

FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, July 11, 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 the Minutes from June 13, 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 Security Enhancements, 1234 Avenue D, Securitas Electronic Security, Inc, Uniontown, OH, in the amount of \$86,155.17
- b. Approval of Fire Alarm Installation Proposal, 1234 Avenue D, to Fire Equipment Services, Inc., for the amount of \$27,290.00.

- c. Approval of Fire Suppression System Installation Proposal, 1234 Avenue D, Veteran Fire Services, Inc., for the amount of \$64,310.00
- d. Approval of Amended and Restated Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative.
- e. Approval of Request for Execution of a 2' Utility Easement Deed at The Oaks at Moore's Creek Phase II

7. **NEW BUSINESS**

- a. Review and Accept FY 2024 FPRA Project Based Budget
- b. Small Business Development Action Plan

8. **STAFF COMMENTS**

9. **BOARD COMMENTS**

10. **ADJOURNMENT**

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

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

FPRA Regular Meeting

4. a.

Meeting Date: July 11, 2023

Re: Approval of Minutes from June 13, 2023, FPRA Regular Meeting.

SUBJECT:

Approval of the Minutes from June 13, 2023 FPRA Regular Meeting.

Attachments

Approval of Minutes from June 13, 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, JUNE 13, 2023.

1. CALL TO ORDER

Chairperson Linda Hudson called the June 13, 2023, FPRA Regular Meeting to order at 5:05 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

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

4. APPROVAL OF MINUTES

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the minutes from the April 11, 2023, FPRA Regular Meeting.

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

Passed

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the May 9, 2023, FPRA Regular Meeting.

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

Passed

City Clerk, Linda Cox, informed the Board of added item 6 k.

City Manager, Nick Mimms, gave an overview of add item 6 k.

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.

Kevin Keele
Rick Modine
Gregory Simmons
Tim Collier
Christa Stone
Mark Walters
Brad Shorner

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
- k. ADDED ON ITEM: Approval of Letter of Support to the Florida Department of Economic Opportunity for a Community Planning Technical Assistance Grant Application on behalf of Main Street Fort Pierce and Lincoln Park Main Street.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the Consent Agenda with the addition of item 6 k.

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

Passed

7. NEW BUSINESS

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

Redevelopment Specialist, Miriam Garcia, presented an update for both surplus properties and addressed questions posed by the Board.

The Board discussed the parameters outlined in the original agreement.

Pamela Corritthers from Progression Properties, LLC. provided an update and addressed questions posed by the Board regarding property at 1409 Avenue J and 2002 Avenue M.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve a 150-day extension for the commencement of construction for both properties.

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

NAY: Commissioner Jeremiah Johnson

Passed

- b. Fisherman's Wharf Update

Economic Development Manager, Shyanne Harnage, presented Fisherman's Wharf update and addressed questions posed by the Board.

The Board discussed the license agreement associated with this parcel.

8. STAFF COMMENTS

City Manager, Nick Mimms, explained staff recommendation regarding surplus property and mentioned the included activities report.

The Board discussed the need for the process to be streamlined.

9. BOARD COMMENTS

Commissioner Jeremiah Johnson reiterated the community's need for additional parking spaces and boat ramps.

City Clerk, Linda Cox, agreed to add the water/port charrette to the agenda as a backup.

10. ADJOURNMENT

Chairperson Hudson adjourned the meeting at 6:32 p.m.

ATTEST:

CITY CLERK

CHAIRPERSON

FPRA Regular Meeting

6. a.

Meeting Date: July 11, 2023

Re: Approval of Security Enhancements, 1234 Avenue D

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

SUBJECT:

Approval of Security Enhancements, 1234 Avenue D, Securitas Electronic Security, Inc, Uniontown, OH, in the amount of \$86,155.17

SUMMARY:

With the proposed improvements to the Jackie L. Caynon Building at 1234 Avenue D, which will house the City of Fort Pierce Highwaymen Museum, additional security measures are needed to provide the tools to monitor the facility, providing safety and security for the public while visiting the museum.

Securitas Electronic Security is a single-source vendor that provides all the security needs for City Hall and remote sites.

Please note that this quote excludes the monthly Service & Support Schedule of \$41.00.

HB7057 further extends FS Ch. 119 providing exemptions for physical, logical, and cybersecurity which applies to this aspect of this agenda item therefore only the cover page, total quote amount and signature pages are being provided.

It is on this basis that the Purchasing Manager recommend that competitive procurement be waived and that the above item be treated as a "Single Source" commodity.

RECOMMENDATION:

Staff recommends approval of the proposed security enhancements.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
DeVoshay Johnson, Information Technology Director

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023
Account: 104-9400-554-000-000
Amount: \$86,155.17

OTHER INFORMATION:

This quote excludes the Service & Support Schedule monthly fee of \$41.00 and the monthly charges per Schedule of Service (after warranty) in the amount of \$1,262.53. This is a single source.

Attachments

Security Enhancement Proposal

Prepared For:



City of Fort Pierce - Fort Pierce, FL - 1234 Avenue D - Security Enhancement Rev.04 - 415713-18

DeVoshay Johnson
CITY OF FORT PIERCE (FL)
100 N US HWY 1
Fort Pierce, FL , 34950
772.467.3748
djohnson@cityoffortpierce.com

Prepared By:
Securitas Electronic Security, Inc.
3800 Tabs Drive
Uniontown, OH 44685
Phone: 1-855-331-0359
Miguel Casanova
Sr Account Executive Regional Enterprise
914-872-4470
miguel.casanova@securitates.com

Project Site:
City of Fort Pierce
1234 Ave D
Fort Pierce, FL , 34950
772.467.3748

3 Purchase Investment Summary:

Pricing Breakdown

Material Schedule	\$42,879.21
LaborSchedule:	\$10,514.29
Subcontracting & Cable Schedule:	\$32,761.67
	Total: \$86,155.17

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

0% On Order Entry - 40% Upon Installation - 60% On Installation Completion. Payment Terms: Due Upon Receipt.
Service and Support Schedule(Monthly per Location): \$41.00

Note: Billing for all Services, including applicable Service Plans, will be begin upon installation completion or in-service date.

Monthly Charges Per Schedule of Services(After Warranty): \$1,262.53

Customer agrees to pay Securitas Electronic Security, Inc.this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Quarterlyfor a period of 5 year(s).

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

eMail: miguel.casanova@securitates.com

Please issue any Purchase Order or other contract documents to Securitas Electronic Security, Inc.

Customer Expected Completion Date:

This Agreement shall not become binding on Securitas Electronic Security, Inc. until approved and accepted by Securitas Electronic Security, Inc. management as provided below.

Seller:

Buyer:

Securitas Electronic Security, Inc.

CITY OF FORT PIERCE (FL)

Company

Trade, partnership or corporate name if different from above.

100 N US HWY 1

Fort Pierce FL 34950

Address

Address

Miguel Casanova, Sr Account Executive Regional Enterprise

DeVoshay Johnson

Account Representative Name & Title

Name & Title

Securitas ES Management

Authorized Signature

Date

Securitas ES Management Signature Date

FPRA Regular Meeting

6. b.

Meeting Date: July 11, 2023

Re: Approval of Fire Alarm Installation Proposal, 1234 Avenue D

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

SUBJECT:

Approval of Fire Alarm Installation Proposal, 1234 Avenue D, to Fire Equipment Services, Inc., for the amount of \$27,290.00.

SUMMARY:

The installation of a Fire Alarm System is part of the proposed improvements to the Jackie L. Caynon Building, located at 1234 Avenue D, which will house the City of Fort Pierce Highwaymen Museum. The City of Fort Pierce was awarded an African-American Cultural and Historical Grant from the Department of State in the amount of \$483,662.00 to renovate the building to be used for a museum.

Fire Equipment Systems currently provides fire alarm services for the City of Fort Pierce. It is on this basis that the Purchasing Manager recommend that competitive procurement be waived and that the above item be treated as a "Single Source" commodity.

RECOMMENDATION:

Staff recommends approval of the proposal to install a fire alarm system.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2023
Account: 104-9400-554-000-000
Amount: \$27,290.00

OTHER INFORMATION:

The installation of a fire alarm system is part of the proposed improvements to the Jackie L. Caynon Building, which was previously presented to the FPRA Board as part of the Project Based Budget. This is a single source.

Attachments

Fire Alarm Proposal

Fire Equipment Systems of Florida

859 South Kings Highway.
Ft. Pierce, Florida 34945
Office: (772) 710-3473
Fax: (772) 710-3474

Proposal

EF20001025

PROPOSAL SUBMITTED TO City of Fort Pierce		PHONE 772-359-0511	DATE March 31, 2023
STREET 100 US #1		JOB NAME Highwayman Museum	
CITY, STATE AND ZIP CODE Fort Pierce, Florida 34950		JOB LOCATION 1234 Avenue D Fort Pierce, Florida	
POINT OF CONTACT Richard Stauffer	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Fire Equipment Systems to provide the following Service: Install Fire Alarm system to include, One Addressable Fire Alarm Panel and SK 450 EVAX system - 5 Pull stations, 5 smoke detectors, 2 Dust Detectors e/w 3' sampling tubes, control module, and key switches, 1 Horn/strobes OTD, 14 Speaker strobes, 14/2 Plenum wire, 120V surge protection, 24-volt surge protection Batteries, Honeywell Pathway cellular communicator. CAD drawings, Permits, Labor
Total Cost: \$27,290.00

This is project price Only as official drawings have not been issued Final quote will be given when drawings of the plans renovation and electrical final drawings are given. Reserve the right to change once these drawings are in hand.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: Twenty-seven thousand two hundred ninety dollars no cents ----- (\$ 27,290.00)

Payment to be made as follows

50 % down payment is due at signing and 25% when all wiring and boxes are placed balance due at final with AHJ _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike

Manner according to standard practices. Any alteration or deviation from above specifications Involving extra cost will be executed only upon written orders , and will become an extra charge Over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond Our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully Covered by Workers Compensation Insurance.

Authorized
Signature _____

Carol Egers

NOTE: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal – I am the owner of the property being serviced or have the right to represent the owner. I authorize the work set forth herein to be done, or products to be supplied. I agree that Fire Equipment Services of Florida, Inc. is not responsible for loss or damage in case of fire, theft or any cause beyond its control or for any delays caused by unavailability of parts or delays in part shipments by the supplier or transporter. Pursuant to Section 713.58 of the Florida Statutes, until payment is made Fire Equipment Services of Florida, Inc. has a lien upon and right to possession of any personal property upon which authorized work is performed. Any payment not made when due shall bear an interest at the annual rate of 18%. Reasonable attorneys' fees and costs, including for any appeal, incurred by Fire Equipment Services of Florida, Inc; in collection of any sums due hereunder or for any claims or disputes concerning this proposal or invoice shall be paid by the customer.

Signature _____

Signature _____

Date of Acceptance _____

Date of Acceptance _____

FPRA Regular Meeting

6. c.

Meeting Date: July 11, 2023

Re: Approval of Fire Suppression System Installation Proposal, 1234 Avenue D

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

SUBJECT:

Approval of Fire Suppression System Installation Proposal, 1234 Avenue D, Veteran Fire Services, Inc., for the amount of \$64,310.00

SUMMARY:

The installation of a Fire Suppression System is part of the proposed improvements to the Jackie L. Caynon Building, located at 1234 Avenue D, which will house the City of Fort Pierce Highwaymen Museum. The estimated cost to install a fire suppression system is \$64,310.00. The City of Fort Pierce was awarded an African American Cultural and Historical Grant from the Department of State in the amount of \$483,662.00 to renovate the building to be used for a museum.

Veteran Fire Services currently provides services for the City of Fort Pierce. It is on this basis that the Purchasing Manager recommend that competitive procurement be waived and that the above item be treated as a "Single Source" commodity.

RECOMMENDATION:

Staff recommends approval of the proposal to install a fire suppression system.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2023
Account: 104-9400-554-000-000
Amount: \$64,310.00

OTHER INFORMATION:

The installation of a fire suppression system is part of the proposed improvements to the Jackie L. Caynon Building, which was previously presented to the FPRA Board as part of the Project Based Budget. This is a single source.

Attachments

Fire Suppression Proposal



VETERAN FIRE SERVICES INC.

861 S. Kings Hwy.
Ft. Pierce, FL. 34945

Tel: 772-466-6330

Fax: 772-461-4265

Customer Name: City of Fort Pierce

Project Name: Highway Men Museum

Date: 05/11/2023

Dear Sir:

We are pleased to offer our quotation based upon the provided bid documents. Our quotation is to furnish and install pipe, fittings, devices, valves and supports as necessary for an automatic sprinkler system throughout the proposed area. Our proposal is based upon specifications, drawings, and the following detailed Scope of Work and qualification criteria.

Your cost for the above referenced project based on the following specified application layout criteria is:

Overhead Fire Sprinkler System: Eighteen Thousand Thirty Dollars (\$18,030.00).

Underground Fire Water Main: Forty-Six Thousand Two Hundred Eighty Dollars (\$46,280.00).

Total Fire System Cost: Sixty-Three Thousand Three Hundred Ten Dollars (\$64,310.00).

Thank you for the opportunity to submit our proposal. We look forward to your favorable consideration. Should you have any questions or require additional information, please contact us at your earliest convenience. This offer valid for 30 days from the date of this proposal after which it is subject to our review.

The price quoted is subject to a mutually acceptable subcontract agreement subject to the Terms and Conditions attached hereto or Fire Equipment Services of East Coast's standard Terms and Conditions attached for your reference.

Sincerely,

William Kimmen
President
Veteran Fire Services Inc.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER

CONDITIONS ATTACHED HERETO. This Proposal shall be void if not accepted in writing within 15 days.

City of Fort Pierce
Attn: Rick Stauffer
52 Savannah Rd
Fort Pierce FL 34954

Fire Equipment Services of East Coast Inc.
861 S. Kings Hwy.
Fort Pierce, FL 34945

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: William Kimmen
Title: Vice President
License Number (if applicable): FPC21-000045

Scope of Work

Systems Application Layout

The overhead fire sprinkler system shall be Light Hazard designed with a discharge rate of 0.10 gpm / sq. ft. over a 1500 sq. ft. design area. Fire sprinkler heads to be chrome pendant with a maximum coverage of 225 sq ft. per head.

Section 1: Overhead Systems

We have included:

- 1.1) Complete materials and labor to install systems as outlined in Systems Application Layout.
- 2.1) Fire Equipment Services commences work at suitable outlet approximately 1'-0" AFF for the overhead fire system.
- 3.1) Sales tax of the state where the project is located.
- 4.1) Permit and/or plan check fees for this installation as required for this installation.
- 5.1) Design and engineering of the quoted systems.

Section 2: Underground

We have included:

- 1.2) The underground fire system water main, backflow preventer, post indicator valve and fire department connection.
- 2.2) Veteran Fire Services begins work at the underground city water main.
- 3.2) Sawcut of the parking area.
- 4.2) Wet tap of existing water main.
- 5.2) Backfill of the open trench with coquina rock in preparation for new asphalt.
- 6.2) Asphalt over the saw cut.

Section 3: Water Availability

- 1.3) Preliminary information indicates that water is available in the volume specified and the pressure required. It is the Buyer's responsibility, however, to provide adequate water for the sprinkler system as proposed.

Section 4: General Qualifications and Clarifications

- 1.4) Meet the latest adoption of NFPA codes and state and local authorities.
- 2.4) This quotation is based upon work being performed during normal working hours and days. No "off-hours" premium cost, or overtime has been included.
- 3.4) Materials, and equipment, will be as allowed by NFPA and industry standards.
- 4.4) Price based on ready access to job site through security system.
- 5.4) Veteran Fire Services will receive fair and equal jobsite and workplace access.

Section 5: Conditions

We have excluded:

- 1.5) The removal and replacement of the dropped ceiling to accommodate the installation of the system.

Section 6: General Exclusions - (*Work and items to be provided by others*)

We do not include the following items of work or related costs:

- 1.6) Overtime – normal working hours between 7 a.m. and 4:30 p.m. – Monday through Friday.
- 2.6) Performance and Payment Bond (may be supplied upon request and for an additional fee).
- 3.6) Electrical wiring or alarm system or wiring. Sprinkler contractor to provide only components directly connected to the sprinkler system by wired by others.

Terms and Conditions

- 1. Payment.** A mobilization payment may be invoiced upon acceptance of this proposal and the customer's order. Progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customer shall make payments cash in advance or upon delivery or as otherwise specified by Company. Where Customer establishes and maintains credit satisfactory to Company, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. If this Agreement extends beyond one year, Fire Equipment Services may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.
- 2. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work.
- 3. Limitation Of Liability; Limitations Of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold
- 5. Excavation.** In the event the Work includes excavation, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen obstruction encountered or shoring required.
- 6. Site Facilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system.
- 7. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by It or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal, shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.
- 8. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.
- 9. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).
- 10. Changes, Alterations, Additions.** Changes, alterations and additions to the Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of said work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.
- 11. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.
- 12. Back-charges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.
- 17. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment to others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.
- 18. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.
- 19. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on Customer's general liability and auto liability policies.
- 20. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned.
- 21. Delays.** Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other

Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

4. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. . All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising there from. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING. The Customer further agrees to:

- provide Customer access to the Covered System(s) to be serviced,
- supply suitable electrical service, heat, heat tracing, and adequate water supply,
- provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage. Such measures shall continue until the Covered System(s) are operational. Customer shall notify Company as soon as practical under the circumstances.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

15. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

16. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the

details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

22. Exclusions/Force Majeure. This Agreement expressly excludes, without limitation, reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, parts, service, attachments, or devices, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses. Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

23. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Florida shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

25. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

26. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. LEGAL FEES. COMPANY SHALL BE ENTITLED TO RECOVER FROM THE CUSTOMER ALL REASONABLE LEGAL FEES INCURRED IN CONNECTION WITH COMPANY ENFORCING THE TERMS AND CONDITIONS OF THIS AGREEMENT.

FPRA Regular Meeting

6. d.

Meeting Date: July 11, 2023

Re: Amended and Restated ILA for Downtown Smart City Initiative

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

SUBJECT:

Approval of Amended and Restated Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative.

SUMMARY:

In May 2021, the Fort Pierce Redevelopment Agency, City of Fort Pierce, and Fort Pierce Utilities Authority entered into an Interlocal Agreement to implement a Smart City Initiative in Downtown Fort Pierce. This initiative will provide high-speed wireless capabilities to the downtown with four strategically located kiosks and free public Wi-Fi. The funding source of this project will come from the Fort Pierce Redevelopment Agency by utilizing up to \$250,000 of the excess funds from the sale of the tax credits related to the cleanup of the former H.D. King Power Plant site. The agreement has a ten-year term which includes public Wi-Fi provided as a service to the City through FPUAnet. The cost of the public Wi-Fi is included in the \$250,000 funding provided by the FPRA.

The amendment is needed to change timelines and location of kiosks, eliminate the smart poles and add free public Wi-Fi at the Manatee Center and Marina Square. The majority of the underground and fiber infrastructure is completed with every item other than the actual kiosk installation to be completed by August 2023. Kiosks are expected to be installed and active by February 2024.

RECOMMENDATION:

Approve Amended and Restated Interlocal Agreement

ALTERNATIVES:

Amend or deny Amended and Restated Interlocal Agreement

RESPONSIBLE STAFF:

Jason Mittler, FPUANet Manager
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

City Attorney

Fiscal Impact

Fiscal Year: 2023
Amount: \$250,000

OTHER INFORMATION:

Proceeds from the sale of the H.D. King Site tax credit certificate.

Attachments

Executed Interlocal Agreement

Amended and Restated Interlocal Agreement

**INTERLOCAL AGREEMENT
FOR THE
DOWNTOWN FORT PIERCE
SMART CITY INITIATIVE**

This Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative (the “**Agreement**”) is entered into by and between the **FORT PIERCE UTILITIES AUTHORITY**, a municipal utility authority created by the charter of the City of Fort Pierce, (“**FPUA**”), and the **CITY OF FORT PIERCE**, a Florida municipal corporation (the “**City of Fort Pierce**”) 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**”).

RECITALS

WHEREAS, a Smart City is a connected urban environment that uses wireless services and networked systems to improve connectivity, enhance public access to information, improve communications capabilities, and automate public services to promote a more efficient, sustainable and innovative community environment; and

WHEREAS, in recognition of society’s evolution towards an increasingly connected and urbanized society, communities are embracing the use of technology and these “Smart City” concepts to improve the quality of life of their citizens; and

WHEREAS, the City has authorized and encouraged FPUA to provide communications and internet services to Fort Pierce and the surrounding community, and

WHEREAS, the City and FPUA now wish to work together and utilize the FPUAnet communication services to implement a Smart City Initiative in downtown Fort Pierce that will have long-term economic benefits, improve public engagement, increase access to information, provide enhanced communications and wireless connectivity to the people who work, live and vacation in downtown Fort Pierce; and

WHEREAS, the City has agreed to provide up to \$250,000 (two-hundred fifty thousand dollars) toward this Downtown Smart City initiative, which will be funded through the use of the remaining excess funds from the sale of certain tax credits related to the FPUA voluntary cleanup and remediation of the former H.D. King Power Plant site.

NOW, THEREFORE, in consideration of the above and the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROJECT SCOPE**

The Downtown Smart City Initiative is the next step toward implementing a city-wide plan to expand FPUAnet's infrastructure and communications technology, and improve access to the internet in the downtown Fort Pierce community.

The Downtown Smart City Initiative will include the following basic elements:

- (i) Extension of the FPUAnet fiber optic infrastructure, and installation of the networking and power supply needed for the smart kiosks and smart streetlights necessary to implement the project.
- (ii) Installation of four smart kiosks featuring touchscreens, cameras, and Wi-Fi capability for public Wi-Fi service. In addition, the City and FPUA will have access to one mobile kiosk that may be available upon request for special events at no additional cost. The kiosks will display user friendly information about the Fort Pierce area, and include wayfinding maps and integration. The kiosks will be built with safety glass that is weather resistant and viewable with polarized eyewear. The smart kiosks will be installed at the following locations unless otherwise agreed upon by the City and FPUA: Fort Pierce City Marina Square, corner of 2nd Street and Orange Ave, corner of Ave A Indian River Drive and Manatee Observation Center plaza.
- (iii) Installation of smart streetlights featuring photocell lighting control for on-demand lighting. The smart streetlights are dimmable and can be used for holiday lighting and vendor connectivity. The smart streetlights will include wireless mesh transceivers with Wi-Fi capability for public Wi-Fi service. The smart streetlights will also have a speaker for broadcasting music, public announcements or safety alerts. The location of the smart streetlights is to be determined with input from FPUA and the City. The exact number of smart streetlights will be determined based on the final system design, parameters and pricing negotiated with the selected vendor that is evaluated by the City and FPUA.
- (iv) The first five years of software licensing fees, and the recurring fees for the maintenance, upgrades, and broadband service with unlimited data access for the smart kiosks, smart streetlights, with free public Wi-Fi is included at no additional cost to the City beyond the \$20,000 one-time payment noted below in Section 3, Project Timeline and Costs. The cost of this service is being subsidized through a revenue share with the kiosk vendor based on advertising sales that will be managed between FPUA and the selected vendor.

2. **PROJECT ADMINISTRATION AND OWNERSHIP**

FPUA will manage and administer all aspects of the Smart City Initiative design and buildout, and will initiate and carryout all tasks necessary for completion of the project. The City will have input on the project throughout its implementation, and will retain oversight for any permitting for the Smart City installations. FPUA staff will work with the

City for the issuance of any necessary permits. As administrator of the project, FPUA will coordinate all aspects of the project, including the system design and deployment, and the necessary infrastructure upgrades for installation of the equipment and networking systems that are required. FPUA will also be responsible for coordination and sourcing of all materials and equipment needed for the project, including the smart kiosk and smart streetlights, and the award any contracts for the design, installation and maintenance of the Smart City infrastructure and equipment.

Once completed FPUA will be responsible for coordinating all maintenance and support of the smart kiosks through the contracted vendor. The vendor will retain ownership of the kiosks. FPUA will provide the necessary broadband access and data services under the terms of this agreement for five years following the date of implementation (the "Go-Live Date"). FPUA will also be responsible for working with the vendor on the mapping and software integration, as well as any needed software updates, maintenance and repairs.

As the administrator of the project, FPUA will be responsible for working with the kiosk vendor to set up and manage the information and content on the kiosk. The City will approve all City related content before it is live on the kiosks. The City and FPUA will be provided free marketing space on the smart kiosks for advertising and informational displays in the form of one 10 second spot on each one-minute advertising loop. The spots will be shared equally between the City and FPUA, and either party may allow the other to use its allotted space more frequently when requested for special events or as need arises. The 10 second spots can be continuous using looped content and updates will be pre-scheduled for the month. FPUA and the City will each coordinate their respective content updates with the kiosk vendor. The City and FPUA will provide content guidelines to the vendor and approve the content in advance. All content will be family friendly, and no ads for smoking, drinking, or any political or controversial content will be permitted. FPUA and the City will have final approval of all advertising content and may request removal of any content considered inappropriate. The shared goal will be to display content that is informational and entertaining to the public. If either the City or FPUA object to any content they will work together to resolve any concerns or the content will be pulled from display. FPUA will share any data and information received through the smart kiosks with the City.

Following the installation and implementation of the smart streetlights the City will take ownership of the streetlights and FPUA will provide the necessary broadband access and data services under the terms of this agreement for five years after the implementation and Go-Live Date, including free public Wi-Fi access. FPUA will update and maintain the lighting components of the smart streetlights under the same general terms and conditions as the existing City streetlight program described in the memorandum on Billing for City Owned Streetlights dated August 17, 1993, and subsequent FPUA resolutions for electric rates and LED Streetlights (including any future revisions thereto). The networking and Wi-Fi components of the smart streetlights will be owned by FPUA. For the duration of this

Agreement the recurring costs for software, maintenance, upgrades and broadband data access and bandwidth services (including free public Wi-Fi) provided by FPUA will not exceed the \$20,000 as noted below for the period of this agreement. FPUA will coordinate and perform any software and hardware updates to maintain the networking and Wi-Fi capabilities of the smart streetlights in good working condition.

3. **PROJECT TIMELINE AND COSTS**

This Smart City Initiative will begin following the execution of this Agreement by all parties, and is expected to be completed by the third quarter of 2021. The total project cost to the City shall not exceed \$250,000 (two hundred fifty thousand dollars and no cents) which shall be funded through the use of certain excess funds from the sale of the tax credits related to the cleanup of the former H.D. King Power Plant site, which shall be paid to FPUA in accordance with the following phases and milestones. The cost for each phase is estimated. The funding can be reallocated to another phase based on actual construction and material costs.

- **Phase 1 – Engineering & Design**
 - Estimated Cost: \$10,000
 - Timeline for completion: May 2021
 - Payment due upon execution of this Agreement

- **Phase 2 – Fiber & Conduit Infrastructure Installation**
 - Estimated Cost: \$80,000
 - Timeline for completion: August 2021
 - Payment due upon completion of engineering design, City approval of FPUA right-of-way Permit, and approved construction estimates.

- **Phase 3 – Installation & Configuration of 4 Smart Kiosks**
 - Estimated Cost: \$65,000
 - Timeline for completion: September 2021
 - Payment due upon FPUA signing contracts with selected vendors for the system design specifications and required equipment, which includes the kiosks and smart streetlights, with copy of bid or agreement for services.

- **Phase 4: Selection & Installation of Smart StreetLights**
 - Estimated Cost: \$75,000
 - Timeline for completion: TBD
 - Payment due upon the selection of vendor thru FPUA Request for Proposal (RFP) process, with copy of bid or agreement for services. The selection of the vendor shall be completed by FPUA and the City.

- **Phase 5: Electricity Charges, Bandwidth & Maintenance Costs for 5 years**
 - Estimated Cost: \$20,000
 - Timeline for completion: TBD
 - Payment due upon all assets being active, project is certified and City right-of-way permit is closed out.

4. **JOINT USE ACCESS AND INDEMNIFICATION**

(A) The City agrees to permit FPUA access and use of City facilities in the project area including its underground conduits, access points, junction and control boxes, and any other facilities needed for installation of the infrastructure and network connections. Following installation of the equipment the right of access and use granted to FPUA under this Agreement shall continue regardless of any termination of this Agreement. FPUA shall at its own cost and expense install and maintain the network and equipment infrastructure in safe condition and good working order, such that it will not interfere with the City's use of the facilities. FPUA's use of the facilities is subordinate to the City's right-of-way, access and use of its facilities, and nothing in this agreement is intended to affect the City's rights, access and use of the facilities. The City reserves the right to enforce any rules and regulations it deems necessary for public safety and welfare. Nothing contained herein shall limit the City's right to permit access and use of the facilities by any other party or entity that is not a party to this agreement, provided such use does not interfere with FPUA's planned use of those facilities.

(C) FPUA agrees to indemnify and hold harmless the City and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of FPUA and persons employed by or used by FPUA in the course of performing its obligations hereunder. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

(C) The City agrees to indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed by or used by the City. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to

recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

5. **TERM**

This Agreement shall become effective on the date of final approval and execution by the City and FPUA, and shall continue for a period of five (5) years following the final installation and Go-Live Date for the smart kiosks and smart streetlights. This Agreement may be terminated by either party at any time up until FPUA executes a contract with the selected vendor(s) for the installation or purchase of infrastructure or equipment for the project.

6. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes any prior discussions, negotiations, understandings, and representations, whether oral or written.

7. **FORCE MAJEURE**

Neither party shall be responsible for a delay or failure in performance to the extent such delay is caused by events or circumstances that are beyond that party's reasonable control. This Agreement shall remain in effect in the event of hurricane, ongoing pandemic, or any other natural disaster or emergency event(s).

8. **GOVERNING LAW**

This Agreement is being entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01 Florida Statutes. Venue for any action shall be in the State Courts located in Fort Pierce, Florida. If any provision of this Agreement is found to be void or unenforceable the remaining terms shall be interpreted to give full effect to the parties' intent. A failure or delay by either party to exercise any right, remedy, power or privilege shall not operate as a waiver thereof. Any waiver or modification of this Agreement must be in writing signed by a person authorized to sign agreements for that party.

9. **COMPLIANCE WITH LAWS/NO THIRD-PARTY RIGHTS**

The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the performance of their obligations hereunder. Nothing in this Agreement is intended to create, nor shall it be construed to give any rights or benefits to any person or entity that is not a party to this Agreement.

10. **NOTICES**

All notices and other communications related to this Agreement shall be in writing and delivered via hand delivery or sent through the U.S. mail with proof of delivery confirmation to the following address:

TO THE CITY OF FORT PIERCE
City of Fort Pierce City Manager
100 North U.S. Highway One
Fort Pierce, FL 34950

WITH A COPY TO:
City Attorney
100 North U.S. Highway One
Fort Pierce, FL 34950

TO FORT PIERCE UTILITIES AUTHORITY
Fort Pierce Utilities Authority Director
206 South 6th Street
Fort Pierce, FL 34950

WITH A COPY TO:
Fort Pierce Utilities Authority Attorney
206 South 6th Street
Fort Pierce, FL 34950

11. **PUBLIC RECORDS, CHAPTER 119, FLORIDA STATUTES**

To the extent Florida Public Records Law, Chapter 119, Florida Statutes, applies to this agreement each party shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this agreement. Specifically, each party shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the party in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that a public entity would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the other parties for all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically provided to the other parties in a format that is compatible with the information technology systems of the other parties.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE FOLLOWING PUBLIC RECORDS CUSTODIANS:

THE CITY OF FORT PIERCE
FORT PIERCE CITY CLERK
100 N US HIGHWAY 1
3RD FLOOR, SUITE 301
FORT PIERCE, FL 34950
(772) 467-3065
CITYCLERK@CITYOFFORTPIERCE.COM

FORT PIERCE UTILITIES AUTHORITY
FPUA PUBLIC RECORDS CUSTODIAN
PO BOX 3191
FORT PIERCE, FL 34948
(772) 466-1600
PUBLICRECORDS@FPUA.COM

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates written below:

WITNESS:

Linda W. Cox
Linda Cox
City Clerk

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

BY: Linda Hudson
Linda Hudson, Mayor

DATE: 5/3/2021

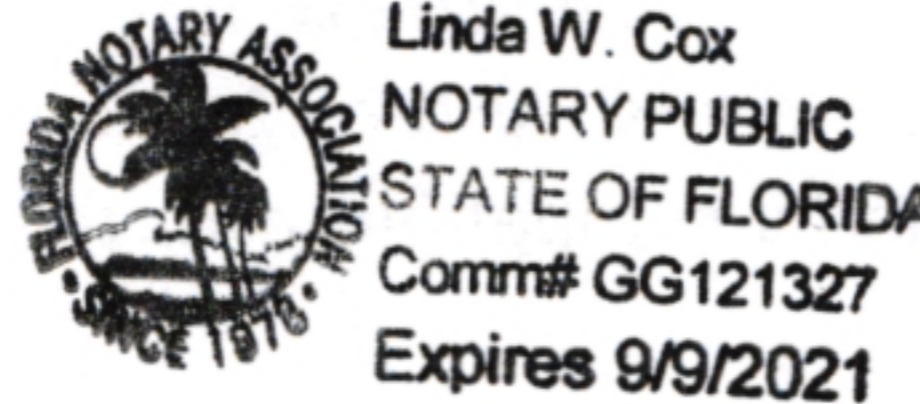
APPROVED AS TO FORM AND CORRECTNESS:

BY: Peter Sweeney
Peter Sweeney, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of her physical presence or online notarization, this 3rd day of May, 2021, by LINDA HUDSON as MAYOR OF THE CITY OF FORT PIERCE, who is Personally Known OR Produced Identification issued by a state of the United States within the last five (5) years.

Linda W. Cox
Notary Public



My commission expires: _____

[signatures continue on following page]

WITNESS:

Linda W. Cox

Linda Cox
City Clerk

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

BY: *Linda Hudson*
Linda Hudson, Chair

DATE: 4/13/21

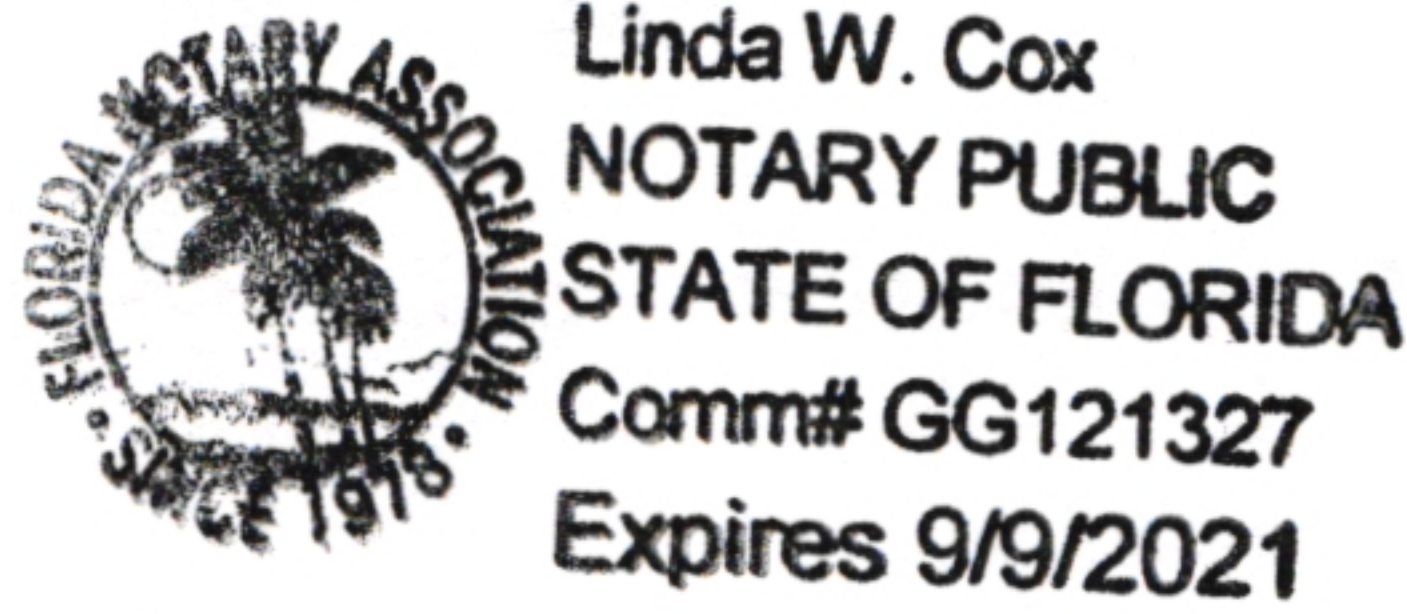
APPROVED AS TO FORM AND CORRECTNESS:

BY: *[Signature]*
Peter Sweeney, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of her physical presence
or online notarization, this 13th day of April, 2021, by LINDA HUDSON as CHAIR OF THE
FORT PIERCE REDEVELOPMENT AGENCY, who is Personally Known OR Produced
Identification issued by a state of the United States within the last five (5) years.

Linda W. Cox
Notary Public



My commission expires: _____

ATTEST:

J. Cavalcanti
Secretary

FORT PIERCE UTILITIES AUTHORITY, a
municipal utility authority created by the
charter of the City of Fort Pierce

BY: *Charlie Frank Mathews*
Charlie Frank Mathews, Chairman

DATE: 4/20/21

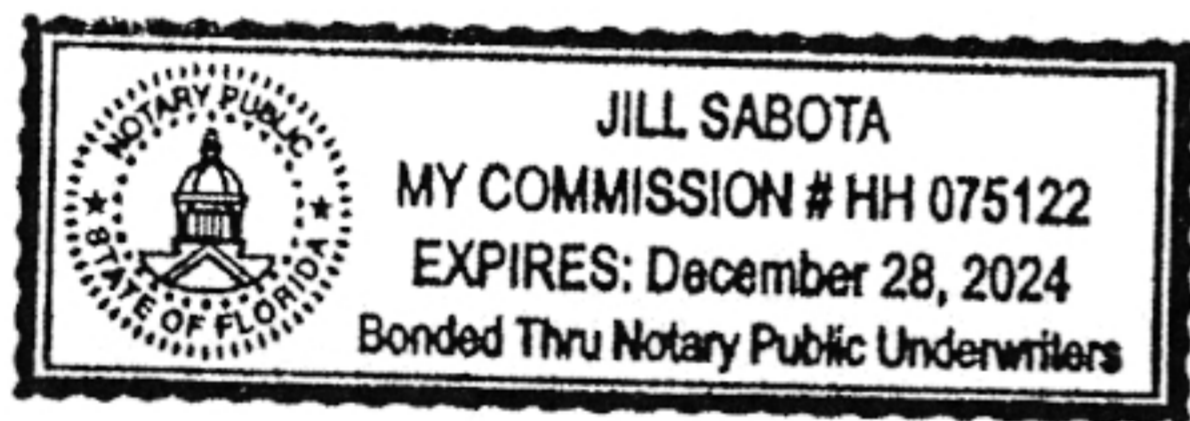
APPROVED AS TO FORM AND CORRECTNESS:

BY: *RNK*
Fort Pierce Utilities Authority Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of his/her physical presence
or online notarization, this 20 day of April, 2021, by Hynda Cavalcanti and Charlie Frank Mathews
who is Personally Known or Produced Identification issued by a state of the United States
within the last five (5) years.

Jill Sabota
Notary Public



My commission expires: 12/28/24

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
FOR THE
DOWNTOWN FORT PIERCE
SMART CITY INITIATIVE**

This AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING FOR THE DOWNTOWN FORT PIERCE SMART CITY INITIATIVE (the “Agreement”) is entered into by and between the **FORT PIERCE UTILITIES AUTHORITY**, a municipal utility authority created by the charter of the City of Fort Pierce, (“FPUA”), and the **CITY OF FORT PIERCE**, a Florida municipal corporation (the “**City of Fort Pierce**”) 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**”).

RECITALS

WHEREAS, a Smart City is a connected urban environment that uses wireless services and networked systems to improve connectivity, enhance public access to information, improve communications capabilities, and automate public services to promote a more efficient, sustainable and innovative community environment; and

WHEREAS, in recognition of society’s evolution towards an increasingly connected and urbanized society, communities are embracing the use of technology and these “Smart City” concepts to improve the quality of life of their citizens; and

WHEREAS, the City has authorized and encouraged FPUA to provide communications and internet services to Fort Pierce and the surrounding community, and

WHEREAS, the City and FPUA desire to work together and utilize the FPUAnet communication services to implement a Smart City Initiative in downtown Fort Pierce that will have long-term economic benefits, improve public engagement, increase access to information, provide enhanced communications and wireless connectivity to the people who work, live and vacation in downtown Fort Pierce; and

WHEREAS, in furtherance of these efforts, the City and FPUA previously entered into an Memorandum of Understanding/Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative effective May 3, 2021 (“2021 MOU”); and

WHEREAS, pursuant to the 2021 MOU, the City agreed to provide up to \$250,000 (two-hundred fifty thousand dollars) toward this Downtown Smart City initiative, which will be funded through the use of the remaining excess funds from the sale of certain tax credits related to the FPUA voluntary cleanup and remediation of the former H.D. King Power Plant site; and

WHEREAS, the parties desire to amend and restate the 2021 MOU to revise the project scope.

NOW, THEREFORE, in consideration of the above and the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROJECT SCOPE**

The Downtown Smart City Initiative is the next step toward implementing a city-wide plan to expand FPUAnet’s infrastructure and communications technology, and improve access to the internet in the downtown Fort Pierce community.

The Downtown Smart City Initiative will include the following basic elements:

- (i) Extension of the FPUAnet fiber optic infrastructure, and installation of the networking and power supply needed for the smart kiosks and free public Wi-Fi necessary to implement the project.
- (ii) Installation of four smart kiosks featuring touchscreens and cameras by a third-party vendor contracted by the FPUA (“Kiosk Contract”). The smart kiosks will display user-friendly information about the Fort Pierce area, and include wayfinding maps. The smart kiosks will be built with safety glass that is weather resistant. The smart kiosks will be installed at locations shown in Exhibit B.
- (iii) Installation of fiber optic infrastructure and wireless equipment to offer free public Wi-Fi within the areas shown in Exhibit A.
- (iv) The initial term of software licensing fees under the Kiosk Contract, and the recurring fees during the initial term of the Kiosk Contract for the maintenance, upgrades, and broadband service with unlimited data access for the smart kiosks, with free public Wi-Fi is included at no additional cost to the City beyond the \$20,000 one-time payment noted below in Section 3, Project Timeline and Costs. The cost of this service is being subsidized through a revenue share with the kiosk vendor based on advertising sales that will be managed by the selected kiosk vendor in accordance with the terms of the Kiosk Contract.

2. **PROJECT ADMINISTRATION AND OWNERSHIP**

FPUA will manage and administer all aspects of the Smart City Initiative design and buildout, and will initiate and carryout all tasks necessary for completion of the project. The City will have input on the project throughout its implementation, and will retain oversight for any permitting for the Smart City installations. FPUA staff will work with the City for the issuance of any necessary permits. As administrator of the project, FPUA will coordinate all aspects of the project, including the system design and deployment, and the necessary infrastructure upgrades for installation of the equipment and networking

systems that are required. FPUA will also be responsible for coordination and sourcing of all materials and equipment needed for the project, including the smart kiosk and wireless access points, and the award of any contracts for the design, installation and maintenance of the Smart City infrastructure and equipment.

Once completed FPUA will be the primary contact with and responsible for coordinating all maintenance and support of the smart kiosks through the contracted vendor, except that the selected vendor will retain ownership of the kiosks. FPUA will provide the necessary broadband access and data services under the terms of this agreement for the initial term of the Kiosk Contract. FPUA will also be responsible for working with the vendor on the mapping and software integration, as well as any needed software updates, maintenance, and repairs.

Consistent with its public purpose of supporting the Smart City initiative and providing a public service to pedestrians through the display of information specific to the surrounding area, advertisements that are offensive by reasonable local community standards, that interfere with and divert resources from the Smart City initiative, that detract from the stated purposes by creating substantial controversy, and/or that pose significant risks of harm, inconvenience, or annoyance to pedestrians and surrounding businesses are prohibited. The ad approval process will be delineated in the Kiosk Contract with input from the City. The City and FPUA will be provided free marketing space on the smart kiosks for advertising and informational displays as agreed upon by the FPUA and the Kiosk Vendor with input from the City. The spots will be shared equally between the City and FPUA, and either party may allow the other to use its allotted space more frequently when requested for special events or as need arises.

3. **PROJECT TIMELINE AND COSTS**

This Smart City Initiative will begin following the execution of this Agreement by all parties, and is expected to be completed by the first quarter of 2024. The total project cost to the City shall not exceed \$250,000 (two hundred fifty thousand dollars and no cents) which shall be funded through the use of certain excess funds from the sale of the tax credits related to the cleanup of the former H.D. King Power Plant site, which shall be paid to FPUA by the City in accordance with the following phases and milestones. The cost for each phase is estimated. The funding can be reallocated to another phase based on actual construction and material costs.

- **Phase 1 – Engineering & Design**

- Estimated Cost: \$10,000 (received by FPUA from the City of Fort Pierce on 9/14/2021).
- Completed: July 2021

- **Phase 2 – Fiber & Conduit Infrastructure Installation**
 - Estimated Cost: \$130,000
 - Completed: May 2023
 - Payment due upon execution of this Agreement

- **Phase 3 – Installation & Configuration of 4 Smart Kiosks**
 - Estimated Cost: \$65,000
 - Timeline for completion: Febaury 2024
 - Payment due upon FPUA signing contracts with selected vendors for the system design specifications and required equipment, which includes the kiosks and smart streetlights, with copy of bid or agreement for services.

- **Phase 4: Selection & Installation of Wireless Equipment to provide Free Public Wi-Fi**
 - Estimated Cost: \$25,000
 - Timeline for completion: August 2023
 - Payment due upon the iexecution of this Agreement.

- **Phase 5: Electricity Charges, Bandwidth & Maintenance Costs for 10 years**
 - Estimated Cost: \$20,000
 - Timeline for completion: TBD
 - Payment due upon all assets being active, project is certified and City right-of-way permit is closed out.

4. **JOINT USE ACCESS AND INDEMNIFICATION**

- (A) The City agrees to permit FPUA access and use of City facilities (including in, over and under City rights-of-way) in the project area including its underground conduits, access points, junction and control boxes, and any other facilities needed for installation of the infrastructure and network connections. Following installation of the equipment the right of access and use granted to FPUA under this Agreement shall continue regardless of any termination of this Agreement. FPUA shall at its own cost and expense install and maintain the network and equipment infrastructure in safe condition and good working order, such that it will not interfere with the City’s use of the facilities. FPUA’s use of the facilities is subordinate to the City’s use of its rights-of-way, access and use of its facilities, and nothing in this agreement is intended to affect the City’s rights, access and use of the facilities. The City reserves the right to enforce any rules and regulations it deems necessary for public safety and welfare. Nothing contained herein shall limit the City’s right to permit access and use of the facilities by any other party or entity that is not a party to this agreement, provided such use does not interfere with FPUA’s planned use of those facilities.
- (B) At the locations set forth in Exhibit B, the City will give best efforts to issue a Right of Way permit for the design, installation, operation, repair, and maintainenance and

related infrastructure of an Interactive Community Kiosk System subject to the established approval process.

(C) At the locations set forth in Exhibit B, the City will give best efforts to refrain from approving placement of any permanent structure or obstruction including landscaping, other business ventures, vendor kiosk, or the like within a five (5) foot radius that may impede access or visibility of the smart kiosks.

(D) The City will consider the approval of an off-premises advertising permit for the contracted kiosk vendor.

(E) FPUA agrees to indemnify and hold harmless the City and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of FPUA and persons employed by or used by FPUA in the course of performing its obligations hereunder. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

(F) The City agrees to indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed by or used by the City. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

5. **TERM**

This Agreement shall become effective on the date last signed below, following final approval and execution by the City and FPUA, and shall run coterminous with the Kiosk Contract entered into between the FPUA and the kiosk vendor, unless extended or earlier terminated by written agreement of the parties.

6. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes any prior discussions, negotiations, understandings, and representations, whether oral or written.

7. **FORCE MAJEURE**
 Neither party shall be responsible for a delay or failure in performance to the extent such delay is caused by events or circumstances that are beyond that party's reasonable control. This Agreement shall remain in effect in the event of hurricane, ongoing pandemic, or any other natural disaster or emergency event(s).
8. **GOVERNING LAW**
 Venue for any action shall be in the State Courts located in Fort Pierce, Florida. If any provision of this Agreement is found to be void or unenforceable the remaining terms shall be interpreted to give full effect to the parties' intent. A failure or delay by either party to exercise any right, remedy, power or privilege shall not operate as a waiver thereof. Any waiver or modification of this Agreement must be in writing signed by a person authorized to sign agreements for that party.
9. **COMPLIANCE WITH LAWS/NO THIRD-PARTY RIGHTS**
 The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the performance of their obligations hereunder. Nothing in this Agreement is intended to create, nor shall it be construed to give any rights or benefits to any person or entity that is not a party to this Agreement.
10. **NOTICES**
 All notices and other communications related to this Agreement shall be in writing and delivered via hand delivery or sent through the U.S. mail with proof of delivery confirmation to the following address:
- | | |
|---|--|
| <p>TO THE CITY OF FORT PIERCE
 City of Fort Pierce City Manager
 100 North U.S. Highway One
 Fort Pierce, FL 34950</p> | <p>WITH A COPY TO:
 City Attorney
 100 North U.S. Highway One
 Fort Pierce, FL 34950</p> |
| <p>TO FORT PIERCE UTILITIES AUTHORITY
 Fort Pierce Utilities Authority Director
 206 South 6th Street
 Fort Pierce, FL 34950</p> | <p>WITH A COPY TO:
 Fort Pierce Utilities Authority Attorney
 206 South 6th Street
 Fort Pierce, FL 34950</p> |
11. **PUBLIC RECORDS, CHAPTER 119, FLORIDA STATUTES**
 To the extent Florida Public Records Law, Chapter 119, Florida Statutes, applies to this agreement each party shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this agreement. Specifically, each party shall:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the party in order to perform the service.

- b. Provide the public with access to public records on the same terms and conditions that a public entity would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the other parties for all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically provided to the other parties in a format that is compatible with the information technology systems of the other parties.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE FOLLOWING PUBLIC RECORDS CUSTODIANS:

THE CITY OF FORT PIERCE
FORT PIERCE CITY CLERK
100 N US HIGHWAY 1
3RD FLOOR, SUITE 301
FORT PIERCE, FL 34950
(772) 467-3065
CITYCLERK@CITYOFFORTPIERCE.COM

FORT PIERCE UTILITIES AUTHORITY
FPUA PUBLIC RECORDS CUSTODIAN
PO BOX 3191
FORT PIERCE, FL 34948
(772) 466-1600
PUBLICRECORDS@FPUA.COM

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates written below:

ATTEST:

Linda Cox
City Clerk

CITY OF FORT PIERCE, FLORIDA, a Florida
municipal corporation

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

Tanya Earley, City Attorney

ATTEST:

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

Linda Cox
City Clerk

BY: _____
Linda Hudson, Chair

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

Tanya Earley, City Attorney

ATTEST:

Secretary

FORT PIERCE UTILITIES AUTHORITY, a
municipal utility authority created by the
charter of the City of Fort Pierce

BY: _____
Kristina Gibbons, Chair

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

FPRA Regular Meeting

6. e.

Meeting Date: July 11, 2023

Re: Request Execution of a 2' Utility Easement Deed at The Oaks at Moore's Creek Phase II

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of Request for Execution of a 2' Utility Easement Deed at The Oaks at Moore's Creek Phase II

SUMMARY:

The City of Fort Pierce along with the Fort Pierce Redevelopment Agency have provided funding for infrastructure improvements to support a 15-lot, affordable housing, single-family subdivision known as The Oaks at Moore's Creek Phase II. As part of the improvement the subdivision will include underground electric and fiber to service both the homes within the subdivision along with power for street lighting. The subdivision construction is well underway, and it was recently discovered that an additional two (2) feet is needed around the proposed cul-de-sac for placement of these lines. Therefore, staff is requesting an easement be provided to accommodate the underground electric/communications facilities.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Install lines overhead or impact existing R/W improvements.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

City Manager's Office
FPUA

Attachments

Easement Deed

UTILITY EASEMENT DEED

THIS INDENTURE, made this _____ day of _____, 2023 between **FORT PIERCE REDEVELOPMENT AGENCY**, having its principal address at 100 North U.S. Highway 1, Fort Pierce, Florida 34950, (“Grantor”), and the **CITY OF FORT PIERCE**, a Florida municipal corporation, its licensees, agents, successors, and assigns, whose principal address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, (hereinafter collectively referred to as “Grantee”);

WITNESSETH that said Grantor, for and in consideration of the sum of TEN DOLLARS and NO CENTS (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby convey and grant to Grantee a non-exclusive perpetual utility easement on, over, under, and across the following described lands situated in St. Lucie County, Florida, more particularly described as follows:

LEGAL: See attached Exhibit “A”, consisting of one page

Tax ID # 2409-522-0007-0003, 2409-522-0008-000-0, 2409-522-0009-000-7, & 2409-522-0010-000-7 (hereinafter referred to as the “Lands”)

Said perpetual easement shall be for installation and maintenance of utility lines and related appurtenances across the Lands as shown on attached Exhibit “A”. All maintenance and repair work shall occur within the confines of the easement premises as described in Exhibit “A”.

The activities of Grantee on the Land shall not cause any material damage to the Land or otherwise change the Land except as expressly set forth hereinabove. Grantee shall repair any damage to any part of the Land resulting from the activities set forth herewith within a reasonable timeframe, and such repairs shall be in a manner to restore the Land to its prior condition of the Land with the exception of the work set forth herein.

Grantee shall bear all costs and expenses associated with the maintenance, repair, and any restoration of said utility easement. Grantor assumes no liability for any such costs of maintenance, repair, or restoration.

Grantor hereby reserves the ownership of said strip of land for any use or purpose not inconsistent herewith, but in no event shall any buildings or structures be placed on, under, through, or above said strip of land by Grantor, nor Grantor’s successors or assigns, unless approved by Grantee.

Grantee agrees to use the easement in such a manner as to maintain the safety and security of the premises and to comply with all reasonable written instructions from Grantor issued in order to protect the safety or security of any person or property at the Land or to minimize any damage to the Land or the potential for creation of or exposure to any potentially unsafe or dangerous condition or threat including, but not limited to, properly securing the Land on each occasion of ingress or egress.

All activities shall be undertaken in compliance with all applicable federal, state, and local laws, rules, and regulations.

Grantor hereby covenants and warrants that it owns the Land and has the right to grant this easement.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and has placed in its hands and seals the day and year first written above.

FORT PIERCE REDEVELOPMENT AGENCY:

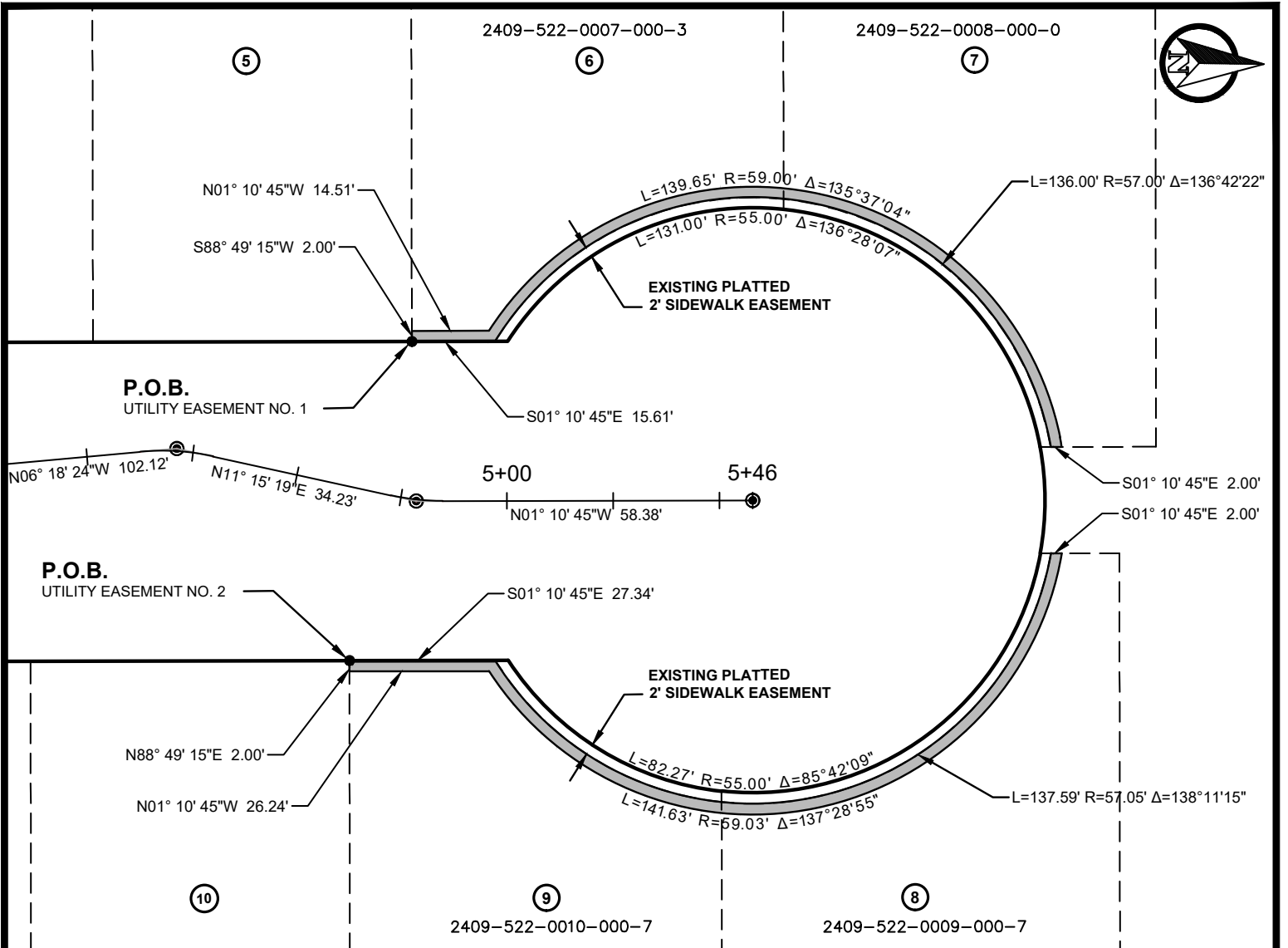
By: _____
Linda Hudson
Chair, Fort Pierce Redevelopment Agency

ATTEST:

Linda W. Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Tanya Earley, City Attorney



LEGAL DESCRIPTION:

UTILITY EASEMENT NO. 1 DESCRIPTION:

BEGIN AT THE SOUTHEAST CORNER OF LOT 6, PLAT OF THE OAKS AT MOORE'S CREEK II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGE 20, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. PROCEED S. 88°49'15" W. ALONG THE SOUTHERN PROPERTY LINE OF LOT 6, A DISTANCE OF 2.00' TO A POINT; THENCE PROCEED N. 01°10'45" W. A DISTANCE OF 14.51' TO A POINT OF CURVATURE; THENCE PROCEED ALONG A CURVE HAVING A CENTRAL ANGLE OF 135°37'04", A RADIUS OF 59.00', AND A LENGTH OF 139.65' TO A POINT LOCATED ON THE EASTERN LINE OF LOT 7; THENCE S. 01°10'45" E. ALONG SAID EASTERN LINE A DISTANCE OF 2.00' TO A POINT OF CURVATURE LOCATED ON A 2.00' PLATTED SIDEWALK EASEMENT AS DEPICTED ON THE PLAT OF THE OAKS AT MOORE'S CREEK II, PLAT BOOK 109, PAGE 20; THENCE CONTINUE ALONG SAID SIDEWALK EASEMENT HAVING A CENTRAL ANGLE OF 136°42'22", A RADIUS OF 57.00', AND A LENGTH OF 136.00' TO A POINT ON THE EASTERN PROPERTY LINE OF LOT 6; THENCE S. 01°10'45" E., A DISTANCE OF 15.61' ALONG SAID EASTERN PROPERTY LINE OF LOT 6 TO THE POINT OF BEGINNING.

UTILITY EASEMENT NO. 2 DESCRIPTION:

BEGIN AT THE SOUTHWEST CORNER OF LOT 9, PLAT OF THE OAKS AT MOORE'S CREEK II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGE 20, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. PROCEED S. 88°49'15" E. ALONG THE SOUTHERN PROPERTY LINE OF LOT 9, A DISTANCE OF 2.00' TO A POINT; THENCE PROCEED N. 01°10'45" W. A DISTANCE OF 26.24' TO A POINT OF CURVATURE; THENCE PROCEED ALONG A CURVE HAVING A CENTRAL ANGLE OF 137°28'55", A RADIUS OF 59.03', AND A LENGTH OF 141.63' TO A POINT LOCATED ON THE WESTERN PROPERTY LINE OF LOT 8; THENCE S. 01°10'45" E. ALONG SAID WESTERN PROPERTY LINE, A DISTANCE OF 2.00' TO A POINT OF CURVATURE LOCATED ON A 2.00' PLATTED SIDEWALK EASEMENT AS DEPICTED ON THE PLAT OF THE OAKS AT MOORE'S CREEK II, PLAT BOOK 109, PAGE 20; THENCE CONTINUE ALONG SAID SIDEWALK EASEMENT HAVING A CENTRAL ANGLE OF 138°11'15", A RADIUS OF 57.05', AND A LENGTH OF 137.59' TO A POINT ON THE WESTERN PROPERTY LINE OF LOT 9; THENCE S. 01°10'45" E., A DISTANCE OF 27.34' ALONG SAID EASTERN PROPERTY LINE OF LOT 9 TO THE POINT OF BEGINNING.

THIS IS NOT A SURVEY

G:\Engineering CADD Files\Drawings\Legals\The Oaks at Moores Creek Exhibit A Utility Easement.dwg



EXHIBIT "A" UTILITY EASEMENT

DATE:	JULY 5, 2023
SCALE:	1" = 30'
DRAWN:	T.TELLE / D.SUMNER

SHEET 1

FPRA Regular Meeting

7. a.

Meeting Date: July 11, 2023

Re: FY24 Project Based Budget

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

SUBJECT:

Review and Accept FY 2024 FPRA Project Based Budget

Attachments

FY Budget 24

Project Based Budget

Presentation

Proposed Budget for Fiscal Year 2023/24

Fund Title: Urban Redevelopment	Department: Urban Redevelopment
Fund/Division Number: 104-0000	Division: FPRA

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
<u>Budgeted Staffing Level</u>				
Police Officer	0	0	0	0
Redevelopment Specialist	0	0	0	0
Total Budgeted Staffing Level	0	0	0	0

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
<u>Personnel Services</u>				
1010 Salaries and Wages	\$ 0	\$ 0	\$ 0	\$ 0
1030 Accrued Compensation	0	0	0	0
1040 Overtime	0	0	0	0
2010 FICA Taxes	0	0	0	0
2020 Retirement/General	0	0	0	0
2030 Life & Health Insurance	0	0	0	0
2035 Dental Insurance	0	0	0	0
2040 Workers' Compensation	0	0	0	0
Total Personnel Services	\$ 0	\$ 0	\$ 0	\$ 0

<u>Operating Expense</u>				
3120 Legal Fees	\$ 1,536	\$ 0	\$ 0	\$ 0
3190 Consultant Fees	0	147,940	0	0
3200 Accounting & Auditing	8,000	8,000	8,250	9,000
3440 Demolition	0	21,730	0	0
3468 Marina Operation	5,143	5,247	5,500	6,000
3490 Contractual Fees	96,942	232,232	600,000	500,000
4020 Travel & Education	0	4,278	0	10,000
4110 Communications	0	0	0	0
4120 Freight and Postage	0	0	500	600
4310 Utilities	23,112	32,574	25,000	30,000
4410 Equipment Rental	15,277	3,693	0	0
4430 Land Lease	0	84,255	56,000	60,000
4510 Insurance	114,200	130,270	95,000	192,000
4620 Site Maintenance	9,870	86,630	100,000	125,000
4650 Vehicle Maintenance	0	0	0	0
4651 Vehicle Parts	0	0	0	0
4675 Software Maintenance	0	0	0	0
4720 Outside Printing	0	0	0	0
4810 Advertising	61	880	2,000	5,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: Community Redevelopment	Department: Urban Redevelopment
Fund/Division Number: 104-0000	Division: FPRA

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
<u>Operating Expense, cont'd</u>				
4911 Loan Interest	0	0	0	0
4940 Bad Debts	0	0	0	0
4960 Administrative Fees	145,000	175,000	175,000	175,000
4980 Contingency	0	0	110,561	22,192
4985 Real Estate Taxes	36,259	36,753	45,000	45,000
4990 Miscellaneous Expenses	750	1,451	50,000	10,000
5110 Office Supplies	0	0	0	0
5120 EDP Supplies	0	0	0	0
5210 Gas and Oil	0	47	0	0
5410 Books, Pubs, Subscriptions & Mbrshp	1,870	2,045	2,000	2,500
Total Operating Expense	\$ 458,020	\$ 973,026	\$ 1,274,811	\$ 1,192,292
<u>Capital Outlay</u>				
6100 Land	\$ 0	\$ 0	\$ 0	\$ 0
6200 Buildings	5,928	0	1,130,000	1,150,000
6310 Other improvements - Roads and Bridge				1,750,000
6320 Other improvements	30,600	43,120	40,000	400,000
6410 Office Equip & Machinery	12,318	23,738	0	0
Total Capital Outlay	\$ 48,845	\$ 66,858	\$ 1,170,000	\$ 3,300,000
<u>Other Programs & Projects</u>				
8340 Other Grants & Aids	\$ 28,294	\$ 13,400	\$ 300,000	\$ 400,000
8347 School Resorce Officers	217,253	250,875	425,000	525,000
8392 Youth Activities	20,000	20,000	50,000	0
Total Programs & Projects	\$ 265,547	\$ 284,275	\$ 775,000	\$ 925,000
<u>Transfers</u>				
90 01 General-Debt Service (2010B)	\$ 2,488,308	421,376	\$ 0	\$ 0
90 01 General-Debt Service/(2019A)	0	2,067,525	2,065,500	2,065,500
9118 Debt Service 2015A	1,620,840	1,619,200	1,621,440	1,622,400
9119 Debt Service 2015B	891,760	896,600	0	0
9120 Debt Service 2020B2-Land	248,376	247,251	150,264	0
9121 Debt Service 2021	0	0	829,200	836,000
9166 Sunrise Theatre	675,000	450,000	450,000	500,000
9167 General	500,000	581,945	844,500	1,262,315
9184 Special Revenue Fund	191,016	0	0	0
9188 HUD Grants	0	0	0	0
9189 Police Grants/FPRA	0	115,115	90,987	446,513
Total Transfers	\$ 6,615,300	\$ 6,399,012	\$ 6,051,891	\$ 6,732,728
TOTAL APPROPRIATIONS	\$ 7,387,711	\$ 7,723,171	\$ 9,271,702	\$ 12,150,020

**FY 2024 Fort Pierce Redevelopment Agency
Proposed Project-Based Budget**

PROJECT	FPRA GOAL	NOTES	FY23 Budget	FY 23 Projected	FY24 Budget	Acct.
Freebee	15	Micromobility Program	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	3490 - Contractual Fees
Downtown Detail	14, 23	Community Policing	\$ 75,000.00	\$ 100,000.00	\$ 175,000.00	8347 - Community Policing
Wayfinding	10	Comprehensive Signage	\$ 550,000.00	\$ -	\$ 550,000.00	Retained Earnings
Sunrise Theatre	11	Arts & Cultural Programming	\$ 450,000.00	\$ 450,000.00	\$ 500,000.00	9166 - Sunrise Theatre
Old St. Anastasia	12, 13	Exterior Restoration	\$ 500,000.00	\$ 20,000.00	\$ 500,000.00	6200 - Buildings
Old City Hall	12.5, 13	Interior Renovation of Community Venue	\$ 350,000.00	\$ 50,000.00	\$ 150,000.00	6200 - Buildings
Highwaymen Museum	11	Security Improvements	\$ -	\$ 177,755.17	\$ 100,000.00	6200 - Buildings
Commercial Façade Grants	7.1, 9	Financial incentives to encourage private sector investment	\$ 100,000.00	\$ 100,000.00	\$ 300,000.00	8340 - Other Grants & Aids
Property Refresh Grants	5.7, 5.9, 7	Paint Program	\$ 50,000.00	\$ 40,000.00	\$ 100,000.00	8340 - Other Grants & Aids
Mural Program	11.3, 12	Public Art and Beautification	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	Retained Earnings
Seven Gables House	12.5, 13	Interior and Exterior Renovations	\$ -	\$ -	\$ 400,000.00	6200 - Buildings
Avenue D Streetscape	16	Streetscape, landscaping, lighting, decorative crosswalks	\$ -	\$ -	\$ 1,500,000.00	6310 - Other Improvements - Roads and Bridge
Festival Street - 2nd Street	16	Design, engineering, construction - Ave A to Orange Ave	\$ -	\$ -	\$ 500,000.00	Retained Earnings
Avenue A and US1 Intersection	16	Design and engineering	\$ -	\$ -	\$ 250,000.00	6310 - Other Improvements - Roads and Bridge
Marina Park	17, 20	Design of new waterfront park as highlighted in DMP	\$ -	\$ -	\$ 100,000.00	3490 - Contractual Fees
Community Policing SROs	14, 23	School Resource Officers	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	8347 - Community Policing
FPRA-Owned Property	12.5, 20.6	Maintenance and Operation of FPRA-Owned Property	\$ 100,000.00	\$ 25,000.00	\$ 125,000.00	4620 - Site Maintenance
1200 Avenue D Parking	18.3	Construction of free public parking Means Ct/Ave D	\$ -	\$ -	\$ 200,000.00	6320 - Other Improvements
Interior Uplift Grants	7.1, 9	Financial incentives to encourage private sector investment	\$ 50,000.00	TBD	\$ -	8340 - Other Grants & Aids
JCPenney Parking Enhancement	18.3	Beautification and enhancement of existing surface parking	\$ -	\$ -	\$ 200,000.00	6320 - Other Improvements



FPRA PROJECT-BASED BUDGET

FY 2024 • FPRA Board July 11, 2023



FY2024 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	FY23 Budget	FY 23 Projected	FY24 Budget	Acct.
Freebee	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	3490 - Contractual Fees
Downtown Detail	\$ 75,000.00	\$ 100,000.00	\$ 175,000.00	8347 - Community Policing
Wayfinding	\$ 550,000.00	\$ -	\$ 550,000.00	Retained Earnings
Sunrise Theatre	\$ 450,000.00	\$ 450,000.00	\$ 500,000.00	9166 - Sunrise Theatre
Old St. Anastasia	\$ 500,000.00	\$ 20,000.00	\$ 500,000.00	6200 - Buildings
Old City Hall	\$ 350,000.00	\$ 50,000.00	\$ 150,000.00	6200 - Buildings
Highwaymen Museum	\$ -	\$ 177,755.17	\$ 100,000.00	6200 - Buildings
Commercial Façade Grants	\$ 100,000.00	\$ 100,000.00	\$ 300,000.00	8340 - Other Grants & Aids
Property Refresh Grants	\$ 50,000.00	\$ 40,000.00	\$ 100,000.00	8340 - Other Grants & Aids
Mural Program	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	Retained Earnings
Seven Gables House	\$ -	\$ -	\$ 400,000.00	6200 - Buildings
Avenue D Streetscape	\$ -	\$ -	\$ 1,500,000.00	6310 - Other Improvements - Roads and Bridge
Festival Street - 2nd Street	\$ -	\$ -	\$ 500,000.00	Retained Earnings
Avenue A and US1 Intersection	\$ -	\$ -	\$ 250,000.00	6310 - Other Improvements - Roads and Bridge
Marina Park	\$ -	\$ -	\$ 100,000.00	3490 - Contractual Fees
Community Policing SROs	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	8347 - Community Policing
FPRA-Owned Property	\$ 100,000.00	\$ 25,000.00	\$ 125,000.00	4620 - Site Maintenance
1200 Avenue D Parking	\$ -	\$ -	\$ 200,000.00	6320 - Other Improvements
Interior Uplift Grants	\$ 50,000.00	TBD	\$ -	8340 - Other Grants & Aids
JCPenney Parking Enhancement	\$ -	\$ -	\$ 200,000.00	6320 - Other Improvements



Freebee

As identified in the 4-point action plan, the vision for the FPRA includes ***connecting the neighborhoods, amenities and destinations.***

Providing mobility options increases economic activity and an improved quality of life.

The Fort Pierce Redevelopment Area is characterized by its expansive gridded neighborhood network and a close proximity to downtown and the waterfront. This network provides an opportunity to **connect the neighborhoods to downtown, the waterfront, to arts, historical and cultural destinations and employment centers.**

FY 2024: \$400,000



GOAL 15 .The Fort Pierce Redevelopment Agency shall connect the Redevelopment Area’s cultural and artistic Hubs (Downtown, Marina, Fisherman’s’ Wharf, Beachside District, Lincoln Park and Peacock Arts Districts) to the Waterfront’s artistic and cultural amenities.





FY 24 Downtown Detail: \$175,000
FY 24 School Resource Officers: \$350,000

Community-Oriented Policing

GOAL 14. The Fort Pierce Redevelopment Agency shall support the law enforcement and social service providers that are located within the Redevelopment Area and that serve residents of the Community Redevelopment Area.

- 14.2. The Fort Pierce Redevelopment Agency will continue to support Community-Oriented Police programs and operations within the Community Redevelopment Area.

GOAL 23. The Fort Pierce Redevelopment Agency shall Improve public safety and perception of safety within the Redevelopment Area.

- 23.1. The Fort Pierce Redevelopment Agency shall support Community-Oriented Policing programs.
- 23.3. The Fort Pierce Redevelopment Agency, contingent upon available funding, shall include a line item for public safety improvements in the Community Redevelopment Agency's Work Plan and Budget.



Wayfinding Program

GOAL 10. The Fort Pierce Redevelopment Agency shall enhance the Agency's community presence and awareness and develop the area as a regional destination.

- 10.4. The Fort Pierce Redevelopment Agency shall use the 'brand' to develop unique features in the Community Redevelopment Area (e.g. **wayfinding signs**, paver patterns/styles, shade structures, transit stops, amenities, etc.) and incorporate these items into the built environment.

4-point Action Plan – Foster Arts + Culture.

Arts are at the foundation of Fort Pierce's identity. Providing connections and access to the City's existing cultural attractions and cores will reach across the entirety of the community. **Additional community and neighborhood gateways are also proposed to help define the extents and entrances of these unique areas, adding to the sense of place and arrival.**

FY 2024: \$550,000



Sunrise Theatre

GOAL 11. The Fort Pierce Redevelopment Area will become well known for its arts and cultural activities, amenities and events.

11.2. The Fort Pierce Redevelopment Agency shall continue to support the Sunrise and Lincoln Theaters, as well as other current and potential entertainment venues within the Redevelopment Area.

FY 2024: \$500,000

Old St. Anastasia

GOAL 12. The Fort Pierce Redevelopment Agency shall enhance and develop the Peacock Arts District.

- 12.1. The Fort Pierce Redevelopment Agency shall evaluate and identify for potential acquisition, restoration and redevelopment, abandoned and/or historically-significant structures for potential reuse as community centers, event or performance spaces, rentable commercial kitchens and/or shared workspaces.
- 12.5. The Fort Pierce Redevelopment Agency shall evaluate opportunities to utilize and improve City-owned sites, facilities and public spaces to accommodate and encourage outdoor events, activities, performances and festivals.

GOAL 13. The Fort Pierce Redevelopment Agency shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.

FY 2024: \$500,000

Exterior restoration, ADA accessibility



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





Old City Hall

GOAL 13. The Fort Pierce Redevelopment Agency shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.

- 12.5. The Fort Pierce Redevelopment Agency shall evaluate opportunities to utilize and improve City-owned sites, facilities and public spaces to accommodate and encourage outdoor events, activities, performances and festivals.

FY 2024: \$150,000

A/V equipment, paint, flooring, etc.





Highwaymen Museum



GOAL 11 The Fort Pierce Redevelopment Area will become well known for its arts and cultural activities, amenities and events.

11.3 The Fort Pierce Redevelopment Agency will support the development of public art, art-related development, and art-related activities and events within the Redevelopment Area.

FY 2024: \$100,000

Landscape beautification contingency



Commercial Façade Grants

- **GOAL 7. The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.**
 - 7.1. The Fort Pierce Redevelopment Agency shall evaluate additional regulatory and financial incentives for potential implementation that encourages private sector investment and business development within the Redevelopment Area.
- **GOAL 9. The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.**

FY 2024: \$300,000

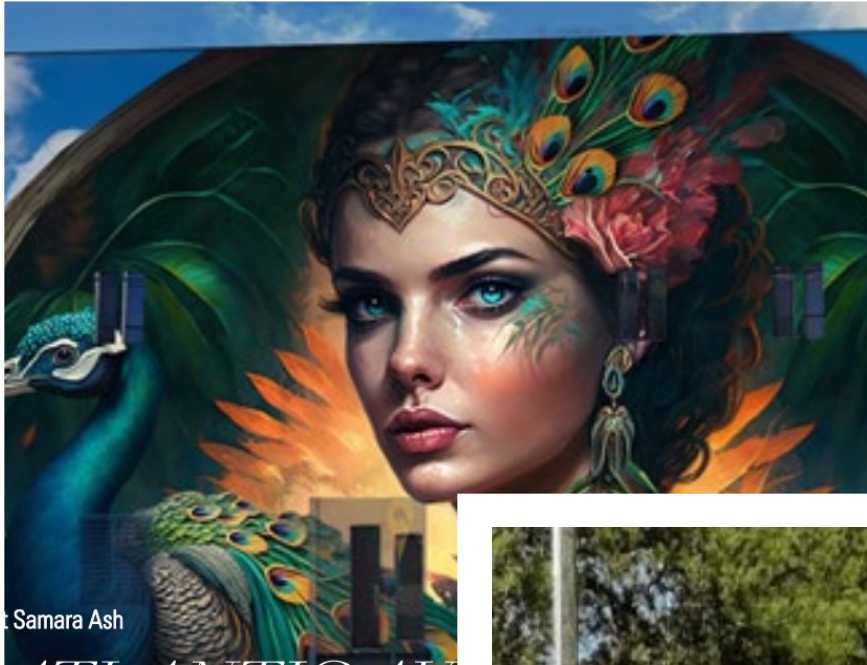


Property Refresh Grants

- 5.7. The Fort Pierce Redevelopment Agency shall evaluate for implementation additional residential improvement programming for existing homeowners within the Redevelopment Area.
- 5.9. The Fort Pierce Redevelopment Agency shall establish a residential improvement and stabilization grant program to provide funding that encourages the redevelopment and repair of owner-occupied single family residential structures within the Redevelopment Area
- 7. The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.

FY 2024: \$100,000





FPRA Mural Program

Goal 12. The Fort Pierce Redevelopment Agency shall enhance and develop the Peacock Arts District.

11.3 The Fort Pierce Redevelopment Agency will support the development of public art, art-related development, and art-related activities and events within the Redevelopment Area.

FY 2024: \$50,000



Seven Gables House



GOAL 13. The Fort Pierce Redevelopment Agency shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.

12.5. The Fort Pierce Redevelopment Agency shall evaluate opportunities to utilize and improve City-owned sites, facilities and public spaces to accommodate and encourage outdoor events, activities, performances and festivals.

Project Description:

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

FY 2024: \$400,000

Avenue D Streetscape

GOAL 16 The Fort Pierce Redevelopment Agency shall evaluate and prioritize streetscaping and pedestrian safety improvement opportunities throughout the Community Redevelopment Area.

Project Description:

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

Estimated Project Cost: \$3,000,000

FPRA FY 2024: \$1,500,000



Festival Street – 2nd Street

Avenue A to Orange Avenue



GOAL 16. The Fort Pierce Redevelopment Agency shall evaluate and prioritize streetscaping and pedestrian safety improvement opportunities throughout the Community Redevelopment Area.

Estimated Project Cost: \$1,500,000
FY24: 500,000 (design)

BEFORE: US 1 Intersection



AFTER: US 1 Intersection



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

US 1 / Avenue A Intersection Improvements

Design of improved intersection at US1 and Avenue A to enhance pedestrian connectivity between districts.

GOAL 16. The Fort Pierce Redevelopment Agency shall evaluate and prioritize streetscaping and pedestrian safety improvement opportunities throughout the Community Redevelopment Area.

Estimated Project Cost: \$1,500,000
FY24: \$250,000 (design)



Marina Park

17. The Fort Pierce Redevelopment Agency shall give priority to infrastructure improvements and amenity installation that will facilitate new development and redevelopment projects within the Community Redevelopment Area.

20. The Fort Pierce Redevelopment Agency shall evaluate and identify opportunities to incorporate additional amenities within public and City owned spaces within the Community Redevelopment Area.

Est. Project Cost: \$3,500,000
FY24: \$100,000 (initial design)





FPRA-Owned Property

12.5. The Fort Pierce Redevelopment Agency shall evaluate opportunities to utilize and improve City-owned sites, facilities and public spaces to accommodate and encourage outdoor events, activities, performances and festivals.

20.6. Fort Pierce Redevelopment Agency staff shall include placemaking projects and FPRA-funded amenity maintenance within its Annual Work Plan and Budget.

FY 2024: \$125,000



1200 Avenue D Public Parking

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

18.3. The Fort Pierce Redevelopment Agency will evaluate and facilities in the Redevelopment Area to accommodate special events and outdoor activities support the improvement and management of public parking.

FY 2024: \$200,000



Downtown Parking Enhancement

18.3. The Fort Pierce Redevelopment Agency will evaluate and facilities in the Redevelopment Area to accommodate special events and outdoor activities support the improvement and management of public parking.

FY 2024: \$200,000





Staff Recommendation:

Accept Fiscal Year 2024 Project-Based Budget



FPRA Regular Meeting

7. b.

Meeting Date: July 11, 2023

Re: Small Business Development Action Plan

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

SUBJECT:

Small Business Development Action Plan

SUMMARY:

At the February 14th FPRA Board Meeting, four recommendations were approved for implementation as a result of the Small Business Development Survey. There are two recommendations for which an action plan will be presented. It is regarding the small business development program and informational resources. These initiatives are aligned with the 2020 FPRA Plan which seeks to re-set the economic base through the development and growth of local businesses, entrepreneurs, and small businesses in the redevelopment area.

RECOMMENDATION:

Staff recommends the approval to implement the small business initiatives.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Economic Development Manager

Fiscal Impact

OTHER INFORMATION:

There is no fiscal impact.

Attachments

Small Business Development Action Plan Presentation Slides

Small Business Development

Recommendation Action Plan

Presented by Marsha Commond, MPA



2020 FPRA Plan

Reset the Economic Base

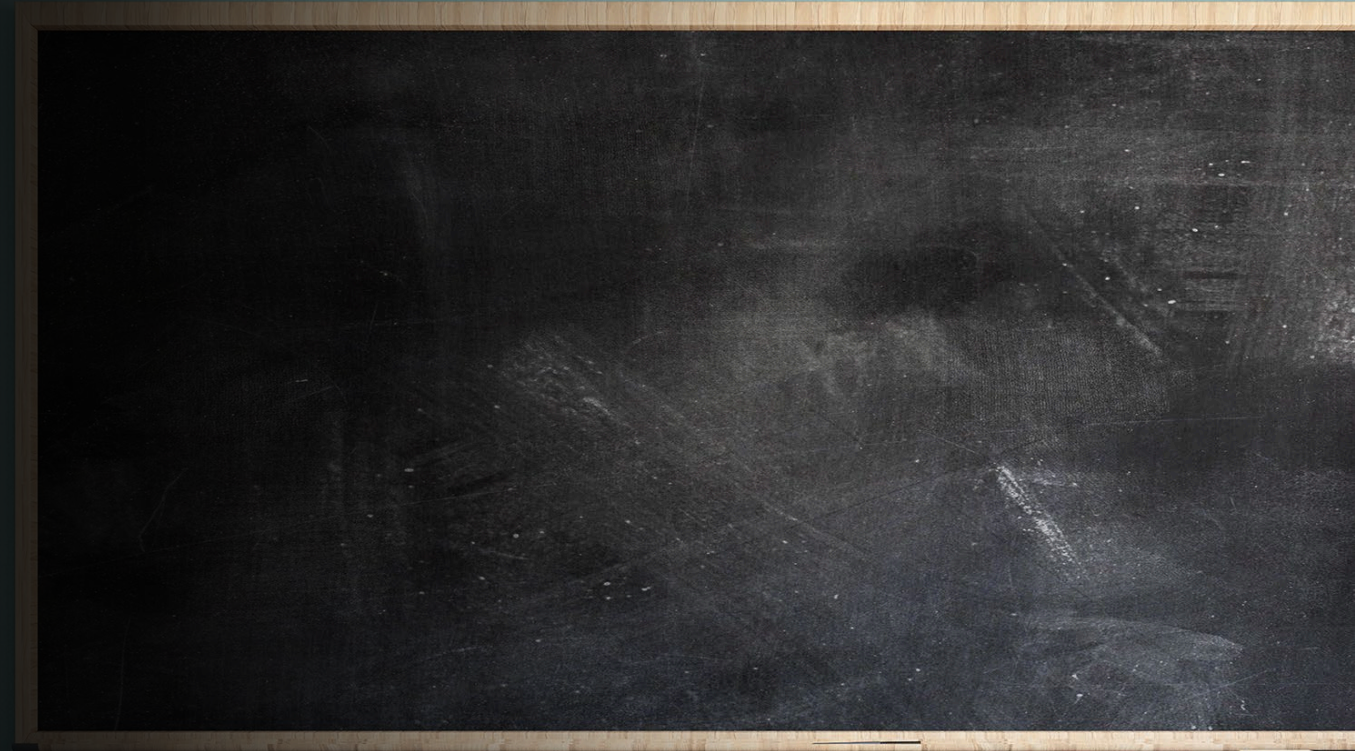
“The FPRA will support the development and growth of local businesses, entrepreneurs, and small businesses within the FPRA through public infrastructure investments and programming.”





Recommendation 1: Small Biz Development Program

- Fort Pierce Small Biz Pathway (Pilot) Program
- 4 Weekly Virtual Sessions, 1.5 - 2hrs each, 20-25 Participants.
- Topics that will be covered:
 - Finding & Keeping the Right People
 - Accessing Financing
 - Seeking Business Support
 - Marketing & Promotion
- Agency Partners: Small Business Development Center, Career Source
- Free Admission
- Reward: Recognition
- Begin Date: August/September 2023
- Agency Cost: None



Recommendation 2: Informational Resources for Doing Business with the City.



“How to Do Business with the City?” Instructional Videos



Four videos covering topics that are explained by city staff:

Becoming a Vendor of the City – Purchasing
The Permitting Process – Building
Zoning and Development – Planning
Business Tax Receipts and Vacation Rental Registration – City Clerk



The video will be available on the city website. It will also be sent to small businesses and business associations.

Recommendation 2a

- Centralize all small business resources into one section of the City website and promote it.
- Example:
 - SBA
 - SBDC
 - Chambers (St. Lucie County, Black Chamber, Haitian Chamber)
 - FP Grants Admin
 - FPRA Grants
 - Incubate Neighborhood
 - State of Florida
 - “How to do business with the City?” videos.



Questions?



FPRA Regular Meeting

8.

Meeting Date: July 11, 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. 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. **Staff submitted an application for a Florida Redevelopment Agency Best Book Award for The Downtown Master Plan.**

OAKS AT MOORE'S CREEK

Crews are progressing with the installation of the infrastructure. The project team meets bi-weekly to work through any concerns that may inhibit the progress of the project and to avoid delays in completing this phase of the 15 single-family affordable workforce housing development by the end of August 2023. With the completion of the infrastructure nearing, staff has begun preparing for the transfer of title to the developer. The developers have requested a second amendment to the lease agreement which revises the types of models to be offered to homebuyers to select from and the number of each model to be constructed. In addition the preliminary development schedule was updated to reflect a more accurate timeline. The second amendment will be presented to the Board during the August 2023 meeting for review and approval.

HIGHWAYMEN MUSEUM

The City of Fort Pierce Highwaymen Museum Project Kickoff Meeting will be held on July 11 with the general contractor, alarm/security team, and the fire suppression and alarm team to discuss the project and establish a work schedule. The anticipated completion of the improvements is December 2023.

MEANS COURT CENTER

Staff met with the tenants of the Means Court Center and their design professionals and the Building Department to discuss the status of the change of use application, gain a better understanding of why the plan for the proposed improvements has been stalled, and ascertain how the FPRA may be able to assist in advancing the project.

THE ROOT

Lincoln Park Young Professionals continue their efforts to complete the proposed improvements to 1134 and 1138 Avenue D to transform the parcels into The Root, an outdoor community entertainment venue. The organization has hired a new general contractor to oversee the project and they have projected the improvements will be completed by November 2023.

FREEBEE

RIDERSHIP FOR JUNE 2023



Fort Pierce

06-01-2023 - 06-30-2023

Zone Summary



AVERAGE TIME	Ride request to selected 0.15m	Ride request to pickup 8.03m
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RIDES BY WAITING TIMES	0-10 Min 630	10-15 Min 111	15-20 Min 30	20-30 Min 12	30+ Min 2
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APP RIDES	FLAG DOWN RIDES	MEN DRIVEN	FEMALE DRIVEN
551	234	760	602

PASSENGERS AND RIDES BY MONTH (YTD)



PASSENGERS AND RIDES BY WEEK (YTD)



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.

Staff requested a 60-day extension for the Wayfinding RFP 2023-010, as we are currently waiting for the contract to be finalized.



FPRA Property Master List

Parcel ID	Address	Owner	Size	Vacant	Surplus	Status	Inspection	Existing use/park
2401-501-0109-000-9	301 S OCEAN DR	Fort Pierce Redevelopment Agency	0.48	Y		Temporary surface parking.	Sara	Existing use/park
2401-501-0112-000-3	306 HERNANDO ST	Fort Pierce Redevelopment Agency	0.17	Y		Temporary surface parking.	Sara	Leased
2403-432-0002-000-4	125 FISHERMANS WHARF	Fort Pierce Redevelopment Agency	0.81	N		Purchase Agreement w/ Pierce 1 Marina LLC 8/10/21	Shyanne	Under agreement
2403-432-0003-000-1	201 FISHERMANS WHARF	Fort Pierce Redevelopment Agency	0.86	Y		Purchase Agreement w/ Pierce 1 Marina LLC 8/10/21	Shyanne	Sold
2403-705-0132-000-1	414 Avenue D	FPRA -> 5 Star Car Repair	0.11	Y	4/18/2016	Closed. Deadline for fence and landscaping was 12/5/2021. Complete.	No inspection needed	Available property
2403-711-0001-000-3	DUNDAS CT	Fort Pierce Redevelopment Agen	0.17	Y	1/16/2018	Available surplus.	Miriam	
2404-609-0111-000-6	2002 Avenue M	FPRA -> Progression Properties	0.16	Y	1/16/2018	Closed on 11/30/2021. Construction to commence by 5/20/2023.	Miriam	
2404-710-0017-000-8	N 22nd ST	Fort Pierce Redevelopment Agen	0.16	Y	1/16/2018	Available surplus.	Miriam	
2404-710-0067-000-3	612 N 25th ST	Fort Pierce Redevelopment Agen	0.14	Y	1/16/2018	Available surplus.	Miriam	
2404-711-0019-000-5	708 N 18th ST	FPRA -> Tyese Williams	0.15	Y	1/16/2018	Closed. Deadline to commence construction is 3/9/2026	Miriam	
2404-801-0031-000-1	Avenue M	Fort Pierce Redevelopment Agen	0.16	Y	1/16/2018	Available surplus.	Miriam	
2404-808-0021-000-9	1306 N 16th ST	Fort Pierce Redevelopment Agen	0.17	Y	1/16/2018	Available surplus.	Miriam	
2404-810-0004-000-1	1409 Avenue J	FPRA -> Progression Properties	0.23	Y	1/16/2018	Closed on 11/30/2021. Construction to commence by 5/20/2023.	Miriam	
2404-812-0009-000-2	Avenue I	Fort Pierce Redevelopment Agen	0.12	Y	1/16/2018	Available surplus.	Miriam	
2408-121-0000-000-0	Avenue D	Fort Pierce Redevelopment Agency	6.82	N		IRSC Blackburn/Percy Peek Gymnasium. Boys and Girls Club lease executed on 10/27/2020 10 year with renewal option. Expires 10/21/2030. Eligible to renew for (2) additional 5 year terms.	Marsha	
2409-131-0001-000-1	321 N 13th ST, Unit A/B	Fort Pierce Redevelopment Agency	0.17	Y	1/16/2018	Available surplus.	Marsha	
2409-501-0003-000-0	1234 Avenue D	Fort Pierce Redevelopment Agen	0.07	N		Original Florida Hall of Fame Highwaymen, Inc. Museum executed on 11/8/22 for 50 years. Expires 11/8/72 with a 49-year renewal option.	Audria	
2409-501-0011-000-9	532 N 13th ST	Fort Pierce Redevelopment Agency	2.57	N	N	Means Court; Lease agreement with INC executed on 10/12/21 for period of 20 years. Expires 10/12/41. Eligible for (1) 10 year renewal term.	Audria	
2409-501-0173-000-2	426 N 11th ST	Fort Pierce Redevelopment Agency	0.12	Y	1/16/2018	Available surplus.	Miriam	
2409-501-0199-000-0	424 DOUGLAS CT	Fort Pierce Redevelopment Agency	0.11	Y	4/18/2016	Available surplus.	Miriam	
2409-501-0200-000-1	426 DOUGLAS CT	Fort Pierce Redevelopment Agency	0.11	Y	4/18/2016	Available surplus.	Miriam	
2409-501-0256-000-8	1217 Avenue D	Fort Pierce Redevelopment Agency	0.11	Y	4/18/2016	Proposed parking.	Miriam	
2409-501-0257-000-5	1213 Avenue D	Fort Pierce Redevelopment Agen	0.1	Y	4/18/2016	Proposed parking.	Miriam	
2409-501-0258-000-2	1212 Avenue D	Fort Pierce Redevelopment Agen	0.11	Y	4/18/2016	Proposed parking.	Miriam	
2409-501-0282-000-9	1241 Avenue D	Fort Pierce Redevelopment Agen	0.21	Y	1/16/2018	Available surplus.	Miriam	
2409-501-0293-000-9	433 MEANS CT	Fort Pierce Redevelopment Agen	0.11	Y	1/16/2018	Available surplus.	Miriam	
2409-501-0305-000-7	1134 Avenue D	Fort Pierce Redevelopment Agen	0.12	Y	11/12/2019	RFP 2020-013 LPYP Lease approved by FPRA 10/27/20 (5 years with additional 5 years). Expires 10/27/25.	Audria	
2409-501-0306-000-4	1138 Avenue D	Fort Pierce Redevelopment Agen	0.12	Y	11/12/2019	RFP 2020-013 LPYP Lease approved by FPRA 10/27/20 (5 years with additional 5 years). Expires 10/27/25.	Audria	
2409-503-0033-000-5	434 N 15th ST	Fort Pierce Redevelopment Agen	0.16	Y	1/16/2018	Available surplus.	Miriam	
2409-506-0038-000-9	427 N 16th ST	Fort Pierce Redevelopment Agen	0.18	Y	1/16/2018	Available surplus.	Miriam	
2409-511-0016-000-5	318 N 17th ST	Fort Pierce Redevelopment Agen	0.17	Y	1/16/2018	Available surplus.	Marsha	
2409-516-0043-000-8	324 N 12th ST	Fort Pierce Redevelopment Agen	0.15	Y	1/16/2018	Available surplus.	Marsha	
2409-517-0024-000-2	324 MEANS CT	Fort Pierce Redevelopment Agency	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0025-000-9	322 MEANS CT	Fort Pierce Redevelopment Agen	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0026-000-6	320 MEANS CT	Fort Pierce Redevelopment Agen	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0027-000-3	318 MEANS CT	Fort Pierce Redevelopment Agency	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0028-000-0	316 MEANS CT	Fort Pierce Redevelopment Agency	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0029-000-7	314 MEANS CT	Fort Pierce Redevelopment Agen	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0030-000-7	312 MEANS CT	Fort Pierce Redevelopment Agency	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0031-000-4	310 MEANS CT	Fort Pierce Redevelopment Agency	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0032-000-1	308 MEANS CT	Fort Pierce Redevelopment Agency	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0033-000-8	306 MEANS CT	Fort Pierce Redevelopment Agen	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0038-000-3	307 MEANS CT	Fort Pierce Redevelopment Agency	0.45	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0041-000-7	313 MEANS CT	Fort Pierce Redevelopment Agen	0.27	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	
2409-517-0043-000-1	317 MEANS CT	Fort Pierce Redevelopment Agency	0.18	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria	

FPRA Property Master List

2409-517-0044-000-8	319 MEANS CT	Fort Pierce Redevelopment Agency	0.07	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria
2409-517-0045-000-5	325 MEANS CT	Fort Pierce Redevelopment Agency	0.37	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria
2409-518-0001-000-8	1206 Avenue B	Fort Pierce Redevelopment Agen	0.15	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria
2409-521-0007-000-0	312 N 13th ST	Fort Pierce Redevelopment Agency	0.18	Y	1/16/2018	RFP 2020-031 Oaks at Moore's Creek Phase II - Development Agreement approved 9/8/21	Audria
2409-602-0222-000-1	513 N 20th ST	Fort Pierce Redevelopment Agen	0.15	Y	1/16/2018	Available surplus.	Miriam
2409-603-0072-000-7	432 N 19th ST	Fort Pierce Redevelopment Agen	0.18	Y	1/16/2018	Available surplus.	Miriam
2410-503-0012-010-9	125 A E Backus AVE	FPRA -> Audubon Development	0.69	Y	12/5/2016	RFP 2019-003 King Plant Redevelopment / King's Landing	No inspection needed
2410-503-0019-000-5	N 2nd ST	FPRA -> Audubon Development	0.1	Y	12/5/2016	RFP 2019-003 King Plant Redevelopment / King's Landing	No inspection needed
2410-503-0020-000-5	N 2nd ST	FPRA -> Audubon Development	0.41	Y	12/5/2016	RFP 2019-003 King Plant Redevelopment / King's Landing	No inspection needed
2410-503-0036-010-3	208 Avenue A	FPRA -> Audubon Development	0.07	Y	Y	RFP 2019-003 King Plant Redevelopment / King's Landing	No inspection needed
2410-503-0041-020-4	322 N 2nd ST	FPRA -> Audubon Development	3.75	Y	12/5/2016	RFP 2019-003 King Plant Redevelopment / King's Landing	No inspection needed
2410-503-0042-010-8	200 INDIAN RIVER DR	Fort Pierce Redevelopment Agency	0.51	N		Cobb's Landing (Lease expires 06/30/2026)	Shyanne
2410-601-0034-000-7	415 N 9th ST	Fort Pierce Redevelopment Agency		Y	1/16/2018	Available surplus.	Marsha
2410-601-0046-000-4	424 N 9th ST	Fort Pierce Redevelopment Agency	0.17	N		Community Garden	Marsha
2410-601-0119-000-7	806 Avenue E	Fort Pierce Redevelopment Agen	0.14	Y	1/16/2018	Available surplus.	Miriam
2410-601-0182-000-9	N 7th ST	Fort Pierce Redevelopment Agen	0.25	N		Moore's Creek Linear Park	Marsha
2410-601-0183-000-6	N 7th ST	Fort Pierce Redevelopment Agen	0.46	N		Moore's Creek Linear Park	Marsha
2410-604-0049-000-4	108 N 9th ST	Fort Pierce Redevelopment Agen	0.17	Y		Available surplus.	Marsha
2410-604-0134-000-7	Avenue B	Fort Pierce Redevelopment Agen	0.17	Y	1/16/2018	Available surplus.	Marsha
2410-604-0141-000-9	Avenue B	Fort Pierce Redevelopment Agency	2.02	Y		LSA Lease terminated. Proposed for future RFP.	Marsha
2410-604-0156-000-7	DUNDAS CT	Fort Pierce Redevelopment Agen	0.14	Y	1/16/2018	Available surplus.	Marsha
2410-604-0169-000-1	110 N 10th ST	Fort Pierce Redevelopment Agency	0.79	Y		LSA Lease terminated. Proposed for future RFP.	Marsha
2410-604-0173-000-2	110 N 10th ST	Fort Pierce Redevelopment Agency	0.71	N		LSA Lease terminated. Proposed for future RFP.	Marsha



PAINT PROGRAM

The FPRA Paint Program is successfully achieving the goals by helping property owners to revitalize and renovate their commercial and residential properties within our district.

This program sets in motion the catalytic effect of making neighborhoods more welcoming and enticing to visitors, residents, and potential homebuyers.

1501 THUMB POINT DRIVE



BEFORE



AFTER

607 ORANGE AVENUE



BEFORE



AFTER

607 ORANGE AVENUE



AFTER



OLD ST. ANASTASIA

Staff will be reviewing and evaluating responses to the Old St. Anastasia Request for Proposals regarding exterior restoration services. Once evaluations conclude, staff will present the results and recommendations to the FPRA board at the August meeting.

SMALL BUSINESS DEVELOPMENT

At the July 11th FPRA Meeting a presentation of two action plans will be completed. The action plans are about the small business development program and the informational resources for doing business with the city. The action plans are a result of the recommendations that derive from the small business survey results.

PAD MURAL PROGRAM

The FPRA Board approved the execution of agreements with participating artists and property owners at the June 13th FPRA Board Meeting. In keeping with the agreements, deposits are being mailed out to artists for the commencement of murals. Murals are anticipated to begin in July upon artists receiving the deposits and acquiring all necessary supplies and equipment they will use.

SCHOOL RESOURCE OFFICERS

Both SRO'S Covered their respected School During the Month of June as Saint Lucie County hosted Summer School/ Camp county wide.

Officer Stephens continues to be a positive role model for the student body through her Leadership Program. She has taken the time during the month of June to assist with the stem program hosted by Dan McCarty Middle School. Officer Stephens participated in the monthly code red/ fire drills as required by Marjory Stoneman Douglas Act.

Officer Goz worked with the training Department to host department wide training for Active aggressor/ safe training at C.A Moore School. He organized the use of the facility and was one of the instructors during the week-long training. Officer also worked with the Community Engagement Unit to host "Cool Cop" where they handed frozen treats to all students and school staff. Chester A Moore staff and Officer Goz participated in the monthly code red/ fire drills as required by Marjory Stoneman Douglas Act.

Officer Stephens and Officer Goz attended web-based training through NTAC: Active Shooter preparedness webinar.

Officer Stephens and Officer Goz attended department wide training for Active Aggressor Training Hosted at C.A Moore School.

