeff Gibson

Item #	Description	Quantity	Unit Cost	Total
1	**Matrix Surveillance System - Covert Pole Camera (Electrical Box Concealment)**	**24**	**$ 9,953.22**	**$ 238,877.28**
	Axis Q6135-E PTZ Camera 1080p w/32x Zoom and Lightfinder	1		
	Multi-Carrier Cellular LTE Router w/FirstNet Band 14 (Cellular service activation req)	1		
	High Power POE Switch	1		
	1TB DVR Memory	1		
	ExacqVision Edge DVR Software	1		
	External DC Power Port	1		
	External AC Power Port	1		
	12vdc Power Conversion Unit	1		
	MasterKEY Remote Power Management (Cellular service activation req)	1		
	Electrical Box Concealment Enclosure	1		
2	**Buy 10 get 1 free Discount**	**2**		**$ 19,906.44**
3	**Discount**			**$ (19,906.44)**
			Sub Total	**$ 238,877.28**
			Shipping	**$ 6,469.59**
			Total	**$ 245,346.87**

OPTIONS - All Cameras Include Internal DVR Memory and DVR Software				

Notes

The purchase of products and/or services from Tactical Video are subject to the standard terms and conditions located at the following URL: http://www.tacticalvideo.com/pdf/terms.pdf. By accepting this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions. All software renewals require prepayment. Hardware/Software orders over $2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing. All Labor figures are estimates and only actual hours will be billed unless otherwise noted.

Pole camera covert design and graphics **may** be customized.









Quotation is Confidential and Proprietary

CRA's: *Redevelopment in a Changing Economy*

THE SUNRISE CITY
FORT PIERCE
Florida
FORT PIERCE
REDEVELOPMENT
AGENCY

What is a CRA?

- Dependent Special District (219 currently): http://www.floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program
- Created by a city or county by resolution or ordinance
- Board Members appointed by local government -- elected officials or appointees
- 163.358 Exercise of powers in carrying out community redevelopment and related activities.
- 163.370 Powers; counties and municipalities; community redevelopment agencies.

Top Ten Reasons

- Remove Slum & Blight
- Create Clean and Safe Places
- Prevent Crime
- Encourage Economic Development
- Build or Enhance Affordable Housing
- Fund Streetscape and other Capital Improvements
- Preserve Historic Buildings/Resources
- Retain and Recruit Business
- Enhance Parks and Recreation
- Increase the Tax Base of the CRA District

How is a CRA Created?
All Local

- Finding of Necessity and "blight" as defined by statute, not Mr. Webster
- Establish CRA Board
- Create Trust Fund
- Adopt Redevelopment Plan
- No state approval required, but requires approval from local governing (taxing) bodies who may opt out, like Schools and Fire Districts

The Redevelopment Plan is the Blueprint for CRA Activities

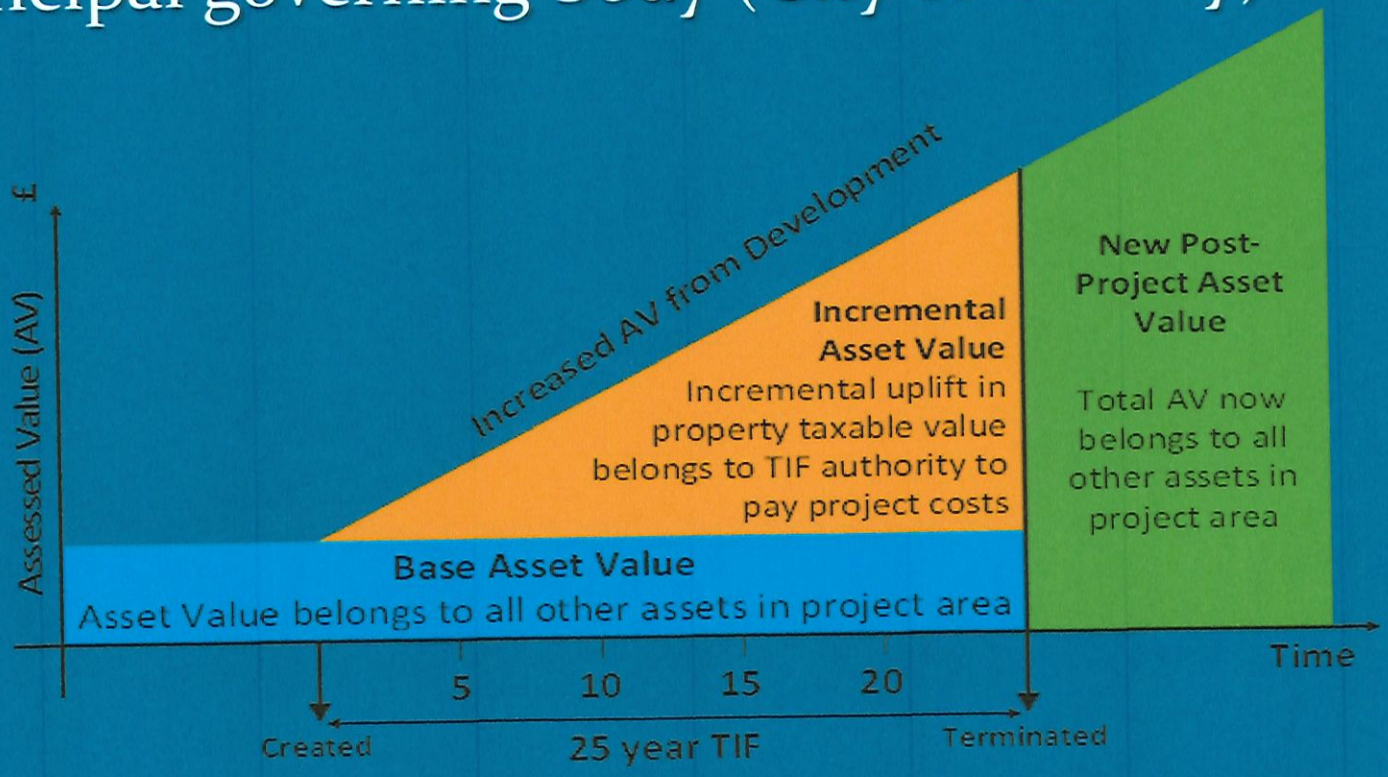
- A publicly drafted master plan for redevelopment
- Addresses unique customized needs of a specific CRA district
- Sets goals, specifies priorities , identifies projects
- Project revenues and expenses – for at least the first five years
- Roadmap for private sector, consistency is good
- Living document can be amended without limit

How are funds created? What is Increment Financing?

- Ad valorem property values frozen (base year) for area (the year a CRA is created)
- Yearly increase in property values applied to millage is "increment"
- 95% of amount is sent to CRA trust fund
- County and city write check annually
- CRA adopts budget based on amounts plus donations, loans, bonds, interest

Any drawback's?

- Two sides of every coin, while creating a special fund for reinvesting in the district, those funds do restrict the principal governing body (City or County)



How Can the Funds be Spent?

ANYTHING IN THE PLAN that is in the DISTRICT (preferably to remove blighted conditions)

- Reimbursement for CRA start up costs
- Administrative and overhead to carry out adopted plan
- Planning, surveys, and financial analysis
- Acquisition of real property in the redevelopment area
- Clearance and preparation of sites in redevelopment area
- Economic development/business incentives
- Streetscape/capital improvements
- Affordable housing within the area
- Community policing innovations
- Cost of issuance, sale, redemption, retirement, or purchase of revenue bonds
- Repayment of loans, advances, bonds, bond anticipation notes, and other debt

ANY activity authorized under Ch 163, Part III, Florida Statutes.

Relative to your CRA, activities are authorized by your approved Redevelopment Plan and funded by the increase in assessed values over time, called increment.

Subject to "Sunshine"

(*a few exceptions, check with your attorney)

- Sunshine Law
- Notices
- Protocol
- Best Practices
- Public Access to records, media requests, etc.
- Subject to State's Ethics Rules

Ethics

CHECK WITH YOUR ATTORNEY and get the question and answer in writing if appropriate...

- Conflicts of interest
- Voting conflicts
- Doing business in the area
- Doing business with the agency
- Gifts

What Redevelopment is Not

- Outside the CRA area
- Eminent domain for redevelopment
- General government line items
- Grants or donations to non-profits generally except by contract and in the plan
- Salaries for staff that do not work on CRA activities
- Maintenance normally done by city or county

Successful CRAs

- Vision
- Leadership
- Plan the work, then work the plan
- A passion for partnerships
- Community support and trust
- Patience and the "guts" to stick with it
- Wisdom to evolve and embrace the next opportunity

How to be a 'CRA Leader'

- Do your homework (benefit from FRA experience)
- Seek out comment from citizens, businesses – build consensus – build partnerships
- Adopt the shared vision and make a personal commitment to it
- Explain 'Who, What, When, Where and How' as many times as necessary
- Get out of the way – steer don't row
- Work for redevelopment success, not credit

Good Ideas

- Be realistic about what can be accomplished, but…be **bold** in setting goals
- Mission, Goals, Objectives – keep them up front
- Understand the private sector/profit motive
- Annual strategic planning workshop (two hours)
- Let the annual budget tell the story
- Communicate, Communicate, Communicate

Best Practices

- Understand the Market
- Review Land Use & Zoning
- Create Successful Partnerships
- Track Your Progress and IF IT IS MEASURABLE, DO IT
- Promote Projects and Success Stories
- Create Themes, Campaigns, Events, and "Buzz" in the district

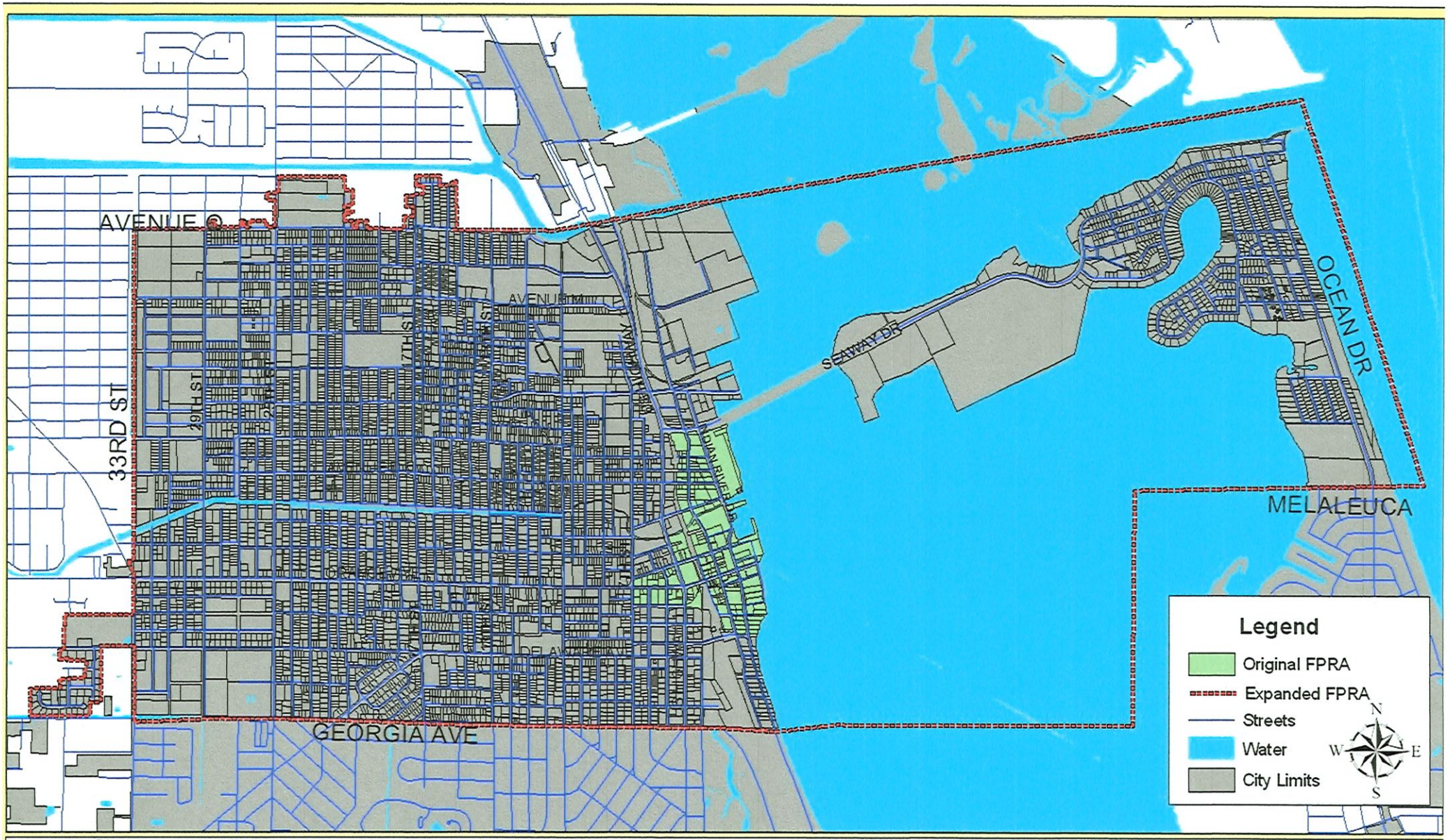
www.redevelopment.net

Florida Redevelopment Association
Carol Westmoreland, Executive Director
cwestmoreland@flcities.com
Jan Piland, Executive Assistant
jpiland@flcities.com
850.701.3608

FLORIDA
REDEVELOPMENT
ASSOCIATION

Other Association Resources

- ww.floridaplanning.org
- International Council of Shopping Centers www.icsc.org
- Urban Land Institute www.uli.org
- Florida Brownfields Association www.fba.org
- Florida League of Cities www.flcities.com
- Florida Association of Counties www.flcounties.com
- Working Waterfronts Program www.myflorida.com
- Florida Main Street Program www.myflorida.com



This map is a conceptual tool utilized for project development only. Though the information provided by this map is accepted to be accurate for the City's administrative purposes, it is not to be used for technical purposes. Any information, including but not limited to software and data, received from the City of Ft. Pierce in fulfillment of a public records request is provided "AS IS" without warranty of any kind. Any information provided by this map to be used for purposes other than reference must be confirmed by field survey.

Map of Fort Pierce Redevelopment Agency Area

Approximate Area of Original FPRA = 163 Acres

Approximate Area in Expanded FPRA = 2757 Acres

Approximate Area Combined = 2920 Acres

FPRA Regular Meeting **6. c.**

Meeting Date: June 13, 2023

Re: Approval Executing a PAD Mural Program Artist Services Agreement with Zoey Bridges, 500 Orange Ave for $2,072

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

---

SUBJECT:

Approval Executing a PAD Mural Program Artist Services Agreement with Zoey Bridges, 500 Orange Ave for $2,072

SUMMARY:

Property owner applications were released in February, and soon after a call-for-artist application cycle was conducted in March. At this juncture, property owners that are participating in the program selected the mural designs they would like painted on their property. As a result, the selected artists are agreeing to enter into an agreement with the FPRA to proceed with the commencement of the murals. If the FPRA Board approves to execute the agreement, it will permit staff to expend the program funds and begin the mural activities with the artists.

RECOMMENDATION:

Staff recommends approval to execute the Artist Services Agreement.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Attachments

Artist Service Agreement

Exhibit A

Presentation - PAD Mural Program Update

Presentation - PAD Mural Program Plan

City of Fort Pierce
PAD Mural Program
Artist Services Agreement

This Agreement is made and entered into this ___ day of_____, 2023, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and (hereinafter referred to as "ARTIST").

WHEREAS the FPRA has approved a recommendation to commission the ARTIST to create public mural art located at 500 Orange Ave Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached; and

WHEREAS, the ARTIST is willing and able to create the Work of Art for the FPRA on the terms and conditions set forth below; and

WHEREAS, the FPRA and ARTIST wish to enter into this Agreement for the ARTIST's services for the project;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

1. The ARTIST herby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art project is " Wish You Were Here".

   The Location of the Work of Art shall be the east and west wall at 500 Orange Ave , Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation of shall be in accordance with the Proposal.
3. The Work of Art shall be completed within 2 months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the FPRA final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain Property Owner and FPRA's approval for completion and installation of the work described in the Proposal.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal.

COMPENSATION

1. The FPRA shall pay the ARTIST a fixed fee of two thousand and seventy-two Dollars ($ 2,072) which shall constitute full compensation for services to be performed in the creation of the Work of Art.

2. The method of payment of fees shall be as follows;

   Upon signing the agreement, the FPRA shall provide a down payment to the ARTIST equaling one thousand and thirty-six Dollars ($1,036) followed by the balance of the fixed fee of one thousand and thirty-six Dollars ($1,036) following final inspection verifying completion of Work of Art.

3. The FPRA reserves the right to inspect the progress of the Work of Art during the creation thereof. FPRA further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art request thereof.

4. All work under this Agreement shall be completed in compliance with all applicable code provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.

5. ARTIST may not transfer or subcontract the creative or artistic portions of the Work of Art to another party without the expressed prior written approval of the FPRA.

6. ARTIST warrants that the work covered in this Agreement shall be the result of the artistic effort of the ARTIST and that the Work of Art shall be unique. The ARTIST shall deliver the Work of Art free and clear of any liens, claims, or other encumbrances of any type arising from the acts of the ARTIST.

7. The ARTIST warrants that the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall, at his expense, correct any such defects which appear for a period of one (1) year from final acceptance of the Work of Art.

8. It is understood that the product produced by the ARTIST is intended to be a Work of Art. Any use by the FPRA of the Work of Art for any purpose other than adornment of the placed site will void any warranties made by the ARTIST.

9. The ARTIST shall bear the full risk of loss of damage to the Work of Art until all services have been completed and the Work of Art has been accepted by the FPRA. The ARTIST will take such measures as are necessary to protect the Work of Art from loss or damage until completed Work of Art has been accepted by the FPRA.

INSURANCE

1. The ARTIST should obtain liability and property damage insurance to protect himself or herself and any subcontractors performing work required by this Agreement from claims for damage for personal injury, claims for accidental death as well as from claims of property damage which may arise from operation under this Agreement.

2. The ARTIST is solely responsible for obtaining insurance under this section. The FPRA and the City of Fort Pierce shall not assume liability or be liable for any claims of damages which accrue as a result of inadequate insurance coverage by the ARTIST.

3. The ARTIST is an independent contractor and nothing in this agreement shall be construed as establishing in any way that the ARTIST is an employee, agent, or representative of the FPRA or the City of Fort Pierce. The ARTIST shall not be supervised by any employee or agent of the City of Fort Pierce.

INDEMNIFICATION

1. The ARTIST, his/her subcontractors, agents, affiliates, and employees agree to indemnify and hold harmless against liability and agree to assume legal liability for and defend the FPRA and the City of Fort Pierce and their officers, employees, and agents from and against any and all claims, actions, liabilities, assertions of liability, or other wrongful conduct of the ARTIST, his/her subcontractor, employees, affiliates, and agents in connection with the ARTIST's performance of services pursuant to this Agreement. The parties agree to give each other prompt notice of any claim of which it becomes aware, which in any way, either directly or indirectly, affects the other party.

TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.

2. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City

of Fort Pierce.

3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the FPRA or the City of Fort Pierce as a result of the termination.

4. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the FPRA. Any reproduction of the Work of Art by the City of Fort Pierce or the FPRA shall contain a credit to the ARTIST.

NOTICE

All notices or contacts required under the terms of this Agreement shall be sent to the following:

To the ARTIST: Name: Zoey Bridges
Address: 2386 28TH AVE SW
City/State/Zip: VERO BEACH, FL 32968

To the FPRA: City Manager's Office
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

With Copies to:
Tanya Earley, City Attorney
City Attorney's Office
100 U.S. Highway 1
Fort Pierce, Florida 34950

SPECIAL PROVISIONS

1. The ARTIST shall not have the power to pledge the FPRA or the City of Fort Pierce's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any other form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

2. The FPRA and the City of Fort Pierce are exempt from payment of Florida State Sales and Use Taxes. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the FPRA, nor is the ARTIST authorized to use the FPRA or the City of Fort Pierce's tax exemption number in securing such material. The ARTIST shall be responsible for payment of all federal state and local taxes and fees incurred in connection with this Agreement.

ENTIRETY OF AGREEMENT CHOICE OF FORUM

1. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understanding between the parties hereto oral or written with reference to the subject matter thereof that are not merged or incorporated herein. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and executed by the parties hereto.

2. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto by it duly authorized representatives, as of the date first written above.

ATTEST:

Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson, Chairperson

APPROVED AS TO FORM CORRECTNESS:

By: _____
Tanya Earley, City Attorney

ARTIST:

By: Zoey Bridges (May 23, 2023 10:34 EDT)

Print: Zoey Bridges

Title: ARTIST

Today's Date: May 23, 2023

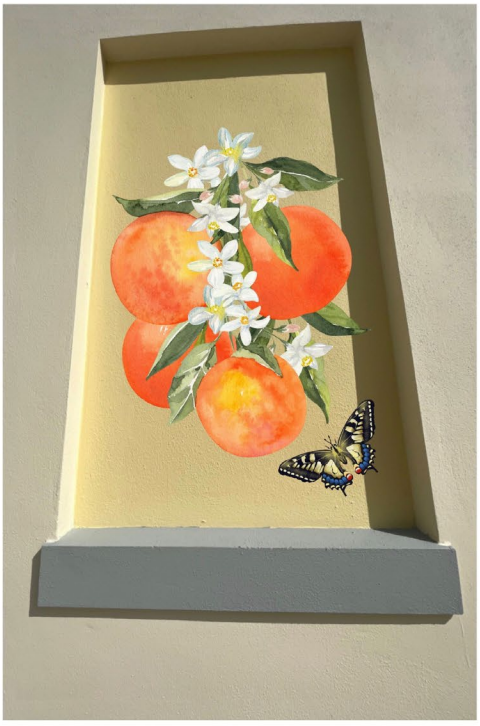
EXHIBIT A

“I Wish You Were Here” By Zoey Bridges











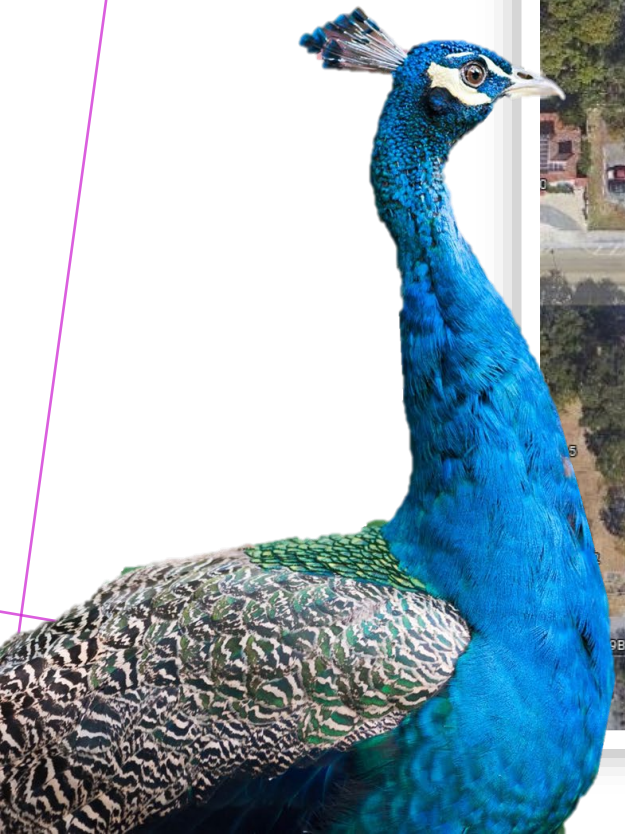
PAD MURAL PROGRAM UPDATE

PRESENTED BY

MARSHA COMMOND, MPA

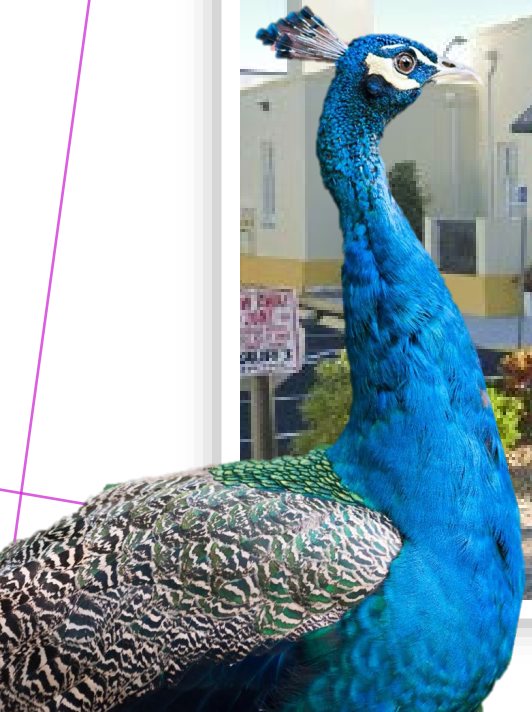
PEACOCK ARTS DISTRICT

LOCATION OF MURALS





500 ORANGE AVE

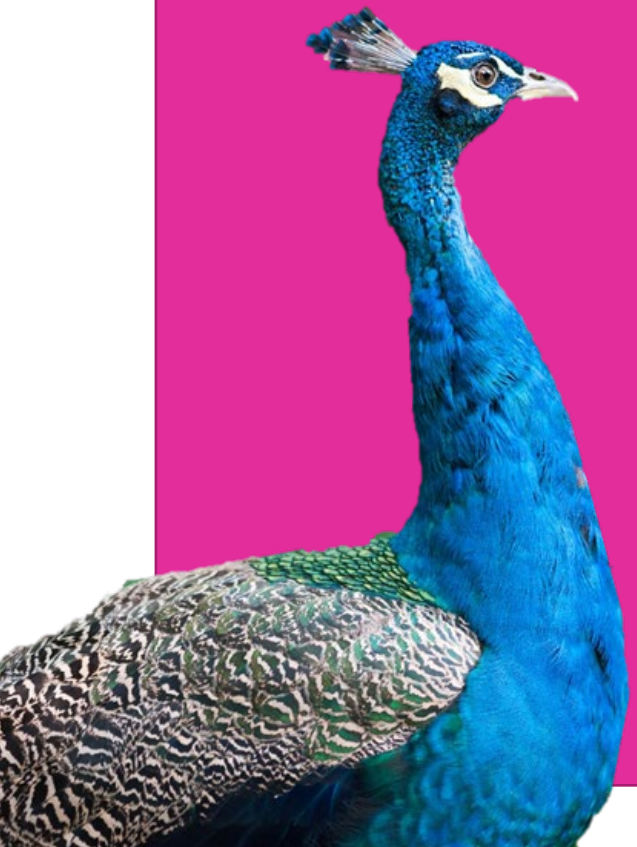






500 ORANGE AVE MURAL DESIGNS

By Artist Zoey Bridges







By Artist Nico

605 ORANGE AVE



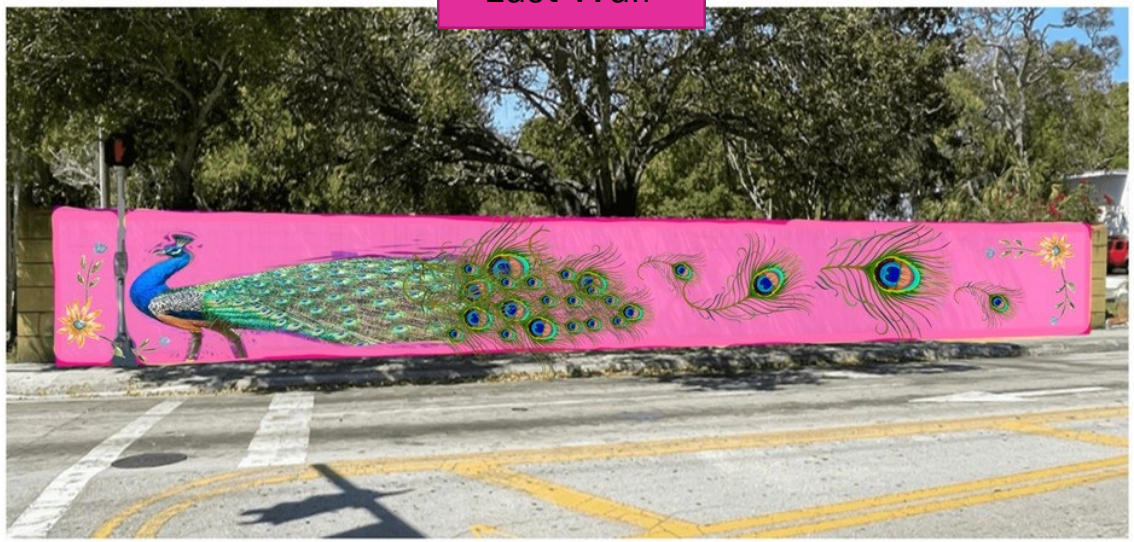
By Artist Samara Ash

616 ATLANTIC AVE

South Wall



East Wall



By Artist Zoey Bridges

710 ORANGE AVE

NEXT STEPS

- June: Approval to artist services and property owner agreements.
- June – Aug: Implementation of Murals
- Sept: Unveiling





RECOMMENDATION

Approval to execute Artist Services & Property Owner Agreements


QUESTIONS?

FORT PIERCE REDEVELOPMENT AGENCY

Peacock Art District (PAD) Mural Program

Program Plan

Presented by Marsha Noel



Background

July 12, 2022, FPRA Meeting

- A project-based budget was approved by the FPRA Board allocating $40,000 to the PAD Mural Program.

FY2023 Project-Based Budget & Work Program

GOAL 1.2 The Fort Pierce Redevelopment Agency shall coordinate with the City Manager's Office, Planning Department, and Finance Department to develop cost effective, annual budgets and work programs that will provide administrative and operational support for Community Redevelopment Agency activities.

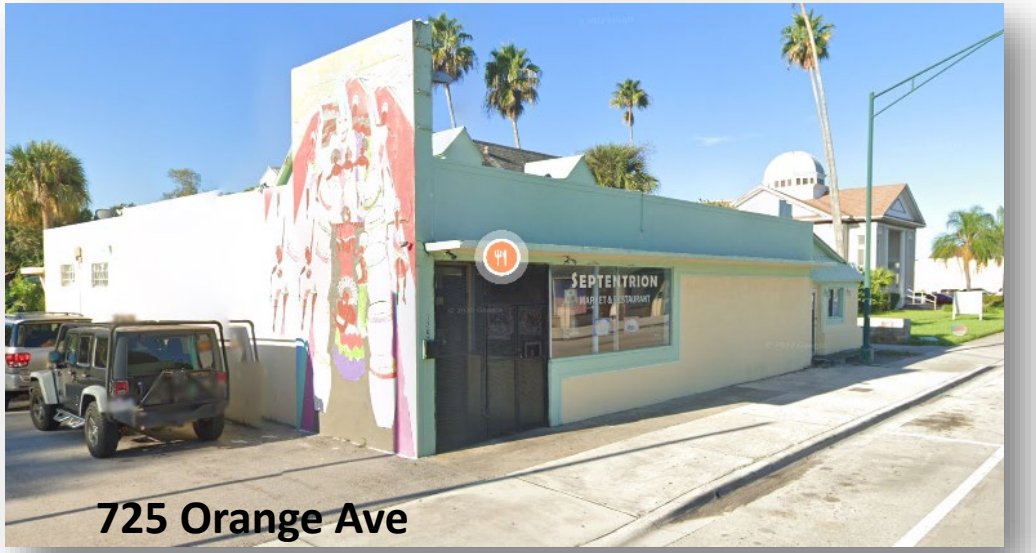
Project	Amount	Account
Micro-Mobility Transportation	$ 400,000.00	3490 - Contractual Fees
Arts/Cultural Programming – Sunrise Theatre	$ 450,000.00	9166 - Sunrise Theatre
Community Policing – School Resource Officers	$ 350,000.00	8347 - Community Oriented Policing
Community Policing – Downtown Detail	$ 75,000.00	8347 - Community Oriented Policing
Old St. Anastasia Rehabilitation	$ 500,000.00	6200 - Buildings
Old City Hall Renovation	$ 350,000.00	6200 - Buildings
Sunrise Center Buildout	$ 250,000.00	6200 - Buildings
Maintenance and Operation of FPRA-owned Property	$ 100,000.00	4620 - Site Maintenance
Commercial Façade Grants	$ 250,000.00	8340 - Other Grants & Aids
Property Refresh Grants	$ 50,000.00	8340 - Other Grants & Aids
PAD Mural Program	$ 40,000.00	6320 - Other Improvements
Community Event Sponsorship	$ 40,000.00	8392 - Youth Activities/Events

Background

Existing Murals



415 Georgia Ave.



725 Orange Ave


464 N. 9th St.



Program Purpose

The purpose of the program is to promote and commemorate Fort Pierce's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism and economic development to the Fort Pierce Redevelopment Agency (FPRA) area. The project strives for diversity of style, scale, and media represented in a series of murals on buildings within the FPRA boundary. It will assist the FPRA in reaching its strategic vision as described in the 2020 FPRA Plan.

Opportunities



- Economic Development:
  - Can enhances tourism and stretch activity over to US-1.
  - Grows local businesses and attract new business and development.
  - Attractive for ArtWalks, Tours and other special activities.
- Creates a Sense of Place
  - Further establishes the Peacock Art District.
- Enhance the Cultural Arts Experience





Research

- City of Fort Lauderdale – FAT Village (Flager.Arts.Technology)
- City of Miami – Wynwood Walls
- City of Hollywood CRA
- City of Tampa
- Downtown Clearwater



Strategy

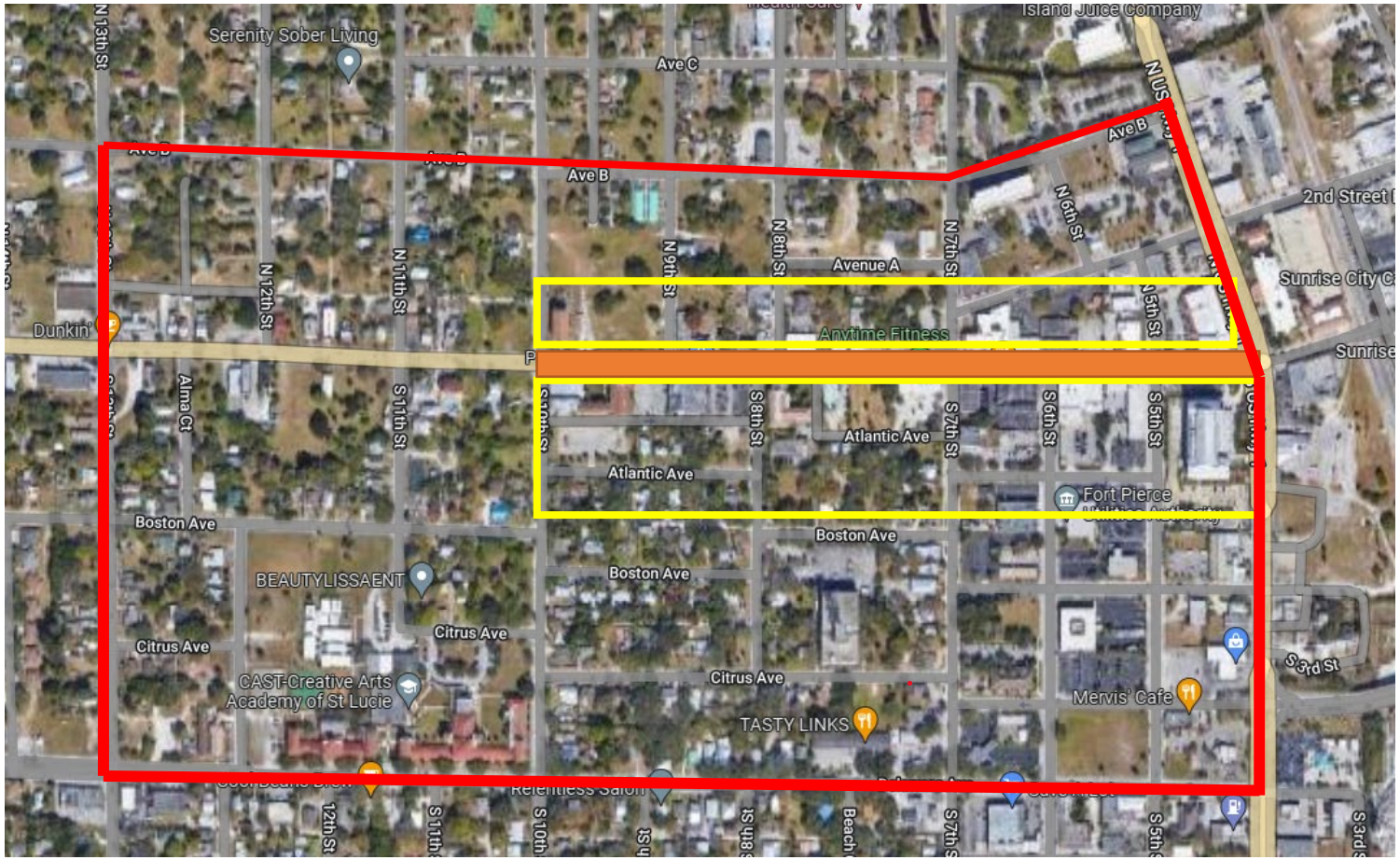
Phase 1

- 22-23 FPRA FY
- PAD Mural Program will use a targeted corridor strategy to ensure effectiveness in experiencing the highest impact during the first implementation (Phase 1).
    - Area of interest: Orange Ave (US-1 to 10th street, Ave. A to Atlantic Ave)
    - This area was selected because of visibility, traffic, walkability, # of and types of developments/businesses in the area, and existing murals/artwork in the area.
    - Property Owner Applications will be available for those in the designated areas.
    - Program Guidelines will be established.
        - Mural Theme: Past, Present & Future of Fort Pierce. The physical environment, unique features, and events can be used as inspiration.



Targeted Corridor

Orange Avenue, from US-1 – 10th Street (5th, 6th, 7th, 8th, 9th, 10th Street) & Avenue A – Atlantic Ave



Orange Ave
Targeted Areas
PAD Boundary

Peacock Arts Dsictrict Mural Program

Phase 2

- 23-24 FPRA FY
- Expansion of the Mural Program into other areas of the PAD.





Phase 1 Timeline

- Jan. 4, 2023 – CRA Advisory Board Meeting Presentation (Postponed)
- Jan. 10, 2023 – FPRA Regular Meeting Presentation
- Jan. 2023 –Property Owner Application Cycle
- Feb.-Mar 2023 – Call for Artists Application Cycle
- Mar. 2023 – Staff Review & Mural Design Selections
- April 2023 – CRA Advisory Board Mural Design Selections
- April 2023 – FPRA Board Mural Design Update
- April 2023 - Property Owner Mural Final Design Selections
- April – May 2023 – Property Owner & Artist Agreements Due & Murals Can begin.
- July/Aug. 2023 – All Murals Completed
- Aug. 2023 – Mural Unveiling w/ all participants & the community

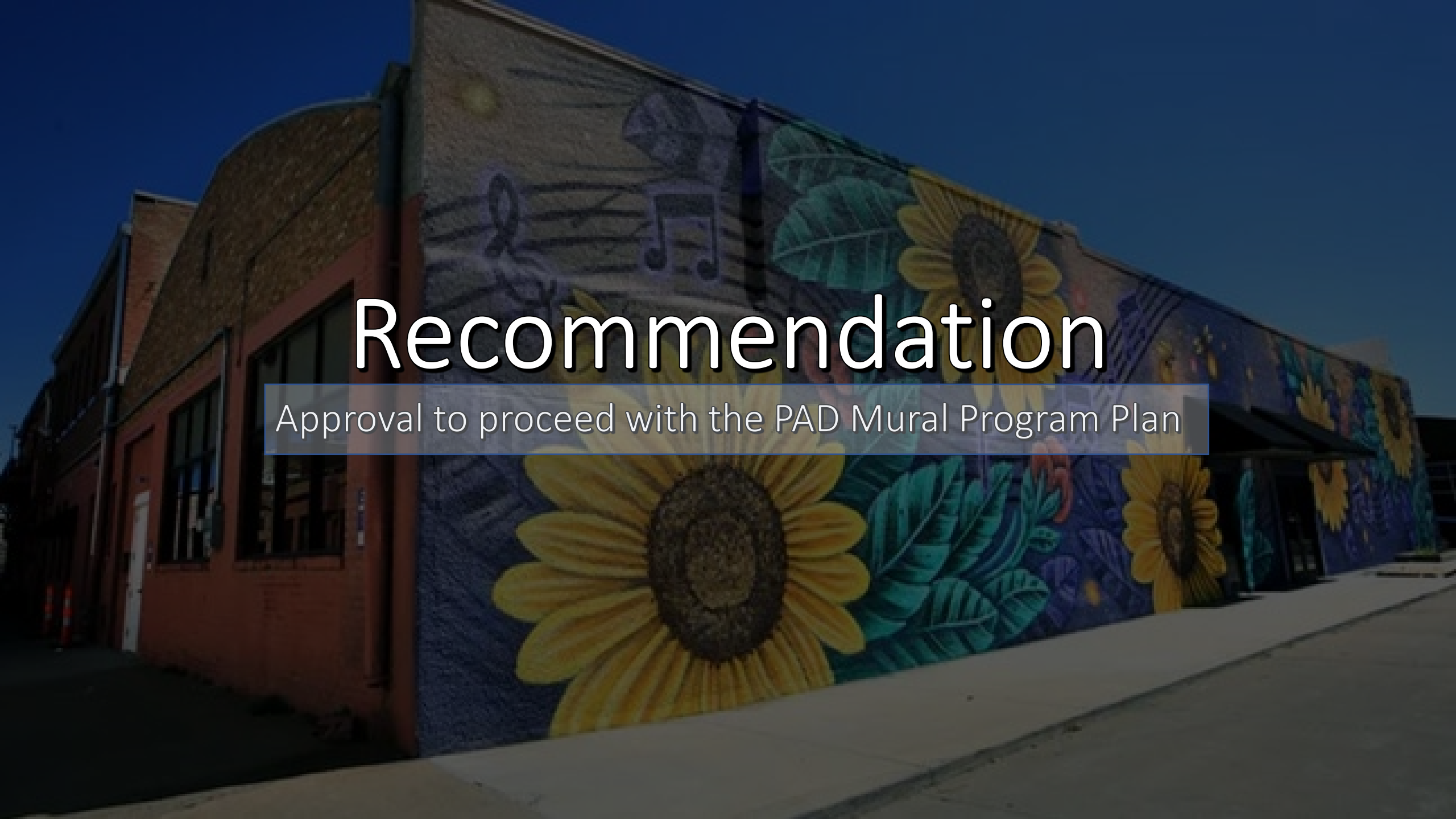
Program Guideline Key Points

Eligible Properties :

- Must not have liens, unpaid/outstanding taxes due, major code violations.
- Minor code violations may be given exceptions, e.g., debris, landscape issues, signage, derelict/inoperable vehicles, chipped/stained/rusted paint, etc.
- Property owners must maintain the murals after installation.

The Domino Effect

- Guidelines will be established for businesses in the PAD that are interested in creating a mural of their own.



Recommendation

Approval to proceed with the PAD Mural Program Plan


Questions?

FPRA Regular Meeting **6. d.**

Meeting Date: June 13, 2023

Re: Approval Executing a PAD Mural Program Artist Services Agreement with Zoey Bridges, 710 Orange Ave for $10,800

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

---

SUBJECT:

Approval Executing a PAD Mural Program Artist Services Agreement with Zoey Bridges, 710 Orange Ave for $10,800

SUMMARY:

Property owner applications were released in February, and soon after a call-for-artist application cycle was conducted in March. At this juncture, property owners that are participating in the program selected the mural designs they would like painted on their property. As a result, the selected artists are agreeing to enter into an agreement with the FPRA to proceed with the commencement of the murals. If the FPRA Board approves to execute the agreement, it will permit staff to expend the program funds and begin the mural activities with the artists.

RECOMMENDATION:

Staff recommends approval to execute the Artist Services Agreement.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Attachments

Artist Agreement

Exhibit A

Presentation - PAD Mural Program Update

Presentation - PAD Mural Program Plan

City of Fort Pierce
PAD Mural Program
Artist Services Agreement

This Agreement is made and entered into this ___ day of_____, 2023, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and (hereinafter referred to as "ARTIST").

WHEREAS the FPRA has approved a recommendation to commission the ARTIST to create public mural art located at 710 Orange Ave Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached; and

WHEREAS, the ARTIST is willing and able to create the Work of Art for the FPRA on the terms and conditions set forth below; and

WHEREAS, the FPRA and ARTIST wish to enter into this Agreement for the ARTIST's services for the project;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

1. The ARTIST herby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art project is "Guardians of the Grove ".

   The Location of the Work of Art shall be the south and east wall at 710 Orange Ave , Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation of shall be in accordance with the Proposal.
3. The Work of Art shall be completed within 2 months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the FPRA final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain Property Owner and FPRA's approval for completion and installation of the work described in the Proposal.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal.

COMPENSATION

1. The FPRA shall pay the ARTIST a fixed fee of ten thousand and eight hundred Dollars ($10,800) which shall constitute full compensation for services to be performed in the creation of the Work of Art.

2. The method of payment of fees shall be as follows;

   Upon signing the agreement, the FPRA shall provide a down payment to the ARTIST equaling five thousand and twenty-one dollars and twenty-one cents ($5,021.21) followed by the balance of the fixed fee of five thousand and seventy hundred and seventy-nine dollars and seventy-nine cents ($5,779.79) following final inspection verifying completion of Work of Art.

3. The FPRA reserves the right to inspect the progress of the Work of Art during the creation thereof. FPRA further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art request thereof.

4. All work under this Agreement shall be completed in compliance with all applicable code provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.

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TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.

2. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City

of Fort Pierce.

3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the FPRA or the City of Fort Pierce as a result of the termination.

4. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the FPRA. Any reproduction of the Work of Art by the City of Fort Pierce or the FPRA shall contain a credit to the ARTIST.

NOTICE

All notices or contacts required under the terms of this Agreement shall be sent to the following:

To the ARTIST: Name: Zoey Bridges
Address: 2386 28TH AVE SW
City/State/Zip: VERO BEACH, FLORIDA 32968

To the FPRA: City Manager's Office
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

With Copies to:
Tanya Earley, City Attorney
City Attorney's Office
100 U.S. Highway 1
Fort Pierce, Florida 34950

SPECIAL PROVISIONS

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ENTIRETY OF AGREEMENT CHOICE OF FORUM

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[SIGNATURE PAGE TO FOLLOW]

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Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson, Chairperson

APPROVED AS TO FORM CORRECTNESS:

By: _____
Tanya Earley, City Attorney

ARTIST:

By: Zoey Bridges (May 23, 2023 10:36 EDT)

Print: Zoey Bridges

Title: ARTIST

Today's Date: May 23, 2023

EXHIBIT A

GUARDIANS OF THE GROVE BY ZOEY BRIDGES

South Wall



East Wall



By Artist Zoey Bridges

South Wall



East Wall



By Artist Zoey Bridges

710 ORANGE AVE



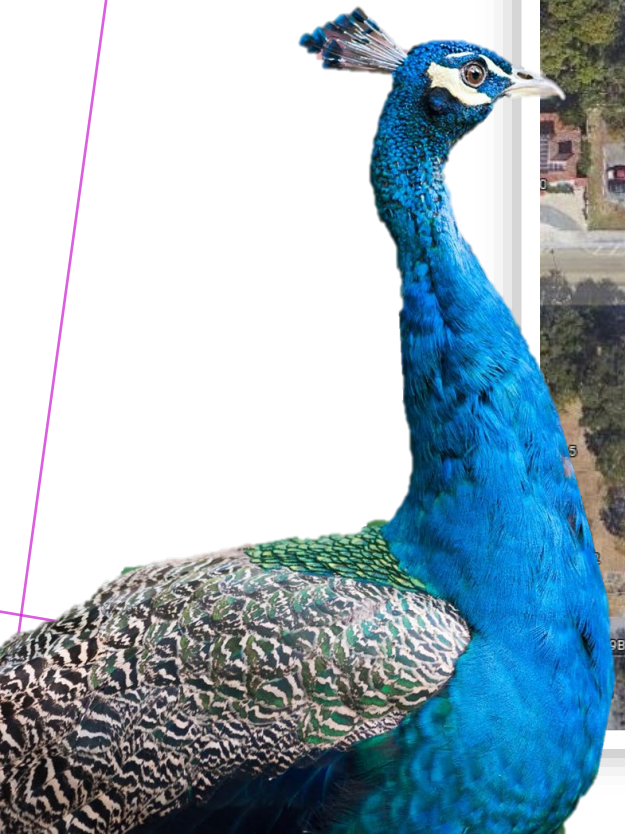
PAD MURAL PROGRAM UPDATE

PRESENTED BY

MARSHA COMMOND, MPA

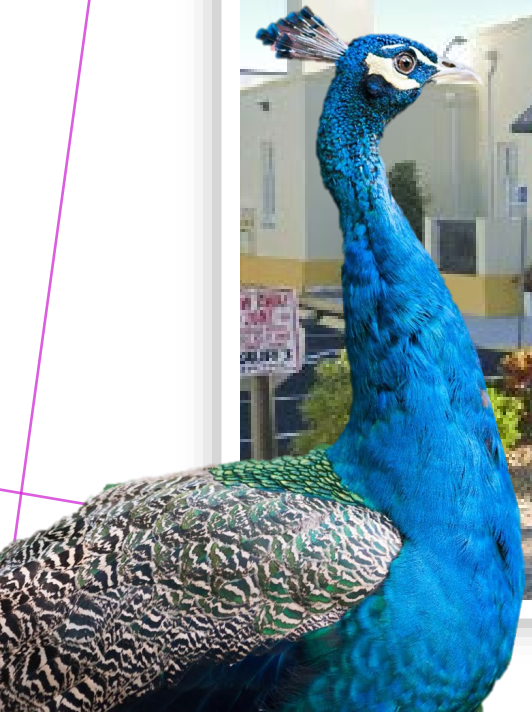
PEACOCK ARTS DISTRICT

LOCATION OF MURALS





500 ORANGE AVE

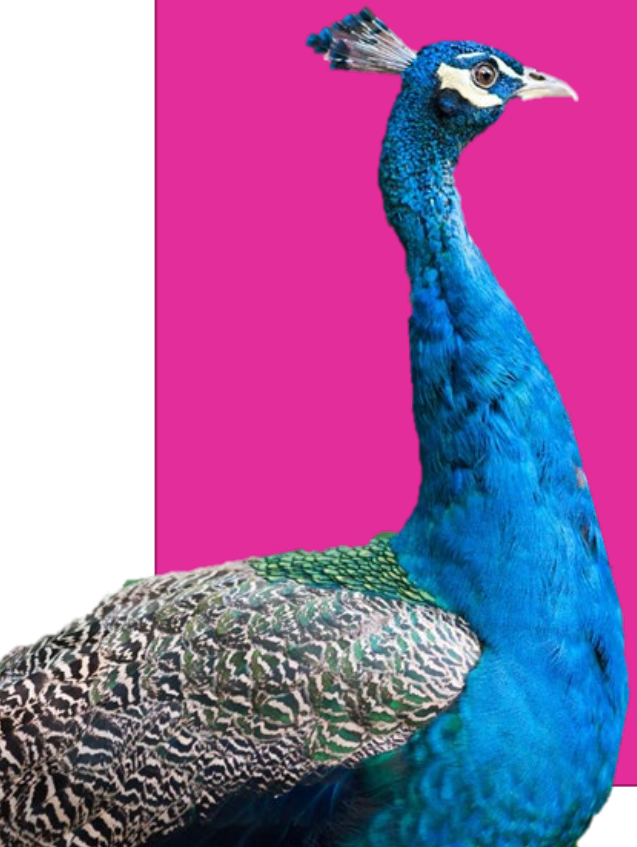






500 ORANGE AVE MURAL DESIGNS

By Artist Zoey Bridges







By Artist Nico

605 ORANGE AVE



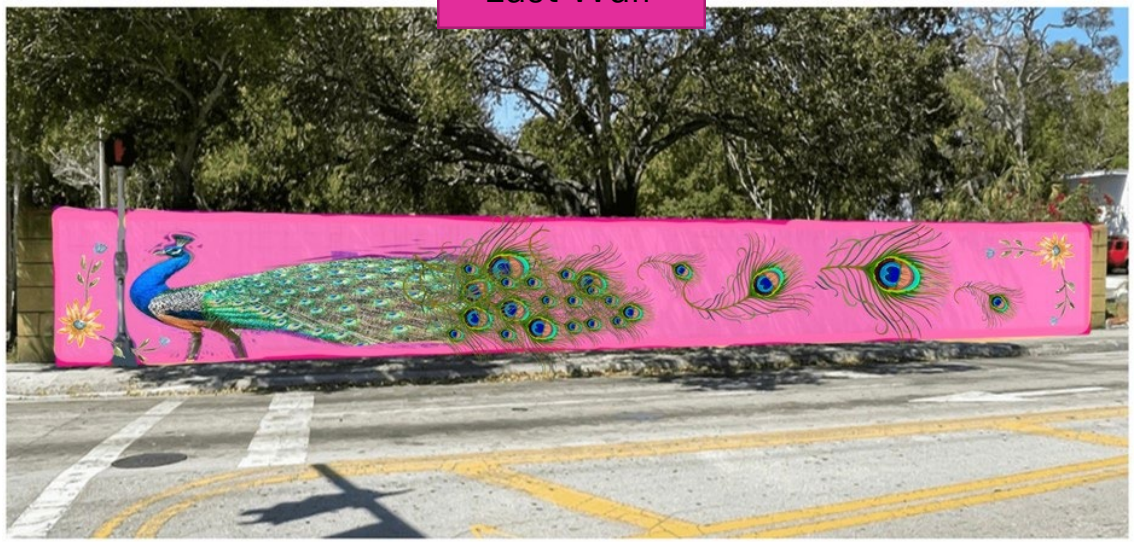
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NEXT STEPS

- June: Approval to artist services and property owner agreements.
- June – Aug: Implementation of Murals
- Sept: Unveiling





RECOMMENDATION

Approval to execute Artist Services & Property Owner Agreements


QUESTIONS?

FORT PIERCE REDEVELOPMENT AGENCY

Peacock Art District (PAD) Mural Program

Program Plan

Presented by Marsha Noel



Background

July 12, 2022, FPRA Meeting

- A project-based budget was approved by the FPRA Board allocating $40,000 to the PAD Mural Program.

FY2023 Project-Based Budget & Work Program

GOAL 1.2 The Fort Pierce Redevelopment Agency shall coordinate with the City Manager's Office, Planning Department, and Finance Department to develop cost effective, annual budgets and work programs that will provide administrative and operational support for Community Redevelopment Agency activities.

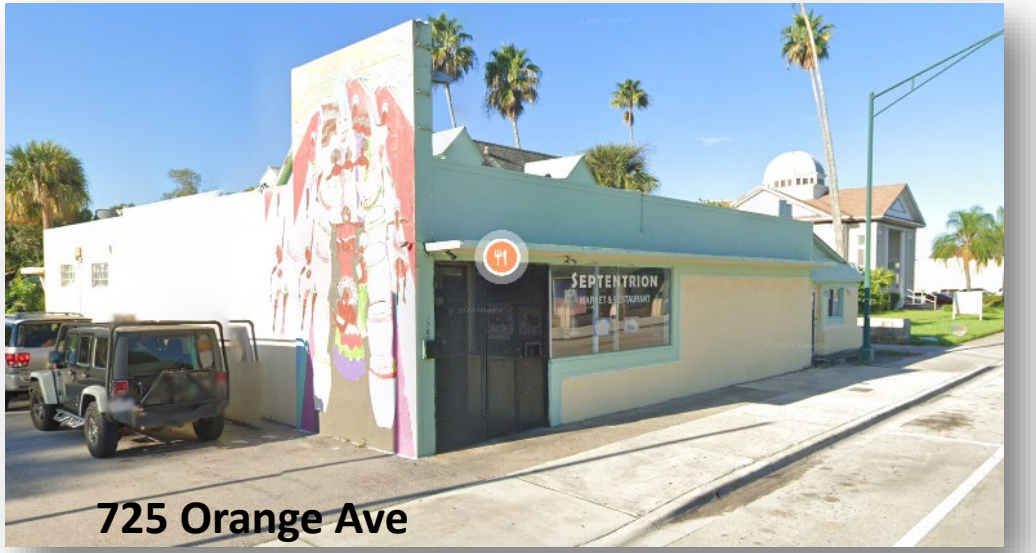
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Existing Murals



415 Georgia Ave.



725 Orange Ave


464 N. 9th St.



Program Purpose

The purpose of the program is to promote and commemorate Fort Pierce's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism and economic development to the Fort Pierce Redevelopment Agency (FPRA) area. The project strives for diversity of style, scale, and media represented in a series of murals on buildings within the FPRA boundary. It will assist the FPRA in reaching its strategic vision as described in the 2020 FPRA Plan.

Opportunities



- Economic Development:
  - Can enhances tourism and stretch activity over to US-1.
  - Grows local businesses and attract new business and development.
  - Attractive for ArtWalks, Tours and other special activities.
- Creates a Sense of Place
  - Further establishes the Peacock Art District.
- Enhance the Cultural Arts Experience





Research

- City of Fort Lauderdale – FAT Village (Flager.Arts.Technology)
- City of Miami – Wynwood Walls
- City of Hollywood CRA
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- Downtown Clearwater



Strategy

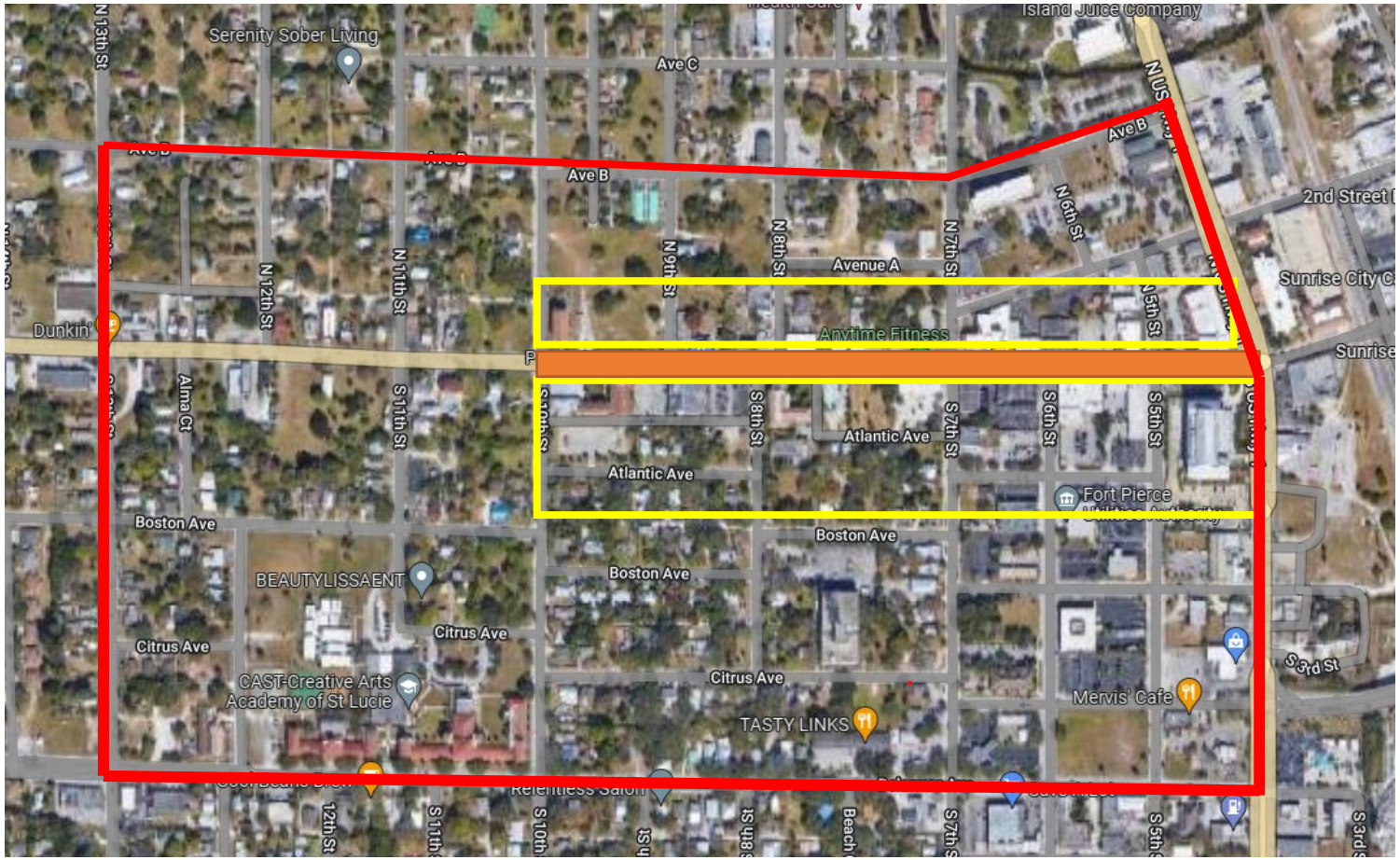
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    - Program Guidelines will be established.
        - Mural Theme: Past, Present & Future of Fort Pierce. The physical environment, unique features, and events can be used as inspiration.



Targeted Corridor

Orange Avenue, from US-1 – 10th Street (5th, 6th, 7th, 8th, 9th, 10th Street) & Avenue A – Atlantic Ave



Orange Ave
Targeted Areas
PAD Boundary

Peacock Arts Dsictrict Mural Program

Phase 2

- 23-24 FPRA FY
- Expansion of the Mural Program into other areas of the PAD.





Phase 1 Timeline

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- Jan. 10, 2023 – FPRA Regular Meeting Presentation
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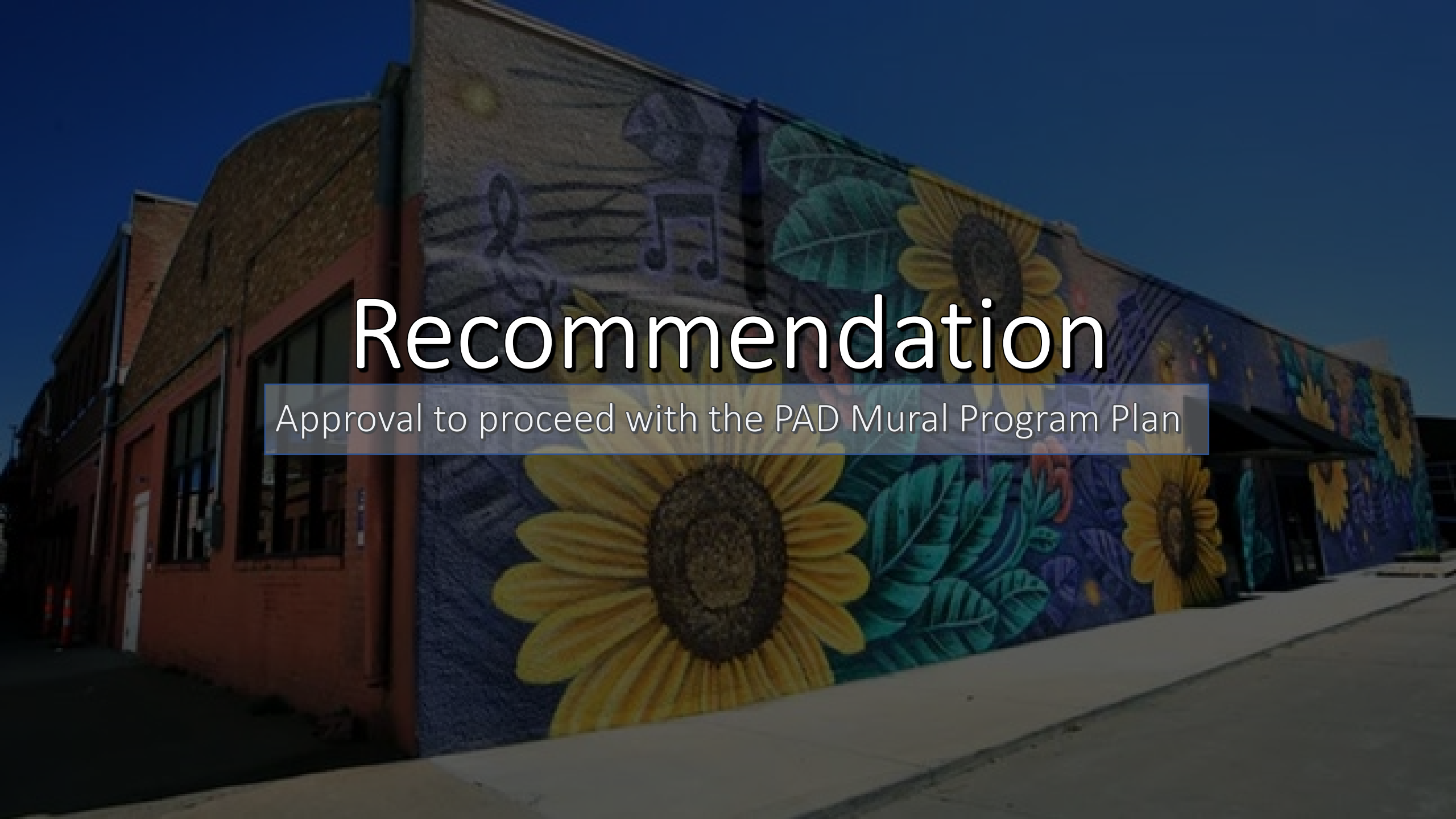
Program Guideline Key Points

Eligible Properties :

- Must not have liens, unpaid/outstanding taxes due, major code violations.
- Minor code violations may be given exceptions, e.g., debris, landscape issues, signage, derelict/inoperable vehicles, chipped/stained/rusted paint, etc.
- Property owners must maintain the murals after installation.

The Domino Effect

- Guidelines will be established for businesses in the PAD that are interested in creating a mural of their own.



Recommendation

Approval to proceed with the PAD Mural Program Plan


Questions?

FPRA Regular Meeting **6. e.**

Meeting Date: June 13, 2023

Re: Approval Executing a PAD Mural Program Artist Services Agreement with Nicole Holderbaum, 605 Orange Ave. for $6,000

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

---

SUBJECT:

Approval Executing a PAD Mural Program Artist Services Agreement with Nicole Holderbaum, 605 Orange Ave. for $6,000

SUMMARY:

Property owner applications were released in February, and soon after a call-for-artist application cycle was conducted in March. At this juncture, property owners that are participating in the program selected the mural designs they would like painted on their property. As a result, the selected artists are agreeing to enter into an agreement with the FPRA to proceed with the commencement of the murals. If the FPRA Board approves to execute the agreement, it will permit staff to expend the program funds and begin the mural activities with the artists.

RECOMMENDATION:

Staff recommends approval to execute the Artist Services Agreement.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Attachments

Artist Agreement

Exhibit A

Presentation - PAD Mural Program Update

Presentation - PAD Mural Program Plan

City of Fort Pierce
PAD Mural Program
Artist Services Agreement

This Agreement is made and entered into this ___ day of_____, 2023, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and (hereinafter referred to as "ARTIST").

WHEREAS the FPRA has approved a recommendation to commission the ARTIST to create public mural art located at 605 Orange Ave Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached; and

WHEREAS, the ARTIST is willing and able to create the Work of Art for the FPRA on the terms and conditions set forth below; and

WHEREAS, the FPRA and ARTIST wish to enter into this Agreement for the ARTIST's services for the project;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

1. The ARTIST herby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art project is " Pavonini ".

   The Location of the Work of Art shall be the east wall at 605 Orange Ave, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation of shall be in accordance with the Proposal.
3. The Work of Art shall be completed within 2 months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the FPRA final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain Property Owner and FPRA's approval for completion and installation of the work described in the Proposal.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal.

COMPENSATION

1. The FPRA shall pay the ARTIST a fixed fee of six thousand Dollars ($ 6,000), which shall constitute full compensation for services to be performed in the creation of the Work of Art.

2. The method of payment of fees shall be as follows;

   Upon signing the agreement, the FPRA shall provide a down payment to the ARTIST equaling three thousand Dollars ($3,000) followed by the balance of the fixed fee of three thousand Dollars ($3,000) following final inspection verifying completion of the Work of Art.

3. The FPRA reserves the right to inspect the progress of the Work of Art during the creation thereof. FPRA further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art request thereof.

4. All work under this Agreement shall be completed in compliance with all applicable code provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.

5. ARTIST may not transfer or subcontract the creative or artistic portions of the Work of Art to another party without the expressed prior written approval of the FPRA.

6. ARTIST warrants that the work covered in this Agreement shall be the result of the artistic effort of the ARTIST and that the Work of Art shall be unique. The ARTIST shall deliver the Work of Art free and clear of any liens, claims, or other encumbrances of any type arising from the acts of the ARTIST.

7. The ARTIST warrants that the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall, at his expense, correct any such defects which appear for a period of one (1) year from final acceptance of the Work of Art.

8. It is understood that the product produced by the ARTIST is intended to be a Work of Art. Any use by the FPRA of the Work of Art for any purpose other than adornment of the placed site will void any warranties made by the ARTIST.

9. The ARTIST shall bear the full risk of loss of damage to the Work of Art until all services have been completed and the Work of Art has been accepted by the FPRA. The ARTIST will take such measures as are necessary to protect the Work of Art from loss or damage until completed Work of Art has been accepted by the FPRA.

INSURANCE

1. The ARTIST should obtain liability and property damage insurance to protect himself or herself and any subcontractors performing work required by this Agreement from claims for damage for personal injury, claims for accidental death as well as from claims of property damage which may arise from operation under this Agreement.

2. The ARTIST is solely responsible for obtaining insurance under this section. The FPRA and the City of Fort Pierce shall not assume liability or be liable for any claims of damages which accrue as a result of inadequate insurance coverage by the ARTIST.

3. The ARTIST is an independent contractor and nothing in this agreement shall be construed as establishing in any way that the ARTIST is an employee, agent, or representative of the FPRA or the City of Fort Pierce. The ARTIST shall not be supervised by any employee or agent of the City of Fort Pierce.

INDEMNIFICATION

1. The ARTIST, his/her subcontractors, agents, affiliates, and employees agree to indemnify and hold harmless against liability and agree to assume legal liability for and defend the FPRA and the City of Fort Pierce and their officers, employees, and agents from and against any and all claims, actions, liabilities, assertions of liability, or other wrongful conduct of the ARTIST, his/her subcontractor, employees, affiliates, and agents in connection with the ARTIST's performance of services pursuant to this Agreement. The parties agree to give each other prompt notice of any claim of which it becomes aware, which in any way, either directly or indirectly, affects the other party.

TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.

2. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City

of Fort Pierce.

3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the FPRA or the City of Fort Pierce as a result of the termination.

4. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the FPRA. Any reproduction of the Work of Art by the City of Fort Pierce or the FPRA shall contain a credit to the ARTIST.

NOTICE

All notices or contacts required under the terms of this Agreement shall be sent to the following:

To the ARTIST: Name: Nicole Holderbaum of Painted, Incorporated
Address: 13297 86th Road N
City/State/Zip: West Palm Beach, FL 33412

To the FPRA: City Manager's Office
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

With Copies to:
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Title: ARTIST

Today's Date: May 30, 2023

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“PAVONINI” BY NICOLE OR “NICO”





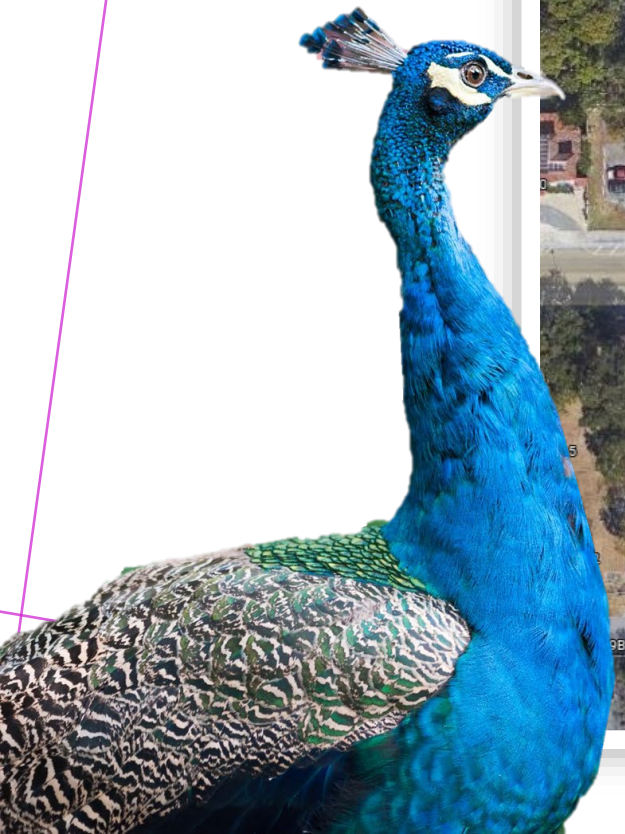
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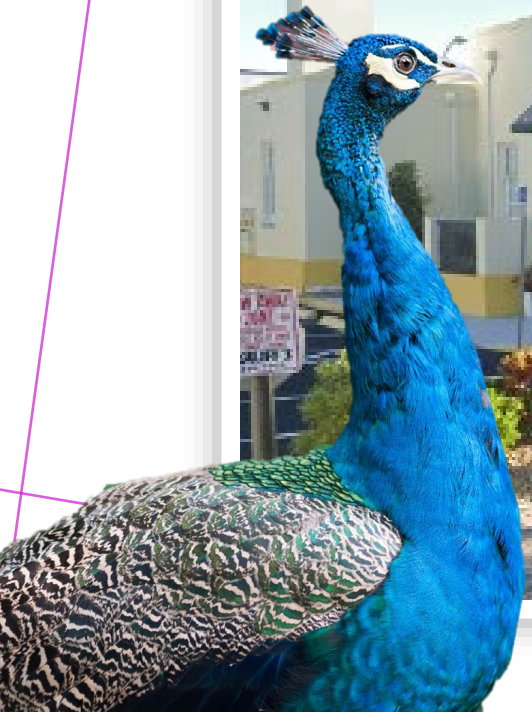
PEACOCK ARTS DISTRICT

LOCATION OF MURALS





500 ORANGE AVE

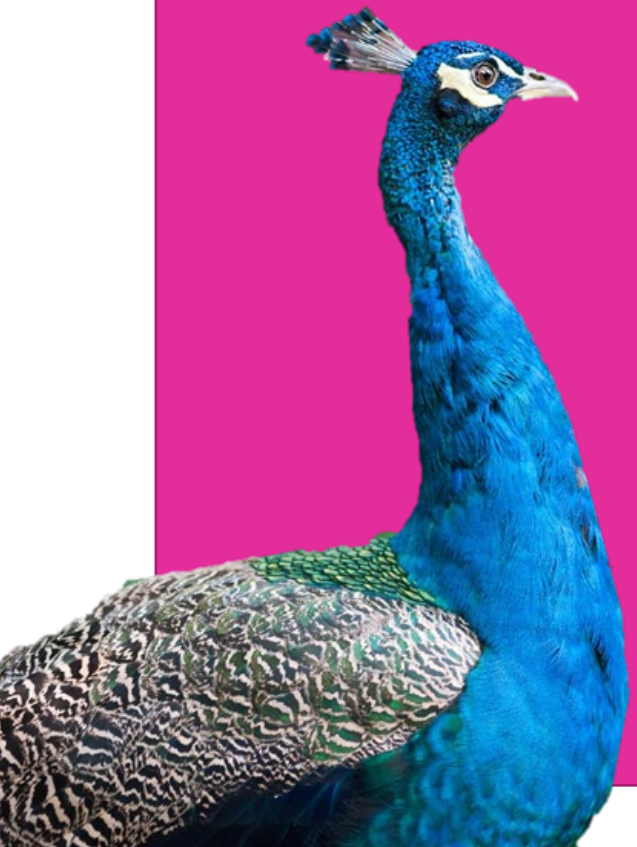






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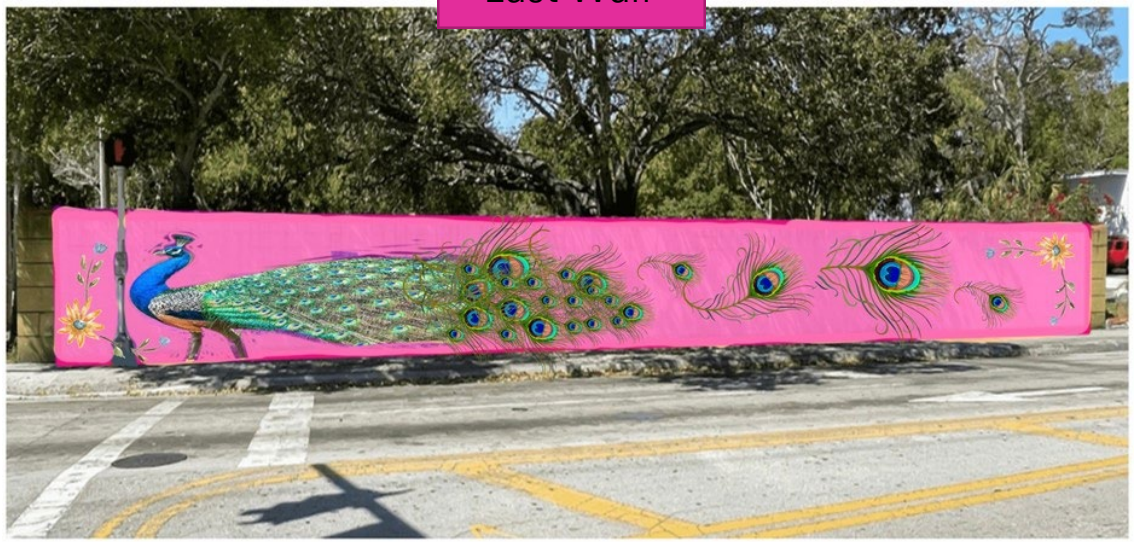
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FORT PIERCE REDEVELOPMENT AGENCY

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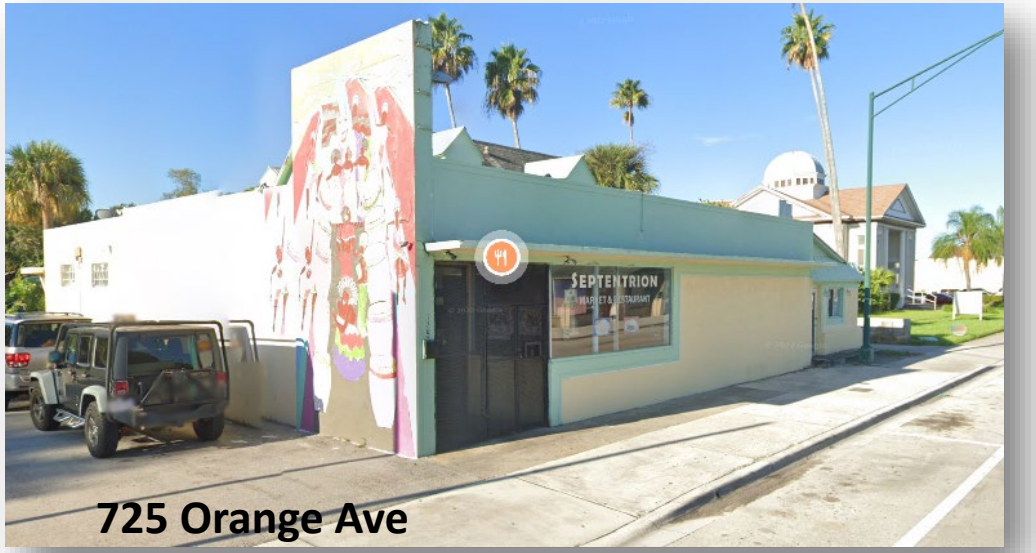
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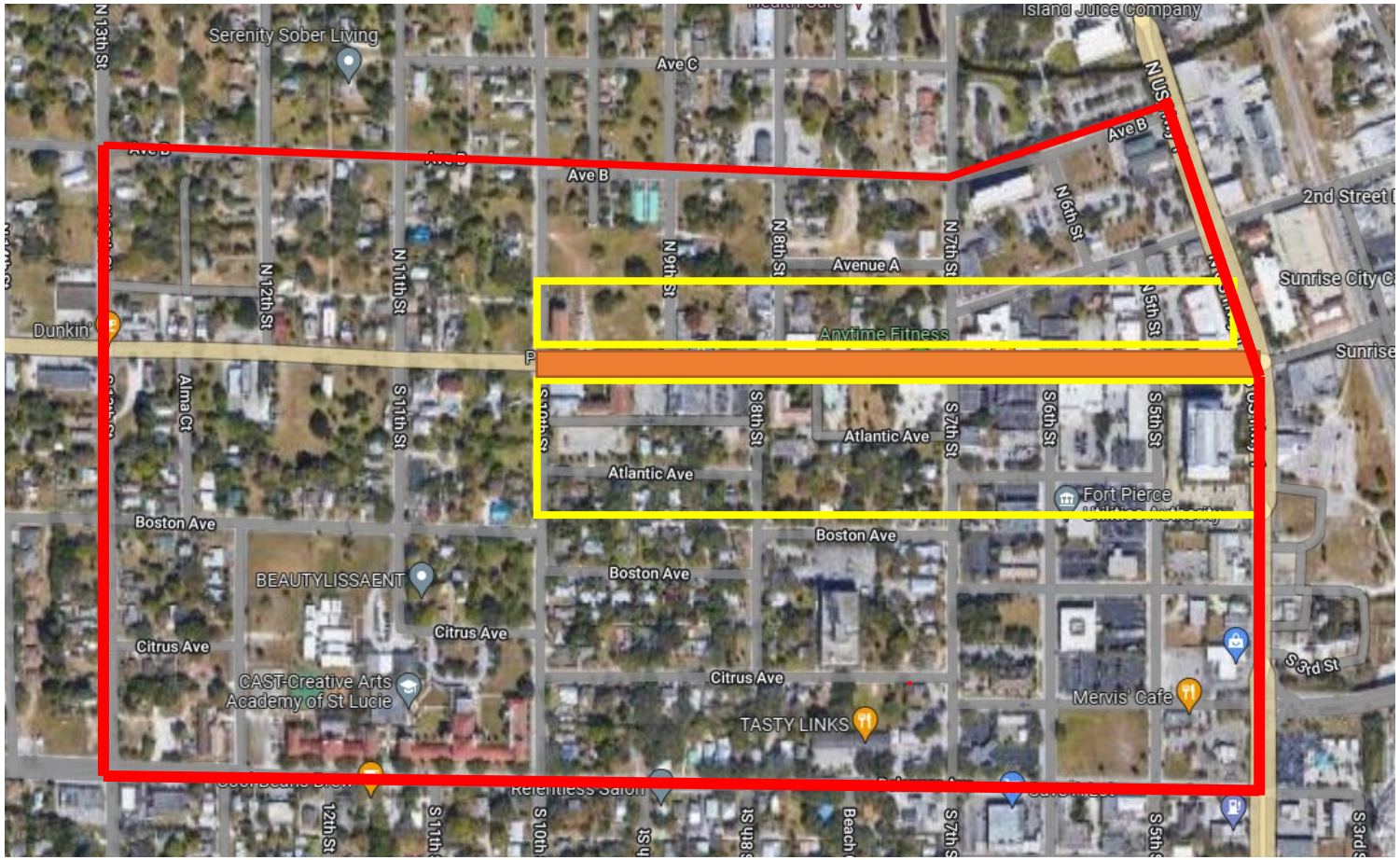
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Orange Ave
Targeted Areas
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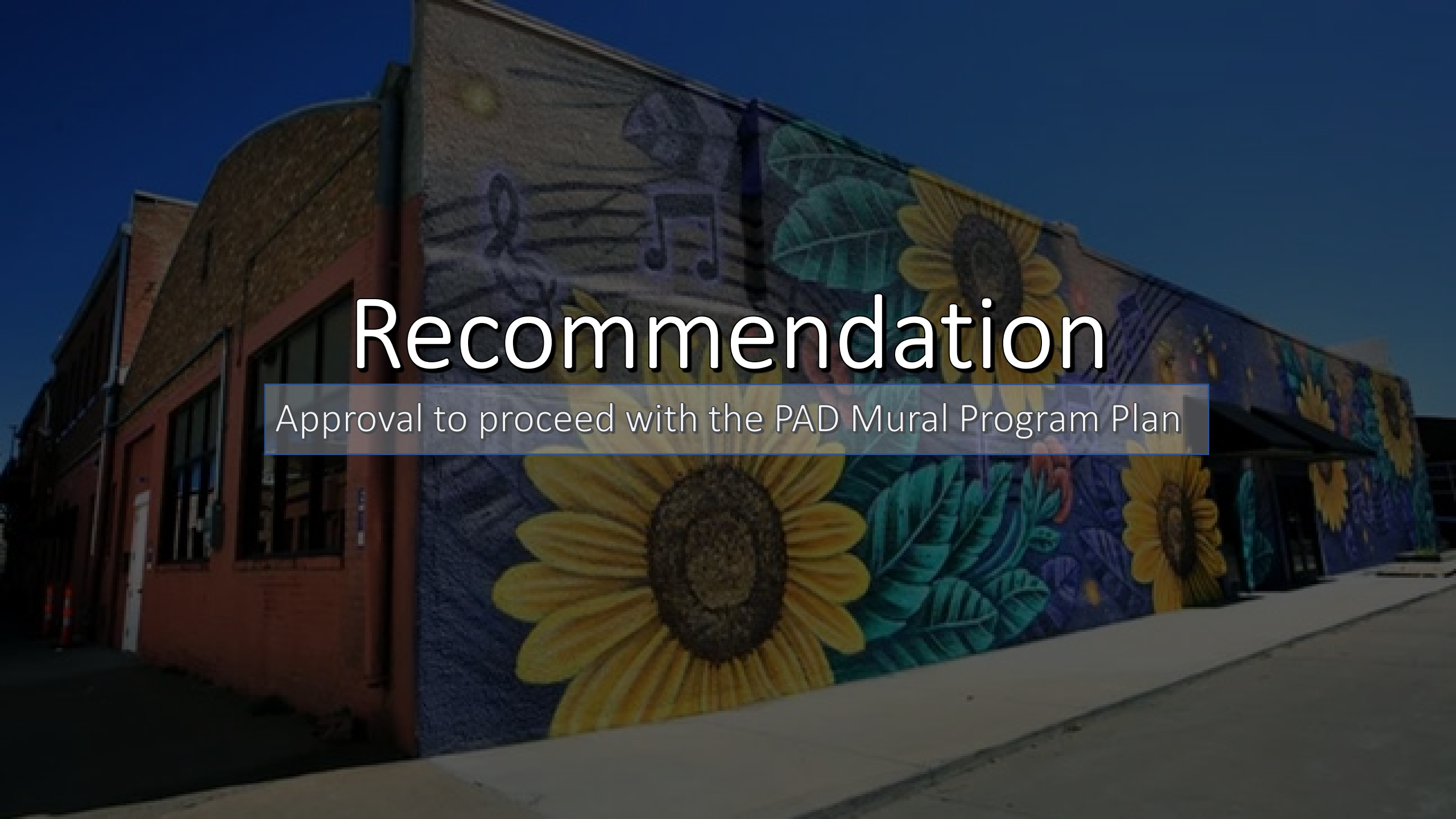
Program Guideline Key Points

Eligible Properties :

- Must not have liens, unpaid/outstanding taxes due, major code violations.
- Minor code violations may be given exceptions, e.g., debris, landscape issues, signage, derelict/inoperable vehicles, chipped/stained/rusted paint, etc.
- Property owners must maintain the murals after installation.

The Domino Effect

- Guidelines will be established for businesses in the PAD that are interested in creating a mural of their own.



Recommendation

Approval to proceed with the PAD Mural Program Plan


Questions?

FPRA Regular Meeting **6. f.**

Meeting Date: June 13, 2023

Re: Approval Executing a PAD Mural Program Artist Services Agreement with Lorna Samara Ash, 616 Atlantic Ave. for $21,128

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

---

SUBJECT:

Approval Executing a PAD Mural Program Artist Services Agreement with Lorna Samara Ash, 616 Atlantic Ave. for $21,128

SUMMARY:

Property owner applications were released in February, and soon after a call-for-artist application cycle was conducted in March. At this juncture, property owners that are participating in the program selected the mural designs they would like painted on their property. As a result, the selected artists are agreeing to enter into an agreement with the FPRA to proceed with the commencement of the murals. If the FPRA Board approves to execute the agreement, it will permit staff to expend the program funds and begin the mural activities with the artists.

RECOMMENDATION:

Staff recommends approval to execute the Artist Services Agreement.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Attachments

Artist Agreement
Exhibit A
Presentation
Presentation - PAD Mural Program Plan

City of Fort Pierce
PAD Mural Program
Artist Services Agreement

This Agreement is made and entered into this ___ day of_____, 2023, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and (hereinafter referred to as "ARTIST").

WHEREAS the FPRA has approved a recommendation to commission the ARTIST to create public mural art located at 616 Atlantic Avenue Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached; and

WHEREAS, the ARTIST is willing and able to create the Work of Art for the FPRA on the terms and conditions set forth below; and

WHEREAS, the FPRA and ARTIST wish to enter into this Agreement for the ARTIST's services for the project;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

1. The ARTIST herby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art project is "Awena".

   The Location of the Work of Art shall be the west wall at 616 Atlantic Avenue, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation of shall be in accordance with the Proposal.
3. The Work of Art shall be completed within 2 months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the FPRA final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain Property Owner and FPRA's approval for completion and installation of the work described in the Proposal.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal.

COMPENSATION

1. The FPRA shall pay the ARTIST a fixed fee of twenty-one thousand one hundred and twenty-eight Dollars ($ 21,128) , which shall constitute full compensation for services to be performed in the creation of the Work of Art.

2. The method of payment of fees shall be as follows;

   Upon signing the agreement, the FPRA shall provide a down payment to the ARTIST equaling ten thousand four hundred and fifty Dollars ($10,450) followed by the balance of the fixed fee of ten thousand six hundred and seventy-eight Dollars ($ 10,678) following final inspection verifying completion of Work of Art.

3. The FPRA reserves the right to inspect the progress of the Work of Art during the creation thereof. FPRA further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art request thereof.

4. All work under this Agreement shall be completed in compliance with all applicable code provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.

5. ARTIST may not transfer or subcontract the creative or artistic portions of the Work of Art to another party without the expressed prior written approval of the FPRA.

6. ARTIST warrants that the work covered in this Agreement shall be the result of the artistic effort of the ARTIST and that the Work of Art shall be unique. The ARTIST shall deliver the Work of Art free and clear of any liens, claims, or other encumbrances of any type arising from the acts of the ARTIST.

7. The ARTIST warrants that the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall, at his expense, correct any such defects which appear for a period of one (1) year from final acceptance of the Work of Art.

8. It is understood that the product produced by the ARTIST is intended to be a Work of Art. Any use by the FPRA of the Work of Art for any purpose other than adornment of the placed site will void any warranties made by the ARTIST.

9. The ARTIST shall bear the full risk of loss of damage to the Work of Art until all services have been completed and the Work of Art has been accepted by the FPRA. The ARTIST will take such measures as are necessary to protect the Work of Art from loss or damage until completed Work of Art has been accepted by the FPRA.

INSURANCE

1. The ARTIST should obtain liability and property damage insurance to protect himself or herself and any subcontractors performing work required by this Agreement from claims for damage for personal injury, claims for accidental death as well as from claims of property damage which may arise from operation under this Agreement.

2. The ARTIST is solely responsible for obtaining insurance under this section. The FPRA and the City of Fort Pierce shall not assume liability or be liable for any claims of damages which accrue as a result of inadequate insurance coverage by the ARTIST.

3. The ARTIST is an independent contractor and nothing in this agreement shall be construed as establishing in any way that the ARTIST is an employee, agent, or representative of the FPRA or the City of Fort Pierce. The ARTIST shall not be supervised by any employee or agent of the City of Fort Pierce.

INDEMNIFICATION

1. The ARTIST, his/her subcontractors, agents, affiliates, and employees agree to indemnify and hold harmless against liability and agree to assume legal liability for and defend the FPRA and the City of Fort Pierce and their officers, employees, and agents from and against any and all claims, actions, liabilities, assertions of liability, or other wrongful conduct of the ARTIST, his/her subcontractor, employees, affiliates, and agents in connection with the ARTIST's performance of services pursuant to this Agreement. The parties agree to give each other prompt notice of any claim of which it becomes aware, which in any way, either directly or indirectly, affects the other party.

TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.

2. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City

of Fort Pierce.

3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the FPRA or the City of Fort Pierce as a result of the termination.

4. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the FPRA. Any reproduction of the Work of Art by the City of Fort Pierce or the FPRA shall contain a credit to the ARTIST.

NOTICE

All notices or contacts required under the terms of this Agreement shall be sent to the following:

To the ARTIST: Name: Lorna Samara Ash / Samara Ash Studio, LLC.
Address: 677 NE 24TH STREET Suite 206,
City/State/Zip: Miami, FL 33137

To the FPRA: City Manager's Office
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

With Copies to:
Tanya Earley, City Attorney
City Attorney's Office
100 U.S. Highway 1
Fort Pierce, Florida 34950

SPECIAL PROVISIONS

1. The ARTIST shall not have the power to pledge the FPRA or the City of Fort Pierce's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any other form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

2. The FPRA and the City of Fort Pierce are exempt from payment of Florida State Sales and Use Taxes. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the FPRA, nor is the ARTIST authorized to use the FPRA or the City of Fort Pierce's tax exemption number in securing such material. The ARTIST shall be responsible for payment of all federal state and local taxes and fees incurred in connection with this Agreement.

ENTIRETY OF AGREEMENT CHOICE OF FORUM

1. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understanding between the parties hereto oral or written with reference to the subject matter thereof that are not merged or incorporated herein. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and executed by the parties hereto.

2. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto by it duly authorized representatives, as of the date first written above.

ATTEST:

Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson, Chairperson

APPROVED AS TO FORM CORRECTNESS:

By: _____
Tanya Earley, City Attorney

ARTIST:

By: _____

Print: Lorna S. Ash /Samara Ash Studio, LLC.

Title: ARTIST

Today's Date: May 31, 2023

EXHIBIT A

“AWENA” BY LORNA SAMARA ASH





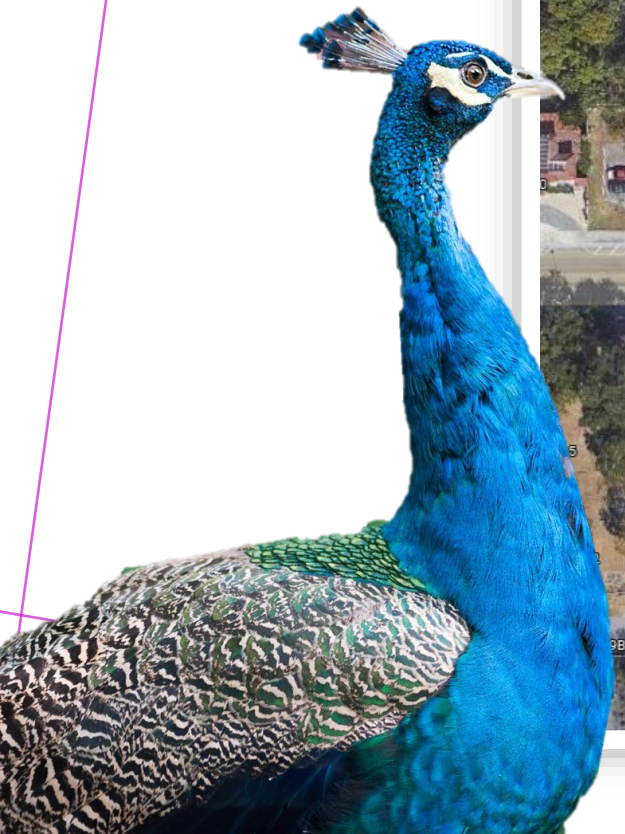
PAD MURAL PROGRAM UPDATE

PRESENTED BY

MARSHA COMMOND, MPA

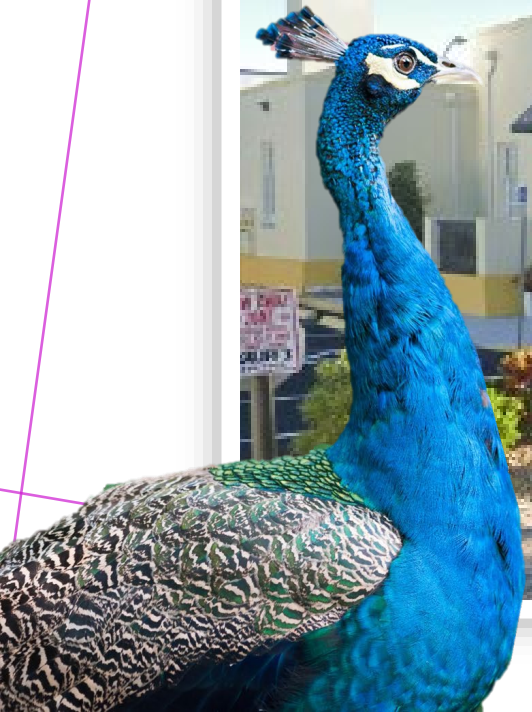
PEACOCK ARTS DISTRICT

LOCATION OF MURALS





500 ORANGE AVE

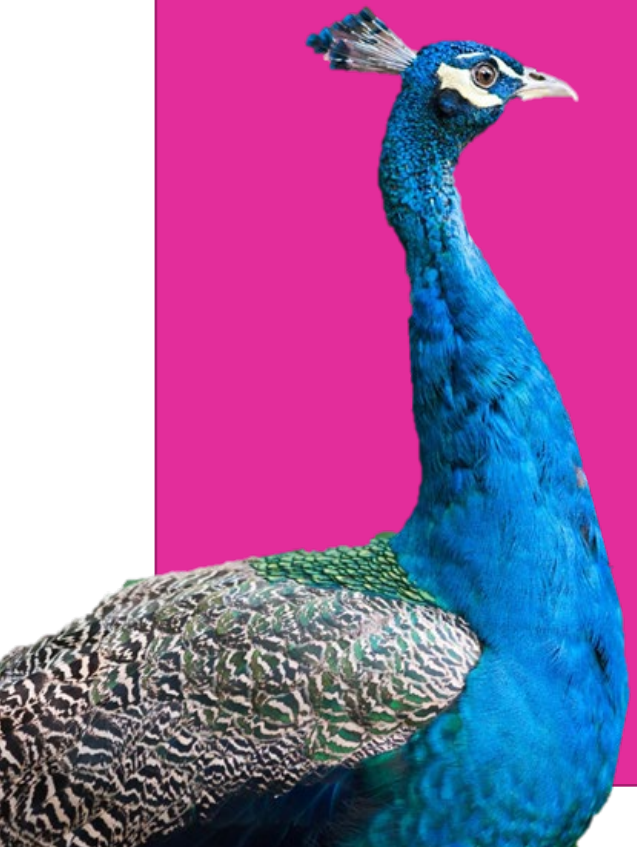






500 ORANGE AVE MURAL DESIGNS

By Artist Zoey Bridges







By Artist Nico

605 ORANGE AVE



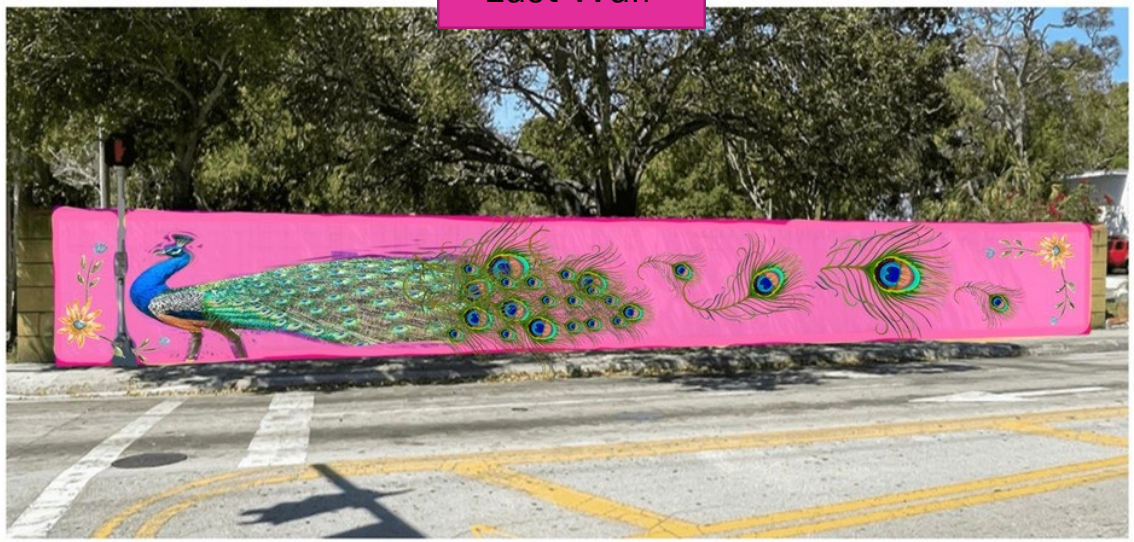
By Artist Samara Ash

616 ATLANTIC AVE

South Wall



East Wall



By Artist Zoey Bridges

710 ORANGE AVE

NEXT STEPS

- June: Approval to artist services and property owner agreements.
- June – Aug: Implementation of Murals
- Sept: Unveiling





RECOMMENDATION

Approval to execute Artist Services & Property Owner Agreements


QUESTIONS?

FORT PIERCE REDEVELOPMENT AGENCY

Peacock Art District (PAD) Mural Program

Program Plan

Presented by Marsha Noel



Background

July 12, 2022, FPRA Meeting

- A project-based budget was approved by the FPRA Board allocating $40,000 to the PAD Mural Program.

FY2023 Project-Based Budget & Work Program

GOAL 1.2 The Fort Pierce Redevelopment Agency shall coordinate with the City Manager's Office, Planning Department, and Finance Department to develop cost effective, annual budgets and work programs that will provide administrative and operational support for Community Redevelopment Agency activities.

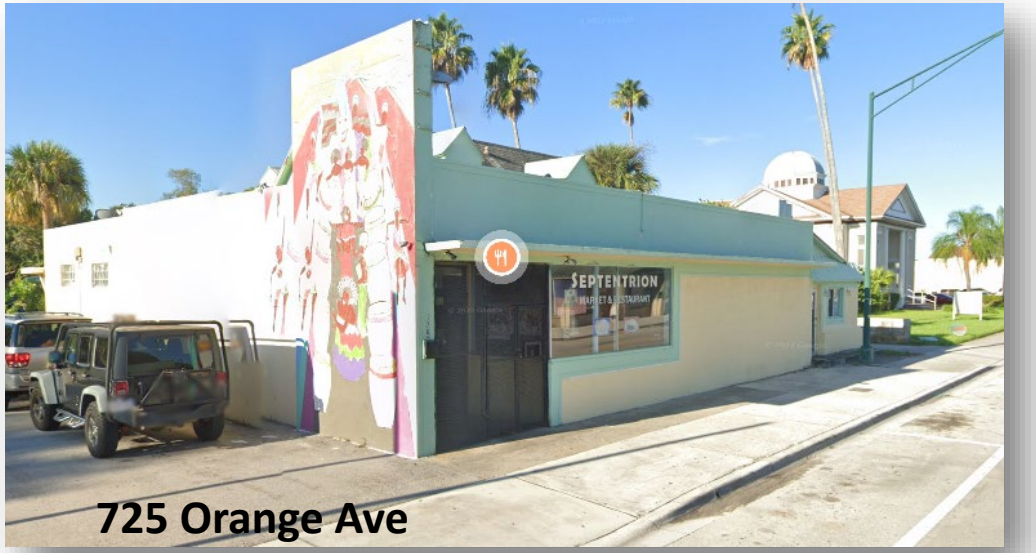
Project	Amount	Account
Micro-Mobility Transportation	$ 400,000.00	3490 - Contractual Fees
Arts/Cultural Programming – Sunrise Theatre	$ 450,000.00	9166 - Sunrise Theatre
Community Policing – School Resource Officers	$ 350,000.00	8347 - Community Oriented Policing
Community Policing – Downtown Detail	$ 75,000.00	8347 - Community Oriented Policing
Old St. Anastasia Rehabilitation	$ 500,000.00	6200 - Buildings
Old City Hall Renovation	$ 350,000.00	6200 - Buildings
Sunrise Center Buildout	$ 250,000.00	6200 - Buildings
Maintenance and Operation of FPRA-owned Property	$ 100,000.00	4620 - Site Maintenance
Commercial Façade Grants	$ 250,000.00	8340 - Other Grants & Aids
Property Refresh Grants	$ 50,000.00	8340 - Other Grants & Aids
PAD Mural Program	$ 40,000.00	6320 - Other Improvements
Community Event Sponsorship	$ 40,000.00	8392 - Youth Activities/Events

Background

Existing Murals



415 Georgia Ave.



725 Orange Ave


464 N. 9th St.



Program Purpose

The purpose of the program is to promote and commemorate Fort Pierce's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism and economic development to the Fort Pierce Redevelopment Agency (FPRA) area. The project strives for diversity of style, scale, and media represented in a series of murals on buildings within the FPRA boundary. It will assist the FPRA in reaching its strategic vision as described in the 2020 FPRA Plan.

Opportunities



- Economic Development:
  - Can enhances tourism and stretch activity over to US-1.
  - Grows local businesses and attract new business and development.
  - Attractive for ArtWalks, Tours and other special activities.
- Creates a Sense of Place
  - Further establishes the Peacock Art District.
- Enhance the Cultural Arts Experience





Research

- City of Fort Lauderdale – FAT Village (Flager.Arts.Technology)
- City of Miami – Wynwood Walls
- City of Hollywood CRA
- City of Tampa
- Downtown Clearwater



Strategy

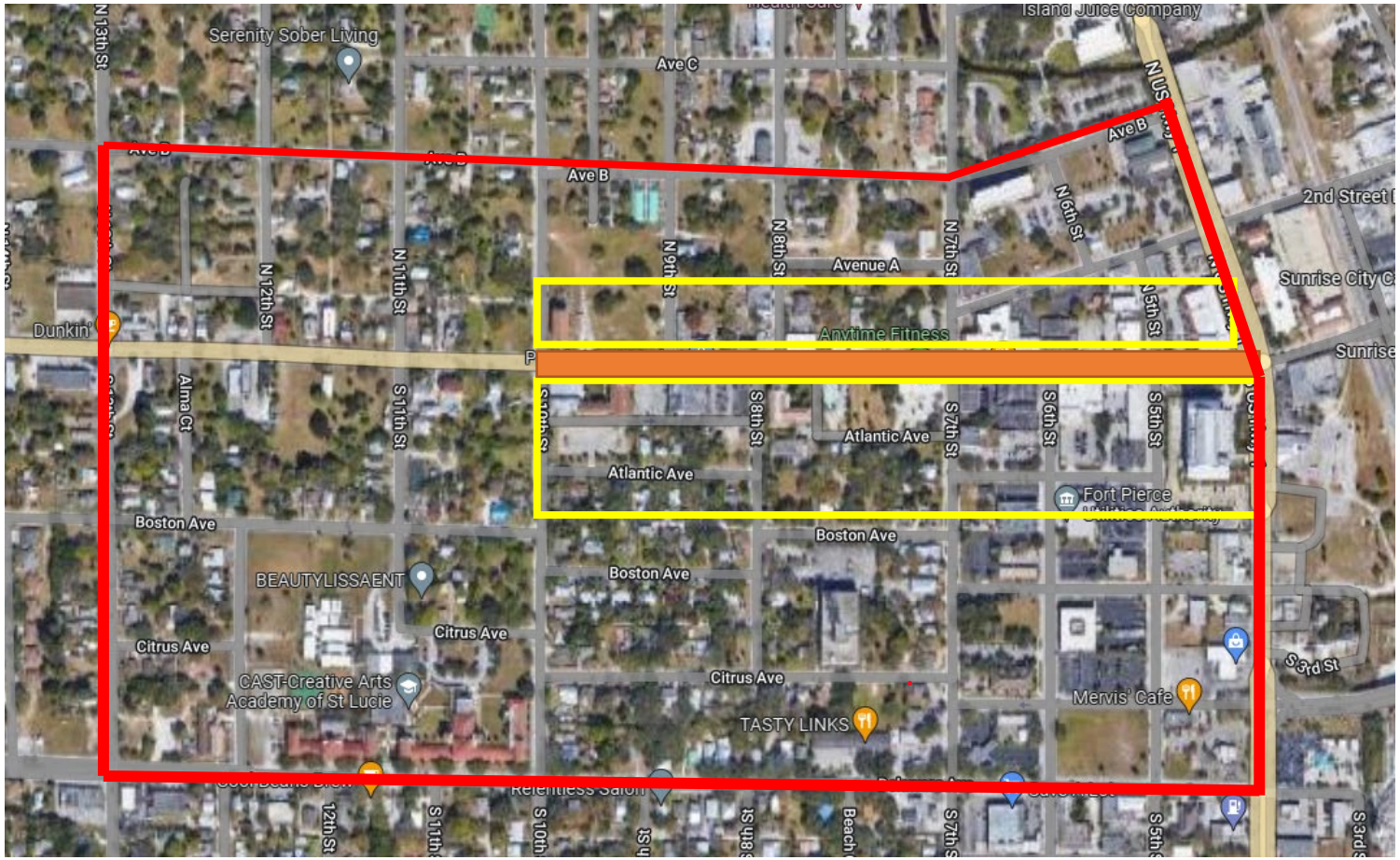
Phase 1

- 22-23 FPRA FY
- PAD Mural Program will use a targeted corridor strategy to ensure effectiveness in experiencing the highest impact during the first implementation (Phase 1).
    - Area of interest: Orange Ave (US-1 to 10th street, Ave. A to Atlantic Ave)
    - This area was selected because of visibility, traffic, walkability, # of and types of developments/businesses in the area, and existing murals/artwork in the area.
    - Property Owner Applications will be available for those in the designated areas.
    - Program Guidelines will be established.
        - Mural Theme: Past, Present & Future of Fort Pierce. The physical environment, unique features, and events can be used as inspiration.



Targeted Corridor

Orange Avenue, from US-1 – 10th Street (5th, 6th, 7th, 8th, 9th, 10th Street) & Avenue A – Atlantic Ave



Orange Ave
Targeted Areas
PAD Boundary

Peacock Arts Dsictrict Mural Program

Phase 2

- 23-24 FPRA FY
- Expansion of the Mural Program into other areas of the PAD.





Phase 1 Timeline

- Jan. 4, 2023 – CRA Advisory Board Meeting Presentation (Postponed)
- Jan. 10, 2023 – FPRA Regular Meeting Presentation
- Jan. 2023 –Property Owner Application Cycle
- Feb.-Mar 2023 – Call for Artists Application Cycle
- Mar. 2023 – Staff Review & Mural Design Selections
- April 2023 – CRA Advisory Board Mural Design Selections
- April 2023 – FPRA Board Mural Design Update
- April 2023 - Property Owner Mural Final Design Selections
- April – May 2023 – Property Owner & Artist Agreements Due & Murals Can begin.
- July/Aug. 2023 – All Murals Completed
- Aug. 2023 – Mural Unveiling w/ all participants & the community

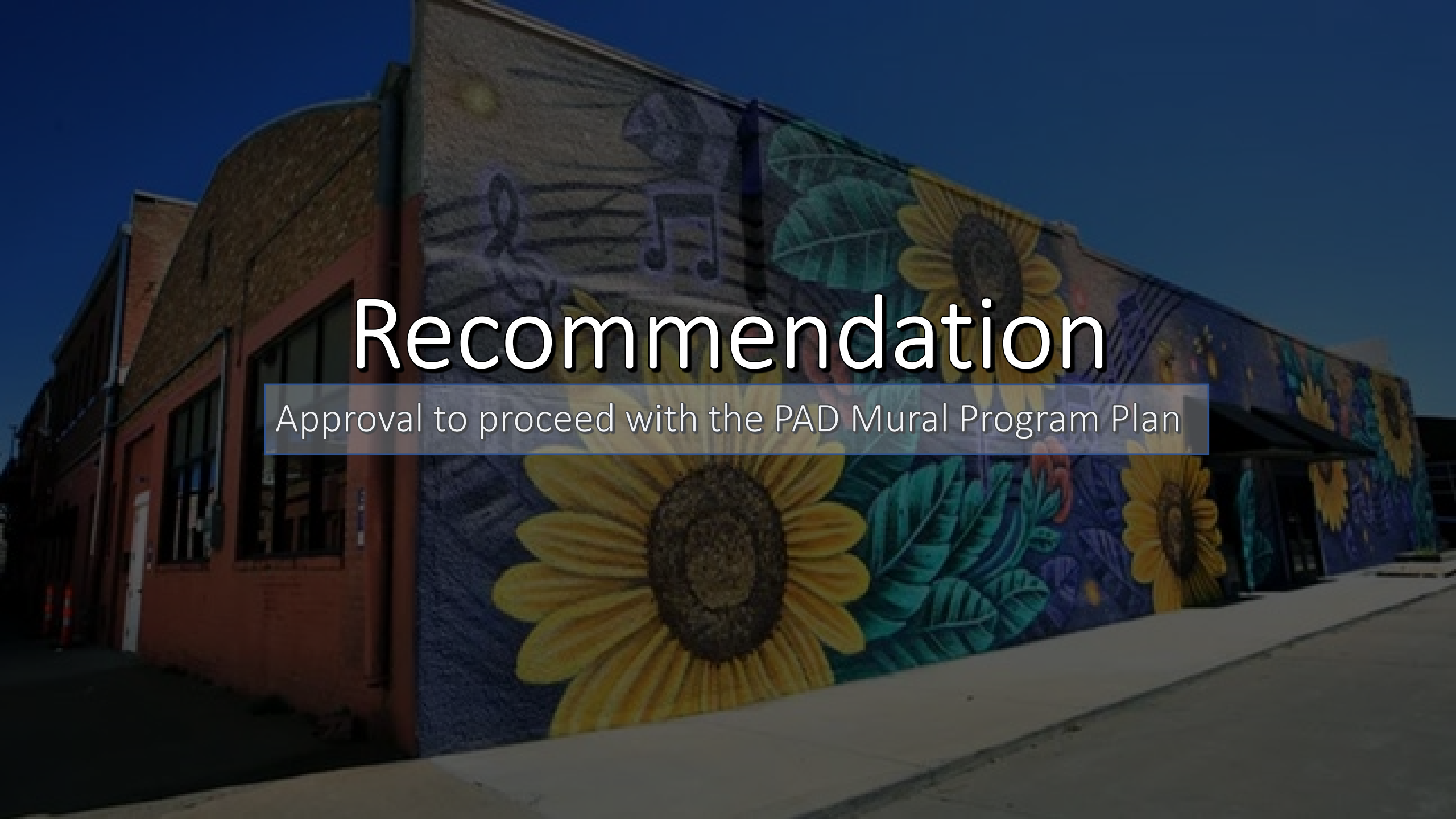
Program Guideline Key Points

Eligible Properties :

- Must not have liens, unpaid/outstanding taxes due, major code violations.
- Minor code violations may be given exceptions, e.g., debris, landscape issues, signage, derelict/inoperable vehicles, chipped/stained/rusted paint, etc.
- Property owners must maintain the murals after installation.

The Domino Effect

- Guidelines will be established for businesses in the PAD that are interested in creating a mural of their own.



Recommendation

Approval to proceed with the PAD Mural Program Plan


Questions?

FPRA Regular Meeting **6. g.**

Meeting Date: June 13, 2023

Re: Approval Executing a PAD Mural Program Property Owner Agreement with Gus Gutierrez, 605 Ministries LLC

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

---

SUBJECT:

Approval Executing a PAD Mural Program Property Owner Agreement with Gus Gutierrez, 605 Ministries LLC

SUMMARY:

After the property owner application cycle in February, participating property owners made the final selection of the mural designs they would like painted on their property. As part of the program, property owners must enter into an agreement with the FPRA to assure an understanding of the expectations from the agency. If the FPRA Board approves to execute the agreement, staff will proceed to work with the property owners for the successful completion of the murals.

RECOMMENDATION:

Staff recommends approval to execute the Property Owner Agreement.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Attachments

Property Owner Agreement

Exhibit A

City of Fort Pierce
PAD Mural Program
Property Owner Agreement

This Agreement is made and entered into this____day of _____, 202__, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and Gustavo Gutierrez (hereinafter referred to as "Property Owner"), owner of property/building located at 605 Orange Ave in the City of Fort Pierce, Florida.

WHEREAS, the City, through the FPRA, has developed the Peacock Arts District (PAD) Mural Program, the purpose of which is to promote and commemorate the City's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The program shall strive for diversity of style, scale, and media represented in a series of murals on buildings in the City; and

WHEREAS, the Property Owner recognizes that the purpose of the program, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the Property Owner and therefore desires to have a mural painted on the side of his or her building; and

WHEREAS, the nature of the PAD Mural Program is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Property Owner hereby agrees to allow the FPRA to have a mural mounted or painted on the **east** wall of the building located at **605 Orange Ave, Fort Pierce, FL.**

2. The dimensions of the mural will be dependent upon the subject and Program. The mural shall be allowed to remain on the wall for a period of five (5) years. The Property Owner has the right to pay for enhancement, maintenance, or removal of the mural.

3. This Agreement may be extended for successive five (5) year periods upon the mutually agreed upon written extension agreement between the Property Owner and the FPRA.

4. During the term, or any extension thereof, at such time as the property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural is located, or the mural otherwise interferes with the Property Owner's use,

occupancy, or control of the property, then at the Property Owner's sole discretion, the Property Owner has the right to cancel this Agreement upon six (6) months written notice to the FPRA.

5. The FPRA agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The murals will be applied directly to the wall on a **prepared surface provided for the artist**. The Property Owner has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The Property Owner shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

6. The Property Owner agrees to provide the FPRA and Mural Artist with reasonable access to the site for such work so as not to interfere with the Property Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the Property Owner at its cost and the mural's condition shall not be allowed to deteriorate. The Property Owner has the right to maintain and clean the mural.

7. The Property Owner understands and agrees that the placement of the mural (copyrighted artwork) on the site in no way entitles the Property Owner to use, at its discretion, the artwork for advertising/profit-making purposes, or any other publicity, except under conditions in which the artwork has been released by both the FPRA and the Artist.

a. The Property Owner may reproduce the artwork for purposes of publicity, awareness, and promotion of the PAD Mural Program pursuant to and subject to the terms of the Artist's Limited Release attached as Exhibit A and incorporated herein by reference. The artwork may not be used for advertising or profit-making by the Property Owner. Any reproduction of the artwork by the Property Owner must contain a credit to the Artist.

8. The Owner agrees to indemnify and hold the FPRA and the City of Fort Pierce and their commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, and employees harmless from all liabilities, third-party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Property Owner's representations and promises and performance of obligations under this Agreement.

9. The City of Fort Pierce's PAD Mural Program Committee will present options to the Property Owner to make the final selection.

10. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida.

11. This Agreement shall be subject to and governed by the laws of the State of Florida.

12. Any notices required pursuant to this Agreement shall be served at the following addresses:

CITY OF FORT PIERCE:
City Manager's Office

City of Fort Pierce

100 N. U.S. Hwy.1

Fort Pierce, FL 34950

PROPERTY OWNER:
Business Name: 605 Ministries LLC

Business Address: 117 Orange Ave Fort Pierce

Florida 34950 (601-605 Orange Ave)

With Copies to:
Tanya Earley
The City Attorney's Office
100 North U.S. Hwy. 1
Fort Pierce, FL 34950

13. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the FPRA and the Property Owner have executed this Agreement as of the date first above written.

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

_____

Linda Cox, City Clerk

_____

Linda Hudson, Chairperson

APPROVED AS TO FORM CORRECTNESS:

By: _____

Tanya Earley, City Attorney

PROPERTY OWNER:

By: gus gutierrez (Jun 6, 2023 13:19 EDT)

Print: Gus Gutierrez

Title: OWNER

Today's Date: Jun 6, 2023

City of Fort Pierce
PAD Mural Program
Artist's Limited Release

I, Nicole Holderbaum, as the ARTIST of the Work of Art titled Pavonini hereby consent to and give permission for the Property Owner located at 605 Orange Ave, Fort Pierce, FL to reproduce the Work of Art for publicity, awareness, and promotion of the PAD Mural Program. Such reproduction may include the use of the Work of Art on social media by the Property Owner. The Work of Art may not, however, be used for advertising or profit-making by the Property Owner. Any reproduction of the Work of Art by the Property Owner must contain a credit to the ARTIST.

ARTIST:

Signature: Nico

Print: _Nicole Holderbaum

Today's Date: _Jun 6, 2023

PAD Mural Program Artist Limited Release_Nicole_605 Orange Ave

Final Audit Report 2023-06-06

Created:	2023-06-06
By:	Marsha Noel (mnoel@cityoffortpierce.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6aeCm_ArY-wMLqikBBsWXRY-Fpdda3md

"PAD Mural Program Artist Limited Release_Nicole_605 Orange Ave" History

Document created by Marsha Noel (mnoel@cityoffortpierce.com)
2023-06-06 - 7:02:30 PM GMT

Document emailed to amy@leftlanecreative.xyz for signature
2023-06-06 - 7:05:14 PM GMT

Email viewed by amy@leftlanecreative.xyz
2023-06-06 - 7:16:05 PM GMT

Signer amy@leftlanecreative.xyz entered name at signing as Nicole Holderbaum
2023-06-06 - 7:23:56 PM GMT

Document e-signed by Nicole Holderbaum (amy@leftlanecreative.xyz)
Signature Date: 2023-06-06 - 7:23:58 PM GMT - Time Source: server

Agreement completed.
2023-06-06 - 7:23:58 PM GMT

FPRA Regular Meeting **6. h.**

Meeting Date: June 13, 2023

Re: Approval Executing a PAD Mural Program Property Owner Agreement with Stanley Synkoski, 4616 Investment LLC

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

---

SUBJECT:

Approval Executing a PAD Mural Program Property Owner Agreement with Stanley Synkoski, 4616 Investment LLC

SUMMARY:

After the property owner application cycle in February, participating property owners made the final selection of the mural designs they would like painted on their property. As part of the program, property owners must enter into an agreement with the FPRA to assure an understanding of the expectations from the agency. If the FPRA Board approves to execute the agreement, staff will proceed to work with the property owners for the successful completion of the murals.

RECOMMENDATION:

Staff recommends approval to execute the Property Owner Agreement.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Attachments

Property Owner Agreement

City of Fort Pierce
PAD Mural Program
Property Owner Agreement

This Agreement is made and entered into this____day of _____, 2023, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and Stanley Synkoski (hereinafter referred to as "Property Owner"), owner of property/building located at 500 Orange Avenue in the City of Fort Pierce, Florida.

WHEREAS, the City, through the FPRA, has developed the Peacock Arts District (PAD) Mural Program, the purpose of which is to promote and commemorate the City's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The program shall strive for diversity of style, scale, and media represented in a series of murals on buildings in the City; and

WHEREAS, the Property Owner recognizes that the purpose of the program, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the Property Owner and therefore desires to have a mural painted on the side of his or her building; and

WHEREAS, the nature of the PAD Mural Program is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Property Owner hereby agrees to allow the FPRA to have a mural mounted or painted on the east and west wall of the building located at 500 Orange Avenue.

2. The dimensions of the mural will be dependent upon the subject and Program. The mural shall be allowed to remain on the wall for a period of five (5) years. The Property Owner has the right to pay for enhancement, maintenance, or removal of the mural.

3. This Agreement may be extended for successive five (5) year periods upon the mutually agreed upon written extension agreement between the Property Owner and the FPRA.

4. During the term, or any extension thereof, at such time as property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural is located, or the mural otherwise interferes with the Property Owner's use,

occupancy, or control of the property, then at the Property Owner's sole discretion, the Property Owner has the right to cancel this Agreement upon six (6) months written notice to the FPRA.

5. The FPRA agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The murals will be applied directly to the wall on a **prepared surface provided for the artist**. The Property Owner has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The Property Owner shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

6. The Property Owner agrees to provide the FPRA and Mural Artist with reasonable access to the site for such work so as not to interfere with the Property Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the Property Owner at its cost and the mural's condition shall not be allowed to deteriorate. The Property Owner has the right to maintain and clean the mural.

7. The Property Owner understands and agrees that the placement of the mural (copyrighted artwork) on the site in no way entitles the Property Owner to use, at its discretion, the artwork for advertising/profit making purposes, or any other publicity, except under conditions in which the artwork has been released by both the FPRA and the Artist.

8. The Owner agrees to indemnify and hold the FPRA and the City of Fort Pierce and their commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, and employees harmless from all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Property Owner's representations and promises and performance of obligations under this Agreement.

9. The City of Fort Pierce's PAD Mural Program Committee will present options to the Property Owner to make the final selection.

10. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida.

11. This Agreement shall be subject to and governed by the laws of the State of Florida.

12. Any notices required pursuant to this Agreement shall be served at the following addresses:

CITY OF FORT PIERCE:
City Manager's Office
City of Fort Pierce
100 N. U.S. Hwy.1
Fort Pierce, FL 34950

PROPERTY OWNER:
Business Name: 4616 Investment LLC
Business Address: 2005 Coconut Dr.
Fort Pierce, FL 34949-3307

With Copies to:
Tanya Earley
The City Attorney's Office
100 North U.S. Hwy. 1
Fort Pierce, FL 34950

13. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the FPRA and the Property Owner have executed this Agreement as of the date first above written.

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Cox, City Clerk

Linda Hudson, Chairperson

APPROVED AS TO FORM CORRECTNESS:

By: _____
Tanya Earley, City Attorney

PROPERTY OWNER:

By: Stanley A Synkoski
Stanley A Synkoski (May 30, 2023 15:09 EDT)

Print: Stanley Synkoski

Title: OWNER

Today's Date: May 30, 2023

Property Owner Agreement_PAD Mural Program_Final_500 Orange Ave

Final Audit Report 2023-05-30

Created:	2023-05-30
By:	Marsha Noel (mnoel@cityoffortpierce.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzagJxHjGUhRnYuZunby1VU8KVWr88O3W

"Property Owner Agreement_PAD Mural Program_Final_500 Orange Ave" History

Document created by Marsha Noel (mnoel@cityoffortpierce.com)
2023-05-30 - 4:46:09 PM GMT

Document emailed to fivehundredorange@gmail.com for signature
2023-05-30 - 4:47:15 PM GMT

Email viewed by fivehundredorange@gmail.com
2023-05-30 - 7:06:58 PM GMT

Signer fivehundredorange@gmail.com entered name at signing as Stanley A Synkoski
2023-05-30 - 7:09:33 PM GMT

Document e-signed by Stanley A Synkoski (fivehundredorange@gmail.com)
Signature Date: 2023-05-30 - 7:09:35 PM GMT - Time Source: server

Agreement completed.
2023-05-30 - 7:09:35 PM GMT

FPRA Regular Meeting **6. i.**

Meeting Date: June 13, 2023

Re: Approval Executing a PAD Mural Program Property Owner Agreement with Gus Gutierrez, Botanical Sanctuary

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

---

SUBJECT:

Approval Executing a PAD Mural Program Property Owner Agreement with Gus Gutierrez, Botanical Sanctuary

SUMMARY:

After the property owner application cycle in February, participating property owners made the final selection of the mural designs they would like painted on their property. As part of the program, property owners must enter into an agreement with the FPRA to assure an understanding of the expectations from the agency. If the FPRA Board approves to execute the agreement, staff will proceed to work with the property owners for the successful completion of the murals.

RECOMMENDATION:

Staff recommends approval to execute the Property Owner Agreement.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Attachments

Property Owner Agreement

Exhibit A

City of Fort Pierce
PAD Mural Program
Property Owner Agreement

This Agreement is made and entered into this____day of _____, 202__, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and Gustavo Gutierrez (hereinafter referred to as "Property Owner"), owner of property/building located at 710 Orange Ave in the City of Fort Pierce, Florida.

WHEREAS, the City, through the FPRA, has developed the Peacock Arts District (PAD) Mural Program, the purpose of which is to promote and commemorate the City's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The program shall strive for diversity of style, scale, and media represented in a series of murals on buildings in the City; and

WHEREAS, the Property Owner recognizes that the purpose of the program, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the Property Owner and therefore desires to have a mural painted on the side of his or her building; and

WHEREAS, the nature of the PAD Mural Program is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Property Owner hereby agrees to allow the FPRA to have a mural mounted or painted on the **east and south** wall of the building located at **710 Orange Ave, Fort Pierce, FL.**

2. The dimensions of the mural will be dependent upon the subject and Program. The mural shall be allowed to remain on the wall for a period of five (5) years. The Property Owner has the right to pay for enhancement, maintenance, or removal of the mural.

3. This Agreement may be extended for successive five (5) year periods upon the mutually agreed upon written extension agreement between the Property Owner and the FPRA.

4. During the term, or any extension thereof, at such time as the property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural is located, or the mural otherwise interferes with the Property Owner's use,

occupancy, or control of the property, then at the Property Owner's sole discretion, the Property Owner has the right to cancel this Agreement upon six (6) months written notice to the FPRA.

5. The FPRA agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The murals will be applied directly to the wall on a **prepared surface provided for the artist**. The Property Owner has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The Property Owner shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

6. The Property Owner agrees to provide the FPRA and Mural Artist with reasonable access to the site for such work so as not to interfere with the Property Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the Property Owner at its cost and the mural's condition shall not be allowed to deteriorate. The Property Owner has the right to maintain and clean the mural.

7. The Property Owner understands and agrees that the placement of the mural (copyrighted artwork) on the site in no way entitles the Property Owner to use, at its discretion, the artwork for advertising/profit-making purposes, or any other publicity, except under conditions in which the artwork has been released by both the FPRA and the Artist.

a. The Property Owner may reproduce the artwork for purposes of publicity, awareness, and promotion of the PAD Mural Program pursuant to and subject to the terms of the Artist's Limited Release attached as Exhibit A and incorporated herein by reference. The artwork may not be used for advertising or profit-making by the Property Owner. Any reproduction of the artwork by the Property Owner must contain a credit to the Artist.

8. The Owner agrees to indemnify and hold the FPRA and the City of Fort Pierce and their commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, and employees harmless from all liabilities, third-party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Property Owner's representations and promises and performance of obligations under this Agreement.

9. The City of Fort Pierce's PAD Mural Program Committee will present options to the Property Owner to make the final selection.

10. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida.

11. This Agreement shall be subject to and governed by the laws of the State of Florida.

12. Any notices required pursuant to this Agreement shall be served at the following addresses:

CITY OF FORT PIERCE:

City Manager's Office
City of Fort Pierce
100 N. U.S. Hwy.1
Fort Pierce, FL 34950

PROPERTY OWNER:

Business Name: Botanical Sanctuary

Business Address: 117 Orange Ave Fort Pierce Fl 34950

With Copies to:
Tanya Earley
The City Attorney's Office
100 North U.S. Hwy. 1
Fort Pierce, FL 34950

13. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the FPRA and the Property Owner have executed this Agreement as of the date first above written.

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

_____

Linda Cox, City Clerk

_____

Linda Hudson, Chairperson

APPROVED AS TO FORM CORRECTNESS:

By: _____

Tanya Earley, City Attorney

PROPERTY OWNER:

By: gus gutierrez (Jun 6, 2023 13:22 EDT)

Print: Gus Gutierrez

Title: OWNER

Today's Date: Jun 6, 2023

City of Fort Pierce
PAD Mural Program
Artist's Limited Release

I, Zoey Bridges, as the ARTIST of the Work of Art titled Guardians of the Grove hereby consent to and give permission for the Property Owner located at 710 Orange Ave, Fort Pierce, FL to reproduce the Work of Art for publicity, awareness, and promotion of the PAD Mural Program. Such reproduction may include the use of the Work of Art on social media by the Property Owner. The Work of Art may not, however, be used for advertising or profit-making by the Property Owner. Any reproduction of the Work of Art by the Property Owner must contain a credit to the ARTIST.

ARTIST:

Signature: *Zoey Bridges* Zoey Bridges (Jun 6, 2023 12:36 EDT)

Print: _Zoey Bridges

Today's Date: _Jun 6, 2023

FPRA Regular Meeting **6. j.**

Meeting Date: June 13, 2023

Re: Approval Executing a PAD Mural Program Property Owner Agreement with Gus Gutierrez, Dance Ministries LLC

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

---

SUBJECT:

Approval Executing a PAD Mural Program Property Owner Agreement with Gus Gutierrez, Dance Ministries LLC

SUMMARY:

After the property owner application cycle in February, participating property owners made the final selection of the mural designs they would like painted on their property. As part of the program, property owners must enter into an agreement with the FPRA to assure an understanding of the expectations from the agency. If the FPRA Board approves to execute the agreement, staff will proceed to work with the property owners for the successful completion of the murals.

RECOMMENDATION:

Staff recommends approval to execute the Property Owner Agreement.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Attachments

Property Owner Agreement

Exhibit A

City of Fort Pierce
PAD Mural Program
Property Owner Agreement

This Agreement is made and entered into this____day of _____, 202__, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and Gustavo Gutierrez (hereinafter referred to as "Property Owner"), owner of property/building located at 616 Atlantic Ave in the City of Fort Pierce, Florida.

WHEREAS, the City, through the FPRA, has developed the Peacock Arts District (PAD) Mural Program, the purpose of which is to promote and commemorate the City's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The program shall strive for diversity of style, scale, and media represented in a series of murals on buildings in the City; and

WHEREAS, the Property Owner recognizes that the purpose of the program, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the Property Owner and therefore desires to have a mural painted on the side of his or her building; and

WHEREAS, the nature of the PAD Mural Program is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Property Owner hereby agrees to allow the FPRA to have a mural mounted or painted on the **west** wall of the building located at **616 Atlantic Ave, Fort Pierce, FL.**

2. The dimensions of the mural will be dependent upon the subject and Program. The mural shall be allowed to remain on the wall for a period of five (5) years. The Property Owner has the right to pay for enhancement, maintenance, or removal of the mural.

3. This Agreement may be extended for successive five (5) year periods upon the mutually agreed upon written extension agreement between the Property Owner and the FPRA.

4. During the term, or any extension thereof, at such time as the property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural is located, or the mural otherwise interferes with the Property Owner's use,

occupancy, or control of the property, then at the Property Owner's sole discretion, the Property Owner has the right to cancel this Agreement upon six (6) months written notice to the FPRA.

5. The FPRA agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The murals will be applied directly to the wall on a **prepared surface provided for the artist**. The Property Owner has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The Property Owner shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

6. The Property Owner agrees to provide the FPRA and Mural Artist with reasonable access to the site for such work so as not to interfere with the Property Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the Property Owner at its cost and the mural's condition shall not be allowed to deteriorate. The Property Owner has the right to maintain and clean the mural.

7. The Property Owner understands and agrees that the placement of the mural (copyrighted artwork) on the site in no way entitles the Property Owner to use, at its discretion, the artwork for advertising/profit-making purposes, or any other publicity, except under conditions in which the artwork has been released by both the FPRA and the Artist.

a. The Property Owner may reproduce the artwork for purposes of publicity, awareness, and promotion of the PAD Mural Program pursuant to and subject to the terms of the Artist's Limited Release attached as Exhibit A and incorporated herein by reference. The artwork may not be used for advertising or profit-making by the Property Owner. Any reproduction of the artwork by the Property Owner must contain a credit to the Artist.

8. The Owner agrees to indemnify and hold the FPRA and the City of Fort Pierce and their commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, and employees harmless from all liabilities, third-party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Property Owner's representations and promises and performance of obligations under this Agreement.

9. The City of Fort Pierce's PAD Mural Program Committee will present options to the Property Owner to make the final selection.

10. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida.

11. This Agreement shall be subject to and governed by the laws of the State of Florida.

12. Any notices required pursuant to this Agreement shall be served at the following addresses:

CITY OF FORT PIERCE:

City Manager's Office
City of Fort Pierce
100 N. U.S. Hwy.1
Fort Pierce, FL 34950

PROPERTY OWNER:

Business Name: Dance Ministries LLC

Business Address: 117 Orange Ave Fort Pierce Fl 34950

With Copies to:
Tanya Earley
The City Attorney's Office
100 North U.S. Hwy. 1
Fort Pierce, FL 34950

13. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the FPRA and the Property Owner have executed this Agreement as of the date first above written.

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Cox, City Clerk

Linda Hudson, Chairperson

APPROVED AS TO FORM CORRECTNESS:

By: _____
Tanya Earley, City Attorney

PROPERTY OWNER:

By: gus gutierrez (Jun 6, 2023 13:20 EDT)

Print: Gus Gutierrez

Title: OWNER

Today's Date: Jun 6, 2023

Property Owner Agreement PAD Mural Program with Artist Release_616 Atlantic Ave

Final Audit Report 2023-06-06

Created:	2023-06-06
By:	Marsha Noel (mnoel@cityoffortpierce.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO3pGkt89-zVHwnbhTAg1dcg2eKkC4Fuh

"Property Owner Agreement PAD Mural Program with Artist Release_616 Atlantic Ave" History

Document created by Marsha Noel (mnoel@cityoffortpierce.com)
2023-06-06 - 5:00:30 PM GMT

Document emailed to gus gutierrez (houseanddesigns@gmail.com) for signature
2023-06-06 - 5:01:21 PM GMT

Email viewed by gus gutierrez (houseanddesigns@gmail.com)
2023-06-06 - 5:19:34 PM GMT

Document e-signed by gus gutierrez (houseanddesigns@gmail.com)
Signature Date: 2023-06-06 - 5:20:20 PM GMT - Time Source: server

Agreement completed.
2023-06-06 - 5:20:20 PM GMT

Adobe Acrobat Sign

City of Fort Pierce
PAD Mural Program
Artist's Limited Release

I, Lorna Samara Ash, as the ARTIST of the Work of Art titled Awena hereby consent to and give permission for the Property Owner located at 616 Atlantic Ave, Fort Pierce, FL to reproduce the Work of Art for publicity, awareness, and promotion of the PAD Mural Program. Such reproduction may include the use of the Work of Art on social media by the Property Owner. The Work of Art may not, however, be used for advertising or profit-making by the Property Owner. Any reproduction of the Work of Art by the Property Owner must contain a credit to the ARTIST.

ARTIST:

Signature: _____

Print: _Lorna Samara Ash_____

Today's Date: _Jun 6, 2023_____

FPRA Regular Meeting **7. a.**

Meeting Date: June 13, 2023

Re: Surplus Property Redevelopment Update

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Surplus property redevelopment update for 1409 Avenue J and 2002 Avenue M

SUMMARY:

Surplus properties 1409 Avenue J and 2002 Avenue M were sold to Progression Properties on November 30, 2021, with a deed restriction that the grantee was required to commence construction within eighteen (18) months.
The grantee has failed to meet that requirement.

RECOMMENDATION:

Provide an extension to commence the construction as directed by FPRA Board.

ALTERNATIVES:

Re-enter the property and revert the property to Grantor, its successors and assigns as per Quit Claim Deed.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist
Shyanne Harnage, Economic Developement Manager

COORDINATED WITH:

Tanya Earley, City Attorney

Attachments

1409 Avenue J Deed

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4971935 OR BOOK 4746 PAGE 268, Recorded 12/28/2021 01:10:31 PM Doc Tax: $43.40

This instrument prepared by:
Tyson Waters, Esq.
Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Blvd.
Stuart, Florida 34994

Parcel I.D. No. 2404-810-0004-000-1
Consideration: $6,200.00

QUIT-CLAIM DEED

(THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION)

THIS QUIT-CLAIM DEED is executed this 30th day of November, 2021, by **FORT PIERCE REDEVELOPMENT AGENCY,** a Dependent Special District of the City of Fort Pierce, Florida, having an address of 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("**Grantor**"), to **PROGRESSION PROPERTIES LLC,** a Florida limited liability company ("**Grantee**"), having an address of 21415 Lake Ibis Lane SW, Vero Beach, Florida 32962.

WITNESSETH:

For and in consideration of the sum of ten dollars ($10.00) paid by Grantee to Grantor, and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby remise, release, and quitclaim unto the said Grantee, all that certain piece, parcel or tract of land lying and being in the County of St. Lucie, State of Florida, more particularly described as follows:

SEE ATTACHED EXHIBIT A (the "**Property**").

NOTWITHSTANDING THE FOREGOING, pursuant to that certain City of Fort Pierce Bid No. 2021-023, by and between Grantor and Grantee (a copy of which is on file with the City Clerk), if Grantee fails to commence the improvements as described therein in compliance with the Code of Ordinances of the City of Fort Pierce within eighteen (18) months from the date hereof, then Grantor, its successors and assigns, shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee forever; subject to reservations, easements, covenants, restrictions, and limitations of record and all existing public utilities, encroachments, ways, and servitudes howsoever created.

THIS QUIT-CLAIM DEED is subject to all matters and encumbrances of public records, including but not limited to easements and other interests of the Grantor or other third parties which may touch and concern the Property.

AND Grantor hereby releases all right, title, and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the said Property, and Grantor hereby releases all privileges and rights of entry and all privileges which Grantor may have to mine and develop the same under Section 270.11, Florida Statutes.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its undersigned, all in pursuance of due and lawful authority, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print: L. Ramos

Print: Brittany Meredith

FORT PIERCE REDEVELOPMENT AGENCY,
a Dependent Special District of the City of Fort Pierce, Florida

By: Linda Hudson
Name: Linda Hudson
Title: Chairperson

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of November, 2021, by Linda Hudson, as Chairperson of the FORT PIERCE REDEVELOPMENT AGENCY, a Dependent Special District of the City of Fort Pierce, Florida, on behalf of said agency, who is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

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

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

EXHIBIT A
(The Property)

Re-S/D of Jellisons S/D Blk C Lots 4 & 5 as recorded in the Public Records of St. Lucie County, Florida.

FPRA Regular Meeting **7. b.**

Meeting Date: June 13, 2023

Re: Fisherman's Wharf

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Fisherman's Wharf Update

Attachments

Agreement for Purchase and Development of Fisherman's Wharf
First Amendment
Second Amendment
Third Amendment
Email Update from C. Shelli
Conceptual Plan
Fisherman's Wharf Update Presentation

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**").

W I T N E S S E T H:

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 exsiting 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 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:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Pierce"

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

By: C. M. Shelli
Christopher Shelli
Manager

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
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

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:

Print Name: Latoya Ransom

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, Interim City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [X] 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

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Linda W. Cox
Print Name: Linda Cox

Brittany Meredith
Print Name: Brittany Meredith

"FPRA"

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

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

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
Comm# GG121327
Expires 9/9/2021

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

1:2,257

0 90 180 360 ft

0 25 50 100 m

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand).

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

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

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 ANDLESS 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

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

Total Areas

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

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

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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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

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

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

Total Areas

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

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

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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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

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

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

Total Areas

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

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

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.)

W I T N E S S E T H:

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

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		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 3.1 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.

SAMPLE

§ 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 refuses or fails 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 for 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.

SAMPLE

§ 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:_____		X:_____	
Name and Title:		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**").

W I T N E S S E T H:

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:

Cameron Smith
Print Name: Cameron Smith

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Pierce"

PIERCE 1 MARINA, LLC, a Florida limited liability company

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

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 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:

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]

WALTER LEE DOBBINS
Commission # GG 225503
Expires August 19, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

[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
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 31st 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:

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

By: Linda Hudson

Print Name: Brittany Meredith

Print Name: Linda Hudson

Title: Chairwoman

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

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5099940 OR BOOK 4891 PAGE 1231, Recorded 09/20/2022 04:42:17 PM

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.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

By: C. M. Shelli

Print Name: Christopher Shelli

Title: Manager

Print Name: Bethany Merritt

Print Name: Stacy Robinson

STATE OF Kentucky
COUNTY OF Woodford

The foregoing instrument was acknowledged before me by means of [X] 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, [X] 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 Kentucky
Print Name: Teri Lane Neal
Commission #: 609455
My Commission Expires: 9-24-22

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name: Latoya Ransom

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
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 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

LatoyaRansom
Print Name: LatoyaRansom

Brittany Meredith
Print Name: Brittany Meredith

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

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

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5170078 OR BOOK 4965 PAGE 2426, Recorded 03/24/2023 10:12:06 AM

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 14th 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**").

W I T N E S S E T H:

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:

Print Name: Tammi JO Buchanan

Print Name: W. Lee Dobbins

"Pierce"

PIERCE 1 MARINA, LLC, a Florida limited liability company

By: C. M.

Print Name: Christopher Shelli

Title: Manager

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 9th day of March, 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:

Notary Public, State of Florida
Print Name: Tammi Jo Buchanan
Commission #: HH 275581
My Commission Expires: 6/13/2026

[Affix Notary Seal]

TAMMI JO BUCHANAN
Commission # HH 275581
Expires June 13, 2026

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Celia Howard

Print Name: Latoya Ransom

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
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 6th day of March, 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) [X] 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:

Print Name: Tonya Ransum

Print Name: Brittany Meredith

"FPRA"

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

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

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 14th day of March, 2023, 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

From: Fort Christophers Information
To: Nick Mimms
Cc: Shyanne Harnage
Subject: Fisherman"s Wharf
Date: Wednesday, May 24, 2023 12:35:03 PM
Attachments: Pierce 1 - Site Plan Visual Fishermans Wharf - Signed Contract.pdf

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Nick & Shyanne,

I wanted to thank you for the productive meeting the other day regarding the re-development of Fisherman's Wharf. I wanted to quickly summarize where our team is currently at.

We e-mailed staff and the FPRA board members a few weeks ago the visual site plan as it was laid out the day we signed the contract to re-develop Fisherman's Wharf. This is an effort to give everyone a visual feel for what we are trying to accomplish and what everyone at the time voted unanimously for. I have attached a copy of this in this email as well.

You will see the "Ample" amount of free public access to this property via the updated fish cleaning stations, FREE public docking, the boardwalk surrounding the waterfront and the various PUBLIC restaurants, and retail stores on the waterfront. Please remember this a public waterfront destination and this team has not changed the plan since the day we signed the contract.

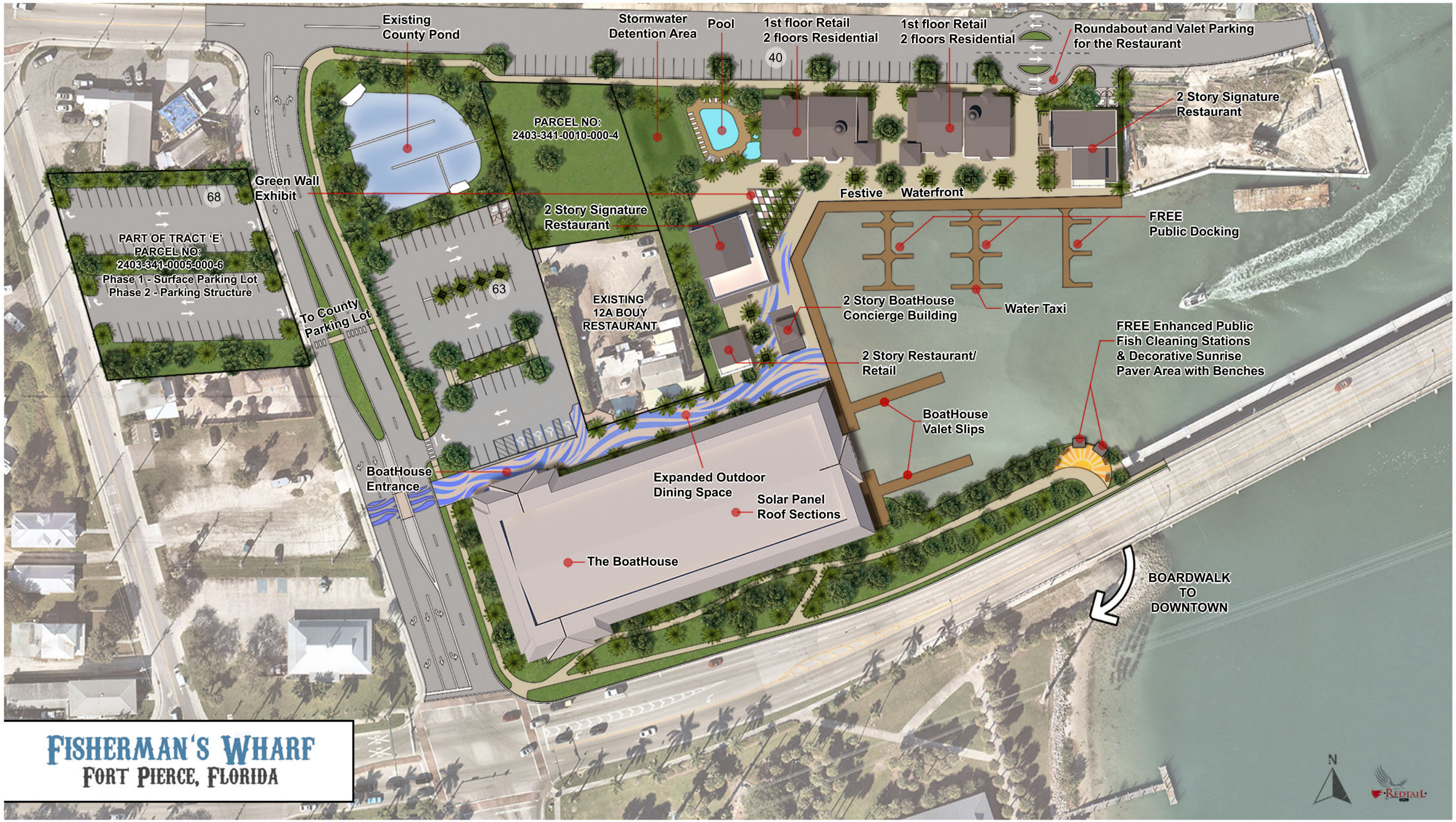
We are working with St. Lucie County and contributing financially to help with the removal and new location of a better and safer boat ramp at Harbour Pointe.
Our team is committed to try our very best to have the new boat ramp operational before we take down the black pearl boat ramp at Fisherman's Wharf. We would like to try to make this transition as seamless as possible for the public.

I would like to think that the city is working with the powers to be in Tallahassee to see if there is any flexibility in the reverter price of $1.98M. Our team is digesting the possibility of a partial contribution. However, we would like to see more confidence on behalf of the FPRA board to move this project forward. Our team is extremely excited to continue to move forward.

I have bcc'd the FPRA board members on this e-mail to expedite the update process.

Thank You,

Christopher Shelli
518.858.1790
Info@fortchristophers.com


Existing
County Pond
Stormwater
Detention Area
Pool
1st floor Retail
2 floors Residential
1st floor Retail
2 floors Residential
Roundabout and Valet Parking
for the Restaurant
40
2 Story Signature
Restaurant
PARCEL NO:
2403-341-0010-000-4
Green Wall
Exhibit
Festive
Waterfront
FREE
Public Docking
2 Story Signature
Restaurant
68
PART OF TRACT 'E'
PARCEL NO:
2403-341-0005-000-6
Phase 1 - Surface Parking Lot
Phase 2 - Parking Structure
63
To County
Parking Lot
EXISTING
12A BOUY
RESTAURANT
2 Story BoatHouse
Concierge Building
Water Taxi
FREE Enhanced Public
Fish Cleaning Stations
& Decorative Sunrise
Paver Area with Benches
2 Story Restaurant/
Retail
BoatHouse
Valet Slips
BoatHouse
Entrance
Expanded Outdoor
Dining Space
Solar Panel
Roof Sections
The BoatHouse
BOARDWALK
TO
DOWNTOWN
FISHERMAN'S WHARF
FORT PIERCE, FLORIDA
N
REDTAIL



FISHERMAN'S WHARF

FPRA BOARD • 6-13-23

CITY RESPONSIBILITIES

LAND DEVELOPMENT APPROVALS

- City will proceed with approval process once Pierce provides responses to TRC comments.

INTERLOCAL AGREEMENT WITH SLC FOR ADJACENT PARCELS

- ILA on hold as developer seeks purchase agreement with SLC for adjacent parcels for parking.

CURE TITLE OBJECTIONS

- Trustees of the Internal Improvement Fund of Florida Reversionary Rights.
  - $1,980,000 commitment required. To be discussed at 7/17 City Commission meeting.
- Fisherman's Wharf Bulkhead Boat Ramp and Basin Project Agreement with St. Lucie County
  - Termination Agreement drafted with reimbursement provisions if site dedication is removed: $378,558.54 to SLC; $325,648.85 to FIND

DEVELOPER RESPONSIBILITIES

Provide City with responses to TRC Comments to move forward with Development Approvals.

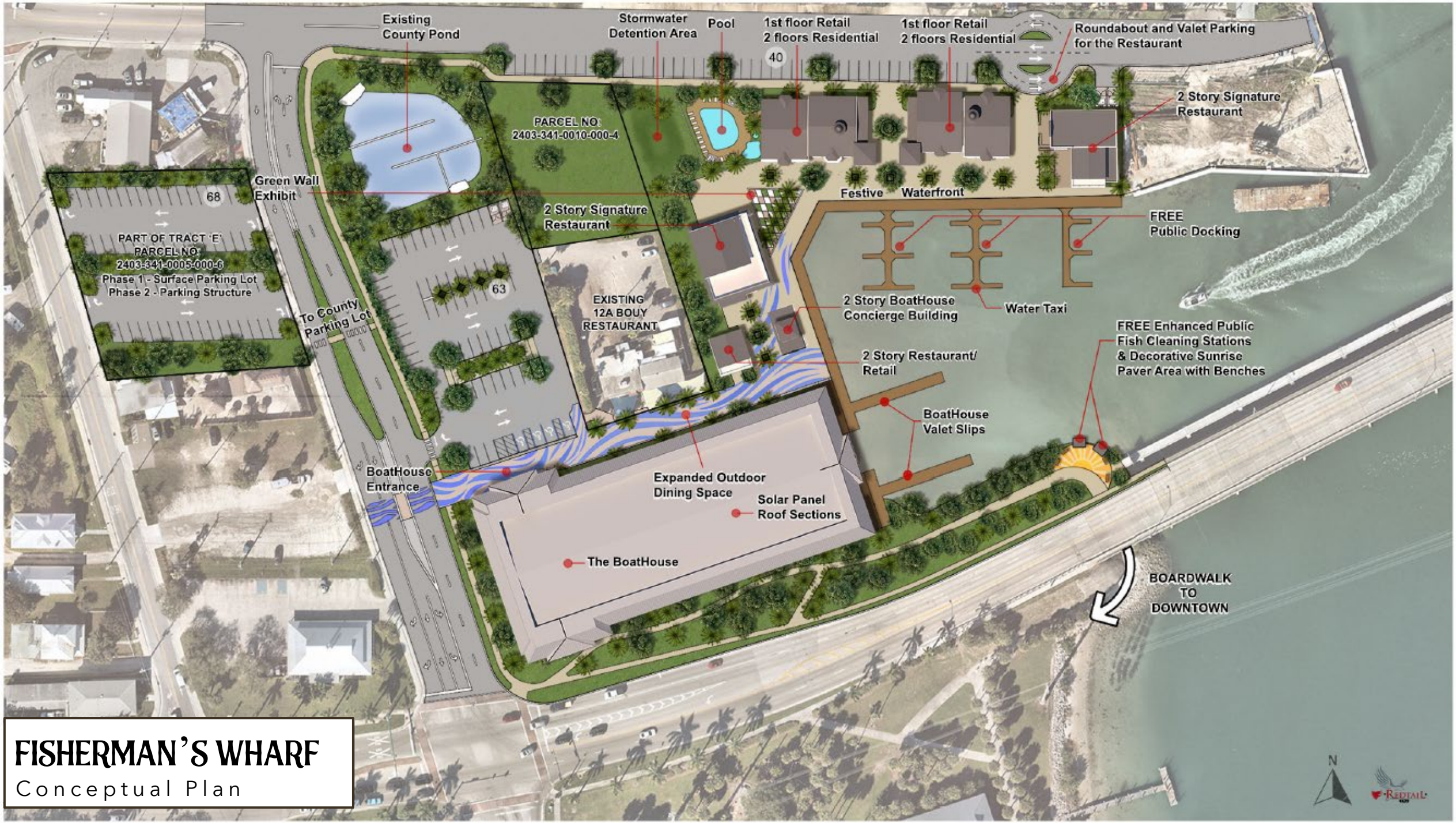
- In process

Boat ramp relocation and repayment of FIND Grant.

- **From Pierce 1:** *We are working with St. Lucie County and contributing financially to help with the removal and new location of a better and safer boat ramp at Harbour Pointe. Our team is committed to try our very best to have the new boat ramp operational before we take down the black pearl boat ramp at Fisherman's Wharf. We would like to try to make this transition as seamless as possible for the public.*

Enter into agreement with City for construction of any improvements to Fisherman's Wharf (the street)

Obtain approvals required by FDEP, FWC and any other development approvals to construct and operate the project.



FISHERMAN'S WHARF

Conceptual Plan

FPRA Regular Meeting **8.**
Meeting Date: June 13, 2023
Re:

SUBJECT:
STAFF COMMENTS

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Programs & Activities Update

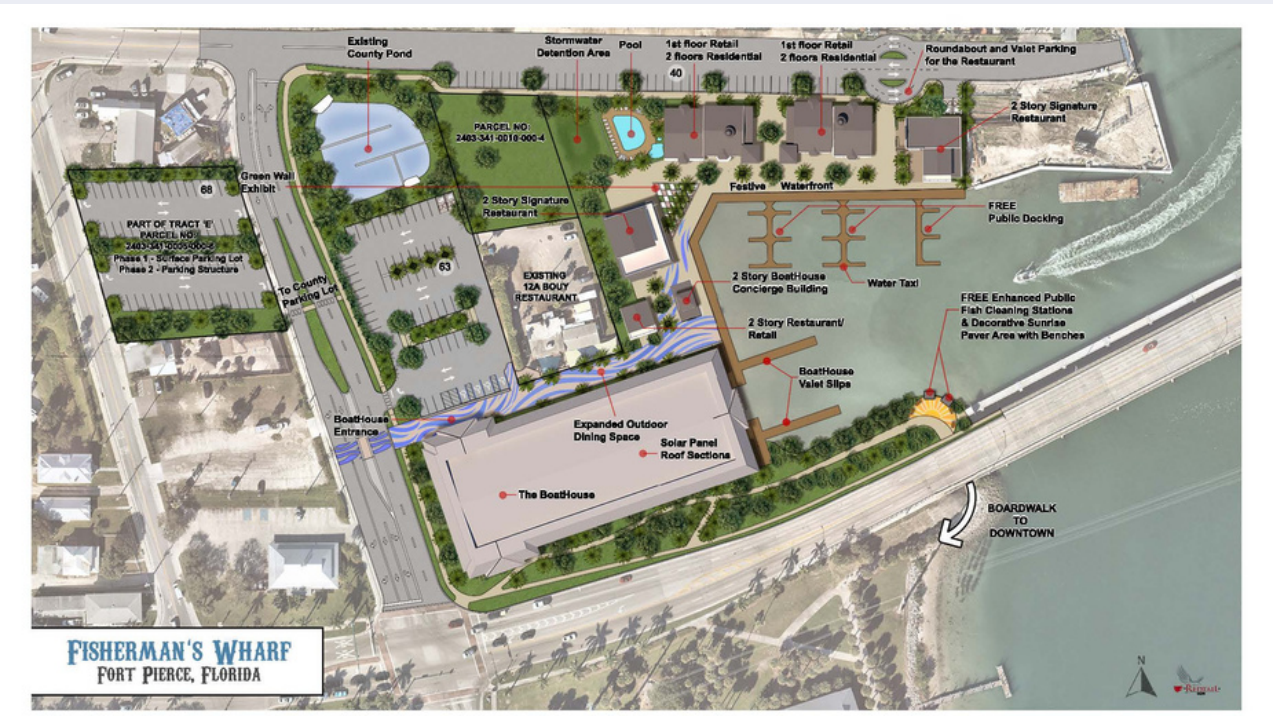


Programs & Activities Summary

Fort Pierce

IT'S BETTER IN THE FORT

FISHERMAN'S WHARF



The City Commission approved the third amendment on March 6, 2023, extending the deadline for the City to cure the title and survey objections to September 12, 2023. The City is working diligently to resolve the state reversionary rights which will require a commitment of $1,980,000 to move forward. This item is slated be discussed at the July 17, 2023 City Commission Meeting. An update will be provided to the FPRA Board at the June 13, 2023 meeting.

In addition, 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.

KINGS LANDING

- Audubon Development has completed ten month excavation project removing remaining debris (1500 tons) from the site. Clean concrete / rock debris donated to St Lucie County Coastal Conservation for artificial reef.

- Audubon Development has commenced a ninety-day groundwater sampling program as required by Florida Department of Environmental Protection.

- Construction plans, landscape plans, and irrigation plans for both the Phase I main site and Villas have been prepared, and submitted to all regulatory agencies for site work construction approvals. Villa Plans were altered to accommodate Edgartown Citizens concerns of a wall of garage doors facing AE Backus Ave. Enclave now features small lane entry with rear-load garage. Two units have been proposed to be added for a total of ten to accommodate redesign.

- Site construction commencement is tentatively scheduled for August 2023.

- Final hotel plans are currently being coordinated Mainsail Development. This task should be completed by the 4th Quarter of 2023.

- Audubon Development has been actively coordinating with the City of Fort Pierce Engineering Dept and FPUA on divisions of responsibility for DEO Grant Funding for improvements to utilities, infrastructure, and roadways.

INFILL LIEN
REDUCTION PROGRAM

The first two properties to take advantage of the Infill Lien Reduction Program (803 Avenue B and 201 North 8th Street) have successfully completed construction and received their Certificate of Occupancy. Since this milestone was achieved within the required timeframe, the property owner is now eligible to receive a 50% refund of the hard costs paid. Without this program, these parcels might still be sitting vacant. We look forward to the continued success of this program.

"The program helped us immensely by removing previous liens which gave us more money to build in low-income areas and improve the community overall. Our main goal is to beautify the City."

BEATRIZ PEREIRA
President of DDR Graphics & Marketing

803 AVE B





201 N 8TH STREET





DOWNTOWN MASTER PLAN

With a rich history in agriculture and deep-sea fishing, fueled by the City's proximity to the Atlantic Ocean, Fort Pierce has maintained its small-town character for years. With recent rapid and dense population growth, the City identified the need to develop a Downtown Master Plan that would promote high-quality redevelopment that aligns with the City's history, charm, and high standard of living. The result is an implementation-focused, community-driven Plan, informed by the voices of the vibrant community. The Plan seeks to leverage an abundance of City-owned waterfront property, to promote a vibrant and walkable mixed-use district. Since the Plan was formally accepted by the FPRA Board in November 2022, it has been presented to various community groups like the Fort Pierce Yacht Club and Ocean Village HOA.

In addition, several of the Phase 1 projects identified in the Plan have been included in the FPRA Capital Improvement Plan and staff is exploring funding opportunities to make the vision a reality. The Downtown Master Plan is also planned to be submitted for a Florida Redevelopment Agency Best Book Award.

HIGHWAYMEN MUSEUM

The project has received all the needed approvals paving the way for work to begin on renovating the Jackie Caynon Building to create the museum. Staff will be meeting with the contractor to establish a schedule within the next several weeks.



OAKS AT MOORE'S CREEK

The installation of the infrastructure is ongoing, and crews are working to complete this segment of the 15 single-family affordable workforce housing development by the end of August 2023





MEANS COURT CENTER

Representatives of the Incubate Neighborhood Center met with the Building Department to discuss the status of the change of use application and were provided with feedback to assist INC in its resubmission of the application and revised plans for the proposed improvements.

THE ROOT

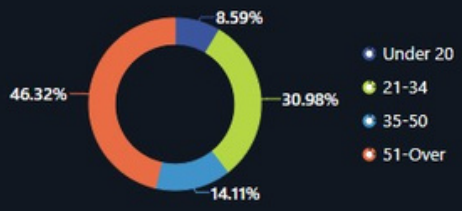
Lincoln Park Young Professionals continue efforts to rejuvenate their attempts to complete The Root, a highly anticipated outdoor community entertainment venue. The organization has submitted a formal request to extend the lease for an additional 5 years.

FREEBEE

RIDERSHIP FOR MAY 2023

COMPLETED RIDES	PASSENGERS	AVG DRIVER RATING
678	1,210	4.95

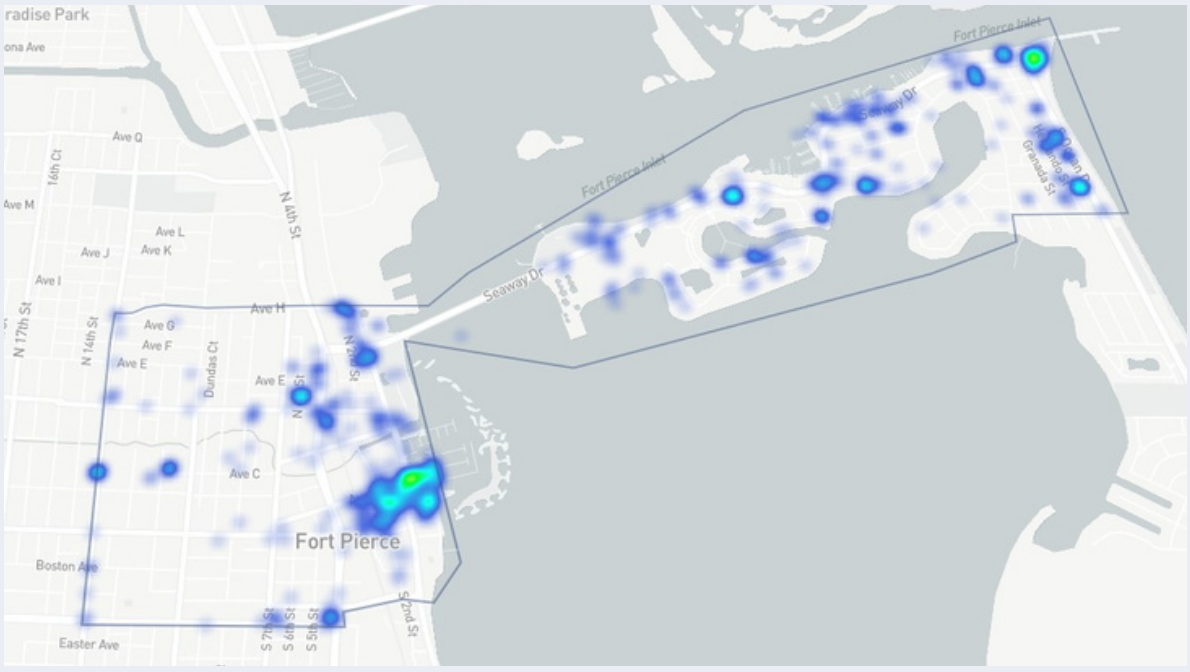
MEN DRIVEN	FEMALE DRIVEN	VMT
636	575	0



RIDES BY WAITING TIMES	0-10 MIN	10-15 MIN	15-20 MIN	20-30 MIN	30+ MIN
	540	95	28	13	2

APP RIDES	FLAG DOWN RIDES	DISPATCH RIDES	UNIQUE RIDES
481	197	25	382

HEAT MAP



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 were reviewed by the staff evaluation committee and subsequently the CRA Advisory Committee before making a recommendation to the FPRA Board for award on May 9th.

The FPRA Board approved staff's recommendation to enter negotiations with the highest ranked respondent, Don Bell Signs, Inc. Negotiations are underway and staff expected to bring the agreement before the board at the July 11th meeting.

PAINT PROGRAM

The FPRA Paint Program has proven to be highly successful in enhancing the appearance of the FPRA District. We are pleased to announce the relaunch of the program and are eager to see the further positive impact it will have.

312 N 16TH STREET



BEFORE



AFTER

616 ATLANTIC AVE



BEFORE



AFTER

1502 FABER COURT



BEFORE



AFTER

OLD ST. ANASTASIA

The Old St. Anastasia RFP received one response during the last cycle. Staff is working with the Purchasing Division to determine reasons for the low response and will attempt a new strategy for the next RFP. More information will be forthcoming.

SMALL BUSINESS DEVELOPMENT

The small business recommendation action plan will be presented at the next FPRA meeting in July. It will focus on a plan to implement a small business development program and how to do business with the city.

DOWNTOWN 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 April and May 2023. Officers continued to check with our local businesses within the downtown area and are providing positive feedback from the owners and staff as well as the visiting public. 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.

SCHOOL RESOURCE OFFICERS

Officer Stephens continues to be a positive role model for the student body through her Leadership Mentoring Program. She continues to be the check in person for the previous student mentioned who has recently become homeless. Officer Stephens worked with school administration to strengthen relationships by being part of a Staff Vs. Students Basketball game. Officer Stephens has also completed 3 threat assessments during this month. They were all found to be transient in nature. Dan McCarty staff and Officer Stephens participated in monthly code red/ ire drills as required by the Marjory Stoneman Douglas Act.

Officer Goz continues to be a major role model as a mentor for the student body of C.A. Moore Elementary as a School Safety Patrol Leader. Officer Goz continues to manage the “Food Pantry Service” which provides meals for approximately 50 students during off-school days. Due to the addition of bicycles in the schools Officer Goz has been utilizing his to patrol the school grounds and has used them during school arrival and school dismissal. Officer Goz completed 2 threat assessments during this month that were found transient in nature. Chester A Moore staff and Officer Goz participated in the monthly code red/ fire drills as required by the Marjory Stoneman Douglas Act.

Officer Smith continues to Support the SRO Unit by covering when needed during the month of April she covered both schools and completed 1 threat assessment during this month that was found transient in nature.

Officer Goz attended web-based training through NTAC: Averting Targeted School Violence





