

FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, October 10, 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 the September 12, 2023, FPRA Regular Meeting
5. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**
6. **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.
7. **CONSENT AGENDA**
 - a. Approval of Change Order No. 1 to General Contractor Services-Highway Museum in an amount not to exceed \$46,326.77 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

8. **NEW BUSINESS**

- a. Peacock Arts District Mural Program Update
- b. Discussion Item: Template for the Surplus Property Sale Agreement
- c. Sunrise Theatre Update
- d. Overview of Commercial Facade Grant Program

9. **STAFF COMMENTS**

- a. FPRA Programs & Activities Summary

10. **BOARD COMMENTS**

11. **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: October 10, 2023

Re:

SUBJECT:

Approval of the Minutes from the September 12, 2023, FPRA Regular Meeting

Attachments

Minutes

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, SEPTEMBER 12, 2023.

1. CALL TO ORDER

Chairperson Linda Hudson called the September 12, 2023, Regular Meeting of the FPRA to order at 5:05 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
Interim City Attorney Sara Hedges

4. APPROVAL OF MINUTES

- a. Approval of the Minutes from the August 8, 2023, FPRA Regular Meeting

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the minutes from the August 8, 2023, FPRA Regular Meeting.

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

Passed

5. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines, to set the agenda as presented.

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

Passed

6. 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.

No comments from the public.

7. CONSENT AGENDA

- a. Award Bid No. 2023-056 for FPRA Properties Lawn Mowing and Trash Removal Services to the second-lowest bidder Aero Groundtek in the amount of \$47,975 annually.
- b. Approval of Fourth Amendment to Agreement for Purchase and Development of Fisherman's Wharf to extend and toll time periods in the Agreement for 12 months.

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

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

Passed

8. NEW BUSINESS

- a. Approval of the proposed FY2024 FPRA Operating Budget

FPRA Secretary Treasurer, Johnna Morris, presented the proposed FY2024 FPRA Operating Budget and answered questions posed by the Board.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the proposed FY2024 FPRA Operating Budget.

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

Passed

- b. Authorization of Expenditure of FPRA Funds for Jetty Park Police Detail in the estimated annual amount of \$107,640.00.

City of Fort Pierce Police Officer Fasanello presented an overview of the Jetty Park Police detail and answered questions posed by the Board.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve Expenditure of FPRA Funds for Jetty Park Police Detail.

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

Passed

- c. Resolution 23-04 appointing Amanda Geller as Commissioner Broderick's appointee to the CRA Advisory Board.

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

FPRA RESOLUTION NO. 23-04

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA; **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE**; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 23-04.

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

Passed

d. CRA Advisory Committee Recommendations

CRA Advisory Committee Chair, Phil Thompson, presented the CRA Advisory Committee Recommendations regarding on-street parking along several side streets abutting S. Ocean Drive and answered questions posed by the Board.

The Board expressed appreciation for the recommendations and inquired about metered parking.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to direct staff to move forward with an evaluation for on-street parking and pedestrian improvements between Seaway Dr. North and Gulfstream South.

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

Passed

e. Overview of Commercial Sign Grant Program

Redevelopment Specialist, Miriam Garcia, presented an overview of the Commercial Sign Grant Program and answered questions posed by the Board.

The Board discussed the need to reach out to businesses who are critically in need of assistance.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the Commercial Sign Grant Program.

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

Passed

f. Discussion on the terms within the surplus property development agreement template which has been drafted for utilization during the sale of FPRA property.

Interim City Attorney, Sara Hedges, presented the terms within the surplus property development agreement template and answered questions posed by the Board.

The Board expressed concerns with the timeline presented in the agreement template and suggested that the applicant submit their own timeline.

Interim City Attorney, Sara Hedges, suggested that she take the feedback and come back to the next FPRA meeting with proposed language.

9. STAFF COMMENTS

a. FPRA Programs & Activities Summary

No comments from staff.

10. BOARD COMMENTS

Chairperson Linda Hudson expressed appreciation for the FPRA Programs & Activities Summary Report.

Commissioner Arnold Gaines expressed interest in expanding the police presence in other areas of Fort Pierce.

The Board discussed the importance of safety within the city, obtaining data from the Police Department, and collaborating with neighboring municipalities.

City Manager, Nick Mimms, suggested looking up the parameters to ensure legitimate funding and tasking the Police with strategies to do so.

11. ADJOURNMENT

Chairperson Linda Hudson adjourned the meeting at 7:10 p.m.

ATTEST:

CITY CLERK

CHAIRPERSON

FPRA Regular Meeting

7. a.

Meeting Date: October 10, 2023

Re: Approval of Change Order No. 1 Journey C & D Group, Inc.

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

SUBJECT:

Approval of Change Order No. 1 to General Contractor Services-Highway Museum in an amount not to exceed \$46,326.77 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

SUMMARY:

The proposed change order is necessary to address the safety and security of the occupants and visitors of the City of Fort Pierce Florida Highwaymen Museum. The upgrades include the demolition and reconstruction of the stairs on the east side of the building, changing the orientation of the stairs from south to north to north to south, and relocating the entry door and drain to prevent water from entering the building. .

RECOMMENDATION:

Staff recommends approval of Changer Order No. 1 to General Contractor Services-Highway Museum in an amount not to exceed \$46,326.77 to demolish and rebuild the stairs on the east elevation of the building.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
City Attorney's Office
Journey C&D Group, Inc.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
Account: 104-9400563200
Amount: \$46,326.77

OTHER INFORMATION:

The change order not to exceed \$46,326.77 will be funded by FPRA Account Number: Improvements – Other Improvements - #104-9400563200.

Attachments

Change Order

8/23/2023

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-01 for **Stairs and Entry**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

TBD

Price: **\$ 46,326.77** *Forty Six Thousand Three Hundred Twenty Six Dollars and Seventy Seven Cents*

Time: The duration of the Work to achieve Substantial Completion will be **INCREASED by 8 days.**

Clarification(s):

- No abatement of any kind
- Dumpster included
- Excludes any work at parking lot asphalt if necessary.

Expiration: This Proposal shall remain open for 30 calendar day(s).

Attachment(s): Schedule Of Values
Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____
City of Fort Pierce

Project: 2210001 - 01 - Stairs and Entry

Date: 08/23/2023

#	Description of Work	Scheduled Value (\$)
1	General Conditions & Architectural	6,424.50
2	Demolition & Disposal	4,750.00
3	Foundation form, prep, and pour	3,650.00
4	Concrete Stairs form prep and pour	6,195.00
5	Masonry- Block Lay and Pour	6,985.00
6	Cut Opening and Prep for New Door	1,550.00
7	White Metal Railings	6,000.00
8	Stucco -Thermal and Moisture Protection	1,950.00
9	Awning Manufactured Exterior Specialties	2,500.00
10	Plumbing - Relocation of Plumbing Line	1,750.00
11	Plumbing Relocate Existing Drain	1,950.00
12	Profit	2,622.27
Total:		46,326.77

2210001 - 01 - Stairs and Entry

Manager: Clifford Moore

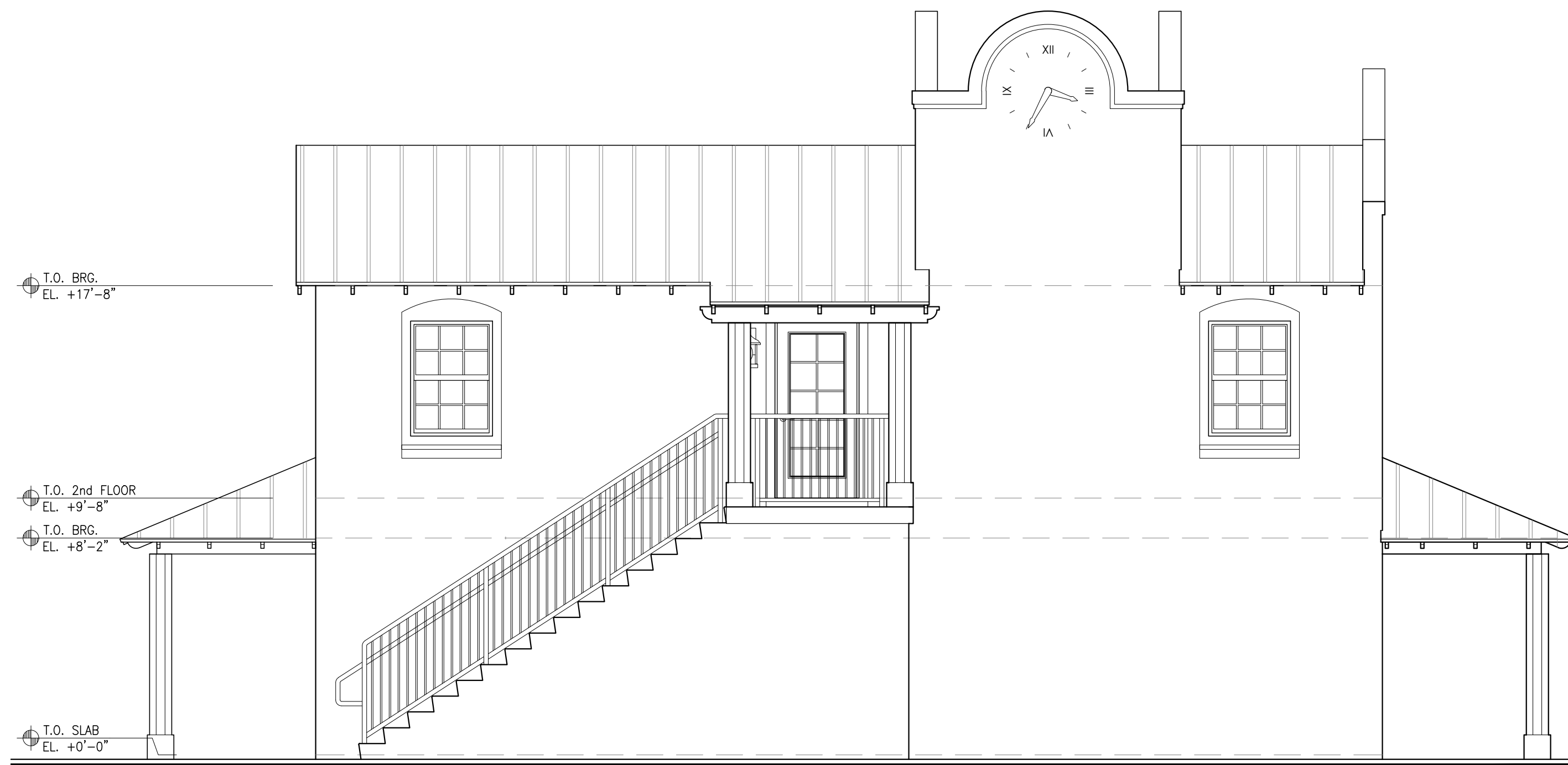
As of 9/18/2023

Potential Change 01

	Description	Quantity	U/M	Labor (\$)	Material (\$)	Subcontract (\$)	Equipment (\$)	Other (\$)	Total (\$)
01200	General Conditions & Architectural	1.00	l/s	0.00	0.00	6,424.50	0.00	0.00	6,424.50
	General Conditions & Architectural	1.00	l/s	Subcontract @	6,424.50	=			6,424.50
03050	Concrete Stairs form prep and pour	1.00	l/s	0.00	0.00	6,195.00	0.00	0.00	6,195.00
	Concrete Stairs form prep and pour	1.00	l/s	Subcontract @	6,195.00	=			6,195.00
04050	Cut Opening and Prep for New Door	1.00	l/s	0.00	0.00	1,550.00	0.00	0.00	1,550.00
	Cut Opening and Prep for New Door	1.00	l/s	Subcontract @	1,550.00	=			1,550.00
10340	Awning Manufactured Exterior Specialties	1.00	l/s	0.00	0.00	2,500.00	0.00	0.00	2,500.00
	Awning Manufactured Exterior Specialties	1.00	l/s	Subcontract @	2,500.00	=			2,500.00
15400	Plumbing Relocate Existing Drain	1.00	l/s	0.00	0.00	1,950.00	0.00	0.00	1,950.00
	Plumbing Relocate Existing Drain	1.00	l/s	Subcontract @	1,950.00	=			1,950.00
15400	Plumbing - Relocation of Plumbing Line	1.00	l/s	0.00	0.00	1,750.00	0.00	0.00	1,750.00
	Plumbing - Relocation of Plumbing Line	1.00	l/s	Subcontract @	1,750.00	=			1,750.00
024100	Demolition & Disposal	1.00	l/s	0.00	0.00	4,750.00	0.00	0.00	4,750.00
	Demolition & Disposal	1.00	l/s	Subcontract @	4,750.00	=			4,750.00
030000	Foundation form, prep, and pour	1.00	l/s	0.00	0.00	3,650.00	0.00	0.00	3,650.00
	Foundation form, prep, and pour	1.00	l/s	Subcontract @	3,650.00	=			3,650.00
040000	Masonry- Block Lay and Pour	1.00	l/s	0.00	0.00	6,985.00	0.00	0.00	6,985.00
	Masonry- Block Lay and Pour	1.00	l/s	Subcontract @	6,985.00	=			6,985.00
055200	White Metal Railings	1.00	l/s	0.00	0.00	6,000.00	0.00	0.00	6,000.00
	White Metal Railings	1.00	l/s	Subcontract @	6,000.00	=			6,000.00
070000	Stucco -Thermal and Moisture Protection	1.00	l/s	0.00	0.00	1,950.00	0.00	0.00	1,950.00
	Stucco -Thermal and Moisture Protection	1.00	l/s	Subcontract @	1,950.00	=			1,950.00
SUBTOTAL DIRECT COSTS		0.00		0.00	43,704.50		0.00	0.00	43,704.50

Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost						
Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	0.00	0.00	43,704.50	0.00	0.00	43,704.50
Fee					6.00%	2,622.27

TOTAL PRICE						46,326.77
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3 EXISTING WEST ELEVATION
5.1 SCALE: 1/4" = 1'-0"



1 EXISTING EAST ELEVATION
5.1 SCALE: 1/4" = 1'-0"



4 PROPOSED WEST ELEVATION
5.1 SCALE: 1/4" = 1'-0"



2 PROPOSED EAST ELEVATION
5.1 SCALE: 1/4" = 1'-0"



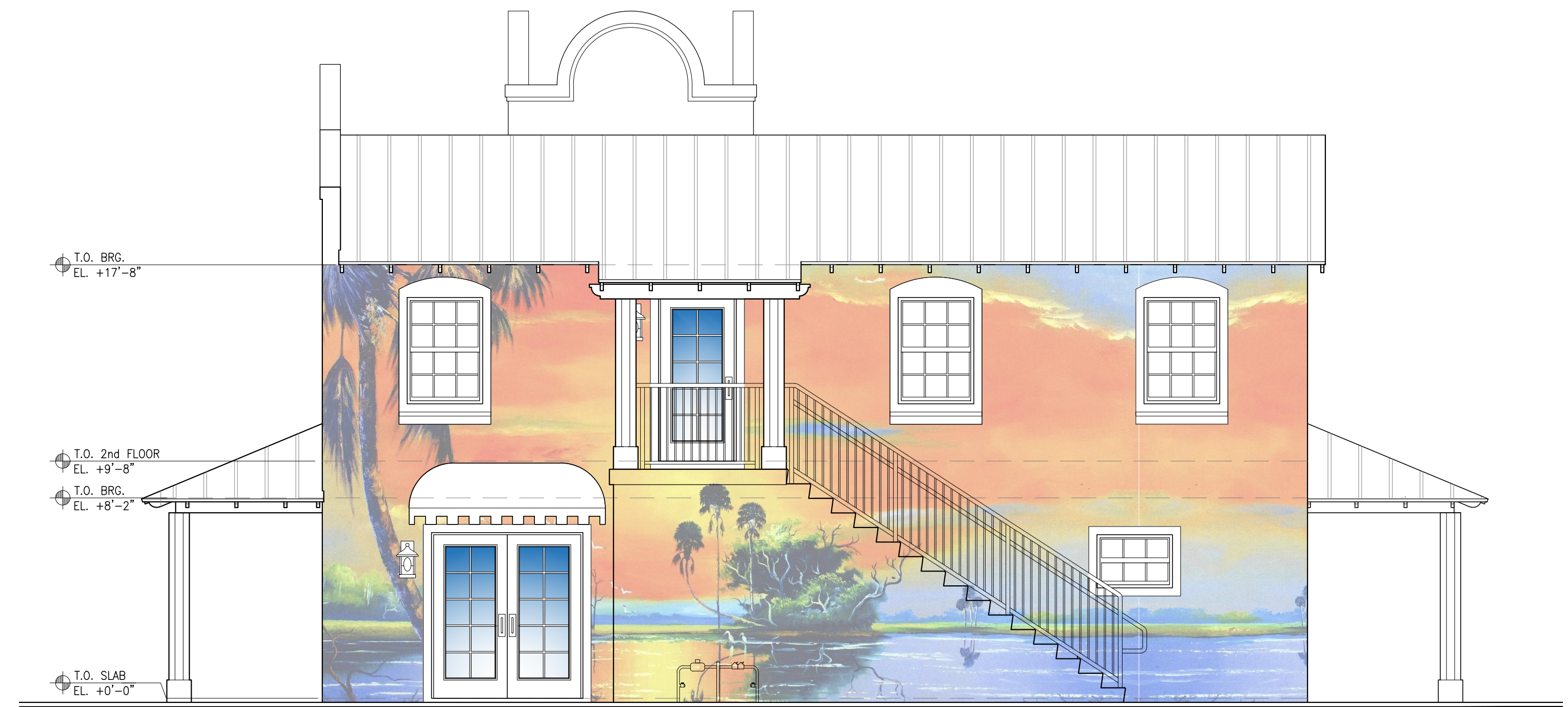
EXISTING EAST STAIR



EXISTING DOUBLE DOOR MAIN ENTRY



EXISTING EAST CORNER OF BUILDING LOOKING SW



1 PROPOSED EAST ELEVATION
6.0 SCALE: 1/4" = 1'-0"

EXISTING EAST STAIR:

WE RECOMMEND THE REMOVAL OF THE EXISTING EAST STAIR AND ITS RECONSTRUCTION AND REORIENTATION FOR THE FOLLOWING REASONS:

- 1) THE CURRENT STRUCTURAL STATE OF THE EAST STAIR, THE SEVERE CONCRETE SPALLING DUE TO CHEMICAL REACTION OF THE REINFORCING STEEL.
- 2) THE BOTTOM LANDING OF THE EAST STAIR IS VERY CLOSE TO THE EXISTING MAIN STREET SIDEWALK CAUSING A CURRENT AND FUTURE SECURITY ISSUE.
- 3) THE LOCATION OF THE CURRENT DOUBLE DOOR ENTRY IS NOT IDEAL AS ITS ACCESS IS IMPEDED BY THE EXISTING PARKING CURBS, AS WELL AS WATER INGRESS IS STILL A FACTOR EVEN AFTER THE INSTALLATION OF A FRENCH DRAIN.

WE PROPOSE THIS CHANGE AS IT WILL RESOLVE A NUMBER OF ISSUES AS STATED ABOVE.

WE FEEL THAT ONE OF THE MOST IMPORTANT IS SECURITY; THE ADDITION OF THE NEW SECURITY FENCING AROUND THE PROPERTY WILL NOT BE EFFECTIVE AT THE BASE OF THE EXISTING EAST STAIR, SINCE THE STAIR IS SO CLOSE TO THE EXISTING STREET SIDEWALK. THE NEW FENCE CANNOT IMPEDE THIS AREA, SO ACCESS TO THE STAIR WOULD STILL BE POSSIBLE FROM THE STREET.

THE REORIENTATION OF THE EAST STAIR WOULD ALLOW FOR THE RELOCATION OF THE MAIN ENTRY TO A MORE ACCESSIBLE ROUTE ON THE EAST SIDE TOWARD THE SOUTH CORNER WHERE WE CURRENTLY HAVE A HANDICAP PARKING STALL, THIS WOULD CAUSE US TO HAVE TO RELOCATE THE DOMESTIC WATER CHECK VALVE STAND PIPE FURTHER TO THE NORTH IN ORDER TO CLEAR THE NEW ENTRY AREA.

THIS WILL ALSO ALLOW FOR THE NEW SECURITY FENCING TO TERMINATE AT THE EAST FACE OF THE BUILDING ON THE SOUTH SIDE WITHOUT DISRUPTION.

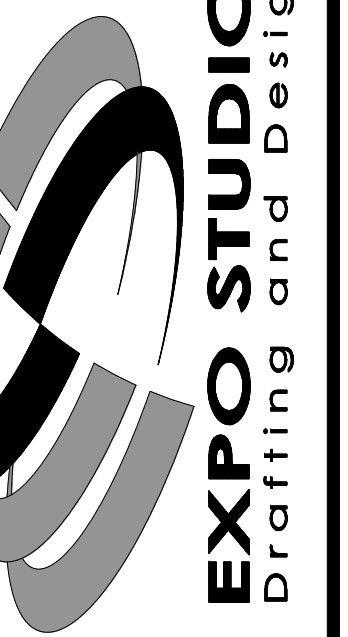
CRAIG E. GUNDERSON, P.E.
FLORIDA ENGINEERING, LLC
4161 TAMAMI TRAIL, SUITE 101
PORT CHARLOTTE, FL 33952
Office: 941-391-5980
www.flengineeringllc.com
P.E. 060102
CA CERT. #30782

JOB NO. ES-23-014
DATE: 07.31.23
SHEET NO. 6.0

PROJECT NAME: THE HIGHWAYMEN MUSEUM
ADDRESS: 1234 Avenue D, Fort Pierce, FL 34950
SHEET TITLE: EXTERIOR STAIR PROPOSAL

REVISIONS:

© 2023



DESIGN

"The perfect fit - in design"
4285 SW Martin Highway, Palm City, FL 34990
Cell: 772-233-9936
Email: info@expostudiosinc.com
expostudiosinc.com

PROFESSIONAL SEAL

FPRA Regular Meeting

8. a.

Meeting Date: October 10, 2023

Re: Peacock Arts District Mural Program Update

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

SUBJECT:

Peacock Arts District Mural Program Update

SUMMARY:

As part of the Fort Pierce Redevelopment Agency’s (FPRA) goal to foster arts and culture, the Peacock Arts District (PAD) Mural Program was successfully implemented during the 2022-2023 fiscal year as the first phase of a two-phased approach towards further establishing the PAD. To continue with the effort of creating more visually pleasing art and eliminating slum and blight within the FPRA boundary, the Board approved an additional funding of \$50,000 for the 2023-2024 fiscal year. A program plan will be presented by staff.

RECOMMENDATION:

N/A

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2023-2024
Account: 1049400-563200
Amount: \$50,000

OTHER INFORMATION:

N/A

Attachments

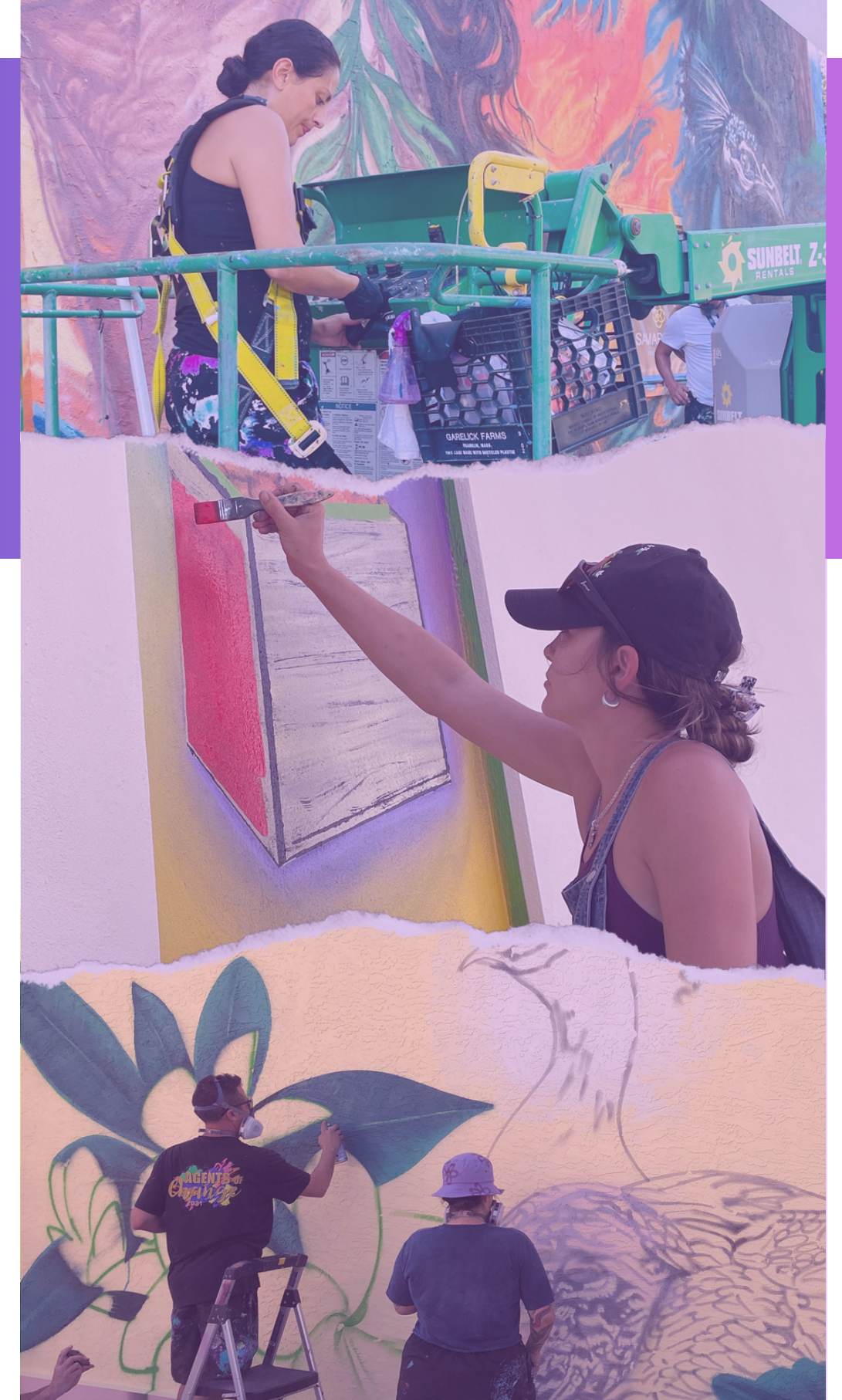
PAD Mural Update Presentation

PEACOCK ARTS DISTRICT MURAL PROGRAM UPDATE



Presented by

MARSHA COMMOND



LOCATION OF MURALS



2 Property Owners



3 Artists



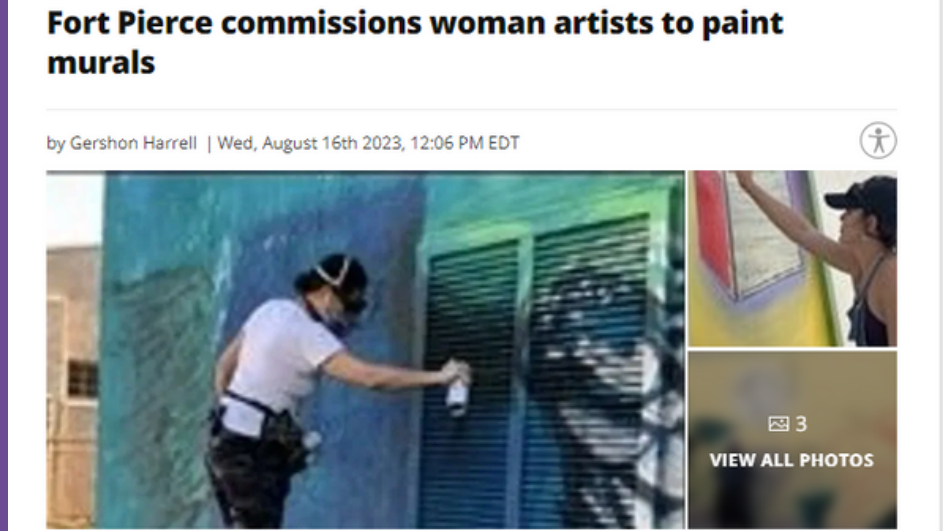
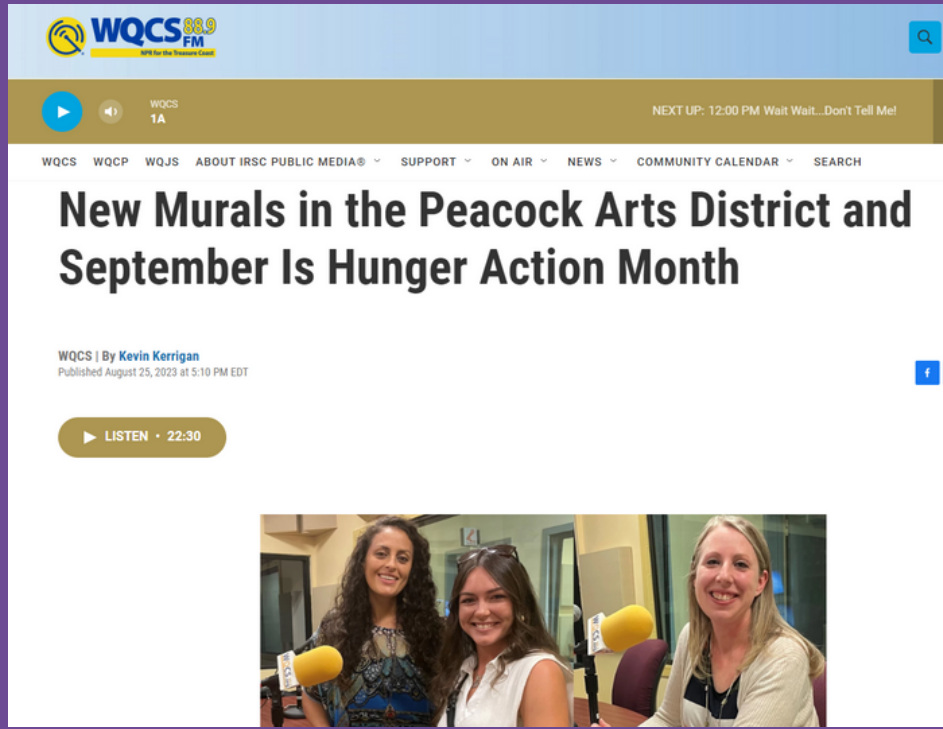
4 Properties

PAD MURAL PROGRAM IMPLEMENTATION

22/23 FY



The Fort Pierce Redevelopment Agency created the #Peacock Arts District with improvements to help stimulate the economy in downtown Ft. Pierce. This morning, T.A. Walker is Shining A Light on the recently installed murals and how you can meet the artists!



Nicole "Nico" Holderbaum, Zoey Bridges of Zoey Alyssa Art and Samara Ash were hired by the Fort Pierce Redevelopment Agency (FPRA) Peacock Arts District Mural Program to complete murals on Orange Ave. (City of Fort Pierce)

F FORT PIERCE, Fla. (CBS12) — The City of Fort Pierce has commissioned three women artists to paint a total of four murals.

T Nicole "Nico" Holderbaum, Zoey Bridges of Zoey Alyssa Art and Samara Ash were hired by the Fort Pierce Redevelopment Agency

Once completed, these murals will be revealed in a ceremony for the public to attend so be on the lookout for additional updates and a completion announcement! 🎉

Artists - [Zoey Alyssa Art](#) | [Samara Ash Studio](#) | Nicole "Nico" Holderbaum... See more



600 likes, 83 comments, 115 shares

PROGRAM POPULARITY:
LOCAL NEWS
&
SOCIAL MEDIA

A COMMUNITY EVENT



THE PEACOCK ARTS DISTRICT MURAL PROGRAM

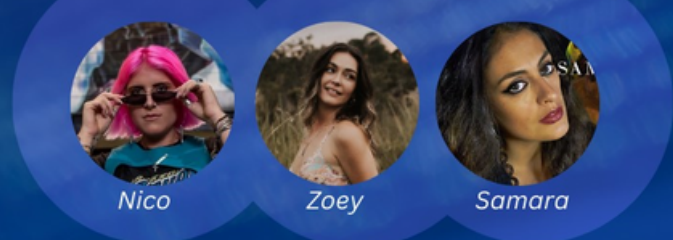
Inauguration AND ARTWALK

MONDAY, SEPTEMBER 25, 2023 AT 10AM
CITY PARKING LOT ON ORANGE AVE & 7TH STREET

FREE ADMISSION

REGISTER
WWW.SURVEYMONKEY.COM/R/PADMURALS

Meet the Artists



Nico Zoey Samara



f 📷 : use #paintthepad

CELEBRATE



FISCAL YEAR 24 PROGRAM PLAN



PROPERTY OWNER APPLICATIONS
OCT - NOV 2023



CALL FOR ARTISTS
NOV - DEC 2023



DESIGN SELECTIONS & MURAL
INSTALLATIONS
JAN-APRIL 2024





QUESTIONS?



FPRA Regular Meeting

8. b.

Meeting Date: October 10, 2023

Re: Surplus Property Sale Agreement

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Discussion Item: Template for the Surplus Property Sale Agreement

SUMMARY:

Continued discussion regarding the terms to incorporate in the Template Surplus Property Sale Agreement. This item is for discussion on the Template terms. Each individual Agreement will subsequently come before the FPRA Board for individual approval at a later date.

RECOMMENDATION:

This item is for discussion. The Template terms can be modified as desired.

ALTERNATIVES:

This item is for discussion. The Template terms can be modified as desired.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Template - Notification before Assignment

Template - No Assignment without Consent

Template - No Assignment

**SURPLUS PROPERTY
SALE AGREEMENT**

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, _____ by and between the FORT PIERCE REDEVELOPMENT AGREEMENT ("FPRA"), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierc, Florida 34950 ("City") and _____, whose address is _____ ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the FPRA owns the real property ("Real Property") described as _____, in the public records of St. Lucie County, Florida, _____, Fort Pierce, Florida, St. Lucie County Property ID _____; and

WHEREAS, on _____ the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of _____ (the "Purchase Price") was authorized via Resolution No. _____, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the FPRA subject to the limitations and requirements of this Agreement; and

WHEREAS, the FPRA desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

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

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.
2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City.
3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a _____ on the Real Property pursuant to and in conformity with their submitted Bid No. ____ documents, attached as Exhibit A and incorporated herein by reference.
4. **DEVELOPMENT TIMELINE.**
 - A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS**
Grantee shall apply for any and all required approvals, building

permits, and all other permits, in the manner consistent with the applicable jurisdiction, within _____ calendar days of the conveyance of title to the Real Property to Grantee.

B. COMMENCEMENT OF CONSTRUCTION

Grantee shall commence construction within _____ calendar days of receiving the required approvals and building permits.

C. CERTIFICATE OF OCCUPANCY

Grantee shall obtain a Certificate of Occupancy within _____ of the issuance of required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include: proof the building permit(s) was obtained, proof the Certificate of Occupancy was obtained, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.
6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.
7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The FPRA may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.
8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the FPRA in its sole discretion, the Purchase Price of the Real Property is forfeited to the FPRA, no refund of the Purchase Price will be granted to Grantee, and Grantee, its successors and assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.
9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the City, its officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to this Agreement. Nothing herein is intended to or shall be deemed a waiver of the

Sovereign Immunity provisions of Section 768.28, Florida Statutes.

10. **ASSIGNMENT.** If Grantee lists the Real Property for sale, the Grantee must notify the FPRA of such listing within ten (10) calendar days of such listing. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the FPRA no less than thirty (30) calendar days prior to the transfer of title to the Real Property. Further, the Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property. Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.

11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers.

12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

GRANTEE:

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1
Fort Pierce, FL 34950

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.
17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.
18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded with the Clerk of the Circuit Court in the Public Records of St. Lucie County, Florida.
19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

GRANTEE:

Sign: _____

Print: _____

Date: _____

FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Linda Hudson, Chairwoman

Date: _____

Attest:

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

Sara K. Hedges, Esq.
Interim City Attorney

**SURPLUS PROPERTY
SALE AGREEMENT**

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, _____ by and between the FORT PIERCE REDEVELOPMENT AGREEMENT ("FPRA"), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierc, Florida 34950 ("City") and _____, whose address is _____ ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the FPRA owns the real property ("Real Property") described as _____, in the public records of St. Lucie County, Florida, _____, Fort Pierce, Florida, St. Lucie County Property ID _____; and

WHEREAS, on _____ the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of _____ (the "Purchase Price") was authorized via Resolution No. _____, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the FPRA subject to the limitations and requirements of this Agreement; and

WHEREAS, the FPRA desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

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

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.
2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City.
3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a _____ on the Real Property pursuant to and in conformity with their submitted Bid No. ____ documents, attached as Exhibit A and incorporated herein by reference.
4. **DEVELOPMENT TIMELINE.**
 - A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS**
Grantee shall apply for any and all required approvals, building

permits, and all other permits, in the manner consistent with the applicable jurisdiction, within _____ calendar days of the conveyance of title to the Real Property to Grantee.

B. COMMENCEMENT OF CONSTRUCTION

Grantee shall commence construction within _____ calendar days of receiving the required approvals and building permits.

C. CERTIFICATE OF OCCUPANCY

Grantee shall obtain a Certificate of Occupancy within _____ of the issuance of required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include: proof the building permit(s) was obtained, proof the Certificate of Occupancy was obtained, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.
6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.
7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The FPRA may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.
8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the FPRA in its sole discretion, the Purchase Price of the Real Property is forfeited to the FPRA, no refund of the Purchase Price will be granted to Grantee, and Grantee, its successors and assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.
9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the City, its officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to this Agreement. Nothing herein is intended to or shall be deemed a waiver of the

Sovereign Immunity provisions of Section 768.28, Florida Statutes.

- 10. **ASSIGNMENT.** This Agreement may not be assigned without prior written consent of the FPRA.
- 11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers.
- 12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.
- 13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.
- 14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

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City Manager's Office
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GRANTEE:

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1
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- 15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or

provision shall not constitute a waiver of such right or provision.

16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded with the Clerk of the Circuit Court in the Public Records of St. Lucie County, Florida.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

GRANTEE:

Sign: _____

Print: _____

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FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Linda Hudson, Chairwoman

Date: _____

Attest:

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

Sara K. Hedges, Esq.
Interim City Attorney

**SURPLUS PROPERTY
SALE AGREEMENT**

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, _____ by and between the FORT PIERCE REDEVELOPMENT AGREEMENT ("FPRA"), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierc, Florida 34950 ("City") and _____, whose address is _____ ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the FPRA owns the real property ("Real Property") described as _____, in the public records of St. Lucie County, Florida, _____, Fort Pierce, Florida, St. Lucie County Property ID _____; and

WHEREAS, on _____ the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of _____ (the "Purchase Price") was authorized via Resolution No. _____, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the FPRA subject to the limitations and requirements of this Agreement; and

WHEREAS, the FPRA desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

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

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.
2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City.
3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a _____ on the Real Property pursuant to and in conformity with their submitted Bid No. ____ documents, attached as Exhibit A and incorporated herein by reference.
4. **DEVELOPMENT TIMELINE.**
 - A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS**
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7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The FPRA may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.
8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the FPRA in its sole discretion, the Purchase Price of the Real Property is forfeited to the FPRA, no refund of the Purchase Price will be granted to Grantee, and Grantee, its successors and assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.
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Sovereign Immunity provisions of Section 768.28, Florida Statutes.

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WITH COPIES TO:
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18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded in the Public Records of St. Lucie County, Florida through the Clerk of the Circuit Court.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

GRANTEE:

Sign: _____

Print: _____

Date: _____

FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Linda Hudson, Chairwoman

Date: _____

Attest:

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

Sara K. Hedges, Esq.
Interim City Attorney

FPRA Regular Meeting

8. c.

Meeting Date: October 10, 2023

Re: Sunrise Theatre Update

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Sunrise Theatre Update

FPRA Regular Meeting

8. d.

Meeting Date: October 10, 2023

Re: Overview of Commercial Facade Grant Program

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

SUBJECT:

Overview of Commercial Facade Grant Program

Attachments

Comm. Facade Presentation



Commercial Façade Grant Program

FPRA Plan Goals



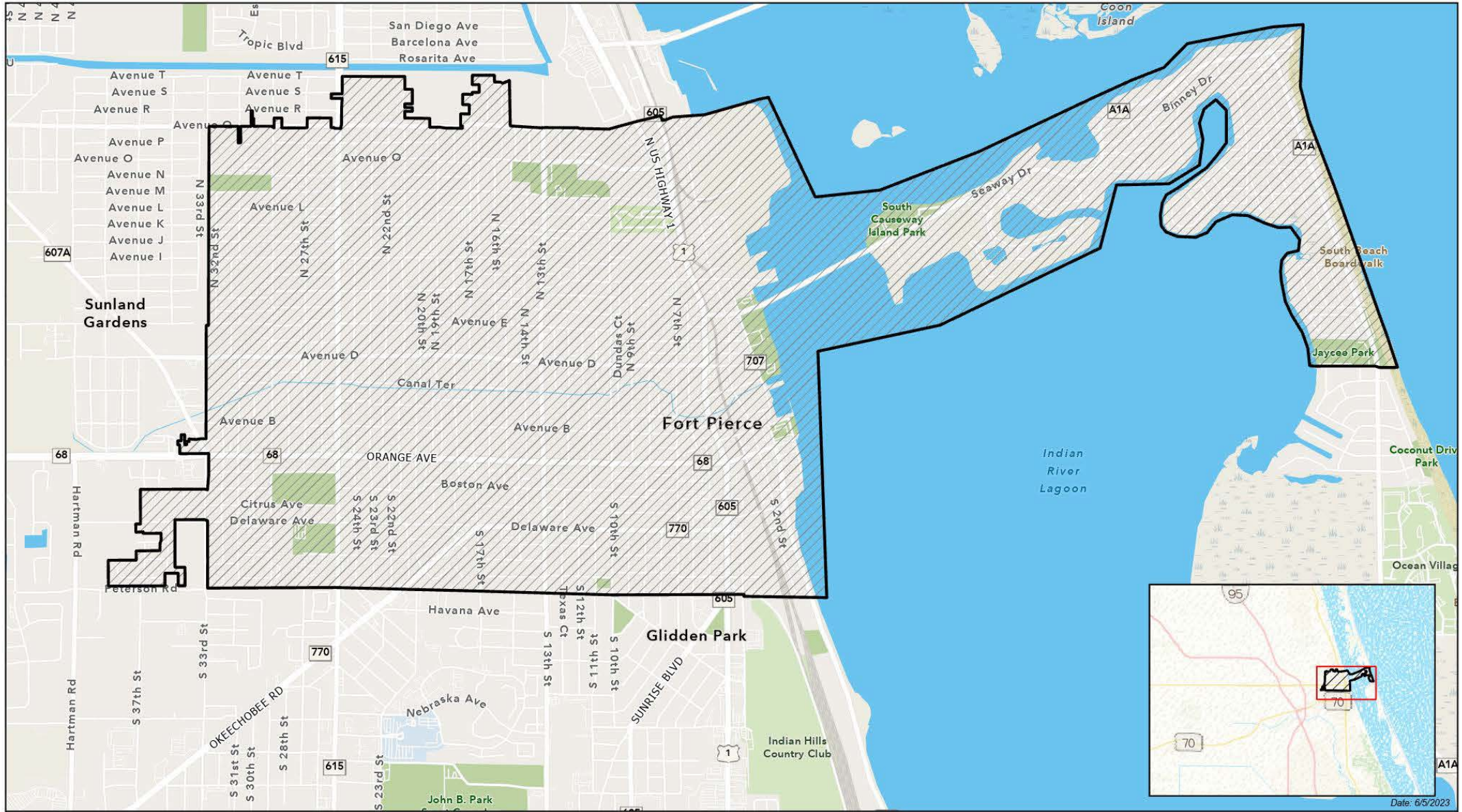
GOAL 7

The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.



GOAL 9

The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.



Date: 6/5/2023



Fort Pierce Redevelopment Agency Boundary



Overview

The intent of the Commercial Façade Grant Program is to support the revitalization of the commercial corridors in the FPRA district by stimulating private investment in improvements that enhance the appearance of buildings and eliminate blight. The program offers financial assistance in the form of a reimbursable grant, matching 50% up to \$25,000.



Commercial Façade Grant Process

Application Period
October 17, 2023-
November 17, 2023

City staff will evaluate
applications against
evaluation criteria.

CRAAC will review
rankings. FPRA Board
will make final
determination and
execute Agreement.

Applicant shall incur all
project costs.

Must apply for permits
within 6 months.
Complete project within
12 months.

Check will be disbursed
upon receipt of written
notification, permits/CO,
and copies of paid
invoices.



Evaluation Criteria

Staff will evaluate the applications on the following evaluation criteria:

- Visual impact
- Activation of a vacant building
- Business Type - Business type has been identified as targeted tier in the Retail & Business Study
- Goals of the FPRA Plan



Social Media/Press
Release



Notice in Mail to
property owners



CRAAC/ Meetings



Small Business
Pathway Program
Sessions



Code Enforcement
Partnership

Outreach





Questions

FPRA Regular Meeting

9. a.

Meeting Date: October 10, 2023

Re: FPRA Programs & Activities Summary

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

FPRA Programs & Activities Summary

Attachments

Programs & Activities Summary

FORT PIERCE REDEVELOPMENT AGENCY

Programs & Activities Summary

SEPTEMBER 2023



KING'S LANDING

A pre-construction meeting for King's Landing was held on Tuesday, 9/19/23 to finalize the construction plans. The initial construction will include all of the site work and infrastructure needed to facilitate the entire project. In addition to the infrastructure, Phase 1 also includes the Villas on Backus Avenue and the hotel both of which will naturally follow the infrastructure.



Over ten years ago, the City demolished the old H.D. King Power Plant and spent the last decade cleaning up the 7-acre site. The City of Fort Pierce and Fort Pierce Redevelopment Agency worked tirelessly for years to find the right redevelopment project for the former H.D. King Plant site in Downtown Fort Pierce and in 2019, history was made. Following a competitive bid process, the FPRA Board selected Audubon Development as the highest ranked bidder in June 2019. The redevelopment of the former H.D. King Power Plant Site remains a top priority for the City of Fort Pierce and FPRA. The development agreement with Audubon Development for the \$85-million-dollar King's Landing mixed-use development was executed in November 2019. Although the time provisions were extended due to the COVID-19 Pandemic, both parties worked together to complete all obligations in the agreement.

On February 7, 2022, the City Commission approved the site plan and all necessary development review applications for King's Landing. On March 8, 2022, the FPRA Board passed a resolution to convey the eleven parcels to Audubon Development and the FPRA executed the warranty deed transferring the parcels to Audubon Development.

Audubon Development is responsible for meeting all benchmarks and deadlines as outlined in the amended and restated agreement that was executed on February 8, 2022. Audubon subsequently began the subsurface debris removal process with a \$170,000 contribution from the FPRA and applied for building permits for the Phase I infrastructure by the deadline of August 22, 2022.

In tandem with the development of King's Landing, the City partnered with the Fort Pierce Utilities Authority and Economic Development Council to apply for a Florida Job Growth Grant through the Florida Department of Economic Opportunity. On August 30, 2022, Governor Ron DeSantis awarded the City of Fort Pierce a \$2.7 million Florida Job Growth Grant to help fund infrastructure improvements in Downtown Fort Pierce. The critical infrastructure improvements include water, wastewater, electric, fiber, natural gas, roadway and sidewalk improvements. The infrastructure upgrades will stimulate more than \$72 million of private investment on along Indian River Drive.

Audubon Development recently received approval from the Planning Board and City Commission for the final plat of the Villas at King's Landing. This approval was needed as the Villas have been redesigned with rear-load garages and will now accommodate ten homes instead of the original eight.

The project meets several objectives outlined in the FPRA 2020 Redevelopment Plan including:

- **GOAL 5.4.** The Fort Pierce Redevelopment Agency shall evaluate potential public-private redevelopment programming, partnerships and other legal mechanisms to assist in the development of residential housing stock.
- **GOAL 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. Regulatory incentive examples may include but are not limited to: reduced/eliminated parking requirements, reduced open space requirements and increased building height limitations where appropriate; financial incentives may include but are not limited to: tax-increment recapture programs, tax abatement programs, City and County impact fee reductions or moratoriums, and rental subsidies for targeted businesses. The Fort Pierce Redevelopment Agency shall support the redevelopment of the former H.D. King Power site and other targeted redevelopment sites within the Redevelopment Area.
- **GOAL 8.1.** The Fort Pierce Redevelopment Agency shall coordinate with the St. Lucie County Economic Development Council and provide information regarding available sites and facilities that may accommodate or support water-based industries and businesses for potential private-sector recruitment and

The City and FPRA have embarked upon numerous planning studies that address the downtown including the 2020 FPRA Redevelopment Plan, the 2020 Parking Study, the 2021 Retail Market Study and Strategies, the 2008 Downtown Waterfront Charrette, the 2020 Port of Fort Pierce Master Plan, the 2014 Martin and St. Lucie Regional Waterways Plan. With many new projects planned or underway, it is important for us to have a strong vision for the future with a plan that is both comprehensive and relevant. Through the Downtown Master Plan, FPRA sought to establish a clear vision for future development within the Central Business District and adopted an implementation strategy to guide (re)development efforts.

In March 2022, the Fort Pierce Redevelopment Agency approved S&ME's proposal and initiated the Downtown Master Plan. The community was invited to participate in a series of interactive events in June 2022 as part of the Downtown Master Planning process. During the week, a team of design experts met with stakeholders like local citizens, businesses, community groups, and property owners to develop a shared vision for the future of Downtown Fort Pierce and adopt an implementation strategy to guide development. As part of this effort, the public had three opportunities to collaborate and share their ideas with the project team as well as to learn more about the Downtown Master Planning process. Stakeholders were also encouraged to provide their feedback online by visiting the Downtown Master Plan project website. This interactive platform allowed community members to share insights by taking a brief survey; commenting on development, mobility, arts and culture, and green space on an interactive map; and prioritizing spending with a budget game.

The final Downtown Master Plan was accepted by the FPRA Board in November 2022. The plan has created a sense of excitement among citizens and garnered significant interest from various community groups and HOAs. This engagement has sparked a renewed interest in Downtown Fort Pierce and a shared commitment to making it a vibrant and thriving hub of activity and growth.



DOWNTOWN MASTER PLAN



The FPRA also incorporated the phase I projects into the FPRA Capital Improvement Plan for funding and implementation. This plan has set the stage for the FPRA to apply for a variety of funding opportunities and grants. By providing a clear and comprehensive vision for the future of Downtown Fort Pierce, the plan has given the FPRA the necessary information and imagery to successfully secure competitive grants.

The success of the Downtown Master Plan has not only stimulated much-needed progress but also ignited a sense of pride and optimism in the community. By leveraging the power of the Downtown Master Plan, the FPRA can attract valuable resources to help create a vibrant community that all residents and visitors can enjoy.



INFILL LIEN REDUCTION PROGRAM

To date, three development agreements have been executed. Two houses are complete and the other is in the building permit application phase. All properties are located within FPR boundaries.

In January 2022, the City launched an Infill Lien Reduction Program to encourage new construction on vacant property throughout the entire city. The program promotes reinvestment and revitalization of vacant infill properties by providing the property owner relief from the liens levied prior to their ownership in exchange for the development of that vacant parcel. To be eligible for the program, the property must be an infill vacant lot within the city limits of Fort Pierce with no active code enforcement or nuisance abatement cases against it.

The applicant must also affirm that they were not an owner or affiliated in any way with the property at the time the liens were originally recorded. Via development agreement, the City will waive all soft costs associated with the liens and provide a 50% refund of the hard costs paid. There will be specific time parameters associated with obtaining building permits and completing the new residential construction to be eligible for the refund.

INFILL LIEN REDUCTION PROGRAM

CHECKLIST

- Request a Lien Search from City of Fort Pierce Code Enforcement. A Lien Search can be requested by emailing kaaldern@cityoffortpiece.com. There is a \$25.00 fee.
- Submit a signed and notarized application form with the lien search.
- Provide plans for the specified improvements to be made to the property.
- Email completed application form along with required attachments above to the City Manager's Office at ecodev@cityoffortpiece.com.

ABOUT THE PROGRAM

The City of Fort Pierce is pleased to offer the Infill Lien Reduction Program to encourage new construction on vacant property throughout the entire city.

The program promotes reinvestment and revitalization of vacant infill properties by providing the property owner relief from liens levied prior to their ownership in exchange for the development of that vacant parcel.

ELIGIBILITY

- The property must be an infill vacant lot within the City of Fort Pierce. Visit the St. Lucie County Property Appraiser website (scan QR code) to determine whether or not your property is within the city limits of Fort Pierce.
- The property is not eligible if it is involved in a City-initiated foreclosure case.
- Only the current owner of may apply.
- The property must not have any active code enforcement or nuisance abatement cases.
- The applicant shall not have been an owner of the property at the time the liens were originally recorded.

APPLICATION

Scan QR code for the application.

WAYFINDING



The City of Fort Pierce/Fort Pierce Redevelopment Agency issued a Request for Proposals (RFP) for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city. RFP 2023-010 was issued on December 28, 2021 and ten (10) proposals were received by the deadline of February 21, 2023. Staff received authorization to negotiate a contract with the highest ranked respondent, Don Bell Signs, Inc. of Port Orange, Florida for a Comprehensive Wayfinding Program consisting of approximately 62 sign assets (Gateway/Entrance Signs, Wayfinding Directional Signs, District Brand Signs and Public Parking Signs) on May 9, 2023.

The service agreement was approved by the FPRA Board August 8, 2023 and final design modifications are underway.

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.

Wayfinding meets several objectives outlined in the FPRA 2020 Redevelopment Plan including:

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

OLD CITY HALL

Phase I of this project will be to improve the exterior of the building. The restoration improvements will consist of pressure washing the exterior, patching holes and cracks, replacing windows due to window frame rot. Staff will commence on the solicitation process - Request for Proposals (RFP) for a contractor to restore the exterior.



The project meets several objectives outlined in the FPRA 2020 Redevelopment Plan including:

- **GOAL 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, and performances and festivals.
- **GOAL 13.** The FPRA shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.

PARKING IMPROVEMENTS

- 1200 Avenue D new parking lot construction - Design to be completed September 2023 and construction anticipated by March 2024.
- JCPenney parking lot improvements – Design and construction cost estimate to be completed by November 2023 and construction anticipated by February 2024.

COMMERCIAL FAÇADE GRANTS

The primary objective of the Fort Pierce Redevelopment Agency (FPRA) Commercial Façade Grant is to promote the revitalization of commercial corridors within the FPRA district. The grant's primary objective is to encourage private investments that will enhance the overall look of buildings and properties, while also addressing issues related to blight and non-conforming design standards.

By participating in this program, property owners and businesses are motivated to enhance the visual appeal of their establishments, leading to a positive impact on property values, higher tenant occupancy rates, and fostering economic development.

On April 12, 2022, the Commercial Façade Reimbursable Grants were granted to four properties: 809 Delaware Avenue, 825 N. Indian River Drive, 1105 Seaway Drive, and 906 Delaware Avenue. Currently, the projects at 1105 Seaway Drive and 906 Delaware Avenue have been successfully completed, and they have already submitted their reimbursement requests.

The project at 825 N. Indian River Drive, known as Captain's Galley Restaurant, has successfully finished constructing an appealing and inviting deck to accommodate outdoor seating for their customers. They have obtained final approvals for their permit, and they will begin occupying the outdoor seating deck within the next 30-60 days. The property owner invested over \$70,000 into this project. The FPRA takes great pride in this successful public-private partnership that is enhancing both the aesthetics and functionality of businesses within our community!

Construction at Dean Properties, located at 809 Delaware Avenue, commenced in August 2023. We are eagerly anticipating the development of this location into a bake shop and bistro, complete with live entertainment and various arts-related activities. They are required to finish the construction by February 2024 to be eligible for reimbursement.



We are excited to announce that we plan to launch the FPRA Commercial Façade Grant program for the fiscal year 2023-2024.

INTERIOR UPLIFT GRANTS

The Fort Pierce Redevelopment Agency (FPRA) Commercial Interior Uplift Grant is a program offered to commercial property owners and businesses for interior upgrades. The primary focus of this initiative is to address the degraded building systems and contribute to the long-term economic sustainability of the property. Our goal is to eliminate functional obsolescence, remedy deterioration, and enhance the energy efficiency of existing buildings within the FPRA District.

By bringing these buildings up to current building codes and making them more suitable for occupancy, we strive to improve the overall appeal and viability of the area and contribute to the revitalization of the FPRA District.

The Interior Uplift Grants were awarded on August 9, 2022, to the following properties 616 Atlantic Avenue, 118 N 9th Street, 709 S 5th Street, 300 S 6th Street, and 710 Orange Avenue. The recipients were given 18 months to complete their projects and submit their requests for reimbursement.



The grants meet several objectives outlined in the FPRA 2020 Redevelopment Plan including:

- **GOAL 7.** The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
- **GOAL 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.

PAINT PROGRAM

The FPRA Paint Program was established to encourage commercial and residential property owners to improve the exterior of their structures. The purpose of this program is to brighten and transform both residential and commercial properties situated within the FPRA District. The program offers financial support in the form of a reimbursable grant, providing up to \$1,000 per home or business to cover the expenses related to exterior paint and paint supplies.

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.

We have approved a total of thirty-one properties for reimbursement, amounting to \$23,548.84. As a result, we currently have \$26,451.16 remaining funds for the program.

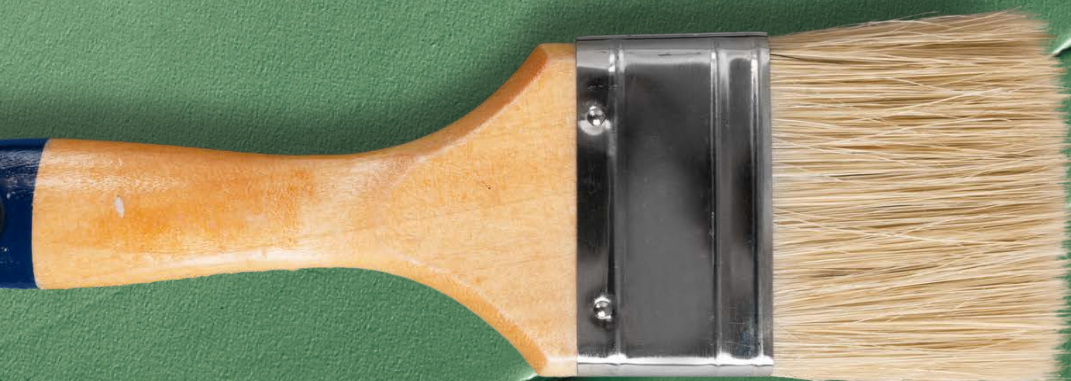
Out of the approved properties, fifteen are commercial and sixteen are residential.

Our ultimate goal is to create a thriving and vibrant community that becomes a sought-after destination for both businesses and residents.

Exciting news! The FPRA Board has recently approved additional funding for the upcoming 2023-2024 fiscal year.

The program meets several objectives outlined in the FPRA 2020 Redevelopment Plan including:

- **GOAL 5.7.** The Fort Pierce Redevelopment Agency shall evaluate for implementation additional residential improvement programming for existing homeowners within the Redevelopment Area.
- **GOAL 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.
- **GOAL 7.** The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area..



PAINT PROGRAM

1322 AVENUE D

BEFORE



AFTER



2702 BOOKER ST

BEFORE



AFTER



2201 DELAWARE AVENUE

BEFORE



AFTER



COMMERCIAL SIGN GRANT PROGRAM



As part of the commitment to increase local business awareness, economic productivity, and the overall visual appeal of the Fort Pierce Redevelopment Agency (FPRA), the FPRA has launched the Commercial Sign Grant Program. This program encourages property owners to upgrade their signage, replacing old and outdated ones with modern and visually appealing signs. Upgrading signage is not only more aesthetically attractive for the residents and visitors in our community but also increases the brand exposure of businesses to improve the chances of new customer acquisition and repeat business.

The program provides financial assistance by offering a reimbursable grant of up to \$5,000 per property. This grant is being offered to existing businesses and can be used towards a new sign or to upgrade and replace old and outdated signs with modern and visually appealing signs.

The property must be located within the FPRA District to be eligible for this program. The funds will be distributed on a first-come, first-served basis until all funds are depleted.



The program meets several objectives outlined in the FPRA 2020 Redevelopment Plan including:

- **GOAL 7.** The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
- **GOAL 9.** The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.



SURPLUS PROPERTY

The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA). An effective strategy to accomplish this goal is by selling surplus property owned by the FPRA. When the FPRA Board formally designates a property as surplus, it will be put up for sale to the public through a Request for Proposals (RFP) process. This will allow interested parties to submit their proposals for the development or utilization of the surplus property, thereby contributing to the overall revitalization efforts of the area.

The evaluation criteria used by the City to assess proposals will include, but are not limited to, the following factors:

- Proposed improvements or utilization of the property.
- Project timeline for the development
- The economic impact the proposed project may have on the area.
- The experience of the developer or the narrative from the owner/occupant, if applicable.

The program meets several objectives outlined in the FPRA 2020 Redevelopment Plan including:

- **GOAL 5.** The Fort Pierce Redevelopment Agency shall diversify area housing stock, improve substandard homes and provide a mix of above and below-market rate housing.
- **GOAL 6.** The Fort Pierce Redevelopment Agency shall support affordable alternatives to the area's traditional single family housing stock.

OLD ST. ANASTASIA

On August 8, 2023, the Fort Pierce Redevelopment Agency (FPRA) selected a contractor known as Innovative Masonry Restoration, LLC (IMR), through the competitive bid process to restore the exterior structure of the Old St. Anastasia Catholic School Building, which is located on 10th Street and Orange Avenue. The FPRA has a budget of \$500,000 for the exterior restoration as a part of a multi-phased approach toward the redevelopment of the site it sits on. Restoring the exterior structure will help achieve the FPRA's purpose of eliminating slums and blight in the community and creating an inviting environment for all to enjoy. Restoration will consist of repairing and refreshing the current structure so that it resembles its original look. Currently, an agreement is with the City Attorney's Office for review. After review and approval, it will be presented to the FPRA Board for a decision.



The project meets several objectives outlined in the FPRA 2020 Redevelopment Plan including:

- **GOAL 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.
- **GOAL 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, and performances and festivals.
- **GOAL 13.** The FPRA shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.

SMALL BUSINESS INITIATIVES

To accomplish the 2020 Fort Pierce Redevelopment Agency (FPRA) Action Plan, we will support the development and growth of local small businesses, entrepreneurs, and small businesses within the Redevelopment Area through the following initiatives:

CITY OF FORT PIERCE SMALL BUSINESS PATHWAY PROGRAM

The Fort Pierce Redevelopment Agency (FPRA) is holding its first Small Business Pathway Program, which began September 28th. It is a virtual program that covers topics such as Finding Financing, Small Business Support Services, Marketing & Promotion, and Recruitment and Retention. The program originated from the input of small business owners that responded to the Business Development Poll in December of 2022. Results of the survey demonstrate an interest and need for developmental programs to assist small businesses in our community. The program currently has 30 participants from various backgrounds and areas of the city. The program was made possible through partnerships with the Small Business Development Center at Indian River State College, Career Source – Research Coast, Maria Brown - a human resources professional, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency. The program will end on October 17, 2023.

HOW TO DO BUSINESS WITH THE CITY INSTRUCTIONAL VIDEOS

The Fort Pierce Redevelopment Agency will be working with the communications division to create engaging videos that will inform local small businesses on a variety of topics related to doing business with the City of Fort Pierce. Topics that will be covered are: How to Become a Vendor, Business Tax Receipts, Vacation Rental Registration, Understanding Zoning, and The Permit Process. This project is a result of the Small Business Development Poll, and it aims to support local small businesses that may not be aware of the city's policies or processes for the use of commercial spaces, building and zoning regulations, and making the City a client or customer. The videos will include translations in both Haitian Creole and Spanish, staff is following procurement procedures to acquire a third-party vendor for that. Once the videos are completed, they will be shared through the city's communication channels. Videos are expected to be completed this fall.

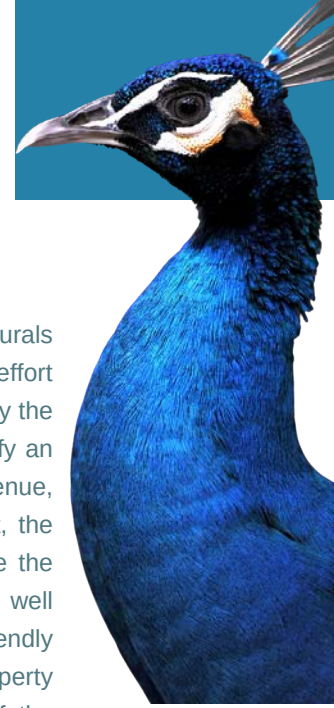
ALL SESSIONS WILL BE HELD VIRTUALLY

FROM 6:00 PM - 7:30 PM

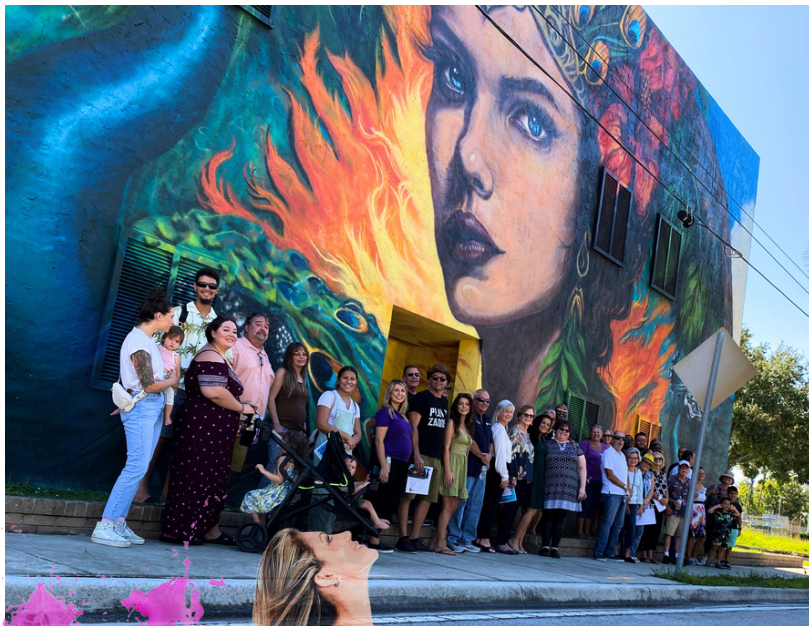


BUILD AND KEEP YOUR DREAM TEAM - TUESDAY, OCTOBER 17, 2023

PAD MURAL PROGRAM

The Fort Pierce Redevelopment Agency (FPRA) is on the move! Three talented artists completed murals that can be found along Orange Avenue from US-1 to 7th Street. This was done as part of the FPRA's effort to further establish the Peacock Arts District with more public art that can be easily seen and enjoyed by the community. There is power in art to attract positive attention, spur economic development and beautify an area, and that is a goal of the program. Murals are located at the following properties: 500 Orange Avenue, 605 Orange Avenue, 616 Atlantic Avenue, and 710 Orange Avenue. To celebrate this achievement, the FPRA successfully held the PAD Mural Program Inauguration on September 25, 2023, to recognize the program participants and kick off the first of many artwalks and activities to come. The event was well attended by members of the community and visitors from other places. The event ended in a family-friendly ArtWalk or mural tour that surely placed smiles on many faces. Special thanks to the participating property owners and artists who made the program a success. Staff is currently planning the re-launch of the program and will present the new program plan at the upcoming FPRA Meeting that will be held on October 10, 2023. For more information about the program please visit <https://cityoffortpierce.com/1056/Peacock-Arts-District-Mural-Program>.



ART WALK

The program meets several objectives outlined in the FPRA 2020 Redevelopment Plan including:

- **GOAL 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.
- **GOAL 12.** The Fort Pierce Redevelopment Agency shall enhance and develop the Peacocks Arts District.



The ROOT

The proposed concept involves the creation of an open-air community engagement space utilizing repurposed shipping containers. The ROOT, which stands for Recognizing Ourselves and Others Together, is a concept led by Lincoln Park Young Professionals. The shipping containers will become classrooms, a library, and a kitchen. The outdoor entertainment venue will also feature a food truck, a sound booth, and pop-up events for local small business owners.

Lincoln Park Young Professionals are working with Remnant Construction, the new contractor of record for the project, to determine how much progress was made and what work has been done by and the previous contractor. Once this review is complete, the organization will be able to ascertain how work still needs to be done and what permits are needed to complete the project. Construction site fencing has been installed at 1134 and 1138 Avenue D, signaling the commencement of work. **The projected completion date is November 2023.**

Means Court Center

The project, proposed by the Incubate Neighborhood Center, to transform the historically significant Means Court Center into a multi-service community resource hub that offers classes to help startup companies and entrepreneurs develop their businesses as well as homeownership, workforce development, and financial-lending programs. The multi-purpose facility will provide space for co-located nonprofits to offer social services in one central location on the first level, along with meeting spaces, classrooms, and media production facilities. The second level will be a business incubator.

Since meeting with Incubate Neighborhood Center, the primary occupant of the building, the organization's design professional has provided weekly updates regarding developing the plans to submit for the Change of Use application. It is estimated that the plans will be completed and submitted to the Building Department by August 1, 2023.

Ave D Model Block Project

Through a multi-agency partnership, St. Lucie County Government, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency (FPRA) are working together to bring a mixed-use development with affordable housing to the Lincoln Park District. The proposed site consists primarily of county-owned parcels located at Ave. D and 7th Street and a few parcels belonging to the City and FPRA.

In April of 2023, the County, City, and FPRA entered into an interlocal agreement and recently issued a Request For Information (RFI) through the County's Procurement Department to obtain input from members of the real estate development community on this opportunity. In addition, a developer outreach meeting was held on July 20th to attract attention and share information communicated through the Request For Information (RFI). The RFI recently closed in August, and submissions were received. They are currently being reviewed by a joint committee of staff members from all partnering agencies. The committee met in late September and will soon meet again to establish final steps toward the creation of a Request for Proposal for qualified developers.

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 for the renovation of the Jackie L. Caynon Building to create the City of Fort Pierce Florida Highwaymen Museum. Slated to open in January 2024, the museum, honoring historic African American Highwaymen artists, will showcase works of art that originated in Fort Pierce.

Oaks at Moore's Creek

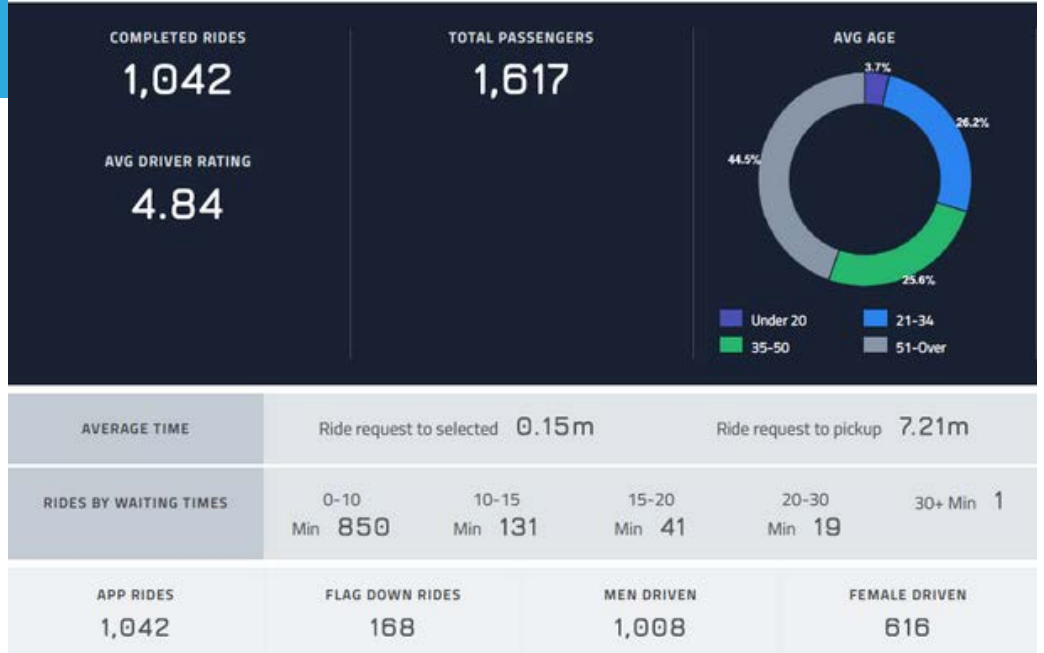
The City of Fort Pierce (COFP) and the Fort Pierce Redevelopment Agency (FPRA) collaborated to create aesthetically appealing, affordable housing in the area now known as The Oaks at Moore's Creek. Phase 2 of The Oaks at Moore's Creek encompasses the construction of fifteen (15) affordable workforce homes, ranging from 1,500-2,000 square feet. Phase 2 is a public/private partnership that seeks to continue the standard set by Phase 1 to offer affordable residential products suitable for the community. COFP and the FPRA provided funding for infrastructure improvements and once completed the property will be conveyed to the developers at no cost. The development is in the Lincoln Park District on approximately 3.67 acres and is bounded to the north by the beautiful Moore's Creek Linear Park. The homes feature a pleasant integration of traditional architectural styles and features.

The construction and installation of the infrastructure for Means Court Oaks extension has been completed. The new roadway will service Oaks at Moore's Creek Phase II residential development of 15 new single-family, affordable, workforce homes.



FREEBEE - SEPTEMBER RIDERSHIP

ZONE SUMMARY



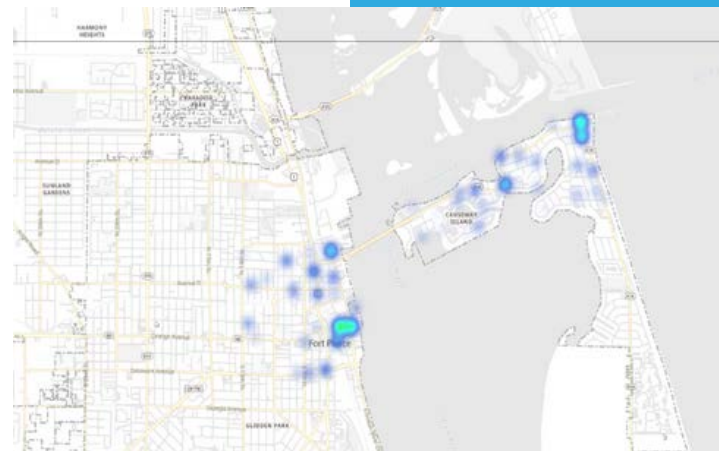
PASSENGERS & RIDES BY MONTH



PASSENGERS AND RIDES BY WEEK (YTD)



HEAT MAP



ON-DEMAND TRANSIT SERVICES

In August, 2023, the FPRA Board voted in favor of issuing a Request for Proposal (RFP) from qualified firms for on-demand transportation services to enhance ride share services and transport users within the FPRA Boundaries. This Program will include short-distance on-demand electric vehicle services within the FPRA limits, and this will be free to the users.

DOWNTOWN DETAIL

The Off-Duty Officers working the Downtown Detail are expected to be ambassadors for the City and ensure the safety and security of the downtown area. Some of their duties consist of:

- **Making contact with business owners:** Officers are instructed to make contact with owners or staff of the downtown businesses periodically throughout their shifts. The goal of these interactions is for the FPRA Detail Officers to establish a rapport with business owners and staff and discuss any issues regarding their business or the downtown area.
- **Responses to disturbance calls:** These are nonviolent nuisance crimes or complaints such as about drinking in public, noise, suspicious behavior, domestic arguments, indecent exposure or disorderly conduct.
- **Directed close patrols:** Directed patrols conducted in locations where the need for frequent inspection is deemed necessary. These areas as it pertains to the Downtown area are but not limited to: city parking garage, alleyways and breezeways, fishing piers, Marina Square, City Marina and docks etc.
- **Traffic related concerns:** The officer may issue traffic citations, warning tickets and parking tickets.
- **Trespass warnings:** A communication from an owner or lessee, or a person authorized, to an undesired person warning him to depart the property and not to return. This action is facilitated by a Sworn Law Enforcement Officer and logged at 911 Emergency Operations Center.
- **Conduct field interviews of persons causing disturbances:** The brief detainment of an individual, whether on foot or in a vehicle, based on reasonable suspicion, for the purposes of determining the individual's identity and resolving the officer's suspicions concerning criminal activity, such as [CFA 18.09 a]: 1. Has reasonable suspicion that the subject may have committed, may be committing, or may be about to commit a crime. 2. Believes the subject may be a hazard. 3. Believes the interview may have a preventive effect.

PATROL AREA

The Downtown area is east of US1, between Seaway Drive and Citrus Avenue with extra patrol of the Galleria (Orange / Avenue 2nd Street) and the alleyways between 113 and 121 N 2nd (Kraaz and Kraaz Building and FRLS building).

OFFICERS NEEDED

Two officers are needed for general security and foot patrol for the Downtown area of Fort Pierce.

MODE OF TRANSPORTATION

The officers patrol the downtown via foot, segway (if trained), and bicycle (if certified).

HOURS OF PATROL

Fridays	Saturdays	Sundays
6:30pm – 2:30am	8:00am – 2:00pm	8:00am – 12:00pm
	3:00pm – 9:00pm	
	9:00pm – 3:00am	

Off-Duty Officers of the Fort Pierce Police Department continued to patrol the downtown area, via foot patrols, Segway, and bicycles throughout the month of September 2023. Officers continued to check with our local businesses within the downtown area and are providing positive feedback from the owners and staff as well as the visiting public. Officers responded to several calls for service to include disturbance calls, parking concerns, and minor disturbances. A field interview and trespass warning were documented during this time frame.

The values below are approximate based on Computed Aided Dispatch Logs and incidents reported by officers on the Fort Pierce Police Departments "Off-Duty Detail Report".



86

Businesses Contacted



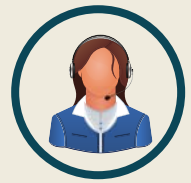
119

Directed Close Patrols



0

Traffic Related Issues/Parking Concerns



0

Response to Rescue Calls



4

Responses to Disturbance Calls



1

Trespass Warnings Issued



1

Arrests



1

Field Interviews Conducted



4

Warning Tickets

JETTY PARK DETAIL

PATROL AREA Off-duty officers assigned to patrol Jetty Park and its surrounding areas are responsible for ensuring the safety and security of park visitors, the parking lots, Jetty boardwalk, beach area, and adjacent businesses.

OFFICERS NEEDED Two officers are needed for general security and foot patrol for the Jetty area of Fort Pierce.

MODE OF TRANSPORTATION The officers will patrol Jetty Park via foot, segway (if trained), and bicycle (if certified).

HOURS OF PATROL	Fridays 7:00pm – 1:00am	Saturdays 8:00pm – 2:00am	Sundays 6:00pm – 12:00am
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Off-duty officers serve as a visible and proactive presence to ensure that community members can safely and peacefully enjoy the Jetty Park and surrounding business. Some of their key responsibilities are:

- Conduct regular foot and, if certified, bicycle, or Segway patrols throughout Jetty Park, including parking lots, boardwalk, beach area, and surrounding businesses.
- Monitor the area to detect any unusual or suspicious activity and take appropriate action.
- Maintain a visible presence to ensure the safety of visitors.
- Provide assistance, directions, and information to community members, addressing their questions or concerns.
- Respond promptly to incidents, accidents, and emergencies within the park, rendering first aid or requesting additional assistance as needed.
- Ensure orderly flow of traffic within parking lots, assisting with parking and directing vehicles when necessary.
- Enforce parking regulations and issue citations as necessary.
- Maintain a positive relationship with nearby businesses, ensuring their security concerns are addressed promptly.
- Collaborate with business owners and staff to address any security issues or incidents that may affect their operations.
- Complete accurate and thorough incident reports, daily activity logs, and any necessary paperwork

Jetty Park Detail is set to begin October 6, 2023

SCHOOL RESOURCE OFFICERS



SRO Jorge Goz C.A. Moore

Officer Goz continues to mentor a C.A Moore Student through the mentoring program and has been meeting with a 4th grade student to provide support and guidance. Officer Goz has joined the C.A Moore Attendance Committee comprised of a Boys and Girls Club Member, School Staff members and School Assistant Principle. The Committee has been established to address the rise in attendance concerns at the school and to prevent school truancy. Chester A. Moore staff and Officer Goz participated in the monthly drills as required by Marjory Stoneman Douglas Act. Officer Goz completed two threat assessments in the month of September. Officer Goz was awarded the Kids at Hope 10's Award on 9/15/23. He was surprised by the school staff, students, and the Kids at Hope project coordinator. The award was presented on behalf of the St. Lucie Round Table and St. Lucie Children's Service Council.



SRO Mary Stephens Dan McCarty Middle School

Officer Stephens continues to participate with students and staff during school hours to reinforce the relationship between students, staff and police officers. In addition, Officer Stephens has completed two threat assessments aiding in her goal of keeping the students and staff safe. Dan McCarty Middle School participated in the monthly drills as required by Marjory Stoneman Douglas Act.

Training attended by SRO's during the month of September 2023

- Officer Goz attended web-based training through the National center for School Safety – ARS Response skill building panel.
- Officer Goz and Stephens attended Firearms Qualifications.

SUNRISE THEATRE

In April of 2023, the Sunrise Theatre partnered with the St. Lucie County Tourism Department to conduct a visitor impact study through Downs & St. Germain Research and the Economic Development Council. The study will take a year or more to complete with theatre staff providing quarterly updates of patron and visitor info which will be utilized in a tourism survey. Recently, staff provided the second update and continues to work closely with Visit St. Lucie.

Furthermore, the Sunrise Theatre announced its 2023/24 and has brought in more shows than previous years in anticipation of the continued growth and development happening in Fort Pierce. The new season features a variety of entertainment, something for everyone, and looking to add more shows in the coming weeks and months.

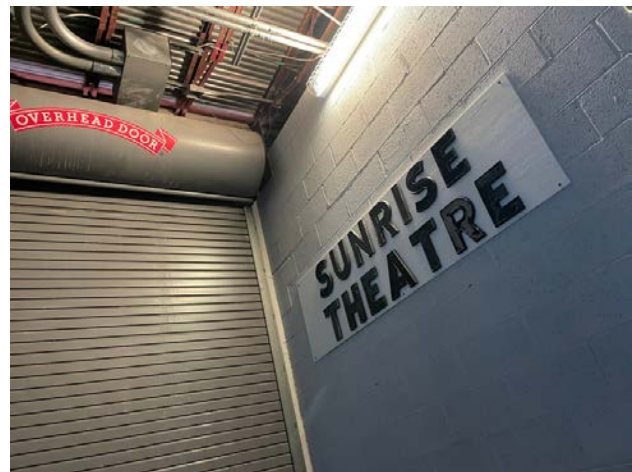


The Sunrise Theatre is nearing the completion of an upgrade to the theatrical lighting system. The upgrade brings the theatre into the 21st century. The upgrade also includes new touch panel access points throughout the facility allowing staff to turn on pre-set lighting without turning a lighting console on, as well as control of house and work lights.

The Black box is slated to have a new air conditioning system installed in the next few weeks. It will replace an older, failing unit, offering a significant increase in energy efficiency and greater cooling capability, resulting in annual cost savings for the facility.

The facility was recently re-keyed to increase security and reduce access to restricted areas, repaired aged and failing crash bar mechanisms throughout the facility. New paint touched up the backstage, stairs, and entertainer entry points to freshen up the look as well as cleared out the backstage area. Currently working in phases to complete a total interior repaint.

Lastly, the Sunrise is in the process of receiving quotes for the following much needed items: Annual carpet cleaning (includes all theatre seating), and installation of monitored burglar alarm system (to include exterior entryway camera systems).





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