

# FORT PIERCE REDEVELOPMENT AGENCY

## BOARD AGENDA

FPRA Regular Meeting - Tuesday, November 14, 2023 - 5:05 p.m.  
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES**
  - a. Approval of Minutes from October 10, 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 the Third Amendment to the grant agreement between the State of Florida, Department of State and the City of Fort Pierce extending the grant period for the Highwaymen Museum project.

- b. Approval of the Second Amendment to the Development Agreement for Oaks at Moore's Creek Phase II.

8. **NEW BUSINESS**

- a. FPRA Resolution 23-07 Authorizing the execution of a deed to transfer fifteen (15) residential lots and a right of way, known as Oaks at Moores Creek Phase II, approximately 3.38 acres located between Avenue B and Canal Terrace, to OMCII, LLC, a Florida limited liability company.
- b. FPRA Resolution 23-06 authorizing the execution of the sale and development agreement for 424 & 426 Douglas Court.
- c. FPRA Resolution 23-05 authorizing the execution of the sale and development agreement for 612 N 25th Street.
- d. Progression Properties LLC redevelopment update for 1409 Avenue J & 2002 Avenue M requesting an additional extension; deadline to commence construction was November 10, 2024
- e. General Contractor Services Agreement for the Exterior Restoration of Old St. Anastasia, Bid No. 2023-037, for the Amount of \$588,168.46.
- f. Discussion and direction regarding the Unsolicited Development Proposal submitted by ACCEL Schools and TechnoArts Academy for the purchase and redevelopment of Old St. Anastasia School
- g. Lincoln Park Community Policing
- h. 301 South Ocean Drive Discussion

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:** November 14, 2023

**Re:** Approval of Minutes from October 10, 2023, FPRA Regular Meeting

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Approval of Minutes from October 10, 2023, FPRA Regular Meeting

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**Attachments**

FPRA Minutes

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MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, OCTOBER 10, 2023.

**1. CALL TO ORDER**

Chairperson Linda Hudson called the October 10, 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

Absent: Commissioner Curtis Johnson, Jr.

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

City Clerk, Linda Cox, notified the Board that Commissioner Curtis Johnson Jr. will be absent from the meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to excuse the absence of Commissioner Curtis Johnson Jr.

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

Passed

**4. APPROVAL OF MINUTES**

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve the minutes from the September 13, 2023, FPRA Regular Meeting.

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

Passed

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

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

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

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. Authorize the FPRA Director to accept the 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.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the Consent Agenda.

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

Passed

**8. NEW BUSINESS**

- a. Peacock Arts District Mural Program Update

Redevelopment Specialist, Marsha Commond, presented The Peacock Arts District Mural update and answered question posed by the Board.

- b. Discussion Item: Template for the Surplus Property Sale Agreement

City Attorney, Sara Hedges, presented the template for the Surplus Property Sale Agreement and answered questions posed by the Board.

The Board discussed the template options.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to select option number one, which requires notice to city before assignment.

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

Passed

- c. Sunrise Theatre Update

Communications Specialist, Joe Sweat, along with Holland Ryan, Director of Operations and Technical Director for The Sunrise Theater, presented, The Sunrise Theatre update.

The Board expressed enthusiasm for the report of the economic test study and discussed future events.

d. Overview of Commercial Facade Grant Program

Redevelopment Specialist, Miriam Garcia, presented the Overview Façade Grant Program and answered questions posed by the Board.

**9. STAFF COMMENTS**

a. FPRA Programs & Activities Summary

City Manager, Nick Mimms, mentioned the attached Programs & Activities Summary.

**10. BOARD COMMENTS**

In response to Commissioner Jeremiah Johnson, City Manager, Nick Mimms, indicated that once the proposal is received from the Regional Planning Council it will be brought back to this Board regarding the Western Peninsula Study.

**11. ADJOURNMENT**

Chairperson Linda Hudson adjourned the meeting at 6:22 p.m.

ATTEST:

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CITY CLERK

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CHAIRPERSON

**FPRA Regular Meeting**

**7. a.**

**Meeting Date:** November 14, 2023

**Re:** Grant Award Agreement between the State of Florida, Department of State and the City of Fort Pierce

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

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**SUBJECT:**

Approval of the Third Amendment to the grant agreement between the State of Florida, Department of State and the City of Fort Pierce extending the grant period for the Highwaymen Museum project.

**SUMMARY:**

Based on the revised project schedule, the project is expected to begin on October 30, 2023 and be completed on April 8, 2024. As per the Second Amendment to the grant period, the extension ends 12/31/2023.

**RECOMMENDATION:**

Staff recommends approval of the Second Amendment to the extension of the grant period for the Highwaymen Museum project.

**ALTERNATIVES:**

Staff will proceed as directed by the Commission.

**RESPONSIBLE STAFF:**

Audria Moore-Wells, Special Projects Coordinator

**COORDINATED WITH:**

Nicholas C. Mimms, P.E., ICMA-CM, City Manager  
Sara Hedges, City Attorney  
Teri Abstein, Financial Administrator, FL Department of State

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**Fiscal Impact**

**Budgeted Y/N:** N

**Fiscal Year:** N/A

**Account:** N/A

**Amount:** N/A

**OTHER INFORMATION:**

There is no fiscal impact.

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**Attachments**

RLS Approval Memo  
Third Grant Amendment  
Updated Project Schedule  
Original Grant Agreement and Amendments

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TO: AUDRIA MOORE-WELLS, SPECIAL PROJECTS COORDINATOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: APPROVAL OF HIGHWAYMEN MUSEUM GRANT EXTENSION AMENDMENT EXTENDING  
THE GRANT PERIOD TO 12/31/2023

CAO RLS FILE: 23-289

DATE: OCTOBER 23, 2023

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I have reviewed the above Request for Legal Services (RLS) related to an Amendment Extending the Grant Period for the Highwaymen Museum Grant. The document is approved as to form and correctness.

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

Thank you.  
SH/mm

cc: Nicholas Mimms, City Manager  
Linda Cox, City Clerk

## City of Fort Pierce

### 23.s.aa.900.084

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

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for FL Highwaymen & African-American Culture Project . The parties now mutually desire to amend certain terms and conditions of the grant agreement.

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

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

The following sections are hereby revised as follows:

#### **Original Length of Agreement**

7/1/2021 -12/31/2023

#### **Amended Length of Agreement**

7/1/2021 -6/30/2024

#### **Additional Conditions**

12. Grant Reporting Requirements:

g) Seventh Report is due by January 15, 2024, for the period ending December 31, 2023.

h) Eighth Report is due by April 15, 2024, for the period ending March 31, 2024.

i) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

\_\_\_\_\_  
Authorized official for the Grantee

\_\_\_\_\_  
Authorized official for the Division

\_\_\_\_\_  
Authorized official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Authorized official Signature

\_\_\_\_\_  
Date

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Text1	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May
1		<b>Highwaymen Museum</b>	116 days	Mon 10/30/23	Mon 4/8/24											
2		<b>Exterior Finishes</b>	8 days	Mon 10/30/23	Wed 11/8/23											
3		Demo exterior concrete stairs / railing - 2nd FL	3 days	Mon 10/30/23	Wed 11/1/23											
4		Remove concrete slab - East	1 day	Thu 11/2/23	Thu 11/2/23	3										
5		Relocate domestic water line - East	3 days	Fri 11/3/23	Tue 11/7/23	4										
6		Form & Pour new concrete stairs & railing - East	2 days	Fri 11/3/23	Mon 11/6/23	4										
7		New CMU wall for stairs - East	3 days	Tue 10/31/23	Thu 11/2/23	4SF+1 day										
8		Inspection	1 day	Wed 11/8/23	Wed 11/8/23	7,6,5										
9		<b>Exterior Openings</b>	7 days	Thu 11/2/23	Fri 11/10/23											
10		Demo exterior wall for new openings	3 days	Thu 11/2/23	Mon 11/6/23	3										
11		Replace (2) exterior doors w/ impact storefront doors - 2nd FL	3 days	Tue 11/7/23	Thu 11/9/23	10										
12		Replace (3) exterior doors w/ impact storefront doors - 1st FL	3 days	Tue 11/7/23	Thu 11/9/23	10										
13		Door inspection	1 day	Fri 11/10/23	Fri 11/10/23	11,12										
14		<b>Interior Finishes</b>	141 days	Mon 9/25/23	Mon 4/8/24	2										
15		<b>Selective Demo Work</b>	12 days	Thu 11/9/23	Fri 11/24/23											
16		Demo existing HVAC system	2 days	Thu 11/9/23	Fri 11/10/23	10										
17		Remove existing floor tile (1600 SF) - 2nd FL	3 days	Fri 11/10/23	Tue 11/14/23	11										
18		Remove (6) existing door/frame/casing - 2nd FL	1 day	Thu 11/9/23	Thu 11/9/23	10										
19		Provide new wall door openings - 2nd FL	1 day	Thu 11/9/23	Thu 11/9/23	3,4										
20		Remove window sill damage - 2nd FL	1 day	Thu 11/9/23	Thu 11/9/23	3,4										
21		Remove existing floor tile (1600 SF) - 1st FL	7 days	Wed 11/15/23	Thu 11/23/23	17										
22		Demo and store glass wall partitions - 1st FL	1 day	Fri 11/24/23	Fri 11/24/23	21										
23		<b>Kitchen Renovation- 1st FL</b>	21 days	Thu 11/9/23	Thu 12/7/23											
24		Demo existing Kitchen	2 days	Thu 11/9/23	Fri 11/10/23	2										
25		Millwork/Countertop fabrication	14 days	Mon 11/13/23	Thu 11/30/23	24										
26		Install new millwork / countertops / appliances	2 days	Fri 12/1/23	Mon 12/4/23	25										
27		Install Kitchen shutters	1 day	Tue 12/5/23	Tue 12/5/23	26,25										
28		Prime and paint walls	2 days	Wed 12/6/23	Thu 12/7/23	27										
29		<b>Fire Protection/Sprinkler</b>	7 days	Thu 11/9/23	Fri 11/17/23											
30		Re-route O/H Fire Sprinkler -1st FL	5 days	Thu 11/9/23	Wed 11/15/23											
31		FS Inspection	2 days	Thu 11/16/23	Fri 11/17/23	30										
32		<b>Electrical Room - 1st FL</b>	6 days	Fri 12/8/23	Fri 12/15/23											
33		Install framework	1 day	Fri 12/8/23	Fri 12/8/23	28										
34		Install door frame (recycled door from 2nd FL)	1 day	Mon 12/11/23	Mon 12/11/23	33										
35		Frame Inspection	1 day	Tue 12/12/23	Tue 12/12/23	34										
36		Install drywall	1 day	Tue 12/12/23	Tue 12/12/23	34										
37		Screw Inspection	1 day	Wed 12/13/23	Wed 12/13/23	35,36										
38		Tape and float drywall	2 days	Thu 12/14/23	Fri 12/15/23	37,34										
39		<b>Tile Flooring</b>	10 days	Mon 12/18/23	Fri 12/29/23											
40		Install ceramic tile (1600 SF) - 2nd FL	10 days	Mon 12/18/23	Fri 12/29/23	38										
41		Install ceramic tile (1600 SF) - 1st FL	7 days	Mon 12/18/23	Tue 12/26/23	38										
42		<b>Interior Window sills and Trim</b>	4 days	Mon 1/1/24	Thu 1/4/24	39										
43		Install (5) marble window sills - 2nd FL	2 days	Mon 1/1/24	Tue 1/2/24	41										
44		Install (12) marble window sills - 1st FL	2 days	Wed 1/3/24	Thu 1/4/24	41,43										
45		<b>Interior Paint</b>	10 days	Fri 1/5/24	Thu 1/18/24	42										
46		Repair, patch, prime and paint walls (3400 SF) - 2nd FL	5 days	Fri 1/5/24	Thu 1/11/24	43										
47		Repair, patch, prime and paint walls (3400 SF) - 1st FL	5 days	Fri 1/12/24	Thu 1/18/24	46										
48		<b>FFE</b>	5 days	Wed 1/10/24	Tue 1/16/24											
49		Install (12) custom window coverings - 2nd FL	3 days	Wed 1/10/24	Fri 1/12/24	46SS+3 days										
50		Install (6) temporary window coverings - 1st FL	2 days	Mon 1/15/24	Tue 1/16/24	49										
51		Install LED track lighting (24 sections) - 2nd FL	1 day	Fri 1/12/24	Fri 1/12/24	46										
52		Install LED track lighting (20 sections) - 1st FL	1 day	Mon 1/15/24	Mon 1/15/24	51										

Project: Highwaymen Museum  
Date: Fri 9/29/23

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Critical Split	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline		Progress	
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Critical		Manual Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Text1	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May
53		<b>Generator</b>	141 days	Mon 9/25/23	Mon 4/8/24				[Gantt bar from Oct 1 to Apr 8]							
54		Order/ Fabrication of generator	26 wks	Mon 9/25/23	Fri 3/22/24				[Gantt bar from Oct 1 to Mar 22]							
55		Install generator	2 days	Mon 3/25/24	Tue 3/26/24	54										
56		Inspection	1 day	Wed 3/27/24	Wed 3/27/24	55										
57		New CMU wall - North	3 days	Mon 4/1/24	Wed 4/3/24	55SS+5 days										
58		Install CMU gate and property security fencing	3 days	Thu 4/4/24	Mon 4/8/24	57										
59		<b>HVAC</b>	3 days	Mon 12/18/23	Wed 12/20/23											
60		Install new 4-ton A/C system	2 days	Mon 12/18/23	Tue 12/19/23	32										
61		Inspection	1 day	Wed 12/20/23	Wed 12/20/23	60										
62		<b>Sitework</b>	27 days	Mon 11/13/23	Tue 12/19/23											
63		Remove existing fence	14 days	Mon 11/13/23	Thu 11/30/23	9										
64		Pressure wash exterior building façade & CMU wall	3 days	Fri 12/1/23	Tue 12/5/23	63										
65		Paint exterior façade (Nort South West side)	4 days	Wed 12/6/23	Mon 12/11/23	64										
66		<b>Paint exterior mural façade (East side) - by VENDOR (OWNER TO CONFIRM)</b>	10 days	Wed 12/6/23	Tue 12/19/23	65SS										
67		Install brick pavers art garden (1200 SF)	4 days	Fri 12/8/23	Wed 12/13/23	66SS+2 days,65S										
68		<b>Final Acceptance</b>	5 days	Tue 12/12/23	Mon 12/18/23											
69		Complete final inspection for certificate of occupancy	1 day	Tue 12/12/23	Tue 12/12/23	65										
70		Perform final walk-through inspection	1 day	Wed 12/13/23	Wed 12/13/23	69										
71		Complete punch list items	2 days	Thu 12/14/23	Fri 12/15/23	70										
72		Cleanup for occupancy	1 day	Mon 12/18/23	Mon 12/18/23	71										

Project: Highwaymen Museum  
Date: Fri 9/29/23

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Critical Split	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline		Progress	
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Critical		Manual Progress	

**GRANT AWARD AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE**

AND  
City of Fort Pierce  
HD7SD9PNKNA5  
23.s.aa.900.084

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Fort Pierce hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.084 for the Project "FL Highwaymen & African-American Culture Project," in the amount of \$483,662 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "FL Highwaymen & African-American Culture Project," the public purpose for which these funds were appropriated.
  - a. The Grantee shall perform the following **Scope of Work**:

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

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	\$120,915
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$120,915
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$120,916

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$120,916
<b>Totals</b>				<b>\$483,662</b>

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

**For the Department :**  
Teri Abstein  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399

Phone: 850.245.6299

Email: [teri.abstein@dos.myflorida.com](mailto:teri.abstein@dos.myflorida.com)

**For the Grantee:**

Contact: Audria Moore-Wells

Address: 100 N US Highway 1 Fort Pierce Florida 34950

Phone: 772.467.3184

Email: [amoorewells@cityoffortpierce.com](mailto:amoorewells@cityoffortpierce.com)

4. **Grant Payments.** All grant payments are requested online via <https://dosgrants.com/> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
  - a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
  - b. All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
  - a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
  - b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
  - c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards.

The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

## 9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

- i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.
- ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at: <https://www.nps.gov/subjects/historicpreservation/standards.htm>
- iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>
- iv. Architectural Services
  - A. All projects shall require contracting for architectural/engineering services.
  - B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.
- v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

- A. Upon completion of **schematic design**;
  - B. Upon completion of **design development and outline specifications**; and
  - C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
  - vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
    - A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
    - B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
    - C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
    - D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at [www.flheritage.com](http://www.flheritage.com)). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interior's Professional Qualification Standards for Archaeology*.

E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

b) For all projects involving **survey activities**, the following special conditions apply:

- i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.
- ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.
- iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federal Special Conditions contained in Attachment C.

**10. Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
- b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

**11. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

- a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

**12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via <https://dosgrants.com/>. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

- a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.
- b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 - September 30, 2022.
- c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.
- d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.

- e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.
- f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.
13. **Matching Funds.** Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than \$500,000. *However*, if the Grant Award Amount is greater than \$500,000, Grantee is required to provide a 50% match of the amount above \$500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.
14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however*; that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
  - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
  - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
  - d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
  - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
  - f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at [www.nps.gov/tps/standards/treatment-guidelines-2017.pdf](http://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf), standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch\\_stnds\\_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
  - g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of

consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;

- h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
- r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
- s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
- t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

**17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

**18. Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

**19. Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

**20. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Restrictive Covenants.** The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of grant funds. The Restrictive Covenants shall include at a minimum the following provisions:
- a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.
  - b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.
  - c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
  - d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
  - e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.
  - f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.
    - i. Amortization Schedule for projects involving improvements to Real Property:  
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).
  - g. Other provisions as agreed upon by the Department and the Grantee.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

- b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.
  - c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
  - d. The name of the account(s) must include the grant award number;
  - e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
  - f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.
- 29. Liability.** The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.
- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
  - b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
  - c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
32. **Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
33. **Termination of Agreement.**
  - a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.
  - b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
  - c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
36. **Required Procurement Procedures for Obtaining Goods and Services.**
  - a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.
  - b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

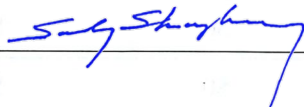
37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a. This Agreement
- b. Estimated Project Budget (Attachment A)
- c. Single Audit Act Requirements and Exhibit I (Attachment B)
- d. Federal Special Conditions (Attachment C)
- e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

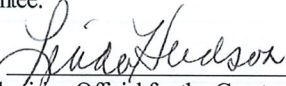
Department of State:

By: 

Division Director Sandy Shaughnessy  
Division of Arts and Culture

August 23, 2022  
Date

Grantee:

By:   
Authorizing Official for the Grantee

Linda Hudson, Mayor  
Typed name and title

8/1/2022  
Date

**ATTACHMENT A**

**Estimated Project Budget**

<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In Kind Match</b>
<b>Other</b>			
HVAC Systems	\$21,450	\$0	\$0
Alarm System	\$81,596	\$0	\$0
Fencing	\$78,480	\$0	\$0
Building Pressure Wash	\$1,200	\$0	\$0
Exterior Building Painting	\$16,500	\$0	\$0
Brick Garden Pavers	\$32,500	\$0	\$0
LED Track Lights 1st Fl	\$12,000	\$0	\$0
Exterior Doors PGT Impact 1st Fl	\$10,000	\$0	\$0
Kitchen Wood Shutters	\$1,350	\$0	\$0
Removal & Replace Flooring 1st Fl	\$11,600	\$0	\$0
Windowsills 1st Fl	\$1,800	\$0	\$0
Repair Prime Patch Paint Walls 1st Fl	\$10,200	\$0	\$0
LED Track Lighting 2nd FL	\$18,750	\$0	\$0
Window Coverings 2nd Fl	\$7,200	\$0	\$0
2 Exterior Doors PGT Impact 2nd Fl	\$5,000	\$0	\$0
Removal & Replace Flooring 2nd Fl	\$11,600	\$0	\$0
Repair Patch Paint 2nd Fl	\$10,200	\$0	\$0
Generators	\$75,500	\$0	\$0
Install Fire Wet Water Suppression System	\$25,000	\$0	\$0
Install 6 Custom Window Coverings throughout 1st Floor	\$3,600	\$0	\$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	\$1,250	\$0	\$0

<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In Kind Match</b>
Supply and Install 5 Windowsills 2nd Fl	\$750	\$0	\$0
Elevator Repair	\$6,136	\$0	\$0
Kitchen Renovation	\$40,000	\$0	\$0
<i>Subtotals</i>	<i>\$483,662</i>	<i>\$0</i>	<i>\$0</i>
<b>Totals</b>	<b>\$483,662</b>	<b>\$0</b>	<b>\$0</b>

## ATTACHMENT B

### FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office [www.ecfr.gov](http://www.ecfr.gov)

##### **Part II: State Funded**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

### **Part III: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State through the <https://dosgrants.com/> grants management system.
  - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.  
  
The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department of State through the <https://dosgrants.com/> grants management system.
  - B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401

111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

**EXHIBIT 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. \$483,662

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Not applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

## ATTACHMENT C

### FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.
3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.
5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.
7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.
8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").
10. **Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
11. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 110 *et sequence*.
13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
  - i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
  - ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
  - iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
17. **Additional Lobbying Requirements.**
  - i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
  - ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
  - iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.
19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.
20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
  - i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - iii. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#) all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" [60 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - iv. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#) and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#) "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#) "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.**

- v. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- vii. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - A. Procure or obtain;
  - B. Extend or renew a contract to procure or obtain; or
  - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
  3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See [Public Law 115-232](#), section 889 for additional information.
- F. See also 2 CFR [§ 200.471](#).
- xii. Domestic Preferences for Procurements.
- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

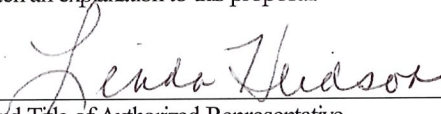
**ATTACHMENT D**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
\_\_\_\_\_  
Name and Title of Authorized Representative

  
\_\_\_\_\_

Signature

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



## City of Fort Pierce

### 23.s.aa.900.084

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

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

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

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

The following sections are hereby revised as follows:

#### Original Scope Of Work

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

#### Amended Scope Of Work

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

#### Original Budgets

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

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

**Amended Budgets**

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

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

AUTHORIZATION

Linda Hudson

Authorized official for the Grantee

Sandy Shaughnessy, Director

Authorized official for the Division

Linda Hudson

Authorized official Signature

Date

Sandy Shaughnessy

Division Authorized official Signature

March 23, 2023

Date

**City of Fort Pierce**

**23.s.aa.900.084**

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

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for FL Highwaymen & African-American Culture Project . The parties now mutually desire to amend certain terms and conditions of the grant agreement.

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

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

The following sections are hereby revised as follows:

**Original Length of Agreement**

7/1/2021 - 06/30/2023

**Amended Length of Agreement**

7/1/2021 -12/31/2023

**Additional Conditions**

12. Grant Reporting Requirements:

f) Sixth Report is due by October 15, 2023 for the period ending September 30, 2023 (third year of the grant period).

g) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Linda Hudson, Mayor

Authorized official for the Grantee

\_\_\_\_\_

Authorized official for the Division

Linda Hudson      6/5/23

Authorized official Signature

Date

\_\_\_\_\_

Division Authorized official Signature

\_\_\_\_\_

Date

**FPRA Regular Meeting**

**7. b.**

**Meeting Date:** November 14, 2023

**Re:** Oaks at Moore's Creek Phase II Second Amendment to Development Agreement

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

---

**SUBJECT:**

Approval of the Second Amendment to the Development Agreement for Oaks at Moore's Creek Phase II.

**SUMMARY:**

This Second Amendment amends the Agreement for Development of Oaks at Moore's Creek executed by and between OMCII, LLC (formerly Stuart & Shelby Development, Inc. and East to West Development Corporation) and Fort Pierce Redevelopment Agency on June 8, 2021. In the amendment the FPRA certifies to the Developer

- that all "INFRASTRUCTURE Improvements" (as that term is defined in the First Amendment) for the Project, have been constructed and installed by the City, and are fully completed in strict accordance with their approved plans and specifications, and building codes, regulations, and Applicable Laws.
- the Project Replat known as "The Oaks at Moore's Creek II" has been recorded in Plat Book 109, at Page 20, of the Public Records of St. Lucie County, Florida.
- the Closing of the Property shall occur on or before November 30, 2023, provided all conditions of Closing under Sections 4.4 and 4.5 of the Development Agreement, as modified by the First Amendment, are satisfied by the applicable party (or waived by Developer) by that date.

**RECOMMENDATION:**

Approve the Second Amendment to the Development Agreement for Oaks at Moore's Creek Phase II.

**ALTERNATIVES:**

Deny or revise the Second Amendment to the Oaks at Moore's Creek Phase II Development Agreement.

**RESPONSIBLE STAFF:**

Audria Moore-Wells, Special Projects Coordinator

**COORDINATED WITH:**

Nicholas C. Mimms, P.E., ICMA-CM, City Manager  
Sara Hedges, City Attorney  
Attorney Kaylee Tuck, GrayRobinson, P.A.  
OMCII LLC, Developer  
Attorney Michael Flam

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## **Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2024  
**Account:** N/A  
**Amount:** N/A

### **OTHER INFORMATION:**

N/A

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## **Attachments**

City Attorney Approval Memo  
Second Amendment

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TO: AUDRIA MOORE-WELLS, SPECIAL PROJECTS COORDINATOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: OAKS AT MOORE CREEK PHASE II CLOSING DOCUMENTS

CAO RLS FILE: 23-310

DATE: NOVEMBER 7, 2023

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I have reviewed the proposed documents. I have made suggested changes in a Track Changes version for the Second Amendment, the FPRA Resolution, and the City Resolution. I have also included Clean Copy versions of each document. The Clean Copy versions are approved as to form and correctness.

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

Thank you.  
SH/mm

cc: Nicholas Mimms, City Manager  
Linda Cox, City Clerk

**SECOND AMENDMENT**  
**TO**  
**DEVELOPMENT AGREEMENT**

This Second Amendment to Development Agreement (“**Second Amendment**”) is made and entered on November \_\_\_\_, 2023, by and between **OMCII, LLC**, a Florida limited liability company (“**OMCII**” or “**Developer**”) and **FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of the City of Fort Pierce, and Florida Municipal Corporation (“**FPRA**”). [Developer and FPRA are each a “**party**” and together are the “**parties**” in this Second Amendment. All initially capitalized terms used in this Second Amendment shall have the same meanings ascribed to them in the Total Agreement (hereinafter defined), except for those terms in bold text below.]

**RECITALS:**

A. Stuart & Shelby Development, Inc., a Florida corporation (“**S&S**”), East to West Development Corporation, a Florida not-for-profit corporation (“**ETWDC**”), and FPRA, entered into that certain Development Agreement for Affordable/Workforce Housing, dated June 8, 2021, concerning the Project (“**Development Agreement**”).

B. S&S and ETWDC, in accordance with Section 12.3 of the Development Agreement, totally assigned their entire right, title and interest as the “**Developer**” under the Development Agreement to OMCII, by that certain Total Assignment of Development Agreement by Developer, dated August 31, 2021 (“**Total Assignment**”). OMCII is the sole Developer under the Development Agreement.

C. The parties subsequently entered into that certain First Amendment to the Development Agreement, dated March 8, 2022 (“**First Amendment**”). (The Development Agreement and First Amendment are hereinafter collectively called the “**Total Agreement.**”)

D. Based on recent discussions between Developer and FPRA, the parties for and in consideration of the mutual promises, covenants, and other good and valuable consideration set forth in this Second Amendment, the receipt and sufficiency of which is acknowledged, agree to modify the Total Agreement as set forth below.

1. The recitals set forth above are acknowledged by the parties to be true and correct, and are an integral part of this Second Amendment.

2. FPRA certifies to Developer that all “**INFRASTRUCTURE Improvements**” (as that term is defined in the First Amendment) for the Project, have been constructed and installed by the City, and are fully completed in strict accordance with their approved plans and specifications, and building codes, regulations, and Applicable Laws.

3. The Project Replat known as “**The Oaks at Moore’s Creek II**” has been recorded in Plat Book 109, at Page 20, of the Public Records of St. Lucie County, Florida.

4. The Closing of the Property shall occur on or before November 30, 2023, provided all conditions of Closing under Sections 4.4 and 4.5 of the Development Agreement, as modified by the First Amendment, are satisfied by the applicable party (or waived by Developer) by that date.

5. Except as specifically modified by this Second Amendment, the Total Agreement remains in full force and effect. If there is any conflict between the Total Agreement and this Second Amendment, this Second Amendment shall always control. This Second Amendment may be executed in one or more counterparts and collectively shall constitute one and the same document. An electronic signed copy of this Second Amendment shall be treated for all purposes as an original. Each individual signing below has the authority to legally bind his/her respective party to the terms, provisions and conditions contained in this Second Amendment without any further documentation or approvals.

**DEVELOPER:**

**OMCII, LLC, a Florida limited liability company**

By Its Sole Manager:

East to West Development Corporation,  
a Florida not-for-profit corporation

By: Daniel A. Rosemond  
Name: Daniel A. Rosemond  
Title: Chief Executive Officer

**FPRA:**

**Fort Pierce Redevelopment Agency,**  
a dependent special district of the City of Fort Pierce, and  
Florida Municipal Corporation

By: \_\_\_\_\_  
Name: Linda Hudson  
Title: Chair

**ATTEST:**

By: \_\_\_\_\_  
Name: Linda Cox  
Title: City Clerk

**APPROVED AS TO FORM AND  
CORRECTNESS:**

By: \_\_\_\_\_  
Name: Sara Hedges  
Title: Agency Attorney

**FPRA Regular Meeting**

**8. a.**

**Meeting Date:** November 14, 2023

**Re:** Resolution NO. 23-07

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

---

**SUBJECT:**

FPRA Resolution 23-07 Authorizing the execution of a deed to transfer fifteen (15) residential lots and a right of way, known as Oaks at Moores Creek Phase II, approximately 3.38 acres located between Avenue B and Canal Terrace, to OMCII, LLC, a Florida limited liability company.

**SUMMARY:**

After advertising Request for Proposals (“RFP”) No. 2020-013, considering the responses, and selecting East to West Development Corporation subsequently assigned its interest in the Project and the Development Agreement to OMCII, LLC (“DEVELOPER”), as the only responsive proposer, the Fort Pierce Redevelopment Agency (“FPRA”) entered into an agreement with OMCII, LLC, to develop certain property located between Avenue B and Canal Terrace and commonly known as Oaks at Moore's Creek Phase II. The original developer’s agreement, which was approved by the FPRA on June 8, 2021, was amended, restated, and approved by the FPRA Board on March 8, 2022 (collectively the “Agreement”).

The Agreement contemplates the transfer of certain parcels from the FPRA to the DEVELOPER. The proposed resolution authorizes the execution of a deed to transfer said property from the FPRA to the Developer and other such closing documents necessary to complete the transaction pursuant to the terms of the Development Agreement.

**RECOMMENDATION:**

Approval

**ALTERNATIVES:**

Approve the resolution with changes, or disapprove the resolution.

**RESPONSIBLE STAFF:**

Audria Moore-Wells, Special Projects Coordinator

**COORDINATED WITH:**

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

Sara Hedges, City Attorney

Attorney Kaylee Tuck, GrayRobinson, P.A.

OMCII, LLC

Attorney Michael Flam, representing OMCII, LLC

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## **Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2024  
**Account:** N/A  
**Amount:** N/A

### **OTHER INFORMATION:**

The parcels are being transferred in furtherance of an affordable and workforce housing project.

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## **Attachments**

City Attorney Approval Memo  
Resolution  
Resolution Exhibits

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TO: AUDRIA MOORE-WELLS, SPECIAL PROJECTS COORDINATOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: OAKS AT MOORE CREEK PHASE II CLOSING DOCUMENTS

CAO RLS FILE: 23-310

DATE: NOVEMBER 7, 2023

---

I have reviewed the proposed documents. I have made suggested changes in a Track Changes version for the Second Amendment, the FPRA Resolution, and the City Resolution. I have also included Clean Copy versions of each document. The Clean Copy versions are approved as to form and correctness.

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

Thank you.  
SH/mm

cc: Nicholas Mimms, City Manager  
Linda Cox, City Clerk

FPPRA RESOLUTION NO. 23-XX

**A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING THE TRANSFER OF 3.38+/- ACRES BETWEEN AVENUE B AND CANAL TERRACE; DETERMINING THAT IT IS IN THE BEST INTEREST AND WELFARE OF THE CITY AND ITS RESIDENTS; PROVIDING FOR APPROPRIATE BUDGET ITEMS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (“FPPRA”) has recognized and prioritized the need for affordable and workforce housing units within the City of Fort Pierce; and

**WHEREAS**, the FPPRA identified 3.38+/- acres of property between Avenue B and Canal Terrace, just south of Moore’s Creek in the City of Fort Pierce (the “Property”), a survey and legal description of which is attached hereto as Exhibit “A” and incorporated herein; and

**WHEREAS**, on July 16, 2020, the FPPRA published Request for Proposal #2020-031 to identify qualified developers to build single-family residential housing units to be sold to income-eligible buyers as affordable and workforce housing (the “Project”); and

**WHEREAS**, the FPPRA received two proposals with only one proposal deemed responsive to the request based on minimum qualifications, such proposal being presented by East to West Development Corporation, a Florida not-for-profit corporation; and

**WHEREAS**, on September 8, 2020, the FPPRA authorized negotiations for a development agreement to be presented to the FPPRA for final review and approval; and

**WHEREAS**, on January 13, 2021, the FPPRA unanimously approved support for the proposal and authorized the Executive Director to proceed with securing a development agreement; and

**WHEREAS**, the negotiated development agreement was unanimously approved by the FPPRA Board on June 8, 2021, and there was executed that certain Development Agreement for Affordable/Workforce Housing with an effective date of June 8, 2021 (the “Development Agreement”); and

**WHEREAS**, on August 31, 2021, East to West Development Corporation subsequently assigned its interest in the Project and the Development Agreement to OMCII, LLC, a Florida limited liability company (the “Developer”); and

**WHEREAS**, the terms and conditions of the Development Agreement have been satisfied and Developer and the FPPRA wish to transfer the Property; and

**WHEREAS**, the FPPRA intends to approve the transfer of the Property and authorize the necessary parties to execute a deed and other such closing documents necessary to complete the transaction pursuant to the terms of the Development Agreement.

**NOW, THEREFORE, BE IT RESOLVED** BY THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

**SECTION I.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION II.** The FPRA hereby authorizes the FPRA Chair to execute the deed and all other necessary closing documents to effectuate transfer of the Property to Developer, such deed is attached hereto as Exhibit “B” and incorporated herein by reference, or a deed in substantially similar form, finding the transfer of the Property pursuant to the Development Agreement to be in the best interest of the residents within the FPRA boundary.

**SECTION III.** The members of the FPRA, the City Manager, and the City Attorney or their designee are hereby further authorized to complete any necessary due diligence, execute documentation, or complete other actions necessary to consummate and effectuate the transfer of the Property in accordance with the terms of the Development Agreement.

**SECTION IV.** This Resolution shall become effective immediately upon its passage and adoption.

**IN WITNESS WHEREOF,** this Resolution has been duly adopted this \_\_\_\_ day of November, 2023.

\_\_\_\_\_  
LINDA HUDSON, Chair

ATTEST:

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
LINDA COX, City Clerk

\_\_\_\_\_  
SARA HEDGES, City Attorney

Exhibit A: Deed to OMCII, LLC

Exhibit B: Survey and Legal Description for the Property

Exhibit C: Request for Proposal #2020-031

Exhibit D: Proposal from East and West Development Corp.

Exhibit E: Development Agreement

Exhibit F: Assignment from East and West Development Corp. to OMCII, LLC

# EXHIBIT A: Deed to OMCII, LLC

Prepared By and Return To:

Kaylee A. Tuck, Esq.  
GrayRobinson, PA  
1404 Dean St., Suite 300  
Fort Myers, FL 33901

## **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made effective as of the \_\_\_ day of \_\_\_\_\_, 2023 by **FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of the City of Fort Pierce, Florida, a Florida municipal corporation, whose address is 100 N. US Highway 1, Fort Pierce, Florida 34950 (the “**Grantor**”), to and in favor of **OMCII, LLC**, a Florida limited liability company, whose address is 700 US Highway 1, Suite C, North Palm Beach, Florida 33408 (the “**Grantee**”).

## **WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in St. Lucie County, Florida, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”).

**TOGETHER**, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor; subject to ad valorem real property taxes and assessments for the year 2023 and subsequent years, if any, which are not yet due and payable and subject to the permitted title exceptions shown on **Exhibit “B”** attached hereto and incorporated herein (the “**Permitted Title Exceptions**”).

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand and seal the day and year first above written.

**FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of the City of Fort Pierce, Florida, a Florida municipal corporation

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF FLORIDA      )**  
**) ss:**  
**COUNTY OF ST. LUCIE    )**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of the City of Fort Pierce, Florida, a Florida municipal corporation, on behalf of the district, who is personally known to me or has produced \_\_\_\_\_ as identification (if left blank, then personally known to me).

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed Name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, AND 15, OF THE OAKS AT MOORE'S CREEK II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGES 20 AND 21, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

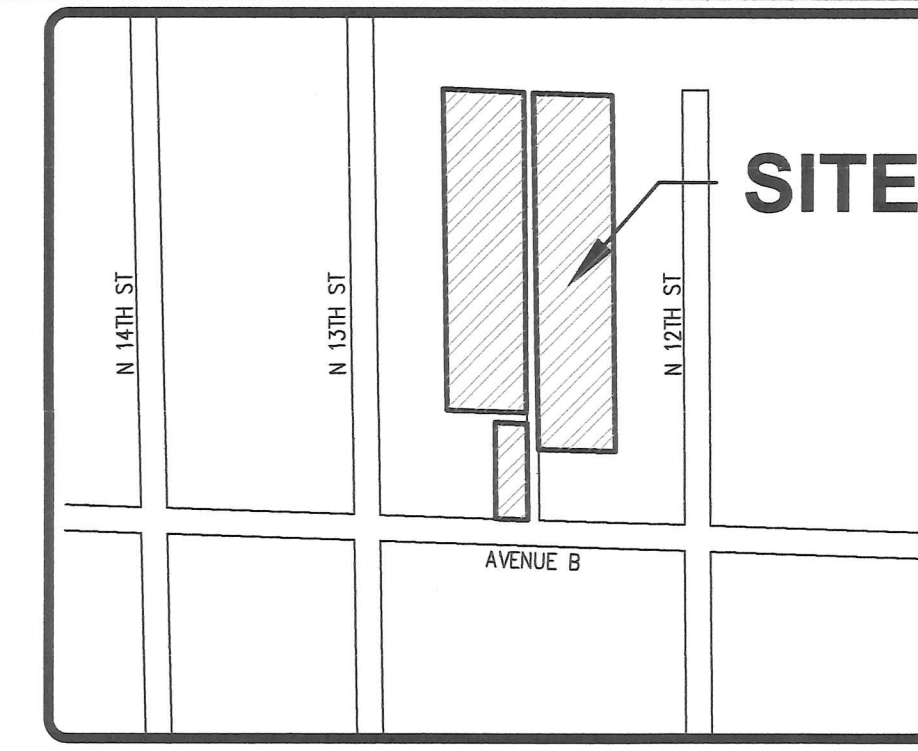
## **EXHIBIT "B"**

### **PERMITTED TITLE EXCEPTIONS**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term encroachment includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor, materials or equipment in connection with improvements, repairs or renovations provided before, on, or after Date of Policy and not shown by the Public Records at Date of Policy.
6. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
7. Any adverse ownership claim by right of sovereignty to any portion of the lands insured hereunder, including tidelands, submerged, filled and artificially exposed lands and lands accreted to such lands or dispute as to the boundaries purportedly caused by a change in the location of any water body within or adjacent to the land.
8. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges by any water, sewer or gas systems supplying the insured land.
9. Easements, restrictions, covenants and conditions as set forth in the Plat of The Oaks at Moore's Creek II, as recorded in Plat Book 109, Page 20.
10. Reservations in favor of the State of Florida as set forth in Deed recorded in Deed Book 124, Page 333, as affected by Release of Road Reservation recorded in Official Records Book 2628, Page 2057. Note: The rights of entry and exploration have been released pursuant to S270.11, F.S.
11. Utility Easement Deed granted to the City of Fort Pierce recorded in Official Records Book 5022, Page 1937.

# BOUNDARY & TOPOGRAPHIC SURVEY

## FOR: OMCII, LLC.



ST. LUCIE COUNTY, FLORIDA  
**VICINITY MAP**  
NO SCALE

**ENGINEERS & SURVEYORS ENVIRONMENTAL**  
10250 VILLAGE PARKWAY  
UNIT 201  
PORT ST. LUCIE, FL 34987  
772-462-2455  
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 6935  
L.B. CERTIFICATE OF AUTHORIZATION 8088

DATE	September 14, 2021
SCALE	AS SHOWN
FILED BY	21-4-59 Stuart & Shelby Development, Inc.
IP	
CHECKED BY	
MDT	
DOWN BY	

DATE	September 14, 2021
SCALE	AS SHOWN
FILED BY	21-4-59 Stuart & Shelby Development, Inc.
IP	
CHECKED BY	
MDT	
DOWN BY	

**BOUNDARY & TOPOGRAPHIC SURVEY**  
**FOR: OMCII, LLC.**

**RECORD INFORMATION**  
SEC. 09, TWPNSHP. 35 SOUTH, RGE. 40 EAST  
ST. LUCIE COUNTY, FLORIDA

**ENGINEERS & SURVEYORS ENVIRONMENTAL**  
10250 VILLAGE PARKWAY  
UNIT 201  
PORT ST. LUCIE, FL 34987  
772-462-2455

**21-430**

**1 OF 2**

### SCHEDULE B-II ITEMS

**TITLE COMMITMENT PREPARED BY**  
**WFG NATIONAL TITLE INSURANCE COMPANY**  
**COMMITMENT # 1934697FL-A**  
**COMMITMENT DATE: JULY 20, 2021, AT 8:00 AM**

- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.  
**AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.**
- ANY RIGHTS, INTERESTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.  
**AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.**
- EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.  
**AFFECTS SUBJECT, NOT SHOWN.**
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. THE TERM ENCROACHMENT INCLUDES ENCROACHMENTS OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, AND ENCROACHMENTS ON THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND.  
**AFFECTS SUBJECT PROPERTY, SHOWN ON SURVEY.**
- ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, MATERIALS OR EQUIPMENT IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY AND NOT SHOWN BY THE PUBLIC RECORDS AT DATE OF POLICY.  
**AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.**
- TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.  
**AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.**
- ANY ADVERSE OWNERSHIP CLAIM BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LANDS INSURED HEREUNDER, INCLUDING TIDELANDS, SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS AND LANDS ACCRETED TO SUCH LANDS OR DISPUTE AS TO THE BOUNDARIES PURPORTEDLY CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND.  
**LAND NOT AFFECTED BY WATER BOUNDARIES.**
- ANY LIEN PROVIDED BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES BY ANY WATER, SEWER OR GAS SYSTEMS SUPPLYING THE INSURED LAND.  
**AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.**
- EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS AS SET FORTH IN THE PLAT OF PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., AS RECORDED IN PLAT BOOK 2, PAGE 100. (AS TO PARCELS 1 THROUGH 15)  
**AFFECTS SUBJECT PROPERTY, SHOWN ON SURVEY.**
- EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS AS SET FORTH IN THE PLAT OF GOWDY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 8. (AS TO PARCEL 16)  
**AFFECTS PARCEL 16 ONLY, SHOWN ON SURVEY.**
- RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA AS SET FORTH IN DEED RECORDED IN DEED BOOK 124, PAGE 333, AS AFFECTED BY RELEASE OF ROAD RESERVATION RECORDED IN OFFICIAL RECORDS BOOK 2628, PAGE 2057, NOTE: THE RIGHTS OF ENTRY AND EXPLORATION HAVE BEEN RELEASED PURSUANT TO S27.011, F.S. (AS TO PARCEL 1)  
**AFFECTS PARCEL 1 ONLY, AS IT PERTAINS TO PETROLEUM AND OTHER MINERAL RIGHTS LISTED IN DEED BOOK 124, PAGE 333, BUT IS NOT A SURVEY MATTER.**

### SURVEYORS NOTES AND REPORT:

- REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
- THE LAST DATE OF FIELD WORK AND/OR ACQUISITION WAS SEPTEMBER 20, 2021.
- CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT AND/OR THEIR AGENTS. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHT-OF-WAY EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. A FORMAL TITLE COMMITMENT WAS PROVIDED FROM WFG NATIONAL TITLE INSURANCE COMPANY.
- PARCELS CONTAIN A TOTAL OF 2.957 ACRES, MORE OR LESS.
- THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN CHAPTER 54-17.050-053, FLORIDA ADMINISTRATIVE CODE, IS "RESIDENTIAL." THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THE REQUIRED DISTANCE ACCURACY.
- THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (1990).
- SUB-SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY.
- REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
- BEARINGS SHOWN HEREON ARE BASED UPON GRID BEARINGS AND REFERENCE TO THE LINE LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
- ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE BASED ON GPS REAL TIME KINEMATIC (RTK) OBSERVATION. SITE BENCHMARKS UTILIZED ARE SHOWN HEREON.
- THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLE'S "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
- IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
- PERTAINING TO PARCEL 16, A 6" WOOD FENCE WAS LOCATED AND FOUND TO BE APPROXIMATELY 0.39 FEET INSIDE THE PROPERTY, AS SHOWN ON THE SURVEY. NO OTHER ENCROACHMENTS WERE FOUND.
- THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
- THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0179K, HAVING AN EFFECTIVE DATE OF FEBRUARY 19, 2020. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.
- THE PROPERTY HAS VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE PUBLICLY DEDICATED ROAD RIGHT-OF-WAYS, NAMELY MEANS COURT, AVENUE B (PLATTED AS TROPICAL AVENUE), AND CANAL STREET.

### SYMBOL & ABBREVIATION LEGEND:

FFE	FINISHED FLOOR ELEVATION
PRM	PERMANENT REFERENCE MONUMENT
X 0.0'	TOPOGRAPHIC DATA (SOFT SURFACE)
X 0.00'	TOPOGRAPHIC DATA (HARD SURFACE)
⊗	SANITARY VALVE
—+—	WOOD FENCE
—○—	CHAIN LINK FENCE
☆	LIGHT POLE
— —	GUARD RAIL

### FLIGHT NOTES & ACCURACY REPORT:

- THIS SITE WAS FLOWN DURING SEPTEMBER 15, 2021, UTILIZING A DJ MATRICE 300 DRONE & ZENMUSE L1 LIDAR, WITH TRIMBLE BUSINESS CENTER FOR FLIGHT PLANNING AND POST PROCESSING.
- THE FLIGHT WAS OBSERVED BY CERTIFIED REMOTE PILOT NO. 4297810.
- GROUND ELEVATIONS WERE SPOT CHECK WITH GPS RTK.
- MEASUREMENTS OF DISTANCE, AREA AND VOLUME WITHIN THE MAP ARE ACCURATE TO WITHIN 1-3 TIMES THE GROUND SAMPLING DISTANCE. MAP MEASUREMENTS ARE WITHIN 1-3% OF GROUND-BASED MEASUREMENTS.
- FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE PHOTOGRAPHY AND ARE SUBJECT TO FIELD VERIFICATION BY THE END USER. AREAS DESIGNATED AS "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
- RELATIVE ACCURACY:  
• VERTICAL ACCURACY IS ± 0.25'

### LEGAL DESCRIPTION

- PARCEL 1:  
LOT 1, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 2:  
LOT 2, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 3:  
LOT 3, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FL., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 4:  
LOT 4, BLOCK 2, KILLER AND DEMMER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 5:  
LOT 5, BLOCK 2, OF PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 6:  
LOT 6, BLOCK 2, OF PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 7:  
LOT 7, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 8:  
LOT 8, BLOCK 2, OF PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 9:  
LOT 9, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 10:  
LOT 10, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 11:  
LOTS 16, 17, AND 18, BLOCK 2, OF PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FL., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 12:  
LOTS 19 AND LOT 20, LESS THE NORTH 10 FEET OF LOT 20, BLOCK 2, KILLER AND DEMMER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 13:  
THE NORTH 10 FEET OF LOT 20 AND ALL OF LOT 21, BLOCK 2, KILLER AND DEMMER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 14:  
LOT 22, LESS THE NORTH 27.5 FEET, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 15:  
THE WEST 110 FEET OF THE NORTH 27.5 FEET OF LOT 22 AND THE WEST 110 FEET OF LOTS 23 AND 24, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- AND  
THE NORTH 27.5 FEET OF LOT 22 AND ALL OF LOTS 23 AND 24, LESS THE WEST 110 FEET THEREOF, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- PARCEL 16:  
LOT 1, BLOCK 1, GOWDY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 2.957 ACRES, MORE OR LESS.

### CERTIFIED TO:

- STUART & SHELBY DEVELOPMENT, INC.
- EAST TO WEST DEVELOPMENT CORPORATION
- OMCII, LLC
- WFG NATIONAL TITLE INSURANCE COMPANY
- ST. LUCIE TITLE SERVICES, INC.
- FORT PIERCE REDEVELOPMENT AGENCY
- MICHAEL ROBERT FLAM P.A.

MICHAEL T. OWEN  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION #5556  
9-23-2021  
STATE OF FLORIDA  
Professional Surveyor



<p><b>TO:</b>                  City of Fort Pierce, Purchasing Division,                  Room 101                  100 North U.S. #1                  Fort Pierce, FL 34950</p> <p><b>MAIL TO:</b>                  City of Fort Pierce Purchasing Division,                  Room 101                  P.O. Box 1480                  Fort Pierce, FL 34954-1480</p>	<p><b>REQUEST                  FOR                  PROPOSALS                  and                  PROPOSAL                  ACKNOWLEDGMENT</b></p>
<p><b>Contact:</b> Latonya Hubbard, 772-467-3102</p>	<p><b>RFP No:</b> 2020-031</p>
<p><b>Pre- Bid Conference Date:</b>                   3:00 PM, WEDNESDAY, JULY 29, 2020</p>	<p><b>RFP Title:</b>                   OAKS AT MOORES CREEK                  REDEVELOPMENT – PHASE II</p>
<p><b>Pre-Bid Conference Location:</b>                   COMMISSION CHAMBERS, 1<sup>ST</sup> FLOOR, CITY                  HALL, 100 NORTH U.S. 1, FORT PIERCE, FL</p>	<p><b>Bid Opening Location:</b>                  Purchasing Division, Room 101                  100 North U.S. #1                  Ft. Pierce, Florida 34950</p>
<p><b>Bid Due Date &amp; Time:</b>                   3:00 PM, TUESDAY, AUGUST 18, 2020</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p><b>Bidder Name:</b>                  _____</p> <p><b>Mailing Address:</b>                  _____                  _____                  _____</p>	<p><i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.</i></p> <p>X _____                  Authorized Signature (Manual)</p>
<p><b>City, State, Zip Code:</b></p>	<p><b>Typed or Printed Name:</b></p>
<p><b>Type of Entity (Place a check or X):</b>  <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship</p>	<p><b>Title:</b></p>
<p><b>Incorporated in the State of:</b> _____ <b>Year:</b> _____</p>	<p><b>Delivery in</b> _____ <b>days, ARO</b></p>
<p><b>Phone Number:</b></p>	<p><b>Payment Terms:</b> Net 30 Days</p>
<p><b>Fax Number:</b></p>	<p><b>FEIN or SS Number:</b></p>
<p><b>E-Mail Address:</b></p>	<p><b>Local Business:</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>MWBE:</b> <input type="checkbox"/> Y <input type="checkbox"/> N</p>
<p><b>Bid Security is attached, when required, in the amount of \$</b> _____</p> <p style="text-align: center;"><b>F.O.B. DESTINATION</b></p>	<p><b>If returning as a "No Bid" state reason:</b></p>

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID**

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## SECTION I

### GENERAL CONDITIONS

#### 1. **GENERAL INFORMATION**

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals which do not comply with the requirements may be rejected at the option of the City.

#### 2. **DELAYS**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

#### 3. **EXECUTION OF PROPOSAL**

**Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD.** Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.

#### 4. **NO BID**

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

#### 5. **PROPOSAL OPENING**

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram, or

telephone is not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: <https://www.demandstar.com>.

**6. TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

**7. DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

**8. MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

**9. INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

**10. DELIVERY**

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

**11. ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

**12. INTERPRETATION**

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 9. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

**13. ADDENDUM**

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Division. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal

without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

**14. DISPUTES**

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

**15. CONFLICT OF INTEREST**

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

**16. LEGAL REQUIREMENTS**

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

**17. DRUG-FREE WORK PLACE (DFW)**

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

Minority/Women Owned Business Enterprise (MWBE)\_indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

**19. PUBLIC ENTITY CRIMES**

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to

**20. AWARD**

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

**21. EEO STATEMENT**

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

**22. CONTRACTUAL AGREEMENT**

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

**23. GOVERNMENTAL RESTRICTION**

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**24. PATENTS AND ROYALTIES**

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**25. ADVERTISING**

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

**26. ASSIGNMENT**

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

**27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

**28. FACILITIES**

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business and is a responsible Proposer.

**29. REPRESENTATION**

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

**30. DISQUALIFICATION OF PROPOSER**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

**31. ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's/FPUA's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**32. INSURANCE**

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

**33. PUBLIC RECORDS**

Upon award recommendation or ten days after opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**34. PROPOSAL PREPARATION COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposer’s should prepare their proposals simply and economically, providing all information and prices as required.

**35. COOPERATIVE PURCHASING**

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

**36. CANCELLATION**

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## SECTION II

### INSTRUCTIONS TO PROPOSERS

#### 1. PROPOSAL OPENING

1.1 Proposals are due on or before **3:00 PM, Thursday, August 20, 2020**. Due to Covid19, our internal practices have changed a bit. You may submit your proposals in one of the following manners:

❖ **Electronically** Email your proposal to [procurement\\_dl@cityoffortpierce.com](mailto:procurement_dl@cityoffortpierce.com) no later than 3pm EST, August 20, 2020. If you decide to use this submission option, please note your entire submission must be received electronically. **Please do not mail hard-copies.**

❖ **Delivery In person** City of Fort Pierce  
Purchasing Division, Room 101  
100 North U.S. Hwy 1  
Fort Pierce, FL 34950

**Copies to provide:** One original and one (1) original hard copy and one (1) pdf version on a flash drive in a sealed envelope.

**NOTE** If you decide to hand deliver the package, please contact the Purchasing Division to notify staff by emailing: [procurement\\_dl@cityoffortpierce.com](mailto:procurement_dl@cityoffortpierce.com) or calling (772) 467-3102; a staff person will meet you at the door, receive your bid, date stamp it and will provide you with a copy of the postcard for your records that the bid has been received and will be considered.

❖ **Mailing Address** Purchasing Division, Room 101  
100 North U.S. Hwy 1  
Fort Pierce, FL 34950

**Copies** One original and one (1) original hard copy and one (1) pdf version on a flash drive in a sealed envelope.

Proposals should be enclosed in a sealed envelope clearly marked on the outside with the following information: proposal name, proposal number, due date/time, proposer name, and proposer address and phone number.

Copies of the proposal documents are available electronically from the Purchasing Division by e-mail request to [procurement\\_dl@cityoffortpierce.com](mailto:procurement_dl@cityoffortpierce.com) or on the web site of Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) and the web site of the City of Fort Pierce (<http://www.cityoffortpierce.com/187/Purchasing>).

**Any proposals received after the designated time and date listed above will be returned unopened.**

- 1.2** All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**
- 1.3** As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

## **2. PRE-BID CONFERENCE**

**Pre-Proposal Conference will be held, Wednesday, July 29, 2020, at 10:00 A.M.,** in the Commission Chambers, 1<sup>st</sup> Floor, City Hall, 100 North U.S. 1, Fort Pierce, FL. All interested bidders are encouraged to attend this meeting.

## **3. INQUIRIES/QUESTIONS**

- 3.1** All inquiries shall be in a written format and addressed to the Accountant with a copy to the Procurement Department:

**TO**

**Audria Moore-Wells**  
Special Projects Coordinator  
100 North U.S. Hwy. 1  
Fort Pierce, FL 34954-1480  
Fax: 772-460-6847  
Email: [amoorewells@cityoffortpierce.com](mailto:amoorewells@cityoffortpierce.com)

**COPY**

**Latonya Hubbard**  
Purchasing Agent  
100 North U.S. Hwy. 1  
Fort Pierce, FL 34950  
Fax: 772-467-3848  
Email: [procurement\\_dl@cityoffortpierce.com](mailto:procurement_dl@cityoffortpierce.com)

- 3.2** No inquiries will be received no later than, **5:00 PM, August 7, 2020.**

**4. HOLD HARMLESS AGREEMENT**

The successful respondent hereby agrees to indemnify, hold free and harmless The City, its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

**5. RECEIPT OF PROPOSALS**

**Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror.** In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

**6. MINORITY PARTICIPATION AND OUTREACH PROGRAM**

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or Vendors who can speak to your firm's utilization of M/WBE on previous projects.

**7. CERTIFICATE OF INSURANCE**

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section III of the specifications.

**8. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)**

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

**9. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal.

**10. PURCHASING CARD PROGRAM**

**10.1** The City has implemented a **Purchasing Card Program**. The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the Proposal**

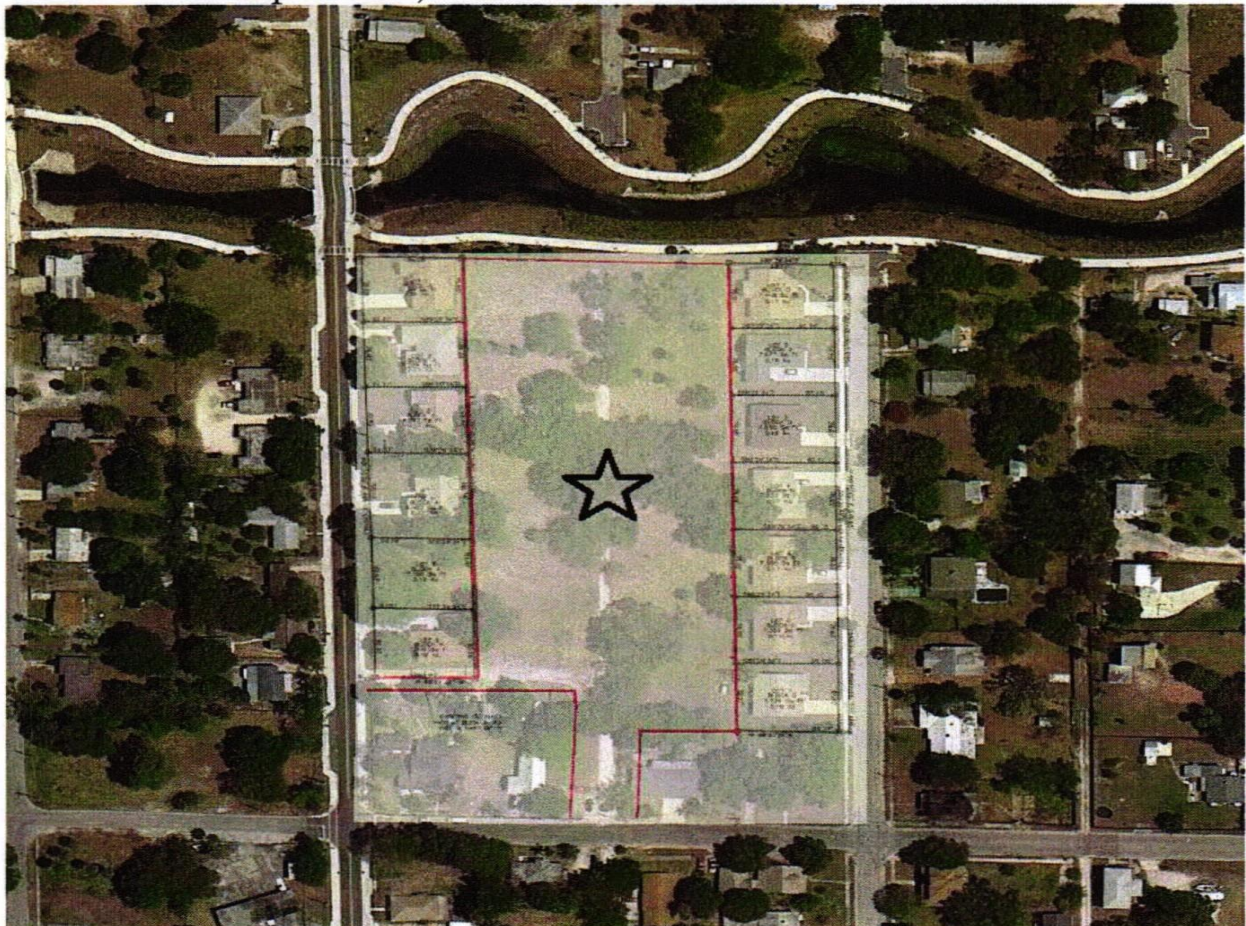
- 10.2 Price for the acceptance of Visa will be considered in the Proposal award.**  
If no such percentage is given, the City shall assume 0% discount applies.
- 10.3** Proposers are requested to state on the Proposal Response Form if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the Net 30 ARI (after receipt of invoice) shall govern the purchase or Contract price.

## SECTION III

# STATEMENT OF WORK

### 1. EXECUTIVE SUMMARY

The Fort Pierce Redevelopment Agency/City of Fort Pierce invites interested and qualified developers to submit a proposal for the redevelopment of approximately 3.38 acres of property generally known as the Oaks at Moore's Creek – Phase II located on Canal Terrace, just south of Moore's Creek 311 North Indian River Drive. This property is just south of our historic Lincoln Park District along Moore's Creek Linear Park. Located within miles of Historic Downtown Fort Pierce, and the Fort Pierce Marina, the Oaks at Moore's Creek seeks to offer a unique opportunity for home owners to be in close proximity to the bustling activity of the Downtown, while retaining a more relaxed lifestyle accented by the newly renovated linear park and recreational areas along Moore's Creek. Highlighting the surrounding investment in this residential block is Oaks at Moore's Creek Phase 1, twelve (12) newly constructed single-family homes and a newly reconstructed roadway. To the north is the commercial hub of Lincoln Park Mainstreet and the state-of-the art Multi-modal Transportation Station. To the south is Fort Pierce's original commercial thoroughfare, Orange Avenue, which has undergone significant infrastructure improvements that offer significant opportunities for redevelopment and business expansion, west of Downtown.



## 2. **PURPOSE**

The City of Fort Pierce is seeking proposals for the development of a residential community located adjacent to Moore's Creek Linear Park. The development represents Phase II of the Oaks at Moore's Creek redevelopment initiated by the Fort Pierce Redevelopment Agency.



The Parcels of property owned by the Fort Pierce Redevelopment Agency (FPRA) are located within the R-4 Medium Density Residential Zone, immediately to the south of the breathtaking Moore's Creek Linear Park. The FPRA has declared approximately 3.67 acres of land to be surplus and expressed a general interest in seeing the site developed with residential structures to continue redevelopment efforts along Moore's Creek. The site is located to the south of Canal Terrace, between the Oaks at Moore's Creek Sub-division.

## 3. **PROJECT HIGHLIGHTS**

- 3.67 acres of land
- Single – family or Single – family Townhome Combination
- 12 – 20 Residential Units; ranging from 1,100 – 1,800 square foot, constructed in 2009, representing Phase 1.
- Adjacent to newly – renovated Moore's Creek Linear Park
- Located within the City of Fort Pierce's Enterprise Zone, Opportunity Zone, and the Community Redevelopment Area.
- Located within one (1) mile of the Creative Arts Academy of Saint Lucie (K-8) and Lincoln park Academy High School.
- Located within one (1) mile (walking distance) to the Historic Downtown Fort Pierce, Marina Square, and River Walk Memorial Park.



Moore's Creek Linear Park View of 13<sup>th</sup> Street Bridge

#### 4. **MOORE'S CREEK LINEAR PARK**

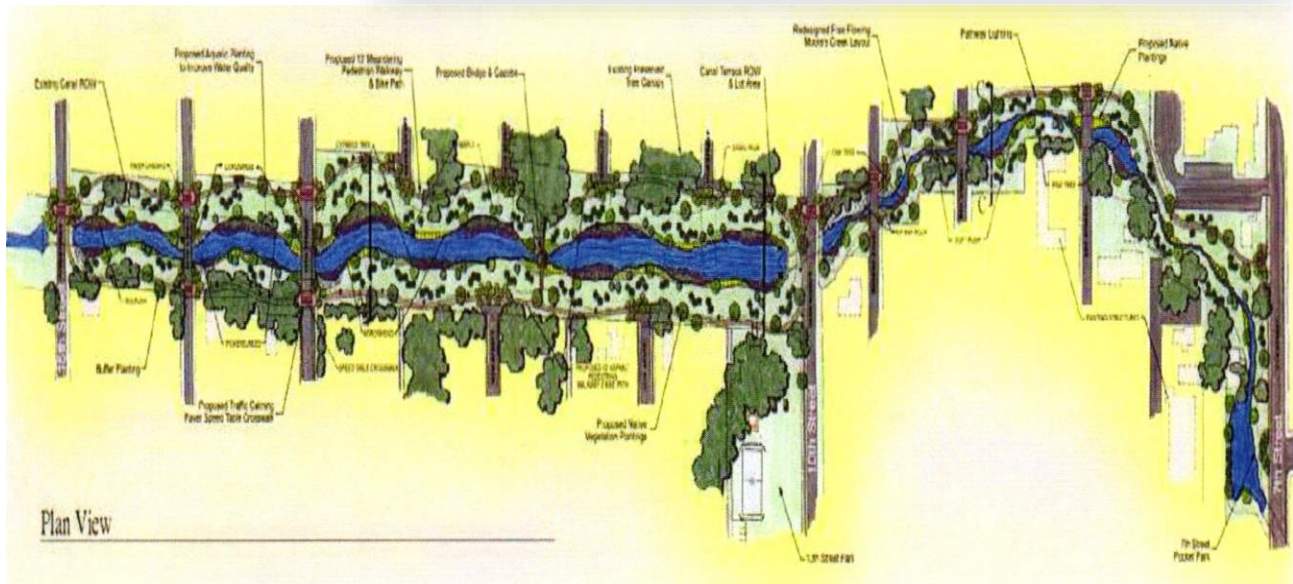
The Moore's Creek Linear Park Improvement project encompassed approximately 3,500 linear feet of infrastructure and beautification, stretching from 7<sup>th</sup> Street to 15<sup>th</sup> Street. Pedestrian and recreational improvements along the creek include sidewalks, ornamental lighting and landscaping along Moore's Creek, as well as decorative bridges at 8<sup>th</sup>, 9<sup>th</sup>, Dundas and 14<sup>th</sup> Streets.

The project began in September 2007, with an overall cost of approximately \$12 million encompassing funding sources from South Florida Water Management District, Federal Emergency Management Agency and Florida Recreational Development Assistance Program, Fort Pierce Redevelopment Agency, Florida Communities Trust and the City's Stormwater Management Utility.

#### 5. **PUBLIC – PRIVATE PARTNERSHIP**

The City of Fort Pierce is seeking to further the redevelopment successes experienced with the completion of Phase 1 of the Oak's at Moore's Creek through the engagement of a Public & Private Partnership focused on innovative and creative design for residential infill along Moore's Creek. The established infrastructure and public investment in this corridor have created vast opportunities to pursue the next phase of development to increase and improve Fort Pierce's housing stock.

12-20  
Residential  
Units



6. **OAKS AT MOORE'S CREEK PHASE 1**

Phase 1 of the Oaks at Moore's Creek encompassed the construction of twelve (12) single family homes, ranging from 1,200 – 1,800 square feet. The homes feature a pleasant integration of traditional architectural styles of homes completed have been sold and are predominantly owner – occupied with professionals of essential services (Teachers, Fire Rescue, EMT, etc.). This foundation of new housing stock offers tremendous potential for initiation of the next phase of redevelopment.

7. **NEIGHBORING PARKS**

Moore's Creek Linear Park is integrated with multiple neighborhood parks which offer a variety of recreational activities within steps of the surrounding homes. Furthermore,

the linear park provides pedestrian access to the US 1 corridor and our Historic Downtown.



## 8. **PHASE II DEVELOPMENT CHARACTERISTICS**

The goal of the FPRA's vision of this property is to create sustainable affordable housing for our local workforce. As per the federal Department of Housing and Urban Development (HUD), an "affordable dwelling" is one that a household can obtain for 30 percent or less of its income. For example: a household is considered "low-income" if it makes less than 80 percent of the median income in the local area (this is called Area Median Income, or AMI). So, by this definition, a dwelling is considered "affordable" for low-income families if it costs less than 24 percent of the area median income.

With the Oaks at Moore's Creek, Phase II, the FPRA seeks proposals that will offer the maximum number of affordable housing units practical on this site. To achieve this goal, the FPRA is open to ownership housing opportunities to help foster community investment. The FPRA seeks to utilize the site to the fullest extent for the development of improved housing stock.

- The FPRA encourages proposals that incorporate energy conservation, green building technology, solar and alternative renewable resources to the greatest extent practicable.
- The site plan needs to be sensitive to the existing pattern and appearance of the surrounding neighborhood (Oaks at Moore's Creek – Phase 1)
- The FPRA seeks proposals that utilize innovative site and building design and that will be attractive and desirable to residents and create a pleasant place to live.

## SECTION IV

### INSTRUCTIONS FOR PREPARING PROPOSALS

#### 1. PROPOSAL FORMAT AND SUBMISSION

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.

##### A. REQUEST FOR PROPOSAL (RFP)

Respondents shall submit the following information in their Statements of Proposal in response to this Proposal:

1. A detailed description of the respondent's qualifications and experience.
2. A description of representative development projects completed by the respondent.
3. A demonstration of the respondent's ability to secure financing of large-scale development projects.
4. A conceptual preliminary development plan including a preliminary site plan showing proposed scale, height, and architecture of the proposed development.
5. A detailed description of the manner in which the proposed development plan achieves the goals established in the Fort Pierce Redevelopment Agency Community Redevelopment Plan.
6. A preliminary assessment of the traffic impacts of the proposed development plan.
7. An analysis of the economic feasibility of the preliminary development plan.
8. A description of a proposed financing plan.
9. A description of a proposed acquisition terms.
10. Proposed property acquisition terms.
11. A preliminary project implementation schedule.

The Fort Pierce Redevelopment Agency does not require nor expect respondents to submit a specific development plan or design concept based on detailed architectural and engineering work as a part of their proposal. Each respondent must submit a conceptual development program indicating the proposed uses and intensity of uses that the respondent would intend to pursue. However, the Fort Pierce Redevelopment Agency will consider any illustrative graphics submitted which indicate characteristic or quality which respondent would intend to pursue to subject property.

In the event that a respondent refers to a specific development project in describing the respondent's qualification, experience and capability, the respondent should describe the role the respondent played in each such project. The Fort Pierce Redevelopment Agency expects respondents to give special attention to a demonstration of the respondent's ability to secure construction and permanent financing.

The proposal shall be submitted in bound form in a 8 ½ x 11 format. Respondents may include documents larger than 8 ½ x 11 provided that such documents are folded and/or inserted in a pocket which is bound into the Statement.

City of Fort Pierce and Fort Pierce Redevelopment Agency staff will prepare a rating matrix for evaluation of each of the respondents based on the Proposals received and recommend an evaluation committee to review and evaluate the proposals.

City of Fort Pierce and Fort Pierce Redevelopment Agency will select a "short list" of respondents. It is anticipated that the short list will contain between two (2) and five (5) Respondents with three (3) respondents suggested as an appropriate number of respondents included in the short list.

Respondents will be notified in writing of their selection to the short list.

If oral presentations/interviews are scheduled for those have been shortlisted, City of Fort Pierce and Fort Pierce Redevelopment Agency staff will evaluate the proposals, rank each of the respondents, and recommend a preferred developer. The Fort Pierce Redevelopment Agency will then enter into negotiations with the highest ranked respondent for a period of ninety (90) days. If an agreement in principle cannot be reached with the highest ranked respondent within ninety (90) days, the Fort Pierce Redevelopment Agency will commence negotiations with the next highest ranked respondent, and so on until an acceptable agreement has been reached with a qualified respondent.

## **B. EVALUATION CRITERIA**

The evaluation criteria in the selection of respondents for the "short list" for the RFP stage of the disposition process will include but not be limited to the following:

1. Qualifications and experience of the respondent and key members of the development team.
2. Financial capacity of the respondent to acquire and redevelop the subject property.

3. The extent to which the preliminary development program is consistent with goals, policies, and objectives of the Community Redevelopment Plan for the Fort Pierce Redevelopment Agency. To review the plan, go to”  
<http://www.cityoffortpierce.com/169/Fort-Pierce-Redevelopment-Agency>.

### **C. MINIMUM CONTENTS OF STATEMENT OF QUALIFICATIONS**

Each Statement of Qualification shall include the following information. To the extent that a respondent is comprised of one or more business entity or person, information relative to each member of such team shall be provided:

#### **QUALIFICATIONS**

1. Name and address of respondent, including all team members if any, including personnel who will be involved and the business addresses of key individuals.
2. Nature of respondent’s business organization including state of incorporation or formation of partnership if any
3. Respondent’s organizational structure.
4. The respondent’s professional qualifications and experience in development, financing, and management of comparable projects. The specific role played by the respondent in any project, which is referred to in regard to the respondent’s experience, shall be described in detail.
5. Documentation demonstrating the respondent’s financial capacity to acquire (to be determined) and develop the property and to obtain financing for large-scale real estate development projects.
6. List of references including contact names, addresses, telephone and facsimile numbers.

#### **PRELIMINARY DEVELOPMENT PROJECT PROGRAM**

1. Description of preliminary development program including proposed uses, intensity of uses, and general character of development.
2. Description of types and numbers of structures, including anticipated dimensions and character of buildings.
3. Description of anticipated pricing of real estate products and other indicators of character and quality of the proposed development program.
4. Description of special amenities or design features anticipated to be included in the development program.

In their Statement of Qualifications, candidates are expected to focus the respondent's qualifications and experience and to illustrate the character of development proposed with illustrations of other development projects. In their Statement of Qualifications, respondents must describe their experience with similarly situated properties or projects and to demonstrate their ability to understand and successfully deal with the physical and market environment influencing the project concepts. Respondents are encouraged to use available materials including graphic images (photographs and/or drawings) of projects in which the respondent was not involved, but are images that reflect concepts or ideas that the respondent proposes for the Oaks at Moore's Creek Phase II

### **DISCLOSURES AND DISCLAIMERS**

The information contained in this Request for Proposals (RFP) is provided solely for the convenience of the proposer. The City of Fort Pierce and Fort Pierce Redevelopment Agency have assembled the information in a good faith effort to assist in the disposition process; however, the City of Fort Pierce and Fort Pierce Redevelopment Agency make no representation, warranty, or guarantee as to the accuracy of the information. It is the responsibility of the proposer to verify that the information is accurate.

The City of Fort Pierce and Fort Pierce Redevelopment Agency reserve the right to accept any submittal and/or proposals deemed to be in the best interest of the City of Fort Pierce and Fort Pierce Redevelopment Agency, to waive any irregularities in any proposals, or to reject any and/or all submittals and/or proposals and to re-advertise for new proposals.

The City of Fort Pierce and Fort Pierce Redevelopment Agency do not assume any financial or other obligation to any respondent. Any proposals submitted in response to this RFP is at the sole risk and responsibility of the party submitting such Statement.

The City of Fort Pierce and Fort Pierce Redevelopment Agency, nor any of their advisor(s) will pay a brokerage, finders, or referral fee to any party in connection with this RFP. In the event of any conflict between this section and the rest of the RFP, the provisions of this section shall take precedence.

- D. RULES FOR PROPOSALS:** The proposal must name all persons or entities interested in the proposal as principles. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

The City does not guarantee a minimal amount of work or compensation for any of the Respondents selected for contract negotiations, and the City reserves the right to seek additional assistance from other firms if the City finds this to be in the City's best interest.

## **E. PROPOSAL FORMAT**

Proposer shall prepare their proposals using the following format:

### **Section 1: TRANSMITTAL LETTER**

The vendor shall first submit a formal transmittal letter on official company letterhead that contains the following:

- Statement of Interest: This statement shall indicate your firm general interest and capability to perform the project, It shall also include a brief summary of any information that you feel might be especially important to the City.
- Contact Person: Please include the name, title, address, telephone number, fax number, and email of the key contact person for any questions regarding your proposal.
- Signature of Authorized Representative: An authorized representative of the firm must sign the transmittal letter

### **Section 2: COMPANY BACKGROUND & TEAM ARRANGEMENT**

This section should give a brief overview of the Company. Also, include any General pre-printed literature regarding your company in this section and provide the following information.

- Company name & local business address (include any regional offices and/or headquarters.)
- Year established (Include former names and years established, if applicable)
- Type of ownership and parent company, if applicable;
- Manager who will be responsible for implementing the services for the company;
- Proof of financial solvency (e g, company balance sheet for the previous year);
- Core competencies of the company (briefly describe).
- If a joint venture or subcontracts are contemplated, provide the same information as above for any partners or subcontractors, and explain their role in the contract. (The Prime Contractor must assume all responsibility for the entire project, including the work of any subcontractors).

### **Section 3: REFERENCE REVIEWS**

Please provide a detailed list of references showing your expertise and experience in providing the services requested. A minimum of three (3) references are required for this RFP.

### **Section 4: VENDOR HISTORY**

The vendor must be a “responsible” vendor that is both ethically and financially in good standing within the industry, as determined by the City. If the vendor’s local office has had a contract terminated for default during the past three (3) years, this fact shall be disclosed in the RFP response along with the vendor’s position on the matter(s).

If the vendor has experienced no such terminations for default in the past three years, then it should so indicate

**Section 5: METHODOLOGY**

Based on the understanding of the Scope of Services, the vendor(s) should detail the methodology and processes they will use to implement services for the City. This should include:

- A brief narrative delineating the general understanding of the services to be provided and the approach proposed to complete the required work.
- A brief description of the services to be completed including how the vendor team will address the main areas.

**Section 6: VENDOR IMPLEMENTATION**

The proposal response must include a Management Plan. This section should describe how services will be managed, internally by the vendor and with the City. In this section, detail the plan/approach, capabilities, implementation schedules, etc. This section should clearly outline the following information:

*(Please keep your response in the order indicated herein)*

- The vendor should clearly define major tasks and what the vendor(s) maximum capabilities are to handle simultaneous responses, because there may be many parts and the tasks can happen simultaneously. When selected, the vendor will be required to provide an electronic copy of the implementation schedules to the City. The master schedule and each individual task schedule should be included in the proposal.
- A risk management plan/approach that will identify, evaluate, manage, and control the technical, cost, and schedule-related risks associated with all aspects of the Scope of Work and Technical Specifications.
- A configuration management and data management plan/approach that will indicate how the vendor will perform configuration and data management throughout the term of the resulting contract. Specifically, how they will integrate recordkeeping, reporting to the City, quality assurance, adherence to Codes and all subcontractor management for same.
- A communications plan/approach for communicating project issues, scope changes, requirements changes, status and review meetings, and other forms of communications. An issue tracking and reporting process that describes how the contract manager will track and manage issues that arise during the project should also be included. Describe any status meeting formats and detail the change order

process (which should include changes in scope or cost due to additional information or requirements found during the project period). Include a sample of a status report that will be given to the City each month during the project.

- A performance monitoring plan/approach for monitoring and recording performance measures. Describe how the vendor(s) will work with the City to provide data and cooperation on performance measures for the term of the ensuing contract.
- A plan/approach that indicates how the vendor will address the cost for the underground locates “Mechanized equipment” vs. “Non-powered hand tools.”

**SECTION 7: ADDITIONAL INFORMATION (INCLUDING ANY ADDENDA):**

Provide any additional information deemed necessary by the vendor. Any exceptions that the vendor would like to have for this project should be provided in detail.

**2. ADDITIONAL PROVISIONS**

After the Proposal Due Date, the City may conduct discussions with representatives of one or more vendors submitting proposals for the purpose of obtaining clarification of a vendor’s proposal and/or to assure full understanding of the solicitation requirements. As part of this process, the City may require a vendor to provide one or more formal presentations to City officials to further explain or clarify their proposed solution. Any presentation will be at a time and place to be determined by City staff. The vendor will be notified in advance of the specifics if such a presentation is required. The commencement of discussions or the scheduling of presentations does not signify a commitment by the City to execute an agreement or to continue discussions with the vendor.

# SECTION V FORMS

**Please complete the following forms and include in Section 7  
of your submittal.**



## DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

\_\_\_\_\_ does:

*(Name of Business)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on/or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee=s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
*Proposer's Signature*

\_\_\_\_\_  
*Date*

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>				
or				
<b>Employer identification number</b>				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

<b>CITY OF FORT PIERCE CHECKLIST</b>
--------------------------------------

This checklist is provided to assist each Bidder in the preparation of their Bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

**Check “Yes” or “No” to each of the following:**

	<u><b>YES</b></u>	<u><b>NO</b></u>
Is Request for Proposals cover page (page 1) completed signed and attached?	_____	_____
Is W-9 Form completed, signed and attached?	_____	_____
Include proof of proper licensing as stated in Proposal documents.	_____	_____
Include proof of proper insurance as stated in Proposal documents.	_____	_____
Proposal submittal envelope is marked accordingly.	_____	_____
Is Drug-Free Work Place form signed and enclosed?	_____	_____
Are the Reference Check Forms, top portion, completed?	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

**PLEASE SIGN AND RETURN WITH BID** \_\_\_\_\_

**July 24, 2020**



**CITY OF FORT PIERCE**

**OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II**

**RFP NO. 2020-031**

**ADDENDUM NO. 1**

The purpose of this addendum is to clarify the **Pre- Bid Conference time** from **3:00 PM., Wednesday July 29, 2020** which was stated incorrectly in the proposal document to:

**10:00 A.M., WEDNESDAY, JULY 29, 2020**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_  
Manual

Signature: \_\_\_\_\_  
Typed or Printed

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

/lh

**July 27, 2020**



**CITY OF FORT PIERCE**

**OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II**

**RFP NO. 2020-031**

**ADDENDUM NO. 2**

The purpose of this addendum is to offer an audio conference call to developers who want to participate in the pre-bid conference being held 10:00AM, Wednesday, July 29, 2020. If you opt to attend via audio conference, please call the number below and use the access code provided below:

**USA Toll Free:  
866-528-2256**

**Access Code:  
8337520**

**Calls must be made no later than 9:45AM, to participate in the meeting.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_  
Manual

Signature: \_\_\_\_\_  
Typed or Printed

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

/gsm

**August 5, 2020**



**CITY OF FORT PIERCE**

**OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II**

**RFP NO. 2020-031**

**ADDENDUM NO. 3**

The purpose of this addendum is to clarify the proposal due date that is incorrectly stated on page 8, Section II, as **3:00 PM., Thursday August 20, 2020**. Proposals are due on or before:

**3:00 P.M., TUESDAY, AUGUST 18, 2020**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_  
Manual

Signature: \_\_\_\_\_  
Typed or Printed

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

/lh



CITY OF FORT PIERCE

OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II

RFP NO. 2020-031

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the proposal specifications:

1. **QUESTION:** Is there existing infrastructure (water, sewer, power) serving the subject property?

**ANSWER:** **Water, sewer, gas, and power are available, but not extended to the individual lots.**
2. **QUESTION:** Are the individual lots platted or is it currently one large parcel? (note: this will affect development schedule as well as development cost)

**ANSWER:** **A preliminary plat was started during the development of Phase I. No final plat was ever completed or filed for the individual lots or street right-of-way. Currently Means Court is a 16' alleyway.**
3. **QUESTION:** How were units in Phase I sold? (meaning, was the selected Developer responsible for selling the units or did FPRA handle buyer qualifications and closings?)

**ANSWER:** **The CDBG/SHIP Program Manager assisted with the sale of the of the properties and buyer qualifications. The City of Fort Pierce will not be involved with that process for Phase II.**
4. **QUESTION:** What were the price points for Phase I?

**ANSWER:** **\$110,00 to \$130,00.**
5. **QUESTION:** Is FPRA seeking to sell the site or does it intend to convey the site to the successful Proposer? Item 2 of evaluation criteria says, "Proposer must demonstrate capacity to acquire and finance development". We ask that this be clarified as it will significantly impact development approach

**ANSWER:** This decision has not been made yet.

6. **QUESTION:** Is a tree survey available showing existing oaks and slash pines?

**ANSWER:** No.

7. **QUESTION:** Does FPRA have soil test of the site?

**ANSWER:** No.

8. **QUESTION:** Can we include the empty lot (parcel # 2409-521-0007-0000) in our Proposal and use it as a site on which to build a model?

**ANSWER:** No.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_  
**Manual**

Signature: \_\_\_\_\_  
**Typed or Printed**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

/lh

**August 11, 2020**



**CITY OF FORT PIERCE**

**OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II**

**RFP NO. 2020-031**

**ADDENDUM NO. 5**

The purpose of this addendum is to provide the correct General Conditions for this RFP. Please disregard the Section 1, page 1 thru 7, of the original document and replace with the attachments.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_  
Manual

Signature: \_\_\_\_\_  
Typed or Printed

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

/lh

Attachments:        General Conditions

## SECTION I

### GENERAL CONDITIONS

#### 1. **GENERAL INFORMATION**

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer’s name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

#### 2. **DELAYS**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

#### 3. **EXECUTION OF PROPOSAL**

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. **FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD.** Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.

#### 4. **NO BID**

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it “No Bid,” and give the reason in the space provided.

5. **PROPOSAL OPENING**

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram, or telephone is not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: <https://www.demandstar.com>.

6. **TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. **DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. **MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. **INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Proposer’s Federal Employer Identification Number (F.E.I.N.).

**10. DELIVERY**

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

**11. ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer’s authorized signature on the Proposal Form attests to this.

**12. INTERPRETATION**

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the

opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 9. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

**13. ADDENDUM**

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Division. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

**14. DISPUTES**

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

**15. CONFLICT OF INTEREST**

All proposers must disclose with their proposal the name of any officer, director, or

agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

**16. LEGAL REQUIREMENTS**

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

**17. DRUG-FREE WORK PLACE (DFW)**

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

**19. PUBLIC ENTITY CRIMES**

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

**20. AWARD**

As the best interest of the City may require, the right is reserved to make award(s)

by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

**21. EEO STATEMENT**

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

**22. CONTRACTUAL AGREEMENT**

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

**23. GOVERNMENTAL RESTRICTION**

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**24. PATENTS AND ROYALTIES**

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**25. ADVERTISING**

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

**26. ASSIGNMENT**

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

**27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

**28. FACILITIES**

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business and is a responsible Proposer.

**29. REPRESENTATION**

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

**30. DISQUALIFICATION OF PROPOSER**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

**31. ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other

adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's/FPUA's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**32. INSURANCE**

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

**33. PUBLIC RECORDS**

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies

**34. PROPOSAL PREPARATION COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposer's should prepare their proposals simply and economically, providing all information and prices as required.

**35. COOPERATIVE PURCHASING**

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

**36. CANCELLATION**

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

**STUART & SHELBY DEVELOPMENT  
&  
EAST TO WEST DEVELOPMENT**

---

**City of Fort Pierce  
Redevelopment Agency**



**Request for Proposal  
No. 2020-031  
Oaks at Moore's Creek  
Redevelopment  
Phase II**

**Proposal Date: Tuesday, August 18, 2020  
3:00 PM**

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## NOTICE TO REVIEWER

This Proposal follows the format reflected on pages 21-23 (Section IV: E - Proposal Format) of the Request for Proposal (RFP). It is noted however, that on page 17 of the RFP (Section IV: 1 – Proposal Format and Submission) a different proposal format is outlined.

To address the apparent contradiction in the instructions for preparing proposals, our team's Proposal follows the format found in Section IV: E – Proposal Format, and incorporates the information outlined on page 17 as part of Section 7: Additional Information (Including Any Addenda).

# STUART & SHELBY DEVELOPMENT- GENERAL CONTRACTORS

## SECTION 1: LETTER OF TRANSMITTAL

Fort Pierce Redevelopment Agency RFP

No. 2020-031

Dear Ft. Pierce Redevelopment Agency:

We are pleased to submit this formal statement of interest in performing the project outlined in your solicitation document. This Proposal is a "re-boot" of our 2015 submission. We were interested then, and we remain interested now. Our team composition, however, has been enhanced to more effectively meet the objectives of the FPRA.

Our team is a collaboration between Stuart & Shelby Development (General Contractor) and its non-profit partner, East to West Development Corporation. This collaboration brings over 75 years of experience in home building/affordable housing development.

Stuart & Shelby Development is an experienced homebuilder and developer whose staff have developed and built over 5,000 single-family homes in Florida since 1980 including both market-rate and affordable homes. The Stuart & Shelby Development team includes seasoned professionals with experience in funding, design, development, and homebuyer recruitment /home sales of projects for affordable housing, as well as market rate projects and those for Community Redevelopment Agencies.

East to West Development Corporation is a 501(c)(3) whose mission is to tackle the Affordable Housing Crisis by building opportunities one house at a time. The Founder and CEO is a former City Manager and CRA Executive Director that has been involved in the development of approximately 10,000 units of affordable housing in his public administration career.

This team has successfully worked together on a previous redevelopment agency project and possesses the skill sets to effectively and efficiently develop phase II of the Oaks at Moore's Creek. For purposes of this RFP, the point of contact will be:

Corey O'Gorman, Director of Development  
East to West Development Corporation  
700 US Highway One, Suite C  
N. Palm Beach, FL 33408  
(561) 801-2461 E-Mail: [corey@etwdc.org](mailto:corey@etwdc.org)

We look forward to the opportunity to partnering with the Ft. Pierce Redevelopment Agency in advancing its affordable housing goals.

Sincerely,



Chuck Halbert, President  
Stuart & Shelby Development

217 NE 4<sup>th</sup> Street, Delray Beach, FL 33444

Phone 561-637-7902 • Fax 561-637-7904 • [www.stuartandshelby.com](http://www.stuartandshelby.com)

## SECTION 2: COMPANY BACKGROUND & TEAM ARRANGEMENT

### **Company Name & Address:**

Stuart & Shelby Development, Inc.  
205 George Bush Boulevard  
Delray Beach, FL 33444

East to West Development Corporation  
700 US One, Suite C  
North Palm Beach, FL 33408

### **Year Established:**

Stuart & Shelby: 2006

East to West: 2018

### **Type Ownership & Parent Company:**

Stuart & Shelby: Privately Held

East to West: Non-Profit – 501 (c) 3

### **Manager Responsible:**

Stuart & Shelby: Chuck Halberg, President

East to West: Daniel Rosemond, CEO

### **Proof of Financial Solvency:**

Stuart & Shelby is financially solvent and is hereby providing a letter showing its bonding capacity (see below). As a result of Proposals for public entities being subject to public records requests, we can provide commitment letters from our lender during the contract negotiation stage.



**NHC** NIELSON, MOSHOLDER & ASSOCIATES

August 13, 2020

City of Fort Pierce  
Purchasing Division – Rm 101  
100 North U.S. #1  
Fort Pierce, FL 34950

Re: Stuart & Shelby Development, Inc.

To Whom it May Concern;

This letter is to serve as a general Statement of Bondability for **Stuart & Shelby Development, Inc.** Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment bonds on this account up to **\$5,000,000.00** single with a total aggregate program of **\$8,000,000.00**.

They are currently bonded through Merchants National Bonding, Inc. The Surety Company has an AM Best Rating of A VIII.

**Stuart & Shelby Development, Inc.** is an excellent contractor and we hold them in the highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to show the quality and professionalism they possess.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call

Sincerely,



Don Bramlage  
Surety Bond Specialist

SMART, UNCOMPROMISING, TIMELY, EFFECTIVE. NIELSON, MOSHOLDER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

4380 St. Johns Parkway  
Suite 110  
Sanford, FL 32771  
P: 407.330.3990  
F: 407.330.3147  
[www.nelsonbonds.com](http://www.nelsonbonds.com)

Core Competencies of the Company:

Stuart & Shelby's core competency is residential construction. East to West Development Corporation's core competency is affordable housing development.

A joint venture is not necessarily contemplated for this project. Stuart & Shelby will serve as the Prime Contractor and assume all responsibility for the entire project. Stuart & Shelby will engage subcontractors for the various trades.

Should there be an advantage to the FPRA to enter into agreement with a non-profit developer (instead of a for profit builder), the principals of both Stuart & Shelby and East to West Development Corporation have agreed that in that instance, ETWDC will function as Prime Contractor.

## SECTION 3: REFERENCE REVIEWS



August 7, 2020

To Whom It May Concern:

Adopt-A-Family of the Palm Beaches, Inc. has been fortunate to have a long-term relationship with Stuart & Shelby Development and have collaborated with them on three projects to develop affordable housing for homeless and low-income families.

In 2008, Stuart & Shelby constructed nine two- and three-bedroom townhouses dedicated to homeless families. The Florida Redevelopment Association awarded this development the "Best Affordable Housing Project" in 2009. Again, we collaborated with Stuart and Shelby to develop forty-one units of affordable housing dedicated to serving low-income families in Lake Worth. The work involved in this project included a variety of development scenarios – new construction, significant rehab, and moderate rehabs. To this day, these units continue to house low-income families in our community.

We teamed up with Stuart & Shelby for the development of our Third Avenue Homes program. This project, completed in June 2020, consists of fourteen two-, three- and four- bedroom townhomes. The families for this program will be referred by our sister elementary school, Highland Elementary. Highland has the highest rate of homeless children in Palm Beach County. This innovative program will follow the children throughout their education and monitor the correlation between housing stability and education.

Stuart & Shelby not only take pride in their development endeavors, they support our agency's mission and are committed to helping homeless and low-income families.

It is without reservation that I highly recommend Stuart and Shelby for any housing development opportunities. Please do not hesitate to contact me if you would like additional information.

Sincerely,

A handwritten signature in blue ink that reads "Matthew Constantine".

Matthew Constantine  
Chief Executive Officer



*Leaders in helping families help themselves.*

1712 Second Avenue North, Lake Worth, FL 33460-3210  
Phone: (561) 253-1361 Fax: (561) 253-1370  
[www.adoptafamilyofpbc.org](http://www.adoptafamilyofpbc.org)





**Board of Directors**

**Lula Butler**  
President

**Gary Eliopoulos**  
Vice President

**Vicki Hill**  
Treasurer

**Morrie Weinman**  
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**Dysonya Mitchell**

**David**  
**Weatherspoon**

**Chuck West**

**Executive Director**  
**Evelyn S. Dobson**

**Liaison**  
**City Commissioner**  
**Shelly Petrolia**

July 8, 2014

Re: Letter of Reference

TO WHOM IT MAY CONCERN:

The Delray Beach Community land Trust has contracted with Stuart & Shelby Development on the development of more than 15 detached single family homes of various designs over the past six years, with donating a home and the land to the organization.

Our experience with Stuart & Shelby cannot be compared to any other. Mr. Halberg's team is highly professional, experts in the field, dedicated and enthusiastic. Their homes are completed timely and within cost. The working relationship between Stuart & Shelby and the Delray Beach CLT is long term and we assure you of complete satisfaction.

If you are in need of any additional information please do not hesitate to contact me.

Sincerely yours,

Evelyn S. Dobson  
Executive Director



**OFFICERS:**

**Timothy P. Wheat**  
President  
Development/Real  
Estate Sector  
Representative

**Hazel Lucas**  
Vice President  
Florida Rural Legal  
Council

**Andrew E. Zeman**  
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CLT Lessee Member

**DIRECTORS:**

**Shirley Gross**  
Delray Beach  
Housing Authority

**Tangasco Henry**  
CLT Lessee Member

**Tawana McDonald**  
Palm Beach County  
Housing Authority

**Carolyn Peltoux**  
CLT Lessee Member

**Derrick Penn**  
CLT Lessee Member

**Randy J. Metzger,**  
P.E.  
Engineer and  
Associate

**Sandra Young**  
CLT Lessee Member

August 6, 2020

To whom it may concern,

Over the last several years, the Community Land Trust of Palm Beach County has had the pleasure of working with Stuart and Shelby to complete various housing development projects over the last several years. These projects include Davis Landings West, a 24 unit single family and townhome community and Kirk Road CLT homes which is comprised of four single family homes and a duplex. We have yet again engaged Stuart and Shelby to complete Phase II of the Kirk Road CLT Homes project and a single family home to be constructed in Lake Worth.

We highly recommend Stuart and Shelby. Their commitment to quality, integrity, work ethic, and enthusiasm are cornerstones of the work they do.

Please feel free to reach out to me directly by phone at 561.318.8430 or e-mail at [clacourse-blum@cltofabc.org](mailto:clacourse-blum@cltofabc.org) if further information is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cindee", written over a light blue horizontal line.

**Cindee LaCourse-Blum**  
Executive Director

4938 LAWS ROAD • LAKE WORTH, FLORIDA 33461  
Phone: (561) 318-8842  
<http://cltofabc.org>



HATCH 1 1 2 1 Lucerne Ave. | Lake Worth, FL 33460

LakeWorthCRA.org

August 7, 2020

Re: Letter of Recommendation: Stuart & Shelby Development

To Whom It May Concern:

The Lake Worth Beach Community Redevelopment Agency (CRA) has proudly contracted with Stuart & Shelby Development since 2009. Since that time, Stuart & Shelby has been a strong partner in helping the CRA meet all of our development and construction service's needs. Stuart & Shelby has constructed numerous single-family homes and multi-family developments for the CRA.

It has been a true pleasure working with Chuck Halberg and his entire staff and I have nothing but high praise for their work ethic, enthusiasm and dedication to providing quality construction on all of their projects. They are very familiar with the requirements and regulations related to development in our County and with all procedures in City and State government.

I would recommend Stuart & Shelby to both public and private sector clients seeking construction services. If you would like further information regarding the firms' work with our agency please do not hesitate to contact me at (561) 493-2550 or [joliva@lakeworthbeachfl.gov](mailto:joliva@lakeworthbeachfl.gov).

Sincerely,



Joan Oliva  
Executive Director  
Lake Worth Beach CRA



August 12, 2020

To whom it May Concern:

The Hallandale Beach Community Redevelopment Agency (HBCRA) is fortunate to have had the opportunity to partner with the Stuart and Shelby Development in our pursuit of developing quality affordable housing for income eligible families. In 2014, Stuart and Shelby constructed eight single family homes dedicated as affordable housing opportunities.

HBCRA, under the second phase of the infill housing project, awarded an additional six homes to Stuart and Shelby in 2015. Stuart and Shelby delivered the units, both times, on time and according to budget.

The HBCRA experience with Stuart and Shelby has been a very positive one. Chuck Halberg and his team handled the construction of all fourteen homes with a high level of professionalism. Stuart and Shelby's team were very responsive to needs of the Agency and genuinely cared about the end users of the housing program. Chuck Halberg and his team don't just say they "build with integrity and pride", they put it into action.

The HBCRA highly recommends Stuart and Shelby Development for any housing development opportunities and would be happy to provide additional information if required.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lovern Parks", is written over the word "Sincerely,".

Lovern Parks  
CRA Residential Program & Real Estate Manager  
[Lparks@hallandalebeachfl.gov](mailto:Lparks@hallandalebeachfl.gov)



August 5, 2020

**TO WHOM IT MAY CONCERN:**

The Delray Beach Community Redevelopment Agency (CRA) has worked with Stuart and Shelby Development on several construction projects over the years to aid us in our mission of eliminating slum and blight. The projects are described as follows:

- Extensive renovation of a mixed use (residential and retail) building
- Restoration of a badly deteriorated historic structure
- Construction of a foundation for a relocated historic structure
- Small interior remodeling job
- Construction of 10 single family workforce housing homes (In progress)

Our agency's experience with Stuart and Shelby has been a very positive one. Chuck Halberg and his team handled all of these jobs with a high level of enthusiasm and professionalism. They communicated clearly regarding any issues that arose and were flexible in resolving any unforeseen problems. Their work was completed on time and within budget. We will definitely look for their participation in future projects.

If you have any questions or need additional information, please don't hesitate to call me (561) 276-8640.

Sincerely,

A handwritten signature in black ink, appearing to read "Renée A. Jadus Singh".

Renée A. Jadus Singh, Esq.

20 North Swinton Ave  
Delray Beach, FL 33444

561-276-8640

[info@cra@mydelraybeach.com](mailto:info@cra@mydelraybeach.com)

[delraycra.org](http://delraycra.org)

## SECTION 4: VENDOR HISTORY

Stuart & Shelby has been in business since 2006 and has not experienced any terminations for default.

ETWDC has been in business since 2018 and is a registered charitable organization with the Federal Internal Revenue Service. They have not experienced any terminations for default.

## SECTION 5: METHODOLOGY

Our team has read the RFP and has a firm understanding of the Scope of Services desired by FPRA. Moreover, we have read the addendum responding to our submitted questions.

The Ft. Pierce Redevelopment Agency seeks a Developer to build and sell affordable housing units on Agency owned land known as the Oaks at Moore's Creek. This (phase II) project follows the first phase of the development, where 12-single family homes were built and sold to income eligible, first-time homebuyers. The FPRA has not yet determined if it will convey/sell the land to the successful Proposer, or if it plans to retain ownership of the land and enter into a Development Agreement (DA) with the successful Proposer.

Notwithstanding the factors to be determined, the general implementation process being proposed is as follows:

- Secure bid award and execute Development Agreement
- Conduct pre-development activities (platting, site plan approvals, utilities service, etc.)
- Construct 2 homes to serve as models and begin pre-construction screening/sales & marketing
- Once commitments for 60% (or 9 housing units) are obtained, commence construction on those units and continue screening/sales & marketing process for the remaining 6 units
- Complete construction, close on units, and provide affordability report to FPRA

It should be noted that this implementation process is general and will be updated based on negotiated deal points.

The Stuart & Shelby/ETWDC team understands that the main services to be completed include, but are not limited to the following:

1. Planning/Site Development
2. Residential Construction
3. Affordable Housing Screening and Eligibility Determination
4. Buyer Financing and Subsidy Layering

As mentioned in the transmittal letter, our team possesses the knowledge, skills, and experience in each of these main areas to ensure the completion of a successful project.

Our team's strategy is to work collaboratively with the City of Ft. Pierce and the FPRA to ensure that Phase II of the Oaks at Moore's Creek satisfies all city site and neighborhood development requirements.

Moreover, should there be an opportunity to garner county, state, or federal grant funds for items such as infrastructure, ETWDC's non-profit status can serve as a vehicle to aid the Redevelopment Agency in accessing CDBG or other funding types.

## SECTION 6 VENDOR IMPLEMENTATION

- **Major Tasks:**

The major tasks in this project have been outlined in section 5 of this proposal but are provided here as well. They are as follows:

1. Planning/Site Development
2. Residential Construction
3. Affordable Housing Screening and Eligibility Determination
4. Buyer Financing and Subsidy Layering

Our team has the capacity and capabilities in our project pipeline to handle this project. Initially (during the pre-development stage), Corey O'Gorman will be the primary point of contact between our team and the FPRA. As the development progresses and there are multiple facets happening simultaneously, we will designate the appropriate personnel to handle the inquiries and advise the FPRA accordingly. With respect to the provision of an electronic copy of the implementation schedule, our team will fully comply with this request.

- **Risk Management Plan/Approach:**

The Stuart & Shelby Development Team's approach to risk management is fundamentally rooted in proper planning. Identifying and assessing pre-development as well as construction costs early are critical to a successful project. This also involves ensuring sources and uses of funds are secure before activity related to said funding sources is carried out.

- **Configuration Management & Data Management Plan/Approach:**

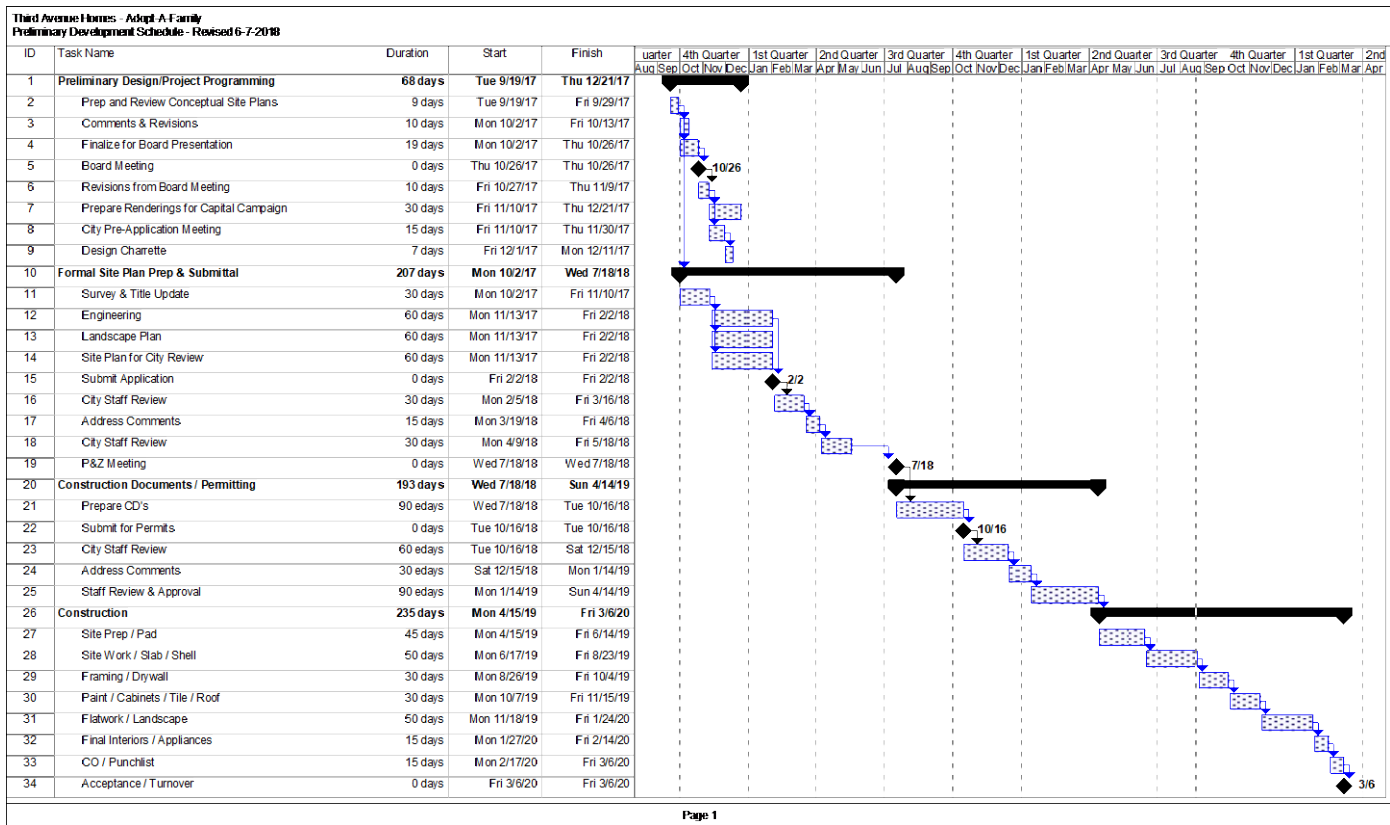
The sites currently owned by FPRA will require site plan approval by the City's planning department. This process will ensure that the proposed use of the site(s) is compliant to city codes and regulations. Once site plan approval is obtained, the next major phase in the development process is securing a Building Permit. Once a Building Permit is secured, construction may commence, and periodic inspections will ensure that proposed housing units are constructed in accordance with Florida Building Codes and local Ft. Pierce building codes.

- **Communications Plan/Approach:**

The Stuart & Shelby Development Team possesses first-hand knowledge of working in partnership with public agencies. Some of the members of our team have been on that side of the table, so we fully understand the importance of a sound communications plan/approach. To that end, we strongly recommend that FPRA identifies a primary point of contact with whom our staff will communicate. This ensures streamlined communication and promotes greater efficiency.

Additionally, our team proposes the use of a project management tool provided by Microsoft Project. Attached is a sample. But this is only a tool. We understand that effective communication involves setting and managing expectations, as well as identifying major project milestones early on. It is also critical to ensure that the project budget and project schedule are developed collaboratively (Stuart & Shelby and FPRA).

Through the project management tool, the Stuart & Shelby Development Team will monitor project progress, meeting notes, and any changes in scope or cost due to additional information or requirements found during the project period.



**Sample: Microsoft Project Worksheet**

- **Performance Monitoring Plan/Approach:**

As stated in the response to the preceding bullet, Microsoft Project will be the tool used to manage project progress, milestones, schedule, and communication. Our goal will be to establish collaborative performance benchmarks with the assigned FPRA staff person and create an effective reporting system that gives the FPRA/City an appropriate level of project information, while not overwhelming staff with details which may not alter major milestones. We would also add that the Development Agreement is anticipated to contain exhibits, one of which will be a project schedule and corresponding draw schedule. Having these elements incorporated in the DA will ensure performance measures are being satisfactorily met.

- **Plan/Approach for Vendor Cost for the Underground Locates “Mechanized Equipment” vs. “Non-Powered hand tools”:**

Upon being selected as the Successful Proposer, our team will negotiate/execute the Development Agreement corresponding to this project. In said agreement, the tasks required to complete the project will be outlined and the responsible party identified (Vendor, City, or Other). Notwithstanding, underground locates is typically performed ‘pre-construction’ and said cost/responsibility is born by the Contractor as part of the Development Agreement.

# SECTION 7: ADDITIONAL INFORMATION

## Drug Free Workplace Form



### DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Stuart & Shelby Development, Inc.

does:

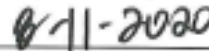
*(Name of Business)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on/or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee=s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature



Date

Form **W-9** Request for Taxpayer Identification Number and Certification

(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Stuart & Shelby Development, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

5 Address (number, street, and apt. or suite no.) See instructions.  
**217 NE 4th Street**

6 City, state, and ZIP code  
**Delray Beach, FL 33444**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

**Social security number**


or

**Employer identification number**

2	0			5	6	4	5	2	2	4
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Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **8-11-2020**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



STUAAND-02

CARDOSO

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
1/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: <b>Ismary Cardoso</b>		
	PHONE (A/C, No, Ext): <b>(954) 556-2772 23927</b>	FAX (A/C, No):	
	E-MAIL ADDRESS: <b>Ismary.Cardoso@ioausa.com</b>		
INSURED  <b>Stuart and Shelby Development Inc.</b> <b>217 NE 4th St</b> <b>Delray Beach, FL 33444</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	<b>INSURER A: American Builders Insurance Company</b>		<b>11240</b>
	<b>INSURER B: Old Dominion Insurance Company</b>		<b>40231</b>
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:

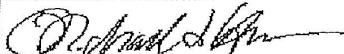
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			<b>GLP 0018738 13</b>	<b>1/9/2020</b>	<b>1/9/2021</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
<b>B</b>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>B3T5513P</b>	<b>1/9/2020</b>	<b>1/9/2021</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB          OCCUR EXCESS LIAB          CLAIMS-MADE DED          RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	<b>N/A</b>		<b>WCV 0106765 09</b>	<b>1/9/2020</b>	<b>1/9/2021</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Ron DeSantis, Governor



Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**HALBERG, CHARLES GORDON**

STUART & SHELBY DEVELOPMENT, INC  
217 NE 4TH ST  
DELRAY BEACH FL 33444

LICENSE NUMBER: CGC35842

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Business Tax Receipt

**CITY OF DELRAY BEACH**  
BUSINESS TAX RECEIPT  
& CONTRACTOR REGISTRATION

134276

**RESTRICTION:**  
OWNER/QUALIFIER: HALBERG, CHARLES GORDAN  
BUSINESS NAME: STUART & SHELBY DEVELOPMENT IN  
LOCATION: 217 NE 4TH ST  
CLASSIFICATION: CONTRACTOR - GENERAL

RECEIPT NO 21 00064964  
CONTROL NO 150328  
DATE ISSUED: 8/10/20  
BUSINESS TAX FEE: 190.30  
DELINQUENT FEE: .00  
TRANSFER FEE: .00

**TOTAL AMOUNT PAID: 190.30**

STUART & SHELBY DEVELOPMENT IN  
217 NE 4TH ST  
DELRAY BEACH FL 33444

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD  
OCTOBER 1 2020 TO SEPTEMBER 30 2021

**BUSINESS TAX RECEIPT MUST BE  
CONSPICUOUSLY DISPLAYED TO  
PUBLIC VIEW AT BUSINESS LOCATION**


Notice: This business tax receipt becomes NULL and VOID if ownership, business name, or address is changed. Applicant must apply for Transfer.

**CITY OF DELRAY BEACH**  
BUSINESS TAX RECEIPT INFORMATION

DATE ISSUED: 8/10/20

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD  
OCTOBER 1 2020 TO SEPTEMBER 30 2021

- Please conspicuously post this current business tax receipt so that it is able to be viewed by anyone upon entering your place of business.
- This business tax receipt represents proof of payment of your business tax fee for the period October 1 to September 30. Continuous licensure can be an important asset for certain business users; please exercise diligence in maintaining this business tax receipt.
- Once you have obtained a Delray Beach business tax receipt, you will be sent a renewal notice each year 30 to 60 days before expiration to the address indicated on the face of the receipt. Please check all business tax receipt information and if there is an error, report it to us immediately. The City may impose fines and penalties for failure to renew this business tax receipt.
- If you change your business name, ownership or location, you must make a new application for the change and pay a \$16.75 transfer fee. The business tax receipt must be surrendered prior to issuance of the new receipt. The back of the receipt must be signed and dated by the previous owner and indicated that all rights, interest, and title of the business is assigned to the new owner.
- If you have more than one business location, you must obtain a business tax receipt for each location.
- A separate business tax receipt is issued for each use performed within your business. Please check with us if you have any questions regarding the classification of your business by visiting us at 100 NW 1st Avenue, our website at MyDelrayBeach.com, or calling us at (561) 243-7203 ext.4.

  
1931

Notice: The issuance of this business tax receipt is a result of a payment of the business tax and shall not be interpreted as: permitting the business to supersede the zoning code of the City, an endorsement by the City of a business, nor certification by the City of the competence of a business.

July 24, 2020



**CITY OF FORT PIERCE**

**OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II**

**RFP NO. 2020-031**

**ADDENDUM NO. 1**

The purpose of this addendum is to clarify the **Pre- Bid Conference time** from 3:00 PM., **Wednesday July 29, 2020** which was stated incorrectly in the proposal document to:

**10:00 A.M., WEDNESDAY, JULY 29, 2020**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:   
Manual

Signature: Charles G. Halberg  
Typed or Printed

Company Name: Stuart & Shelby Development, Inc.

Address: 217 NE 4th Street, Delray Beach, FL 33444

Date: August 11, 2020

/lh

July 27, 2020



CITY OF FORT PIERCE

OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II

RFP NO. 2020-031

ADDENDUM NO. 2

The purpose of this addendum is to offer an audio conference call to developers who want to participate in the pre-bid conference being held 10:00AM, Wednesday, July 29, 2020. If you opt to attend via audio conference, please call the number below and use the access code provided below:

USA Toll Free:  
866-528-2256

Access Code:  
8337520

Calls must be made no later than 9:45AM, to participate in the meeting.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_  
Manual

Signature: Charles G. Halberg  
Typed or Printed

Company Name: Stuart & Shelby Development, Inc.

Address: 217 NE 4th Street, Delray Beach, FL 33444

Date: August 11, 2020

/gsm

Addendum No. 2 - RFP No. 2020-031

**August 5, 2020**



**CITY OF FORT PIERCE**

**OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II**

**RFP NO. 2020-031**

**ADDENDUM NO. 3**

The purpose of this addendum is to clarify the proposal due date that is incorrectly stated on page 8, Section II, as 3:00 PM., Thursday August 20, 2020. Proposals are due on or before:

**3:00 P.M., TUESDAY, AUGUST 18, 2020**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_  
Manual

Signature: \_\_\_\_\_  
Charles G. Halberg  
Typed or Printed

Company Name: \_\_\_\_\_  
Stuart & Shelby Development, Inc.

Address: \_\_\_\_\_  
217 NE 4th Street, Delray Beach, FL 33444

Date: \_\_\_\_\_  
August 11, 2020

/lh

August 7, 2020



CITY OF FORT PIERCE

OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II

RFP NO. 2020-031

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the proposal specifications:

1. **QUESTION:** Is there existing infrastructure (water, sewer, power) serving the subject property?

**ANSWER:** Water, sewer, gas, and power are available, but not extended to the individual lots.
2. **QUESTION:** Are the individual lots platted or is it currently one large parcel? (note: this will affect development schedule as well as development cost)

**ANSWER:** A preliminary plat was started during the development of Phase I. No final plat was ever completed or filed for the individual lots or street right-of-way. Currently Means Court is a 16' alleyway.
3. **QUESTION:** How were units in Phase I sold? (meaning, was the selected Developer responsible for selling the units or did FPRA handle buyer qualifications and closings?)

**ANSWER:** The CDBG/SHIP Program Manager assisted with the sale of the of the properties and buyer qualifications. The City of Fort Pierce will not be involved with that process for Phase II.
4. **QUESTION:** What were the price points for Phase I?

**ANSWER:** \$110,00 to \$130,00.
5. **QUESTION:** Is FPRA seeking to sell the site or does it intend to convey the site to the successful Proposer? Item 2 of evaluation criteria says, "Proposer must demonstrate capacity to acquire and finance development". We ask that this be clarified as it will significantly impact development approach

- ANSWER:** This decision has not been made yet.
6. **QUESTION:** Is a tree survey available showing existing oaks and slash pines?  
**ANSWER:** No.
7. **QUESTION:** Does FPRA have soil test of the site?  
**ANSWER:** No.
8. **QUESTION:** Can we include the empty lot (parcel # 2409-521-0007-0000) in our Proposal and use it as a site on which to build a model?  
**ANSWER:** No.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  \_\_\_\_\_  
**Manual**

Signature: Charles G. Halberg \_\_\_\_\_  
**Typed or Printed**

Company Name: Stuart & Shelby Development, Inc. \_\_\_\_\_

Address: 217 NE 4th Street, Delray Beach, FL 33444 \_\_\_\_\_

Date: August 11, 2020 \_\_\_\_\_

/h

August 11, 2020



CITY OF FORT PIERCE

OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II

RFP NO. 2020-031

ADDENDUM NO. 5

The purpose of this addendum is to provide the correct General Conditions for this RFP. Please disregard the Section 1, page 1 thru 7, of the original document and replace with the attachments.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_

Manual

Signature: \_\_\_\_\_

Charles G. Halberg

Typed or Printed

Company Name: \_\_\_\_\_

Stuart & Shelby Development, Inc.

Address: \_\_\_\_\_

217 NE 4th Street, Delray Beach, FL 33444

\_\_\_\_\_

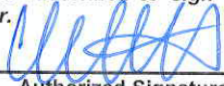
Date: \_\_\_\_\_

August 11, 2020

/lh

Attachments: General Conditions

Proposal Acknowledgement

<p><b>TO:</b> City of Fort Pierce, Purchasing Division, Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p><b>MAIL TO:</b> City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p><b>REQUEST FOR PROPOSALS and PROPOSAL ACKNOWLEDGMENT</b></p>
<p>Contact: Latonya Hubbard, 772-467-3102</p>	<p>RFP No: 2020-031</p>
<p>Pre- Bid Conference Date:  3:00 PM, WEDNESDAY, JULY 29, 2020</p>	<p>RFP Title: OAKS AT MOORES CREEK REDEVELOPMENT – PHASE II</p>
<p>Pre-Bid Conference Location:  COMMISSION CHAMBERS, 1<sup>ST</sup> FLOOR, CITY HALL, 100 NORTH U.S. 1, FORT PIERCE, FL</p>	<p>Bid Opening Location: Purchasing Division, Room 101 100 North U.S. #1 Ft. Pierce, Florida 34950</p>
<p>Bid Due Date &amp; Time: 3:00 PM, TUESDAY, AUGUST 18, 2020</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name: Stuart &amp; Shelby Development, Inc.</p> <p>Mailing Address: 217 NE 4th Street</p>	<p><i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.</i></p> <p>X  Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Delray Beach, FL 33444</p>	<p>Typed or Printed Name: Charles G. Halberg</p>
<p>Type of Entity (Place a check or X): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship</p>	<p>Title: President</p>
<p>Incorporated in the State of: Florida Year: 2006</p>	<p>Delivery in _____ days, ARO NA</p>
<p>Phone Number: 561-637-7902</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: 561-637-7904</p>	<p>FEIN or SS Number: 20-5645224</p>
<p>E-Mail Address: chuckh@stuartandshelby.com</p>	<p>Local Business: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</p>
<p>Bid Security is attached, when required, in the amount of \$ NA</p> <p style="text-align: center;"><b>F.O.B. DESTINATION</b></p>	<p>If returning as a "No Bid" state reason:</p>
<p><b>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</b></p>	

City of Fort Pierce Checklist

<b>CITY OF FORT PIERCE CHECKLIST</b>
--------------------------------------

This checklist is provided to assist each Bidder in the preparation of their Bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	<u>YES</u>	<u>NO</u>
Is Request for Proposals cover page (page 1) completed signed and attached?	<u>  x  </u>	<u>      </u>
Is W-9 Form completed, signed and attached?	<u>  x  </u>	<u>      </u>
Include proof of proper licensing as stated in Proposal documents.	<u>  x  </u>	<u>      </u>
Include proof of proper insurance as stated in Proposal documents.	<u>  x  </u>	<u>      </u>
Proposal submittal envelope is marked accordingly.	<u>  x  </u>	<u>      </u>
Is Drug-Free Work Place form signed and enclosed?	<u>  x  </u>	<u>      </u>
Are the Reference Check Forms, top portion, completed?	<u>  x  </u>	<u>      </u>
Is each Addendum (when issued) signed and included?	<u>  x  </u>	<u>      </u>

PLEASE SIGN AND RETURN WITH BID \_\_\_\_\_



## Qualifications & Experience

The Stuart & Shelby Team is comprised of Stuart & Shelby Development (General Contractor) and East to West Development Corporation (non-profit affordable housing developer). This team has over 75 years of combined experience in residential construction, affordable housing development, planning and community redevelopment. Our team is also well versed in understanding and navigating the nuances of working with government entities in achieving redevelopment projects.

- Resumes of Key Personnel

### **STUART & SHELBY DEVELOPMENT TEAM**

#### **Chuck Halberg, President**

- Florida Licensed General Contractor since 1986
- In the construction industry since 1975 including South Florida since 1980
- Construction Management/ Executive since 1980 for three top 200 National Builders
- Has overseen the construction of over 2500 residential single-family units, 2500 apartments, and 800,000 SF of commercial space since 1975
- Personal strengths in business relations, product development, budget management quality control, customer satisfaction
- Delray Beach Business of the Year 2013-2014
- Delray Beach Businessperson of the Year 2010-2011
- Ken Ellingsworth Community Service Award 2008, 2011, 2013,
- Community Service Commendation Delray Beach Police 2006
- Special Recognition Award City of Delray Beach 2006

#### **Dave Dedman, Director of Construction**

- In the construction industry in Florida since 1986
- Managed construction departments for organizations with annual construction budgets in excess of \$20,000,000 including two major Florida developers
- Bachelor of Science in Construction Management
- Personal strengths in budget management, value engineering, product development, quality control

**DANIEL A. ROSEMOND**  
**CEO/FOUNDER**  
**EAST TO WEST DEVELOPMENT CORPORATION**

**EDUCATION**

- |                        |                       |                       |
|------------------------|-----------------------|-----------------------|
| • Master of Science    | St. Thomas University | Public Administration |
| • Graduate Certificate | St. Thomas University | HR Management         |

**DISCIPLINE EXPERIENCE**

- Affordable & Workforce Housing Administration: 15 Years
- Community & Economic Development: 15 Years
- Budgeting, Finance, and Grants Administration: 20 Years
- Public Administration: 30 Years

**NOTABLE ACCOMPLISHMENTS & RELEVANT PROJECTS**

- ✓ Administrative level involvement of funding and oversight of more than 70 affordable housing projects yielding approximately 10,000 units of housing
- ✓ Championed the establishment of new HUD entitlement city, cultivating 10-fold annual funding increase and achieved national recognition from HUD Secretary Shawn Donovan
- ✓ Assumed oversight of an underperforming Redevelopment Agency, and successfully resolved issues stemming from OIG audit
- ✓ Budget preparation and oversight experience well north of \$120M

***ArtSquare, Hallandale Beach (private development)***

A mixed-use development consisting of 10,264 square feet of retail commercial use; 358 residential units, and a 2-story parking garage.

**Cost:** \$80M

**Role:** Negotiated (and administered) Development Agreement on behalf of City/CRA to garner redevelopment of 3 city blocks as part of this project.

***Diplomat, Hallandale Beach (private development)***

Mixed use development providing 938 hotel/condos, new clubhouse, and 30,000 restaurant and retail space on existing golf course.

**Cost:** \$650 M

**Role:** Negotiated (and executed) Development Agreement on behalf of City, generating \$6.5M in monetary contributions and in-kind services by Developer.

***Neighborhood Stabilization Program (NSP), City of Miami Gardens***

Established by Congress, the objective of the NSP was to stabilize communities impacted by foreclosures through the purchase and redevelopment of these residential properties.

**Cost:** \$6.8M

# COREY W. O'GORMAN, AICP

700 US-1, Ste C, North Palm Beach, FL 33408  
(561) 863-2722 □ corey@placepnd.com

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## Education

### **Rollins College**

*Bachelor of Arts, Environmental Studies 1983*

### **American Institute of Certified Planners (AICP)**

*Certification - 1991*

## Affiliations

*Palm Beach County Commission on Affordable Housing, July 2018 to present*

*Planning Commission, Village of North Palm Beach, 2012 to 2016*

*Florida Planning Association member, current*

*Florida Housing Coalition member, current*

*Florida Redevelopment Association member, current*

*Florida Trust for Historic Preservation member, current*

*PB County League of Cities associate member, current*

*North Palm Beach County Chamber of Commerce member, current*

## WORK EXPERIENCE & QUALIFICATIONS

### **PLACE Planning & Design, Inc.**

*President*

**North Palm Beach, Florida**

**2006-present**

Responsible for all aspects of company activities including client relations, business development, contracting and invoicing, and completing all company projects which include:

- Due diligence feasibility studies to evaluate development potential, how to proceed with the development process, and/or for possible investment.
- Applications for various governmental approvals for site plan, zoning, permitting, etc., on a wide range of projects including residential, commercial, industrial and institutional.
- Direct and oversee the design, permitting and construction for various projects as the Owners' Representative Project Management, serve as owners point of contact.
- Provide zoning consulting services and code amendment services to public and private agencies and companies.
- Community Redevelopment Agency (CRA) consulting including preparation of findings of necessity, redevelopment planning and project implementation.

### **Toll Brothers, Inc.**

*Project Manager*

**Jupiter, Florida**

**2005-2006**

Responsible for the management and coordination of various design and regulatory activities related to the development of a large residential community in Jupiter, Florida, including all necessary on-site and off-site infrastructure and lots for construction of homes. Project included single-family homes townhomes, golf course and clubhouse.

## Representative Projects



### **Hallandale Beach CRA (2013-2014, Completed)**

In-Fill Housing Project, Phase 1. General Contractor for the construction 8 new single-family homes. Project cost \$1,500,000. Commenced Phase 2, 2015.

## REPRESENTATIVE PROJECTS (CONT.)



### **Lake Worth CRA NSP2 (2011-2013 completed)**

General Contractor for new construction and renovation for 46 units as part of this project. Worked closely to administer the HUD requirements for this project, purchased all contracts and full oversight of all construction activities. Project cost: \$5,500,000.00 +/-

## REPRESENTATIVE PROJECTS (CONT.)



**Adopt A Family of the Palm Beaches (2008-2009 completed)**

General Contractor on the 9-unit affordable housing project.  
Site development and full construction. Project cost  
(\$1,200,000 +/-)

## REPRESENTATIVE PROJECTS (CONT.)



### **Community Land Trust of PB County (2016-2020) – Kirk Road Homes**

General Contractor on the 8 affordable homes. Site development and full construction. Project cost (\$2,100,000 +/-)

## REPRESENTATIVE PROJECTS (CONT.)



### **Delray Beach Community Land Trust (2009-2020)**

General Contractor for the construction 35+ new single-family homes. Project cost \$6,000,000+/-

## REPRESENTATIVE PROJECTS (CONT.)



### **Adopt A Family of the Palm Beaches (2019-2020 completed)**

General Contractor on the 14-unit affordable housing project with community center. Site development and full construction. Project cost (\$3,500,000 +/-)

## REPRESENTATIVE PROJECTS (CONT.)



### **Neighborhood Renaissance (2017-2019 completed)**

General Contractor on the 8-unit affordable housing project with 2,000 SF commercial building. Site development and full construction. Project cost (\$3,500,000 +/-)

## REPRESENTATIVE PROJECTS (CONT.)



### **Delray Beach Community Land Trust (Proposed)**

General Contractor for the construction of 10 new single-family homes including lot development. Project cost (\$2,400,000 +/-)

## REPRESENTATIVE PROJECTS (CONT.)



### **Community Land Trust of PB County (2015 -2018)**

General Contractor on the 16 affordable SF homes, and 8  
Townhouse units. Site development and full construction.  
Project cost (\$4,800,000 +/-)

## Ability to Secure Funding

Project financing will be needed for the design, permitting, and construction of infrastructure and that of individual homes, and permanent mortgages (and subsidies) will be needed for the purchase of the homes by income-qualified buyers. The need and ability to obtain project financing will be a team effort and will require the use of numerous sources of funds for the various stages of development.

## **Infrastructure Financing**

Part of the Stuart & Shelby Development team is Corey W. O’Gorman of East to West Development Corporation. Mr. O’Gorman has worked on numerous grants for development of affordable housing from grant writing, to underwriting, administration and close-out, and includes CDBG, Section 202, NSP2, SHIP, SAIL, HOME, and Tax Credits, as well as using private foundation and CRA funding. The Stuart & Shelby Development team will work with the City/CRA, and the City’s Grant Administration Manager to formulate a strategy for funding the cost to design, permit and construct the required infrastructure.

## **Homebuilding**

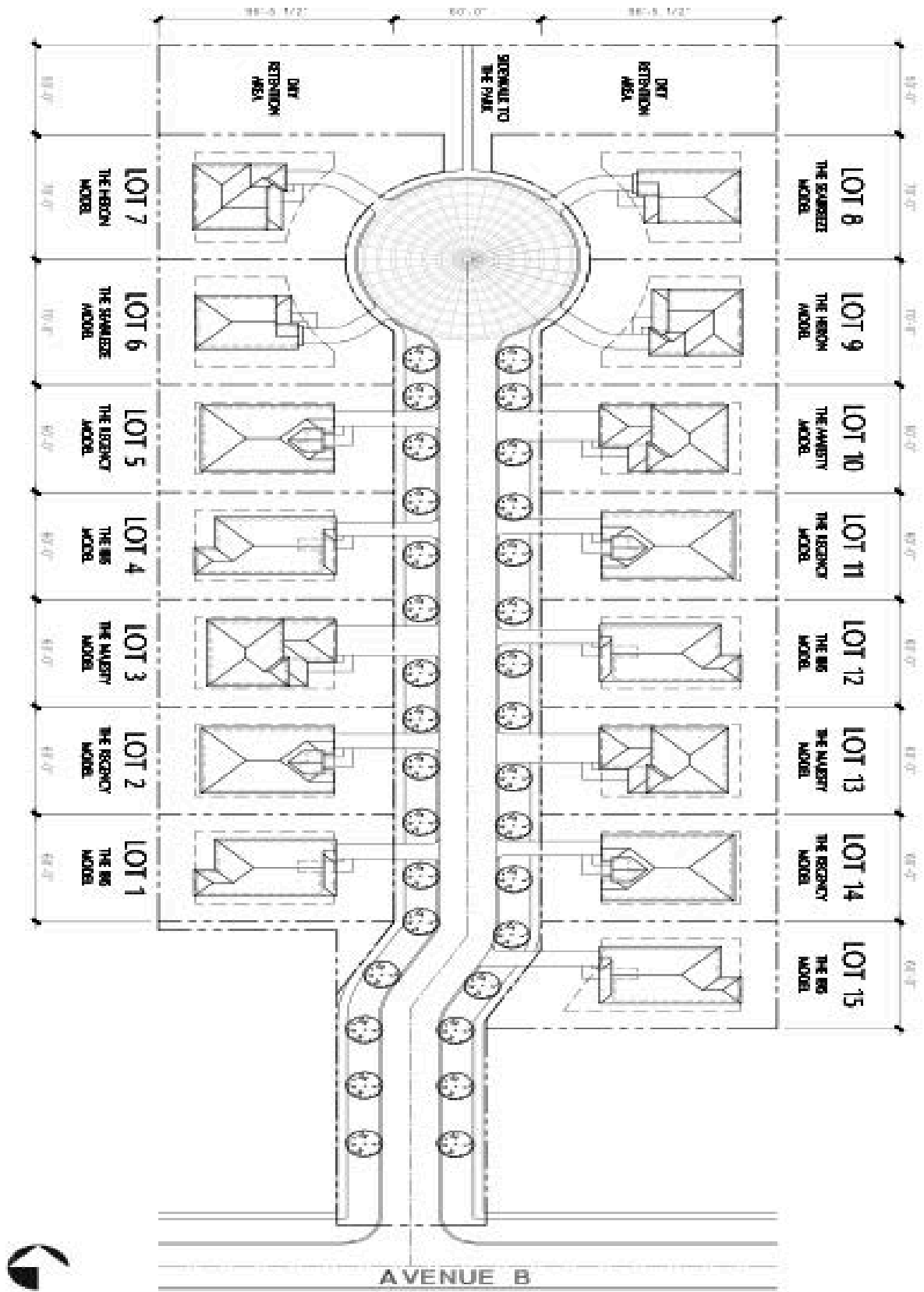
Stuart & Shelby Development will work with the City and CRA to formulate the right strategy for funding construction of the homes. This could include short-term construction financing obtained by either the City or Stuart & Shelby, although the interest would add cost to the project. If funds are available through the City or CRA, construction could be paid for using scheduled construction draws through those funds with a full or partial pay-back upon closing on the sale to an income-qualified homebuyer.

## **Home-Buyer Mortgages**

ETWDC will also take the lead in identifying a pool lending partners that can provide first mortgages to the buyers of the housing units being built in phase II. Daniel Rosemond is well versed in this task as a former CRA Director and will collaborate with FPRA staff to begin this process early on. Unlike traditional residential home buying, affordable housing requires several steps and often includes homebuyer counseling and credit repair.

The actual sale price of the homes will depend on the appraised value and lender underwriting criteria. For instance, if a low- or moderate-income buyer is able to afford the principal, interest, taxes and insurance on a \$120,000 mortgage, but the total development cost of the unit is \$250,000, there is a gap of \$130,000 that will need to be subsidized. Additionally, the buyers may need down payment assistance even if qualifying for a first mortgage. Strategy 3 of the City’s SHIP LHAP allows up to \$50,000 award subject to an affordability restriction, and thus this could be a source of funding to assist with the sale of homes to income-qualified buyers.

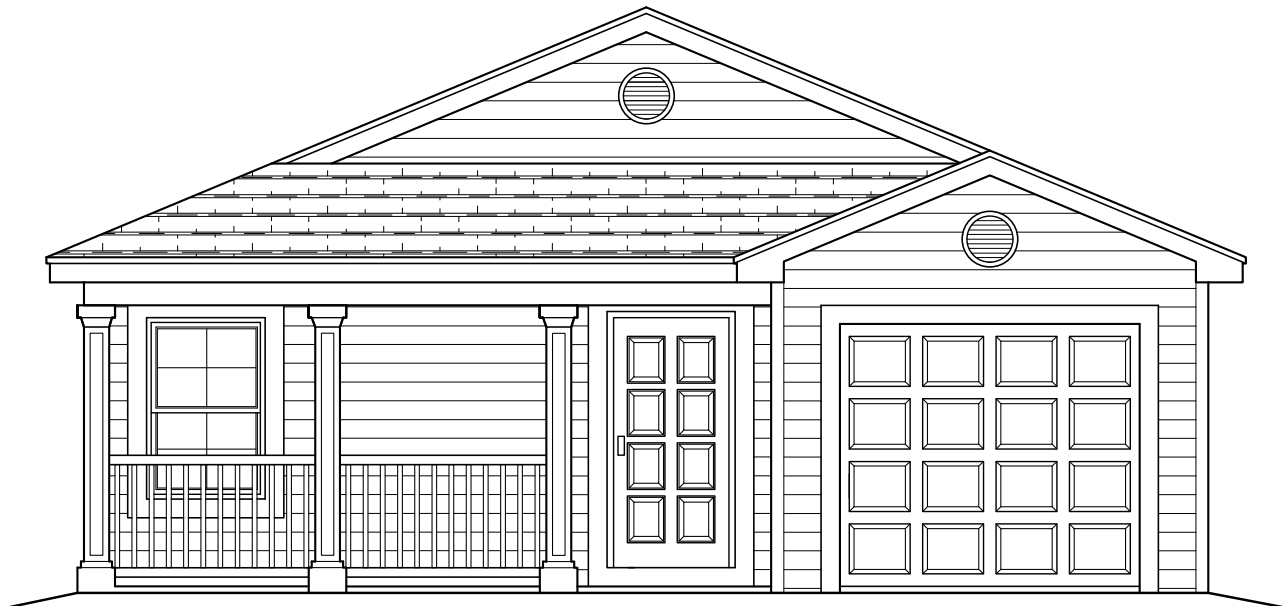
Preliminary Development Plan



# The Ibis

Three Bedrooms, Two Baths, One Car Garage

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ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF THIS OFFICE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MAURICE MENASCHE, ARCHITECT.

**Stuart & Shelby Development, Inc.**

217 N.E. 4th Street, Delray Beach, FL 33444 • Phone: (561) 637-7902 • Fax: (561) 637-7904 • [www.stuartandshelby.com](http://www.stuartandshelby.com)

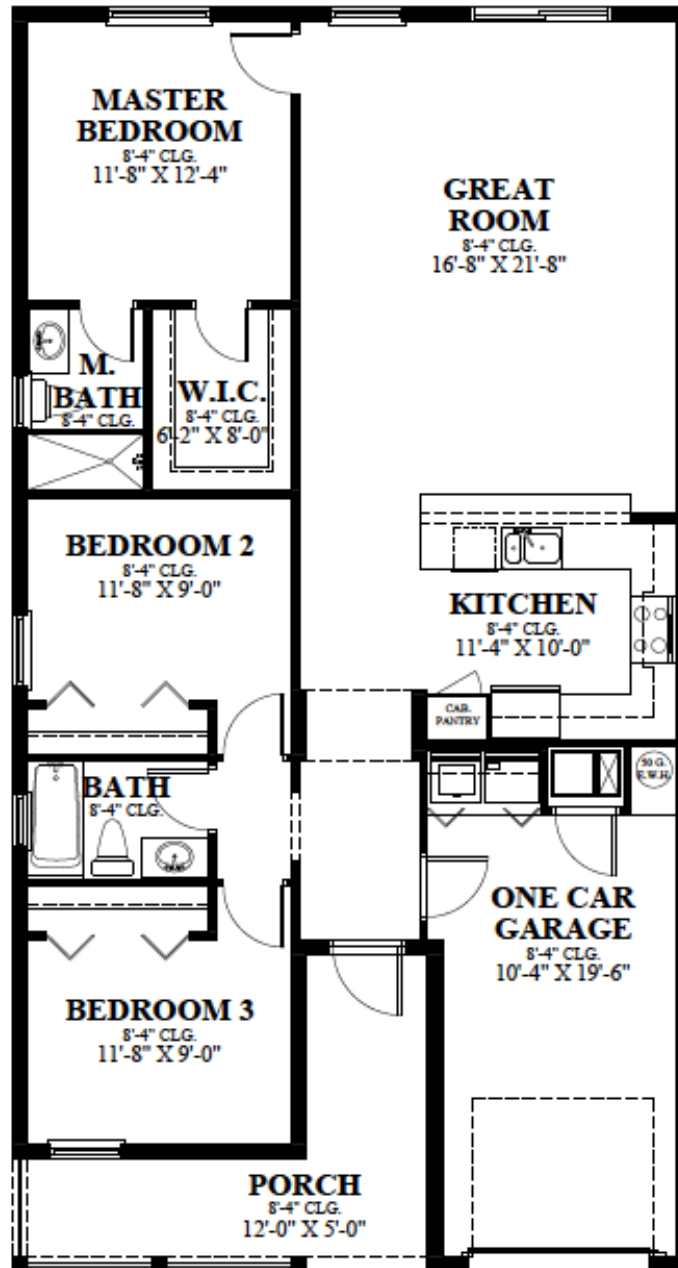
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# The Ibis

Three Bedrooms, Two Baths, One Car Garage

### AREA CALCULATIONS:

A/C LIVING AREA:	1,269 SQ. FT.
GARAGE:	267 SQ. FT.
PORCH:	140 SQ. FT.
<b>TOTAL:</b>	<b>1,676 SQ. FT.</b>



THIS MODEL FITS ON LOTS 1-5 & 10-15.

ALL ERAS DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF THIS OFFICE AND WERE CREATED, REVISED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIC PROJECT. NONE OF SUCH ERAS, DESIGN, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MALCOLM MORGAN, ARCHITECT.

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# The Regency

Three Bedrooms, Two Baths, One Car Garage

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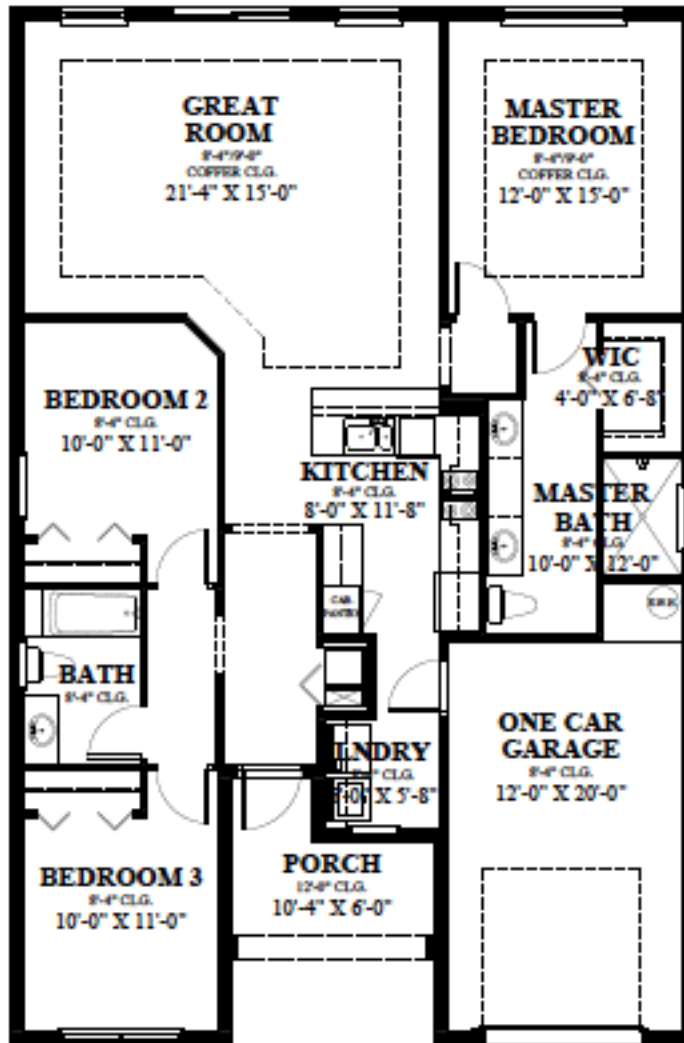
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# The Regency

Three Bedrooms, Two Baths, One Car Garage

**AREA CALCULATIONS:**

A/C LIVING AREA:	1,453 SQ. FT.
GARAGE:	282 SQ. FT.
ENTRY:	76 SQ. FT.
<b>TOTAL:</b>	<b>1,811 SQ. FT.</b>



THIS MODEL FITS ON LOTS 1-5 & 10-15.

ALL AREA SQUARE FOOTAGE AND AREA CALCULATIONS ARE APPROXIMATED BY THIS OFFICE AND BASED ON THE PROPERTY OF THIS OFFICE AND WERE OBTAINED, APPLIED AND DEVELOPED FOR THE USE AND IN CONNECTION WITH THE PRESENT PROJECT. NONE OF THESE AREA, SQUARE FOOTAGE OR AREA CALCULATIONS OR PLANS SHALL BE USED BY OR FOR ANY OTHER PROJECT, PLAN OR DEVELOPMENT FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STUART & SHELBY DEVELOPMENT, INC.

Stuart & Shelby Development, Inc.

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# The Seabreeze

Three Bedrooms, 2 1/2 Baths, One Car Garage

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**Stuart & Shelby Development, Inc.**

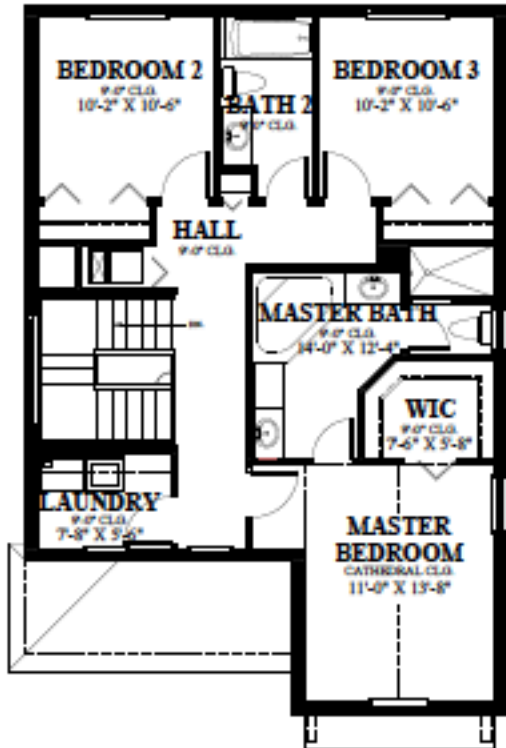
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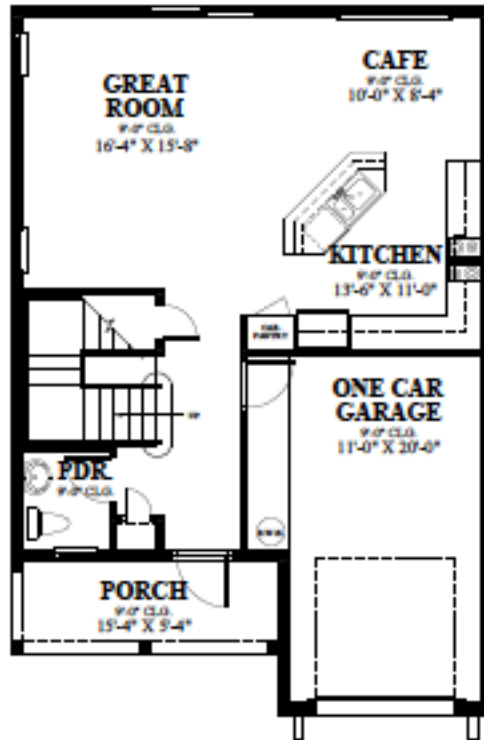
# The Seabreeze

Three Bedrooms, 2 1/2 Baths, One Car Garage

AREA CALCULATIONS:	
FIRST FLOOR A/C AREA:	718 SQ. FT.
SECOND FLOOR A/C AREA:	922 SQ. FT.
TOTAL A/C LIVING AREA:	1,640 SQ. FT.
GARAGE:	278 SQ. FT.
PORCH:	82 SQ. FT.
TOTAL:	2,000 SQ. FT.



SECOND FLOOR PLAN



FIRST FLOOR PLAN

THIS MODEL FITS ON LOTS 6-9.

ALL ROOM DIMENSIONS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE PROVIDED BY AND THE PROPERTY OF THE OFFICE AND SHALL BE VALID AND REVOLVED FOR THE USE AND IN CONNECTION WITH THE PROJECT. NONE OF THESE DIMENSIONS AND PLANS SHALL BE USED BY OR CONSIDERED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STUART & SHELBY, INC.

Stuart & Shelby Development, Inc.

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# The Heron

Three Bedrooms, 2 1/2 Baths, One Car Garage

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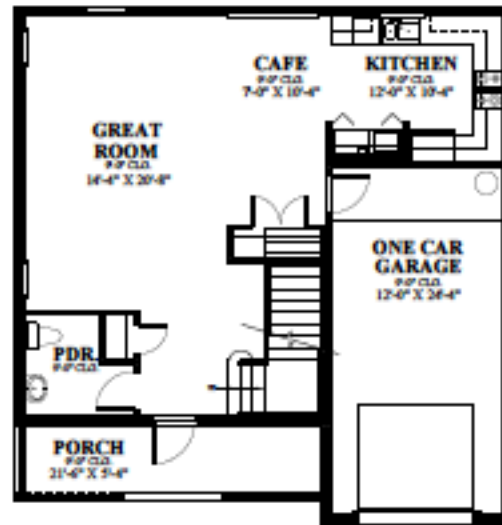
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# The Heron

Three Bedrooms, 2 1/2 Baths, One Car Garage

<b>AREA CALCULATIONS:</b>	
FIRST FLOOR A/C AREA:	797 SQ. FT.
SECOND FLOOR A/C AREA:	859 SQ. FT.
TOTAL A/C LIVING AREA:	1,656 SQ. FT.
GARAGE:	321 SQ. FT.
PORCH:	115 SQ. FT.
TOTAL:	2,092 SQ. FT.



THIS MODEL FITS ON LOTS 6-9.

ALL DIMENSIONS, APPOINTMENTS AND PLANS INDICATED OR REFERENCED BY THIS DRAWING ARE CHECKED BY AND THE PROPERTY OF THE OFFICE AND WERE PREPARED, APPROVED AND DEVELOPED FOR THE USE, AND IN CONNECTION WITH, THE SERVICES PROVIDED HEREIN BY THE ARCHITECT. ANY CHANGES OR ADDITIONS TO THIS DRAWING SHALL BE MADE BY OR UNDER THE CLOSE PERSONAL SUPERVISION OF THE ARCHITECT AND SHALL BE SUBJECT TO THE WRITTEN PERMISSION OF SAID ARCHITECT.

Stuart & Shelby Development, Inc.

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# The Majesty

Four Bedrooms, 2 1/2 Baths, Two Car Garage

---



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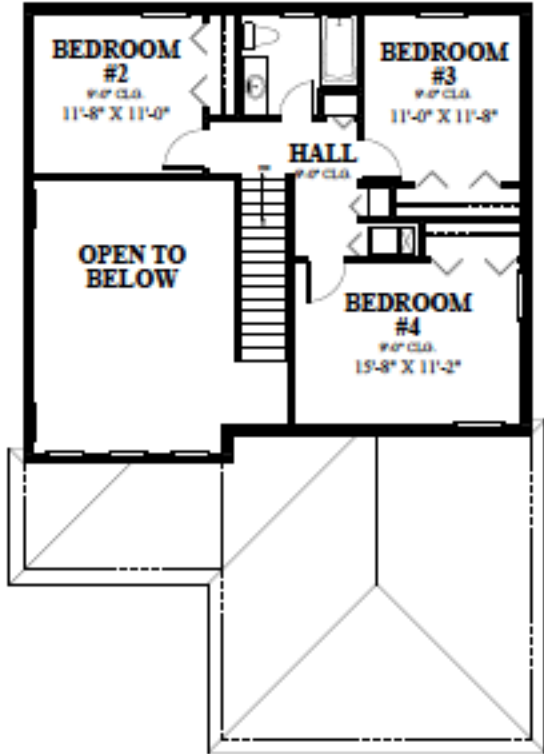
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# The Majesty

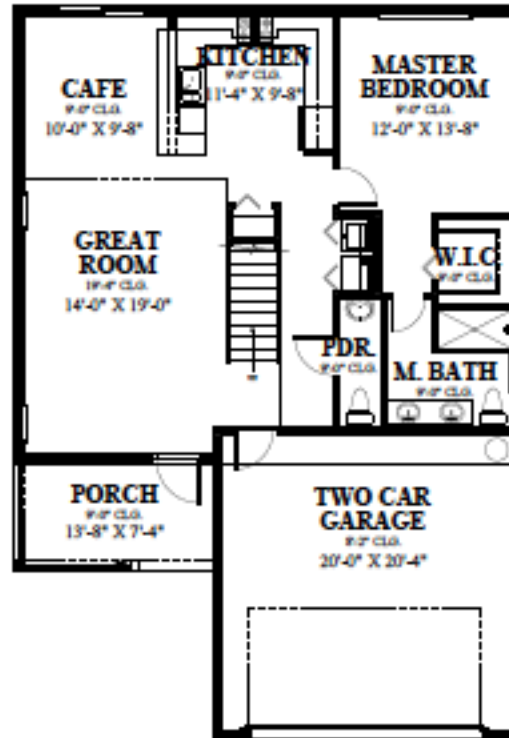
Four Bedrooms, 2 1/2 Baths, Two Car Garage

## AREA CALCULATIONS:

FIRST FLOOR A/C AREA:	1,067 SQ. FT.
SECOND FLOOR A/C AREA:	714 SQ. FT.
TOTAL A/C LIVING AREA:	1,781 SQ. FT.
GARAGE:	447 SQ. FT.
PORCH:	100 SQ. FT.
TOTAL:	2,328 SQ. FT.



SECOND FLOOR PLAN



FIRST FLOOR PLAN

THIS MODEL FITS ON LOTS 1-5 & 10-15.

ALL ROOM DIMENSIONS AND PLANS INDICATED OR ASSUMED BY THIS DRAWING ARE GIVEN BY AND THE PROPERTY OF THE OWNER AND DEVELOPER. ALL RIGHTS ARE RESERVED FOR THE USE AND IN CONNECTION WITH THE PROJECT. THIS IS NOT A CONTRACT. DIMENSIONS OF PLANS SHALL BE USED BY THE CONTRACTOR TO VERIFY THE ACCURACY OF THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, GAS, AND ELECTRICITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, GAS, AND ELECTRICITY.

Stuart & Shelby Development, Inc.  
 217 N.E. 4th Street, Delray Beach, FL 33444 • Phone: (561) 637-7902 • Fax: (561) 637-7904 • www.stuartandshelby.com

# Housing Specifications for Oaks at Moore's Creek

## Inspiring Architecture and Design Features

- Monolithic Slab and CBS exterior walls with bond beams (rake beams where needed)
- Prefabricated engineered wood truss system for roof and floors if two story home with  $\frac{3}{4}$ " T&G plywood sheathing
- Dimensional shingle roofs in standard colors (GAF or equal)
- 6" seamless gutters and downspouts on hip elevations
- Stucco light texture finish on exterior walls and overhangs with smooth finish on any horizontal or vertical stucco siding look
- Decorative stucco bands per plan
- Designer exterior paint schemes- 3 colors on house- body, fascia/ trim, doors
- Broom swept concrete driveway & city walk along street front
- Hurricane impact rated single hung windows and doors (insulated impact may be used to meet code)
- Hurricane impact rated metal embossed garage door with opener
- Hurricane impact rated fiberglass two panel entry door
- Exterior hose connection (minimum two per home)
- Exterior GFI receptacle (minimum two per home )
- Coach light on one side of garage door
- Minimum 16 SEER air conditioning system with digital thermostat (Carrier or equal)
- Fully irrigated (off city water) and landscaped site to code

## Custom Interior

- 5/8" drywall on ceilings, 1/2" drywall on walls, dense shield in bathroom wet areas around tub and/ or shower. Knockdown drywall finish on ceilings and knockdown or orange peels finish on walls (except bathroom ceilings and walls are always orange peel)
  - White flat paint on all ceilings & walls, white semi glass on all doors and trim.
  - Stucco finish on garage masonry walls will be light texture
  - R20 foam insulation to underside of roof deck, R4.1 foil on exterior masonry walls which have 1x2 fir strips
  - Hollow core 2 panel interior doors
  - Decorative 2-1/4" casing on all swing doors and 5-1/4" baseboards in all rooms except bath rooms.
  - Lever door hardware on all interior doors (brushed chrome finish)
  - Wood look 6 x 36 tile (or similar) on all main floors including bedrooms on one story homes (does not include stairs or any flooring upstairs)- 4 color options
  - FHA carpet on stairs, hallway and bedrooms of two story units (gypcrete and tile option can be priced on request)
  - Carrera white/ gray marble window sills
  - Ventilated "free glide" vinyl coated metal closet shelving
  - Minimum 50 gallon electric water heater
  - Minimum 150 amp electric service
  - "Decora" rocker light switches through out home with standard receptacle in white
  - Smoke/ carbon detectors per code
-

- RG6 & Cat 6 data/ cable in all bedrooms and family room or living room
- 1 phone CAT 6 at kitchen or master bedroom
- Structure wiring to On-Q panel for TV, Telephone and alarm.
- Wired alarm with contact only on entry door, any sliders or exterior doors and house to garage door. One keypad at entry door and wiring only for keypad at master bedroom. No contacts on impact windows. 2 Motion detectors in house in view of front and rear door
- Deluxe energy rated lighting fixture package for bathrooms, foyer, dining room, hallway and walk in closets, 52" white ceiling fans with light kit in all bedrooms, (allowance \$900 includes fans)

### Gourmet Kitchen

- Aristokraft Brellin shaker style cabinets with soft close doors and drawers- 3 color options- white, light gray and dark gray
- 3 CM level A granite with eased edge and 4" backsplash- 4 color options
- Single bowl stainless steel under-mount sink
- Moen single lever faucet with pull out spray
- Appliances in stainless steel
- Energy Star Refrigerator 25 cf side x side with ice and water in door
- Energy Star Dishwasher
- Electric 30" range self-clean Ceran top
- Over the range non-vented microwave
- 1/2HP garbage disposal
- Full size Energy Star Washer and Full-size Dryer- white

### Luxurious Baths

- Aristokraft Brellin shaker style cabinets with soft close doors and drawers- 3 color options- white, light gray and dark gray
- 3 CM level A granite with eased edge and 4" backsplash- 4 color options
- Cannes equal bath tile- 12 x 12 on floor and walls but shower floor has 2 x 2- 3 color options
- Proflo or equal steel or vikryl bathtub in bath(s) per plan- white
- 1/4" polished edge mirror over vanity - 48" high x width of vanity
- Chrome bath accessories include towel bar and paper holder in each bath
- Recessed medicine cabinet in all baths
- Moen 2 handle 8" center chrome faucet in all baths
- Proflo or equal under mount rectangle vanity sinks in white
- Proflo or equal elongated comfort height commodes in white
- 3/8" frameless shower door at showers only (no tubs)

No window treatments or furnishings are included.

**Homes will achieve a minimum NGBS Bronze green certification**

## How Stuart & Shelby's Plan for Phase II at the Oaks at Moore's Creek achieves the goals established in the FPRA Plan

This proposal offered by Stuart & Shelby Development furthers the goals, objectives, policies and programs of the Redevelopment Plan by:

- Redevelopment of vacant property
- Focus on homeownership for low- and moderate-income households
- Construction of a subdivision that includes sidewalks, streetlights and connection to existing pedestrian network
- Construction of new high-quality single-family homes that are energy efficient, meet hurricane impact requirements, are low maintenance and will remain affordable long after purchase

The Oaks at Moore's Creek Redevelopment Phase II project is located in the Neighborhoods, Sub-Area 3 of the Fort Pierce Community Redevelopment Plan. The Plan states that 'while renewal and redevelopment have been active in the downtown area for a number of years, the neighborhoods have not received the attention that they need.' And, although the City and Redevelopment Agency have heavily invested in the neighborhoods since the Plan was adopted in 2001 through housing improvements (Phase I and other projects) and infrastructure (Moore's Creek Linear Park) there is still a significant opportunity to enhance the neighborhood through improvements to the housing stock.

In this regard, the City of Fort Pierce Community Redevelopment Plan includes the following statements, opportunities, goals, objectives and policies:

- 1999 Study by Henry Moore recommended:
  - A neighborhood with residents at the center of community building activities leading community work
  - A neighborhood free of blighted vacant lots
  - A neighborhood free of substandard housing
- A 2000 report by the City Manager included additional strategies including converting rental properties into owner occupied properties
- Sub-Area 3 "Problems" include:
  - Housing stock in poor condition
  - Substantial number of vacant lots
  - Lack of sidewalks
  - Majority of rental residents
  - Vacant and underutilized property
  - Vacant property providing a place for littering
- Sub-Area 3 "Needs" include:
  - Develop strategy for single family homeownership
  - Need to remove blighting influences
  - Need to create a neighborhood free of substandard housing
  - Need to create a neighborhood free of blighted vacant lots
  - Need to improve pedestrian linkages to commercial and downtown
  - Neighborhoods need sidewalks and lighting
  - Need for neighborhood lighting for nighttime security
- Sub-Area 3 "Opportunities" include:

- Utilize the abundance of vacant lots for new construction and home ownership
- Vacant buildings and land can be redevelopment sites
- Group “2” Redevelopment, #2.1 “Affordable Housing” states that “the overall objective is to invigorate the neighborhood with new homebuyers and establish the area as a viable home ownership community.” Objectives include:
  - Provide decent, affordable housing for residents who are of low to moderate-income level.
  - Stabilize and preserve the neighborhoods through redevelopment and the elimination of slum and blight.
  - Encourage fee simple home ownership.

Project description states that the “target area for establishing affordable housing is generally the area described in the ... Neighborhood Sub-Area.” It also states that “components of the affordable housing program may include:

- Home Buyer Assistance (subsidies secured by CRA soft junior mortgages)
- Homebuyer’s marketing program

## Traffic Impacts (Preliminary)

The Preliminary Development Plan for the Oaks at Moore's Creek Phase II is for construction of fifteen (15) single-family homes. As the industry source for trip generation rates, the Institute of Transportation Engineers (ITE) has conducted numerous studies on the generation of trips for single-family homes and breaks down trip generation on an AM and PM peak hour as well as a daily weekday rate.

Using the average AM and PM peak rate, and daily weekday rate for single-family homes, the following is a preliminary assessment of traffic impacts on the existing roadway system from this project which will add fifteen homes to the neighborhood:

- AM Peak – Average rate  $0.75 \times 15 = 11.25$  peak hour trips
- PM Peak – Average rate  $1.01 \times 15 = 15.15$  peak hour trips
- Average Daily Trips –  $9.57 \times 15 = 143.55$  trips

## Economic Feasibility

Unlike Phase I of The Oaks at Moore's Creek, the proposed Phase II must include the design, permitting and construction of a new roadway, extension of water, sewer and other utilities and installation of a storm drainage system as well as extensive land clearing and pad preparation. It also includes installation of sidewalks, streetlights, and street trees along the new roadway, and pedestrian connection from the new sidewalks to the Moore's Creek Linear Park. Construction of these infrastructure improvements give the ability and sets the stage for construction of new homes. Consequently, there are significant additional costs that must be absorbed into the economic equation of Phase II that were not part of Phase I. These costs are estimated at approximately \$39,667 per lot and a total of \$595,000. This estimate assumes soil conditions are suitable for the development, and no major soil remediation work is needed.

Construction of the individual single-family homes is expected to cost approximately \$125 per gross square foot. This estimate includes all hard and soft costs but does not include permit fees, impact fees and utility connection fees.

According to the St. Lucie County Property Appraiser records, in 2009 sales for Phase I units ranged from a low of \$128,000 to a high of \$150,000. Research on [www.zillow.com](http://www.zillow.com) did not reveal any new home sales in the area and thus there are no current comparable on which to base a potential sales price for the proposed Phase II homes. Actual sales price will be determined by an appraisal conducted by the institution that provides the first mortgage financing prior to closing on that financing and will likely be adjusted through soft-second mortgages and down payment assistance so that they are affordable to low- and moderate-income buyers. Consequently, the sales prices can only be estimated at this time.

Below is a simple breakdown of the total development costs, projected revenue, and subsidy (gap) needed to complete this project:

### Costs

Average Construction Cost:	\$3,862,500*
Soft Costs (5%):	\$193,125
Infrastructure Connection:	\$595,000
Gov. Fees/Impact Fees:	not included
Developer Fees (10%):	\$386,250

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Total Development Cost: \$5,036,875

### Revenue

Projected revenue from sales: \$2,250,000 (based on \$150,000 per unit)

Subsidy needed for gap: (\$2,278,875)

\*Amount subject to variation based on models selected for development

## Proposed Financing Plan

Stuart & Shelby Development Team proposes to partner with the City and Redevelopment Agency to obtain the funding necessary to construct the project. Funding will fall into four (4) basic categories as follows:

- *Land Acquisition Costs*
  - This proposal is for the Redevelopment Agency to retain ownership of the land until the point of sale, thus reducing the project cost. However, the FPRA has not indicated if they would like to sell, convey, or retain ownership of the land.
- *Infrastructure Costs*
  - to construct the infrastructure and develop the subdivision in preparation for home building and is estimated at approximately \$595,000. This includes clearing of trees, stripping of land, importing fill, water, sewer drainage, paving and sidewalks. This does not include any soil remediation if needed.
- *Construction Costs*
  - The total hard and soft costs is estimated at \$4,055,625. This estimate does not include Davis-Bacon wage rates, which would increase cost by approximately 7-8% if required.
- *Closing Costs*
  - Given recent home sales in the area, a gap between total development costs and appraised value is anticipated. This gap is estimated at \$2.28M

This project represents a significant investment in this neighborhood on the part of the City and Redevelopment Agency and requires the acquisition of revenue sources the purpose of which is to develop affordable housing for low- and moderate-income homebuyers, and which results in the correction of conditions of blight.

Potential funding sources include the following:

- Donation of land to the project
- CDBG for infrastructure including the currently budgeted \$100,000
- Private construction loan for home building, however interest charges will increase the project cost
- Tax increment revenues could be used for a short-term to build the homes and repaid by sales proceeds, however all TIF funds are currently appropriated to operating or debt service, or other projects, and sales prices are not expected to cover the cost to construct homes
- City funds might also be used for a short-term to build the homes and repaid by sales proceeds, however the sales prices are not expected to cover the cost to construct the homes
- SHIP funds for down payment assistance
- Soft-second mortgages to ensure affordability to income-qualified low- and moderate-income homebuyers
- Conventional first mortgage financing from local lenders

Additional sources of funds will need to be identified in order to construct the required infrastructure and homebuilding. The Stuart & Shelby Development team will work with the City and Redevelopment Agency staff to finalize a funding strategy during the first months of the project.

## Proposed Acquisition Terms

Stuart & Shelby Development Team proposes that the FPRA retain ownership of the land and enter into a public private partnership for its development. Should this structure not be feasible, the alternative proposed acquisition term would be a conveyance of the land with applicable deed restrictions (designating its use for affordable housing and with a reverter clause if any violations in the Development Agreement are violated).

A straight-line purchase of the land by the Stuart & Shelby Team is not desirable. This would add considerable development cost and does not accelerate the FPRA's objective for Phase II.

## Project Implementation Schedule

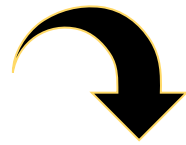
- Months 1-6
  - Negotiate and execute Development Agreement
  - Finalize project financing strategy, and seek other sources of funds for infrastructure construction
  - Homebuyer outreach
  - Design and permitting of infrastructure
  - Subdivision platting/re-platting

At completion of infrastructure permitting, and once a pool of potential homebuyers are assembled, the next stage of the project will commence
- Months 7-10
  - Infrastructure Construction
  - Homebuyer qualification and counseling
  - Final design and permitting of homes

At completion of infrastructure construction and homebuyer qualification and counseling, buyers will be required to sign contracts for specific homes, and construction financing will be secured

  - If permitted by the City, models would be construction concurrent with the infrastructure for marketing purposes
- Months 10-18
  - Homebuilding will be completed in phases with approximately 3-4 homes being built at a time
  - Upon completion of construction and issuance of Certificate of Occupancies by the City, home will close and transfer to the income-qualified and/or first-time homebuyer

**STUART & SHELBY DEVELOPMENT  
&  
EAST TO WEST DEVELOPMENT**



**END  
OF  
PROPOSAL**

# EXHIBIT E: Development Agreement

## **DEVELOPMENT AGREEMENT** **Affordable/Workforce Housing**

THIS DEVELOPMENT AGREEMENT FOR AFFORDABLE/WORKFORCE HOUSING (“Agreement”) is made and entered into as of this 8<sup>th</sup> day of June, 2021 (“Effective Date”), by and between Stuart & Shelby Development, Inc., a Florida corporation, and East to West Development Corporation, a Florida not-for-profit corporation, and their successors and permitted assigns (collectively, "Developer"), and the FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, a Florida Municipal Corporation (“FPRA”). Developer and FPRA are each a “party” and together are the “parties” to this Agreement.

### **RECITALS:**

1. The FPRA is the sole owner of that certain real property more particularly described on **Exhibit A** attached hereto (“Property”) and generally known as the Oaks at Moore’s Creek – Phase II, located between Avenue B and Canal Terrace, just south of Moore’s Creek, Fort Pierce, Florida, totaling approximately 3.38 acres in St. Lucie County, Florida, upon which fifteen (15) new, single family detached residential housing units will be constructed (“Project”), for Developer’s sale to income-eligible buyers of affordable/workforce housing (“Intended Use”).

2. The FPRA published Request for Proposals #2020-031 (“RFP”) on July 16, 2020, in order to identify qualified developers to build new, single family detached residential housing units at the Project, to be sold to income-eligible buyers for affordable/workforce housing.

3. The FPRA received two (2) proposals in response to the RFP, but only one (1) was deemed responsive based on the minimum qualifications identified in the RFP document.

4. The FPRA’s evaluation committee determined that the proposal submitted by the Developer reflected its experience and ability to proceed in a manner consistent with the FPRA’s objectives for the Project and FPRA selected Developer to develop and build the Project.

5. At the FPRA Board meeting duly noticed and held on September 8, 2020, the FPRA Board authorized the negotiation of a Development Agreement for the Project that would be presented to the Board for final review and approval.

6. At the FPRA Board meeting on January 13, 2021, the Developer made a presentation to the Board outlining the Project’s financial forecast inclusive of detailed development costs and projected revenue from new home sales. Developer’s financial forecast reflects an anticipated funding deficit (based on the most recent comparable residential sales) and identified a series of strategies to be jointly pursued by Developer and FPRA in order to mitigate the funding deficit. As a result of Developer’s presentation to the Board, the Board unanimously approved a motion evidencing its full support of the Project (as presented) and directing both the Executive Director and FPRA Attorney to proceed with securing a Development Agreement with Developer for Board approval.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Developer and FPRA agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated by this reference.

Section 2. Definitions. As used in this Agreement, the following terms shall have the following meanings or refer to a particular exhibit attached to this Agreement:

“Affordable/Workforce Housing” shall mean residential housing units within the Project to be developed, constructed and sold by Developer to individuals or households earning between 80% and 120% of the area-wide median income.

“Agreement” shall mean this Development Agreement.

“Applicable Laws” shall mean any applicable federal, state or local law, statute, code, ordinance, regulation, court or administrative order, permits, and other requirements now existing or hereafter enacted, adopted, promulgated, entered, or issued by Governmental Authorities, including but not limited to the Code, the Florida Building Code, the Florida Construction Lien Law, and that govern the environment and the health, safety and welfare of the public.

“Bonds” shall have the meaning set forth in Section 7.2 below.

“Business Day” shall mean Monday through Friday, except for federal and state holidays. All other references to days in this Agreement shall mean calendar days.

“City” shall mean the City of Fort Pierce.

“Closing” shall have the meaning set forth in Section 4.6 below.

“Closing Date” shall have the meaning set forth in Section 4.6 below.

“CO” shall have the meaning set forth in Section 6.1 below.

“Code” shall mean the City’s Charter, Code of Ordinances, and Land Development Regulations now existing or hereafter enacted, adopted, promulgated, entered, or issued by the City.

“Construction Documents” shall have the meaning set forth in Section 5.4 below.

“Deed” shall have the meaning set forth in Section 4.6 below.

“Defect” and “Defects” shall have the meaning set forth in Section 4.4 below.

“Developer” shall have the meaning provided in the introductory paragraph above.

“Development Approvals” shall have the meaning set forth in Section 5.2 below.

“Development Budget” shall be attached as **Exhibit D**.

“Development Plan” shall be attached as **Exhibit C**.

“Development Schedule” shall be attached as **Exhibit F**.

“Due Diligence Period” shall have the meaning set forth in Section 4.3 below.

“Effective Date” shall have the meaning set forth in the introductory paragraph above.

“Exhibits” shall have the meaning set forth in Section 12.8 below.

“Force Majeure” shall have the meaning set forth in Section 12.16 below.

“FPRA” shall have the meaning provided in the introductory paragraph above.

“Governmental Authorities” shall mean the United States, the State of Florida, St. Lucie County, the City of Fort Pierce, or any other governmental agency or any instrumentality of any of them.

“Hazardous Materials” shall have the meaning set forth in Section 3.2 below.

“Indemnified Party” shall have the meaning set forth in Section 10.3 below.

“Indemnifying Party” shall have the meaning set forth in Section 10.3 below.

“Intended Use” shall have the meaning set forth in the recitals above.

“Limited Warranty” shall have the meaning set forth in Section 7.15 and shall be attached as **Exhibit H**.

“Major Subcontractors” shall have the meaning set forth in Section 6.3 below.

“Permitted Change” shall have the meaning set forth in Section 5.4 below.

“Permitted Exceptions” shall have the meaning set forth in Section 4.4 below.

“Plans and Specifications” shall have the meaning set forth in Section 5.4 below.

“Potential Homebuyer Plan” shall have the meaning set forth in Section 5.3 below and shall be attached as **Exhibit G**.

“Pre-Development Plan” shall have the meaning set forth in Section 5.1 below and shall be attached as **Exhibit B**.

“Project” shall have the meaning set forth in the recitals above.

“Project Declaration” shall have the meaning set forth in Section 5.2 below.

“Project Deficit” shall have the meaning set forth in Section 6.2 below.

“Project Replat” shall have the meaning set forth in Section 5.1 below.

“Property” shall have the meaning set forth in the recitals above.

“Reverter Deed” shall have the meaning set forth in Section 7.14 below.

“Reverter Parcel” shall have the meaning set forth in Section 7.14 below.

“Reverter Release” shall have the meaning set forth in Section 7.14 below.

“Right of Reverter” shall have the meaning set forth in Section 7.14 below.

“Sources of Funds” shall have the meaning set forth in Section 4.5 below and a list of these identified sources of funds shall be attached on **Exhibit E**.

“Title Commitment” shall have the meaning set forth in Section 4.4 below.

“Title Objection Date” shall have the meaning set forth in Section 4.4 below.

“Title Policy” shall have the meaning set forth in Section 4.4 below.

“Total Development Costs” shall mean the total costs, fees and expenses contained in the Development Budget, as described in Section 6.2 below, for Developer to perform the Work and complete the Project.

“Unit” shall mean a new, single-family, detached residential housing unit in the Project to be sold by Developer to an income-eligible buyer for affordable/workforce housing.

“Work” shall have the meaning set forth in Section 6.1 below.

### Section 3. Representations and Warranties.

3.1 Developer. The Developer represents and warrants to the FPRA on the Effective Date of this Agreement and on the Closing Date, as follows:

(a) That (i) it is duly organized, validly existing and in good standing under the laws of Florida; (ii) it has the full right, power and lawful authority to enter into this Agreement and to perform its obligations under this Agreement, and upon execution and delivery of this Agreement shall constitute the valid and binding agreement of the Developer, fully enforceable in all respects; and (iii) the execution and delivery of this Agreement and the performance by the Developer hereunder, shall not conflict with, or breach or result in a default under, any agreement to which it is bound.

(b) The Developer possesses and shall maintain during the term of this Agreement all licenses required by Applicable Laws to perform the Work.

(c) There are no pending or threatened litigation, or judicial, municipal or administrative proceedings, consent decrees or judgments against Developer, which would prevent, hinder or delay the Developer’s ability to perform its obligations hereunder.

3.2 FPPRA. The FPPRA represents and warrants to the Developer on the Effective Date of this Agreement and on the Closing Date, as follows:

(a) That (i) it is a dependent special district of the City of Fort Pierce, a Florida Municipal Corporation, (ii) it has the full right, power and lawful authority to enter into this Agreement and to perform its obligations under this Agreement, and upon execution and delivery of this Agreement shall constitute the valid and binding agreement of the FPPRA, fully enforceable in all respects; and (iii) the execution and delivery of this Agreement and the performance by the FPPRA hereunder, shall not conflict with, or breach or result in a default under, any agreement to which it is bound.

(b) There are no pending or threatened litigation, or judicial, municipal, or administrative proceedings, consent decrees or judgments against FPPRA, which would prevent, hinder, or delay the FPPRA's ability to perform its obligations hereunder, or would materially and adversely affect the Property or Developer's Intended Use and development of the Property, and the Property, to the best of FPPRA's knowledge, complies with all Applicable Laws.

(c) FPPRA owns the entire fee simple title to the Property; that title to the Property on the Closing Date shall be good and marketable, and free and clear of all liens and encumbrances; there are no known material and adverse physical conditions existing on the Property unless otherwise specifically identified in this Agreement; there are no rights of first offer, rights of first refusal or any options to purchase the Property, and none of the foregoing shall exist during this Agreement; and that FPPRA's conveyance of title to the Property to Developer shall not require the prior written approval of any third party.

(d) There are no condemnation or eminent domain proceedings which are pending or have been threatened that affect the Property.

(e) There are no existing leases, whether oral or written, affecting the Property and none shall be created by FPPRA during this Agreement, so that title to the Property on the Closing Date shall be delivered to Developer free of any leases, claims of occupancy, or rights of possession.

(f) There is permanent vehicular and pedestrian physical and legal ingress and egress to and from the Property on public roads.

(g) Upon the Effective Date of this Agreement, FPPRA shall not take or support any action that unreasonably restricts or delays the Project from containing fifteen (15) single family detached units of the type specified in the Development Plan. Nor shall FPPRA take or support any other action concerning the Property that: (1) amends or terminates an existing easement, dedication, restriction, or right-of-way, or (2) creates a new easement, dedication, restriction, or right-of-way, without first providing thirty (30) days written notice to Developer of its intent to do so.

(h) FPPRA has not received a written summons, citation, directive, notice, complaint or letter from any Governmental Authorities specifying an alleged violation of any Applicable Laws concerning the Property; to the best of FPPRA's knowledge, the

Property is not currently under investigation for any such violation and that the Property has not been used or is presently being used for the generation, release, treatment, discharge, emission, handling, storage, transportation or disposal of any hazardous or toxic substances, contaminants, pollutants, wastes, or materials, which is regulated by Governmental Authorities (all the foregoing constitute "Hazardous Materials"). FPRA agrees to timely disclose to Developer, in writing, any and all information which FPRA has regarding the presence and location of any Hazardous Materials and underground storage tanks concerning the Property.

#### Section 4. Property Transaction.

4.1 Property Transfer. FPRA agrees to transfer title to the Property to Developer on the Closing Date (defined below), together with all easements, rights of way, appurtenances, and other rights and benefits belonging to or in any way related to the Property, for nominal consideration, subject to the terms, covenants and conditions of this Agreement.

4.2 Due Diligence Documents. Within fifteen (15) days after the Effective Date, FPRA, at its sole expense, shall deliver to Developer a copy of all surveys, environmental site assessment audits, hydrological studies, soil boring tests, topographical studies, and other reports on the physical condition of the Property, that are in FPRA's possession or control.

4.3 Inspection Period. Developer shall have the right from the Effective Date and continuing uninterrupted, subject to Force Majeure, for the following one hundred twenty (120) days ("Due Diligence Period") to access the Property and conduct a due diligence investigation and analysis of the Property, including but not limited to obtaining current surveys, soil boring tests, hydrological and topographical studies, and environmental site assessment audits. FPRA and Developer agree that the cost of all due diligence studies shall be reimbursed to the Developer from proceeds of the funding strategy described in Section 5.1 below. If Developer determines that it is not satisfied with its due diligence investigation and analysis of the Property, in Developer's sole judgment, and Developer notifies FPRA before the expiration of the Due Diligence Period of its election to terminate this Agreement, this Agreement shall become void and of no further force or effect, and there shall be no further obligation or liability on either of the parties, except as otherwise specifically provided in this Agreement. If any inspection or test conducted by Developer disturbs the Property, Developer shall restore the Property to substantially the same condition it existed before such inspection or test was performed. FPRA acknowledges that no inquiry, examination or analysis made by Developer during the Due Diligence Period shall reduce, limit or otherwise affect the representations and warranties made by FPRA in this Agreement. Developer's total due diligence investigative costs shall be fully paid from the Sources of Funds identified on Exhibit E to this Agreement.

4.4 Title Examination. Within a reasonable amount of time but not to exceed forty- five (45) days after the Effective Date, FPRA, at its sole expense, shall deliver to Developer an ALTA form owner's title insurance commitment for the Property ("Title Commitment"), in the amount of the appraised value of the Property, together with copies of all title exceptions listed in the Title Commitment, which shall be issued after the Effective Date of this Agreement by a national title insurer's office in the county where the Property is located. Developer shall have thirty (30) days after its receipt of the Title Commitment ("Title Objection Date") to notify FPRA in writing of any objections to title (such matters being "Defects" and each being a "Defect"). Those title exceptions

shown in the Title Commitment that are not objected to by Developer shall constitute the “Permitted Exceptions” and shall appear in the Deed and the Title Policy (defined below). Developer shall have the right until the Title Objection Date, to notify FPRA in writing, of any encroachments shown on a current survey of the Property, and those encroachments shall be treated as a Defect unless there is a valid easement in effect to permit that encroachment. If, by the Title Objection Date, Developer gives written notice to FPRA of one or more Defects, FPRA shall have sixty (60) days after receiving such notice (“Title Curative Period”), in which to remove the Defects using a commercially reasonable effort and expenditures. If FPRA fails to remove the Defects within the Title Curative Period, Developer shall have the option, at its sole discretion, by giving written notice to FPRA within ten (10) days following the Title Curative Period, to reject title as it then exists and terminate this Agreement in which event there shall be no further obligation or liability on either of the parties, except as specifically provided under this Agreement, or to waive its title objections, accept title to the Property subject to the uncured Defects, and proceed to Closing. If any subsequent endorsements to the Title Commitment are issued and delivered to Developer before Closing, Developer shall have the same right to object to title and FPRA shall have the same right and time period to cure a Defect appearing in an endorsement to the Title Commitment, as specified above. At Closing, FPRA shall deliver an endorsement or “marked-up” Title Commitment to Developer deleting all Schedule B-I requirements, all standard exceptions except for real estate taxes for the current year not then due and payable, and the “gap” exception. Not later than forty-five (45) days following Closing, FPRA, at its sole expense, shall deliver an ALTA form owner’s title policy (“Title Policy”) to Developer.

4.5 Closing Conditions. Developer’s obligation to acquire the Property under this Agreement from FPRA is subject to the satisfaction of each of the following conditions (any one of which may be waived in whole or in part by Developer): (a) Developer is satisfied at the expiration of the Due Diligence Period, in its sole discretion, with the strong likelihood that Developer shall secure sufficient development and construction funding sources (“Sources of Funds”) on or before the first closing of a Unit, to fully cover the anticipated Project Deficit (defined below), and those likely Sources of Funds shall be identified on Exhibit E attached hereto; (b) Developer has in fact secured funding for the total infrastructure costs for the Project, expected to be approximately One Million Dollars (\$1,000,000), on or before the Closing Date; (c) all representations and warranties by FPRA set forth in this Agreement are true and correct, in all material respects, on the Closing Date; (d) FPRA shall have performed, observed and complied with all terms, covenants and conditions required by this Agreement to be performed on its part prior to the Closing Date; (e) there are no pending or threatened building, development, utility or other moratoria, injunction, or court order in effect, at the expiration of the Due Diligence Period or on the Closing Date, which would interfere with the immediate development, construction, use or occupancy of the Property for Developer’s Intended Use; (f) there is no material and adverse change to the physical or environmental condition of the Property from the Effective Date except to the extent caused by Developer; and (g) there shall not be any litigation or other proceedings, pending or threatened, against the Property or FPRA, that would affect the Developer’s development and Intended Use of the Property. Unless all the conditions contained in this Section 4.5 are satisfied (or waived by Developer) by the specified time period, (a) Developer or FPRA may, without any obligation, extend the Closing Date until such conditions are satisfied (not to exceed ninety [90] days), (b) Developer may terminate this Agreement, or (c) Developer may consummate the Closing in which event this Agreement shall be construed as if such conditions no longer exist.

4.6 Closing; Closing Documents. The closing of FPRA's transfer of the Property to Developer ("Closing") shall occur on or before the thirtieth (30<sup>th</sup>) Business Day following the date of expiration of the Due Diligence Period ("Closing Date") at FPRA's office. At Closing, FPRA shall deliver to Developer the following documents properly executed (and notarized, if required by applicable law): (a) special warranty deed to the Property ("Deed"), subject only to the Permitted Exceptions and FPRA's Right of Reverter (defined below); (b) no-lien, gap and exclusive possession owner's affidavit of title stating there are no leases or parties in possession; (c) non-foreign transferor certification that complies with the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended; (d) City resolution approving FPRA's Property transfer to Developer, authorizing FPRA's execution and delivery of the Deed and all other closing documents to Developer to consummate the transactions contained in this Agreement, and specifying the officials duly authorized to execute those closing documents on behalf of the FPRA have the full authority, power and right to act accordingly; (e) closing statement; and (f) such other documents as are reasonably requested by Developer or the title insurer to consummate the Closing of the Property. At Closing, Developer shall deliver to FPRA the following documents properly executed: (a) Developer resolution approving its acquisition of the Property from FPRA, authorizing Developer's execution and delivery of all closing documents to consummate the transactions contained in this Agreement, and specifying the officers duly authorized to execute those closing documents on behalf of Developer have the full authority, power and right to act accordingly; and (b) such other documents as are reasonably requested by FPRA or the title insurer to consummate the Closing of the Property. All Closing documents specified above shall follow the custom and practice for similar transactions in the county where the Property is located.

4.7 Closing Costs. The following expenses shall be paid by FPRA at Closing: (a) all documentary and transfer taxes on the Deed and the cost of recording the Deed; (b) the cost of the Title Commitment and Title Policy (excluding any title endorsements requested by Developer); (c) the cost to discharge and release any liens then encumbering the Property; and (d) the cost to cure any objections to title, as provided by this Agreement, and to prepare and record any corrective title instruments. The following expenses shall be paid by Developer at Closing: (a) all expenses relating to any construction financing that Developer may secure and (b) the costs of Developer's consultants to consummate the Closing of the Property. FPRA, at Closing, shall also pay real estate taxes on the Property for that portion of the year of Closing it owns the Property. The parties agree to readjust their proportionate share of the Property's real estate taxes for that year after their receipt of the actual tax bill.

## Section 5. Pre-Development Stage.

5.1 Pre-Development Plan and Pre-Development Budget. The FPRA disclosed and the Developer has acknowledged that the Project site is not serviced by any utility infrastructure. Consequently, the Developer has formulated a detailed budget outlining the soft costs and hard costs of constructing the infrastructure for the Project, which is attached as Exhibit B to this Agreement. The FPRA and Developer agree to work together, in good faith and in the spirit of cooperation, to formulate a strategy for funding the design, permitting and construction of the infrastructure which may include local, state and/or federal grants. This may also include funding from the City and budget allocations from the FPRA, and in conjunction with the detailed budget attached as Exhibit B, this funding strategy will constitute the "Pre-Development Plan" for the Project. Subsequent to formulating a funding strategy and securing the necessary funds, the Developer will begin design, permitting and construction of the infrastructure improvements and,

in order to complete the development of fifteen (15) single family detached residential units, the Project site must be replatted accordingly ("Project Replat"). FPRA and Developer agree that the Project Replat process shall commence in conjunction with the design, permitting and construction of infrastructure as required by the City of Fort Pierce, and subject to funding availability.

5.2 Governmental Approvals. The term "Development Approvals" as used in this Agreement, shall mean all City approvals, consents, permits, amendments, re-zonings, conditional uses or variances as well as such other official actions of the Governmental Authorities which are necessary to commence construction of the Project. Development Approvals shall further include the approval of a Project declaration of covenants, conditions and restrictions to govern the Units ("Project Declaration") that shall be prepared by Developer and approved by FPRA, and shall be recorded against the Property before the closing of the first Unit in the Project. Developer shall submit to the FPRA Staff for its review and approval, all applications and other submittals required to obtain the Development Approvals, such approval shall not be unreasonably withheld, delayed or conditioned provided applications and other submittals are consistent with the Project. Said applications and submittals shall be submitted by the Developer to the FPRA Staff in conjunction with the Plans and Specifications defined and described Section 5.4 below. Following such review and approval, the FPRA Staff agrees to execute and deliver to the Developer all applications and other submittals required to obtain the Development Approvals within ten (10) Business Days as provided in Section 5.4 below. If any documents, in which FPRA's joinder and consent is required, contain material financial obligations binding (or which may become binding) upon the FPRA, such obligations shall be included in the Pre-Development Budget or Development Budget, as applicable. If this Agreement is terminated, then upon FPRA's request, Developer shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Developer, with respect to the Development Approvals, and FPRA's foregoing obligations shall survive termination of this Agreement. Developer shall be responsible for initiating and diligently pursuing the Development Approval applications. The FPRA shall fully cooperate with the Developer in processing all necessary Development Approvals to be issued by the City and any other Governmental Authorities. The parties recognize that certain Development Approvals will require the City and/or its boards, departments or agencies, acting in their police power/quasi-judicial capacity, to consider certain governmental actions. The parties further recognize that all such considerations and actions shall be undertaken in accordance with established requirements of Applicable Laws in the exercise of the City's jurisdiction under its police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on such applications by virtue of the fact that the FPRA may have been required to join in and consent to such applications. Nothing in this Agreement shall entitle the Developer and/or the FPRA to compel the City to take any action in its police power/quasi-judicial capacity, except to timely process the applications. FPRA and Developer agree that the cost of all permit fees and impact fees payable to the City and other governmental agencies with respect to all applications for Development Approvals shall be paid for using funding identified and procured as part of the Project funding strategy. Furthermore, the FPRA agrees to always use good faith and diligent efforts to assist the Developer in expediting the review and approval process with the applicable Governmental Authorities. Nothing in this Agreement is intended to, nor shall be construed as, zoning by contract.

5.3 Potential Homebuyer Plan. The Developer agrees to prepare a Potential Homebuyer Plan to attract qualified buyers to purchase the Units to be constructed at the Project ("Potential Homebuyer Plan"). Developer commits to engaging with the FPRA and the City to determine if

their current employees may be income eligible. A homebuyer outreach program may be part of the Potential Homebuyer Plan, which may include recruitment of buyers in local law enforcement and teachers in local area schools. The Potential Homebuyer Plan shall also include engaging local banks and area lending institutions that have program requirements to provide mortgages for income eligible, first-time homebuyers. Developer shall provide the Potential Homebuyer Plan to the FPRA Staff within sixty (60) days following the Effective Date and it shall be attached as Exhibit G. Subject to the reasonable approval of the FPRA and in accordance with Applicable Laws, the Developer shall have the right to place one or more appropriate signs upon the Property indicating that the Developer is building Units for sale and to indicate there will be models and sales activity at the Project.

5.4 Plans and Specifications, Construction Documents. Before commencement of any construction of the Project, Developer shall prepare plans and specifications in accordance with the Pre-Development Plan, to be utilized for permitting and subcontractor bidding ("Plans and Specifications"). The Plans and Specifications shall also include all design documents in connection with the Work (as hereinafter defined), including, without limitation, architectural, structural, mechanical, electrical, plumbing, fire protection and any other engineering documents necessary for the permitting and construction of each Unit comprising the Project. The Plans and Specifications shall comply with all Applicable Laws including, without limitation, the Florida Building Code and all design requirements established by the Florida Accessibility Code and the Americans with Disabilities Act, as applicable. FPRA Staff shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such Plans and Specifications within ten (10) Business Days of receipt of request for same from Developer; it being understood that FPRA Staff review and approval of the Plans and Specifications as set forth herein is not a substitute for the review required by the City, but only a general review for compliance with the terms and conditions of this Agreement and, therefore, such review need not be limited to, governmental requirements; provided, however, if the FPRA fails to either approve or disapprove (either with or without conditions) the submitted Plans and Specifications within ten (10) Business Days following submittal by Developer to FPRA, the Plans and Specifications in the form submitted shall be deemed approved by FPRA. Without limiting the foregoing, the approval of the Plans and Specifications pursuant to this Agreement shall in no way constitute or be construed as the approval or issuance of a development order, it being expressly acknowledged and agreed by Developer that the Plans and Specifications will require separate submission, review, and approval pursuant to the requirements of the City's Code and/or its applicable rules and regulations. Once any Plans and Specifications receive the written approval of the FPRA or are deemed approved pursuant to this Agreement, such Plans and Specifications shall be deemed the "Construction Documents." The Construction Documents for each Unit comprising the Project or any portion thereof shall be signed and sealed by the Developer's design professional and shall consist of: (a) working drawings, (b) technical specifications, (c) schedule for accomplishing improvements, and (d) such other information as may be required by the City in accordance with its Code and as otherwise necessary to confirm compliance with this Agreement. No material changes or alterations (other than Permitted Changes) shall be made to any Construction Documents, without the prior written approval of the FPRA, whose approval shall not be unreasonably withheld, delayed, or conditioned. Developer is hereby authorized to make Permitted Changes without FPRA approval. For purposes of this Agreement, a "Permitted Change" shall mean: (i) a change which is required to be made to comply with Applicable Laws; (ii) a change which involves only substituting materials of comparable or better quality; (iii) a change required by the failure of the Construction Documents to satisfy field conditions where the change will not

have a material adverse effect on the quality, appearance or function of Project; and (iv) a change which is made to correct inconsistencies in various Construction Documents. Developer shall provide written notice to the FPRA prior to making any Permitted Changes except to the extent such Permitted Change is required in an emergency situation, in which event Developer shall provide notice to the FPRA as soon as reasonably possible thereafter. The approval or deemed approval by the FPRA of any Plans and Specifications, site plans, designs or other documents submitted to FPRA pursuant to this Agreement shall not constitute a representation or warranty that such comply with all Applicable Laws.

## Section 6. Development Stage.

6.1 Developer's Project Work. Subject to the terms and provisions of this Agreement, Developer shall be responsible for the design, engineering, permitting and construction of the Project (substantially in accordance with the Construction Documents). In connection therewith, Developer shall provide or cause to be provided and furnish or cause to be furnished, all materials, supplies, apparatus, appliances, equipment, fixtures, tools, implements and all other facilities provided for in the Construction Documents, and shall provide all labor, supervision, transportation, utilities and all other services, as and when required for or in connection with the construction, furnishing or equipping of, or for inclusion or incorporation in the Project (collectively, the "Work"). The Work shall be substantially complete upon issuance of the final certificate of occupancy ("CO") by the City for a Unit and upon satisfaction by the Developer of all applicable regulatory building requirements and Developer obligations under this Agreement. FPRA agrees to look solely to the applicable design professional, general contractor and/or subcontractor with respect to any design and/or construction defect claims provided that the warranties in the contracts with the applicable design professional, general contractor and/or subcontractor are expressly stated to be for the benefit of the FPRA or such warranties are otherwise assigned to the FPRA, provided such assignment is permitted under the underlying contracts and all conditions for such assignment have been fulfilled by the applicable parties. The FPRA and Developer shall agree, in writing, on the completion date for each Unit prior to the commencement of construction of that Unit, which completion date shall be subject to extension for Force Majeure events and other conditions beyond the reasonable control of Developer.

6.2 Development Plan and Development Budget. As presented by the Developer and discussed at the FPRA Board meeting on January 13, 2021, the Developer and FPRA acknowledge that the Total Development Costs for the Project are expected to exceed the anticipated total sales revenue generated from the sales of all Units to be constructed on the Property. The actual deficit between total sales revenue of the Units and the Total Development Costs ("Project Deficit") can only be determined when all Units in the Project are sold. The FPRA and Developer acknowledge that the Project Deficit shall be funded using proceeds from sources secured in accordance with the funding strategy. Developer shall provide the FPRA, not later than thirty (30) days following the closing of the last Unit in the Project, a summary report detailing the closing dates of the Units, the purchase price of each Unit, and other relevant Project sales information. It is the intent of the Potential Homebuyer Plan described in Section 5.3 above to prequalify a sufficient number of homebuyers to enable all homes to be constructed as soon after completion of all improvements necessary for homebuilding, however Developer may initially construct up to two (2) Units, if needed to serve as models to be marketed by the Developer to potential buyers and in order to pre-sell the remaining Units in the Project. FPRA and Developer agree that construction of models, if

any, will be paid for with proceeds from the funding strategy. A Development Plan, Development Budget and Development Schedule shall be attached as Exhibit C, Exhibit D and Exhibit F, respectively, to this Agreement. Once fifty percent (50%) of the total Units in the Project are pre-sold, Developer and FPRA agree that Developer may secure private or institutional financing to pay for the remaining development costs. Prior to commencing the Work, Developer shall submit the following documents to the designated FPRA Staff: (a) copies of all permits issued by applicable permitting agencies for each Unit being constructed in the Project either individually or collectively; (b) copies of all stamped approved plans and specifications by the respective permitting agencies for construction of each Unit in the Project, either individually or collectively; (c) copies of bid tabulation information and selection of all Major Subcontractors as described and defined in Section 6.3 below; and (d) copies of all Bonds described in Section 7.2 below. The FPRA Staff shall review the documents submitted and issue a written notice to proceed to the Developer within ten (10) days. Said written approval shall constitute a notice to proceed for commencement of construction activities.

6.3 Construction. Following approval of the Development Plan pursuant to Section 6.2 above, the Developer shall use good faith and diligent efforts to perform the Work. Developer shall competitively select the contractors providing electrical, plumbing, structural, mechanical and other construction services (collectively, the "Major Subcontractors"). Developer will reach out to local organizations to identify qualified local vendors and subcontractors such as the Chamber of Commerce, Treasure Coast Builders Association, Treasure Coast Manufacturers Association, and Economic Development Council. Developer reserves the right to select contractors based primarily on their pricing, experience, and ability to meet the Project schedule. Developer shall also use good faith and diligent efforts to include in the Subcontractor Contracts and all other direct contracts for the design, engineering, construction, administration, and inspection of the Work: (a) indemnity, release and hold harmless agreements from each design professional, consultant, contractor or subcontractor (for themselves and their agents, employees, invitees and licensees) in favor of the FPRA, (b) a requirement that the FPRA be copied on all notices of default from the Developer to the design professional, consultant, contractor or subcontractor, and vice versa, (c) the assignment to the FPRA of all warranties under the Construction Documents, to the extent assignable, in the event of an uncured default of this Agreement by Developer, and (d) the consent of the design professional, consultant, contractor or subcontractor to the assignment of the applicable contract by the Developer to the FPRA, at the FPRA's option, in the event of an uncured default by Developer, and the assumption of the applicable contract by the FPRA; provided, however, that as between the FPRA and Developer, the Developer shall remain responsible for any loss or damage relating to its uncured default, which loss or damage may be cured by making a claim on the Bonds or completion guaranty, as applicable, following written notice by FPRA to Developer and a reasonable opportunity to cure the alleged default has expired. Nothing contained herein shall, however, create any obligation on the FPRA to assume the Subcontractor Contracts or any contractor contract or consultant contract or make any payment to any contractor or consultant unless FPRA chooses to request contractor or consultant to perform pursuant to this Section 6.3 or as otherwise provided in this Agreement, and nothing contained herein shall create any contractual relationship between the FPRA and any contractor, subcontractor, consultant or subconsultant (other than the benefit in favor of the FPRA of certain provisions as set forth in the applicable contracts).

## Section 7. Performance of the Work.

7.1 In the event that the Developer discovers any Hazardous Materials on the Property other than as set forth in any environmental reports that may be furnished to Developer by FPRA, Developer shall promptly notify the FPRA of such discovery. To the extent that the Work cannot legally proceed until such Hazardous Materials have been remediated, the Developer shall not proceed with any further Work until the remediation is complete and the Developer is legally permitted to recommence the Work, which shall be evidenced by a no further action letter issued by the applicable Governmental Authorities to FPRA. The cost of remediating such Hazardous Materials shall be the FPRA's sole responsibility unless the Developer fails to comply with its obligations hereunder, in which case, Developer shall be responsible for its own acts or omissions. The FPRA, at its sole cost and expense, shall diligently proceed to take such actions as may be required by the applicable Governmental Authorities to complete such remediation and to obtain a no further action letter from the applicable Governmental Agencies.

7.2 Upon commencement of construction of the infrastructure improvements within the Project, and only for the physical improvements to be installed by Developer on the publicly dedicated lands within the Project that will be shown on the replat, and only if required by the building regulations of the applicable Governmental Authorities, Developer shall obtain and deliver to the FPRA, (i) performance bonds and labor and material payment bonds reasonably acceptable to the FPRA (collectively referred to herein as the "Bonds"), which Bonds shall be dual obligee bonds in favor of Developer and the FPRA, or (ii) a completion guaranty in form and substance reasonably acceptable to the FPRA and its legal counsel from an entity or individual reasonably acceptable to the FPRA, taking into account the combined assets of such entity and/or individual. The Bonds, if required under the preceding sentence, shall in all respects conform to the requirements of the laws of the State of Florida and shall: (a) name the Developer and FPRA as obligees; (b) be in a form and substance reasonably satisfactory to the FPRA and its legal counsel; (c) the surety(ies) providing the Bonds must be licensed and duly authorized to transact business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570); (d) the cost of the premiums for the Bonds shall be included in the Development Budget; and (e) within ten (10) Business days of their issuance, Developer shall record the Bonds in the Public Records of St. Lucie County, which may be recorded by attaching the same to the notice of commencement.

7.3 Except as may be otherwise expressly set forth in this Agreement and specifically excluding all costs and expenses incurred by the FPRA to administer this Agreement or otherwise perform its obligations hereunder, Developer shall be responsible for all costs and expenses for the design, engineering, permitting, construction, administration, and inspection of the Work including, but not limited to, the following: (a) all labor and materials for the construction of the Work; (b) all compensation for the design professionals and engineers (and any other consultants) in connection with the preparation of the site plan, Construction Documents, and other documents; (c) all permit, license, connection and impact fees, and other fees of Governmental Authorities which are legally required at any time during the Developer's performance of the Work, except as otherwise waived by this Agreement; (d) all costs associated with the installation, connection, removal, replacement, relocation and protection of all utilities and all related infrastructure including but not limited to water, sewer, stormwater drainage, telephone, cable, or electric; (e) all sales, use and other similar taxes for the Work, which are legally required at any time during the Developer's performance of the Work; and (f) all license fees that are legally required at any time

during the Developer's performance of the Work. The parties acknowledge and agree that such costs and expenses shall be included in the Pre-Development Budget and/or Development Budget. Developer shall defend all suits or claims for infringement of any intellectual property rights related to the Work to be performed by Developer hereunder and shall hold FPRA harmless from any loss, liability or expense on account thereof, including reasonable attorneys' fees (at both the trial and appellate levels) unless any claim results from an act of the FPRA or its employees or agents.

7.4 Developer agrees that the Work performed under this Agreement shall be performed in accordance with Applicable Laws.

7.5 Developer represents and warrants to the FPRA that it possesses and shall maintain during the term of this Agreement all the licenses required by Applicable Laws to perform the Work and that the direct contracts entered into by Developer shall require that: (a) its contractors, subcontractors, design professionals, engineers and consultants possess the licenses required by Applicable Laws to perform the Work, (b) the Work shall be executed in a good and workmanlike manner, free from defects, and (c) all materials shall be new (not used or reconditioned), except as otherwise expressly provided for in the Construction Documents.

7.6 Developer shall use good faith efforts to cause its contractors, consultants, and subcontractors to reasonably cooperate with the FPRA in connection with the design, engineering and construction of the Work.

7.7 Developer shall comply with Applicable Laws of Governmental Authorities having jurisdiction for safety of persons and property to protect them from damage, injury or loss, and shall erect and maintain commercially reasonable safeguards for such safety and protection, taking into consideration the effect on the Development Budget. Developer shall notify owners of adjacent property regarding the commencement of the Work if required by Applicable Laws. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the acts or omissions of Developer, any contractor, subcontractor, materialman, supplier, vendor, or any other individual or entity directly or indirectly engaged by any of them to perform or furnish any of the Work shall be remedied by Developer. Developer's duties and responsibilities for safety and the protection of the construction on the Project site shall continue until final completion of the Project.

7.8 Developer shall be responsible for coordinating any disclosure of material safety data sheets or other hazardous communication information required by Applicable Laws. In emergencies affecting the safety or protection of persons during construction at the Property, Developer, without special instruction or authorization from the FPRA, shall take reasonably appropriate action to prevent threatened damage, injury or loss. Developer shall give FPRA prompt written notice if Developer believes that any significant changes in the construction or variation from the Construction Documents have been caused thereby.

7.9 In emergencies affecting the safety or protection of persons during construction at the Property, Developer, without special instruction or authorization from the FPRA, shall take reasonably appropriate action to prevent threatened damage, injury or loss. Developer shall give FPRA prompt written notice if Developer believes that any significant changes in the construction or variation from the Construction Documents have been caused thereby.

7.10 Developer shall confine construction equipment, the storage of materials and equipment, and the operations of construction on the Property, to not unreasonably interfere with the use of easements, rights-of-way, and other third-party property.

7.11 During the performance of the Work, Developer shall keep the Property free from accumulations of waste materials, rubbish, dust and other debris resulting from the construction. Upon final completion of the Work, Developer shall remove the foregoing and all construction equipment and machinery from the Property. Developer shall leave the Property clean and ready for occupancy by the Unit buyers at the time of substantial completion of the Units except as necessary to achieve final completion.

7.12 Developer shall not allow or seek to allow Work to occur outside of the City's designated hours for construction without the prior written consent of the FPRA in each instance, which consent shall not be unreasonably withheld, delayed or conditioned.

7.13 Developer shall diligently pursue in good faith the completion of the Work, so that final completion of the Project is achieved within two hundred and seventy (270) days after the date all Development Approvals have been obtained by Developer, subject to Force Majeure events and any other permitted extensions as provided in this Agreement.

7.14 If Developer fails to commence construction of each unit within ninety (90) days of issuance of all necessary permits for each unit or fails to complete construction of each unit within one-hundred and eighty (180) days of commencement, subject to Force Majeure events and other permitted extensions as provided in this Agreement. FPRA may, in addition to those other rights and remedies that are available to FPRA under this Agreement, require that portion of the Property that has not been conveyed to Unit buyers ("Reverter Parcel") to be transferred back to FPRA ("Right of Reverter"). FPRA must first deliver written notice of breach to Developer and Developer shall have the right to cure that breach in accordance with Section 9.1(a) below, before FPRA's Right of Reverter may be exercised. If Developer fails to cure the breach in accordance with Section 9.1(a) below and FPRA exercises its Right of Reverter, then Developer, for nominal consideration, shall execute and deliver to FPRA within ten (10) Business Days thereafter: (a) a special warranty deed ("Reverter Deed") which shall transfer title to the Reverter Parcel to FPRA and (b) an affidavit stating all labor, services and materials concerning the Reverter Parcel through the date of execution of the Reverter Deed have been paid in full, at which time this Agreement shall automatically be terminated and have no further force or effect, and there shall be no further obligation or liability on either of the parties, except as otherwise specifically provided in this Agreement. If FPRA exercises its Right of Reverter, Developer shall pay the cost to record the Reverter Deed. Conversely, upon the occurrence of event (b) in Section 9.2 below, FPRA's Right of Reverter shall be totally extinguished and FPRA agrees to execute and deliver to Developer a total waiver and release of FPRA's Right of Reverter ("Reverter Release"), in recordable form and reasonably acceptable to Developer, within ten (10) Business days following the occurrence of event (b) in Section 9.2 below, and FPRA shall pay the cost to record the Reverter Release. FPRA agrees to subject and subordinate its Right of Reverter to any construction mortgage financing obtained by Developer to complete the Project.

7.15 Developer shall provide to each Unit purchaser a one (1) year limited warranty for the Unit ("Limited Warranty") starting from the date of closing of that Unit. The Limited Warranty will be attached as Exhibit H to this Agreement when the Development Plan is submitted to FPRA.

Section 8. Books and Records.

8.1 Developer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by it in conjunction with this Agreement. Developer shall comply with Florida's Public Records Law. Specifically, Developer shall:

Keep and maintain public records that ordinarily and necessarily would be required by the FPRA to perform the service.

Upon request, provide the public with access to public records on the same terms and conditions that the FPRA would provide the records and at a cost that does not exceed the cost provided in state law or otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following termination of the Agreement if Developer does not transfer the records to the FPRA.

Meet all requirements for retaining public records and transfer, at no cost, to the FPRA all public records in possession of Developer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the FPRA in a format that is compatible with the information technology system of the FPRA.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, DEVELOPER SHOULD CONTACT THE CITY'S CUSTODIAN OF RECORDS AS FOLLOWS:

CITY CLERK'S OFFICE  
100 N US 1  
FORT PIERCE, FL 34950  
772-467-3065  
[lcox@cityoffortpierce.com](mailto:lcox@cityoffortpierce.com)

8.2 Failure of Developer to comply with these requirements shall constitute a material breach of this Agreement.

Section 9. Default; Termination.

9.1 Default.

(a) If there is a material breach by the Developer under this Agreement which is not cured within thirty (30) days following Developer's receipt of written notice thereof (or such longer period of time as may be reasonably required by Developer to cure the breach if such breach is by its nature not reasonably susceptible of being cured within such thirty (30) day period provided that Developer advises FPRA in writing of such fact and commences its cure within the initial thirty [30] day period and diligently proceeds to completely cure that breach), the FPRA shall be entitled to seek any available legal and equitable remedies including, but not limited to the right to terminate this Agreement, a lawsuit for monetary damages (excluding consequential, special and punitive damages) and/or specific performance of Developer's obligations hereunder.

(b) If (i) funding obtained pursuant to the funding strategy is not paid to the Developer when due and such failure continues for ten (10) days following the FPRA's receipt of written notice thereof from Developer, or (ii) there is a material breach by the FPRA under this Agreement (other than a failure to timely make payments) which is not cured within thirty (30) days following FPRA's receipt of written notice thereof (or such longer period of time as may be reasonably required by FPRA to cure the breach if such breach is by its nature not reasonably susceptible of being cured within such thirty (30) day period provided that FPRA advises Developer in writing of such fact and commences its cure within the initial thirty [30] day period and diligently proceeds to completely cure that breach), the Developer shall be entitled to seek any available legal and equitable remedies including, but not limited to the right to terminate this Agreement, a lawsuit for monetary damages (excluding consequential, special and punitive damages) and/or specific performance of FPRA's obligations hereunder, and Developer's right to lien the Property before Closing for Developer's professional and construction services in accordance with Applicable Laws.

9.2. Termination. This Agreement shall terminate upon the occurrence of the earlier of the following events: (a) a termination under Section 9.1 above; or (b) the completion of the development and construction of the Work and the remaining obligations of the parties under this Agreement with respect to the Project pursuant to the terms and conditions of this Agreement.

9.3 Effect of Termination by FPRA. Upon termination of this Agreement as a result of Section 9.1(a) above, the Developer shall, as soon as reasonably practicable but in no event later than the forty-fifth (45th) day after notice is given by FPRA in accordance with Section 9.1 hereof: (a) deliver to the FPRA all materials, equipment, tools and supplies, keys, contracts and documents relating to the Project, and copies of such other accountings, papers, and records as the FPRA shall reasonably request pertaining to the Project; (b) assign such existing contracts relating to the development of the Project, to the extent assignable, as the FPRA shall require; (c) vacate any portion of the Project then occupied by the Developer as a consequence of FPRA's termination of this Agreement; (d) furnish all such information and cooperate in good faith in order to effectuate an orderly and systematic ending of the Developer's duties and activities hereunder; and (e) deliver to the FPRA any written reports required hereunder for any period not covered by prior reports at the time of termination. Developer shall further reproduce and retain copies of such records as it may need for record retention purposes and shall deliver the originals to the FPRA.

## Section 10. Indemnification.

10.1 Indemnification by the Developer. Developer agrees to indemnify and hold the FPRA, its board members, officials, and employees harmless to the fullest extent permitted by Applicable Laws, from and against any and all liabilities, losses, interest, damages, causes of action, costs or expenses (including without limitation, reasonable attorneys' fees, whether suit is instituted or not and if instituted, whether incurred at any trial or appellate level or post judgment), threatened or assessed against, levied upon, or collected from, the FPRA arising out of, from, or in any way resulting from the gross negligence, (unless this Agreement otherwise provides for responsibility for negligence), willful misconduct, omission, fraud, or breach of trust or other duty of the Developer, or from a failure of the Developer to perform its obligations under this Agreement. Notwithstanding the foregoing, the Developer shall not be required to indemnify the FPRA with respect to any liability, loss, damage, cause of action, cost or expense suffered as a result of the gross negligence, willful misconduct or omission of FPRA.

10.2 Notice of Indemnification. A party's duty to indemnify pursuant to the provisions of this Section 10 shall be conditioned upon the giving of written notice by such party of any suit or proceeding and upon the indemnifying party being permitted (without any obligation) to assume in conjunction with the indemnitor the defense of any such action, suit or proceeding in accordance with Section 10.4 below.

10.3 Third Party Claim Procedure. If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Agreement and indemnification in respect of such claim is sought under the provisions of this Section 10 by such party against another party to this Agreement, the party seeking indemnification hereunder (the "Indemnified Party") shall promptly [but in no event later than ten (10) Business Days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required] give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its sole election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five (5) Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld, conditioned or delayed), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior written notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its prior written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim at its own expense. Within twenty (20) Business Days after the receipt by the Indemnifying Party of written request by the Indemnified Party, the Indemnifying Party shall make financial arrangements reasonably satisfactory to the Indemnified Party, such as the posting of a bond or a letter of credit, to secure the total payment of its obligations under this Section 10 in respect of such claim. If the Indemnifying Party does not make such election, or having made such election does not proceed diligently to defend such claim, or does not make the financial arrangements described in the immediately preceding sentence, then the Indemnified Party may, upon three (3)

Business Days' written notice (or shorter notice if a pleading must be filed prior thereto) and at the sole expense of the Indemnifying Party, take over the defense and proceed to handle such claim in its exclusive discretion and the Indemnifying Party shall be bound by any defense or settlement that the Indemnified Party may make in good faith with respect to such claim. The parties agree to reasonably cooperate in defending such third-party claims and the defending party shall have reasonable access to records, information, and personnel in control of the other party which are pertinent to the defense thereof.

## Section 11. Insurance.

11.1 Developer shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to FPRA, the types and amounts conforming to the minimum requirements set forth herein. Developer shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPRA has been provided to, and approved by, FPRA. As evidence of compliance with the insurance required herein, Developer shall furnish FPRA with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of FPRA, the City and their respective officials, officers, and employees as additional insureds in the Commercial General Liability coverage.
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to FPRA.

Until such insurance is no longer required by this Agreement, Developer shall provide FPRA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

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

Workers' Compensation/Employers' Liability [coverage shall commence upon the start of the Due Diligence Period]- Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide FPRA with thirty (30) days written notice of cancellation.

The policy must be endorsed to waive the insurer's right to subrogate against FPRA and the City, and their respective officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with FPRA and the City, and their respective officials, officers and employees scheduled thereon.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	“Statutory”	
Part Two:	\$1,000,000	(Each Accident)
\$1,000,000	(Disease-Policy Limit)	
\$1,000,000	(Disease-Each Employee)	

Commercial General Liability Insurance [coverage shall commence upon the start of the Due Diligence Period]- Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide FPRA with Thirty (30) days prior written notice of cancellation.

FPRA and the City and their respective officials, officers and employees shall be included as “Additional Insureds” on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

Developer shall continue to maintain products/completed operations coverage in the amounts stated above for a period of two (2) years after the final completion of the Work for only the physical improvements that are installed by Developer on the publicly dedicated lands within the Project that are shown on the replat. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability [coverage shall commence upon the start of the Due Diligence Period]- Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must

be endorsed to provide FPRA with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

Professional Liability

Any entity (other than Developer), hired by Developer to perform professional services for the Project, including any architectural or engineering services, shall maintain professional liability as described herein. Such insurance shall be on a form acceptable to FPRA. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The policy must be endorsed to provide FPRA with Thirty (30) days prior written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000    Each Claim/Occurrence  
\$1,000,000    Annual Aggregate

Environmental Impairment Liability [coverage shall commence upon the start of construction of the infrastructure improvements within the Project]- Such insurance shall provide coverage for third party liability and clean-up costs at the proposed site resulting from pollution or other environmental impairment arising out of the activities that are contemplated by the Contract. Such insurance shall be on a form acceptable to FPRA and FPRA and the City and their respective officials, officers and employees shall be included as "Additional Insureds" on the policy. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The policy must be endorsed to provide FPRA with Thirty (30) days prior written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000    Each Claim/Occurrence  
\$1,000,000    Annual Aggregate

Builders Risk/Property Insurance [coverage shall commence upon the start of construction of the Units and shall only cover the physical improvements that are installed by Developer on the publicly dedicated lands within the Project that are shown on the replat]

Developer shall procure and maintain a Builder's Risk policy in the amount of 100% of the completed value of the project. The insurance shall be written on all risk (i.e., special form) basis. The Builder's Risk policy shall not be subject to a coinsurance clause. The maximum deductible for other than windstorm and hail shall be \$10,000. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The Named insureds shall include: Developer, FPRA, and the CITY. FPRA and the City are to be named as a loss payee.

General Conditions

The insurance provided by Developer shall apply on a primary basis to any insurance or self-insurance maintained by the City or FPRA. Any insurance, or self-insurance, maintained by the City or FPRA shall be excess of, and shall not contribute with, the insurance provided by Developer.

Except where prior written approval has been obtained hereunder, the insurance maintained by Developer shall apply on a first dollar basis without application of a deductible or self-insured retention. Developer shall pay on behalf of FPRA or the City or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against FPRA or the City or their respective officials, officers, and employees.

Each insurance policy provided by the Developer in response to these insurance requirements shall be endorsed to provide that the Insurer waives its rights against FPRA and the City and their respective officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of Developer. Any remedy provided to FPRA by the insurance provided by the Developer shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Developer) available to FPRA under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Developer shall relieve Developer from responsibility to provide insurance as required by this Agreement.

**Certificates of Insurance must be completed as follows:**

**1. Certificate Holder**

**Fort Pierce Redevelopment Agency  
c/o City of Fort Pierce  
Attention: Risk Manager  
100 N. U.S. Hwy 1  
Fort Pierce, FL 34954-1480**

**2. Additional Insured for General Liability**

**Fort Pierce Redevelopment Agency and its officials, officers, and employees  
City of Fort Pierce and its officials, officers, and employees**

11.2 Subcontractor's Insurance. The Construction Contract shall require that all Major Subcontractors directly involved in this Project maintain insurance coverage at the subcontractor's sole expense, in the following minimum amounts: (a) Worker's Compensation insurance coverage in accordance with Florida statutory requirements; (b) Employers' Liability insurance coverage with limits of \$500,000 for bodily injury per accident; (c) Commercial general liability insurance coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (d) Business Automobile Liability including hired and non-owned automobile coverage with minimum limits of \$1,000,000 combined single limit. This insurance

will be primary and noncontributory with respect to insurance outlined in Section 11.1 above. Developer shall ensure that Developer and FPRA are named as additional named insureds on each of subcontractor's insurance policies required under this Section 11.3. Developer shall require each subcontractor and its insurer to waive all rights of subrogation with respect to the FPRA and the Developer. Developer shall obtain and keep on file certificates of insurance for any subcontractor performing services at the Project.

Section 12. Miscellaneous.

12.1 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to:

- (a) If to the FPRA:

Fort Pierce Redevelopment Agency  
100 N. US Highway 1  
Fort Pierce, Florida 34950  
Attn: Linda Hudson, Chair  
Email: [lhudson@cityoffortpierce.com](mailto:lhudson@cityoffortpierce.com)

With a copy to:

City Attorney's Office  
100 N. US Highway 1  
Fort Pierce, Florida  
34950  
Attn: Peter Sweeney, City Attorney  
Email: [psweeney@cityoffortpierce.com](mailto:psweeney@cityoffortpierce.com)

- (b) If to the Developer:

Stuart & Shelby Development, Inc.  
217 NE 4th Street  
Delray Beach, Florida 33444  
Attn: Charles G. Halberg, President  
Email: [chuckh@stuartandshelby.com](mailto:chuckh@stuartandshelby.com)

AND

East to West Development Corporation  
700 U.S. Highway One, Suite C  
North Palm Beach, Florida 33408  
Attn: Daniel A. Rosemond, CEO  
Email: [daniel@etwdc.org](mailto:daniel@etwdc.org)

With a copy to Developer's legal counsel:

Michael Robert Flam P.A.  
20125 Ocean Key Drive  
Boca Raton, Florida 33498  
Attn: Michael R. Flam, President  
Email: [michael@flamlawyer.com](mailto:michael@flamlawyer.com)

Each such notice shall be deemed delivered: (a) on the date electronically mailed, (b) the next business day after deposited with an overnight courier, or (c) on the date upon which the return receipt is signed or delivery is refused, as the case may be, if by registered or certified mail. The parties may change their respective contact information at any time by providing written notice to the other party.

12.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall constitute one and the same instrument.

12.3 Assignment. The Developer may not assign or transfer this Agreement, in whole or in part, except to a Florida legal entity in which Stuart & Shelby Development, Inc. shall own or control a majority interest.

12.4 Project Representatives. The FPRA hereby appoints its Executive Director, Nicholas Mimms, to serve as its Project Representative, who shall have the right and authority to provide all consents and approvals, and take all other action, as required hereunder on behalf of the FPRA; provided, however: (a) the FPRA Executive Director shall obtain the consent of the FPRA Board to the extent required by Applicable Laws, and (b) the FPRA Executive Director may, in the FPRA Executive Director's discretion, submit any matter to the FPRA Board for their review and approval. The Developer hereby appoints Corey O'Gorman to serve as its Project Representative. The parties may change their respective designated representative at any time by providing written notice to the other party.

12.5 No Conflicts of Interest. No member, official or employee of FPRA or the City shall have any direct or indirect interest in the subject matters of this Agreement or participate in any decision which is prohibited by Applicable Laws relating to this Agreement or the Project.

12.6 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida without regard to that state's conflict of law provisions.

12.7 Captions. Captions are for convenience or reference purposes only and shall be disregarded in construing or interpreting any provisions in this Agreement.

12.8 Entire Agreement. This Agreement, together with all exhibits attached to this Agreement ("Exhibits"), collectively constitute the entire understanding between the parties regarding the subject matters of this Agreement and totally replace all prior and contemporaneous

understandings, promises, representations, warranties and inducements regarding the subject matters of this Agreement, whether oral or written, or express or implied, between the parties. In

the event of any conflict between the Exhibits and this Agreement, this Agreement shall always control. No amendment to this Agreement shall be effective unless made by a supplemental agreement in writing and executed by the parties.

12.9 No Joint Venture. Developer shall not be deemed to be a partner or a joint venturer with the FPRA.

12.10 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of this Agreement.

12.11 Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

12.12 Pronouns. Whenever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural, and pronouns stated in either the masculine, feminine or neuter gender, shall include the masculine, feminine and neuter.

12.13 Further Assurances. The parties agree to reasonably cooperate with each other and to execute and deliver such additional documents as may be reasonably necessary, to carry out the purposes and intent of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.

12.14 Equitable Remedies. In the event of a breach or threatened breach of this Agreement by a party, the non-breaching party shall have all remedies available at law and in equity including, but not limited to injunctive relief and the right of specific performance.

12.15 Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean the inability of either party to commence or complete its obligations under this Agreement by the dates required in this Agreement because of delays caused by hurricanes or other inclement weather; fires; strikes, picketing, or labor/parts shortages; federal, state, or local government emergencies, decrees or orders; Acts of God; war, acts of terrorism; or other causes beyond either party's reasonable control. It is expressly understood by the parties that the events described in the preceding sentence do not provide either party with the right to terminate this Agreement under any circumstances, unless mutually agreed, in writing, by the parties. Written notice that a party is exercising its rights under this Section 12.16 must be promptly delivered to the other party in accordance with the notice requirements of this Agreement. Events of Force Majeure shall extend the period for the performance of the obligations under this Agreement for the period equal to the period(s) of any such delay(s).

12.16 Third Party Rights. The provisions of this Agreement are for the exclusive benefit of the parties to this Agreement. No third party including without limitation, any creditor of the FPRA or the Developer, shall have any right or claim against the FPRA or the Developer by reason of this Agreement or be entitled to enforce this Agreement.

12.17 Survival. All covenants, agreements, representations and warranties made in this Agreement shall survive (continue after) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12.18 Remedies Cumulative. To the extent permitted by Applicable Laws and except for those certain rights and remedies excluded in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of those rights or remedies shall not preclude the exercise by a party, at the same time or different times, of any other rights or remedies for a default by the other party.

12.19 No Waiver. Any failure by a party to require strict performance by the other party of any term or provision of this Agreement, or to exercise any right or remedy under this Agreement, shall not waive that party's right to subsequently demand strict compliance with that particular term or provision, or to exercise that right or remedy under this Agreement.

12.20 Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the primary party who drafted this Agreement.

12.21 Consents and Approvals. In all cases where consents or approvals are required under this Agreement, such consents or approvals shall be given within the time required by this Agreement and shall not be unreasonably conditioned, delayed or withheld, unless expressly provided to the contrary. All consents or approvals shall be in writing in order to be effective.

12.22 Time. Time is of the essence in the performance of this Agreement.

12.23 Limited Liability. Notwithstanding any contrary provision in this Agreement, it is specifically understood and agreed by the parties that: (a) there shall not be any personal liability on the part of a director, officer, manager, member, shareholder, employee or agent of the FPRA or the Developer arising or resulting from this Agreement; (b) FPRA and Developer shall look solely to the assets of the other party for the satisfaction of each and every remedy in the event of a default by the other party under this Agreement; and (c) such exculpation of liability is absolute and without exception.

12.24 Jurisdiction; Venue; and Waiver of Jury Trial. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

### Section 13. E-Verify

13.1 Effective January 1, 2021, as required by section 448.095(2)(a), Florida Statutes, Developer and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The FPRA, Developer, and any

subcontractors may not enter into a contract unless each party uses the E-Verify System. Developer shall provide documentation of its compliance with this requirement upon request by the FPRA.

13.2 If Developer enters into a contract with a subcontractor, the subcontractor must provide Developer with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Developer shall maintain a copy of the affidavit during the term of this Agreement.

13.3 The FPRA will not intentionally award contracts to any Developer who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The FPRA shall consider the employment by Developer of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Developer agrees that violation by Developer shall be grounds for unilateral termination of this Agreement by the FPRA.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their duly authorized officers as of the date first above written.

DEVELOPER:

Stuart & Shelby Development, Inc., a Florida corporation

By: 

Name: Charles G. Halberg

Title: President

AND

East to West Development Corporation, a Florida not-for-profit corporation

By: 

Name: Daniel A. Rosemond

Title: Chief Executive Officer

FPRA:

Fort Pierce Redevelopment Agency,  
a dependent special district of the City of Fort Pierce, a Florida Municipal Corporation

By: Linda Hudson

Name: Linda Hudson

Title: Chair

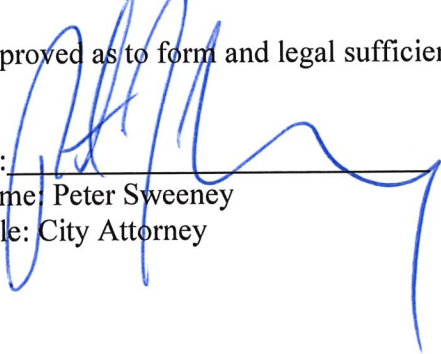
ATTEST:

By: Linda W. Cox

Name: Linda Cox

Title: City Clerk

Approved as to form and legal sufficiency:

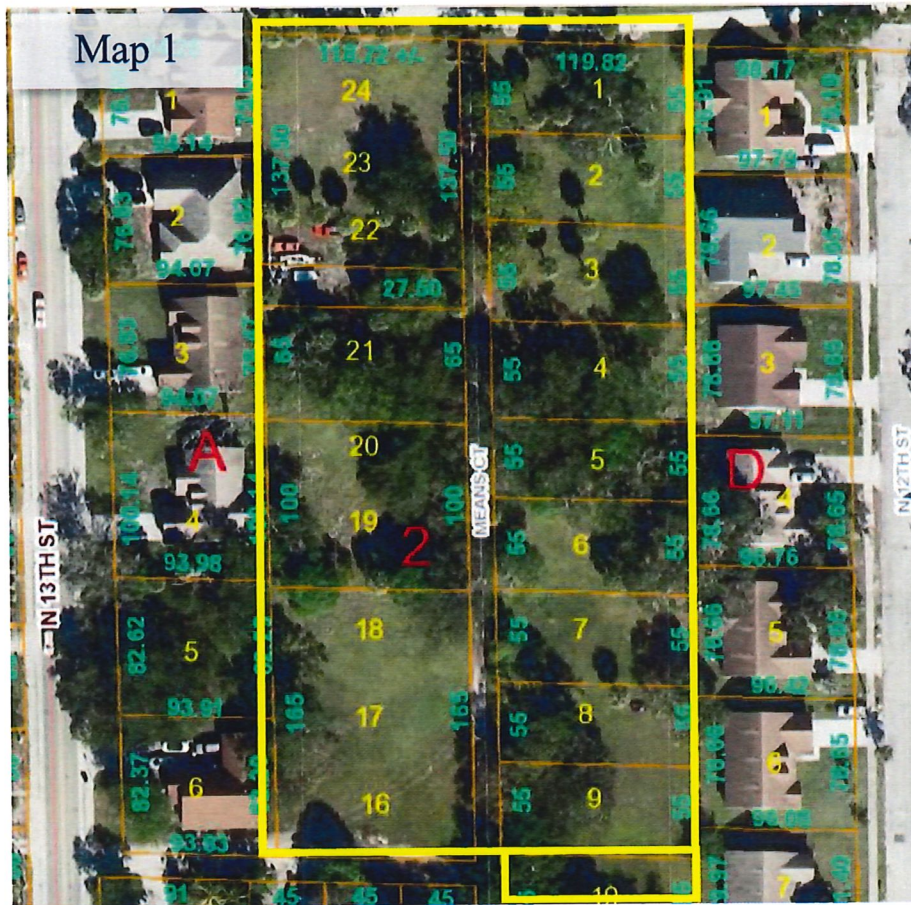
By: 

Name: Peter Sweeney

Title: City Attorney

Exhibit A  
(Property Legal Description)

**Oaks at Moore's Creek Phase II – Map 1 and Map 2 Parcels**



1. Parcel ID: 2409-517-0024-000-2  
 Address: 324 Means Court  
 Acres: 0.15  
 Legal Description: KILLER AND DEMMER'S S/D BLK 2 LOT 1-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2628-2056)
  
2. Parcel ID: 2409-517-0025-000-9  
 Address: 322 Means Court  
 Acres: 0.15  
 Legal Description: KILLER AND DEMMER'S S/D BLK 2 LOT 2-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2895-2409)

**Oaks at Moore's Creek Phase II – Map 1 Parcels**

3. Parcel ID: **2409-517-0026-000-6**  
Address: **320 Means Court**  
Acres: **0.15**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 LOT 3-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2895-2410)**
4. Parcel ID: **2409-517-0027-000-3**  
Address: **318 Means Court**  
Acres: **0.15**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 LOT 4-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 3059-2745)**
5. Parcel ID: **2409-517-0028-000-0**  
Address: **316 Means Court**  
Acres: **0.15**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 LOT 5-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2773-277)**
6. Parcel ID: **2409-517-0029-000-7**  
Address: **314 Means Court**  
Acres: **0.15**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 LOT 6-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2985-2145)**
7. Parcel ID: **2409-517-0030-000-7**  
Address: **312 Means Court**  
Acres: **0.15**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 LOT 7-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2765-2913)**
8. Parcel ID: **2409-517-0031-000-4**  
Address: **310 Means Court**  
Acres: **0.15**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 LOT 8-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2765-2908)**
9. Parcel ID: **2409-517-0032-000-1**  
Address: **308 Means Court**  
Acres: **0.15**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 LOT 9-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2765-2912)**
10. Parcel ID: **2409-517-0033-000-8**  
Address: **306 Means Court**  
Acres: **0.15**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 LOT 10-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2916-2373)**

**Oaks at Moore's Creek Phase II – Map 1 Parcels**

- 16.17.18. Parcel ID: **2409-517-0038-000-3**  
Address: **307 Means Court**  
Acres: **0.45**  
Legal Description: **KILLER'S AND DEMMER'S S/D BLK 2 LOTS 16, 17 AND 18-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2537-2395)**
- 19.20. Parcel ID: **2409-517-0041-000-7**  
Address: **313 Means Court**  
Acres: **0.27**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 LOT 19-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- AND LOT 20-LESS N 10 FT AND LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 3018-2721)**
21. Parcel ID: **2409-517-0043-000-1**  
Address: **317 Means Court**  
Acres: **0.18**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 N 10 FT OF LOT 20-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- AND LOT 21-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2553-2805)**
- Not** Parcel ID: **2409-517-0044-000-8**  
**Numbered** Address: **319 Means Court**  
Acres: **0.07**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 LOT 22-LESS N 27.5 FT AND LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2718-294)**
- 22.23.24. Parcel ID: **2409-517-0045-000-5**  
Address: **325 Means Court**  
Acres: **0.37**  
Legal Description: **KILLER AND DEMMER'S S/D BLK 2 N 27.5 FT OF LOT 22-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- AND LOTS 23 AND 24-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2585-57)**

**Oaks at Moore's Creek Phase II – Map 2 Parcels**

1. Parcel ID: **2409-518-0001-000-8**  
Address: **1206 Avenue B**  
Acres: **0.15**  
Legal Description: **GOWDY'S S/D LOT 1 (OR 3147-828)**  
Inclusive of the right-of-way for Mean Court

All real property is located in St. Lucie County, FL. Together with all right, title and interest of the record owner to any land lying under the bed of any highway, street, road or avenue, whether open or proposed, that is abutting or adjacent to the real property; all easements, rights of way, and appurtenances pertaining or benefitting the real property; riparian and littoral rights, if any; and any oil, gas, minerals, and other embellishments pertaining to the real property.

# Map 1: Parcel #1

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## Property Identification

Site Address:	324 MEANS CT
Parcel ID:	2409-517-0024-000-2
Account #:	21635
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

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

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 1-LESS THAT PART ASSD IN  
OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2628-2056)

## Current Values

Just/Market Value:	\$5,600
Assessed Value:	\$5,474
Exemptions:	\$5,474
Taxable Value:	\$0



### Property taxes are subject to change upon change of ownership.

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

## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,534

Taxes for this parcel: SLC Tax Collector's Office   
Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #2

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## Property Identification

Site Address:	322 MEANS CT
Parcel ID:	2409-517-0025-000-9
Account #:	21636
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

Fort Pierce Redevelopment Agen  
100 N US Highway 1  
Fort Pierce, FL 34950

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 2-LESS THAT PART ASSD IN  
OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2895-2409)

## Current Values

Just/Market Value:	\$7,400
Assessed Value:	\$5,474
Exemptions:	\$5,474
Taxable Value:	\$0



## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,534

### Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office   
Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #3

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## Property Identification

Site Address:	320 MEANS CT
Parcel ID:	2409-517-0026-000-6
Account #:	166708
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

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

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 3-LESS THAT PART ASSD IN  
OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2895-2410)

## Current Values

Just/Market Value:	\$5,600
Assessed Value:	\$5,152
Exemptions:	\$5,152
Taxable Value:	\$0



## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,534

### Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office   
Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #4

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## Property Identification

Site Address:	318 MEANS CT
Parcel ID:	2409-517-0027-000-3
Account #:	21637
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

Fort Pierce Redevelopment Agency  
100 N US Highway 1  
Fort Pierce, FL 34950

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 4-LESS THAT PART ASSD IN  
OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 3059-2745)

## Current Values

Just/Market Value:	\$5,600
Assessed Value:	\$5,474
Exemptions:	\$5,474
Taxable Value:	\$0



### Property taxes are subject to change upon change of ownership.

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

## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,534

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #5

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## Property Identification

Site Address:	316 MEANS CT
Parcel ID:	2409-517-0028-000-0
Account #:	21638
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

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

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 5-LESS THAT PART ASSD IN  
OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2773-277)

## Current Values

Just/Market Value:	\$7,400
Assessed Value:	\$5,474
Exemptions:	\$5,474
Taxable Value:	\$0



### Property taxes are subject to change upon change of ownership.

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

## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,534

Taxes for this parcel: SLC Tax Collector's Office   
Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #6

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## Property Identification

Site Address:	314 MEANS CT
Parcel ID:	2409-517-0029-000-7
Account #:	21639
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

Fort Pierce Redevelopment Agen  
100 N US Highway 1  
Fort Pierce, FL 34950

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 6-LESS THAT PART ASSD IN  
OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2985-2145)

## Current Values

Just/Market Value:	\$5,600
Assessed Value:	\$5,152
Exemptions:	\$5,152
Taxable Value:	\$0



### Property taxes are subject to change upon change of ownership.

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

## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,534

Taxes for this parcel: SLC Tax Collector's Office   
Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #7

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## Property Identification

Site Address:	312 MEANS CT
Parcel ID:	2409-517-0030-000-7
Account #:	21640
Map ID:	24/09N
Use Type:	0000
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

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

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 7-LESS THAT PART ASSD IN  
OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2765-2913)

## Current Values

Just/Market Value:	\$4,300
Assessed Value:	\$4,300
Exemptions:	\$4,300
Taxable Value:	\$0



### Property taxes are subject to change upon change of ownership.

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

## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,534

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #8

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## Property Identification

Site Address:	310 MEANS CT
Parcel ID:	2409-517-0031-000-4
Account #:	21641
Map ID:	24/09B
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

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

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 8-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2765-2908)

## Current Values

Just/Market Value:	\$7,400
Assessed Value:	\$5,474
Exemptions:	\$5,474
Taxable Value:	\$0



### Property taxes are subject to change upon change of ownership.

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

## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,534

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #9

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## Property Identification

Site Address:	308 MEANS CT
Parcel ID:	2409-517-0032-000-1
Account #:	21642
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

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

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 9-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2765-2912)

## Current Values

Just/Market Value:	\$7,400
Assessed Value:	\$5,474
Exemptions:	\$5,474
Taxable Value:	\$0



## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,534

### Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #10

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## Property Identification

Site Address:	306 MEANS CT
Parcel ID:	2409-517-0033-000-8
Account #:	21643
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

Fort Pierce Redevelopment Agen  
100 N US Highway 1  
Fort Pierce, FL 34950

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 10-LESS THAT PART ASSD IN  
OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2916-2373)

## Current Values

Just/Market Value:	\$5,600
Assessed Value:	\$5,152
Exemptions:	\$5,152
Taxable Value:	\$0



## Property taxes are subject to change upon change of ownership.

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

## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,534

Taxes for this parcel: SLC Tax Collector's Office   
Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #16.17.18

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## Property Identification

Site Address:	307 MEANS CT
Parcel ID:	2409-517-0038-000-3
Account #:	21646
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

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

## Legal Description

KILLER'S AND DEMMER'S S/D BLK 2 LOTS 16, 17 AND 18-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2537-2395)

## Current Values

Just/Market Value:	\$12,200
Assessed Value:	\$12,200
Exemptions:	\$12,200
Taxable Value:	\$0



### Property taxes are subject to change upon change of ownership.

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

## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.45
Land Size (SF):	19,602

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #19.20

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## Property Identification

Site Address:	313 MEANS CT
Parcel ID:	2409-517-0041-000-7
Account #:	21647
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

Fort Pierce Redevelopment Agen  
100 N US Highway 1  
Fort Pierce, FL 34950

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 19-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- AND LOT 20-LESS N 10 FT AND LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 3018-2721)

## Current Values

Just/Market Value:	\$12,700
Assessed Value:	\$11,755
Exemptions:	\$11,755
Taxable Value:	\$0



## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.27
Land Size (SF):	11,761

### Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

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# Map 1: Parcel #21

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## Property Identification

Site Address:	317 MEANS CT
Parcel ID:	2409-517-0043-000-1
Account #:	21648
Map ID:	24/09N
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

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

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 N 10 FT OF LOT 20-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- AND LOT 21-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2553-2805)

## Current Values

Just/Market Value:	\$8,200
Assessed Value:	\$6,441
Exemptions:	\$6,441
Taxable Value:	\$0



## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.18
Land Size (SF):	7,841

### Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

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# Map 1: Unnumbered Parcel between Parcel #21 and Parcel #22 .23.24

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## Property Identification

Site Address: 319 MEANS CT  
Sec/Town/Range: 09/35S/40E  
Parcel ID: 2409-517-0044-000-8  
Jurisdiction: Fort Pierce

Use Type: 8900  
Account #: 21649  
Map ID: 24/09N  
Zoning: Medium Den

## Ownership

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

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 LOT 22-LESS N 27.5 FT AND LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2718-294)

## Current Values

Just/Market Value:	\$3,300
Assessed Value:	\$2,736
Exemptions:	\$2,736
Taxable Value:	\$0



## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.07
Land Size (SF):	3,049

### Property taxes are subject to change upon change of ownership.

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

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

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

## Building Design Wind

### Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

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# Map 1: Parcel #22.23.24

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## Property Identification

Site Address:	325 MEANS CT
Parcel ID:	2409-517-0045-000-5
Account #:	21650
Map ID:	24/09B
Use Type:	8900
Zoning:	Medium Den
City/County:	Fort Pierce

## Ownership

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

## Legal Description

KILLER AND DEMMER'S S/D BLK 2 N 27.5 FT OF LOT 22-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- AND LOTS 23 AND 24-LESS THAT PART ASSD IN OAKS AT MOORE'S CREEK (PB 60-37,38)- (OR 2585-57)

## Current Values

Just/Market Value:	\$13,700
Assessed Value:	\$11,755
Exemptions:	\$11,755
Taxable Value:	\$0

### Property taxes are subject to change upon change of ownership.

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



## Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.37
Land Size (SF):	16,117

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

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## Map 2: Parcel #1

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### Property Identification

Site Address: 1206 Avenue B  
Sec/Town/Range: 09/35S/40E  
Parcel ID: 2409-518-0001-000-8  
Jurisdiction: Fort Pierce

Use Type: 8900  
Account #: 21652  
Map ID: 24/09N  
Zoning: Medium Den

### Ownership

Fort Pierce Redevelopment Agen  
100 N US Highway 1  
Fort Pierce, FL 34950

### Legal Description

GOWDY'S S/D LOT 1 (OR 3147-828)

### Current Values

Just/Market Value:	\$5,700
Assessed Value:	\$4,991
Exemptions:	\$4,991
Taxable Value:	\$0



### Property taxes are subject to change upon change of ownership.

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

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

### Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,750

### Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

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Exhibit B  
(Pre-Development Plan)

USES	Base Budget	PROJECTED EXPENDITURES		
		Phase 1		
		Quarter 1	Quarter 2	Quarter 3
<b>Land Costs</b>				
Due Diligence	Included Below	-	-	-
Acquisition Cost	-	-	-	-
Closing Costs	2,500	2,500	-	-
Contingency	-	-	-	-
<b>Subtotal Land Cost</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Design</b>				
Architectural	64,665	-	-	-
Engineering	45,000	22,500	12,500	10,000
Survey (general)	22,500	-	-	-
Survey (platting)	22,500	11,250	11,250	-
Landscape Design	30,000	-	-	-
Traffic Study	5,000	5,000	-	-
Phase 1 ESA	5,000	5,000	-	-
Env Species Study	5,000	5,000	-	-
Land Planning	10,000	5,000	5,000	-
Project Management	25,000	3,125	3,125	3,125
Contingency	20,000	2,500	2,500	2,500
<b>Subtotal Design Costs</b>	<b>\$ 254,665</b>	<b>\$ 59,375</b>	<b>\$ 34,375</b>	<b>\$ 15,625</b>
<b>Infrastructure</b>				
General Conditions	48,458	-	48,458	-
Sitework	152,141	-	-	152,141
Storm drainage	45,104	-	-	45,104
Sewer	57,459	-	-	57,459
Water	62,845	-	-	62,845
Roadway	195,309	-	-	195,309
Contingency	50,000	-	-	50,000
<b>Subtotal Infrastructure Costs</b>	<b>\$ 611,317</b>	<b>\$ -</b>	<b>\$ 48,458</b>	<b>\$ 562,859</b>
<b>Homebuilding</b>				
Ibis Model	586,520	-	-	-
King Model	657,384	-	-	-
Seabreeze Model	688,000	-	-	-
Heron Model	539,736	-	-	-
Contingency	200,000	-	-	-
<b>Subtotal Homebuilding Costs</b>	<b>\$ 2,671,640</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Development Costs</b>				
Legal	50,000	25,000	25,000	-
City Plat/Site Engineering Fees	3,770	3,770	-	-
FPUA Review and Capital Imp Charges	83,600	71,600	-	12,000
FPUA Electric Distribution	-	-	-	-
FPUA Gas Distribution	15,000	15,000	-	-
City Plan Review fees (homebuilding)	14,595	-	-	-
City Permit Fees (homebuilding)	31,350	-	-	-
City Impact Fees	32,846	-	-	-
County Impact Fees	244,755	-	-	-
Title Updates During Construction	-	-	-	-
Marketing/buyer program	212,120	4,242	8,485	8,485
GC Management Fee	529,319	-	-	-
HO Service	7,500	-	-	-
Taxes During Construction	-	-	-	-
Construction Interest	-	-	-	-
Contingency	100,000	-	50,000	50,000
<b>Subtotal Development Costs</b>	<b>\$ 1,324,854</b>	<b>\$ 119,612</b>	<b>\$ 83,485</b>	<b>\$ 70,485</b>
<b>TOTAL USES</b>	<b>\$ 4,864,977</b>	<b>\$ 181,487</b>	<b>\$ 166,318</b>	<b>\$ 648,969</b>

Notes:

1. Does not include insurance and bonding, if required
2. Due Diligence included in "Design" categories

Exhibit C  
(Development Plan)

USES	Base Budget	PROJECTED EXPENDITURES						Spent to Date	Balance to Complete
		Phase 2		Phase 2 & 3		Phase 3			
		Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8			
Land Costs	Included Below	-	-	-	-	-	-	-	
Due Diligence	-	-	-	-	-	-	-	-	
Acquisition Cost	2,500	-	-	-	-	-	2,500	-	
Closing Costs	-	-	-	-	-	-	-	-	
Contingency	-	-	-	-	-	-	-	-	
<b>Subtotal Land Cost</b>	<b>\$ 2,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,500</b>	<b>\$ -</b>	
Design									
Architectural	64,665	17,244	17,244	17,244	12,933	-	64,665	-	
Engineering	45,000	-	-	-	-	-	45,000	-	
Survey (general)	22,500	4,500	4,500	4,500	4,500	4,500	22,500	-	
Survey (platting)	22,500	-	-	-	-	-	22,500	-	
Landscape Design	30,000	7,500	7,500	7,500	7,500	-	30,000	-	
Traffic Study	5,000	-	-	-	-	-	5,000	-	
Phase 1 ESA	5,000	-	-	-	-	-	5,000	-	
Env Species Study	5,000	-	-	-	-	-	5,000	-	
Land Planning	10,000	-	-	-	-	-	10,000	-	
Project Management	25,000	3,125	3,125	3,125	3,125	3,125	25,000	-	
Contingency	20,000	2,500	2,500	2,500	2,500	2,500	20,000	-	
<b>Subtotal Design Costs</b>	<b>\$ 254,665</b>	<b>\$ 34,869</b>	<b>\$ 34,869</b>	<b>\$ 34,869</b>	<b>\$ 30,558</b>	<b>\$ 10,125</b>	<b>\$ 254,665</b>	<b>\$ -</b>	
Infrastructure									
General Conditions	48,458	-	-	-	-	-	48,458	-	
Sitework	152,141	-	-	-	-	-	152,141	-	
Storm drainage	45,104	-	-	-	-	-	45,104	-	
Sewer	57,459	-	-	-	-	-	57,459	-	
Water	62,845	-	-	-	-	-	62,845	-	
Roadway	195,309	-	-	-	-	-	195,309	-	
Contingency	50,000	-	-	-	-	-	50,000	-	
<b>Subtotal Infrastructure Costs</b>	<b>\$ 611,317</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 611,317</b>	<b>\$ -</b>	
Homebuilding									
Ibis Model	586,520	293,260	293,260	-	-	-	586,520	-	
King Model	657,384	328,692	164,346	164,346	-	-	657,384	-	
Seabreeze Model	688,000	-	172,000	344,000	172,000	-	688,000	-	
Heron Model	539,736	-	-	179,912	359,824	-	539,736	-	
Contingency	200,000	40,000	40,000	40,000	40,000	40,000	200,000	-	
<b>Subtotal Homebuilding Costs</b>	<b>\$ 2,671,640</b>	<b>\$ 661,952</b>	<b>\$ 669,606</b>	<b>\$ 728,258</b>	<b>\$ 571,824</b>	<b>\$ 40,000</b>	<b>\$ 2,671,640</b>	<b>\$ -</b>	
Development Costs									
Legal	50,000	-	-	-	-	-	50,000	-	
City Plat/Site Engineering Fees	3,770	-	-	-	-	-	3,770	-	
FPUA Review and Capital Imp Charges	83,600	-	-	-	-	-	83,600	-	
FPUA Electric Distribution	-	-	-	-	-	-	-	-	
FPUA Gas Distribution	15,000	-	-	-	-	-	15,000	-	
City Plan Review fees (homebuilding)	14,595	3,892	3,892	3,892	2,919	-	14,595	-	
City Permit Fees (homebuilding)	31,350	8,360	8,360	8,360	6,270	-	31,350	-	
City Impact Fees	32,846	8,759	8,759	8,759	6,569	-	32,846	(0)	
County Impact Fees	244,755	65,268	65,268	65,268	48,951	-	244,755	-	
Title Updates During Construction	-	-	-	-	-	-	-	-	
Marketing/buyer program	212,120	37,121	37,121	37,121	37,121	42,424	212,120	(0)	
GC Management Fee	529,319	105,864	105,864	105,864	105,864	105,864	529,319	(0)	
HO Service	7,500	1,500	1,500	1,500	1,500	1,500	7,500	-	
Taxes During Construction	-	-	-	-	-	-	-	-	
Construction Interest	-	-	-	-	-	-	-	-	
Contingency	100,000	-	-	-	-	-	100,000	-	
<b>Subtotal Development Costs</b>	<b>\$ 1,324,854</b>	<b>\$ 230,764</b>	<b>\$ 230,764</b>	<b>\$ 230,764</b>	<b>\$ 209,194</b>	<b>\$ 149,788</b>	<b>\$ 1,324,855</b>	<b>\$ (1)</b>	
<b>TOTAL USES</b>	<b>\$ 4,864,977</b>	<b>\$ 927,585</b>	<b>\$ 935,239</b>	<b>\$ 993,891</b>	<b>\$ 811,576</b>	<b>\$ 199,913</b>	<b>\$ 4,864,977</b>	<b>\$ (1)</b>	

Notes:

1. Does not include insurance and bonding, if required
2. Does not reflect construction of models, if constructed
3. Due Diligence included in "Design" categories

Exhibit D  
(Development Budget)

## Preliminary Development Budget

### USES

#### **Land Costs**

Due Diligence		Included Below	
Acquisition Cost			-
Closing Costs			2,500
Contingency			-
<b>Subtotal</b>			\$ 2,500

#### **Design**

Architectural			64,665
Engineering			45,000
Survey (general)			22,500
Survey (platting)			22,500
Landscape Design			30,000
Traffic Study			5,000
Phase 1 ESA			5,000
Env Species Study			5,000
Land Planning			10,000
Project Management			25,000
Contingency			20,000
<b>Subtotal</b>			\$ 254,665

#### **Infrastructure**

General Conditions			48,458
Sitework			152,141
Storm drainage			45,104
Sewer			57,459
Water			62,845
Roadway			195,309
Contingency			50,000
			\$ 611,317

#### **Homebuilding**

	Quantity		
Ibis Model	4		586,520
King Model	4		657,384
Seabreeze Model	4		688,000
Heron Model	3		539,736
Contingency			200,000

<b>Total Construction</b>			<b>\$ 2,671,640</b>
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#### **Development Costs**

Legal			50,000
City Plat/Site Engineering Fees			3,770
FPUA Review and Capital Imp Charges			83,600
FPUA Electric Distribution Fees			-
FPUA Gas Distribution			15,000
City Plan Review fees (homebuilding)			14,595
City Permit Fees (homebuilding)			31,350
City Impact Fees			32,846
County Impact Fees			244,755
Title Updates During Construction			-
Marketing/buyer program			212,120
GC Management Fee			529,319
Homeowner Warranty			7,500
Taxes During Construction			-
Construction Interest			-
Contingency			100,000

<b>Subtotal Development Costs</b>			<b>\$ 1,324,854</b>
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<b>Total Development Costs</b>			<b>\$ 4,864,977</b>
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1. Does not include insurance and bonding, if required
2. Due Diligence included in "Design" categories

Exhibit E  
(Sources of Funds)

Exhibit E  
Sources of Funds/Financing Plan

City of Fort Pierce- <b>SHIP Funds</b> (\$600,000) .....	construction and down payment assistance
City of Fort Pierce- <b>CDBG Funds</b> (\$200,000).....	infrastructure costs
Fort Pierce Utility Authority (\$500,000).....	infrastructure/utility connection costs
Florida Housing Finance Corporation (\$375,000) .....	pre-development costs
Private Lender (TBD) (\$2M) .....	housing construction costs

Note:

All other available sources that can be secured as part of the Project funding strategy to assist in funding the construction of this project. All amounts are approximate.

Note:

The figures listed above are purely conceptual in nature only and shall not be construed as an obligation of the Fort Pierce Redevelopment Agency of the City of Fort Pierce.

Exhibit F  
(Development Schedule)

The Oaks At Moore's Creek  
Preliminary Development Schedule - October, 2020

ID	Task Name	Duration	Start	Finish	Predecessors
1	<b>Development Agreement</b>	151 days	Tue 9/15/20	Tue 4/13/21	
2	Term Sheet Review - Review issues with Staff	87 days	Tue 9/15/20	Wed 1/13/21	
3	Presentation to PFRRA Board	0 days	Wed 1/13/21	Wed 1/13/21	2
4	Finalize Development Agreement	64 days	Thu 1/14/21	Tue 4/13/21	2
5	FRPA Board Approval	0 days	Tue 4/13/21	Tue 4/13/21	4
6	<b>Predevelopment</b>	503 days	Tue 4/13/21	Fri 3/17/23	4
7	Finance Plan - Infrastructure	120 edays	Tue 4/13/21	Wed 8/11/21	
8	Secure funding for Infrastructure	0 days	Wed 8/11/21	Wed 8/11/21	7
9	Finance Plan - Home building	120 edays	Tue 4/13/21	Wed 8/11/21	4
10	Developer Due Diligence	120 edays	Tue 4/13/21	Wed 8/11/21	
11	Formulate Homebuyer Plan	60 edays	Tue 4/13/21	Sat 6/12/21	
12	Close on property transfer	0 days	Wed 8/11/21	Wed 8/11/21	10
13	Prepare Plat and Preliminary Engineering	45 days	Thu 8/12/21	Wed 10/13/21	7
14	Agency Review of Plat / Eng	15 days	Thu 10/14/21	Wed 11/3/21	13
15	Submit Plat for City Review / Approval	90 days	Thu 11/4/21	Wed 3/9/22	14
16	Prepare Preliminary House Plans	45 days	Thu 11/4/21	Wed 1/5/22	14
17	Agency Review of House Plans	45 days	Thu 1/6/22	Wed 3/9/22	16
18	Submit House Plans for City Permitting	90 days	Thu 3/10/22	Wed 7/13/22	17
19	Homebuyer Outreach	417 days	Thu 8/12/21	Fri 3/17/23	12
20	Public Information and Outreach	417 days	Thu 8/12/21	Fri 3/17/23	12
21	<b>Development</b>	326 days	Thu 3/10/22	Thu 6/8/23	
22	Construct Infrastructure Improvements	120 days	Thu 3/10/22	Wed 8/24/22	15
23	Construct first group of 3 homes	120 days	Thu 7/14/22	Wed 12/29/22	18
24	Construct second group of 3 homes	120 days	Wed 8/3/22	Tue 1/17/23	18FS+14 days
25	Construct third group of 3 homes	120 days	Tue 8/23/22	Mon 2/6/23	18FS+28 days
26	Construct fourth group of 3 homes	120 days	Mon 9/12/22	Fri 2/24/23	18FS+42 days
27	Construct last group of 3 homes	120 days	Fri 9/30/22	Thu 3/16/23	18FS+56 days
28	Closing on first group of 3 homes	60 days	Thu 12/29/22	Wed 3/22/23	23
29	Closing on second group of 3 homes	60 days	Wed 1/18/23	Tue 4/11/23	24
30	Closing on third group of 3 homes	60 days	Tue 2/7/23	Mon 5/1/23	25
31	Closing on fourth group of 3 homes	60 days	Mon 2/27/23	Fri 5/19/23	26
32	Closing on fifth group of 3 homes	60 days	Fri 3/17/23	Thu 6/8/23	27

Exhibit G  
(Potential Homebuyer Plan)

## Exhibit G

### Potential Homebuyer Plan

The Oaks at Moore's Creek phase II represents public private partnership wherein new single family residential housing units will be built by a Developer on land owned by the Fort Pierce Redevelopment Agency. The project site is in the Lincoln Park Neighborhood of the City of Fort Pierce.

The proposed development will result in the addition of new housing stock into a neighborhood that has been devoid of such investment for several years. Additionally, the project will provide homeownership opportunities to first-time homebuyers and is intended to stimulate the local economy by virtue of the infusion of household incomes.

The success of this project will be predicated on the identification, qualification, and purchase commitment (supported by 1<sup>st</sup> mortgage loan commitments) of new homebuyers for the housing units to be developed. It is understood that the Developer will be fully responsible for the task of selling the housing units it builds. And because of the scale of the project (15 single family dwelling units will be developed), it will be critical to amass as many as five (5) times that number of potential homebuyers. To reach that number, the Developer will implement a comprehensive strategy involving the following:

#### **Outreach to employers**

Attached is a list of the major employers in St. Lucie County. The Developer will assemble a digital marketing package to be sent to Human Resources (or appropriate point of contact) with details of the project and information on how to participate. This will include directing traffic to the project website.

#### **Offering to City of Ft. Pierce employees**

Because of the public private partnership, the Developer intends to work closely with the City's executive team to make homeownership opportunities available to eligible City employees. A targeted digital marketing package will be developed and, in coordination with the City Manager, shared with employees.

#### **Partner with local Realtors & Housing Authority**

Another important component will be to engage local realtors familiar with the community where the new residential units will be built. These individuals likely have an established network of individuals looking to buy and can amplify the Developer's marketing efforts for the project. Likewise, it will be important to connect with the FPHA to engage individuals that may be in the track toward homeownership.

#### **Appeal to Veterans**

An area of sensitivity to this Developer is housing for individuals that have served this country militarily. There are 3 Veterans Affairs Departments in Fort Pierce, Florida, serving a population of 44,248 people in an area of 23 square miles. In Florida, Fort Pierce is ranked 96th of 1036 cities in Veterans Affairs Departments per capita, and 94th of 1036 cities in Veterans Affairs Departments per square mile. The Developer plans to extend interest in this project via the 3 VA Departments in the City.

**Collaborate with local lenders**

As mentioned earlier, the commitment of potential buyers will have to be supported by 1<sup>st</sup> mortgage loan commitments. The fact that the project site is in a redevelopment area translates as an opportunity for lenders to satisfy their CRA credits by offering mortgages for first-time homebuyers. The Developer will do specific outreach to local lenders, specifically to the lending officer that oversees the Community Reinvestment Act.

**Establish a project website**

Effective communication and information sharing is the linchpin that will ensure project success. To that end, the Developer will establish a project website that will contain critical project information and serve as a landing place and platform for interested buyers. This approach is intended to afford the FPRA to be privy to general consumption public information, thereby being able to address any concerns that may be raised throughout the homebuying process.

The overall rollout of these strategies will be triggered by timing of the completion of the land development tasks and securing of construction entitlements through the City's Planning & Zoning Department. The Developer anticipates commencement of this plan six (6) months prior to construction commencement.

Exhibit H  
(Limited Warranty for a Unit)

**EXHIBIT H**  
**ONE (1) YEAR LIMITED WARRANTY**

A. \_\_\_\_\_ (“Builder”), at its own cost and expense for a period of one (1) year starting from the Commencement Date (defined below) and ending one (1) year later, agrees to repair that portion of the Home reasonably determined by Builder during that one (1) year time period, to be defective in accordance with the standards of new home construction prevailing in St. Lucie County, Florida on the effective date of the New Home Purchase and Sale Agreement to which this Limited Warranty is attached (“**Agreement**”), unless expressly excluded below. (Except for the “Commencement Date” and “Customer,” all initially capitalized terms in this Limited Warranty shall have the meanings ascribed to them in the Agreement.) The “Commencement Date” of this Limited Warranty shall be the date on which Substantial Completion of Customer’s Home occurs, which shall be the date a certificate of occupancy is issued by the applicable governmental agency. The “Customer” of this Limited Warranty means the actual purchaser of the Home who is named as grantee in the special warranty deed at Closing. Customer acknowledges that this Limited Warranty is not assignable or transferable to any subsequent purchaser. Notwithstanding any contrary provision in this Limited Warranty, (a) the warranty coverage time period for the lawn and landscaping installed by Builder, shall only be ninety (90) calendar days immediately following Substantial Completion and (b) all warranty coverage time periods shall automatically end sooner if Customer no longer owns or occupies the Home. Builder shall assign and pass through to Customer the manufacturer warranties, if any, for those appliances and equipment that are included in the Agreement, but Customer acknowledges that those items are expressly excluded from this Limited Warranty and it is Customer’s sole responsibility to assert and process any warranty claims against those manufacturers.

B. Customer acknowledges that the following are expressly excluded from coverage under this Limited Warranty and that Builder shall have no responsibility or liability under any circumstances for any of them: (1) damage due to ordinary wear and tear (such as minor cracks due to drying, shrinking, curing and/or settlement of the structure affecting any building materials which may be concrete, stucco, plaster, brick, masonry, drywall or woodwork); (2) abuse, misuse, or any other damage which could have been caused by Customer (or its agents); (3) damage due to inclement weather, flooding, wind, fire, lightning, or other Force Majeure Event under the Agreement; (4) mold, mildew or other damage due to Customer’s failure to regularly perform routine cleaning and maintenance, and to operate the air conditioning system within the proper temperature range; and (5) damage to the lawn and landscaping installed by Builder due to Customer’s failure to regularly water, fertilize and perform routine maintenance. Customer also acknowledges that this Limited Warranty shall automatically become null and void for any part of the Home that Customer independently changes after it has been constructed or installed by Builder.

C. The warrantor of this Limited Warranty is the Builder named above and Customer acknowledges that all warranty services under this Limited Warranty shall only be performed by Builder (or its authorized agent). Any request for warranty service under this Limited Warranty must be sent in writing during the warranty time period set forth above, to Builder at \_\_\_\_\_, Attention: Warranty Claims Department, \_\_\_\_\_, Florida \_\_\_\_\_. Customer’s request for service must specifically state the nature of the alleged warranty claim and must further specify

reasonable times during which Customer will be available, so Builder can schedule and have performed the approved warranty service. If Customer fails to keep warranty service appointments or fails to permit Builder (or its authorized agent) to gain access to the Home to perform such warranty service on two (2) consecutive occasions, then Builder shall be relieved of any requirement to perform such warranty service unless Builder is first compensated for any cancelled appointments by Customer at such prevailing rates of best practice service providers in St. Lucie County, Florida.

D. CUSTOMER, BY SIGNING BELOW, FULLY UNDERSTANDS THAT THIS LIMITED WARRANTY IS CUSTOMER'S ONLY EXPRESS (WRITTEN ) WARRANTY FROM BUILDER FOR THE HOME AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE**, HABITABILITY, AND SUITABILITY, ARE **EXCLUDED**. ANY IMPLIED WARRANTIES ARISING UNDER APPLICABLE LAW ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. BUILDER SHALL NOT PAY OR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR BUSINESS/USE INTERRUPTION LOSS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. No implied warranty shall be modified by any course of dealing, course of performance or usage of trade. No representation, promise, affirmation or statement by any employee, officer, member, manager, or agent of Builder shall be enforceable against Builder unless it is specifically included in this Limited Warranty.

**E. Notwithstanding any contrary provision in this Limited Warranty, Builder's maximum liability under this Limited Warranty shall be Builder's replacement cost of any defective item that is expressly covered by this Limited Warranty.**

DATED: \_\_\_\_\_, 202\_\_

CUSTOMER:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

BUILDER:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FIRST AMENDMENT**  
**TO**  
**DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement (“First Amendment”) is made and entered on March 8, 2022, by and between **OMCII, LLC**, a Florida limited liability company (“**OMCII**” or “**Developer**”) and **FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of the City of Fort Pierce, a Florida Municipal Corporation (“**FPRA**”). [Developer and FPRA are each a “party” and together are the “parties” to this First Amendment. All initially capitalized terms used in this First Amendment shall have the same meanings ascribed to them in the Agreement (hereinafter defined), except for those terms in bold text below.]

**RECITALS:**

A. Stuart & Shelby Development, Inc., a Florida corporation (“S&S”), East to West Development Corporation, a Florida not-for-profit corporation (“ETWDC”), and FPRA, entered into that certain Development Agreement for Affordable/Workforce Housing, dated June 8, 2021, concerning the Project (“Agreement”).

B. S&S and ETWDC, in accordance with Section 12.3 of the Agreement, totally assigned their entire right, title and interest as the “Developer” under the Agreement to OMCII, by that certain Total Assignment of Development Agreement by Developer, dated August 31, 2021 (“**Total Assignment**”). OMCII is the sole Developer under the Agreement.

C. Based on FPRA’s good faith determination that the INFRASTRUCTURE Improvements (hereinafter defined) for the Project can be installed by the City in a more cost effective and streamlined manner than projected by Developer in Exhibit B (Pre-Development Plan), Exhibit C (Development Plan), and Exhibit D (Development Budget) to the Agreement, OMCII and FPRA for and in consideration of the mutual promises, covenants, and other good and valuable consideration set forth in this First Amendment, the receipt and sufficiency of which is acknowledged, agree to modify the Agreement as set forth below.

1. The recitals set forth above are acknowledged by the parties to be true and correct, and are an integral part of this First Amendment.

2. Section 2 of the Agreement shall be modified as follows:

“Force Majeure” shall have the meaning set forth in Section 12.15 herein.

3. Section 4.3 of the Agreement shall be modified as follows:

The Due Diligence Period shall change from one hundred twenty (120) days to two hundred seventy three (273) days following the Effective Date of the Agreement. Therefore, the Due Diligence Period shall end on March 11, 2022.

4. Section 4.5 of the Agreement shall be modified as follows:

4.1 The recordation of the Project Replat (as defined in Section 5.1 of the Agreement, as modified by this First Amendment) in the Public Records of St. Lucie County shall constitute an additional condition of Closing.

4.2 FPRA, after consulting with the City, has obtained the City's agreement to install and complete the INFRASTRUCTURE Improvements (as defined in Section 6.4 of this First Amendment), and Developer is materially relying on that representation to proceed under the Agreement, as modified herein.

4.3 The completion of the INFRASTRUCTURE Improvements shall constitute an additional condition of Closing.

5. Section 4.6 of the Agreement shall be modified as follows:

The Closing of the Property shall occur within sixty (60) days following the completion of the INFRASTRUCTURE Improvements, provided all other conditions of Closing in Section 4.5 of the Agreement, as modified by this First Amendment, have already been satisfied (or waived by Developer).

6. Section 5.1 and all of Section 7 of the Agreement shall be modified as follows:

6.1 The Project site must be replatted to allow for fifteen (15) lots for the construction of fifteen (15) new, single-family detached residential housing units (one (1) Unit per lot), subject to approval by the City pursuant to Applicable Laws ("**Project Replat**").

6.2 Developer shall be solely responsible for the Project Replat, which shall include land surveying of the Property, and its preparation, processing, approval, and recordation. Developer, with the full cooperation and support of the FPRA and the City, shall use good faith and diligent efforts to have the Project Replat recorded in the Public Records of St. Lucie County no later than September 30, 2022, subject to Force Majeure events. FPRA acknowledges and agrees that it must execute the Project Replat before Closing, as the sole record title owner of the Property, along with the City (if required by Applicable Laws to formally accept the dedication under the Project Replat), provided Developer has already approved the final version of the Project Replat in its entirety. Developer's approval of the final version of the Project Replat shall not be unreasonably conditioned, delayed or withheld.

6.3 The City, at no cost to Developer, shall be solely responsible for the design, permitting, engineering, construction, and installation of a paved road to be located within the Project. The paved road shall be dedicated to the City by the Project Replat and be maintained solely by the City upon its completion.

6.4 The City, at no cost to Developer, shall be solely responsible for the design, permitting, engineering, construction, and installation of all infrastructure improvements within the road right-of-way (which shall include the paved road referred to in the above Subsection 6.3 and adjacent areas as designated by the Project Replat) and the area dedicated for stormwater improvements. Said infrastructure improvements shall include the City's installation of electrical utilities, potable water, sanitary sewer, stormwater drainage, telecommunication, street lighting, street trees, landscaping for the on-site water retention area, a concrete pedestrian sidewalk and other improvements required by local regulations and necessary to provide for fifteen (15) buildable lots that will each contain a Unit (collectively, the "**INFRASTRUCTURE Improvements**"). All INFRASTRUCTURE Improvements shall be constructed and installed by the City in accordance with Applicable Laws. The INFRASTRUCTURE Improvements shall be accomplished with the cooperation and coordination of the parties. FPRA agrees to keep Developer fully apprised of the status of the INFRASTRUCTURE Improvements through completion.

6.5 Subject to Force Majeure events (which shall, for purposes of this Subsection 6.5, include delays in permitting or other governmental approval required by Applicable Laws when such delays are not attributable to the City), the City shall complete the INFRASTRUCTURE Improvements by December 31, 2022. Regardless of the existence of a Force Majeure event, Developer shall not seek or receive monetary

damages of any kind against the City or the FPRA in the event the City does not complete the INFRASTRUCTURE Improvements by December 31, 2022.

6.6 Developer, at its sole cost, shall be solely responsible for all homebuilding and connection to the infrastructure constructed by the City to service each of the fifteen (15) lots that will comprise the Project and be created by the Project Replat (“**Developer Improvements**”).

7. Section 12.3 of the Agreement shall be modified as follows:

The Developer may not assign or transfer this Agreement, in whole or in part, except to a Florida legal entity in which East to West Development Corporation, a Florida not-for-profit corporation (“ETWDC”) shall own or control a majority interest.

The two owners of Developer, Stuart & Shelby Development, Inc., a Florida corporation (“S&S”) and ETWDC, have changed their respective percentage ownership interests in Developer, to satisfy the requirements of the Florida Housing Finance Corporation (“FHFC”) and Applicable Laws, for ETWDC to obtain a loan for financing a part of the Project costs through the predevelopment loan program of FHFC. Therefore, ETWDC now holds at least fifty-one percent (51%) of the ownership interest in Developer; ETWDC has become the sole manager of Developer; and ETWDC now has site control over the Project by becoming the majority owner and sole manager of Developer. S&S now holds the minority percentage ownership interest in Developer.

8. Section 12.15 of the Agreement shall be modified as follows

The reference to Section 12.16 shall become Section 12.15.

9. The revised Exhibit B (Pre-Development Plan), Exhibit C (Development Plan), Exhibit D (Development Budget), and Exhibit F (Development Schedule), that are attached to the First Amendment to the Agreement, have been modified to distinguish between the INFRASTRUCTURE Improvements and the Developer Improvements, and they shall replace Exhibits B, C, D, and F to the Agreement in their entirety. The Agreement is further amended to include the attached and incorporated Exhibit I.

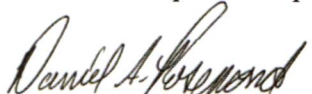
10. Except as specifically modified by this First Amendment, the Agreement remains in full force and effect. If there is any conflict between the Agreement and this First Amendment, this First Amendment shall always control. This First Amendment may be executed in one or more counterparts and collectively shall constitute one and the same document. An electronic signed copy of this First Amendment shall be treated for all purposes as an original. Each individual signing below has the authority to legally bind his/her respective party to the terms, provisions and conditions contained in this First Amendment without any further documentation or approvals.

**DEVELOPER:**

**OMCII, LLC, a Florida limited liability company**

By Its Sole Manager:

East to West Development Corporation, a Florida not-for-profit corporation


By:  \_\_\_\_\_

Name: Daniel A. Rosemond


Title: Chief Executive Officer

**FPRA:**

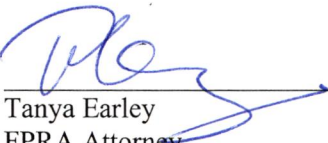
**Fort Pierce Redevelopment Agency,**  
a dependent special district of the City of Fort Pierce, a Florida Municipal Corporation

By:   
Name: Linda Hudson  
Title: Chair

ATTEST:

By:   
Name: Linda Cox  
Title: City Clerk

Approved as to form and legal sufficiency:

By:   
Name: Tanya Earley  
Title: FPRA Attorney

# Exhibit B

TO  
FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT

**Preliminary Development Budget  
The Oaks at Moore's Creek II**

USES	Base Budget	PROJECTED EXPENDITURES		
		Phase 1		
		Quarter 1	Quarter 2	Quarter 3
<b>Land Costs</b>				
Due Diligence	Included Below	-	-	-
Acquisition Cost	-	-	-	-
Closing Costs	2,500	2,500	-	-
Contingency	-	-	-	-
<b>Subtotal Land Cost</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Design</b>				
Architectural	64,665	-	-	-
Engineering	45,000	22,500	12,500	10,000
Survey (general, homebuilding)	22,500	-	-	-
Survey (engineering & re-platting)	22,500	11,800	10,700	-
Landscape Design	30,000	5,000	-	-
Traffic Study	5,000	5,000	-	-
Phase 1 ESA	5,000	5,000	-	-
Env Species Study	5,000	5,000	-	-
Land Planning	10,000	5,000	5,000	-
Project Management - Developer	25,000	3,125	3,125	3,125
Contingency - Developer	20,000	2,500	2,500	2,500
<b>Subtotal Design Costs</b>	<b>\$ 254,665</b>	<b>\$ 64,925</b>	<b>\$ 33,825</b>	<b>\$ 15,625</b>
<b>Infrastructure</b>				
General Conditions	-	-	-	-
Sitework	-	-	-	-
Storm drainage	-	-	-	-
Sewer	-	-	-	-
Water	-	-	-	-
Roadway	-	-	-	-
Contingency	-	-	-	-
<b>Subtotal Infrastructure Costs</b>	<b>\$ 722,322.69</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Homebuilding</b>				
Ibis Model	586,520	-	-	-
King Model	657,384	-	-	-
Seabreeze Model	688,000	-	-	-
Heron Model	539,736	-	-	-
Contingency	200,000	-	-	-
<b>Subtotal Homebuilding Costs</b>	<b>\$ 2,671,640</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Development Costs</b>				
Legal - Developer	50,000	25,000	25,000	-
City Plat/Site Engineering Fees - Developer	3,770	1,635	2,135	-
FPUA Review and Capital Imp Charges - Developer	83,600	71,600	-	12,000
FPUA Electric Distribution	-	-	-	-
FPUA Gas Distribution	-	-	-	-
City Plan Review fees - Developer	14,595	-	-	-
City Permit Fees - Developer	31,350	-	-	-
City Impact Fees - Developer	32,846	-	-	-
County Impact Fees - Developer	244,755	-	-	-
Title Updates During Construction	-	-	-	-
Marketing/buyer program - Developer	212,120	4,242	8,485	8,485
GC Management Fee - Developer	529,319	-	-	-
HO Service - Developer	7,500	-	-	-
Taxes During Construction	-	-	-	-
Construction Interest	-	-	-	-
Contingency	100,000	-	50,000	50,000
<b>Subtotal Development Costs</b>	<b>\$ 1,309,855</b>	<b>\$ 102,477</b>	<b>\$ 85,620</b>	<b>\$ 70,485</b>
<b>INFRASTRUCTURE COSTS</b>		<b>\$ 139,025</b>	<b>\$ 123,718</b>	<b>\$ 640,484</b>
<b>DEVELOPER IMPROVEMENTS</b>		<b>\$ 30,877</b>	<b>\$ 44,185</b>	<b>\$ 8,485</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$ 4,960,982.69</b>	<b>\$ 169,902</b>	<b>\$ 167,903</b>	<b>\$ 648,969</b>

**Notes:**

Design Cost category includes funds allocated to the Infrastructure Improvements which will reimburse the Developer for due diligence costs already incurred.

The \$15,000 amount in the FPUA Gas Distribution line item was deleted because gas is not proposed for the homes.

Impact fees are subject to any outstanding credits to the Developer for the property.

"Surveying (engineering & re-platting)" line item includes \$11,800 attributed to Infrastructure Costs and \$10,700 to Developer Improvements

"City Plat/Site Engineering Fees" line item includes \$1,635 attributed to Infrastructure Costs and \$2,135 to Developer Improvements

Developer Costs highlighted in yellow

The infrastructure will be completed by the City of Fort Pierce and governed by the plan and fund allocation approved by the City Commission on November 15, 2021 in the amount of \$722,322.69.

All of the aforementioned figures are approximate and subject to change.

# Exhibit C

TO  
FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT

**Preliminary Development Budget  
The Oaks at Moore's Creek II**

USES	Base Budget	PROJECTED EXPENDITURES						Spent to Date	Balance to Complete
		Phase 2		Phase 2 & 3		Phase 3			
		Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8			
<b>Land Costs</b>	Included Below	-	-	-	-	-	-	-	-
Due Diligence	-	-	-	-	-	-	-	-	-
Acquisition Cost	-	-	-	-	-	-	-	-	-
Closing Costs	2,500	-	-	-	-	-	2,500	-	-
Contingency	-	-	-	-	-	-	-	-	-
<b>Subtotal Land Cost</b>	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -
<b>Design</b>									
Architectural	64,665	17,244	17,244	17,244	12,933	-	64,665	-	-
Engineering	45,000	-	-	-	-	-	45,000	-	-
Survey (general, homebuilding)	22,500	4,500	4,500	4,500	4,500	4,500	22,500	-	-
Survey (engineering & re-platting)	22,500	-	-	-	-	-	22,500	-	-
Landscape Design	30,000	6,250	6,250	6,250	6,250	-	30,000	-	-
Traffic Study	5,000	-	-	-	-	-	5,000	-	-
Phase 1 ESA	5,000	-	-	-	-	-	5,000	-	-
Env Species Study	5,000	-	-	-	-	-	5,000	-	-
Land Planning	10,000	-	-	-	-	-	10,000	-	-
Project Management - Developer	25,000	3,125	3,125	3,125	3,125	3,125	25,000	-	-
Contingency - Developer	20,000	2,500	2,500	2,500	2,500	2,500	20,000	-	-
<b>Subtotal Design Costs</b>	\$ 254,665	\$ 33,619	\$ 33,619	\$ 33,619	\$ 29,308	\$ 10,125	\$ 254,665	\$ -	\$ -
<b>Infrastructure</b>									
General Conditions	-	-	-	-	-	-	-	-	-
Sitework	-	-	-	-	-	-	-	-	-
Storm drainage	-	-	-	-	-	-	-	-	-
Sewer	-	-	-	-	-	-	-	-	-
Water	-	-	-	-	-	-	-	-	-
Roadway	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-
<b>Subtotal Infrastructure Costs</b>	\$ 722,322.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 722,322.69	\$ -	\$ -
<b>Homebuilding</b>									
Ibis Model	586,520	293,260	293,260	-	-	-	586,520	-	-
King Model	657,384	328,692	164,346	164,346	-	-	657,384	-	-
Seabreeze Model	688,000	-	172,000	344,000	172,000	-	688,000	-	-
Heron Model	539,736	-	-	179,912	359,824	-	539,736	-	-
Contingency	200,000	40,000	40,000	40,000	40,000	40,000	200,000	-	-
<b>Subtotal Homebuilding Costs</b>	\$ 2,671,640	\$ 661,952	\$ 669,606	\$ 728,258	\$ 571,824	\$ 40,000	\$ 2,671,640	\$ -	\$ -
<b>Development Costs</b>									
Legal - Developer	50,000	-	-	-	-	-	50,000	-	-
City Plat/Site Engineering Fees	3,770	-	-	-	-	-	3,770	-	-
FPUA Review and Capital Imp Charges - Developer	83,600	-	-	-	-	-	83,600	-	-
FPUA Electric Distribution	-	-	-	-	-	-	-	-	-
FPUA Gas Distribution	-	-	-	-	-	-	-	-	-
City Plan Review fees - Developer	14,595	3,892	3,892	3,892	2,919	-	14,595	-	-
City Permit Fees - Developer	31,350	8,360	8,360	8,360	6,270	-	31,350	-	-
City Impact Fees - Developer	32,846	8,759	8,759	8,759	6,569	-	32,846	(0)	
County Impact Fees - Developer	244,755	65,268	65,268	65,268	48,951	-	244,755	-	-
Title Updates During Construction	-	-	-	-	-	-	-	-	-
Marketing/buyer program - Developer GC	212,120	37,121	37,121	37,121	37,121	42,424	212,120	(0)	
Management Fee - Developer	529,319	105,864	105,864	105,864	105,864	105,864	529,319	(0)	
HO Service - Developer	7,500	1,500	1,500	1,500	1,500	1,500	7,500	-	
Taxes During Construction	-	-	-	-	-	-	-	-	-
Construction Interest	-	-	-	-	-	-	-	-	-
Contingency	100,000	-	-	-	-	-	100,000	-	-
<b>Subtotal Development Costs</b>	\$ 1,309,855	\$ 230,764	\$ 230,764	\$ 230,764	\$ 209,194	\$ 149,788	\$ 1,309,855	\$ (1)	
<b>INFRASTRUCTURE COSTS</b>		\$ -	\$ -	\$ -	\$ -	\$ -			
<b>DEVELOPER IMPROVEMENTS</b>		\$ 926,335	\$ 933,989	\$ 992,641	\$ 810,326	\$ 199,913			
<b>TOTAL PROJECT COSTS</b>	\$ 4,960,982.69	\$ 926,335	\$ 933,989	\$ 992,641	\$ 810,326	\$ 199,913	\$ 4,849,977	\$ (1)	

Notes:  
 Design Cost category includes funds allocated to the Infrastructure Improvements which will reimburse the Developer for due diligence costs already incurred.  
 The \$15,000 amount in the FPUA Gas Distribution line item was deleted because gas is not proposed for the homes.  
 Impact fees are subject to any outstanding credits to the Developer for the property.  
 Does not include insurance and bonding, if required  
 Does not reflect construction of models, if constructed  
 Due Diligence included in "Design" Categories  
 The infrastructure will be completed by the City of Fort Pierce and governed by the plan and fund allocation approved by the City Commission on November 15, 2021 in the amount of \$722,322.69.  
 All of the aforementioned figures are approximate and subject to change.

# Exhibit D

TO  
FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT

**Preliminary Development Budget  
The Oaks at Moore's Creek II**

		<b>BASE BUDGET</b>	<b>INFRASTRUCTURE</b>	<b>DEVELOPER</b>
		Included Below	IMPROVEMENTS	IMPROVEMENTS
<b>Land Costs</b>				
Due Diligence		-	-	-
Acquisition Cost		-	-	-
Closing Costs		2,500	2,500	-
Contingency		-	-	-
	<b>Subtotal</b>	\$ 2,500	\$ 2,500	\$ -
<b>Design</b>				
Architectural		64,665	-	64,665
Engineering		45,000	45,000	-
Survey (general, homebuilding)		22,500	-	22,500
Survey (engineering & re-platting)		22,500	11,800	10,700
Landscape Design		30,000	5,000	-
Traffic Study		5,000	5,000	-
Phase 1 ESA		5,000	5,000	-
Env Species Study		5,000	5,000	-
Land Planning		10,000	10,000	-
Project Management		25,000	-	15,625
Contingency		20,000	-	12,500
	<b>Subtotal</b>	\$ 254,665	\$ 86,800	\$ 125,990
<b>Infrastructure</b>				
General Conditions				
Sitework				-
Storm drainage				-
Sewer				-
Water				-
Roadway				-
Contingency				-
		\$ 722,322.69	\$ 722,322.69	\$ -
<b>Homebuilding</b>	Quantity			
Ibis Model	4	586,520	-	586,520
King Model	4	657,384	-	657,384
Seabreeze Model	4	688,000	-	688,000
Heron Model	3	539,736	-	539,736
Contingency		200,000	-	200,000
		\$ 2,671,640	\$ -	\$ 2,671,640
<b>Total Construction</b>		\$ 2,671,640	\$ -	\$ 2,671,640
<b>Development Costs</b>				
Legal		50,000	-	50,000
City Replat/Site Engineering Fees		3,770	1,635	2,135
FPUA Review and Capital Imp Charges		83,600	-	83,600
FPUA Electric Distribution Fees		-	-	-
FPUA Gas Distribution		-	-	-
City Plan Review fees (homebuilding)		14,595	-	14,595
City Permit Fees (homebuilding)		31,350	-	31,350
City Impact Fees		32,846	-	32,846
County Impact Fees		244,755	-	244,755
Title Updates During Construction		-	-	-
Marketing/buyer program		212,120	-	212,120
GC Management Fee		529,319	-	529,319
Homeowner Warranty		7,500	-	7,500
Taxes During Construction		-	-	-
Construction Interest		-	-	-
Contingency		100,000	-	-
	<b>Subtotal Development Costs</b>	\$ 1,309,855	\$ 1,635	\$ 1,208,220
	<b>Total Development Costs</b>	\$ 4,960,982.69	\$ 813,257.69	\$ 4,005,850

**Notes:**

Number of units per model type may change at time of construction.

Design Cost category includes funds allocated to the Infrastructure Improvements which will reimburse the Developer for due diligence costs already incurred.

The \$15,000 amount in the FPUA Gas Distribution line item was deleted because gas is not proposed for the homes.

"Surveying (engineering & re-platting)" line item includes \$11,800 attributed to Infrastructure Costs and \$10,700 to Developer Improvements

"City Plat/Site Engineering Fees" line item includes \$1,635 attributed to Infrastructure Costs and \$2,135 to Developer Improvements Impact fees are subject to any outstanding credits to the Developer for the property.

The infrastructure will be completed by the City of Fort Pierce and governed by the plan and fund allocation approved by the City Commission on November 15, 2021 in the amount of \$722,322.69.

All of the aforementioned figures are approximate and subject to change.

# Exhibit F

TO  
FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT

**The Oaks at Moore's Creek  
Preliminary Development Schedule  
January 2022**

**Amendment to Development Agreement**

- Draft Amendment – January 5, 2022
- Review / comment on Draft Amendment – January 11 through January 20, 2022
- FPRA Board Approval – February 8, 2022

**Predevelopment**

- Financing Plan / Infrastructure – Complete
- Secure funding for infrastructure – Complete
- Financing Plan / Homebuilding – Complete
- Developer Due Diligence – Complete
- Formulate Homebuyer Plan – Complete
- Close on Property Transfer – January 2023
  - Close on the Property Transfer will follow recordation of the re-plat and completion of infrastructure improvements as appropriate
- Developer Prepare Re-plat – February 9, 2022 to April 13, 2022
- City Prepare Preliminary Engineering – February 9, 2022 to April 13, 2022
- Developer/City Review of Re-plat and Engineering – April 13 to April 27, 2022
- Submit Plat and Engineering, and City Review/Approval – April 28 to August 31, 2022
- Prepare Preliminary House Plans – April 28 to June 30, 2022
- Agency Review of House Plans – July 1 to September 1, 2022
- Submit House Plans for City Permitting – beginning September 2, 2022
- Homebuyer Outreach – ongoing beginning February 9, 2022
- Public Information and Outreach – ongoing beginning February 9, 2022

**Development**

- Construct Infrastructure Improvements – September 1 to December 31, 2022
- Construct First Group of 3 homes – January 2, 2023 to May 1, 2023
- Construct Second Group of 3 homes – January 16, 2023 to May 16, 2023
- Construct Third Group of 3 homes – January 30, 2023 to May 30, 2023
- Construct Fourth Group of 3 homes – February 13, 2023 to June 13, 2023
- Construct Fifth Group of 3 homes – February 27, 2023 to June 27, 2023
- Closing on First Group of 3 homes – May 2, 2023 to July 3, 2023
- Closing on Second Group of 3 homes – May 17, 2023 to July 17, 2023
- Closing on Third Group of 3 homes – May 31, 2023 to July 31, 2023
- Closing on Fourth Group of 3 homes – June 14, 2023 to August 14, 2023
- Closing on Fifth Group of 3 homes – June 28, 2023 to August 28, 2023

**Notes**

- All dates are approximate and subject to change

# Exhibit I

TO  
FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT

# EXHIBIT I

## TOTAL ASSIGNMENT OF DEVELOPMENT AGREEMENT BY DEVELOPER

This Total Assignment of Development Agreement by Developer (“**Total Assignment**”) is entered on August 31, 2021 (“effective date”), among **STUART & SHELBY DEVELOPMENT, INC., a Florida corporation (“S&S”)**, whose mailing and email address are 217 NE 4<sup>th</sup> Street, Delray Beach, Florida 33444 (Email: chuckh@stuartandshelby.com), and **EAST TO WEST DEVELOPMENT CORPORATION, a Florida not-for-profit corporation (“ETWDC”)**, whose mailing and email address are 700 U.S. Highway One, Suite C, North Palm Beach, Florida 33408 (Email: daniel@etwdc.org) (both corporations are collectively “**Assignor**”), and **OMCII, LLC, a Florida limited liability company (“OMCII” or “Assignee”)**, whose mailing and email address are 700 U.S. Highway One, Suite C, North Palm Beach, Florida 33408 (Email: chuckh@stuartandshelby.com and daniel@etwdc.org). [Each of the above is a “**Party**” and collectively are the “**Parties**” to this Total Assignment. All initially capitalized terms used in this Total Assignment shall have the same meanings ascribed to them in the Development Agreement (defined below).]

### RECITALS

- A. S&S and ETWDC, collectively as Developer, entered into that certain Development Agreement for Affordable/Workforce Housing, with Fort Pierce Redevelopment Agency (a dependent special district of the City of Fort Pierce, a Florida Municipal Corporation (“**FPRA**”), dated June 8, 2021, as amended (collectively “**Development Agreement**”).
- B. Section 12.3 of the Development Agreement expressly provides that Developer may assign its entire right, title and interest in the Development Agreement, so long as Developer’s assignee is a “Florida legal entity in which Stuart & Shelby Development, Inc. shall own or control a majority interest.”
- C. OMCII is a Florida limited liability company, that was formed on July 23, 2021 by the filing of its articles of organization with the Florida Department of State.
- D. OMCII is comprised of two members at this time, S&S and ETWDC, and both serve as its managers, as expressly provided in its Operating Agreement dated August 27, 2021 (“**Operating Agreement**”). S&S owns or controls a 51% majority interest in OMCII. ETWDC owns or controls a 49% minority interest in OMCII.
- E. S&S and ETWDC both wish to assign their entire right, title and interest as Developer under the Development Agreement to OMCII, and Assignor and Assignee are agreeable to such an assignment, subject to the terms and conditions of this Total Assignment.
- F. S&S and ETWDC have each approved and adopted a corporate resolution, by their respective board of directors, accepting this Total Assignment. OMCII has approved and adopted a limited liability company consent, by its managers, accepting and assuming Developer’s entire right, title and interest under the Development Agreement in accordance with this Total Assignment.

In consideration of the mutual promises and covenants set forth in this Total Assignment and other good and valuable consideration, the receipt and sufficiency of such consideration are acknowledged, the Parties agree to the following terms and conditions:

1. Assignor hereby assigns its entire right, title and interest as Developer under the Development Agreement, to Assignee, including but not limited to all privileges, benefits, duties, responsibilities, and

obligations of Developer under the Development Agreement, and Assignee hereby accepts that assignment and assumes all of the foregoing on the effective date of this Total Assignment.

2. OMCII shall totally replace S&S and ETWDC, as Developer under the Development Agreement, from and after the effective date of this Total Assignment.

3. Assignor agrees to indemnify, defend (with legal counsel selected by Assignee) and hold Assignee harmless from and against any claim, expense, lawsuit, loss, or damage of any kind resulting from Assignor's acts or omissions as Developer under the Development Agreement before the effective date. Assignee agrees to indemnify, defend (with legal counsel selected by Assignor) and hold Assignor harmless from and against any claim, expense, lawsuit, loss, or damage of any kind resulting from Assignee's acts or omissions as Developer under the Development Agreement on and after the effective date. These indemnity obligations shall both include, but are not limited to reasonable attorney and paralegal fees, and court costs, at all judicial levels.

4. This Total Assignment shall be governed under Florida law without regard to that state's conflict of law provisions. If any litigation between or among the Parties results from this Total Assignment or the Development Agreement, the Parties agree that all such legal proceedings shall only occur in state or federal court in Palm Beach County, Florida and each Party accepts that court venue and waives any objection to that court venue, and the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to recover its reasonable attorney and paralegal fees, and court costs, at all judicial levels. **Each Party waives its right to a jury trial.**

5. A waiver shall not occur if a Party does not always require the other Parties to strictly comply with the terms and conditions of this Total Assignment.

6. All notices, whether required or permitted under this Total Assignment, shall be given in writing and sent by electronic mail to the other Parties at their email addresses set forth in this Total Assignment. Notice shall be deemed delivered on the date sent by electronic mail. A Party may change its address by giving written notice to the other Parties in accordance with the notice requirements specified above.

7. Each Party agrees to cooperate in a reasonable and timely manner with the other Parties and to execute and deliver such additional documents that are legally required or reasonably necessary to carry out the purposes and intentions of this Total Assignment.

8. All terms and conditions of this Total Assignment shall be binding upon, beneficial to, and enforceable by, each Party and its legal representatives, successors and assigns.

9. If any part of this Total Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, that part shall be severed and the remainder of this Total Assignment shall remain in full force and effect to carry out the purposes and intentions of this Total Assignment.


10. The recital (or background) section of this Total Assignment is acknowledged by the Parties to be true and correct, and is an integral part of this Total Assignment. This Total Assignment contains the entire understanding between the Parties and totally replaces all prior and contemporaneous understandings, promises, representations, and warranties of any kind regarding the subject matter of this Total Assignment, whether oral or written. No rule of strict construction shall be applied against a Party or the primary drafter of this Total Assignment. This Total Assignment may only be amended by a written agreement among the Parties. This Total Assignment may be executed in one or more counterparts and collectively shall constitute one and the same agreement. An electronic signed copy of this Total Assignment shall be treated for all purposes as an original. Nothing contained in this Total Assignment is intended to confer any rights

or remedies on third parties, but any third party, including but not limited to the FPRA, may rely on the terms and conditions of this Total Assignment.

11. The individuals signing below have the authority to bind their respective legal entities to the terms and conditions contained in this Total Assignment without any further documentation or approvals.

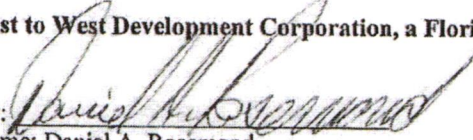
**ASSIGNOR:**

**Stuart & Shelby Development, Inc., a Florida corporation**

By:   
Name: Charles G. Halberg  
Title: President

**AND**

**East to West Development Corporation, a Florida not-for-profit corporation**

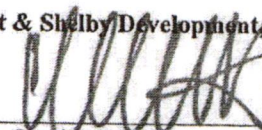
By:   
Name: Daniel A. Rosemond  
Title: Chief Executive Officer

**ASSIGNEE:**

**OMCH, LLC, a Florida limited liability company**

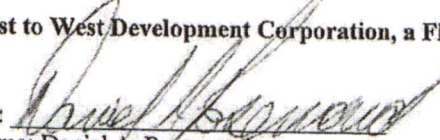
By Its Managers:

**Stuart & Shelby Development, Inc., a Florida corporation**

By:   
Name: Charles G. Halberg  
Title: President

**AND**

**East to West Development Corporation, a Florida not-for-profit corporation**

By:   
Name: Daniel A. Rosemond  
Title: Chief Executive Officer

# EXHIBIT F: Assignment from East and West Development Corp to OMCII

## TOTAL ASSIGNMENT OF DEVELOPMENT AGREEMENT BY DEVELOPER

This Total Assignment of Development Agreement by Developer (“**Total Assignment**”) is entered on August 31, 2021 (“effective date”), among **STUART & SHELBY DEVELOPMENT, INC., a Florida corporation (“S&S”)**, whose mailing and email address are 217 NE 4<sup>th</sup> Street, Delray Beach, Florida 33444 (Email: chuckh@stuartandshelby.com), and **EAST TO WEST DEVELOPMENT CORPORATION, a Florida not-for-profit corporation (“ETWDC”)**, whose mailing and email address are 700 U.S. Highway One, Suite C, North Palm Beach, Florida 33408 (Email: daniel@etwdc.org) (both corporations are collectively “**Assignor**”), and **OMCII, LLC, a Florida limited liability company (“OMCII” or “Assignee”)**, whose mailing and email address are 700 U.S. Highway One, Suite C, North Palm Beach, Florida 33408 (Email: chuckh@stuartandshelby.com and daniel@etwdc.org). [Each of the above is a “**Party**” and collectively are the “**Parties**” to this Total Assignment. All initially capitalized terms used in this Total Assignment shall have the same meanings ascribed to them in the Development Agreement (defined below).]

### RECITALS

- A. S&S and ETWDC, collectively as Developer, entered into that certain Development Agreement for Affordable/Workforce Housing, with Fort Pierce Redevelopment Agency (a dependent special district of the City of Fort Pierce, a Florida Municipal Corporation (“**FPRA**”), dated June 8, 2021, as amended (collectively “**Development Agreement**”).
- B. Section 12.3 of the Development Agreement expressly provides that Developer may assign its entire right, title and interest in the Development Agreement, so long as Developer’s assignee is a “Florida legal entity in which Stuart & Shelby Development, Inc. shall own or control a majority interest.”
- C. OMCII is a Florida limited liability company, that was formed on July 23, 2021 by the filing of its articles of organization with the Florida Department of State.
- D. OMCII is comprised of two members at this time, S&S and ETWDC, and both serve as its managers, as expressly provided in its Operating Agreement dated August 27, 2021 (“**Operating Agreement**”). S&S owns or controls a 51% majority interest in OMCII. ETWDC owns or controls a 49% minority interest in OMCII.
- E. S&S and ETWDC both wish to assign their entire right, title and interest as Developer under the Development Agreement to OMCII, and Assignor and Assignee are agreeable to such an assignment, subject to the terms and conditions of this Total Assignment.
- F. S&S and ETWDC have each approved and adopted a corporate resolution, by their respective board of directors, accepting this Total Assignment. OMCII has approved and adopted a limited liability company consent, by its managers, accepting and assuming Developer’s entire right, title and interest under the Development Agreement in accordance with this Total Assignment.

In consideration of the mutual promises and covenants set forth in this Total Assignment and other good and valuable consideration, the receipt and sufficiency of such consideration are acknowledged, the Parties agree to the following terms and conditions:

- 1. Assignor hereby assigns its entire right, title and interest as Developer under the Development Agreement, to Assignee, including but not limited to all privileges, benefits, duties, responsibilities, and

obligations of Developer under the Development Agreement, and Assignee hereby accepts that assignment and assumes all of the foregoing on the effective date of this Total Assignment.

2. OMCI shall totally replace S&S and ETWDC, as Developer under the Development Agreement, from and after the effective date of this Total Assignment.

3. Assignor agrees to indemnify, defend (with legal counsel selected by Assignee) and hold Assignee harmless from and against any claim, expense, lawsuit, loss, or damage of any kind resulting from Assignor's acts or omissions as Developer under the Development Agreement before the effective date. Assignee agrees to indemnify, defend (with legal counsel selected by Assignor) and hold Assignor harmless from and against any claim, expense, lawsuit, loss, or damage of any kind resulting from Assignee's acts or omissions as Developer under the Development Agreement on and after the effective date. These indemnity obligations shall both include, but are not limited to reasonable attorney and paralegal fees, and court costs, at all judicial levels.

4. This Total Assignment shall be governed under Florida law without regard to that state's conflict of law provisions. If any litigation between or among the Parties results from this Total Assignment or the Development Agreement, the Parties agree that all such legal proceedings shall only occur in state or federal court in Palm Beach County, Florida and each Party accepts that court venue and waives any objection to that court venue, and the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to recover its reasonable attorney and paralegal fees, and court costs, at all judicial levels. **Each Party waives its right to a jury trial.**

5. A waiver shall not occur if a Party does not always require the other Parties to strictly comply with the terms and conditions of this Total Assignment.

6. All notices, whether required or permitted under this Total Assignment, shall be given in writing and sent by electronic mail to the other Parties at their email addresses set forth in this Total Assignment. Notice shall be deemed delivered on the date sent by electronic mail. A Party may change its address by giving written notice to the other Parties in accordance with the notice requirements specified above.

7. Each Party agrees to cooperate in a reasonable and timely manner with the other Parties and to execute and deliver such additional documents that are legally required or reasonably necessary to carry out the purposes and intentions of this Total Assignment.

8. All terms and conditions of this Total Assignment shall be binding upon, beneficial to, and enforceable by, each Party and its legal representatives, successors and assigns.

9. If any part of this Total Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, that part shall be severed and the remainder of this Total Assignment shall remain in full force and effect to carry out the purposes and intentions of this Total Assignment.


10. The recital (or background) section of this Total Assignment is acknowledged by the Parties to be true and correct, and is an integral part of this Total Assignment. This Total Assignment contains the entire understanding between the Parties and totally replaces all prior and contemporaneous understandings, promises, representations, and warranties of any kind regarding the subject matter of this Total Assignment, whether oral or written. No rule of strict construction shall be applied against a Party or the primary drafter of this Total Assignment. This Total Assignment may only be amended by a written agreement among the Parties. This Total Assignment may be executed in one or more counterparts and collectively shall constitute one and the same agreement. An electronic signed copy of this Total Assignment shall be treated for all purposes as an original. Nothing contained in this Total Assignment is intended to confer any rights

or remedies on third parties, but any third party, including but not limited to the FPRA, may rely on the terms and conditions of this Total Assignment.

11. The individuals signing below have the authority to bind their respective legal entities to the terms and conditions contained in this Total Assignment without any further documentation or approvals.

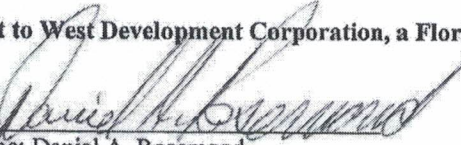
**ASSIGNOR:**

**Stuart & Shelby Development, Inc., a Florida corporation**

By:   
Name: Charles G. Halberg  
Title: President

**AND**

**East to West Development Corporation, a Florida not-for-profit corporation**

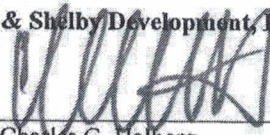
By:   
Name: Daniel A. Rosemond  
Title: Chief Executive Officer

**ASSIGNEE:**

**OMCII, LLC, a Florida limited liability company**


By Its Managers:

**Stuart & Shelby Development, Inc., a Florida corporation**

By:   
Name: Charles G. Halberg  
Title: President

**AND**

**East to West Development Corporation, a Florida not-for-profit corporation**

By:   
Name: Daniel A. Rosemond  
Title: Chief Executive Officer

**FPRA Regular Meeting**

**8. b.**

**Meeting Date:** November 14, 2023

**Re:** 424 & 426 Douglas Court - Surplus Property Development Agreement

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

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**SUBJECT:**

FPRA Resolution 23-06 authorizing the execution of the sale and development agreement for 424 & 426 Douglas Court.

**SUMMARY:**

The Fort Pierce Redevelopment Agency (FPRA) is the owner of real property located at 424 & 426 Douglas Court, identified by Parcel IDs: 2409-501-0199-000-0 & 2409-501-0200-000-1, with a legal description of: LINCOLN PARK NO 2 BLK 7 LOT 7 (OR 2760-656, 660) & LINCOLN PARK NO 2 BLK 7 LOT 8 (OR 2730-2508). The property was declared surplus by the FPRA on April 18, 2016. FPRA Board awarded the property April 11, 2023, to Eastern Capital Investments, LLC for the development a 3 bedroom 2 bath home on each lot. The purchase price for both parcels is \$10,000.

**RECOMMENDATION:**

Staff recommends approval to execute the Surplus Property Development Agreement for 424 & 426 Douglas Court

**ALTERNATIVES:**

Staff shall proceed as directed by the FPRA Board.

**RESPONSIBLE STAFF:**

Miriam Garcia, Redevelopment Specialist  
Shyanne Harnage, Economic Development Manager

**COORDINATED WITH:**

Sara Hedges, City Attorney

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2023  
**Account:** N/A  
**Amount:** 10,000

**OTHER INFORMATION:**

Purchase price \$10,000

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**Attachments**

Resolution 23-06

RLS Memo

424 Douglas Court Sale Agreement

426 Douglas Court Sale Agreement

426 Sale Agreement Signed

424 Douglas Sale Agreement Signed

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## FPRA RESOLUTION NO. 23-06

**A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 424 DOUGLAS COURT AND 426 DOUGLAS COURT, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE FORT PIERCE REDEVELOPMENT AGENCY TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida (“FPRA”) is the fee simple titleholder of real properties which it acquired for community redevelopment commonly known as 424 Douglas Court, Fort Pierce, FL 34950 and 426 Douglas Court, Fort Pierce, Florida, 34950 (the “Real Property”); and

**WHEREAS**, Section 163.380, Florida Statutes, authorizes FPRA to sell, lease, dispose of, or otherwise transfer real property or any interest therein acquired by it for community redevelopment in a community redevelopment area to any private person as it deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the provisions of said statute, after the approval of the community redevelopment plan by the governing body and in accordance with the procedures set forth in such statute; and

**WHEREAS**, at a meeting of FPRA held on April 18, 2016, FPRA approved the CRA Advisory Committee’s recommendation and declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public; and

**WHEREAS**, on January 30, 2023, and February 6, 2023, FPRA caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers, or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 3:00 p.m. on February 22, 2023, and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the “Bid Package”); and

**WHEREAS**, on February 22, 2023, the bid period closed, and all bids received by FPRA were thereafter reviewed; and

**WHEREAS**, on April 11, 2023, Bid No. 2023-016, submitted by Eastern Capital Investments, LLC, whose address is 16877 E. Colonial Drive #212 Orlando, FL 32820 (the “Successful Bidder”) in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) (which the Parties agree is \$5,000.00 per property) (“Transfer Consideration”) was determined by the FPRA to be the highest bid for the Real Property and authorized staff to begin negotiations; and

**WHEREAS**, the best interests of the public will be served by: (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the “Closing”), including execution

and delivery of a quitclaim deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to FPRA in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement, and (iii) authorizing the FPRA Chairperson, FPRA Director, officers, attorneys, and other agents of FPRA to do all things necessary to carry out the transactions contemplated by this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida:

**SECTION 1.** The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

**SECTION 2.** The transfer of the Real Property to the Successful Bidder shall be conditioned upon the execution of the Surplus Property Sale Agreement for each property comprising the Real Property, attached hereto as Exhibit "A" and Exhibit "B" and incorporated by reference.

**SECTION 3.** The transfer of the Real Property to the Successful Bidder, including execution and delivery of quitclaim deeds conveying each property of the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to each property of the Real Property shall revert to FPRA in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement. The receipt of the Transfer Consideration by authorized officers and agents of the Board at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies, if any, without further action by FPRA.

**SECTION 4.** The FPRA Chairperson, the FPRA Director, or any one of them are hereby authorized execute each quitclaim deed conveying the FPRA's interest in the Real Property to the Successful Bidder.

**SECTION 5.** Members of the FPRA, the FPRA Director, officers, attorneys, and other agents of FPRA are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of FPRA is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extend of this Resolution.

**SECTION 6.** The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**SECTION 7.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**SECTION 8.** This Resolution shall become effective upon adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this 14<sup>th</sup> day of November 2023.

---

LINDA HUDSON, Chair  
Fort Pierce Redevelopment Agency

**ATTEST**

---

LINDA W. COX  
Agency Secretary

**APPROVED AS TO FORM  
AND CORRECTNESS:**

---

SARA HEDGES  
Agency Attorney



TO: MIRIAM GARCIA, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: 424 & 426 DOUGLAS COURT SURPLUS PROPERTY SALE AGREEMENT AND RESOLUTION  
REVIEW

CAO RLS FILE: 23-292

DATE: NOVEMBER 6, 2023

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I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Resolution and the Sale Agreement for each property. Each is uploaded in a Track Changes and Clean Copy version to Agenda Quick for your review. The Clean Copy versions of each are approved as to form and correctness.

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

Thank you.  
SH/mm

cc: Nicholas Mimms, City Manager  
Linda Cox, City Clerk

**SURPLUS PROPERTY  
SALE AGREEMENT**

**THIS SURPLUS PROPERTY SALE AGREEMENT** ("Agreement") is made and entered into this 14<sup>th</sup> day of November 2023 by and between the FORT PIERCE REDEVELOPMENT AGENCY ("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 Pierce, Florida 34950 ("City") and **EASTERN CAPITAL INVESTMENTS, LLC**, whose address is 16877 E. Colonial Drive #212 Orlando, FL 32820 ("Grantee") (collectively, "Parties").

**WITNESSETH:**

**WHEREAS**, the FPRA owns the real property ("Real Property") described as 424 Douglas Court Fort Pierce, FL 34950, in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2409-501-0199-000-0; and

**WHEREAS**, on November 14, 2023, the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of \$5,000.00 (the "Purchase Price") was authorized via Resolution No.23-06, 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 FPRA.
3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 3-bedroom 2 bath home on the Real Property pursuant to and in conformity with their submitted Bid No. 2023-016 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 90 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

**B. COMMENCEMENT OF CONSTRUCTION**

Grantee shall commence construction within 60 calendar days of receiving the required approvals and building permits.

**C. CERTIFICATE OF OCCUPANCY**

Grantee shall obtain a Certificate of Occupancy within one (1) year 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 Grantor, its successors, and its 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 FPRA, 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, 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:  
Eastern Capital Investments, LLC  
16877 E. Colonial Drive #212  
Orlando, FL 32820

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 FPRA'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 FPRA 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.  
City Attorney

**EXHIBIT "A"**

**BID DOCUMENT NO. 2023-016**

**424 DOUGLAS COURT**

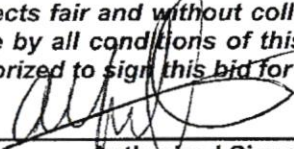
**DELIVER TO:**  
 City of Fort Pierce, Purchasing Division  
 Room 101  
 100 North U.S. #1  
 Fort Pierce, FL 34950

**MAIL TO:**  
 City of Fort Pierce Purchasing Division,  
 Room 101  
 P.O. Box 1480  
 Fort Pierce, FL 34954-1480

**CITY OF FORT PIERCE**



**INVITATION TO BID  
 and  
 BIDDER ACKNOWLEDGMENT**

Bid Writer: Latonya Hubbard	Bid No: 2023-016
Mandatory Site-Visit: N/A	Bid Title: DISPOSITION OF FPRA SURPLUS PROPERTIES - 424 DOUGLAS COURT AND 426 DOUGLAS COURT
Mandatory Site-Visit Location: N/A	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time 3:00PM, WEDNESDAY, FEBRUARY 22, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: EASTERN CAPITAL INVESTMENTS, LLC	<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the proposer.</i> X  Authorized Signature (Manual)
Mailing Address: 16877 E. Colonial Dr, #212	
City, State, Zip Code: Orlando, FL 32820	Typed or Printed Name: Alan Miller
Type of Entity (Select one): Corporation _____ Partnership <u>  X  </u> Proprietorship _____	Title: Manager
Incorporated in the State of: FL      Year: 2019	Delivery in _____ days, After Receipt Order
Phone Number: 847-532-4699	Payment Terms: Full
Fax Number:	FEIN or SS Number: 71-0130170
E-Mail Address: info@eastern-homes.com	Local Business: <u>  Y  </u> <u>  X  </u> N    MWBE: <u>  Y  </u> <u>  X  </u> N
Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID**



**CITY OF FORT PIERCE**  
**OFFER TO PURCHASE/BID RESPONSE FORM**  
**DISPOSITION OF CITY SURPLUS PROPERTIES**  
 Bid No. 2023-016

Date: 02/21/2023

I/we propose to purchase property located at: (Check the property proposing to purchase. If proposing to purchase multiple properties, complete a separate Offer to Purchase/Bid Response Form for each).

424 Douglas Court -2409-501-0199-000-0 AND 426 Douglas Court -2409-501-0200-000-1

**PROPOSED SUBMITTED BY:**

Legal Name (s): Alan Miller  
 Address: 35W635 Parsons Road West Dundee, IL 60118  
 Day-time Phone Number: \_\_\_\_\_ Mobile Number: 847-774-6026  
 Email: agmiller65@gmail.com

**INTENDED USE**

I/we propose to use the property for:

If the bid is won by Eastern Capital, we propose to build a 3 bedroom, 2 bathroom home on each lot (424 and 426).

The intention after finishing the homes is to sell one and rent the other.

Will this property be your primary residence? \_\_\_\_\_ Yes  No

If not above, what do you intend to develop the property for:  Rental  Resale \_\_\_\_\_ Other

**IMPROVEMENTS**

In consideration for the City of Fort Pierce transferring the property, I/we propose to make the following improvements. (Provide a detailed description of the project outlining intended use of the property with a description of rehabilitation, renovation, modifications, or new construction):

The construction cost estimate for 424 & 426 Douglas is \$300,000. The lots will be cleared and then will under-go the new home construction process from the ground up. Please see slide 4 (Construction Cost Estimate) for a detailed breakdown of all improvements added to the property

*(Attach pages as needed)*

Total value of all proposed improvements to the property: \$ 300,000

**BID/BID AMOUNT**

I/we offer to pay the City of Fort Pierce \$ \$10,000 for the property.

**REQUIRED INFORMATION**

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered.

Yes  No **Development Plan** – Preliminary building plans including elevations floor plans, facades and landscaping.

Yes  No **Timeline to complete construction project**

Yes  No **Construction Cost Estimate-** improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.

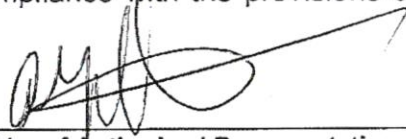
Yes  No **Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

Yes  No **Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?

Yes  No **Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

**BIDDER'S ACKNOWLEDGEMENT**

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Bidder, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement. The Bidder acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the bid is not met according to an agreed upon timeline.



\_\_\_\_\_  
**Bidder of Authorized Representative**

Alan Miller

\_\_\_\_\_  
**Typed Name**

02/21/2023

\_\_\_\_\_  
**Date**

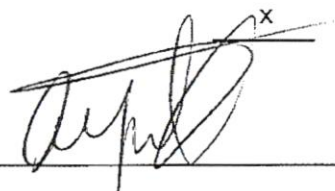
## CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

**Check "Yes" or "No" to each of the following:**

	YES	NO
Is the Bidder's Narrative/Summary included?	x _____	_____ _____
Is the proof of Financial Ability/Letter from financial institution included?	x _____	_____ _____
Is the Development Plan included:	x _____	_____ _____
Preliminary building plans included	x _____	_____ _____
Timeline to complete the construction project	x _____	_____ _____
Construction cost estimates included	x _____	_____ _____
Landscaping plans	x _____	_____ _____
Property development utilization	_____	_____ _____
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	x _____	_____ _____
Is the Offer to Purchase Form (page age 14-16) completed, signed and attached?	x _____	_____ _____
Bid envelope is marked accordingly.	_____	_____ _____

**PLEASE SIGN AND RETURN WITH BID:** \_\_\_\_\_





Call 800-274-4482

Email info@ozk.com

Visit ozk.com

Member FDIC

\*\*\*\*\*AUTO\*\* ALL FOR AADC 328
98725 0.5990 AB 0.507 275 3 71
EASTERN CAPITAL INVESTMENTS LLC
4001 AINSLEY AVE
ORLANDO FL 32833-4716

Statement Date: 01/31/2023

As of 12/19/22, our state specific Terms and Conditions have changed. To view these revisions, please go to ozk.com/disclosures.

INTEREST PLUS CHECKING ACCOUNT

Table with 2 columns: Description and Amount. Rows include: PREVIOUS STATEMENT BALANCE AS OF 12/30/22: 447,955.63; PLUS 1 DEPOSITS AND OTHER CREDITS: 19.58; LESS 2 CHECKS AND OTHER DEBITS: 5,350.97; CURRENT STATEMENT BALANCE AS OF 01/31/23: 442,624.24; NUMBER OF DAYS IN THIS STATEMENT PERIOD: 32

OTHER TRANSACTIONS

Table with 4 columns: DATE, DESCRIPTION, DEBITS, CREDITS. Rows include: 01/17 Monthly Account Analysis and Service Charges 40.00; 01/25 WITHDRAWAL 5,310.97; 01/31 INTEREST 19.58

BALANCE BY DATE

Table with 8 columns: DATE, AMOUNT, DATE, AMOUNT, DATE, AMOUNT, DATE, AMOUNT. Row: 01/17 447,915.63 01/25 442,604.66 01/31 442,624.24

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST PAID YEAR TO DATE: 19.58

INTEREST EARNED THIS STATEMENT PERIOD

Table with 2 columns: Description and Amount. Rows include: AVERAGE LEDGER BALANCE: 446,775.10; INTEREST EARNED: 19.58; INTEREST PAID THIS PERIOD: 19.58; ANNUAL PERCENTAGE YIELD EARNED: .05%; INTEREST RATE: .05%





Call 800-274-4482

Email info@ozk.com

Visit ozk.com

Member FDIC

\*\*\*\*\*AUTO\*\*ALL FOR AADC 328

98725 0.5990 AB 0.507 275 3 71



EASTERN CAPITAL INVESTMENTS LLC

4001 AINSLEY AVE

ORLANDO FL 32833-4716

Statement Date: 01/31/2023

As of 12/19/22, our state specific Terms and Conditions have changed. To view these revisions, please go to [ozk.com/disclosures](http://ozk.com/disclosures).

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PREVIOUS STATEMENT BALANCE AS OF 12/30/22:	447,955.63
PLUS 1 DEPOSITS AND OTHER CREDITS:	19.58
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NUMBER OF DAYS IN THIS STATEMENT PERIOD:	32

**OTHER TRANSACTIONS**

DATE	DESCRIPTION	DEBITS	CREDITS
01/17	Monthly Account Analysis and Service Charges	40.00	
01/25	WITHDRAWAL	5,310.97	
01/31	INTEREST		19.58

**BALANCE BY DATE**

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
01/17	447,915.63	01/25	442,604.66	01/31	442,624.24		

PAYER FEDERAL ID NUMBER: 71-0130170

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INTEREST EARNED:	19.58
INTEREST PAID THIS PERIOD:	19.58
ANNUAL PERCENTAGE YIELD EARNED:	.05%
INTEREST RATE:	.05%



P.O. BOX 196 OZARK AR 72949

RETURN SERVICE REQUESTED

Date: 02/03/2023

115246-06A\*\*007497



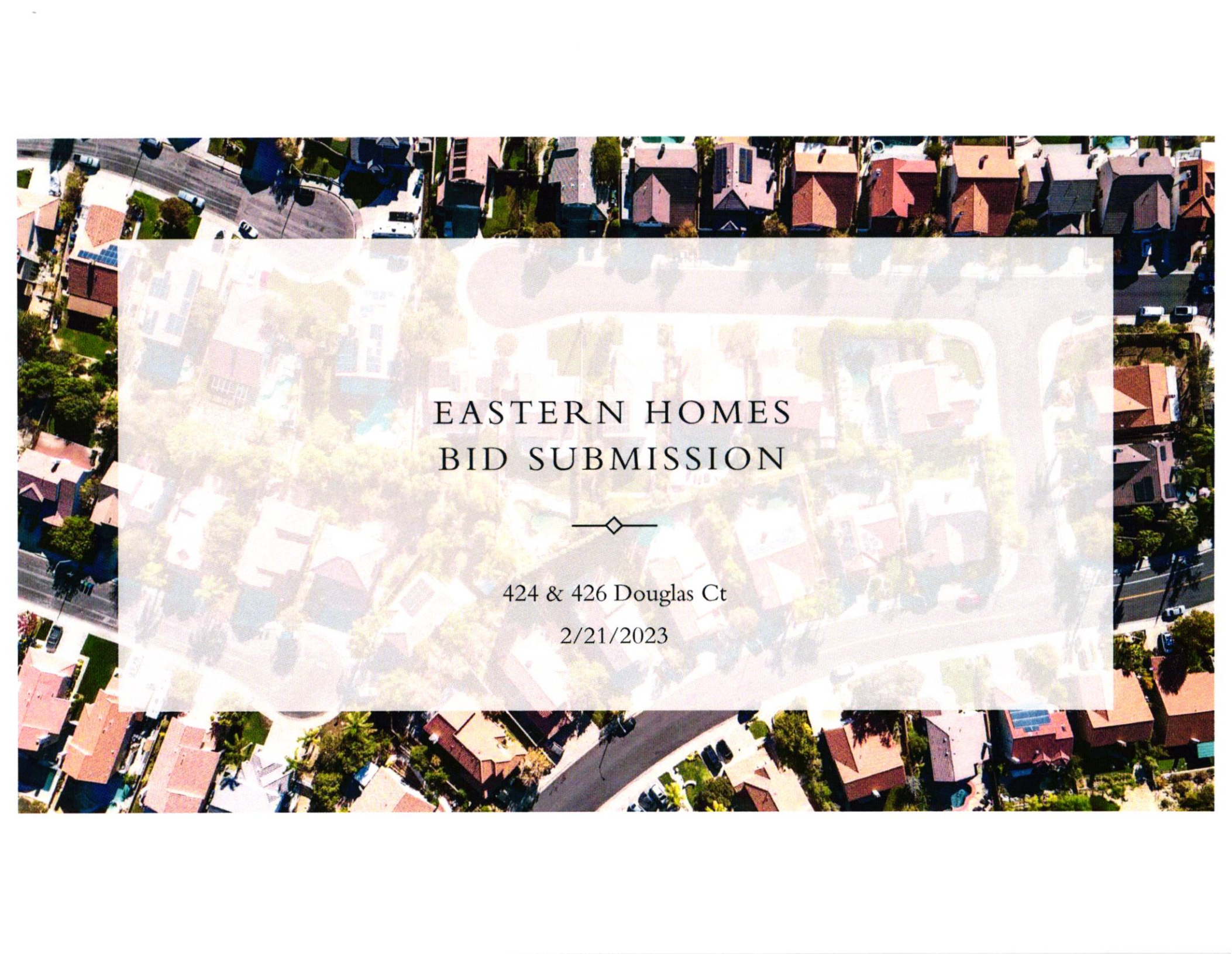
EASTERN CAPITAL INVESTMENTS LLC  
4001 AINSLEY AVE  
ORLANDO FL 32833-4716

**Rate Change Advice**

---

Principal Balance:	\$ .00	Maturity Date:	06/29/2024
Current Rate:	9.25%	Original Loan Date:	02/25/2021
Interest Balance:	\$447.74-	Credit Limit:	\$2,500,000.00
One Day's Interest:	\$ .00	Date of Last Payment:	07/08/2022
		Last Payment Amount:	\$447.74

On 02/02/2023 your interest rate changed from 9.000000 % to 9.250000 %.



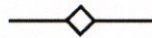
EASTERN HOMES  
BID SUBMISSION



424 & 426 Douglas Ct

2/21/2023

## Bidder's Summary

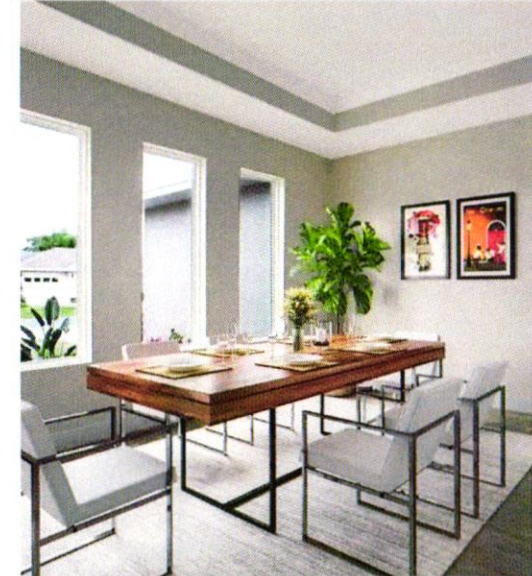


Eastern Homes, founded in central Florida, design and build homes with emphasis on quality and everyday living. Since opening in 2019, Eastern Homes has designed and built 100+ homes. Our leadership team has been in the homebuilding industry for over 15 years and our staff consists of skilled tradespeople. Eastern Homes is currently building homes in Lake, Orange, Seminole, and Brevard County. Currently, we have homes in for permitting in St. Lucie County, and are looking to expand operations into a more predominant role in St. Lucie County. Eastern Home co-founder, John Morris, is originally from Fort Pierce, hopes to join the efforts in revitalizing the area.

Website: <https://eastern-homes.com/>

# Bidder's Summary Cont.

## Client Home



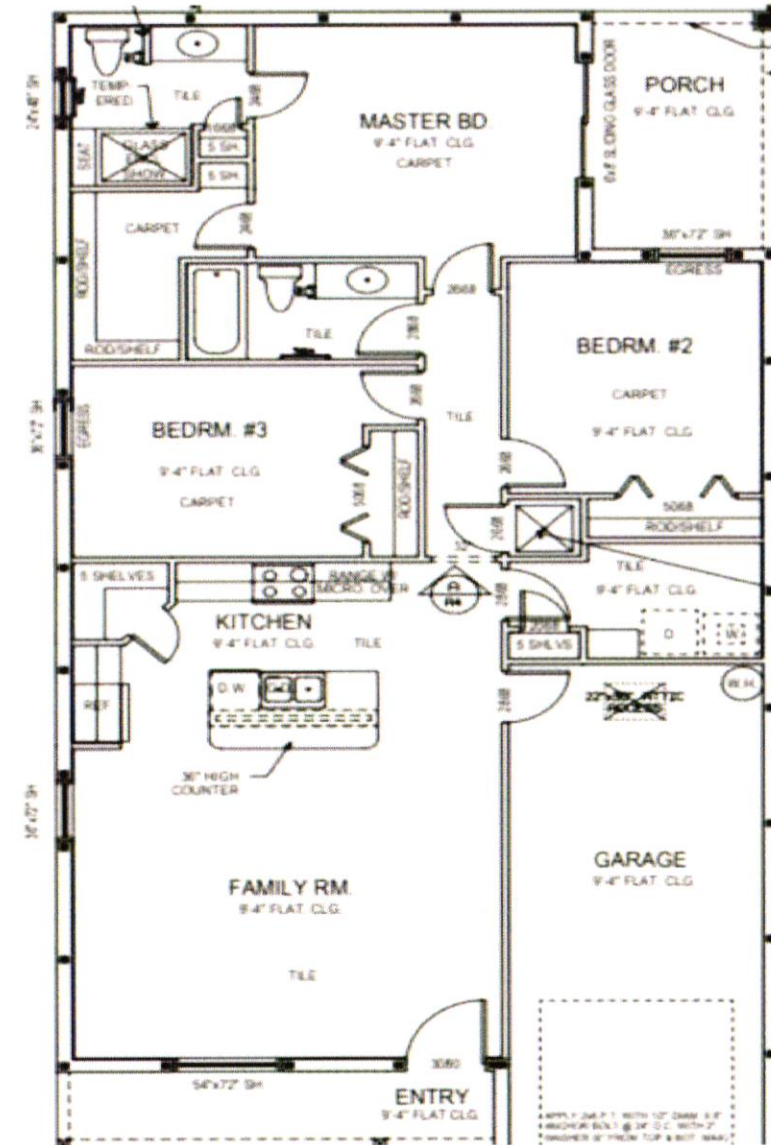
# PRELIMINARY BUILDING PLAN

## Exterior, Floor Plan & Sq Ft



### SQUARE FOOTAGE

A/C LIVING	1,319 sq. feet
GARAGE	295 sq. feet
COV. ENTRY	73 sq. feet
LANAI	95 sq. feet
<b>TOTAL</b>	<b>1,782 sq. feet</b>



PRELIMINARY BUILDING PLAN  
Interior- Bathroom, Kitchen & Living Room



## TIMELINE

10 months total for both homes



2 months to prepare plans



2 months for permitting approval



6 month build time



**Eastern Homes**  
*Let us guide you home*



## Construction Cost Estimate- 424 & 426 Douglas

- Total construction cost estimate per house - **\$150,000** (excluding the lot purchase)
- Total construction cost estimate for the project - **\$300,000** (excluding the lot purchase)

Construction Cost breakdown *per house					
Item Name	Phase amt				
		Perm Roofing	\$	4,500	
		Ext. Doors/Windows	\$	4,500	Frameless Shower Enclosure \$ 1,500
Clearing lot	\$ 8,250	Ext. Doors/ Garage Doors	\$	750	Soffit \$ 1,500
Footings/foundation	\$ 9,000	Survey Work	\$	1,500	Painting - Int \$ 4,500
Block	\$ 6,000	Stucco	\$	4,500	Painting Ext \$ 4,500
First floor framing	\$ 10,500	Stone Veneer	\$	6,000	Plumbing Final \$ 6,000
Well	\$ 4,500	Wall Insulation/Sheetrock	\$	7,500	HVAC Final \$ 3,000
Power from OUC	\$ 1,500	Attic Insulation	\$	1,500	Electrical Final \$ 1,500
Roof Framing	\$ 4,500	Int Doors	\$	3,000	Appliances \$ 1,500
Rough Plumbing	\$ 4,500	Int Trim	\$	4,500	Flooring \$ 6,000
Septic/Sewer Connection	\$ 1,500	Cabinets	\$	7,500	Driveways \$ 3,000
Rough HVAC	\$ 4,500	CounterTops	\$	3,000	Landscaping \$ 3,000
Rough Electrical	\$ 3,000	Bath Tile	\$	1,500	Grading/Fill import \$ 6,000

## Landscaping Plans- Plant List & Square Footage



**424 Douglas**                      **4,968 square ft**  
500 sf Landscaping (10% of lot)  
10 Viburnum = 90 sf of shrubs  
18 Schillings = 162 sf of shrubs  
1 crape myrtle tree, 1 live oak = 250 sf of trees

**426 Douglas**                      **4,980 square ft**  
500 sf Landscaping (10% of lot)  
10 Viburnum = 90 sf of shrubs  
18 Schillings = 162 sf of shrubs  
1 crape myrtle tree, 1 live oak = 250 sf of trees



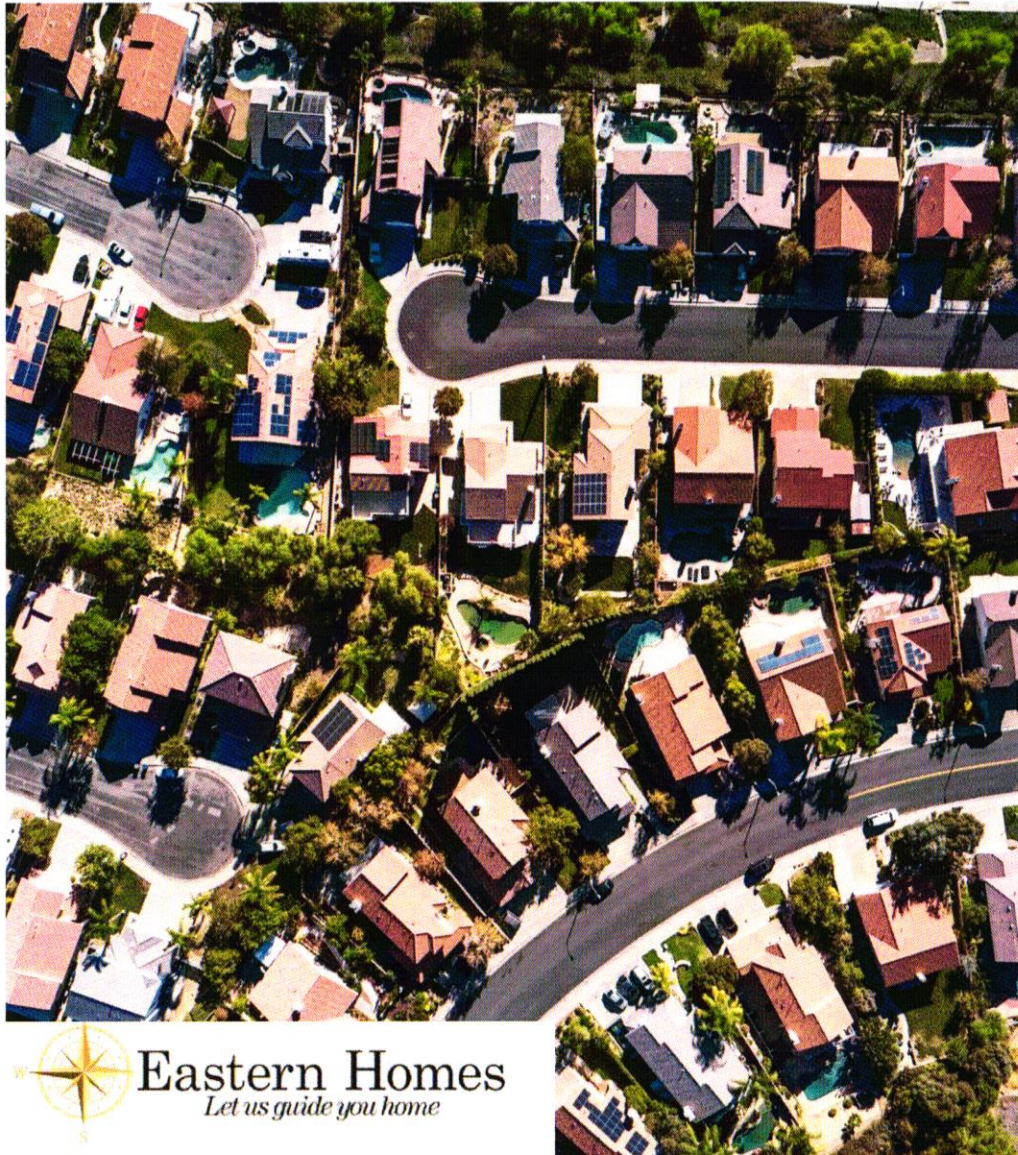
*Sweet Viburnum*



*Schillings Dwarf Yaupon Holly*

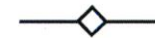


*Crape Myrtle Tree*



## Property Development Utilization

Eastern Homes intends on building two homes total on 424 & 426 Douglas. Each home will total to 1,782 square feet with 3 bedrooms and 2 baths. After the homes are finished, the goal is to rent one home and sell the other.





P.O. BOX 196 OZARK AR 72949

**RETURN SERVICE REQUESTED**

Date: 02/03/2023

115246-06A\*\*007497



EASTERN CAPITAL INVESTMENTS LLC  
4001 AINSLEY AVE  
ORLANDO FL 32833-4716

**Rate Change Advice**

---

Principal Balance:	\$ .00	Maturity Date:	06/29/2024
Current Rate:	9.25%	Original Loan Date:	02/25/2021
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One Day's Interest:	\$ .00	Date of Last Payment:	07/08/2022
		Last Payment Amount:	\$447.74

On 02/02/2023 your interest rate changed from 9.000000 % to 9.250000 %.

**SURPLUS PROPERTY  
SALE AGREEMENT**

**THIS SURPLUS PROPERTY SALE AGREEMENT** ("Agreement") is made and entered into this 14<sup>th</sup> day of November 2023 by and between the FORT PIERCE REDEVELOPMENT AGENCY ("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 Pierce, Florida 34950 ("City") and **EASTERN CAPITAL INVESTMENTS, LLC**, whose address is 16877 E. Colonial Drive #212 Orlando, FL 32820 ("Grantee") (collectively, "Parties").

**WITNESSETH:**

**WHEREAS**, the FPRA owns the real property ("Real Property") described as 426 Douglas Court Fort Pierce, FL 34950, in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2409-501-0200-000-1; and

**WHEREAS**, on November 14, 2023, the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of \$5,000.00 (the "Purchase Price") was authorized via Resolution No.23-06, 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 FPRA.
3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 3-bedroom 2 bath home on the Real Property pursuant to and in conformity with their submitted Bid No. 2023-016 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 90 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

**B. COMMENCEMENT OF CONSTRUCTION**

Grantee shall commence construction within 60 calendar days of receiving the required approvals and building permits.

**C. CERTIFICATE OF OCCUPANCY**

Grantee shall obtain a Certificate of Occupancy within one (1) year 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 Grantor, its successors, and its 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 FPRA, 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, 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:  
Eastern Capital Investments, LLC  
16877 E. Colonial Drive #212  
Orlando, FL 32820

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 FPRA'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 FPRA 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.  
City Attorney

**EXHIBIT "A"**

**BID DOCUMENT NO. 2023-016**

**426 DOUGLAS COURT**

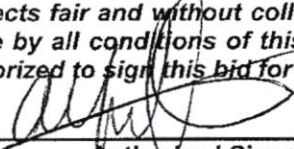
**DELIVER TO:**  
 City of Fort Pierce, Purchasing Division  
 Room 101  
 100 North U.S. #1  
 Fort Pierce, FL 34950

**MAIL TO:**  
 City of Fort Pierce Purchasing Division,  
 Room 101  
 P.O. Box 1480  
 Fort Pierce, FL 34954-1480

**CITY OF FORT PIERCE**



**INVITATION TO BID  
 and  
 BIDDER ACKNOWLEDGMENT**

Bid Writer: Latonya Hubbard	Bid No: 2023-016
Mandatory Site-Visit: N/A	Bid Title: DISPOSITION OF FPRA SURPLUS PROPERTIES - 424 DOUGLAS COURT AND 426 DOUGLAS COURT
Mandatory Site-Visit Location: N/A	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time 3:00PM, WEDNESDAY, FEBRUARY 22, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: EASTERN CAPITAL INVESTMENTS, LLC	<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the proposer.</i> X  Authorized Signature (Manual)
Mailing Address: 16877 E. Colonial Dr, #212	
City, State, Zip Code: Orlando, FL 32820	Typed or Printed Name: Alan Miller
Type of Entity (Select one): Corporation _____ Partnership <u>  X  </u> Proprietorship _____	Title: Manager
Incorporated in the State of: FL Year: 2019	Delivery in _____ days, After Receipt Order
Phone Number: 847-532-4699	Payment Terms: Full
Fax Number:	FEIN or SS Number: 71-0130170
E-Mail Address: info@eastern-homes.com	Local Business: <u>  Y  </u> <u>  X  </u> N MWBE: <u>  Y  </u> <u>  X  </u> N
Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID**



**CITY OF FORT PIERCE**  
**OFFER TO PURCHASE/BID RESPONSE FORM**  
**DISPOSITION OF CITY SURPLUS PROPERTIES**  
 Bid No. 2023-016

Date: 02/21/2023

I/we propose to purchase property located at: (Check the property proposing to purchase. If proposing to purchase multiple properties, complete a separate Offer to Purchase/Bid Response Form for each).

424 Douglas Court -2409-501-0199-000-0 AND 426 Douglas Court -2409-501-0200-000-1

**PROPOSED SUBMITTED BY:**

Legal Name (s): Alan Miller  
 Address: 35W635 Parsons Road West Dundee, IL 60118  
 Day-time Phone Number: \_\_\_\_\_ Mobile Number: 847-774-6026  
 Email: agmiller65@gmail.com

**INTENDED USE**

I/we propose to use the property for:

If the bid is won by Eastern Capital, we propose to build a 3 bedroom, 2 bathroom home on each lot (424 and 426).

The intention after finishing the homes is to sell one and rent the other.

Will this property be your primary residence? \_\_\_\_\_ Yes  No

If not above, what do you intend to develop the property for:  Rental  Resale \_\_\_\_\_ Other

**IMPROVEMENTS**

In consideration for the City of Fort Pierce transferring the property, I/we propose to make the following improvements. (Provide a detailed description of the project outlining intended use of the property with a description of rehabilitation, renovation, modifications, or new construction):

The construction cost estimate for 424 & 426 Douglas is \$300,000. The lots will be cleared and then will under-go the new home construction process from the ground up. Please see slide 4 (Construction Cost Estimate) for a detailed breakdown of all improvements added to the property

*(Attach pages as needed)*

Total value of all proposed improvements to the property: \$ 300,000

**BID/BID AMOUNT**

I/we offer to pay the City of Fort Pierce \$ \$10,000 for the property.

**REQUIRED INFORMATION**

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered.

Yes  No **Development Plan** – Preliminary building plans including elevations floor plans, facades and landscaping.

Yes  No **Timeline to complete construction project**

Yes  No **Construction Cost Estimate-** improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.

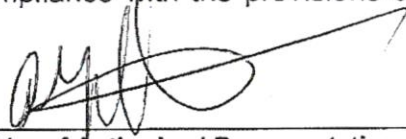
Yes  No **Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

Yes  No **Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?

Yes  No **Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

**BIDDER'S ACKNOWLEDGEMENT**

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Bidder, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement. The Bidder acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the bid is not met according to an agreed upon timeline.



\_\_\_\_\_  
**Bidder of Authorized Representative**

Alan Miller

\_\_\_\_\_  
**Typed Name**

02/21/2023

\_\_\_\_\_  
**Date**

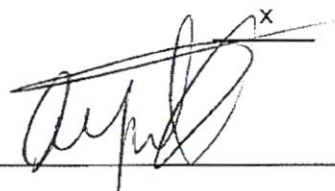
## CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

**Check "Yes" or "No" to each of the following:**

	YES	NO
Is the Bidder's Narrative/Summary included?	<u>  x  </u>	<u>      </u>
Is the proof of Financial Ability/Letter from financial institution included?	<u>  x  </u>	<u>      </u>
Is the Development Plan included:	<u>  x  </u>	<u>      </u>
Preliminary building plans included	<u>  x  </u>	<u>      </u>
Timeline to complete the construction project	<u>  x  </u>	<u>      </u>
Construction cost estimates included	<u>  x  </u>	<u>      </u>
Landscaping plans	<u>  x  </u>	<u>      </u>
Property development utilization	<u>      </u>	<u>      </u>
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	<u>  x  </u>	<u>      </u>
Is the Offer to Purchase Form (page age 14-16) completed, signed and attached?	<u>  x  </u>	<u>      </u>
Bid envelope is marked accordingly.	<u>      </u>	<u>      </u>

**PLEASE SIGN AND RETURN WITH BID:** \_\_\_\_\_





Call 800-274-4482

Email info@ozk.com

Visit ozk.com

Member FDIC

\*\*\*\*\*AUTO\*\* ALL FOR AADC 328
98725 0.5990 AB 0.507 275 3 71
EASTERN CAPITAL INVESTMENTS LLC
4001 AINSLEY AVE
ORLANDO FL 32833-4716

Statement Date: 01/31/2023

As of 12/19/22, our state specific Terms and Conditions have changed. To view these revisions, please go to ozk.com/disclosures.

INTEREST PLUS CHECKING ACCOUNT

Table with 2 columns: Description and Amount. Rows include: PREVIOUS STATEMENT BALANCE AS OF 12/30/22: 447,955.63; PLUS 1 DEPOSITS AND OTHER CREDITS: 19.58; LESS 2 CHECKS AND OTHER DEBITS: 5,350.97; CURRENT STATEMENT BALANCE AS OF 01/31/23: 442,624.24; NUMBER OF DAYS IN THIS STATEMENT PERIOD: 32

OTHER TRANSACTIONS

Table with 4 columns: DATE, DESCRIPTION, DEBITS, CREDITS. Rows include: 01/17 Monthly Account Analysis and Service Charges 40.00; 01/25 WITHDRAWAL 5,310.97; 01/31 INTEREST 19.58

BALANCE BY DATE

Table with 8 columns: DATE, AMOUNT, DATE, AMOUNT, DATE, AMOUNT, DATE, AMOUNT. Row: 01/17 447,915.63 01/25 442,604.66 01/31 442,624.24

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST PAID YEAR TO DATE: 19.58

INTEREST EARNED THIS STATEMENT PERIOD

Table with 2 columns: Description and Amount. Rows include: AVERAGE LEDGER BALANCE: 446,775.10; INTEREST EARNED: 19.58; INTEREST PAID THIS PERIOD: 19.58; ANNUAL PERCENTAGE YIELD EARNED: .05%; INTEREST RATE: .05%





Call 800-274-4482

Email info@ozk.com

Visit ozk.com

Member FDIC

\*\*\*\*\*AUTO\*\*ALL FOR AADC 328

98725 0.5990 AB 0.507 275 3 71



EASTERN CAPITAL INVESTMENTS LLC

4001 AINSLEY AVE

ORLANDO FL 32833-4716

Statement Date: 01/31/2023

As of 12/19/22, our state specific Terms and Conditions have changed. To view these revisions, please go to [ozk.com/disclosures](http://ozk.com/disclosures).

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PREVIOUS STATEMENT BALANCE AS OF 12/30/22:	447,955.63
PLUS 1 DEPOSITS AND OTHER CREDITS:	19.58
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DATE	DESCRIPTION	DEBITS	CREDITS
01/17	Monthly Account Analysis and Service Charges	40.00	
01/25	WITHDRAWAL	5,310.97	
01/31	INTEREST		19.58

**BALANCE BY DATE**

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
01/17	447,915.63	01/25	442,604.66	01/31	442,624.24		

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST PAID YEAR TO DATE: 19.58

**INTEREST EARNED THIS STATEMENT PERIOD**

AVERAGE LEDGER BALANCE:	446,775.10
INTEREST EARNED:	19.58
INTEREST PAID THIS PERIOD:	19.58
ANNUAL PERCENTAGE YIELD EARNED:	.05%
INTEREST RATE:	.05%



P.O. BOX 196 OZARK AR 72949

RETURN SERVICE REQUESTED

Date: 02/03/2023

115246-06A\*\*007497



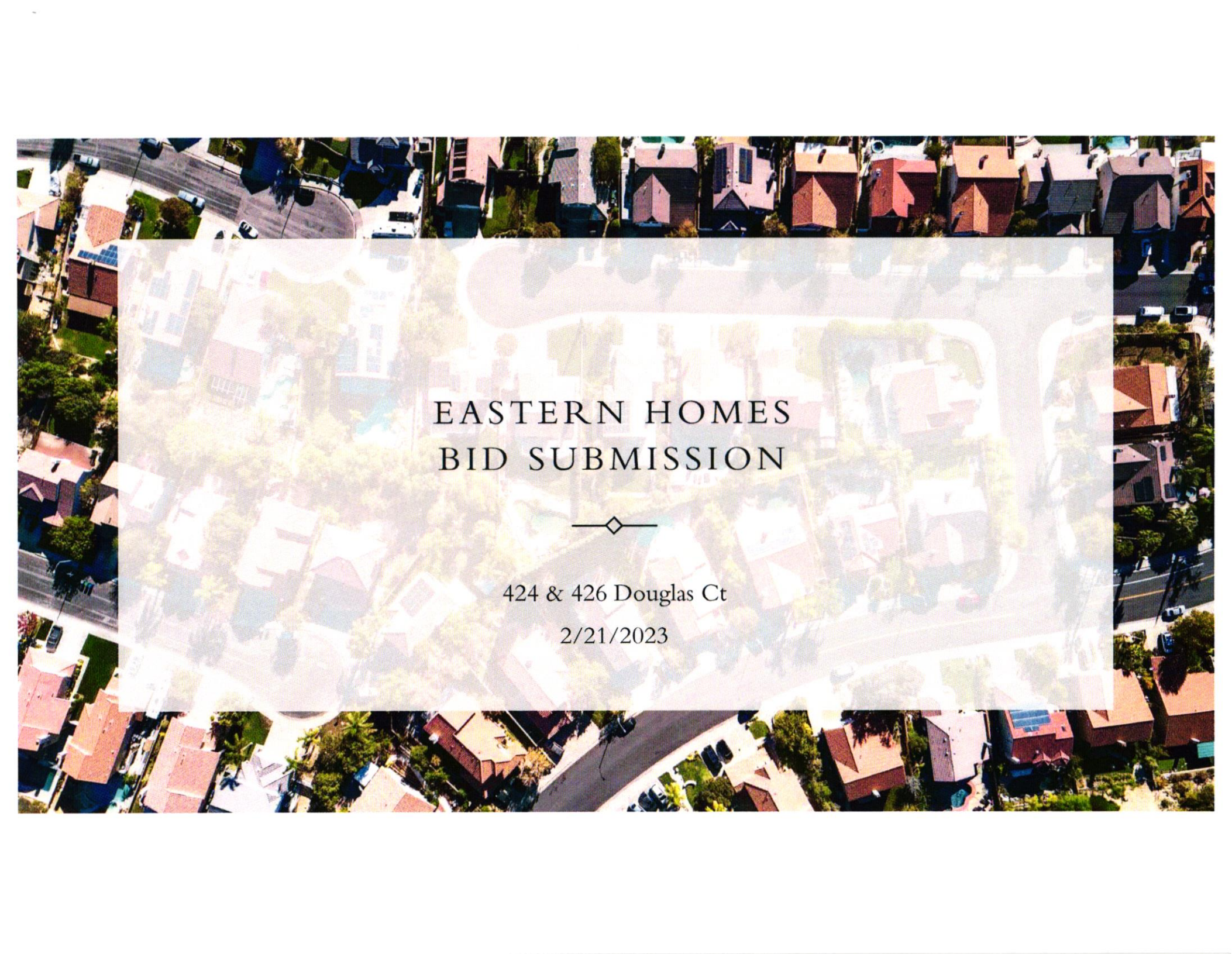
EASTERN CAPITAL INVESTMENTS LLC  
4001 AINSLEY AVE  
ORLANDO FL 32833-4716

**Rate Change Advice**

---

Principal Balance:	\$ .00	Maturity Date:	06/29/2024
Current Rate:	9.25%	Original Loan Date:	02/25/2021
Interest Balance:	\$447.74-	Credit Limit:	\$2,500,000.00
One Day's Interest:	\$ .00	Date of Last Payment:	07/08/2022
		Last Payment Amount:	\$447.74

On 02/02/2023 your interest rate changed from 9.000000 % to 9.250000 %.



EASTERN HOMES  
BID SUBMISSION



424 & 426 Douglas Ct

2/21/2023

## Bidder's Summary



Eastern Homes, founded in central Florida, design and build homes with emphasis on quality and everyday living. Since opening in 2019, Eastern Homes has designed and built 100+ homes. Our leadership team has been in the homebuilding industry for over 15 years and our staff consists of skilled tradespeople. Eastern Homes is currently building homes in Lake, Orange, Seminole, and Brevard County. Currently, we have homes in for permitting in St. Lucie County, and are looking to expand operations into a more predominant role in St. Lucie County. Eastern Home co-founder, John Morris, is originally from Fort Pierce, hopes to join the efforts in revitalizing the area.

Website: <https://eastern-homes.com/>

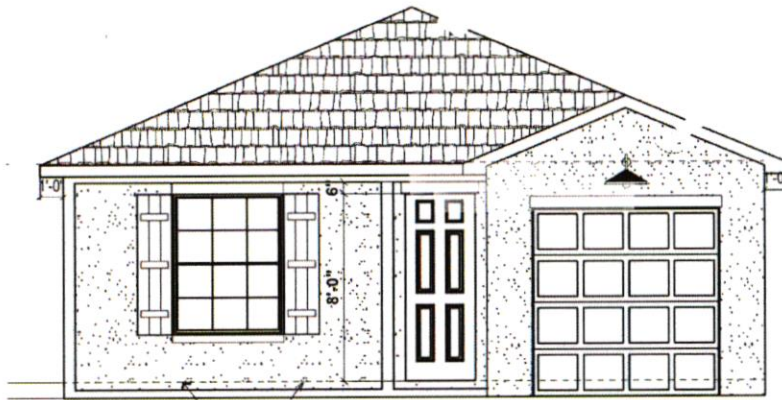
# Bidder's Summary Cont.

## Client Home



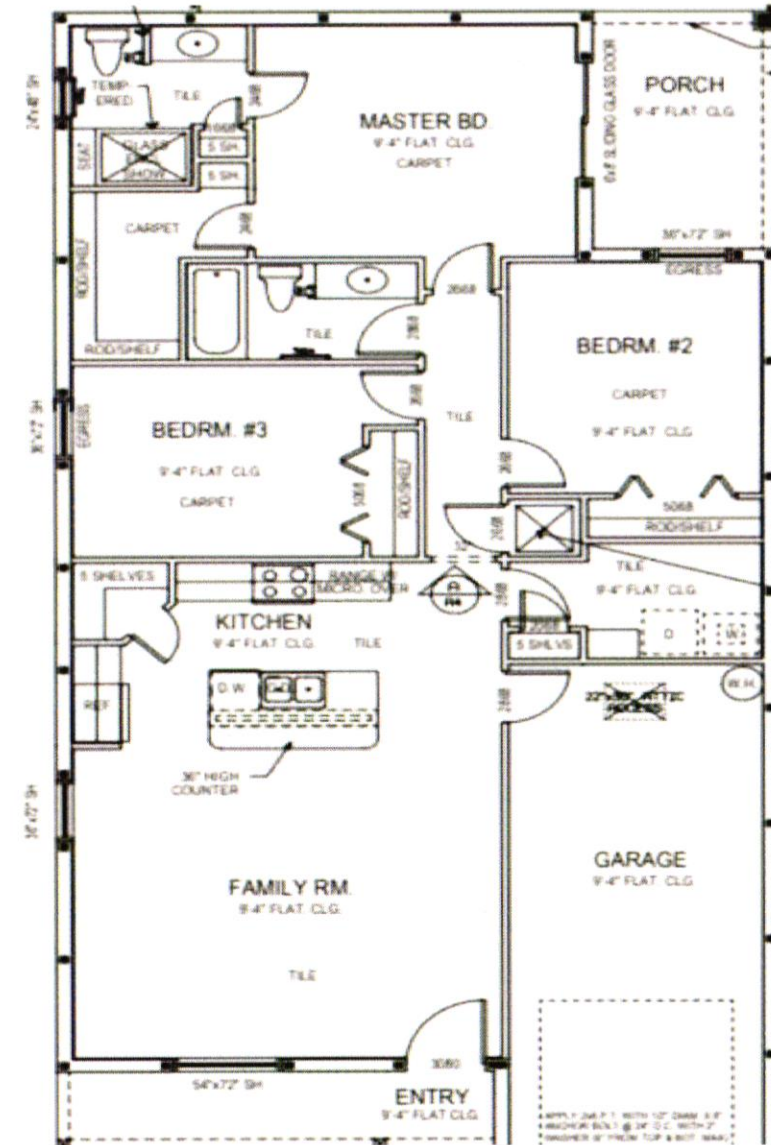
# PRELIMINARY BUILDING PLAN

## Exterior, Floor Plan & Sq Ft



### SQUARE FOOTAGE

A/C LIVING	1,319 sq. feet
GARAGE	295 sq. feet
COV. ENTRY	73 sq. feet
LANAI	95 sq. feet
<b>TOTAL</b>	<b>1,782 sq. feet</b>



PRELIMINARY BUILDING PLAN  
Interior- Bathroom, Kitchen & Living Room



## TIMELINE

10 months total for both homes



2 months to prepare plans



2 months for permitting approval



6 month build time



**Eastern Homes**  
*Let us guide you home*



## Construction Cost Estimate- 424 & 426 Douglas

- Total construction cost estimate per house - **\$150,000** (excluding the lot purchase)
- Total construction cost estimate for the project - **\$300,000** (excluding the lot purchase)

Construction Cost breakdown *per house					
Item Name	Phase amt				
		Perm Roofing	\$	4,500	
		Ext. Doors/Windows	\$	4,500	Frameless Shower Enclosure \$ 1,500
Clearing lot	\$ 8,250	Ext. Doors/ Garage Doors	\$	750	Soffit \$ 1,500
Footings/foundation	\$ 9,000	Survey Work	\$	1,500	Painting - Int \$ 4,500
Block	\$ 6,000	Stucco	\$	4,500	Painting Ext \$ 4,500
First floor framing	\$ 10,500	Stone Veneer	\$	6,000	Plumbing Final \$ 6,000
Well	\$ 4,500	Wall Insulation/Sheetrock	\$	7,500	HVAC Final \$ 3,000
Power from OUC	\$ 1,500	Attic Insulation	\$	1,500	Electrical Final \$ 1,500
Roof Framing	\$ 4,500	Int Doors	\$	3,000	Appliances \$ 1,500
Rough Plumbing	\$ 4,500	Int Trim	\$	4,500	Flooring \$ 6,000
Septic/Sewer Connection	\$ 1,500	Cabinets	\$	7,500	Driveways \$ 3,000
Rough HVAC	\$ 4,500	CounterTops	\$	3,000	Landscaping \$ 3,000
Rough Electrical	\$ 3,000	Bath Tile	\$	1,500	Grading/Fill import \$ 6,000

## Landscaping Plans- Plant List & Square Footage



### **424 Douglas**

**4,968 square ft**

500 sf Landscaping (10% of lot)

10 Viburnum = 90 sf of shrubs

18 Schillings = 162 sf of shrubs

1 crape myrtle tree, 1 live oak = 250 sf of trees

### **426 Douglas**

**4,980 square ft**

500 sf Landscaping (10% of lot)

10 Viburnum = 90 sf of shrubs

18 Schillings = 162 sf of shrubs

1 crape myrtle tree, 1 live oak = 250 sf of trees



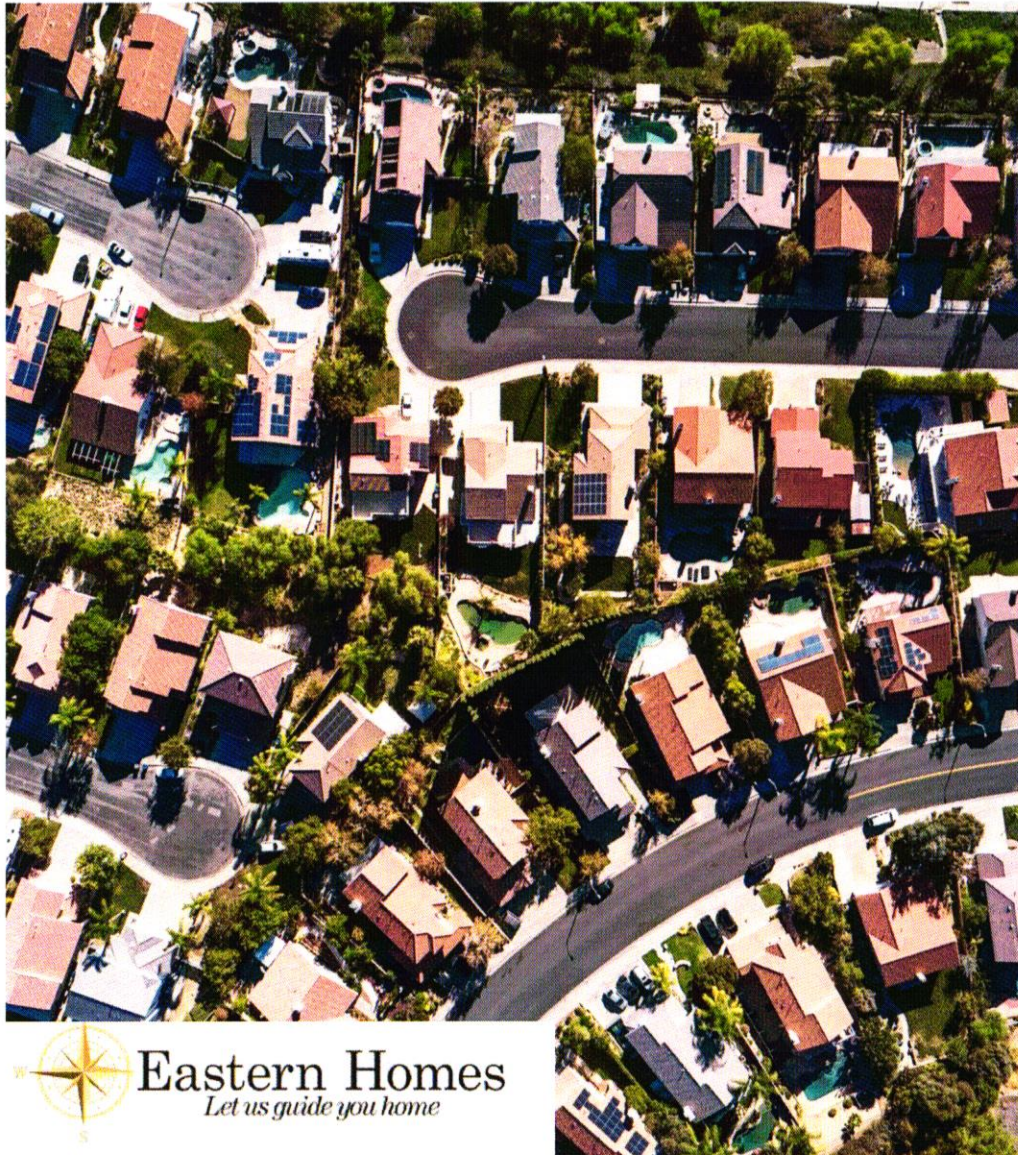
*Sweet Viburnum*



*Schillings Dwarf Yaupon Holly*

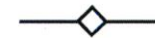


*Crape Myrtle Tree*



## Property Development Utilization

Eastern Homes intends on building two homes total on 424 & 426 Douglas. Each home will total to 1,782 square feet with 3 bedrooms and 2 baths. After the homes are finished, the goal is to rent one home and sell the other.





P.O. BOX 196 OZARK AR 72949

**RETURN SERVICE REQUESTED**

Date: 02/03/2023

115246-06A\*\*007497



EASTERN CAPITAL INVESTMENTS LLC  
4001 AINSLEY AVE  
ORLANDO FL 32833-4716

**Rate Change Advice**

---

Principal Balance:	\$ .00	Maturity Date:	06/29/2024
Current Rate:	9.25%	Original Loan Date:	02/25/2021
Interest Balance:	\$447.74-	Credit Limit:	\$2,500,000.00
One Day's Interest:	\$ .00	Date of Last Payment:	07/08/2022
		Last Payment Amount:	\$447.74

On 02/02/2023 your interest rate changed from 9.000000 % to 9.250000 %.

**SURPLUS PROPERTY  
SALE AGREEMENT**

**THIS SURPLUS PROPERTY SALE AGREEMENT** ("Agreement") is made and entered into this 14<sup>th</sup> day of November 2023 by and between the FORT PIERCE REDEVELOPMENT AGENCY ("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 Pierce, Florida 34950 ("City") and **EASTERN CAPITAL INVESTMENTS, LLC**, whose address is 16877 E. Colonial Drive #212 Orlando, FL 32820 ("Grantee") (collectively, "Parties").

**WITNESSETH:**

**WHEREAS**, the FPRA owns the real property ("Real Property") described as 426 Douglas Court Fort Pierce, FL 34950, in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2409-501-0200-000-1; and

**WHEREAS**, on November 14, 2023, the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of \$5,000.00 (the "Purchase Price") was authorized via Resolution No.23-06, 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 FPRA.
3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 3-bedroom 2 bath home on the Real Property pursuant to and in conformity with their submitted Bid No. 2023-016 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 90 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

**B. COMMENCEMENT OF CONSTRUCTION**

Grantee shall commence construction within 60 calendar days of receiving the required approvals and building permits.

**C. CERTIFICATE OF OCCUPANCY**

Grantee shall obtain a Certificate of Occupancy within one (1) year 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 Grantor, its successors, and its 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 FPRA, 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, 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:  
Eastern Capital Investments, LLC  
16877 E. Colonial Drive #212  
Orlando, FL 32820

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 FPRA'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 FPRA 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: Nicole Miller

Print: Nicole Miller

Date: 11/09/2023

Sign: Pamela Miller

Print: Pamela Miller

Date: 11/09/2023

**GRANTEE:**

Sign: Alan Miller

Print: Alan Miller

Date: 11/09/2023

**FORT PIERCE REDEVELOPMENT AGENCY:**

Sign: \_\_\_\_\_

Linda Hudson, Chairwoman

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Linda Cox, City Clerk

**APPROVED AS TO FORM & CORRECTNESS:**

\_\_\_\_\_  
Sara K. Hedges, Esq.  
City Attorney

**EXHIBIT "A"**

**BID DOCUMENT NO. 2023-016**

**426 DOUGLAS COURT**

**SURPLUS PROPERTY  
SALE AGREEMENT**

**THIS SURPLUS PROPERTY SALE AGREEMENT** ("Agreement") is made and entered into this 14<sup>th</sup> day of November 2023 by and between the FORT PIERCE REDEVELOPMENT AGENCY ("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 Pierce, Florida 34950 ("City") and **EASTERN CAPITAL INVESTMENTS, LLC**, whose address is 16877 E. Colonial Drive #212 Orlando, FL 32820 ("Grantee") (collectively, "Parties").

**WITNESSETH:**

**WHEREAS**, the FPRA owns the real property ("Real Property") described as 424 Douglas Court Fort Pierce, FL 34950, in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2409-501-0199-000-0; and

**WHEREAS**, on November 14, 2023, the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of \$5,000.00 (the "Purchase Price") was authorized via Resolution No.23-06, 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 FPRA.
3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 3-bedroom 2 bath home on the Real Property pursuant to and in conformity with their submitted Bid No. 2023-016 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 90 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

**B. COMMENCEMENT OF CONSTRUCTION**

Grantee shall commence construction within 60 calendar days of receiving the required approvals and building permits.

**C. CERTIFICATE OF OCCUPANCY**

Grantee shall obtain a Certificate of Occupancy within one (1) year 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 Grantor, its successors, and its 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 FPRA, 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, 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:  
Eastern Capital Investments, LLC  
16877 E. Colonial Drive #212  
Orlando, FL 32820

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 FPRA'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 FPRA 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: Nicole Miller  
Print: Nicole Miller  
Date: 11/09/2023

Sign: Pamela Miller  
Print: Pamela Miller  
Date: 11/09/2023

**GRANTEE:**

Sign: Alan Miller  
Print: Alan Miller  
Date: 11/09/2023

**FORT PIERCE REDEVELOPMENT AGENCY:**

Sign: \_\_\_\_\_  
Linda Hudson, Chairwoman

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Linda Cox, City Clerk

**APPROVED AS TO FORM & CORRECTNESS:**

\_\_\_\_\_  
Sara K. Hedges, Esq.  
City Attorney

**EXHIBIT "A"**

**BID DOCUMENT NO. 2023-016**

**424 DOUGLAS COURT**

**FPRA Regular Meeting**

**8. c.**

**Meeting Date:** November 14, 2023

**Re:** 612 N 25th St - Surplus Property Development Agreement

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

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**SUBJECT:**

FPRA Resolution 23-05 authorizing the execution of the sale and development agreement for 612 N 25th Street.

**SUMMARY:**

The Fort Pierce Redevelopment Agency (FPRA) is the owner of real property located at 612 N. 25th Street, identified by Parcel ID: 2404-710-0067-000-3, with a legal description of: ELDORADO S/D BLK 3 LOT 11-LESS W5 FT- (OR 2868-1582).

The property was declared surplus by the FPRA on January 16, 2018.

FPRA Board awarded the property April 11, 2023, to Larry Lee Jr. & Family, LLC for the development of a neighborhood park for the purchase price of \$5,000.

**RECOMMENDATION:**

Staff recommends approval to execute the Surplus Property Development Agreement for 612 N. 25th Street.

**ALTERNATIVES:**

Staff shall proceed as directed by the FPRA Board.

**RESPONSIBLE STAFF:**

Miriam Garcia, Redevelopment Specialist  
Shyanne Harnage, Economic Development Manager

**COORDINATED WITH:**

Sara Hedges, City Attorney

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2023  
**Account:** N/A  
**Amount:** 5,000

**OTHER INFORMATION:**

\$5,000

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## **Attachments**

Resolution 23-05

RLS Memo

612 N 25th St - Sale Agreement

612 N 25th Agreement-Signed

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## FPRA RESOLUTION NO. 23-05

**A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 612 NORTH 25TH STREET, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE FORT PIERCE REDEVELOPMENT AGENCY TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida ("FPRA") is the fee simple titleholder of real property which it acquired for community redevelopment commonly known as 612 North 25th Street, Fort Pierce, Florida, 34947 (the "Real Property"); and

**WHEREAS**, Section 163.380, Florida Statutes, authorizes FPRA to sell, lease, dispose of, or otherwise transfer real property or any interest therein acquired by it for community redevelopment in a community redevelopment area to any private person as it deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the provisions of said statute, after the approval of the community redevelopment plan by the governing body and in accordance with the procedures set forth in such statute; and

**WHEREAS**, at a meeting of FPRA held on January 16, 2018, FPRA approved the CRA Advisory Committee's recommendation and declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public; and

**WHEREAS**, on January 30, 2023, and February 6, 2023, FPRA caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers, or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 3:30 p.m. on February 22, 2023, and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package"); and

**WHEREAS**, on February 22, 2023, the bid period closed, and all bids received by FPRA were thereafter reviewed; and

**WHEREAS**, on April 11, 2023, Bid No. 2023-017, submitted by Larry Lee Jr and Family LLC, whose address is 7936 Saddle Brook Drive, Port St. Lucie, FL 34986 (the "Successful Bidder") in the amount of Five Thousand and no/100 Dollars (\$5,000.00) ("Transfer Consideration") was determined by the FPRA to be the highest bid for the Real Property and authorized staff to begin negotiations; and

**WHEREAS**, the best interests of the public will be served by: (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a quitclaim deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic

reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to FPRA in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement, and (iii) authorizing the FPRA Chairperson, City Manager, officers, attorneys, and other agents of FPRA to do all things necessary to carry out the transactions contemplated by this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida:

**SECTION 1.** The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

**SECTION 2.** The transfer of the Real Property to the Successful Bidder shall be conditioned upon the execution of the Surplus Property Sale Agreement, attached hereto as Exhibit "A" and incorporated by reference.

**SECTION 3.** The transfer of the Real Property to the Successful Bidder, including execution and delivery of a quitclaim deed conveying the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to FPRA in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement. The receipt of the Transfer Consideration by authorized officers and agents of the Board at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies, if any, without further action by FPRA.

**SECTION 4.** The FPRA Chairperson is hereby authorized to execute the quitclaim deed conveying the FPRA's interest in the Real Property to the Successful Bidder.

**SECTION 5.** Members of the FPRA, the FPRA Director, officers, attorneys, and other agents of FPRA are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of FPRA is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extend of this Resolution.

**SECTION 6.** The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**SECTION 7.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**SECTION 8.** This Resolution shall become effective upon adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this 14<sup>th</sup> day of November 2023.

---

LINDA HUDSON, Chair  
Fort Pierce Redevelopment Agency

**ATTEST**

---

LINDA W. COX  
Agency Secretary

**APPROVED AS TO FORM  
AND CORRECTNESS:**

---

SARA HEDGES  
Agency Attorney



TO: MIRIAM GARCIA, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: 612 N 25TH ST SURPLUS PROPERTY DEV AGREEMENT

CAO RLS FILE: 23-260

DATE: NOVEMBER 6, 2023

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I have reviewed the above Request for Legal Services (RLS). Uploaded to Agenda Quick are Track Changes versions of the Resolution and Sale Agreement as well as Clean Copy versions of each. The Clean Copy versions are approved as to form and correctness.

As discussed, please let me know how you would like to proceed regarding closing.

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

Thank you.  
SH/mm

cc: Nicholas Mimms, City Manager  
Linda Cox, City Clerk

## **SURPLUS PROPERTY SALE AGREEMENT**

**THIS SURPLUS PROPERTY SALE AGREEMENT** ("Agreement") is made and entered into this 14th day of November, 2023 by and between the **FORT PIERCE REDEVELOPMENT AGENCY ("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 Pierce, Florida 34950 ("City") and **LARRY LEE JR AND FAMILY, LLC**, whose address is 7936 Saddlebrook Drive, Port St Lucie, FL 34986 ("Grantee") (collectively, "Parties").

### **WITNESSETH:**

**WHEREAS**, the FPRA owns the real property ("Real Property") described as 612 North 25th Street, Fort Pierce, Florida, 34947 in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2404-710-0067-000-3; and

**WHEREAS**, on November 14, 2023 the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of \$5,000.00 (the "Purchase Price") was authorized via Resolution No. 23-05, 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 FPRA.
3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a neighborhood park called Village Keepers Garden of Hope on the Real Property pursuant to and in conformity with their submitted Bid No. 2023-017 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 180 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

**B. COMMENCEMENT OF CONSTRUCTION**

Grantee shall commence construction within 120 calendar days of receiving the required approvals and building permits.

**C. COMPLETION OF PROJECT**

Grantee shall complete the construction of the neighborhood park and successfully complete all required approvals and building permits within 180 calendar days of the issuance of the 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 building permit(s) was successfully closed out, 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 Grantor, its successors, and its 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 FPRA and the City , and their 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.
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CITY:  
City of Fort Pierce  
City Manager's Office  
100 North US Highway 1  
Fort Pierce, FL 34950

GRANTEE:  
Larry Lee Jr and Family, LLC  
7936 Saddlebrook Drive  
Port St Lucie, FL 34986

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 FPRA'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 FPRA 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.

**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.  
Agency Attorney

**EXHIBIT "A"**

**BID DOCUMENT NO. 2023-017**

**612 N 25<sup>th</sup> STREET**

<p><b>DELIVER TO:</b>  City of Fort Pierce, Purchasing Division  Room 101  100 North U.S. #1  Fort Pierce, FL 34950</p> <p><b>MAIL TO:</b>  City of Fort Pierce Purchasing Division,  Room 101  P.O. Box 1480  Fort Pierce, FL 34954-1480</p>	<p style="text-align: center;"><b>CITY OF FORT PIERCE</b></p>  <p style="text-align: center;"><b>INVITATION TO BID  and  BIDDER ACKNOWLEDGMENT</b></p>
<p><b>Bid Writer:</b> Latonya Hubbard, (772) 467-3102</p>	<p><b>Bid No:</b> 2023-017</p>
<p><b>Mandatory Site-Visit:</b>  N/A</p>	<p><b>Bid Title:</b> DISPOSITION OF FPRA SURPLUS PROPERTIES – 612 NORTH 25<sup>TH</sup> STREET</p>
<p><b>Mandatory Site-Visit Location:</b>  N/A</p>	<p><b>Bid Opening Location:</b>  Purchasing Division Conference Room, Room 101  100 North U.S. #1, 1st Floor  Ft. Pierce, Florida 34950</p>
<p><b>Bid Due Date &amp; Time</b>  3:30PM, WEDNESDAY, FEBRUARY 22, 2023</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p><b>Bidder Name:</b>  <u>LARRY LEE JR AND FAMILY LLC</u></p> <p><b>Mailing Address:</b>  <u>7936 SADDLE BROOK DRIVE</u></p>	<p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the proposer.</i></p> <p>X <u></u>  Authorized Signature (Manual)</p>
<p><b>City, State, Zip Code:</b>  <u>PORT SAINT LUCIE, FL 34986</u></p>	<p><b>Typed or Printed Name:</b>  <u>LUCIAN LEWIS III</u></p>
<p><b>Type of Entity (Select one):</b>  Corporation <u>  ✓  </u>  Partnership <u>      </u>  Proprietorship <u>      </u></p>	<p><b>Title:</b>  <u>AUTHORIZED AGENT</u></p>
<p><b>Incorporated in the State of:</b> <u>FL</u> <b>Year:</b> <u>2011</u></p>	<p><b>Delivery in</b> _____ <b>days, After Receipt Order</b></p>
<p><b>Phone Number:</b> <u>772.529.2232</u></p>	<p><b>Payment Terms:</b> <u>CASHIER CHECK</u></p>
<p><b>Fax Number:</b></p>	<p><b>FEIN or SS Number:</b> <u>27-4725083</u></p>
<p><b>E-Mail Address:</b> <u>LARRY.LEE51@GMAIL</u></p>	<p><b>Local Business:</b> <u>✓</u>Y <u>  </u>N <b>MWBE:</b> <u>  </u>Y <u>  </u>N</p>
<p><b>Bid Security is attached, when required, in the amount of \$</b> _____  <b>F.O.B. DESTINATION</b></p>	<p><b>If returning as a "No Bid" state reason:</b></p>
<p><b>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</b></p>	

To: **The City of Fort Pierce**

From: Lucian Lewis Authorized Agent for Larry Lee Jr and Family LLC


Date: February 22, 2023

Dear, Evaluators,

My intent for this correspondence, is to bring light to what is considered a game changer for the City of Fort Pierce and the Lincoln Park community. The above entity, has embraced giving back to a community that is once again starting to thrive. The concept to memorialize those who have come before us, is commendable and a great investment back into the community.

On behalf of the Larry Lee Jr and family LLC, I ask that you view this proposal as a vehicle to capture Ft Pierce as a city full of history and do whatever is in your power, to help **"RESTORE THE VILLAGE"** by restoring the memories.

Thank you for your consideration and time in advance.



Lucian (Luke) Lewis III

Authorized Agent



**CITY OF FORT PIERCE**  
**OFFER TO PURCHASE/BID RESPONSE FORM**  
**DISPOSITION OF CITY SURPLUS PROPERTIES**  
 Bid No. 2023-017

Date: 2/19/2023

I/we propose to purchase property located at: **612 NORTH 25<sup>TH</sup> STREET.**

**PROPOSED SUBMITTED BY:**

Legal Name (s): LUCIAN LEWIS III  
 Address: 475 NW DOVER COURT, PORT SAINT LUCIE, FL 34983  
 Day-time Phone Number: 772-577-1166 Mobile Number: SAME AS DAYTIME  
 Email: LUCIANLEWIS1000@GMAIL.COM

**INTENDED USE**

I/we propose to use the property for:

MEMORIAL PARK FOR USE BY THE PUBLIC THAT  
WILL BE FUNDED WITH PRIVATE MONEY

Will this property be your primary residence? \_\_\_\_\_ Yes  No

If not above, what do you intend to develop the property for: \_\_\_\_\_ Rental \_\_\_\_\_ Resale  Other

**IMPROVEMENTS**

In consideration for the City of Fort Pierce transferring the property, I/we propose to make the following improvements. (Provide a detailed description of the project outlining intended use of the property with a description of rehabilitation, renovation, modifications, or new construction):

THE PROPERTY WILL BE USED AS A BOTANICAL GARDEN  
FOR USE BY THE PUBLIC TO DISPLAY COMMUNITY HISTORY  
ITEMS TO ACCOMPLISH THIS FEAT, WILL BE MADE POSSIBLE  
THROUGH BRONZE PLAQUES AND ENGRAVED BRICK PAVERS,  
NAMING CITY PIONEERS AND THEIR TIMELINES. AN ADJOINING  
PROPERTY HAS BEEN DONATED BY THE NEIGHBORING OWNER  
TO INCREASE THE FOOTPRINT AS WELL (Attach pages as needed)

Total value of all proposed improvements to the property: \$ 60,000 DOLLARS

**BID/BID AMOUNT**

I/we offer to pay the City of Fort Pierce \$ 5000 DOLLARS for the property.

**REQUIRED INFORMATION**

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered.

Yes  No **Development Plan** – Preliminary building plans including elevations floor plans, facades and landscaping.

Yes  No **Timeline to complete construction project**

Yes  No **Construction Cost Estimate-** improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.

Yes  No **Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

Yes  No **Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?

Yes  No **Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

**BIDDER'S ACKNOWLEDGEMENT**

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Bidder, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement. The Bidder acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the bid is not met according to an agreed upon timeline.



\_\_\_\_\_  
**Bidder of Authorized Representative**

LUCIAN LEWIS III

\_\_\_\_\_  
**Typed Name**

2/19/2023

\_\_\_\_\_  
**Date**

# CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

**Check "Yes" or "No" to each of the following:**

	<b>YES</b>	<b>NO</b>
Is the Bidder's Narrative/Summary included?	<u>  ✓  </u>	<u>      </u>
Is the proof of Financial Ability/Letter from financial institution included?	<u>  ✓  </u>	<u>      </u>
Is the Development Plan included:	<u>  ✓  </u>	<u>      </u>
Preliminary building plans included	<u>  ✓  </u>	<u>      </u>
Timeline to complete the construction project	<u>  ✓  </u>	<u>      </u>
Construction cost estimates included	<u>  ✓  </u>	<u>      </u>
Landscaping plans	<u>  ✓  </u>	<u>      </u>
Property development utilization	<u>  ✓  </u>	<u>      </u>
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	<u>  ✓  </u>	<u>      </u>
Is the Offer to Purchase Form completed, signed and attached?	<u>  ✓  </u>	<u>      </u>
Bid envelope is marked accordingly.	<u>  ✓  </u>	<u>      </u>

**PLEASE SIGN AND RETURN WITH BID:**



## **LANDSCAPE PLANS**

**A copy of the attached rendering outlines a visual of the landscape conceptional drawing for the proposed project. As an overview, the landscape will exceed the city's requirement for trees and scrubs, as the intended use for this project is a garden like environment.**

**The front view of the project will be lined with hedges in accordance with the city's requirement and be bordered on both sides with like kind scrubs. The rear of the property will host royal palms, while the interior of the garden will embrace ixora plants, crotons and annual flowering planted around benches, to ensure colors year round.**

**Additional trees will be planted throughout the property to provide shade for visitors.**





## LANDSCAPE PROPOSAL

To Larry Lee Jr and Family LLC

Date: 2/7/2022

The below submittal consists of work to be performed at 612 North 25<sup>th</sup> Street and the adjoining property of which both, are described below

Parcel 1- Parcel ID 2404-710-0067-000-3

Parcel 2- Parcel ID 2404-710-0066-000-6

Combined, the total estimate for work at the properties are noted below. Total area is 0.28 acres

- Site survey for the property
- Obtain necessary permitting
- Mobilize equipment needs for the job
- Off-site fueling charge
- Deploy dump trucks for removal of yard waste
- Estimated dump fees
- Grade and level property for preparation
- Bring in fill to meet city elevation requirements
- Prepare landscape with irrigation
- Install irrigation pumps
- Prepare and layout walkway for pavers
- Install/fill/seal pavers
- Landscape property with plantings
- Transport and lay sod

Clear/grade/removal charges- \$14000 dollars

Paver cost/Installation \$16000 Dollars

Irrigation system and lines \$5200 Dollars

Flowers/Sod including labor \$12,500 Dollars

Palm trees donated. Labor only 12 palms \$3000 Dollars

**LANDSCAPE ESTIMATE: \$50,700.00**

## **612 NORTH 25<sup>th</sup> STREET TIMELINE**

- Submit bid by 2/22/23
- Await city review and approval of acceptance
- 30 Days-Upon award review drawings with the city for changes/edits
- 60 Days- respond back with items noted for review corrections
- 75 Days- Apply for any permits needed to move forward
- 90 Days – Start project
- 90-120 days- Engage city during build for recommendations
- 150 Days- complete project/ final approvals
- 180 days or less- Ribbon cutting ceremony with the city and media



February 21, 2023

RE: Lucian Lewis III  
Account #xxxx5751

Dear Sirs:

This letter is giving as per our customer's authorization.

Mr. Lewis has a balance in excess of \$70,000.00 in available funds in our bank.

Do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Margarita Ponte', written over a light blue horizontal line.

Margarita Ponte  
AVP & Assistant Branch Manager  
Ph: 772-293-0635

## **Property Utilization Summary**

The Lincoln Park neighborhood is one of the oldest communities in Fort Pierce. As the city expanded beyond the original Fort established in the 1800's, a settlement called Edgartown emerged and over time, the community developed a bustling commercial district.

During its heyday in the 1950s and 1960s, Avenue D was the main corridor in the Village of Lincoln Park – it was St. Lucie County's bustling center for African American-owned shops, restaurants, businesses and a theater.

As the county began to grow, the 25<sup>th</sup> STREET corridor was also propelled into the limelight when residents traveling from Port Saint Lucie to Vero Beach, quickly realized it provided easy congestion free travel from Port St Lucie to the north end of the county.

Today, the Lincoln Park area is experiencing revitalization, celebrating its rich cultural history and making progress to again become the center of pride for the community.

It is with a mindset to preserve its historical value, the need for a memorial garden to recognize pioneers and their contributions was born. Our vision is to have a place where their struggles and work can be memorialized and visited for generations to come.

The Larry Lee Jr and Family LLC, is spearheading this project through private contributions to create a memorial garden lined with pavers and bronze markers, in recognition of pioneers and their timelines. It will also provide a place of reflection where time will stand still in a forever evolving community and city.

It is with the above summary, that I ask the City of Fort Pierce to consider this bid for the property located at 612 NORTH 25<sup>th</sup> STREET.

Best Regards.

Larry Lee Jr and Family LLC

**7. SELECTION PROCESS/EVALUATION CRITERIA**

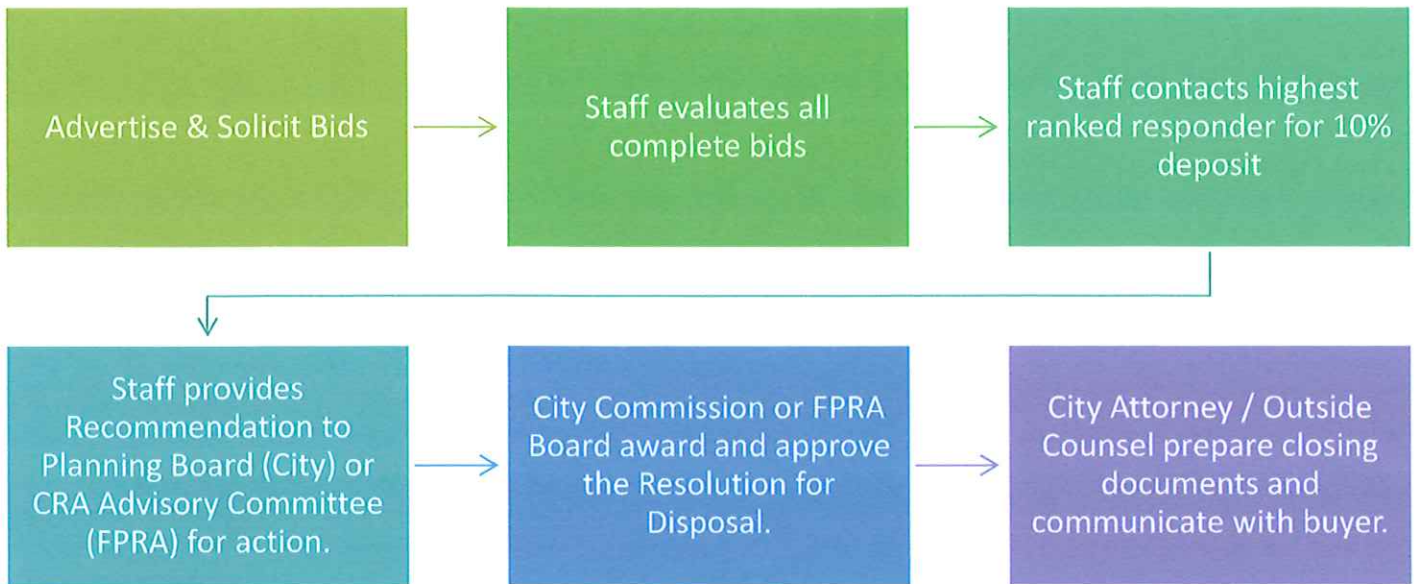
The City of Fort Pierce shall select the best responsive proposer/bid based upon the evaluation criteria, see below.

Bids will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

SCORING/EVALUATION CRITERIA FOR ACCEPTANCE OF SUBMITTALS	POSSIBLE POINTS
<b>Development Plan</b>	<b>MAX 20</b>
Preliminary building plans including elevations, floor plans, facades, landscaping plan	20
Sketches of plans to be developed	15
Detailed description with no drawings	5
<b>Timeline to complete the construction project</b>	<b>MAX 20</b>
Within one year	20
Between 1 to 2 years	15
More than 2 years but less than 3 years	5
<b>Construction Cost Estimates</b>	<b>MAX 10</b>
Detailed cost estimate from licensed contractor	10
Proposer estimated cost with no 3 <sup>rd</sup> party backup	5
<b>Proof of Financial Ability/Letter from Financial Institution (proof of financial ability to purchase the lot and construct)</b>	<b>MAX 15</b>
<b>Property Utilization Developed for Residential Use</b>	<b>MAX 20</b>
Owner Occupied	20
Develop for Resale	15
Neighboring property owner	10
Develop as Rental Property	5
<b>Narrative/Summary of development</b>	<b>MAX 15</b>
<b>Total Project Score</b>	<b>100</b>

**8. AWARD PROCESS**



COPY

To: **The City of Fort Pierce**

From: Lucian Lewis Authorized Agent for Larry Lee Jr and Family LLC

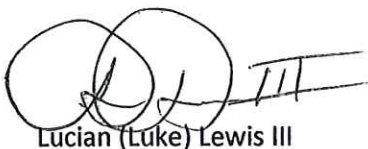
Date: February 22, 2023

Dear, Evaluators,

My intent for this correspondence, is to bring light to what is considered a game changer for the City of Fort Pierce and the Lincoln Park community. The above entity, has embraced giving back to a community that is once again starting to thrive. The concept to memorialize those who have come before us, is commendable and a great investment back into the community.

On behalf of the Larry Lee Jr and family LLC, I ask that you view this proposal as a vehicle to capture Ft Pierce as a city full of history and do whatever is in your power, to help **"RESTORE THE VILLAGE"** by restoring the memories.

Thank you for your consideration and time in advance.

A handwritten signature in black ink, consisting of a large, stylized 'L' followed by 'L' and 'III' with a horizontal line extending to the right.

Lucian (Luke) Lewis III

Authorized Agent

## **SURPLUS PROPERTY SALE AGREEMENT**

**THIS SURPLUS PROPERTY SALE AGREEMENT** ("Agreement") is made and entered into this 14th day of November, 2023 by and between the **FORT PIERCE REDEVELOPMENT AGENCY ("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 Pierce, Florida 34950 ("City") and **LARRY LEE JR AND FAMILY, LLC**, whose address is 7936 Saddlebrook Drive, Port St Lucie, FL 34986 ("Grantee") (collectively, "Parties").

### **WITNESSETH:**

**WHEREAS**, the FPRA owns the real property ("Real Property") described as 612 North 25th Street, Fort Pierce, Florida, 34947 in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2404-710-0067-000-3; and

**WHEREAS**, on November 14, 2023 the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of \$5,000.00 (the "Purchase Price") was authorized via Resolution No. 23-05, 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 FPRA.
3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a neighborhood park called Village Keepers Garden of Hope on the Real Property pursuant to and in conformity with their submitted Bid No. 2023-017 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 180 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

**B. COMMENCEMENT OF CONSTRUCTION**

Grantee shall commence construction within 120 calendar days of receiving the required approvals and building permits.

**C. COMPLETION OF PROJECT**

Grantee shall complete the construction of the neighborhood park and successfully complete all required approvals and building permits within 180 calendar days of the issuance of the 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 building permit(s) was successfully closed out, 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 Grantor, its successors, and its 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 FPRA and the City , and their 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:  
Larry Lee Jr and Family, LLC  
7936 Saddlebrook Drive  
Port St Lucie, FL 34986

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 FPRA'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 FPRA 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.

**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: Alice E Lee  
Print: Alice E. Lee  
Date: 11/8/23

Sign: Miriam Garcia  
Print: Miriam Garcia  
Date: 11/8/2023

**GRANTEE:**

Sign: Larry Lee Jr  
Print: Larry Lee, Jr  
Date: 11/8/23

**FORT PIERCE REDEVELOPMENT AGENCY:**

Sign: \_\_\_\_\_  
Linda Hudson, Chairwoman

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Linda Cox, City Clerk

**APPROVED AS TO FORM & CORRECTNESS:**

\_\_\_\_\_  
Sara K. Hedges, Esq.  
Agency Attorney

**EXHIBIT "A"**  
**BID DOCUMENT NO. 2023-017**  
**612 N 25<sup>th</sup> STREET**

**FPRA Regular Meeting**

**8. d.**

**Meeting Date:** November 14, 2023

**Re:** 1409 Avenue J & 2002 Avenue M Redevelopment Update

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

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**SUBJECT:**

Progression Properties LLC redevelopment update for 1409 Avenue J & 2002 Avenue M requesting an additional extension; deadline to commence construction was November 10, 2024

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**Attachments**

2002 Avenue M Extension Letter

1409 Ave J Extension Letter

Update from Progression October 2023

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**Via Certified Mail**

June 16, 2023

Progression Properties LLC.  
2415 Lake Ibis Lane SW  
Vero Beach, Florida 32962  
Att: Pamela E. Carithers

Re: Bid No. 2021-023 for 2002 Avenue M (the "Property")

Dear Ms. Carithers:

Please accept this letter as notification that the requirements outlined in the City of Fort Pierce Bid No. 2021-023 have not been achieved. Pursuant to the terms of the agreement between the Grantor and Grantee, as documented in the bid (a copy of which is on file with the City Clerk) and the attached deed, it was expected that you would commence the residential construction on the Property within eighteen (18) months from the date of the agreement.

As of the above date, no permit has been obtained that would allow the commencement of construction. As a result, we must remind you that according to the terms of the agreement, Grantor, its successors, and assigns, shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its successors, and assigns.

At the Fort Pierce Redevelopment Agency (FPRA) Board meeting, on June 13, 2023, the FPRA Board approved your request to allow an additional 150 days to commence the construction at the Property. The new deadline is November 10, 2023. If you fail to commence construction by November 10, 2023, or if you fail to comply with all permit requirements, the FPRA may, in its sole discretion, exercise its right to retake the property.

If you have any questions or require additional information, please call (772) 467-3786.

Sincerely,

Linda W. Cox  
City Clerk/Agency Secretary



**Via Certified Mail**

June 16, 2023

Progression Properties LLC.  
2415 Lake Ibis Lane SW  
Vero Beach, Florida 32962  
Att: Pamela E. Carithers

Re: Bid No. 2021-023 for 1409 Avenue J (the "Property")

Dear Ms. Carithers:

Please accept this letter as notification that the requirements outlined in the City of Fort Pierce Bid No. 2021-023 have not been achieved. Pursuant to the terms of the agreement between the Grantor and Grantee, as documented in the bid (a copy of which is on file with the City Clerk) and the attached deed, it was expected that you would commence the residential construction on the Property within eighteen (18) months from the date of the agreement.

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If you have any questions or require additional information, please call (772) 467-3786.

Sincerely,

Linda W. Cox  
City Clerk/Agency Secretary

## Progression Properties, LLC

*Progressive Real Estate Development Co.*  
2415 Lake Ibis Lane sw, Vero Beach, FL 32962  
*Phone:* 407-257-1678; *Fax:* 772-257-6908  
*Email:* [progressionpropertiesllc@gmail.com](mailto:progressionpropertiesllc@gmail.com)  
[www.progressionproperties.net](http://www.progressionproperties.net)



10/24/2023

Ms. Miriam Garcia  
Redevelopment Specialist  
City of Fort Pierce  
100 N. US Hwy 1  
Fort Pierce, FL 34950

~~Dear Ms. Garcia:~~ *Miriam*

The enclosed documents provides an update of the surplus properties project for 1409 Avenue J and 2002 Avenue M for your review. Progression Properties LLC respectfully request an extension of the timeline granted to have considerable movement on both projects.

Permits for both properties have been submitted and is currently in the building department's permitting system. Scrapping up vegetation and grading the both properties is scheduled for the end of this week; so once permits are issued, commencement to fill dirt and pour the house pad can be immediate. The Impact Fee for 1409 Avenue J has been waived or exempted because of replacement or partially destroyed building or structure in existence on or after adopt of the County Impact Fees (see attached letter). 1409 Avenue J consists of two (2) lots under one parcel identification. Progression Properties has filed an application with the Property Appraiser's office Real Estate division to have the parcel split so a second home can be constructed at a later date. I The City Planner Ms. Kerry Charles Driver has confirmed the parcel can be split and both lots meet the minimum lot size to be split. Both new construction properties will be consistent with current developments of the area.

Enclosed you will find 1) application inquiry for 1409 Avenue J demolition; 2) letter of impact fee exemption from St. Lucie County Impact Fee Program manager Joseph Sabater; 3) application request for Real Property Split; 4) property identification card for 1409 Avenue J; 5) survey of both properties, 1409 Avenue J and 2022 Avenue M; and 6) invoices/job quotes from Al's Trucking on the scope of work for clearing both parcels, prepping the land, and pouring the house pad.

Thank you for your time and consideration in this matter, it is greatly appreciated. If you have any questions, please call or email me.

Best Regards,

A handwritten signature in black ink, appearing to read "Pamela Carithers Wright".

Pamela Carithers Wright  
Managing Partner

Application Inquiry-(BPN2001001)-----Application 94-00000506

File Edit Commands Help

**SUPERION**  
NaviLine®

**Property Information**

Address: 1407 AVENUE J  
FT PIERCE, FL 34950

Location ID: 17321

Owner name: 1409 AVENUE J LAND TRU

TAX ID #: 2404-810-0004-000/1

Alternate ID description: 1409 AV J

Zoning: 99 UNKNOWN

**Application Information**

Application status: CLOSED

Status Date: 5/01/1996

Application type: DEMOLITIONS

Application date: 4/25/1994

Valuation: 1700

Square footage: 0

Public building: NO

Reviewed by: PO PERMIT OFFICE

**Contractor Information**

Contractor Name: L.E.B. DEMO & CONSUL. CONT I

Contractor Number: 94-00005085

Type: DEMOLITION CONTRACTO

Status: INACTIVE

Contractor Requirements Doc Number

LIABILITY INSURANCE BINDER

**Outstanding Inspections**

Type	Insp ID	Schedule Date	Confirmation Number
No outstanding inspections exist			

**Work Description**

**CO Information**

Str/Seq	Permit/Seq	Inspection type	Insp Seq	Inspector	Schedule date	Result

Print  
Cancel  
Exit  
Refresh  
Land Inquiry  
Documents  
Images

MVV

**Board of County  
Commissioners**

**Chris Dzadovsky**  
DISTRICT 1

**Larry Leet**  
DISTRICT 2

**Linda Bartz**  
DISTRICT 3  
Vice Chair

**Jamie Fowler**  
DISTRICT 4

**Cathy Townsend**  
DISTRICT 5  
Chair

**Administration**

**George Landry**  
COUNTY  
ADMINISTRATOR

**Dan McIntyre**  
COUNTY ATTORNEY

October 3, 2023

Dear Mrs. Pamela Carithers Wright,

Based on the replacement of a destroyed or partially destroyed building or structure in existence on or after adoption of the following County Impact Fees, an exemption of County Impact Fees can be offered. Additionally, an Impact Fee Exemption calculation has been provided below.

Property Address:	1409 Avenue J	
<b>Assessed Impact Fees for Exemption</b>		
St. Lucie County Impact Fee	Ordinance	SFR < 2,400 Sqft
Parks	Sec 24-182 (Jan 1, 1996)	\$ 2,133.75
Roads	Sec 24-263 (Feb 1, 1986)	\$ 5,336.00
School	Sec 24-29 (Jan 1, 1989)	\$ 6,786.00
Library	Sec 24-139 (Jan 1, 1996)	\$ 335.95
Public Building	Sec 24-221 (Jan 1, 1996)	\$ 456.25
Fire/EMS	Sec 24-64 (Oct 1, 2000)	\$ -
Law Enforcement	Sec 24-104 (Jul 1, 2004)	\$ -
<b>TOTAL IMPACT FEES EXEMPTED</b>		<b>\$ 15,047.95</b>

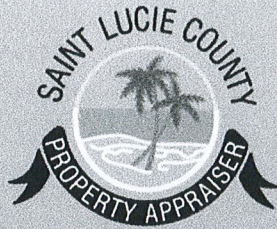
The total County Impact Fee Exemption for the property located at 1409 Avenue J in Fort Pierce, FL is \$15,047.95.

Please note, any additional square footage or change of use may incur additional impact fees above the exemption value. The exemption values for each County Impact Fee may not be used to offset any other fee(s), nor can any excess be refunded. Please feel free to contact our office should you need further assistance.

Regards,



Joseph Sabater  
Impact Fee Program Manager



**Michelle Franklin, CFA**  
*Property Appraiser*

## Request for Real Property Split Tax Year 2,023.0

List parcel(s) number(s) you wish to split.

2404-810-0004-000-1

Please provide a survey, sketch, or legal description clearly defining the new property boundaries.  
**SLCPA will not create or draft new property descriptions.** *Attach additional sheet if necessary.*

Legal Description:

RE-S/D OF JELLISONS S/D BLK c LOTS 4 AND 5

Survey is attached.

Please confirm and initial the following as accepted and completed.

I am the owner of record, legal agent or have power of attorney for the owner of record. *Written proof is required for agents and those with power of attorney.*

Real Estate taxes are current.

Parcels are contiguous and in the same jurisdiction.

Verified with the St. Lucie County Planning and Development Services or other Jurisdictional Agency as to what adverse effects, if any, this split may have on the property.

Mortgage lender (if applicable) has been notified and approves of this change. *Splitting mortgaged property could cause a problem with payment of taxes and may violate covenants within the Lenders Security Instrument.*

I understand splitting parcels **may increase taxes** by affecting existing capped values and/or exemptions.

Owner Signature: *Pamela C. Wright*

Date: 10/20/2023

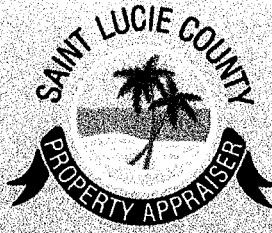
Printed Name: Pamela C. Wright

Phone: 407-257-1678

Deputy Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**Michelle Franklin, CFA**  
*Property Appraiser*

## Request for Real Property Combination Tax Year \_\_\_\_\_

List parcel numbers you wish to combine.

\_\_\_\_\_  
\_\_\_\_\_

### Detailed Instructions

Legal Description:  
RE-S/D OF JELLISONS S/D BLK c LOTS 4 AND 5  
  
Survey is attached.

Please confirm and initial the following as accepted and completed.

- I am the owner of record, legal agent or have power of attorney for the owner of record. *Written proof is required for agents and those with power of attorney.*
- Real Estate taxes are current.
- Parcels are contiguous and in the same jurisdiction.
- Title (ownership) is the same for each parcel.
- Verified with the St. Lucie County Planning and Development Services or other Jurisdictional Agency as to what adverse effects, if any, this combination may have on the property.
- All mortgage lenders (if applicable) have been notified of this change. ***Combining mortgaged property with un-mortgaged property may create an escrow shortage resulting in a higher mortgage payment and could create significant issues in the case of a foreclosure.***
- I understand combining parcels **may increase taxes** by affecting existing capped values and/or exemptions.
- I **decline Contiguous Homestead**, which was explained and presented as an alternative to a combination.

Owner Signature: \_\_\_\_\_

Date: 10/20/2023

Printed Name: \_\_\_\_\_

Phone: 407-257-1678

Deputy Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**Michelle Franklin, CFA**  
*Property Appraiser*

**IMPORTANT NOTICE**

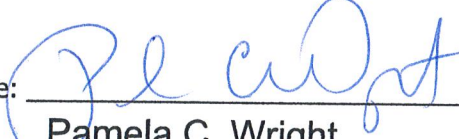
A parcel split/combination by the Property Appraiser is for taxation purposes only and does not imply legality of new land description created by owner's request, the legality for such parcel to be conveyed via land title, nor the suitability for such parcel to be developed. Contact the appropriate land development, zoning, and/or planning department of your jurisdiction for questions concerning property development. **Pursuant to Florida Statute 197.192 the Property Appraiser's office shall not split or combine parcels until all taxes due or delinquent have been paid to the Tax Collector.**

**HOMESTEAD PROPERTY:** The land **split** of a homestead property will result in the removal of the Save Our Homes 3% assessment cap limitation from the newly created (split-out) parcel. The new (split-out) parcel will be assessed at market value, generally resulting in an increase in taxable value. If at a future date the property owner desires to re-combine the property, the new (split-out) parcel will be combined back with the homestead parcel at its current market value. The Save Our Homes cap **will not** be restored to its former level. When **combining** any parcel with a homestead parcel, the full market value of the non-homestead parcel will be added to the assessed value of the homestead parcel for the current tax roll. In subsequent tax years, the Save Our Homes assessment cap shall protect that value.

**NON-HOMESTEAD PROPERTY:** The land split or combination of non-homestead property will result in the removal of the 10% assessment cap limitation and the assessment of the parcel(s) at full market value. *Per Florida Statute 193.1554(7) and 193.1555(7)*

Parcel **Contiguous to Homestead** Property. Vacant property contiguous/adjacent to homestead property is eligible to receive the Save Our Homes assessment cap limitation, provided that the contiguous parcel is used in conjunction with homestead property. The contiguous parcel will retain its unique parcel identification number and legal description. *Per Florida Statute 196.031 (1)(a)*

By signing below, whether by the owner or the owner's representative, acknowledges they have read, understand, aforementioned.

Owner  
Signature:  Date: 10/20/2023  
Print Name: Pamela C. Wright Phone: 407-257-1678  
Representative: \_\_\_\_\_

**TO BE COMPLETED BY REAL ESTATE DEPT 772.460.3315**

This split/combination will be effective for the 20\_\_ tax year.

Deputy Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

### Property Identification

Site Address: 1409 Avenue J  
 Sec/Town/Range: 04/35S/40E  
 Parcel ID: 2404-810-0004-000-1  
 Jurisdiction: Fort Pierce

Use Type: 8900  
 Account #: 131124  
 Map ID: 24/04S  
 Zoning: Medium Den

### Ownership

1409 Avenue J Land Trust  
 122 E Lake AVE  
 Longwood, FL 32750

### Legal Description

RE-S/D OF JELLISONS S/D BLK C LOTS 4 AND 5

### Current Values

Just/Market Value: \$20,200  
 Assessed Value: \$20,200  
 Exemptions: \$0  
 Taxable Value: \$20,200



### Property taxes are subject to change upon change of ownership.

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

### Total Areas

Finished/Under Air (SF): 0  
 Gross Sketched Area (SF): 0  
 Land Size (acres): 0.23  
 Land Size (SF): 10,080

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

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

### Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Dec 20, 2021	4758 / 0103	0130	WD	Progression Properties LLC	\$0
Nov 30, 2021	4746 / 0268	0111	QC	Fort Pierce Redevelopment Agency	\$6,200
May 22, 2007	2868 / 1582	XX03	DEED	St Lucie County,	\$100
Jul 26, 2004	2026 / 2412	XX01	TXDEED	Johnson Eric L	\$0
Oct 31, 1990	0717 / 0799	XX02	QC	Johnson Jr Augustus	\$100

### Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

#### Exterior Data

View: Roof Cover: Roof Structure:  
 Building Type: Year Built: N/A Frame:  
 Grade: Effective Year: N/A Primary Wall:

Story Height:

No. Units: 0

Secondary Wall:

Interior Data

Bedrooms: 0  
Full Baths: 0  
Half Baths: 0  
A/C %: 0%

Electric:  
Heat Type:  
Heat Fuel:  
Heated %: N/A%

Primary Int Wall:  
Avg Hgt/Floor: 0  
Primary Floors:  
Sprinkled %: 0%



Image  
or  
Sketch  
unavailable  
for display

Sketch Area Legend

Sub Area Description Area Fin. Area Perimeter

Special Features and Yard Items

Type Qty Units Year Blt

Current Year Values

Current Values Breakdown

Building: \$0  
Land: \$20,200  
Just/Market: \$20,200  
Ag Credit: \$0  
Save Our Homes or 10% Cap: \$0  
Assessed: \$20,200  
Exemption(s): \$0  
Taxable: \$20,200

Current Year Exemption Value Breakdown

Tax Grant Code Description Amount  
Year Year

Current Year Special Assessment Breakdown

Start Year AssessCode Units Description Amount  
2010 0041 0.4 Fort Pierce Stormwater Charge \$27.60

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year Just/Market Assessed Exemptions Taxable  
2023 \$20,200 \$20,200 \$0 \$20,200  
2022 \$22,800 \$22,800 \$0 \$22,800  
2021 \$17,800 \$3,854 \$3,854 \$0  
2020 \$6,200 \$3,504 \$3,504 \$0

## Permits

Number	Issue Date	Description	Amount	Fee
F910001156	Sep 12, 1991	Roof	\$1,800	\$1,800
F94-000506	Apr 25, 1994	Demolition	\$100	\$100
F98-001103	Aug 28, 1998	Demolition	\$0	\$0

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

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

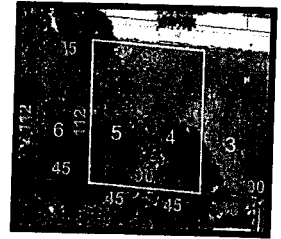
© Copyright 2023 Saint Lucie County Property Appraiser. All rights reserved.

# 1409 AVENUE J, FORT PIERCE, FL. 34950

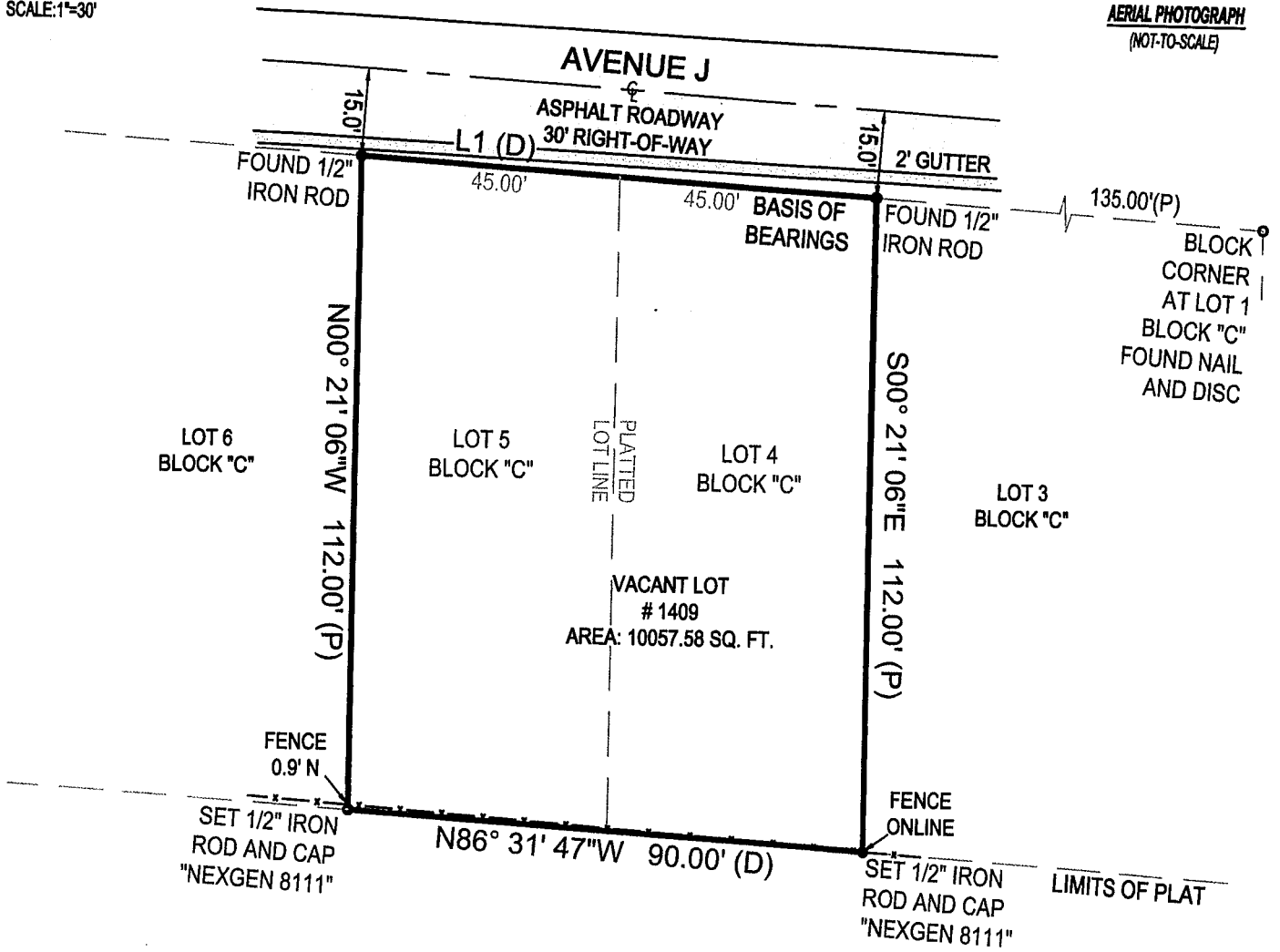


SCALE: 1"=30'

LINE TABLE		
	BEARING	LENGTH
L1	S86° 31' 47"E	90.00'



AERIAL PHOTOGRAPH  
(NOT-TO-SCALE)



- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

SHEET 1 OF 2 (SKETCH OF SURVEY) - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, AND OTHER SURVEY RELATED DATA. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

The survey map & report or the copies thereof are not valid without the digital signature and seal of a Florida licensed surveyor and mapper

Date of Field Work : 06-27-2023  
 Drawn By: Oleg  
 Order #: 210953  
 Last Revision Date: None  
 Boundary Survey prepared by: LB8111  
 NexGen Surveying, LLC  
 561-508-6272  
 1547 Prosperity Farms Rd  
 West Palm Beach, FL 33403

# NEXGEN

SURVEYING, LLC.



File #:

Order #: 210953

**LEGAL DESCRIPTION OF: 1409 AVENUE J, FORT PIERCE, FL, 34950**

LOTS 4 AND 5 BLOCK C, JELLISON RE-SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 78, AND IN PLAT BOOK 4, PAGE 86, OF THE PUBUC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

**CERTIFIED TO:**

**FLOOD ZONE:**

12111C0179K

ZONE: X

EFF: 02/19/2020

**SURVEY NOTES:**

- FENCES LIE NEAR BOUNDARY LINES AS SHOWN, OWNERSHIP NOT DETERMINED.
- FENCES CROSS THE BOUNDARY LINE ON WESTERLY SIDE OF LOT AS SHOWN.

**LEGEND**

- A/C -AIR CONDITIONER
- WM -WATER METER
- AL - ARC LENGTH
- (C) -CALCULATED
- (M) -MEASURED
- P.O.B. -POINT OF BEGINNING
- P.O.C. -POINT OF COMMENCEMENT
- & -AND
- P.B. -PLAT BOOK
- PG -PAGE
- U.E. -UTILITY EASEMENT
- D.E. -DRAINAGE EASEMENT
- P.U.E. -PUBLIC UTILITY EASEMENT
- L.A.E. -LIMITED ACCESS EASEMENT
- L.M.E. -LAKE MAINTENANCE EASEMENT
- O.H.E. -OVERHEAD EASEMENT
- R -RADIUS
- (R) -RECORD
- O.R.B. -OFFICIAL RECORDS BOOK
- Sq.Ft. -SQUARE FEET
- Ac. -ACRES
- DB -DEED BOOK
- (D) -DEED
- (P) -PLAT
- EOW -EDGE OF WATER
- TOB -TOP OF BANK
- OHL -OVERHEAD LINE
- C/O -CLEAN OUT
- ELEV -ELEVATION
- FF -FINISHED FLOOR
- LS -LICENSED SURVEYOR
- LB -LICENSED BUSINESS
- PSM -PROFESSIONAL SURVEYOR & MAPPER
- x - FENCE
- # -NUMBER
- ± -PLUS OR MINUS
- -ASPHALT
- -CONCRETE
- -PAVER/BRINCK
- -WOOD
- ☀ -LIGHT POLE
- ⊕ -WELL
- ⊗ -WATER VALVE
- ⊙ -CENTER LINE
- -CATCH BASIN
- ⊕ -FIRE HYDRANT
- ⊙ -UTILITY POLE
- ⊗ -MANHOLE
- ▲ -ELEVATION

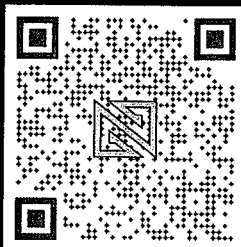
SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING.

**GENERAL NOTES:**

- 1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- 2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- 5) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- 6) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
- 7) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- 8) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)

LB 8111

info@NexGenSurveying.com



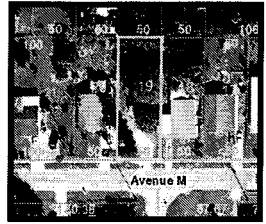
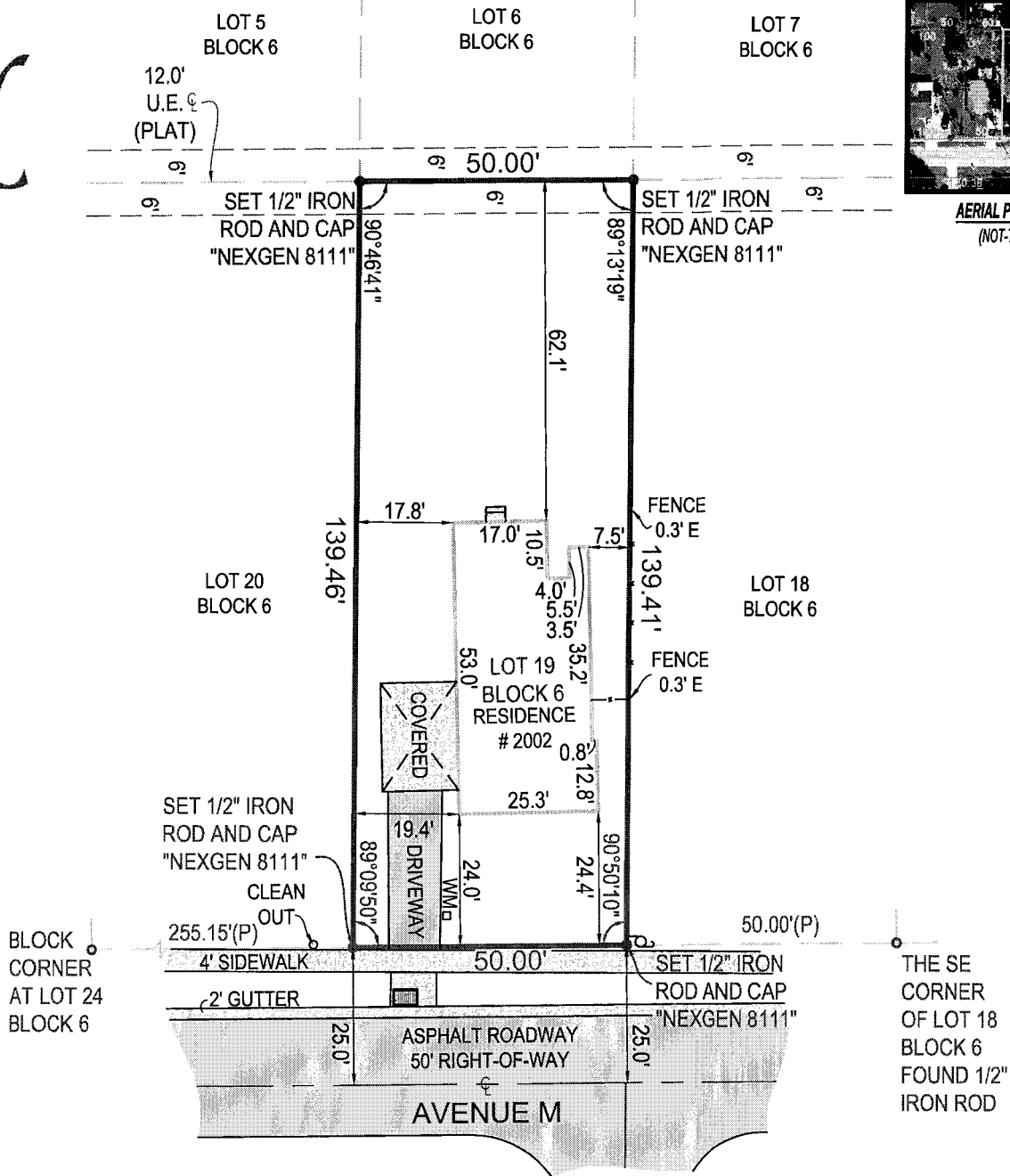
561-508-6272

1421 Oglethorpe Rd  
 West Palm Beach  
 FL 33405

# 2002 AVENUE M, FORT PIERCE, FL. 34950



SCALE: 1"=30'



**AERIAL PHOTOGRAPH**  
(NOT-TO-SCALE)

- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

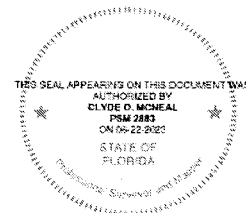
**SHEET 1 OF 2 (SKETCH OF SURVEY) - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, AND OTHER SURVEY RELATED DATA. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS**

The survey map & report or the copies thereof are not valid without the digital signature and seal of a Florida licensed surveyor and mapper

Date of Field Work : 06-20-2023  
 Drawn By: Oleg  
 Order #: 210956  
 Last Revision Date: None  
 Boundary Survey prepared by: LB8111  
 NexGen Surveying, LLC  
 561-508-6272  
 1547 Prosperity Farms Rd  
 West Palm Beach, FL 33403

# NEXGEN

SURVEYING, LLC.



**LEGAL DESCRIPTION OF: 2002 AVENUE M, FORT PIERCE, FL, 34950**

LOT 19, BLOCK 6, SOUTHERN PINES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 68, OF THE PUBUC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

**CERTIFIED TO:**

**FLOOD ZONE:**

12111C0178J  
ZONE: X  
EFF: 02/16/2012

**SURVEY NOTES:**

- DRIVEWAY CROSSES THE BOUNDARY LINE ON SOUTHERLY SIDE OF LOT AS SHOWN.
- FENCES LIE NEAR BOUNDARY LINES AS SHOWN, OWNERSHIP NOT DETERMINED.
- FENCES CROSS THE BOUNDARY LINE ON EASTERLY SIDE OF LOT AS SHOWN.

**LEGEND**

- A/C -AIR CONDITIONER
- WM -WATER METER
- AL -ARC LENGTH
- (C) -CALCULATED
- (M) -MEASURED
- P.O.B. -POINT OF BEGINNING
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- & -AND
- P.B. -PLAT BOOK
- PG -PAGE
- U.E. -UTILITY EASEMENT
- D.E. -DRAINAGE EASEMENT
- P.U.E. -PUBLIC UTILITY EASEMENT
- L.A.E. -LIMITED ACCESS EASEMENT
- L.M.E. -LAKE MAINTENANCE EASEMENT
- O.H.E. -OVERHEAD EASEMENT
- R -RADIUS
- (R) -RECORD
- O.R.B. -OFFICIAL RECORDS BOOK
- Sq.Ft. -SQUARE FEET
- Ac. -ACRES
- DB -DEED BOOK
- (D) -DEED
- (P) -PLAT
- EOW -EDGE OF WATER
- TOB -TOP OF BANK
- OHL -OVERHEAD LINE
- C/O -CLEAN OUT
- ELEV -ELEVATION
- FF -FINISHED FLOOR
- LS -LICENSED SURVEYOR
- LB -LICENSED BUSINESS
- PSM -PROFESSIONAL SURVEYOR & MAPPER
- x - FENCE
- # -NUMBER
- ± -PLUS OR MINUS
- [Pattern] -ASPHALT
- [Pattern] -CONCRETE
- [Pattern] -PAVER/BRINCK
- [Pattern] -WOOD
- [Symbol] -LIGHT POLE
- [Symbol] -WELL
- [Symbol] -WATER VALVE
- [Symbol] -CENTER LINE
- [Symbol] -CATCH BASIN
- [Symbol] -FIRE HYDRANT
- [Symbol] -UTILITY POLE
- [Symbol] -MANHOLE
- [Symbol] -ELEVATION

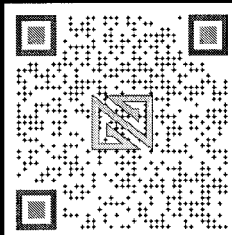
SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING.

**GENERAL NOTES:**

- 1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- 2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- 5) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- 6) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
- 7) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- 8) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)

**LB 8111**

info@NexGenSurveying.com



**561-508-6272**

1421 Oglethorpe Rd  
West Palm Beach  
FL 33405

Contractors Invoice

WORK PERFORMED AT:

TO: Pam Carithers  
1409 Ave J  
Progressim Properties LLC

All's trucking By: Albert Rollo  
772 4138582

DATE 10/11/2023

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

\* Scraping up vegetation and take out stomp \$ 1250

\* Fill dirt 30 load at \$225 each \$ 6750

\* house pad \$ 1000

\* Compact \$ 500

\* Compact test by KSM testing service

\* 1 lift is \$250  
if have to do a second lift would be \$ 500

Total. \$ 10,000

Albert Rollo

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

*[Signature]*

Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Contractors Invoice

WORK PERFORMED AT:

TO: Progression Properties LLC  
1407 AVE J

AI's trucking by: Albert Rolk  
772 413 8582

DATE 10/11/2023

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

- \* Scrape up Vegetation and take out Stump \$ 1250
- \* Fill dirt 30 load at \$225 a load \$ 6750
- \* house pad \$1000
- \* compact \$ 500
- \* compact test by KSM testing Service
- \* 1 lift is \$250  
if have to do a 2nd lift would be \$ 500

Albert Rolk

Total \$ 10,000

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Contractors Invoice

WORK PERFORMED AT:

TO: Progression Properties  
2002 Ave M.

Al's trucking By Albert Rolle  
772 413 8582

DATE 10/11/2023

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

\* Cleaning lot and remove trees \$3000

x 1 tree in front stay

\* House pad. \$1000

x Compact \$500

\* KSM testing \$500 \$500

\* Fill dirt 40 load \$9,000  
at \$225 a load

Total \$14,000

Albert Rolle

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

*Albert Rolle*  
Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

**FPRA Regular Meeting**

**8. e.**

**Meeting Date:** November 14, 2023

**Re:** General Contractor Services Agreement for the Exterior Restoration of Old St. Anastasia, Bid No. 2023-037, for the Amount of \$588,168.46

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

---

**SUBJECT:**

General Contractor Services Agreement for the Exterior Restoration of Old St. Anastasia, Bid No. 2023-037, for the Amount of \$588,168.46.

**SUMMARY:**

On August 8, 2023, the Fort Pierce Redevelopment Agency (FPRA) Board awarded Request for Proposals, Bid Number 2023-037, to Innovative Masonry Restoration, LLC, for the exterior restoration of the Old St. Anastasia Catholic School Building. The Board directed staff to enter contract negotiation with the awardee. The FPRA has budgeted \$500,000 for the exterior restoration as part of a multi-phased approach toward the redevelopment of the site. City staff is recommending an increased budget at a total of \$588,168.46, which is based upon negotiation with the awardee.

The exterior restoration of Old St. Anastasia will help achieve the FPRA’s goal to eliminate slum and blight and support historic preservation and cultural heritage activities within the redevelopment area.

**RECOMMENDATION:**

Staff recommends approval of the agreement.

**ALTERNATIVES:**

Staff will proceed as directed by the FPRA Board

**RESPONSIBLE STAFF:**

Marsha Commond, Redevelopment Specialist

**COORDINATED WITH:**

Nick Mimms, City Manager  
Shyanne Harnage, Economic Development Manager

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 23-24  
**Account:** 1049400-562100  
**Amount:** \$588,168.46

**OTHER INFORMATION:**

N/A

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**FPRA Regular Meeting**

**8. f.**

**Meeting Date:** November 14, 2023

**Re:** Discussion and direction regarding the Unsolicited Development Proposal submitted by ACCEL Schools and TechnoArts Academy for the purchase and redevelopment of Old St. Anastasia School

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

---

**SUBJECT:**

Discussion and direction regarding the Unsolicited Development Proposal submitted by ACCEL Schools and TechnoArts Academy for the purchase and redevelopment of Old St. Anastasia School

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**Attachments**

ACCEL Schools

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ACCEL SCHOOLS



# Development Proposal

St. Anastasia's School

910 Orange Avenue, Fort Pierce, Florida



## Executive Summary

**ACCEL Schools is a K-12 Educational Management Organization based in McLean, Virginia, currently serving over 11,500 students. ACCEL does not focus on one particular student demographic, nor subscribe to one specific school model or educational philosophy but rather focuses on each school to maximize student performance. ACCEL Schools tailors blended learning solutions and management services to meet the unique needs of each student and school. ACCEL Schools partners with each school board of directors to deliver a high-performing institution. Most ACCEL schools are in cities with high percentages of economically disadvantaged students.**

- At ACCEL Schools, we believe in creating successful schools one child at a time. Our focus on tailoring the learning experience to each individual makes us a different kind of K-12 education management organization. Our network of charter schools is proving that it's not where you start, it's where you are going that counts.
- While each ACCEL School is a unique reflection of its community and students, with its own identity and vision, all of our schools hold five common principles at their core to provide a strong foundation of learning. Every ACCEL school is:



Academic Excellence



Individualized Learning



Safe and Caring



Community Partnership



Accessible to All

- Our expertise is in operating schools efficiently and effectively. Whether we are hired to start a new school, manage an existing school, or turn around a failing school, we bring a proven integrated educational platform to the partnership. We see each school as an educational ecosystem and customize our services to the unique needs of each school community. We start quickly and plan for long-term success.

## Project Overview

ACCEL Schools proposes to restore the former St. Anastasia's School building to operable condition and re-open the site as a school that will serve as an anchor in the community. ACCEL Schools brings an expansive mindset with a total commitment to providing additional services that benefit students, their families and the community as a whole.

## Project Description

The current site consists of three parcels of land totaling 3.52 acres improved with one three-story school building constructed in 1914 and totaling 13,782 square feet (sf) of usable area. The building was added to the U.S. National Register of Historic Places in August 2000.

ACCEL Schools proposes to restore the building to operational condition to serve as a community school, community center and park. The deferred maintenance and dilapidation of the building will require interior demolition and construction, electrical work (including temporary service), plumbing repairs, HVAC replacement, general carpentry, playground and sports field, on-site parking, ADA accommodations and finish work. Given that the site previously was designed and operated as a school, it is anticipated that no zoning variances would be required.

## Community Partnership

At ACCEL Schools, we believe that those who live and work in a community know it best. We are committed to partnering with school and government leaders to serve the community and meet agreed-upon needs. Families come to our schools because other school options have not met their needs. ACCEL Schools provide a safe space where families feel appreciated and invited to partner in their child's education. ACCEL is committed to continuing its work to improve educational quality and choice by providing small learning environments, innovative teaching strategies, and a strong sense of community.

ACCEL Schools is partnering with TechnoArts Academy to manage and operate the St. Anastasia's School building as a new charter school.

Founded by Dawn Hauptner, TechnoArts Academy is a new Kindergarten through Grade 5 tuition-free charter school that will provide students a well-rounded curriculum with an intensified Literacy program, creative applications in the Arts and enhanced teaching and learning through integrating Computer Science. The augmented curriculum will also adhere to the requirements of the Florida Standards, fully preparing our students for proficiency in Reading and Math and high overall academic achievement.

The **mission** of TechnoArts Academy is to provide to our students an innovative, technology and arts integrated curriculum with an intensified focus on Literacy; through a team of well-trained and highly effective teachers and leaders; creating responsible 21st Century skilled learners; in a safe, structured, and nurturing environment.

The **vision** of TechnoArts Academy is to empower all students to embrace learning and grow into a creative community of learners by offering a diverse Computer Science, Arts and Literacy infused curriculum encouraging high individual achievement for all students.



Our rigorous CS + Arts + Literacy infused curriculum will provide coursework that will instill strong Reading abilities during the time when students are learning to read and making the transition to reading to learn. Incorporating enhanced Literacy, CS and Arts components into all subject areas (language arts, math, social studies, science, health/PE) will build a creative atmosphere where students will collaborate with each other and understand the interconnectedness of multiple subjects that will carry over into an understanding of our interconnected world.

TechnoArts Academy will be open to all eligible students in kindergarten through grade 5 (at full capacity) residing in St. Lucie County and surrounding counties through a controlled open enrollment. The proposed charter school's framework for integrating CS + Arts + Literacy is more than using one discipline as a teaching tool for another. It's a more intentional integrator that connects the teaching of different subjects in a way that requires them to work as a whole.



Our philosophy is to provide a high-quality CS + Arts + Literacy education to our students that will create an environment of active learning, high standards and foundational understanding. Their learning will continue beyond the classroom with our TechnoArts@Home enrichment projects that will require family and community participation. To fulfill our vision of "empowering all students to embrace learning and grow into a creative community of learners," we will be integrating CS + Arts + Literacy into all subject areas. The proposed school will work together with the community and parents to meet high standards of student achievement and offer a stable academic foundation that will encourage each student to perform at his or her highest level.

The biggest educational and achievement gap is in Literacy. If we deliver intense, effective and increased daily reading and writing instruction beginning in Kindergarten, that meets the needs of all students, we are confident that we will be able to accomplish our reading proficiency goals each year.

TechnoArts Academy has established a governing Board of highly dedicated members of our community who are enthusiastic about bringing this unique educational program to St. Lucie County. The board members will ensure the school's success through effective teaching and training, external accountability, and high-quality leadership. Together, the board and the school's leaders bring a diverse set of backgrounds and skills that will be a contributing factor to the school's long-term success. This will be demonstrated through its academic performance as well as the fiscal and organizational well-being of the school.

## Leadership Team

ACCEL Schools is led by a visionary team with a proven track record of driving educational innovation on a large scale and across socio-economic and geographic lines.

### **Ron Packard- Chief Executive Officer, Pansophic Learning/ACCEL Schools**

Ron Packard is the CEO and Founder of Pansophic Learning, a global technology-based education company. Packard is a well-known educator, entrepreneur and visionary as well as the author of the highly regarded and reviewed book *Education Transformation*. Packard was previously the long time CEO and Founder of K12 Inc. He oversaw the growth of K12 from just an idea to almost one billion dollars in revenue, making it one of the largest education companies in the world. During his tenure, revenue compounded at near 80%. Before K12, Packard was the Vice President of Knowledge Universe and CEO of Knowledge Schools, one of the nation's largest early childhood education companies. He was also instrumental in the successful investments in Learn Now, Children's School USA, Leapfrog, TEC, and Children's Discovery Center. Packard also worked for McKinsey & Company and for Goldman Sachs in mergers and acquisitions. Packard has received the Education Industry Association's James P. Boyle Entrepreneurial Leadership Award, as well as the Ernst & Young Entrepreneur of the Year Award in the IT Services & Solutions category in Greater Washington. The University of Chicago's Booth School of Business named him a Distinguished Alumni, and he also received an Outstanding Leadership Award from the United States Distance Learning Association. He sits on the Digital Learning Council. Packard previously served on the Department of Defense's Education Advisory Committee. Packard has been featured on nationwide radio and television shows and magazines, including Bloomberg TV, Forbes, and the Washington Post to name a few. He holds a B.A. from the University of California at Berkeley and an M.B.A. from the University of Chicago, both with honors.

### **Maria Szalay- Chief Operating Officer. Pansophic Learning/ACCEL Schools**

Maria Szalay, Cofounder and Chief Operating Officer brings over 20 years of strategy, operations and development capability to Pansophic Learning. Ms. Szalay joined K12 in 2000 and was instrumental in growing K12 from a pre-revenue startup to a \$900 million public company. In this time, she served in a variety of roles including product management, product development, operations, strategy, and corporate development. Prior to joining K12, Ms. Szalay served as practice director at Operon Partners, an e-business consulting firm. At Operon Partners, Ms. Szalay led consulting teams assisting clients with turnkey eBusiness strategy, product management and business transformation consulting services. She worked directly in client organizations developing business plans to obtain funding, and also assisted with the implementation of online initiatives, with specialized expertise in integrating these solutions with their brick-and-mortar business. Prior to joining Operon Partners, she worked at Telecom New Zealand rolling out the company's Online Solutions business, where she was instrumental not only in developing the online strategy and implementation plan for Telecom Broadband, but also in executing to the implementation plan. Prior to that, Ms. Szalay worked for eight years as a management consultant at KPMG, assisting clients with systems implementations, product marketing and placement initiatives, including new product and service launches. Ms. Szalay started her career at Shearson Lehman. She holds a BS/BA from Virginia Polytechnic Institute and State University and an MBA from American University

## **Dawn Hauptner- CEO/Founder, TechnoArts Academy**

Dawn Hauptner is the founder and creator of TechnoArts Academy, an innovative elementary school for kindergarten to grade 5 with a focus on Computer Science, the Arts and intensive Literacy. The goal of this school will be to provide students an opportunity to excel academically, technologically, creatively, and become proficient in all areas of literacy.

Dawn's unique abilities extend beyond creating the educational programs for TechnoArts Academy, she also creatively wrote three 500-page application proposals that was unanimously approved by all three school district boards she applied to within a three-month period.

Along with the school's exclusive programs in Literacy, she created an English Language Learner (ELL) program that will give non-English speaking students and families an exceptional education not offered anywhere else. Her endeavors have attracted the interest from a major corporation such as Timekettle (CES Most Innovative Company 2022) who is partnering with her on a one-of-a-kind ELL program where artificial intelligence will be used to aid non-English speaking students into learning an English curriculum. The Literacy Plus program that she developed will give all students an intensive literacy education that includes introducing a 150-minute daily literacy block and a unique blended model of learning.

Before creating TechnoArts Academy, Dawn was involved in the Educational Industry that included operations, marketing, recruiting, finance, developing educational programs, and events at an "A" rated, nationally acclaimed charter school. This included creating a foundation for the school, installing numerous educational programs, creating various fund-raising and recruiting events, and was instrumental in keeping the educational business financially sound. Dawn's unique marketing and recruiting plans increased the student enrollment from 860 students to 1050 over the first two- year period it was implemented and brought visitor attendance at events up to record numbers.

Dawn's experience in events creation, recruiting, and marketing include:

- Palm Beach International Film Festival Opening Night Parties (Creator, Marketing)
- Cell Phone Film Festival for Middle School Students (Founder, Marketing & Recruiting)
- Celebrate Veteran's Memorial Day Car & Bike Show (Creator, Marketing & Fundraising)
- X-Scream Halloween (Marketing & Fundraising)
- Adopt a Veteran Program (Endorsed by Senator Bob Dole, School-wide program)
- Film Studio Student Internship Program
- Casablanca Artistry Film Program
- Commercial Challenge for Middle and High School Students (Creator, Marketing & Recruiting)

Dawn graduated with a Master's in Business Administration from Florida Atlantic University and a Bachelor of Science in Law (focus Corporate Law) from Florida Gulf Coast University, graduating Summa Cum Laude.

## Project Financial Information

Due to the age of the property, a considerable amount of work is required to restore the site to usable condition. We estimate the repairs and restoration budget will be approximately \$2 Million. ACCEL Schools has built and sustained relationships with a wide array of investors who are committed to investing in opportunities that have the potential to bring about positive change through high quality, community centric educational programs. We are committed to securing the capital required to improve the building to meet code and ensure the finished space is welcoming and inviting to all members of the community. Ongoing operational costs will be sustained through state and federal funding, including grants and ongoing strategic partnerships.



One of the most challenging aspects of managing renovation projects is timing and adherence to budget, coupled with the unexpected challenges that arise when restoring an old building. The ACCEL Project Team has a proven track record of delivering projects on-time and on-budget. The projected timeline for this project is completion for occupancy by July of 2024.

## Relevant Prior Project Experience

ACCEL Schools has a dedicated Project Team with extensive experience starting successful schools. In collaboration with other members of the Accel Schools Team, over the last five years, they have launched dozens of new schools and managed a portfolio of existing schools. ACCEL Schools currently operates over 80 Brick and Mortar campuses and virtual schools in Arizona, California, Colorado, Michigan, Minnesota, and Ohio. Our real estate and facilities management teams have a combined 200+ years of experience navigating real estate investment projects and expanding our portfolio of successful development and expansion projects. We are committed to utilizing community-based and minority-owned construction firms for the project and utilizing sustainable, environmentally friendly building products to the extent possible.

### **South Columbus Preparatory Academy at German Village**

Most recently, the ACCEL team renovated the property located at 387 E. Beck St., in the German Village neighborhood of Columbus, Ohio. The renovation of this historic 40,000 sf school building included approximately \$625,000 in renovation work in less than ninety days. The scope of work included roof repairs, electrical and plumbing updates, exterior tuck pointing and masonry work, fire and safety system upgrades, and general carpentry and cosmetic improvements. The building now houses South Columbus Preparatory Academy at German Village.



## Marion Preparatory Academy

In Marion, Ohio, ACCEL renovated a former parochial school, originally built in 1958. This project included electrical, HVAC, and plumbing repairs and upgrades as well as ensuring the space met all code requirements for occupancy. The space now serves as home to Marion Preparatory Academy, which has more than doubled in enrollment since the school's inception in 2019.



## Niles Preparatory Academy

The ACCEL team purchased and renovated the former Saint Stephen School, originally established in 1869 at 45 Chestnut Street in Niles, Ohio. The project included roofing, HVAC, plumbing, carpentry and outdoor improvements, including a new playground. The school currently has over 160 students.



### Eastland Preparatory Academy

The ACCEL team also has experience with non-traditional spaces, including the transformation of a former Macy's storefront in the Eastland Mall Plaza into a beautiful and inviting educational space on the east side of Columbus, Ohio, which is currently home to approximately 325 students since opening in the fall of 2018.





## Letter of Intent

We are pleased to submit this non-binding Letter of Intent ("LOI") on behalf of a to-be-determined affiliate or subsidiary of ACCEL Schools LLC ("Developer") to Fort Pierce Redevelopment Agency ("Seller") for the purchase and development of the three parcels of land totaling 3.52 acres improved with one three-story school building constructed in 1914 and totaling 13,782 square feet (sf) of usable area ("Property") on the proposed basic terms and conditions below:

- 1. Purchase and Development Agreement:** Following the full execution of this LOI, Developer and Seller shall work together in good faith cooperation to prepare and finalize a purchase and development agreement ("Development Agreement" or "PADA"), setting forth the terms and conditions applicable to the purchase and development of the Property.
- 2. Development Conditions and Restrictions:** Developer understands and appreciates the Seller's goal of developing and revitalizing the Property into a fully operational school and playground/park. In view of these goals (and as consideration for the Seller's sale of the Property), Developer is willing to accept title to the Property subject to binding, of-record covenants, restrictions, limitations and conditions relating to Developer's redevelopment of the Property, including its renovation of the existing school building, and subject to Section 4 below, its development of park space on the Property, and the public's right to use the park space (collectively, the "Development Conditions"). The specifics of the Development Conditions will be negotiated and further set forth in the Development Agreement, but at a minimum will include the opening and operation of a school on the Property and set forth the timeline therefor.
- 3. Purchase Price:** Considering the cost of improvements and as an incentive to begin development of the Property as soon as possible, Developer agrees to a purchase price of One Dollar (\$1.00).
- 4. Approved Grant Funds:** Developer understands the City Commission has approved a \$500,000 grant specifically designated for repairs to the Property. Developer proposes to use the grant funds to construction exterior improvements, such as a playground, sports field and on-site parking. In appreciation of the grant funds, Developer would be willing to include among the Development Conditions the requirement that Developer allow public access to and use of designated amenities on the property as a community recreation center/park during hours not being used by the school.
- 5. Due Diligence Period:** Upon full execution of the PADA, Developer shall have a sixty (60) day period ("Due Diligence Period") to conduct its due diligence on the Property. Seller shall cooperate with Developer in Developer's performance of its due diligence relating to the Property. To that end, Seller shall, upon Developer's reasonable request, furnish

Developer with copies of any due diligence documents or other materials to the extent the same are in Seller's possession or control. Developer and its agents shall have reasonable access to the Property for the purpose of conducting its due diligence, including without limitation, in matters relating to survey, title, zoning, environmental and property condition, etc.

**6. Permitting and Approvals Contingency:**

Developer's obligation to close on the purchase of the Property and, thereafter, to satisfy the Development Conditions, shall be contingent upon Developer's determining, during the Due Diligence Period, that the Property is suitable for Developer's contemplated use.

**7. Title:**

Seller shall convey the Property to Developer in good, marketable and insurable fee simple title by warranty, free of any encumbrances and restrictions except as acceptable to Developer in its sole discretion. Seller acknowledges that Developer intends to obtain an owner's policy of title insurance (together with endorsements reasonably requested by Developer, the "Title Policy") at Closing and agrees to furnish such affidavits and indemnities as the Developer's title company may reasonably require to issue the Title Policy.

**8. Closing:**

The Closing will occur on the date that is thirty (30) days after the expiration or earlier waiver of the Due Diligence Period, or upon such other date upon which Seller and Developer may agree. Closing shall occur via Developer's title company.

**9. Closing Costs:**

Each party shall be responsible for its own attorney's fees and expenses for the sale and transfer of the Property. Any other closing costs shall be allocated in accordance with market customs in the State of Florida.

**10. Prorations and Adjustments:**

The PADA shall contain the customary prorations with respect to any applicable items customarily prorated between the parties in transactions of this type and size in the county where the Property is located. All prorations shall be adjusted between Developer and Seller at Closing.

**11. Exclusivity:**

Seller agrees that once this LOI is signed by both parties, Seller will not, directly or indirectly, whether by officer, director, member, agent, or otherwise, take any action to solicit, initiate, seek, support or encourage any inquiry, proposal or offer from, provide any non-public information to or participate in any discussions or negotiations with any third party for the purpose of leasing, selling or exchanging the Property or any interest therein; provided, however, following the date that is thirty (30) days after the date of

Seller's signature below, Seller may terminate this LOI by written notice to Developer.

**12. Confidentiality:**

The parties agree that the terms of this LOI are, and shall remain, confidential and shall not be disclosed, directly or indirectly, by them for any reason at any time; provided, however, that each party may disclose, in confidence, on a need-to-know basis, the terms of this LOI to its attorneys, accountants, financial institutions, directors, officers, employees, insurers, other applicable service providers and/or consultants, and, to the extent required by law, any applicable governmental authority.

It is expressly understood by the parties that this LOI shall serve only as an outline of the general terms and conditions under which the parties would consider entering into an agreement for the sale of the Property. This LOI is not a contract, and neither of the parties intends that the preliminary understandings contained herein represent the final agreement. The preliminary understandings expressed in this LOI are subject to, and conditioned upon, the negotiation and execution of a PADA. This LOI is an agreement to negotiate in good faith and each party is free to withdraw from the negotiations of the agreement described herein prior to the execution of such definitive and final agreement without liability or obligation to the other party, even if the other party has incurred expenses or taken any actions in reliance on the preliminary agreements expressed herein.

Notwithstanding anything herein to the contrary, the parties hereby agree that Paragraphs 11 and 12 of this LOI shall be binding on Developer and Seller.

Please respond to Kevin Wilson, Director of Real Estate, regarding this LOI at [kwilson@pansophiclearning.com](mailto:kwilson@pansophiclearning.com) no later than fourteen (14) day after the date of this letter.

Respectfully,

DocuSigned by:  
*Ronald J. Packard*  
2CC4B9E0F900481...  
Ronald J. Packard  
Chief Executive Officer

ACCEPTED BY SELLER:

FORT PIERCE REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FPRA Regular Meeting**

**8. g.**

**Meeting Date:** November 14, 2023

**Re:**

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**SUBJECT:**

Lincoln Park Community Policing

**SUMMARY:**

**RECOMMENDATION:**

**ALTERNATIVES:**

**RESPONSIBLE STAFF:**

**COORDINATED WITH:**

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**FPRA Regular Meeting**

**8. h.**

**Meeting Date:** November 14, 2023

**Re:**

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**SUBJECT:**

301 South Ocean Drive Discussion

**SUMMARY:**

**RECOMMENDATION:**

**ALTERNATIVES:**

**RESPONSIBLE STAFF:**

**COORDINATED WITH:**

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**FPRA Regular Meeting**

**9. a.**

**Meeting Date:** November 14, 2023

**Re:** FPRA Programs & Activities Summary

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

FPRA Programs & Activities Summary

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**Attachments**

Programs & Activities Update

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FORT PIERCE REDEVELOPMENT AGENCY

# *Programs & Activities Summary*

OCTOBER 2023



**A SLICE OF  
PARADISE**

# 2023 FRA ANNUAL CONFERENCE & AWARDS

TALLAHASSEE, Fla. — The 2023 Florida Redevelopment Association (FRA) Annual Conference and Awards Reception celebrated the exceptional accomplishments of city and county organizations and entities from across the state of Florida in the field of redevelopment and community enhancement.

The FRA, a non-profit organization dedicated to supporting Florida professionals and volunteers engaged in community redevelopment initiatives, annually bestows awards that acknowledge the remarkable achievements of various organizations and programs throughout the state. The Roy F. Kenzie Awards commend excellence across diverse categories, encompassing everything from rehabilitation renovation and management programs to cultural enrichment and housing.

This year's honorees encompass a broad spectrum of projects and initiatives, including projects from the **Delray Beach CRA, The City of Groveland, Pompano Beach CRA, St. Cloud CRA, Boynton Beach CRA, City of Deerfield Beach, Hoy Architects, City of Ocala, City of Palmetto CRA, and City of Fort Pierce and Inspire Placemaking Collective.s.**

Community Redevelopment Agencies (CRAs) and development organizations serve as catalysts for the enhancement of cities and urban areas through redevelopment initiatives. These organizations are overseen by boards that are composed of five to seven members, separate from local governments. CRAs primarily focus on projects and plans that contribute to economic development, stimulate growth, and foster increased community engagement.

All entries for the FRA Awards undergo thorough assessment and evaluation, considering factors such as effectiveness, completeness, narrative quality, creativity, supplemental materials, and adherence to submission guideline

For additional information about the FRA and to explore the accomplishments of the 2023 FRA Award recipients and their projects, please visit <https://redevelopment.net/2023-fra-awards/>.

## About the FRA

The Florida Redevelopment Association is a not-for-profit organization dedicated to assisting Florida professionals and volunteers in community revitalization efforts. With its mission of “transforming spaces, revitalizing places,” the FRA is committed to providing a forum for its more than 300 members to share knowledge and common experiences regarding revitalization opportunities and issues throughout Florida. Learn more at <https://redevelopment.net>.

On October 26, 2023, FPRA staff and inspire Placemaking Collective received the award of Planning Studies for the submission of the Downtown Master Plan Project.



# KING'S LANDING

In a letter dated October 25, 2023, Audubon Development reported that they received the Phase I building permit last week to begin installing the infrastructure (utilities and drainage) to serve the entire King's Landing project as required by the Development Agreement. Equipment has been observed on the property as indicated in the photos attached.



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

RFQ 2024-005 was issued on October 15, 2023 to solicit Statements of Qualifications from professional firms qualified to provide design and consulting services in a variety of disciplines for the purpose of providing services to support the implementation of City plans, projects, and initiatives such as the FPRA Redevelopment Plan, Comprehensive Plan, Capital Improvement Plan and Downtown Master Plan. The City desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the "Consultant's Competitive Negotiation Act", or CCNA. Once vendors are selected, the FPRA will request scopes of work from the qualified firms to further develop the concepts and ideas presented in the Downtown Master Plan, as approved in the 2024 Project Based Budget and FPRA Capital Improvement 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

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**

**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.

**CHECKLIST**

- Request a Lien Search from City of Fort Pierce Code Enforcement. A Lien Search can be requested by emailing [kcalderon@cityoffortpiece.com](mailto:kcalderon@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](mailto:ecodev@cityoffortpiece.com).

**A-OK CONSTRUCTION INC.**  
 PCN. 2409-701-0029-000-2  
 XXXX SOUTH 19TH ST.  
 FORT PIERCE FL. 34950

**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 no 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.

[www.choosefortpiece.com](http://www.choosefortpiece.com)

Staff received an Infill Lien Reduction application for another property in the Fort Pierce Redevelopment Agency boundaries. The property owners plans to build a 3 bedroom, 2 bathroom single family home at 150 S. 19th Street. The agreement is expected to go before the City Commission on November 20, 2023. We look forward to another successful new construction project thanks to the alleviation of liens.



# 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.



# 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.

**118 N 9th Street has completed their interior renovations and will be opening its doors as a hair salon in the next 60 days.**



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.

# 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.

The FPRA is pleased to announce the relaunch of the Commercial Façade Grant program application period. The program will be open at three different times throughout the fiscal year. The first application period is open now through **November 17, 2023**. This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to \$25,000.

# 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-two properties for reimbursement, amounting to \$24,164.33. As a result, we currently have \$25,835.67 remaining funds for the program.

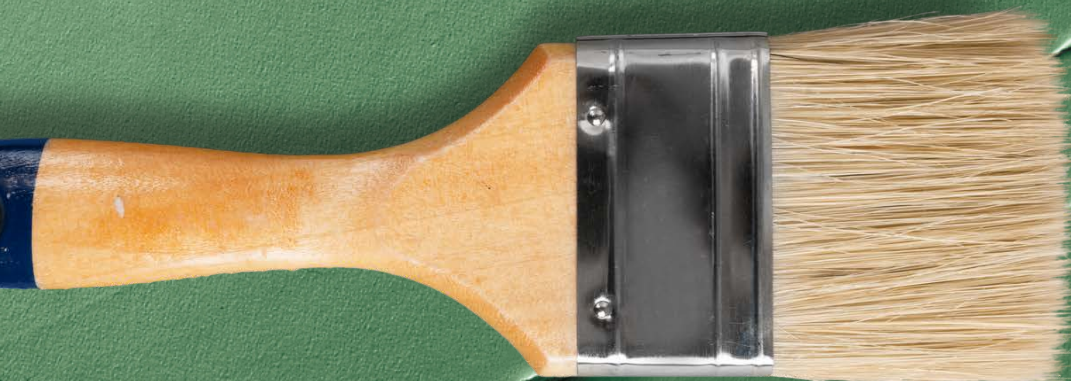
Out of the approved properties, fifteen are commercial and seventeen are residential.

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

1217 AVENUE J



## 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.



We are excited to announce that the application period is now OPEN!!

# 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:

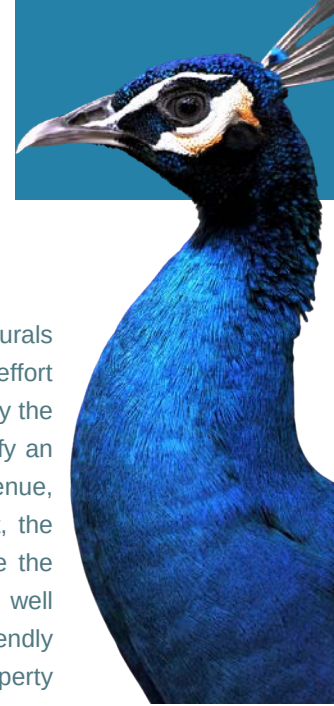
## **CITY OF FORT PIERCE SMALL BUSINESS PATHWAY PROGRAM**

The Fort Pierce Redevelopment Agency (FPRA) recently completed the Small Business Pathway Program, which began on September 28th and ended on October 17th. It is a virtual program that covered topics such as Finding Financing, Small Business Support Services, Marketing and Promotion, and Recruitment and Retention. The program originated from the input of small business owners who 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. Program participants heard from a variety of speakers and were pleased with the information they learned and could apply to their business. Participants will soon be recognized on various city communication platforms for the successful completion of the program. The program was made possible through partnerships with the Small Business Development Center at Indian River State College, Career Source – Research Coast, Maria Brow, a SHRM Certified Professional, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency.

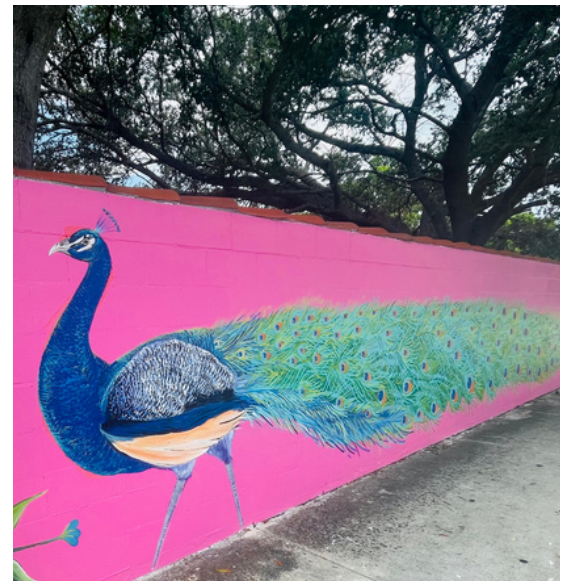
## **HOW TO DO BUSINESS WITH THE CITY INSTRUCTIONAL VIDEOS**

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.

# 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.



The Fort Pierce Redevelopment Agency (FPRA) has opened its second round of applications for eligible property owners whose properties are located within the targeted corridor zone of the Peacock Arts District (PAD). This is being 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. For information on the program, and eligibility and to access the application, please visit <https://cityoffortpierce.com/1056/Peacock-Arts-District-Mural-Program>.

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*

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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*

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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*

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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*

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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*

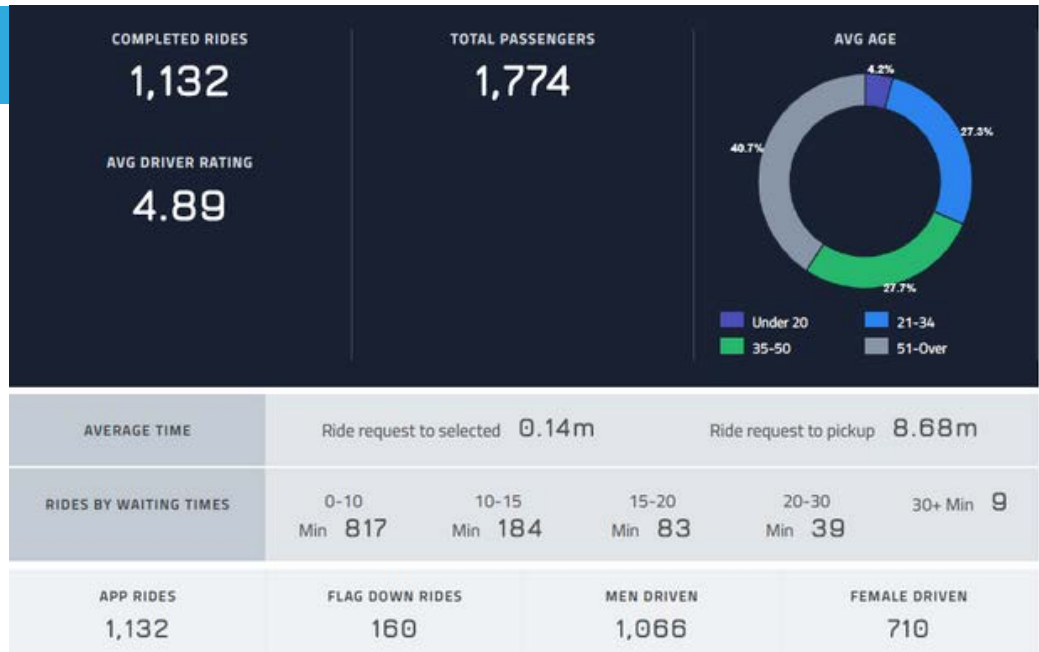
The City of Fort Pierce (COFP) and the Fort Pierce Redevelopment Agency (FPRA) collaborated to create aesthetically appealing, affordable housing in the area now known as The Oaks at Moore's Creek. Phase 2 of The Oaks at Moore's Creek encompasses the construction of fifteen (15) affordable workforce 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 - OCTOBER RIDERSHIP

## ZONE SUMMARY



## PASSENGERS & RIDES BY MONTH

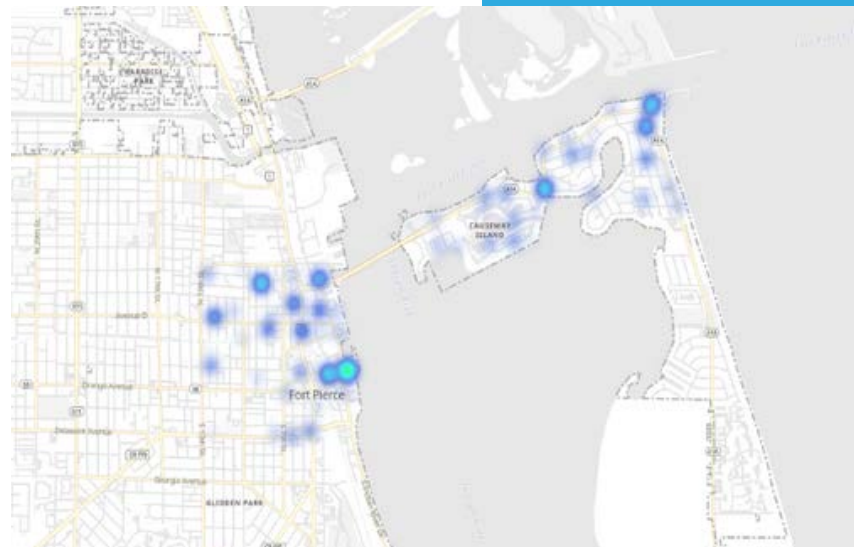
PASSENGERS AND RIDES BY MONTH (YTD)



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.

The City recently issued the Request for Proposals for a more long term on-demand transit service provider to continue and expand the service after the pilot program expires.

Proposals are due **November 20, 2023** and we look forward to the expansion of this service.

# 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 October 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".



**89**

Businesses  
Contacted



**113**

Directed Close  
Patrols



**0**

Traffic Related  
Issues/Parking  
Concerns



**0**

Response to  
Rescue Calls



**3**

Responses to  
Disturbance Calls



**2**

Trespass  
Warnings Issued



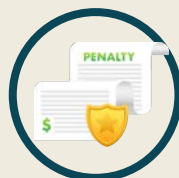
**0**

Arrests



**2**

Field  
Interviews  
Conducted



**4**

Warning  
Tickets



**2**

Traffic  
Citations

# 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  
TRANSPORATION**

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**

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

The FPRA Jetty Detail began on Friday October 6, 2023. During the month of October 2023, Off-Duty Officers working the Jetty FPRA Detail made 39 contacts with surrounding businesses and business representatives, responded to 8 Disturbance Calls, 0 Rescue Calls, 5 Traffic Related Calls, 0 Shooting Activity Calls, conducted 46 Directed Close Patrols, conducted 0 Field Interviews, issued 1 Trespass Warnings, and 0 Arrests.

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". Note: This report was generated prior to October 27, 28, and 29 Detail reports.



**39**

Businesses Contacted



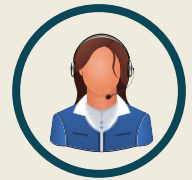
**46**

Directed Close Patrols



**5**

Traffic Related Issues/Parking Concerns



**0**

Response to Rescue Calls



**8**

Responses to Disturbance Calls



**1**

Trespass Warnings Issued



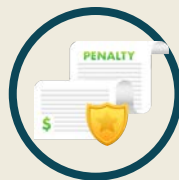
**0**

Arrests



**0**

Field Interviews Conducted



**4**

Warning Tickets



**1**

Open Container Violation

# SCHOOL RESOURCE OFFICERS



SRO Jorge Goz C.A. Moore

Officer Goz continues to mentor a C.A. Moore students through the mentor program and has been meeting with a 4th grade student to provide support and guidance. As part of the C.A Moore Attendance Committee Officer Goz suggested and implemented a quarter one initiative to improve school attendance. The Initiative was “Pie in the Face” with Administration and Officer Goz. This initiative improved attendance school wide. Officer Goz conducted school drills required by Marjory Stoneman Douglas Act. He completed one threat assessment in the month of October. Officer Goz continues providing students in need with food for the weekend through the partnership of Grace packs. In addition, C.A Moore conducts monthly career days for 5th grade students. Officer Goz assisted this month by partnering with Dog Training Elite where Service and Therapy Dogs visited the campus. This allowed the students to interact with the dogs and learn about a career in dog training.

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

- Web-based training through the National center for School Safety – Bullying Prevention and Preparedness Modelling.
- Florida Model Threat Training (State mandated).

SRO Mary Stephens Dan McCarty Middle School

Officer Stephens continues to mentor Dan McCarty students through the volleyball team. This is reflected by her coaching skills on the court and her mentoring skills off the court as three of her students made “Student of the Month” for October. Officer Stephens also connected with students and school staff during their career day where she demonstrated how Law Enforcement processes fingerprints. Officer Stephens has completed four threat assessments that resulted in keeping the students and staff safe. Dan McCarty Middle School participated in the October drills as required by Marjory Stoneman Douglas Act.

# SUNRISE THEATRE

The 2023/24 season is off to an impressive start with more than 60 shows scheduled and more on the way. The theatre has gone above and beyond to bring in a variety of shows – something for everyone to enjoy. October was jammed packed and it was a welcoming sight to see the crowds of people fill up the theatre. The downtown shops and restaurants have already expressed their excitement for the upcoming season and business it will bring.



Our Marketing & Development Director has been networking, as time allows with a busy season, with the downtown business association, keeping them informed of upcoming events and finding new ways to engage with the community like recently promoting the theatre at Haisley’s 50th Anniversary or passing out candy for Trick or Treat on 2nd St. Little changes more and more, with a great staff in place, is making big differences.

The AC unit above the black box was recently replaced, breathing new air into the room, as the old one saw its last days. With the help of the new Technical Director, the theatre continues to look for new ways to upgrade and modernize the historic building and become more energy efficient. Lastly, more painting continues throughout the building, move into the “rat room” where storage and the ice machine sits.





# Contact Us



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