

# FORT PIERCE REDEVELOPMENT AGENCY

## BOARD AGENDA

FPRA Regular Meeting - Tuesday, April 9, 2024 - 5:05 p.m.

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

- a. Approval of the Minutes from the March 12, 2024 Regular Meeting.

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

6. **COMMENTS FROM THE PUBLIC**

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

7. **CONSENT AGENDA**

- a. Approval of Change Order No. 1 - General Contractor Services, Exterior Restoration of Old St. Anastasia for the amount of \$98,414.60.

8. **NEW BUSINESS**

- a. Presentation of the Western Peninsula Development Project by the Treasure Coast Regional Planning Council
- b. 1409 Ave J - Progression Properties LLC redevelopment update
- c. Means Court Center Project Update
- d. Presentation and discussion regarding on-street parking for seven streets located on South Beach.

9. **STAFF COMMENTS**

- a. 2023 FPRA Annual Report

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 - 5:05 p.m.**

**4. a.**

**Meeting Date:** April 9, 2024

**Re:** Approval of the Minutes from the March 12, 2024 Regular Meeting.

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

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**SUBJECT:**

Approval of the Minutes from the March 12, 2024 Regular Meeting.

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**Attachments**

2024.03.12 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, MARCH 12, 2024.

**1. CALL TO ORDER**

Chairperson Linda Hudson called the March 12, 2024, FPRA Regular Meeting to order at 5:05 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

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

**4. APPROVAL OF MINUTES**

- a. Approval of Minutes from February 13, 2024, regular meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the minutes from the February 13, 2024 regular meeting.

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

Passed

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the agenda as set.

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

Passed

**6. COMMENTS FROM THE PUBLIC**

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

Flip Gates

**7. CONSENT AGENDA**

- a. Approval of the Grant Agreement for Commercial Facade improvement for 2203 Orange Ave - Ft. Pierce Police Athletic League, Inc., DBA St. Lucie Sheriff's PAL

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

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

Passed

## 8. NEW BUSINESS

- a. CRA Advisory Committee Recommendations by Chairman Phil Thompson

Phil Thompson and Chad Ingram, CRA Advisory Committee, presented the CRA Advisory Committee recommendations.

The CRA Advisory Committee would like to recommend the following:

1. Create a process to facilitate the donation of FPRA infill lots to Non-profit organizations for development.
2. Amend the current zoning code to achieve infill development of residential property.
3. Create a subsidized site plan application and permitting process for FPRA infill properties.

They answered questions posed by the Board including which type of organizations these recommendations apply to.

City Manager, Nick Mimms, explained the next steps to be taken concerning the recommendations.

The Board expressed their appreciation for the recommendations and indicated their support to help resolve zoning issues moving forward.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to support the concept of the recommendations made by the CRA Advisory Committee.

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

Passed

- b. Update on King's Landing Project by Dale Matteson

Dale Matteson, Audubon Development Inc., along with Greg Lewis and Keith Lewis, Conkling & Lewis Construction Inc., gave an update on the King's Landing project. They answered several questions posed by the board members, including clarifications on reasons for construction delays, issuance of site work permits, and information regarding the hotel's construction progress.

City Engineer, Jack Andrews, provided roadway improvement updates associated with the State of Florida grant. He also answered questions posed by the Board such as clarification of the elements of the grant, and the design of stormwater infrastructure on the site and surrounding area.

The Board discussed the time deadline of the contract and the right to cure.

- c. Award RFP 2024-019 for On-Demand Transportation Services and authorize staff to enter negotiations with the highest ranked respondent, BEEFREE, LLC.

City Manager, Nick Mimms, presented RFP 2024-019 for On-Demand Transportation Services and answered questions posed by the Board such as the ability to expand the service area, hours of operation, and days of service.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to direct staff to award RFP 2024-019 for On-Demand Transportation Services and authorize staff to enter negotiations with the highest ranked respondent, BEEFREE, LLC.

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

Passed

**9. STAFF COMMENTS**

- a. FPRA Programs & Activities Summary

No comments.

**10. BOARD COMMENTS**

Commissioner Curtis Johnson expressed his desire for a master plan to be developed for the Lincoln Park area to which Commissioner Jeremiah Johnson expressed his support.

**11. ADJOURNMENT**

Chairperson Linda Hudson adjourned the meeting at 8:33 p.m.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CHAIRPERSON

**FPRA Regular Meeting - 5:05 p.m.**

**7. a.**

**Meeting Date:** April 9, 2024

**Re:** Approval of Change Order No. 1 - General Contractor Services, Exterior Restoration of Old St. Anastasia for the amount of \$98,414.60

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Approval of Change Order No. 1 - General Contractor Services, Exterior Restoration of Old St. Anastasia for the amount of \$98,414.60.

**SUMMARY:**

During the FPRA Meeting on February 13, 2024, the Board received a presentation detailing the outcomes of the Old St. Anastasia conditions assessment. Subsequently, the Board requested additional services for the exterior restoration of Old St. Anastasia. These services encompass the removal of the fire escape, replacement of the north flat roof, and other related tasks. These additional services will necessitate a revision of the project's scope and will require a change order approval by the FPRA Board. The inclusion of Innovative Masonry Restoration, LLC's added services will increase the current budget by \$98,414.60. Approval of the change order will increase the overall budget from \$588,168.46 to \$686,583.06.

**RECOMMENDATION:**

Staff recommends approval of the change order.

**ALTERNATIVES:**

Staff will proceed as directed by the Board.

**RESPONSIBLE STAFF:**

Marsha Commond, Redevelopment Specialist

**COORDINATED WITH:**

N/A

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2023/2024  
**Account:** 1049400-562100  
**Amount:** 98,414.60

**OTHER INFORMATION:**

N/A

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## **Attachments**

Change Order No. 1

IMR Price Sheet

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**CHANGE ORDER FORM**  
CITY OF FORT PIERCE

PROJECT: **General Contractor Services - Exterior Restoration of Old St. Anastasia, Bid No. 2023-037**

DATE: 2/29/2024 CONTRACTOR: INNOVATIVE MASONRY RESTORATION, LLC

OWNER: FORT PIERCE REDEVELOPMENT AGENCY  
AGREEMENT DATE: DECEMBER 12, 2023

CHANGE ORDER REQUESTED BY: FPRA  X  Contractor \_\_\_\_\_

**THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:**

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT \$ 588,168.46

Current CONTRACT AMOUNT ADJUSTED  
by Previous CHANGE ORDER(S) \$ \_\_\_\_\_

Net (Increase) (Decrease) of CONTRACT  
AMOUNT resulting from this CHANGE  
ORDER \$ 98,414.60

Current CONTRACT AMOUNT Including  
this CHANGE ORDER \$ 686,583.06

ORIGINAL CONTRACT TIME \_\_\_\_\_ Calendar Days

Current CONTRACT TIME ADJUSTED  
by Previous CHANGE ORDER \_\_\_\_\_ Calendar Days

Net (Increase) (Decrease) Resulting  
from this CHANGE ORDER \_\_\_\_\_ Calendar Days

Current CONTRACT COMPLETION DATE  
including this CHANGE ORDER \_\_\_\_\_

(Change Order No.1, Page 1 of 2)

**CHANGES ORDERED:**

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

**II. REQUIRED CHANGES:**

Update the original design schematic, remove and dispose of the fire escape, recreate the opening to the fire escape, flat roof replacement, rebuild fallen bricks on the upper north wall, and remove and reinstall lower window plywood coverings.

**III. JUSTIFICATION:**

Changes are at the request of the FPRA Board for a complete restoration of the Old St. Anastasia Building.

**IV. PAYMENT:**

Payment for the above listed items shall be made according to the Agreement.

**V. APPROVAL AND CHANGE AUTHORIZATION:**

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

\_\_\_\_\_

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

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

ACCEPTED BY:

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_

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

APPROVED BY: FPRA

By: \_\_\_\_\_  
Signature & Title

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

**END OF CHANGE ORDER**

# OLD ST. ANASTASIA - RFP #001

## Fort Pierce, FL



INNOVATIVE  
MASONRY  
RESTORATION, LLC

	<b>TOTAL</b>			
<b>DESCRIPTION:</b>	<b>QUANTITY:</b>	<b>UNITS:</b>	<b>UNIT COST:</b>	<b>TOTAL:</b>
MMA - additional design fees	1.00	LS	4,800.00	\$4,800
Allowance for overhead and profit - 6%	1.00	LS	\$288.00	\$288
Remove and dispose of fire escape	1.00	LS	\$2,905.00	\$2,905
Recreate lower section of window opening at fire escape	1.00	LS	\$6,840.00	\$6,840
Set scaffolding for brick rebuilding	1.00	LS	\$5,500.00	\$5,500
Rebuilding of fallen brick at north gable end	190.00	SF	\$220.00	\$41,800
Install base thru wall flashing at north gable end and flat roof intersection	41.00	LF	\$270.00	\$11,070
Remove and reinstall lower window plywood coverings	17.00	EA	\$120.00	\$2,040
				\$0
Tear off north and portico flat roof down to deck and replace with Polyglass USA Flat Roof System	1.00	LS	\$21,860.00	\$21,860
Allowance for overhead and profit - 6%	1.00	LS	\$1,311.60	\$1,312
				\$0
<b>Total:</b>				<b>\$98,414.60</b>

**FPRA Regular Meeting - 5:05 p.m.**

**8. a.**

**Meeting Date:** April 9, 2024

**Re:** Presentation of the Western Peninsula Development Project by the Treasure Coast Regional Planning Council

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Presentation of the Western Peninsula Development Project by the Treasure Coast Regional Planning Council

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**FPRA Regular Meeting - 5:05 p.m.**

**8. b.**

**Meeting Date:** April 9, 2024

**Re:** 1409 Ave J - Progression Properties LLC redevelopment update

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

1409 Ave J - Progression Properties LLC redevelopment update

**SUMMARY:**

FPRA owned surplus property located at 1409 Avenue J was sold to Progression Properties, LLC for \$6,200 on November 30, 2021, with a deed restriction indicating that the grantee was required to commence the improvements within 18 months (May 30, 2023).

The FPRA Board, at their meeting on June 13, 2023, approved the request to allow an additional 150 days to commence the construction. The new deadline was November 10, 2023. This deadline was not met, and the property owner requested an additional extension.

On November 14, 2023, the FPRA Board granted a subsequent 120-day extension with the condition that the construction must be commenced, and a building permit issued by March 14, 2024. These requirements were not met as of March 14, 2024.

**RECOMMENDATION:**

Staff will proceed as directed by the FPRA Board.

**ALTERNATIVES:**

Staff will proceed as directed by the FPRA Board.

**RESPONSIBLE STAFF:**

Miriam Garcia, Redevelopment Specialist

**COORDINATED WITH:**

Sara Hedges, City Attorney

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2024  
**Account:** N/A  
**Amount:** 0

**OTHER INFORMATION:**

N/A

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### **Attachments**

1409 Avenue J Deed

FPRA Letter granting extension 6/2023

FPRA Letter granting extension 11/2023

1409 Ave J Photos 3.14.24

Building Permit Status 3.14.24

City Attorney Memo re Code Enf Violation

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

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

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**QUIT-CLAIM DEED**

(THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION)

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

**WITNESSETH:**

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

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

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

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

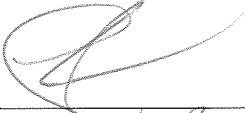

**THIS QUIT-CLAIM DEED** is subject to all matters and encumbrances of public records, including but not limited to easements and other interests of the Grantor or other third parties which may touch and concern the Property.


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

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

Signed, sealed and delivered in the presence of:

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


  
\_\_\_\_\_  
Print: Lilian  
  
\_\_\_\_\_  
Print: Brittany Meredith

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

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

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

[NOTARY SEAL]

  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:



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

**EXHIBIT A**  
**(The Property)**

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



**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.

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



November 21, 2023

Progression Properties LLC.  
2415 Lake Ibis Lane SW  
Vero Beach, Florida 32962

VIA Email: [pecarithers@aol.com](mailto:pecarithers@aol.com)

Attn: 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), it was expected that you would commence the residential construction on the Property within eighteen (18) months from the date of the agreement.

At the Fort Pierce Redevelopment Agency (FPRA) Board meeting on June 13, 2023, the FPRA Board approved your request allowing an additional 150 days to commence the construction at the Property, that being November 10, 2023.

On November 14, 2023, the Fort Pierce Redevelopment Agency granted a subsequent 120-day extension with the condition that construction must be commenced AND a building permit issued by **March 14, 2024**.

If you fail to commence construction by March 14, 2024, or if you fail to comply with all permit requirements, the City 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

1409 Avenue J  
3/14/24 Photos



1409 Avenue J  
3/14/24 Photos



1409 Avenue J  
3/14/24 Photos



**From:** [Kristie Kirstein](#)  
**To:** [Miriam Garcia](#)  
**Cc:** [Karen Murphy](#)  
**Subject:** Re: 1409 Avenue J - Progression Properties LLC  
**Date:** Friday, March 15, 2024 10:15:26 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[Outlook-xkzolcmh.png](#)

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**Good morning**

**The address we have in our system for this parcel is 1407 Avenue J**

**No the building permit hasn't been issued yet, see below notes:**

**The DPCR review was completed on 3/11/24**

**The Building permit was officially approved for on 3/11/24, it looks like the plan review fees are still due so we haven't proceeding with any reviews for this project yet.**

Tell us how we are doing! Customer Service is a Priority for the City of Fort Pierce. Please take a moment to complete our customer service survey by following this link: <http://www.cityoffortpierce.com/FormCenter/Building-6/Building-Department-Customer-Service-Fee-73>

**Kristie Kirstein | Special Projects Facilitator | City of Fort Pierce**

Phone: 772.467.3198 Fax: 772.467-3849 100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



*"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."*

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**From:** Miriam Garcia <[mgarcia@cityoffortpierce.com](mailto:mgarcia@cityoffortpierce.com)>

**Sent:** Friday, March 15, 2024 10:06 AM

**To:** Kristie Kirstein <[Kkirstein@cityoffortpierce.com](mailto:Kkirstein@cityoffortpierce.com)>

**Cc:** Karen Murphy <[kmurphy@cityoffortpierce.com](mailto:kmurphy@cityoffortpierce.com)>

**Subject:** 1409 Avenue J - Progression Properties LLC

Good morning, Kristie,

According to the attached letter the FPRA Board required the property owner of 1409 Avenue J (2404-810-0004-000-1) to have a Building permit issued as of 3/14/24.

Was this property issued a Building permit as of 3/14/24?

Kindest regards,



**Miriam Garcia, FRA-RP**  
**Redevelopment Specialist**  
**City Manager's Office • City of Fort Pierce**

100 N U.S. 1 Fort Pierce, FL 34950

Office: 772-467-3786

[mgarcia@cityoffortpierce.com](mailto:mgarcia@cityoffortpierce.com)





TO: Sara Hedges, City Attorney  
FROM: Andrea H. Duenas, Assistant City Attorney  
DATE: March 21, 2024  
RE: PROPERTY ADDRESS: 2002 Avenue M  
OWNER: 2002 Avenue M Land Trust  
SPOKESPERSON: Pamela Carithers Wright  
Wright owns Progression Properties, LLC and testified that Progression Properties is the beneficiary of the 2002 Avenue M Land Trust

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On November 30, 2021, Fort Pierce Redevelopment Agency sold 2002 Avenue M to Progression Properties LLC for \$4,800. On December 20, 2021, Progression Properties sold the property to the 2002 Avenue M Land Trust. [Att. A, property card] On December 20, 2021, the Owner mortgaged the property for \$25,000. [Att. B, mortgage recorded 1/20/22]

On November 7, 2023, the Property was cited as a Public Nuisance due to overgrown vegetation, trash and debris. [Att. C, photos 11/7/23]

The property was posted and a Notice of Violation was sent to the Owner giving it 10 days to cut all grass and weeds, trim trees, shrubs and bushes, and remove all trash and debris. The Notice stated that if the Owner did not remove the nuisance or request a hearing within 10 days, a contractor hired by the city would enter the property and correct the violations. The bill for the vendor's services, plus an administration fee of \$100, would be filed as a lien against the property. [Att. D, Notice of Violation letter]

In the letter, Code Enforcement Officer Charmaine Kirkland supplied her phone number and email address and encouraged the Owner to contact her if it was unable to meet the request for any reason. [Att. D, Notice of Violation letter]

The Violation letter was sent certified mail and the owner signed the green card on 11/10/23. [Att. E, green card] The Owner did not contact Code Enforcement after receiving the letter.

On November 14, 2023, Pamela Carithers appeared before the Fort Pierce Redevelopment Agency and told the agency that both of her properties (429 Avenue J and 2002 Avenue M) had been graded. [Att. F, transcript at 8, 10]

On November 18, 2023, Officer Kirkland visited 2002 Avenue M and found that nothing had changed, and that the property was still a nuisance. [Att. G, photos 11/18/23]

On December 11, 2023, the City had the lot cleared by its vendor, Mow 4 Less Lawn Care. [Att. H, before and after lot clearing photos from 12/11/23]

The City paid the vendor \$1,150 and billed the Owner \$1,250.00 on December 28, 2023. The Owner was given 20 days to contest the fine. [Att. I, invoice 12-28-23]

Officer Kirkland testified Code Enforcement never heard from the Owner until after the invoice was sent.

On January 2, 2024, Pamela C. Wright wrote to Code Enforcement contesting the fine. She gave these reasons:

*The City was intimately aware of the plans for redevelopment of the property. As of November 14, 2023 during the Fort Pierce Redevelopment Agency meeting there was a lengthy and detailed discussion of the proposed plans and permit application status. As such, lot clearing by the owner was planned for later in December 2023. Upon arrival to the property to begin clearing, it was discovered the lot had already been cleared.*

[Att. J, letter from Wright on 1/4/24]

If a violator contests a Code Enforcement fine, before the City can file a lien the Special Magistrate must conduct a “Massey Hearing”. The Special Magistrate has the discretion to reduce the fine after hearing the evidence from both sides and considering the following factors:

- (1) the gravity of the violation;
- (2) any actions taken by the violator to correct the violation; and
- (3) any previous violations committed by the violator.

On March 20, 2024, the Special Magistrate conducted the Massey Hearing related to the lot clearing fine imposed on the Owner of 2002 Avenue M. Ms. Wright was present and gave sworn testimony. Officer Kirkland and the vendor that cleared the lot also testified and the attached photos were placed into evidence.

Ms. Wright testified that the property had not been graded when she appeared before the Redevelopment Agency on November 14, 2023 and that she did not tell the Redevelopment Agency that it had been graded. [Att. K, transcript p. 4] When shown the transcript of the Redevelopment Agency meeting, she testified that:

*I told the redevelopment agency the parcels were graded because Avenue J was graded and Avenue M was slated to be graded.*

[Att. K, transcript p.5]

At the conclusion of the evidence and before the Special Magistrate stated her ruling, Ms. Wright announced she would appeal. [Id.] The Special Magistrate found that the City expended the money and the lot was cleared so the amount of \$1250 is due. [Id. p. 6] Ms. Wright was given 30 days to pay and also has 30 days to appeal to the Circuit Court. [Id.] The filing of an appeal does not automatically stay the ruling – rather, the Owner will need to request a stay and the Special Magistrate will conduct a hearing on the request. F.P. Sp. Magis. Rule 5.

### Property Identification

Site Address: 2002 AVENUE M  
 Sec/Town/Range: 04/35S/40E  
 Parcel ID: 2404-609-0111-000-6  
 Jurisdiction: Fort Pierce

Use Type: 0000  
 Account #: 16975  
 Map ID: 24/04N  
 Zoning: SF Moderat

### Ownership

2002 Avenue M Land Trust  
 122 E Lake AVE  
 Longwood, FL 32750

### Legal Description

SOUTHERN PINES BLK 6 LOT 19

### Current Values

Just/Market Value: \$16,300  
 Assessed Value: \$13,420  
 Exemptions: \$0  
 Taxable Value: \$13,420



**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): 0.16  
 Land Size (SF): 6,950

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	150	160

Sources/links:

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Dec 20, 2021	4758 / 0101	0111	WD	Progression Properties LLC	\$100
Nov 30, 2021	4746 / 0271	0111	QC	Fort Pierce Redevelopment Agency	\$4,800
May 22, 2007	2868 / 1582	XX03	DEED	St Lucie County,	\$100
Dec 12, 2003	1862 / 0210	XX01	TXDEED	Christie Minnie L	\$0
Dec 15, 1989	0668 / 1345	XX01	PB	Sandifer Willie	\$0
Aug 1, 1981	0361 / 2147	XX01	CV		\$5,500

### Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

#### Exterior Data

View:

Building Type:

Roof Cover:

Year Built: N/A

Roof Structure:

Frame: A. Property Card

Grade:  
Story Height:

Effective Year: N/A  
No. Units: 0

Primary Wall:  
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

Current Year Exemption Value Breakdown

Building: \$0  
Land: \$16,300  
Just/Market: \$16,300  
Ag Credit: \$0  
Save Our Homes or 10% Cap: \$2,880  
Assessed: \$13,420  
Exemption(s): \$0  
Taxable: \$13,420

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	1	Fort Pierce Stormwater Charge	\$69.00

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.

Year	Just/Market	Assessed	Exemptions	Taxable
2023	\$16,300	\$13,420	\$0	\$13,420
2022	\$12,200	\$12,200	\$0	\$12,200
2021	\$10,300	\$2,785	\$2,785	\$0
2020	\$4,800	\$2,532	\$2,532	\$0

### Permits

Number	Issue Date	Description	Amount	Fee
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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

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All information is believed to be correct at this time, but is subject to change and is provided without any warranty.  
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Prepared by and Return to:  
Andrea Aylett-Hosch, Esq.  
Common Wealth Trust Services, LLC  
122 E. Lake Ave, Longwood, FL 32750

Parcel ID: 2404-810-0004-000-1 (1409 Avenue J, Fort Pierce, FL 34950)  
Parcel ID: 2404-609-0111-000-6 (2002 Avenue M, Fort Pierce, FL 34950)  
Parcel ID: 2408-504-0021-000-8 (3008 Dunbar St, Fort Pierce, FL 34947)  
Parcel ID: 2404-715-0013-000-5 (1908 Avenue G, Fort Pierce, FL 34950)  
Parcel ID: 2404-510-0047-000-3 (1902 N 16th St., Fort Pierce, FL 34950)

Space above this line reserved for recording office use only

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL BALANCE DUE UPON MATURITY IS **\$25,000.00** TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THIS MORTGAGE MUST BE PAID IN FULL NO LATER THAN JULY 1, 2023.

### BALLOON BLANKET MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS BALLOON BLANKET MORTGAGE, made this December 20, 2021, between **1409 Avenue J Land Trust dated December 20, 2021, Common Wealth Trust Services, LLC**, a Florida Limited Liability Company, as Trustee, **2002 Avenue M Land Trust dated December 20, 2021, Common Wealth Trust Services, LLC**, a Florida Limited Liability Company as trustee, **3008 Dunbar Land Trust dated April 7, 2021, Common Wealth Trust Services, LLC**, a Florida Limited Liability Company, as Trustee, **Common Wealth Trust Services, LLC**, a Florida Limited Liability Company, as Trustee of the **1908 Avenue G Land Trust dated September 30th, 2020**, and **Common Wealth Trust Services, LLC**, a Florida Limited Liability Company, as Trustee of the **1902 N 16th St. Land Trust dated October 30, 2020**, whose address is 122 E. Lake Avenue, Longwood FL 32750, together hereinafter referred to as the Mortgagor, and **The Ave. J&M Capital Investment Trust, udt 12.1.21, MJLB Lender Services, LLC**, as Trustee, whose address is 359 Lanternback Island Drive, Satellite Beach, Florida 32937, hereinafter referred to as the Mortgagee.

#### WITNESSETH:

That in consideration of the premises and to secure the performance and observance of all the covenants and conditions in the indebtedness of the principal sum of **\$25,000.00** (twenty-five thousand and 00/100 dollars) together with interest thereon, as evidenced by that certain Promissory Note of even date herewith, executed by Mortgagor and payable to Mortgagee, hereinafter referred to as the Note; and to secure the performance and observance of all covenants and conditions in this Mortgage and in all other instruments securing the Note and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, and extensions thereof and for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, the receipt and sufficiency of which consideration are hereby acknowledged, Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee and Borrower has promised to pay this debt in regular periodic payments and pay the debt in full by no later than **July 1, 2023**.

#### THE MORTGAGED PROPERTY:

THE REAL PROPERTY, hereinafter known as the Property. All of the land in St. Lucie County, Florida, described as follows:

**SEE EXHIBIT A attached hereto and by reference incorporated herein.**

TO HAVE AND TO HOLD THE MORTGAGED PROPERTY and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use and benefit in fee simple forever, subject, however, to the terms and conditions herein contained.

PROVIDED ALWAYS, however, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein and in all other instruments securing the Note, including renewals, extensions or modifications thereof, and shall keep and perform all covenants in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

The Mortgagor covenants and agrees with Mortgagee as follows:

1. **COMPLIANCE WITH NOTE AND MORTGAGE.** Mortgagor shall comply with all the provisions of the Note, this Mortgage, and every other instrument securing the Note, and will promptly pay to Mortgagee the principal, with interest thereon, and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and every other instrument securing the Note.
2. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple free and clear of all encumbrances and interest except non-delinquent real estate taxes and Mortgagor has full power and lawful authority to convey, mortgage, and encumber the same as provided by this Mortgage, Mortgagor fully warrants the title to the Mortgaged Property, and Mortgagor will forever defend same and the validity and priority of the lien hereof against the claims of all persons whomsoever.
3. **PAYMENT OF TAXES AND LIENS.**
  - a. Notwithstanding any other provision of this Mortgage, if the Mortgagor shall default in the payment of any tax, lien, assessment, including but not limited to homeowner's association dues, or charge levied or assessed against the Mortgaged Property or Premises, or if the same or any part thereof are or become delinquent, then the Mortgagee, at its option, may at any time pay the same, together with any interest thereof and any accrued delinquency, redemption, or other charges, fees, cost or expenses related thereto, and all payments made or costs incurred by the Mortgagee in connection therewith shall be secured by the lien of this Mortgage and shall be without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereof from the date of such payment at the maximum rate provided by law, except that Mortgagee may in its sole discretion permit Mortgagor to make such repayment in monthly installments of principal, together with said interest thereon, over a limited term of months established by Mortgagee (which monthly installments, if established by Mortgagee, may be prepaid by Mortgagor), and except that Mortgagee may in its sole discretion set the interest due on such payment at a rate less than the maximum rate provided by law. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment of taxes, etc. described herein and any such payment shall not waive or affect any option, remedy, lien equity or right of Mortgagee under or by virtue of this Mortgage, to include without limitation any right or option to foreclose the same. Nothing herein shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.
  - b. Mortgagor shall not permit or suffer any mechanics', laborers', material men's, statutory or other lien to be created or to remain a lien upon any of the Mortgaged Property.
  - c. If any state, federal, municipal or other governmental law, order, rule or regulation, passed subsequent to the date hereof, in any manner changes or modifies existing laws governing the taxation of mortgages or other debts secured by mortgages, or the manner of collecting taxes so as to adversely affect Mortgagee, the entire balance of the sums secured by this Mortgage and all interest accrued thereof shall without notice become due and payable forthwith at the option of Mortgagee.
  - d. Mortgagor shall provide proof of payment of real property taxes to the Mortgagee no later than **March 31<sup>st</sup>** of each year.
4. **GOVERNMENT FEES AND CHARGES AND CURING OF VIOLATIONS.** Mortgagor shall promptly pay and discharge any and all license fees or similar charges, together with any penalties and interest thereon, which may be imposed by any governmental authority having jurisdiction over the Mortgaged Property. Furthermore, Mortgagor shall promptly cure any violation of law and comply with any order of said governmental authority in respect of the repair, replacement or condition of the Mortgaged Property. Mortgagor shall also promptly pay any and all governmental taxes or charges on or as a result of this transaction or any subsequent modification or advances hereunder excluding any income taxes, together with any interest and penalties thereon including, but not limited to, any Florida Documentary Stamp Taxes and/or Florida Intangibles Taxes.
5. **INSURANCE.** To keep and maintain during the term of the loan a policy of casualty insurance, insuring said improvements against casualty loss in an amount equal to at least one hundred per cent of the full replacement cost of the improvements, existing or contemplated to be constructed on the Premises and, in any event, in an amount sufficient to prevent the Mortgagor from becoming a co-insurer with respect to any loss covered by said policy. Mortgagee shall be named as an insured/loss payee on the said insurance policy. The Mortgagor shall provide proof of insurance to the Mortgagee upon the execution of this Mortgage and subsequently, within five (5) business days of the renewal date of each year. Further the Mortgagor shall instruct any insurance company to notify the mortgagee in the event of any change or cancellation of the policy. Mortgagor is further obliged to maintain worker's compensation and liability insurance through all contractors performing work on the property.
6. **CARE OF MORTGAGED PROPERTY.** Mortgagor shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear accepted. Mortgagor agrees to maintain the Property in good condition. Mortgagee may inspect the Property at any time and take reasonable action to protect and preserve such Property.
7. **INVESTMENT PROPERTY.** Mortgagor represents that the Property is not now and never will be their homestead. The Property is being operated as investment property only.

8. **FIRST LIEN AND MODIFICATION.** This Mortgage is a first lien on the Property. As the owner of the Property, the Mortgagor shall have all the rights of fee simple ownership in accordance with Florida Law. The Mortgagee may allow changes to this Mortgage of substitute or release the Property without changing the priority of the lien created by this Mortgage.
9. **CROSS DEFAULT; CROSS COLLATERAL:** Mortgagor acknowledges that Mortgagee has made the Loan to Mortgagor upon the security of its collective interest in the collateral, aka the Properties, and in reliance upon the aggregate of the Collateral (and, indirectly, the Properties) taken together being of greater value as collateral security than the sum of the Collateral (and, indirectly, the Properties) taken separately. Borrower agrees that the Collateral is and will be structurally cross-collateralized and cross-defaulted since the pledged equity interests in each Property will both be pledged together under the Promissory Note. Furthermore, if Mortgagor defaults under ANY additional obligation to Mortgagee, it will be considered a default under this Promissory Note.
10. **MORTGAGEE'S RIGHT TO MAKE CERTAIN PAYMENTS.** In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, or defaults in the performance or observance of any other covenant, condition or term in this Mortgage or any other instrument securing the Note or collateral thereto, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities, and/or obligations and/or encumbrances on any part thereof, procure and/or pay for such insurance and/or make and/or pay for such repairs and/or pay such sums as are necessary to perform or observe any such other covenant, condition or term of this Mortgage or any other instrument securing the Note or collateral thereto, and Mortgagees shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate described in the Note, and, together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph. Mortgagee is hereby empowered to enter, and to authorize others to enter, the Mortgaged Property or any part thereof for the purpose of performing or observing any defaulted covenant, condition or terms without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor and without becoming a mortgagee in possession.
11. **ESTOPPEL CERTIFICATE.** If applicable, Mortgagor agrees that within 10 (ten) days from Mortgagee's request, Mortgagor will execute a statement setting forth the status of the Loan and the amounts due under the Note.
12. **PAYMENT OF EXPENSES.** Mortgagor shall pay or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorney's fees (including, but not limited to, any such reasonable attorney's fees at trial or on appeal) and disbursements and costs incurred or paid by Mortgagee in any threatened, pending or completed action, proceeding or dispute in which Mortgagee is or might be made a party or appears as a party Plaintiff or party Defendant and/or in which mortgagee may be affected and which affects or might affect the Note, this Mortgage or any other instrument securing the Note, or collateral to the Note, or the Mortgaged Property or any part thereof, or the interests of Mortgagor or Mortgagee therein, including, but not limited to, the foreclosure of this Mortgage, condemnation involving all or any part of the Mortgaged property or any action to protect the security hereof. Mortgagor shall also pay or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorney's fees (including but not limited to reasonable attorney's fees at trial or on appeal), disbursements and cost of title searches and abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by any stipulation, agreement, condition or covenant of the Note, this Mortgage, or any other document securing or collateral to the Note. All costs, charges and expenses so incurred or paid by Mortgagee, shall become due and payable immediately, whether or not there be notice, demand, attempt to collect or suit pending. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate set forth in the Note from the date incurred until paid by Mortgagor, shall be added to the indebtedness and shall be secured by the lien of this Mortgage and any other instrument securing the Note.
13. **ACCESS TO THE PROPERTY.** The Mortgagee may have reasonable access to the Property at any reasonable time to make sure that the Mortgagor is in compliance with the terms of this Mortgage and the Note.
14. **EVENT OF DEFAULT.** Any one of the following shall constitute an event of default:
  - a. Failure by Mortgagor to pay, as and when due and payable; any installment of principal and/or interest due under the Note or any deposit for taxes and assessments and/or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note or any other instrument collateral to the Note or otherwise executed in connection with the Note (the Note, this Mortgage and all other said instruments securing the Note, collateral to the Note or otherwise executed in connection with the Note, being occasionally collectively referred to herein as the "Loan Documents")
  - b. Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage or any other Loan Document when such failure continues for a period of more than (10) days.

- c. Title to the Mortgaged Property securing the Indebtedness under the Promissory Note is or becomes unsatisfactory to Mortgagor as a result of any lien, charge, encumbrance, title condition or exception (including without limitation, any mechanic's or similar statutory common law lien or notice thereof), and such matter causing title to be or become reasonably unsatisfactory is not cured or removed (including by bonding) within thirty (30) days after written notice thereof to the Mortgagor.
  - d. Institution of foreclosure proceedings against the Mortgaged Property as the result of any other lien or claim, whether alleged to be superior or junior to the lien of this Mortgage. The Mortgagee may, at its option, immediately upon institution of such suit or during the pendency thereof, declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may, at its option, proceed to foreclose this Mortgage.
  - e. Any breach of any warranty or material untruth, incorrectness, or omission in any representation of Mortgagor or information contained in the Note, this Mortgage, Mortgagor's application to Mortgagee for the Loan to Mortgagor (all said representations and warranties therein are incorporated herein by this reference) or any other instrument securing the Note or in any instrument, document, financial statement, or other reports or writings delivered by Mortgagor to Mortgagee pursuant to any of the other Loan Documents.
  - f. If Mortgagor shall: (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (b) be unable to pay its debts as they become due; (c) make a general assignment for the benefit of its creditors; (d) commence a voluntary case under the Federal Bankruptcy Code; (e) file a petition to take advantage of any other law providing for the relief of debtors; (f) be named as the debtor in any proceeding under the Federal Bankruptcy Code which is not dismissed within thirty (30) days after commencement; or (g) take any action for the purpose of effecting any of the foregoing.
  - g. Failure to pay real estate taxes or insurance and failure to provide proof of payment of real estate taxes and insurance pursuant to the terms of this Mortgage.
  - h. Any sale, transfer, or other conveyance of all or any part of the Property (including a transfer by an agreement for deed, land trust, land contract or similar conveyance) or further encumbrance by the Mortgagor without the prior written consent, excluding the grant of any leasehold interest in the Property not containing an option to purchase, which lease is made in the ordinary course of the Mortgagor's business.
  - i. There shall be any change, for any reason whatsoever, in the ownership or control of Mortgagor or of the beneficiary(s) of the **1409 Avenue J Land Trust dated December 20, 2021, Common Wealth Trust Services, LLC as trustee, and** which, in the sole discretion of the Mortgagee could have a Material Adverse Effect on the business, operations or condition (financial or otherwise) of Mortgagor. This includes but is not limited to any dissolution, termination, partial or complete liquidation, merger or consolidation of the Mortgagor or any of its shareholders without the prior written consent of Mortgagee.
15. **ACCELERATION.** If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice and said principal sum and accrued interest shall both bear interest from such time until paid at the Default Rate set forth in the Note.
16. **ASSIGNMENT OF RENTS.** Mortgagor agrees to assign over the Mortgagee any right or interest to any rents produced by the Properties as security for the Note whether those rights currently exist or exist in the future. Mortgagor also assigns any right to collect rents due under any leases in place at the time that this right is exercised. Mortgagor hereby further assigns to Mortgagee all awards made to Mortgagor on account of any of the Leases in any State or Federal bankruptcy, insolvency or reorganization proceedings, and to all payments made by lessees thereunder in lieu of rent. Mortgagor hereby appoints Mortgagee as its irrevocable attorney in fact to appear in all actions and/or to collect all such awards and payments.

It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness under the Note or secured by the Mortgage, or default in the payment of any other sums secured by the Mortgage, or default in the performance of any obligations set forth in the Mortgage or any other document executed in connection therewith (the Mortgage and such other documents are hereinafter collectively referred to as the "Loan Documents"); and, until such demand is made, Mortgagor is authorized to collect, or continue collecting, the Rents owing under the Leases, but Mortgagor, on behalf of itself, its successors and assigns, hereby covenants and agrees with Mortgagee that Mortgagor, its successors and assigns will not collect, demand or receive any installments or payments of rent more than one (1) month in advance of the date prescribed in the Leases for the payment thereof.

The authority and power of Mortgagee to collect the Rents from the Property, as set forth herein, may be exercised and the Rents collected with or without the taking of possession of the Property, or any part thereof, and without the necessity of (but nothing herein contained shall be construed to prohibit the Mortgagee from) instituting foreclosure of the Mortgage, or an action upon this Assignment directly against the tenants under the Leases.

In furtherance of this Assignment, Mortgagor does hereby additionally authorize and empower Mortgagee by its employees, agents or representatives, at the option of Mortgagee, upon the occurrence of any default, as aforesaid, to enter upon the Property and to collect, in the name of Mortgagor or in its own name as Mortgagee, the Rents accrued but unpaid and in arrears at the date of such default, as well as the Rents thereafter accruing and becoming payable during the period this Assignment is operative; and to this end, Mortgagor further agrees to cooperate and to assist Mortgagee, its employees, agents or representatives in all reasonable ways with collection of the Rents.

Mortgagor does hereby authorize (but nothing herein shall be deemed to require or obligate) Mortgagee, upon such entry, to take over and assume the management, operation and maintenance of the Property, to perform all acts necessary and proper in Mortgagee's sole discretion and to expend such sums as may be necessary in connection therewith, including the authority to effect and enter into new leases, or to make concessions to tenants; Mortgagor hereby releases all claims against Mortgagee arising out of such management, operation and maintenance, excepting the liability of Mortgagee to account as hereinafter set forth.

This Assignment is given as additional security for the performance of each and all of the obligations and covenants of Mortgagor under the Note, the Mortgage and the other Loan Documents, and any extension or renewal thereof.

Mortgagee shall, after payment of all proper charges and expenses, including reasonable compensation to such agents, employees or representatives as shall be selected or employed, and after the accumulation of a reasonable reserve to meet taxes, assessments, utility rents and charges and fire, liability and other insurance in requisite amounts, credit the net amount of income received by it from the Property by virtue of this Assignment and the other Loan Documents to any amounts due and owing to it by Mortgagor under the terms of the Mortgage but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of Mortgagee.

Mortgagor expressly covenants and agrees with Mortgagee that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any Rents by any of the tenants occupying any of the Property or by any of the tenants in any of the Leases.

It is further covenanted and agreed that, except in the ordinary course of business, Mortgagor and its successors and/or assigns, shall have no right, power or authority to (and Mortgagor covenants and agrees with Mortgagee that Mortgagor shall not) enter into any leases or to terminate, alter, modify, or amend the terms of, any of the Leases in any particular whatsoever, without first obtaining the consent in writing of Mortgagee.

The provisions of this instrument shall be binding upon and shall inure to the benefit of Mortgagor and its legal representatives, successors and/or assigns, and upon Mortgagee, its successors and/or assigns.

Nothing herein contained shall be construed as making Mortgagee a mortgagee in possession, nor shall Mortgagee be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that Mortgagee is to account only for such sums as are actually collected.

Mortgagor covenants and agrees with Mortgagee that no tenant need determine whether or not a default has occurred making this Assignment operative, but shall pay over the rent to Mortgagee upon notice from Mortgagee to do so and upon so doing, shall be relieved from liability therefor to Mortgagor in all respects.

It is further covenanted and agreed that Mortgagor will keep, observe and perform all of the covenants on the part of the lessor to be kept, observed and performed in all of the Leases affecting any portion of the Property. If Mortgagor fails to keep, observe and perform any covenant of any such Leases, Mortgagee shall have the right (but not the obligation), at its option, to keep, observe and perform such covenant on behalf of Mortgagor or to declare with or without notice, all sums secured by the Mortgage referred to herein to be immediately due and payable and avail itself of any and all remedies provided for in the Mortgage or any other Loan Document in the event of default. If Mortgagee should exercise its option to keep, observe or perform any of the lessor's obligations under any of the Leases affecting any of the Property, Mortgagee shall be entitled to recover from Mortgagor, immediately upon demand, any expenses incurred or amounts advanced in performing such covenants, together with interest at the highest lawful rate per annum now permitted by written contract under the laws of the State of Florida from the date of such advance. Should Mortgagor fail to repay Mortgagee any such expenses or advances as herein provided the Mortgagee may, at its option, with or without notice, declare all sums secured by the Mortgage or any other Loan Document to be immediately due and payable and avail itself of any and all remedies provided for therein in the event of default. The Mortgagee agrees that the exercise of these rights will only occur in the event of a default by the Mortgagor under the terms of this Mortgage. The assignment of rents contained in this Mortgage is intended to provide the Mortgagee with all of the rights and remedies of Mortgagees pursuant to Florida Statutes, Section 697.07.

17. **REMEDIES AFTER DEFAULT.** Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, the Mortgaged Property under the judgment or decree of a court of courts of competent jurisdiction; and c) pursue any other remedy available to Mortgagee by law.
18. **NO WAIVER.** No failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor.
19. **NON-EXCLUSIVE REMEDIES.** No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, or now or hereafter existing at law, in equity or by statute.
20. **NOTICES.** Any notice to mortgagor provided for in this Mortgage and Security Agreement shall be given by delivering it or by mailing it, postage prepaid, by United States Certified Mail, return receipt requested, addressed to Mortgagor's address set forth herein or such other address as Mortgagor hereafter designates by advance written notice of Mortgagee. Any notice to Mortgagee shall be given by delivering it or by mailing it, postage prepaid, by United States Certified Mail, return receipt requested, addressed to mortgagee's address stated herein or any other address Mortgagee hereafter designates by advance written notice to Mortgagor. Any notice provided for in this Mortgage and Security Agreement shall be deemed to have been given to Mortgagor or Mortgagee when delivered, in the case of personal delivery, and on the earlier of actual receipt of three (3) days after mailing when mailed in compliance with the requirements of this paragraph.

Notice Address for Mortgagee:  
 MJLB Lender Services, LLC, As Trustee, Margaret Bader MGR  
 359 Lanternback Isl. Dr., Satellite Beach, Florida 32937

Notice Address for Mortgagor:  
 Common Wealth Trust Services, LLC as trustee  
 122 E Lake Ave, Longwood, FL 32750


21. **ATTORNEY'S FEES.** The term "attorney's fees" as used in this mortgage includes any and all legal fees of whatever nature including, but not limited to, fees preceding any trial or proceedings, fees incident to any trial or proceedings, fees incident to any consultation in connection with this Mortgage, the Note, or any of the other Loan Documents, fees resulting from any appeal of an interlocutory order or final judgment or any other appellate proceedings arising out of any litigation. Further, such term shall not be limited to fees incurred by Mortgagee in the enforcement of rights under this Mortgage.
22. **INDEMNIFICATION.** Mortgagor has read and does hereby approve the legal description of the real property which is the subject of this Mortgage as set forth on the first page of this Mortgage, and hereby indemnifies Mortgagee, its successors assigns, and their attorneys with respect to any liability which might arise as a consequence of Section 697.10, Florida Statutes, or any successors or amendments thereto.
23. **SATISFACTION.** The lien and security interest provided herein will continue unimpaired and in full force and effect unless and until the debt is paid in full, whereupon such lien and security interest will be without further force or effect. Until this Mortgage shall be satisfied of record, Mortgagor hereby waives for itself, and all subsequent successors in title to the Mortgaged Property, any right it may now have or hereafter have, pursuant to Florida Statute 697.04 (1)(b), as amended from time to time, to file for record a notice limiting the maximum amount which may be secured by this Mortgage.
24. **APPLICABLE LAW.** This Mortgage and Security Agreement shall be governed by and construed under the laws of the State of Florida.
25. **SEVERABILITY.** Any provision of this Mortgage that is not allowed or cannot be enforced in any jurisdiction shall, as to that particular jurisdiction only, not be effective but only to the extent that is not allowed or unenforceable, without making the provisions of this Mortgage invalid. It will not affect the validity or enforceability of that provision in any other jurisdiction.
26. **MISCELLANEOUS.** Time is of the essence of all provisions of this Mortgage. If the Mortgagor hereunder consist of more than one person of entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several, and wherever the term "Mortgagor" is used it shall be deemed to refer to such persons and entities jointly and severally. This Mortgage shall be binding on the parties who signed this Mortgage and their respective heirs, personal representatives, successors and assigns, and it shall inure to your benefit and your successors and assigns and to my benefit and my heirs, personal representatives and permitted successors and assigns.

- 27. MORTGAGE MODIFICATION. This Mortgage cannot be changed or modified orally. It may only be changed by an agreement in writing, signed by all parties.
- 28. WAIVER OF JURY TRIAL: **MORTGAGOR AND MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE INDEBTEDNESS.**

IN WITNESS WHEREOF, the Mortgagor has executed this Balloon Mortgage as the date and year first above written.

MORTGAGOR:

1409 Avenue J Land Trust dated December 20, 2021, Common Wealth Trust Services, LLC, as Trustee,  
 2002 Avenue M Land Trust dated December 20, 2021, Common Wealth Trust Services, LLC, as trustee,  
 3008 Dunbar Land Trust dated April 7, 2021, Common Wealth Trust Services, LLC, as Trustee,  
 Common Wealth Trust Services, LLC, as Trustee of the 1908 Avenue G Land Trust dated September 30th, 2020, and  
 Common Wealth Trust Services, LLC, as Trustee of the 1902 N 16th St. Land Trust dated October 30<sup>th</sup>, 2020


  
 By: Andrea Aylett-Hosch as Authorized Signer and not personally under F.S. 689.073

STATE OF FLORIDA  
 COUNTY OF SEMINOLE

The foregoing instrument was acknowledged by me on this 16<sup>th</sup> day of December 2021, by Andrea Aylett-Hosch, Authorized Signer for Common Wealth Trust Services, LLC as Trustee, who is  personally known to me or who has  produced a valid government issued identification card.

[Seal]



  
 Signature of Notary Public  
 Personally Known or  Produced Identification  
 Type of Identification Produced \_\_\_\_\_

**Exhibit "A"**  
**Property Description**

Property #1:

**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 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.**

a/k/a: 1409 Avenue J, Fort Pierce, FL 34950  
Parcel ID: 2404-810-0004-000-1

Property #2:

**LOT 19, BLOCK 6, SOUTHERN PINES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 68, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.**

a/k/a: 2002 Avenue M, Fort Pierce, FL 34950  
Parcel ID: 2404-609-0111-000-6

Property #3:

**Lot 21, Block 1, BUNCHE PARK, according to the Plat thereof, as recorded in Plat Book 10, Page 18, of the Public Records of St. Lucie County, Florida.**

Property address: 3008 Dunbar St., Ft Pierce, FL 34947  
Parcel ID No.: 2408-504-0021-000-8

Property #4 :

**Lot 11, AMENDED PLAT OF WASHINGTON HEIGHTS ADDITION, according to the plat thereof recorded in Plat Book 10, Page 42, Public Records of Saint Lucie County, Florida, LESS AND EXCEPT road rights of way**

Property Address: 1908 Avenue G, Fort Pierce, FL 34950  
Parcel ID No.: 2404-715-0013-000/5

Parcel #5:

**All of Lot 13 and the South 15 feet of Lot 12, Block 3, BLAKELY SUBDIVISION, according to the plat thereof recorded in Plat Book 10, Page 50, Public Records of St Lucie County, Florida.**



# NOTICE OF PUBLIC NUISANCE

## CITY OF FORT PIERCE CODE ENFORCEMENT DIVISION



NOTICE TO THE OWNER AND ALL PERSONS INTERESTED  
November 7, 2023 Tax ID # 2424-500-0111-000-0 Case #: 23-0002926  
2002 AVENUE M LAND TRUST  
122 E LAKE AVE  
LONGWOOD, FL 32750

ADDRESS: 2002 AVENUE M  
THE PROPERTY LISTED ABOVE IS IN VIOLATION OF THE FOLLOWING AND AS SUCH HAS BEEN DECLARED A NUISANCE:

Section: 21-18, 21-20, 21-31  
Municipal Code Ordinance  
(1) Any trash, litter, debris, garbage, bottles, paper, plastic, metal, cans, tins, tires, bricks, concrete, lumber, building materials, or food or decaying plants, (except for animal poop) or animals of any kind.  
(2) Any condition which produces, or could produce, harborage for rats, mice, snakes, insects or other vermin.  
(3) Any landscaping element that is not well maintained including but not limited to trees, bushes, palms and lawns. Such landscaping elements shall be kept trimmed and free from becoming a nuisance and promptly where deemed to public view and where the same may constitute a blighting factor or safety hazard to adjoining property.

THE FOLLOWING ACTIONS MUST BE TAKEN TO REMEDY THE NUISANCE:

1. Cut all grass and weeds as needed.
2. Trim all trees, shrubs and bushes to comply with the requirements of the above stated ordinance of the Fort Pierce Code of Ordinances. The ordinance complies with the CEQED Code Enforcement through Environmental Design, Basic Principles and Concepts related to landscaping in a residential setting. Trees should be maintained at or all trees, shrubs and bushes be trimmed up to seven (7) feet to prevent potential safety.
3. Remove all trash, debris, and branches. If this is a result of an unapproved utility, the Solid Waste Department will not remove trash, debris or other items. Please make necessary arrangements to have all items removed from the property.

Dated this November 7, 2023.  
C. K. K.  
Chapman Kurland  
Code Enforcement Officer  
814 clark@cityoffortpierce.com  
888-777-3300

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE DESCRIBED NUISANCE. THIS NUISANCE IS UNLAWFULLY UPON THIS PROPERTY. THE OWNER OR OTHER AFFECTED INDIVIDUAL MUST EITHER REMOVE OR ABATE THE NUISANCE WITHIN TEN (10) DAYS OR REQUEST A HEARING PURSUANT TO SECTION 1-74 OF THE FORT PIERCE CODE OF ORDINANCES. FAILURE TO EITHER REMOVE OR ABATE THE NUISANCE OR TO REQUEST A HEARING WILL BE DEEMED A WAIVER OF THE RIGHT TO A HEARING. THE CITY OF FORT PIERCE WILL THEN CAUSE AN IMMEDIATE ABATEMENT OF THE NUISANCE. THE OWNER OR AFFECTED INDIVIDUAL WILL BE LIABLE FOR THE COSTS OF SUCH ABATEMENT AND SUCH COSTS WILL BE IMPOSED AS A LIEN UPON THE PROPERTY IF NOT OTHERWISE PAID WITHIN THIRTY (30) DAYS AFTER BILLING. A \$100 ADMINISTRATIVE CHARGE WILL BE ADDED FOR ANY LOT THE CITY CAUSES TO BE CLEARED FOR FAILURE TO COMPLY.

**772-467-3000**

**DO NOT REMOVE - POSTING WILL BE REMOVED BY CITY WHEN PROPERTY IS IN COMPLIANCE**

Network Nov 7, 2023 at 3:22:38 PM EST



Network Nov 7, 2023 at 3:22:49 PM EST



November 7, 2023

Property address: 2002 AVENUE M  
Tax ID #: 2404-609-01111-000/6

2002 AVENUE M LAND TRUST  
122 E LAKE AVE  
LONGWOOD, FL 32750

Re: Case # 23-00002936

**NOTICE TO THE OWNER AND ALL PERSONS INTERESTED**

PURSUANT TO THE CITY OF FORT PIERCE CODE OF ORDINANCES, AN INSPECTION WAS MADE AT THE PROPERTY LISTED ABOVE. IT WAS FOUND TO BE IN VIOLATION OF THE FOLLOWING AND HAS BEEN DECLARED A NUISANCE.

**Section 24-19 – Maintenance of nuisance on property prohibited**

No person in charge of or in control of any object or condition within the city, whether as owner, tenant, occupant, lessee or otherwise, shall allow any such object or condition defined as a nuisance by this article to remain on any private or public property within the city.

**Section 24-21 – Nuisance as a Condition**

- (9) Any trash, litter, debris, garbage, bottles, paper, plastic, metals, cans, rags, offal, bricks, concrete, lumber, building materials, or dead or decaying plants, (except for compost piles) or animals of any kind.
- (10) Any condition which provides, or could provide, harborage for rats, mice, snakes, insects or other vermin.
- (18) Any landscaping element that is not well-maintained including but not limited to lawns, hedges, bushes and trees. Such landscaping elements shall be kept trimmed and free from becoming overgrown and unsightly where exposed to public view and where the same may constitute a blighting factor thereby depreciating adjoining property.

**THE FOLLOWING ACTIONS MUST BE TAKEN TO REMEDY THESE VIOLATIONS:**

1. Cut all grass and weeds as needed. This includes trimming along fence lines, around houses and any other permanent object such as trees, mailboxes and telephone poles, etc.
  - a. If this property is a waterfront property, all trimming and cutting must be limited to the seaward edge of existing development and/or the 1981 Coastal Construction Control Line. Anything further seaward will require additional authorization from the City of Fort Pierce and the Florida Department of Environmental Protection.

*Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende inglés consiga traducción inmediatamente.*

*Atansyon: Dokuman sa impòtan an rapò avek droi è responsablité ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun pòu nou espliké sa tou suit.*



- b. If there are gopher tortoise burrows on the property, all trimming and cutting must comply with Florida Fish and Wildlife Conservation Commission policies. Prior to mowing, mark the location of all burrows. Do not use heavy equipment, including lawnmowers, within 25 feet of the burrow. Hand tools, including chainsaws and weed whackers, are permitted to be utilized close to the burrow but must be done with caution. Avoid stepping near or on a burrow as it may collapse. More information can be obtained at MyFWC.com.
2. Trim all trees, shrubs and bushes to comply with the Fort Pierce Code of Ordinances.
    - a. The City has adopted the CPTED (Crime Prevention Through Environmental Design) Basic Principles and Concepts relating to landscaping as a satisfactory remedy. These standards require that all trees be trimmed up to seven (7) feet and all shrubs and bushes down to two (2) feet to prevent reduced visibility.
3. Remove all trash and debris.
    - a. If this is a vacant lot or a property without utilities, the Solid Waste Department will not remove trash, debris or other items.
    - b. Per Section 30-30(1) commercial customers and/or residential developments using dumpster service are not eligible for landscape debris removal. Please make necessary arrangements to have all debris removed from the property.
    - c. For qualifying residential properties, per Section 30-30(4) garden and yard trash must be neatly stacked in manageable piles. Limbs must not exceed six (6) feet in length and six (6) inches in diameter.
    - d. Per Section 30-30(5) trash generated by commercial and landscape contractors must be removed from the premises and disposed of by the contractor or resident in a lawful manner.
  4. Please correct these violations within **10 days** from receipt of this letter or request a hearing pursuant to Chapter 1, Article II, Division 2 of the Fort Pierce Code of Ordinances.

**Failure to either remove the nuisance or to request a hearing will be deemed a waiver of the right to a hearing and a contractor hired by the city will enter the property and correct the said violation. A bill for services rendered will be filed as a lien against the property. In addition, a \$100.00 administrative charge will be added for any nuisance the City causes to be abated.**

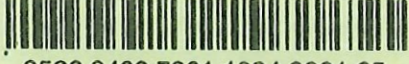
Your cooperation in this matter is greatly appreciated. If you are unable to meet this request for any reason or have a question regarding the information provided, please contact me directly at 772-467-3790 or by email at [ckirkland@cityoffortpierce.com](mailto:ckirkland@cityoffortpierce.com). Due to shifting office hours, it is best to contact me by email or leave a voicemail and I will contact you as soon as I return to the office.

A complete version of the Code of Ordinances can be accessed at [www.cityoffortpierce.com](http://www.cityoffortpierce.com) or [www.municode.com](http://www.municode.com).

Sincerely,  
  
Charmaine Kirkland  
Code Enforcement Officer

In addition to furnishing this notice to the property owner listed above by certified mail and first class mail, copies of this notice have been provided by first class mail to:

ANDREA L AYLETT-HOSCH  
122 E LAKE AVE  
LONGWOOD, FL 32750

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete Items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or</li> </ul> <p>1. Address</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>2002 AVENUE M LAND TRUST 122 E LAKE AVE LONGWOOD, FL 32750</p> </div> <p>23-2936 LTC CK      2002 AVENUE M</p>	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)      C. Date of Delivery</p> <p><i>Kathy Poon</i>      11/10/20</p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> NO</p>
 <p>9590 9402 7201 1284 3931 65</p> <p>7022 1670 0001 6996 2097</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Adult Signature</li> <li><input type="checkbox"/> Adult Signature Restricted Delivery</li> <li><input checked="" type="checkbox"/> Certified Mail®</li> <li><input type="checkbox"/> Certified Mail Restricted Delivery</li> <li><input type="checkbox"/> Collect on Delivery</li> <li><input type="checkbox"/> Collect on Delivery Restricted Delivery</li> <li><input type="checkbox"/> Mail Restricted Delivery</li> <li><input type="checkbox"/> Priority Mail Express®</li> <li><input type="checkbox"/> Registered Mail™</li> <li><input type="checkbox"/> Registered Mail Restricted Delivery</li> <li><input type="checkbox"/> Signature Confirmation®</li> <li><input type="checkbox"/> Signature Confirmation Restricted Delivery</li> </ul>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053 <span style="float: right;">Domestic Return Receipt</span></p>	

E. USPS green card-signed

[00:00:10]

>> I WOULD LIKE TO CALL THIS MEETING TO ORDER THIS IS THE FORT PIERCE REDEVELOPMENT AGENCY IT'S NOVEMBER 14, 2023. WE STAND FOR THE PLEDGE OF ALLEGIANCE.

>> I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION, INDIVISIBLE, WITH LIBERTY AND JUSTICE FORALL .

>> CALL THE ROLE PLEASE.

>> HUDSON >> PRESENT

>> ROBERT >> PRESENT

[4. APPROVAL OF MINUTES]

>> >> COMMISSIONER C JOHNSON

>> HERE >> COMMISSIONER J JOHNSON

>> HERE.

>> THE FIRST ITEM ON THE AGENDA IS APPROVAL OF THE MINUTES FOR THE ACTUAL 10TH, 2023 .

FPRA MEETING.

>> WE HAVE A MOTION AND A SECOND. PLEASE CALL ROOM.

>>

[5. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA]  
APPROVAL OF AGENDA.

>> ARE THERE ANY CHANGES TO THE AGENDA?

>> MOVING TO SET THE AGENDA.

>> WE HAVE A MOTION AND A SECOND. CALL THE ROLE, PLEASE.

>> COMMISSIONER C JOHNSON, COMMISSIONER J JOHNSON, COMMISSIONER BRODERICK, COMMISSIONER GAINES, CHAIRWOMAN HUDSON.

[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.]

>> NEXT ON THE AGENDA IS A COMMENTS FOR THE PUBLIC.

>> TIME FOR PUBLIC COMMENT. ANY PERSON WISHING TO MAKE, AND SOMETHING ON THE AGENDA YOU WILL HAVE THREE MINUTES.

>> MY NAME IS CHAD INGRAM 411 NORTH NINTH STREET MET AMERICAN COMMISSIONERS THE LAST TIME I WAS IN FRONT OF YOU I WAS BRINGING UP THE TOPIC ABOUT SOME OF THE SURPLUS PROPERTY ISSUES. I WANTED TO COME AND REMIND YOU THAT IN PROCESSING SOME OF THE PACKETS ON SPECIFICALLY ABOUT MY BID PACKET THERE WERE CHANGES MADE.BUT I DO WANT TO LET YOU KNOW I DON'T THINK THAT THE CHANGES WOULD HAVE MADE COMICS KISS ME, LOSE THAT PARTICULAR ROUTE. SO I DON'T WANT TO STOP ANYTHING OR STOP YOU GUYS FROM MOVING FORWARD BUT I DO WANT TO, EXCUSE ME, TAKE TIME GOING FORWARD TO LOOK INTO THAT PROCESS AND SEE HOW THOSE CHANGES COULD HAVE BEEN MADE. AND HOW WE CAN PROTECT FROM MAKING IN THE FUTURE. AND THAT'S ABOUT IT, THANK YOU.

>> THANK YOU, SIR. ANYONE ELSE WISH TO ADDRESS PLEASE COME FORWARD.

>> GOOD EVENING MY NAME IS LARRY WINTERS MY ADDRESS IS 1710 CRESTVIEW DRIVE.

I WOULD LIKE TO SAY A FEW WORDS ABOUT THE CITY'S TRANSPORTATION SERVICE.

AS YOU KNOW CURRENTLY THE SOUTHERN PORTION BABY ON THE ISLAND STOPS AT GULFSTREAM AVENUE. IN MY HANDS I HAVE ALMOST 100 SIGN PETITIONS TO REQUEST FUTURE FREEBIE TO CONTINUE FURTHER SOUTH ON SOUTH OCEAN DRIVE.

WHILE THIS SUGGESTED EXPANSION IS ONLY ABOUT A MILE WILL INCLUDE SEVERAL KEY FORT PIERCE NEIGHBORHOODS. THESE NEIGHBORHOODS INCLUDE MADE ME, THEY, SOUTH BEACH, SURFSIDE AND OCEAN VILLAGE. THESE HIGH DENSITY RESIDENTIAL NEIGHBORHOODS WOULD ADD THOUSANDS OF POTENTIAL CUSTOMERS FOR FREEBIE THIS MINOR EXPANSION WOULD PROVIDE EFFICIENT AND EFFECTIVE CONNECTIVITY TO THE FPRA BUSINESS DISTRICT AND HUGE ECONOMIC DRIVER. WE COULD ALSO FEEL MOBILITY GAPS, IS A TRAFFIC CONGESTION, REDUCE CARBON FOOTPRINT AND A LOWER STRESS ON PARKING DEMANDS IN THE DISTRICT.

I REALIZE TONIGHT YOU MIGHT NOT BE ABLE TO TAKE OFFICIAL ACTIONS UNDER THE SECTION OF THEIR AGENDA HOWEVER I'M HOPING YOU CAN SAY A FEW WORDS DURING A STAFF BOARD COMMENTS QUESTIONS NINE AND 10 OF THE MEETING I LOOK FORWARD TO ANY SUGGESTIONS YOU HAVE THE BEST WAY TO GIVE THE FPRA BOARD COMMUNITY INPUT FOR THE SUGGESTED EXPANSION OF THE FREEBIE SERVICE YOU FOR YOUR TIME AND CONSIDERATION.

>> THANK YOU, SIR, ANYONE ELSE WISHING TO ADDRESS THE COURT PLEASE COME FORWARD.

> SAYING THAT NO MOVEMENT WE WILL MOVE ON.

[7. CONSENT AGENDA]

>> NEXT IS THE CONSENT AGENDA.

>> IS THERE ANYTHING THAT ANY BOARD MEMBER WANTS TO PULL IF NOT I WILL ENTERTAIN A MOTION.

>> CHAIR APPLICABLE ITEM A. WILL YOU MAKE A MOTION FOR THE REMAINDER OF IT?

>> MOTION TO APPROVE.

>> WE HAVE A MOTION AND A SECOND. ONLY WILL, PLEASE.

>> COMMISSIONER J JOHNSON, COMMISSIONER BRODERICK, COMMISSIONER GAINES, COMMISSIONER C JOHNSON, CHAIRWOMAN HUDSON.

>> YOU WANT TO READ WHAT THAT IS. IT'S A, HE PULLED A READ THAT.

.

>> APPROVAL OF THE THIRD AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE STATE OF

[00:05:09]

FLORIDA TO PERMIT OF THE STATE AND THE CITY OF FORT PIERCE EXTENDING THE GRANT. FOR THE I WOULDN'T MISS A PARTY.

>> IS THE THIRD EXTENSION. IS THERE AN IDEA WHERE WE STAND ON THAT PROJECT CURRENTLY BECAUSE THIS EXTENSION I THINK ONLY RAMP TO THE END OF THE YEAR. THIS MOST RECENT EXTENSION.

>> THE AMENDED LENGTH OF THE AGREEMENT WITH TAKES US TO 620 24.

>> WERE IN THAT WINDOW RIGHT NOW THIS PUTS US IN JUNE. ARE WE WELL UNDERWAY OR IS THIS CAN BE WRAPPED UP IS THAT THE PROCESS?

>> LIMITING OUR ESTEEMED PROJECT MANAGER AUDREY TO THE MICROPHONE SO SHE CAN TELL YOU THE STATUS OF THIS PROJECT.

>> YOU MUST HAVE KNOWN I WAS GOING TO PULL THAT ITEMS TODAY.

>> I WAS NOT SURE BUT WHATEVER QUESTIONS YOU HAVE I CAN ANSWER.

>> JUST CURIOUS I HAVE NOT PUT ICE AN ACTUAL CONSTRUCTION PROCESS AND YOU GIVE US THE VERY KIND OF CONCISE STANDPOINT OF WHERE WE ARE ON THE CONSTRUCTION PROCESS AND WHAT YOUR THOUGHTS ARE AS FAR AS TIMELINE FOR COMPLETION WITHIN THE BOUNDARIES OF WHAT WERE LOOKING TO IMPROVE YOUR NOW.

>> ACCORDING TO THE DEVELOPER IS GOING TO TAKE ABOUT SEVEN MONTHS TO

COMPLETE THE CONSTRUCTION OR THE IMPROVEMENTS TO THE MUSEUM. WE ARE ANTICIPATING THIS WEEK TO SUBMIT THE PERMITS TO THE BUILDING PERMIT BUILDING DEPARTMENT.

THEY HAVE JUST BEEN SOME DELAYS IN COORDINATING THE OTHER ENTITIES THAT ARE INVOLVED WITH THE IMPROVEMENTS WITH THE MUSEUM. I.E. THE FIRES.

ONE, THE SECURITY SYSTEM. I THINK BECAUSE THERE ARE THREE DIFFERENT ENTITIES THAT ARE INVOLVED AND ALSO MAYOR HUDSON TAKE ON CONSIDERATION THE WISHES OR SOME OF THE SUGGESTIONS FROM THE HIGHWAYMEN ALSO. IT'S THE PROCESS OF TRYING TO BRING ALL OF THAT TOGETHER. GET INTO A PLAN THAT WE CAN SUBMIT TO THE BUILDING DEPARTMENT FOR THE DEMOLITION PERMIT.

>> YOU ARE READY TO CEMENT NOW?

>> YES, WE ARE READY TO SUBMIT NOW AND WANTS TO GET STARTED IT WILL CONTINUE THE REASON WHY IT WAS CONTINUED EXTENDED IF THAT WAS A SUGGESTION FROM THE STATE IS THAT WITH THIS WE SHOULD JUST GO AHEAD AND EXTENDED TO THE END OF THE GRANT PERIOD WHICH WOULD ALLEVIATE US HAVING TO COME BEFORE THEM AND WITH YOU ALSO TO ASK FOR ANOTHER EXTENSION.

>> EXTEND TO THE END OF THE GRANT PERIOD. SO WE HAVE TO EXTEND THE MONEY BETWEEN NOW AND THEN? YES AND EVERYTHING HAS TO BE COMPLETED.

>> WE WILL BE WORKING DOUBLE SHIFTS THANK YOU.

>> THANK YOU VERY MUCH.

>> MOVED TO APPROVE. >> WE HAVE A MOTION AND A SECOND. ALL THE ROLE, PLEASE. BUCKS COMMISSIONER J JOHNSON, COMMISSIONER BRODERICK, COMMISSIONER GAINES, COMMISSIONER C JOHNSON, CHAIRWOMAN HUDSON. MOVING ON TO NEW BUSINESS RESOLUTION 2307 RESOLUTION OF

[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.]  
THE FORT PIERCE REDEVELOPMENT AGENCY INDEPENDENT SPECIAL AGENCY OF FORT PIERCE, FLORIDA AVENUE B AND CONNECTORS DETERMINING THE BEST INTEREST IN THE WELFARE OF THE CITY AND ITS RESIDENTS PROVIDE FOR APPROPRIATE BUDGET ITEMS PROVIDING FOR EFFECTIVE DATE.

THIS RESOLUTION AUTHORIZES THE EXECUTION OF A DEED TO TRANSFER 15.

>> MR. MIMS.

>> MADAM CHAIR AND MEMBERS OF THE BOARD THIS IS THE CONCLUSION OF THE CITY'S PORTION DEVELOPMENT AGREEMENT WITH EASE WAS CONSTRUCTION. AM GOING TO ASK AGAIN OUR PROJECT MANAGER AUDREY TO COME UP AND GIVE US A BRIEF OVERVIEW OF WHERE WE ARE AND WHAT THIS ACTUAL RESOLUTION JUST FOR US IN AUTHORIZING THIS EXECUTION.

>> THIS IS EXCITING THIS IS THREE YEARS IN THE MAKING THE STORY BACK IN 2020.

SO BASICALLY THIS RESOLUTION IS AUTHORIZING STAFF OR FPRA TO MOVE FORWARD WITH THE EXECUTION OF THE DEED TO TRANSFER THE PROPERTY TO DEVELOPER. ONCE THAT HAS OCCURRED AND IS ALSO SOMETHING ELSE THAT WILL BECOME BEFORE YOU AS IT RELATES TO THIS PROPERTY SO WE CAN MOVE ALONG TOWARDS THE CLOSING OF THE PROPERTY AND TO BEGIN THE PROJECT.

ONCE ALL THAT IS DONE WE ARE ANTICIPATING THE CLOSING WILL TAKE PLACE ON OR BEFORE NOVEMBER 30 SHORTLY AFTER THAT THEY WILL BE READY TO BEGIN CONSTRUCTION ON THE FIRST SET OF FOUR HOMES AND WE ARE ANTICIPATING THE MEDIA GROUNDBREAKING ON DECEMBER 7 SO

[00:10:03]

WERE JUST TRYING TO WORK OUT SOME OF THOSE LOGISTICS AS RELATES TO THAT.

WE LOOK FORWARD TO GETTING THAT PROJECTS ARE GETTING IT MOVING ON.

>> QUESTIONS ?

>> THANK YOU MS. MOORE WELLS. CAN YOU PROVIDE AN UPDATE AS TO PEOPLE THAT HAVE SIGNED UP FOR FIRST-TIME HOMEBUYER ASSISTANCE OR PROGRAMS OR TRAININGS TO BE PREQUALIFIED FOR THESE HOMES.

I THOUGHT WE WERE DOING SOMETHING IN THAT NEIGHBORHOOD. KIND OF GETTING PEOPLE READY FOR IT THE DEVELOPER WAS DID I MISS READ THAT?

>> IN THIS PARTNERSHIP, SIR, WE ARE MORE SO THE FACILITATOR OF THE LAND AND INFRASTRUCTURE THE ACTUAL DEVELOPER IS HANDLING ALL THE EDUCATIONAL COUNSELING MARKETING, EVERYTHING.

WE BE MORE THAN HAPPY TO HAVE THE DEVELOPER COME HERE AND GIVE YOU AN UPDATE AS TO THEIR ACTIVITIES.

>> I WOULD LIKE THAT I'M CURIOUS AS TO THAT END WE HAD OUTREACH FOR FIRST RESPONDERS, ETC. AND I WANT TO KNOW WHERE THEY ARE WITH THAT. OKAY, THANK YOU.

>> ANY OTHER QUESTIONS? YOU VERY MUCH. IS THERE A DISCUSSION? OR A MOTION.

>> MOVE, GO AHEAD.

>> MOTION TWO.

>> WE HAVE A MOTION AND A SECOND. PLEASE CALL THE ROLL.

>> COMMISSIONER J JOHNSON, COMMISSIONER BRODERICK, COMMISSIONER GAINES,

[b. FPRA Resolution 23-06 authorizing the execution of the sale and development agreement for 424 & 426 Douglas Court.]  
COMMISSIONER C JOHNSON, CHARIWOMAN HUDSON . NEXT IS RESOLUTION 23-06 RESOLUTION OF THE 4P'S RITALIN AGENCY SPECIAL DISTRICT OF THE CITY FOR PEACE ORDER TRANSFER OF REAL PROPERTY COMMONLY KNOWN AS AS 424 DOUGLAS COURT WORK FOR 26 DOUGLAS COURT PREVIOUSLY A SURPLUS PROPERTY IN THE BEST INTEREST IN THE PUBLIC BID FOR THE REAL PROPERTY FROM 1/3 PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST IN AUTHORIZING AND DIRECTING OFFICERS ARE ATTORNEYS AND AGENTS IN THE 40S REDEVELOPMENT AGENCY TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS PROVIDING FOR A SEVERABILITY CLAUSE REPEALING ALL RESOLUTIONS AND CONFLICT HERE WITH PROVIDING FOR AN EFFECTIVE DATE.

>> MR. MIMS.

>> MADAM CHAIR, MEMBERS OF THE BOARD WE OUGHT TO ASK MIRIAM GARCIA OUR SPECIALIST TO COME APPEAR SHE WILL GIVE US A QUICK OVERVIEW OF HOW WE GOT HERE AND ALSO WHAT WE ARE DOING TONIGHT.

AS YOU KNOW WE HAVE GONE THROUGH SEVERAL ITERATIONS IN SEVERAL CONVERSATIONS AND I BELIEVE WE HAVE FINALLY ARRIVED AT A DOCUMENT THAT WE ALL AGREED UPON THAT THAT DOCUMENT IS NOW GOING TO BE USED FOR THE SALE AND TRANSFER OF PROPERTIES THAT WE HAVE DESIGNATED AS A SURPLUS AND USED FOR RESIDENTIAL CONSTRUCTION. I WILL ALLOW MIRIAM TO GIVE US A BRIEF OVERVIEW.

>> MS. GARCIA.

>> GOOD EVENING. BACK IN JANUARY, FEBRUARY WE ISSUED AN RFP FOR THE SURPLUS PROPERTIES THIS WAS ONE OF THE SURPLUS PROPERTY BIDS. WE RECEIVED SEVERAL BIDS FOR THE PROPERTY. THE EVALUATION COMMITTEE. THOSE AND SCORED THE HIGHEST PROPOSER WE PRESENTED THAT TO YOU IN APRIL AND THEN YOU APPROVED THE ONE THAT WAS HIGHEST RANKED. AT THAT MEETING IN APRIL INSTEAD OF JUST HAVING THE DEED FPRA BOARD REQUEST A SALE OR AGREEMENT DEVELOPMENT AGREEMENT WHICH THE CITY ATTORNEY'S OFFICE HAS PRESENTED TO US AND THIS IS THE FINAL VERSION THAT THEY HAVE PRESENTED.

THE DEVELOPER PRESENTED HIS TIMELINE. THE COMMITMENT OF CONSTRUCTION AND CERTIFICATE OF OCCUPANCY SO FOR THIS PROPERTY IT WAS ONE BID BUT IT WAS FOR 4 TO 4

AND 426 DOUGLAS COURT TO PROPERTIES ON ONE RFP. ONE RESOLUTION TO DEVELOPMENT AGREEMENTS FOR TWO SEPARATE PROPERTIES.

>> THIS INCORPORATES THE SUGGESTIONS WE MADE THE KIND OF CREATED A TEMPLATE IS THAT CORRECT?

>> THE TEMPLATE THAT WAS RECOMMENDED.

>> QUESTIONS? COMMISSIONER BRODERICK.

>> EXCUSE ME, I THINK YOU SAID CERTIFICATE APPLICATION OF A BUILDING DEPARTMENT OR CONSTRUCTION COMMENCEMENT WHAT ARE THE TIMELINES?

>> THE TIMELINE FOR THIS RFP IS IT WILL APPLY FOR THE BUILDING PERMITS WITHIN 90 CALENDAR DAYS OF THE CLOSING OF THE PROPERTY. SO TODAY IF YOU APPROVED THE SALE AGREEMENT WE WILL MOVE FORWARD TO THE TITLE COMPANY AND THEN FROM THAT CLOSING DATE THEY WILL HAVE 90 DAYS THIS DEVELOPER AGREED TO BE ABLE TO APPLY FOR THEIR BUILDING PERMITS WITHIN 90 DAYS.

AND THEN FROM THAT TIME ONCE HE GETS HIS BUILDING PERMITTED ISSUE IT WOULD BE 60 CALENDAR DAYS TO COMMENCE CONSTRUCTION AND THEN TO COMPLETE THE PROJECT IT WOULD BE ONE YEAR FROM THAT POINT.

>> OKAY. THAT'S I THINK THAT'S THE DIRECTION WE HAVE BEEN HAVING WITH THIS. AND TO HEAR IT LAID OUT DISTINCTLY LIKE THAT I THINK THOSE TIMELINES MAKE SENSE. AND I AM HAPPY. WITH THAT.

[00:15:04]

THAT TYPE OF PACKAGE THAT I THINK IT ALLEVIATES THE STRESS POINT, IT ALLEVIATES ALL THE CONCERNS I BELIEVE THAT THIS BODY HAS VOICED AS NICK WAS SAYING MULTIPLE ITERATIONS OF DISCUSSION ON THIS. EXCELLENT JOB, MIRIAM, ON NAILING IT DOWN LIKE THAT AND YOU'RE HOLDING WILBUR WAS INVOLVED WITH THAT. THE ATTORNEY'S OFFICE, TOO.

THAT'S PRECISELY WHAT WE NEED AND THAT MEANS WE ARE LOOKING TO DO BUSINESS NOT JUST SELL PROPERTY. I'M THRILLED WITH THIS PROCESS AND I HOPE TO SEE MANY MORE ALONG THE SAME LINES.

>> TODAY.

>> ALONG THOSE LINES AND WITH THE DIGITAL RECORDER PART OF THIS THERE IS OVER.

PART OF THIS THAT'S CLEAR TO ME SO WHEN THEY SIGNED THIS THEY KNOW UP FRONT NOT GETTING THESE TIMELINES THEY BREACHED THIS CONTRACT THOSE FUNDS THAT HAVE BEEN CONTRIBUTED WILL BE LOST.

THAT'S VERY CLEAR IN THIS AND I'M LOOKING AT THAT. I WANT TO POINT THAT OUT I'M HAPPY THAT WE WERE ABLE TO GET THIS THROUGH AN WE ARE VERY UPFRONT WITH PEOPLE SO WE HOPE TO SEE PROGRESS AND THAT SORT OF WHAT WE ARE LOOKING TO IS TO GET THESE VACANT LOTS ETC.

ACTED UPON IN OUR CITY. HOUSES, WE DON'T WANT THEM BACK WE WANT STUFF BUILT IN ON THE TAX ROLE.

>> ONE FOLLOW-UP QUESTION, MIRIAM, AS PROJECT MANAGER ON THIS AND OTHERS I AM SURE YOU KEEP SOME TYPE OF A MASTER SCHEDULE OF WHEN ALL THESE DATES ARE THE DATES NEED TO BE MET. IF THEY'RE NOT THAT COMES BACK TO US OR DO YOU ISSUE NOTICE TO THE PROPERTY OWNER?

>> USUALLY CHECK IN WITH THE DEVELOPERS REGULARLY IF I SEE THEY HAVE LIKE A 60 DAY WINDOW BEFORE THE EXPIRATION WE WILL TOUCH BASE WITH THEM 30 DAYS WE WILL TOUCH BASE AGAIN WITH THE DEVELOPERS WILL REACH OUT, AS WELL.

>> TIMELINES BEING MANAGED INTERNALLY.

>> YES.

>> DID YOU SAY THE DEVELOPER SUGGESTED THESE TIMELINES?

>> CORRECT, WE LEFT IT BLANK.

>> SO THEY ARE SAYING THIS IS WHAT THEY ARE GOING TO DO. WE ARE NOT GOING TO SAY YOU ARE GOING TO DO THIS.

>> THIS IS WHAT THEY CAN ACHIEVE.

>> ANYBODY ELSE ANY OTHER QUESTIONS? THANK YOU VERY MUCH. ALREADY ANY DISCUSSION OR IS THERE A MOTION?

>> MADAM AMIR, I WOULD ENTHUSIASTICALLY MOVED TO APPROVE.

>> WE HAVE A MOTION AND A SECOND. PLEASE CALL THE ROLL..

>> COMMISSIONER J JOHNSON, COMMISSIONER BRODERICK, COMMISSIONER GAINES, COMMISSIONER C JOHNSON, CHARIWOMAN HUDSON .

[c. FPRA Resolution 23-05 authorizing the execution of the sale and development agreement for 612 N 25th Street.]

>> YES, MA'AM.

>> NEXT IS RESOLUTION AND 20 30 FIVE AUTHORIZING THE EXECUTION OF THE SALE OF THE DEVELOPMENT AGREEMENT TO TERMINATE THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 612 NORTH 25TH STREET FORT PIERCE, FLORIDA USUALLY A SURPLUS PROPERTY TO BE THE BEST INTEREST IN THE PUBLIC FROM THIRD-PARTY PURCHASES FOR THE VALUES IN THE PUBLIC INTEREST IN 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 TO CLAIM ALL RESOLUTIONS AND CONFLICT HERE WITH PROVIDING FOR AN EFFECTIVE DATE.

>> MR. MIMS.

>> MADAM CHAIR, THE BIRDS OF THE BOARD WE AGAIN WE HAVE MIRIAM GARCIA WHO GIVES A VERY BRIEF OVERVIEW OF THIS RFP BID AND HOW WE GOT HERE AND WHAT WE ARE DOING TONIGHT.

>> SAME SITUATION WITH THE SURPLUS PROPERTY AT 612 NORTH 25TH STREET THE RP RECEIVED THOSE BIDS FOR THIS ONE --WITH THE HIGHEST RANKED PROPOSAL THEY PROPOSE TO DEVELOP A NEIGHBORHOOD PARK CALLED VILLAGE HE WAS A GARDEN OF HOPE.

THERE TIMELINE FOR THEIR BUILDING PERMITS THEY SAID THEY COULD OBTAIN THOSE PERMITS WITHIN 180 DAYS.FTER THAT THEY COULD COMMENCE CONSTRUCTION 120 DAYS AFTER THEY RECEIVED THEIR BUILDING PERMIT AND THEN COMPLETE THE PARK OR NEIGHBORHOOD PARK WITHIN 180 CALENDAR DAYS. FOUR 612 NORTH 25TH STREET. HE PURCHASED THE ADJACENT LOT SO THIS PART WILL BE DEVELOPED ON BOTH OF THOSE PROPERTIES.

>> MY MEMORY WAS ONE OF THE THINGS QUESTIONS WE WERE CONCERNED ABOUT IS THE UPKEEP OF THE PARK AFTER IT WAS CREATED WAS A WAY TO STAY IN HIS HANDS.

>> HE HAS NOT MADE THAT DECISION AT THIS TIME HE SAID HE WANTED TO GET IT UP AND RUNNING AND THEN HE WOULD DECIDE LATER IF HE WAS GOING TO LOOK TO US FOR ANY ASSISTANCE AS FAR AS UPKEEP OF THE PARK.

>> BUT IT'S HIS UPKEEP UNTIL IT IS?

>> CORRECT.

>> TONIGHT WE ARE SAFELY TRANSFER THE PROPERTY TO THAT ENTITY THAT'S ALL WE ARE DOING

[00:20:04]

TONIGHT.

>> OTHER QUESTIONS?

>> REMEMBER EARLY ON IN THIS PROCESS I MAY HAVE THE LOTS INTERTWINED IS THERE A LIEN ON THIS?

>> YES, THERE ARE LIENS FROM DEMOLITION.

>> DO YOU HAVE ANY INFORMATION PERTAINING I REMEMBER HAVING SOME ISSUE OF THAT CAN YOU GIVE US AN OVERVIEW OF THAT? ASK THERE ARE HARD

>> THERE ARE HARD COSTS AND SOFT COSTS I BELIEVE IT SOLD \$10,000 IF YOU WAIT THIS OFF BECAUSE IT WAS CLOSER TO \$5000 OF HARD COSTS.

>> FPRA OWNS IT, CITY HAS THE LIEN? > CORRECT.

>> OH GOODNESS. AND THEY ARE REQUIRING THIS PROPERTY THEY ARE PURCHASING IT FROM FPRA WHAT IS THE PURCHASE PRICE?

>> \$5000.

>> SO IN ESSENCE IT CLEARS THE HARD COSTS OF THE CITY HAS INCURRED SO IN ESSENCE JUST A EVEN A SWAP.

>> RIGHT.

>> FOR THE DEVELOPMENT OF A PARK.

>> CORRECT.

>> SO IS THE PUBLIC AND BETTERMENT TO HAVE A PARK.

>> YES, SIR.

>> THIS OFF BECAUSE I'M NOT REALLY OVERLY CONCERNED ABOUT THE HARD COSTS WE ARE RECOUPING SO IT'S NOT ZERO. OKAY, THANK YOU.

>> MADAM AMIR, AT THE SAME THOUGHT PROCESS WITH US WEARING OUR FPRA HATS IT'S BASICALLY WE OWE THE LIEN AT THIS POINT, CORRECT. WE ALL WHATEVER IT IS. THAT'S ON THE PROPERTY. WE OWE THE CITY. SO SITTING WITH HIS HAT ON THE GIVEN BALANCE OUT THERE AND AGREEMENT OF THE TRANSFER PROPERTY TO THE NET ZERO BUT YOU ARE TALKING ABOUT. EVEN BETTER AND WITH THE DEVELOPMENT AGREEMENT IT EVEN BECOMES MORE OF A POSITIVE FOR OUR COMMUNITY.

>> I THINK WE WERE LOOKING AT A PARK SCENARIO THAT'S GOING TO BE USED BY THE CITIZENRY FOR A PARK ENVIRONMENT I MIGHT HAVE MORE OF A CONCERN RELATIVE TO THE PAYOUT BUT IN THIS INSTANCE I THINK IT'S IN THE PUBLIC GOOD THAT WAS GOING TO BE. THERE IS GOING TO BE A BENEFIT TO ALL AND SINCE THE CITY IS NOT BE FINANCIALLY REALLY HARMED IN ANY CAPACITY WE ARE COMING OUT AT ZERO AND I'M LIKE OKAY THIS IS A POSITIVE AND IT'S A GOOD SOLUTION TO POTENTIALLY THORNY SITUATION.

>> DO WE RECALL HOW WE HOW FPRA ACQUIRE THIS PARCEL WAS A TRANSFER FROM ST. LUCIE COUNTY?

>> PROBABLY, YES. TYPICALLY, WE WOULD GET ME FROM ST. LUCIE COUNTY AND THERE WOULD BE DIRECTED TO CITY OF FORT PIERCE THE CITY OF FORT PIERCE WOULD TRANSFER THE PROPERTY TO FPRA. THAT'S PROBABLY WHAT HAPPENS.

>> AND THEY STARTED LIMITING THE FINES ON IT.

>> ST. LUCIE COUNTY PROBABLY INCURRED IN THE FINES. SOMEBODY DID AT SOME POINT.

>> FPRA IS THE OWNER AND AS THE OWNER WE CURRENTLY OWE THE CITY OF FORT PIERCE MONEY FOR WORK THAT WAS DONE AND THAT WILL BE PAID TO THE CITY OF FORT PIERCE AND THOSE LIENS WILL BE SATISFIED. I THINK IT'S A GOOD OUTCOME.

>> MADAM CHAIR, BOARD MEMBERS, I WANT TO BE CLEAR THE LIENS DO RUN WITH THE LAND.

SO ONCE IT IS EXECUTED IF IT'S EXECUTED IT WOULD RUN TO THE PURCHASER. HE WOULD BE RESPONSIBLE FOR THE LIENS THERE'S NOTHING SPECIFICALLY WRITTEN INTO THE SALE AGREEMENT RELATED TO THE PAYMENT OF THOSE LIENS.

>> SO HOW DO WE EXECUTE THAT?

>> JUST AS WE HAVE DONE IN THE PAST WE WILL UTILIZE THE PROCEEDS FROM THE SALE TO PAY OFF THE CITY AND SATISFY THE LIENS AND IT WILL BE TAKEN CARE OF. WE REALLY NEED I THINK WE CAN TAKE CARE OF IT AND ILLUSTRATIVELY. WE REALLY CAN'T.

>> SO WHAT I HEAR WE ARE GOING TO TAKE CARE OF IT WHICH IS FINE. BUT WE HAVE TO GO THROUGH THERE'S GOING TO BE TITLED, RESEARCH DONE,

COULD BE, RIGHT SO MY POINT IS CLEAR IT SO THE TRANSFER CAN BE CLEAR. IS THAT WHAT YOU ARE SAYING?

>> JEREMIAH, THE FLIPSIDE IS THE BUYER TAKES IT WITH THE LIEN.

I UNDERSTAND OUR AGREEMENT AS WE ARE DISCHARGING A POST CLOSING BUT THE BURDEN IS BEEN SHIFTED TO THEM SO WE ARE NOT AT ANY RISK IN ANY CAPACITY AT ALL.

AND THEN WE DO A POST CLOSING I AM FINE WITH THAT WHOLE PROCESS I UNDERSTAND THAT BUT THE CITY IS NOT AT ANY RISK BY DOING IT THAT WAY.

>> ANY OTHER QUESTIONS, ANY OF THE DISCUSSION? THANK YOU VERY MUCH. IS THERE A MOTION OR DISCUSSION?

[00:25:04]

>> MADAM AMIR I MOVED TO THE APPROVAL.

>> IS THERE A SECOND? WE HAVE A MOTION AND A SECOND. PLEASE CALL THE ROLL.

>> COMMISSIONER J JOHNSON, COMMISSIONER BRODERICK, COMMISSIONER GAINES, COMMISSIONER C JOHNSON, CHARIWOMAN HUDSON

>> YES, MA'AM. P

[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]

>> ALL RIGHT, NEXT IS A PROGRESSION PROPERTIES LLC REDEVELOPMENT UPDATE FOR 429 AVENUE J AND 2002 AVENUE M REQUESTING AN ADDITIONAL EXTENSION DEADLINE TO COMMENCE CONSTRUCTION WAS NOVEMBER 10, 2024.

>> MR. MIMS.

>> MADAM CHAIR, MEMBERS OF THE BOARD WE HAVE A REQUEST FROM A REPRESENTATIVE OF THE PROPERTIES AND WE ASK THAT REPRESENTED TO ATTEND THIS MEETING AND THEY HAVE THAT REQUEST TO YOU.

>> WOULD YOU LIKE TO HEAR THAT REQUEST?

>> MADAM CHAIR, BOARD MEMBERS I THOUGHT I HEARD MADAM CLARK RITA COMMENCEMENT WAS 2024 WAS A SUPPOSED BE 2023? MR. MIMS, DO YOU KNOW.

>> THE TITLE SAYS THE 2024, IS THAT A MISTAKE?

>> NOVEMBER 10, 2023.

>> THANK YOU VERY MUCH I FEEL LIKE MARTY LIVING IN 2024.

>> IS THERE A REPRESENTATIVE FROM A PROGRESSION PROPERTIES WOULD YOU LIKE TO COME FORWARD AND SAY ANYTHING TO THE BOARD?

>> GOOD EVENING MADAM AMIR, COMMISSION, STAFF I AM PAMELA CARRUTHERS 2415 LAKE AVENUE IS LAYING IN THE VERO BEACH, FLORIDA. I'M COMING BEFORE YOU REQUESTING AN EXTENSION TO THE PREVIOUSLY EXTENDED DATE THAT WAS SET BEFORE YOU IN JUNE OF THIS YEAR. TO COMMENCE CONSTRUCTION OF PROPERTIES AT 1409 AVENUE J AS WELL AS 2002 AVENUE M. AT OUR LAST MEETING THE TIMELINE WAS SET TO HAVE AT LEAST A BASELINE OF CONSTRUCTION IN PLACE BY THE NOVEMBER 10 DEADLINE OF THIS YEAR. AT THIS PARTICULAR JUNCTURE WE HAVE GRADED THE PROPERTIES AS WELL AS SEDATED THE PERMIT APPLICATIONS AND FOR BOTH OF THOSE PARCELS.

THAT'S WHERE WE ARE NOW. THE PERMIT, THE DPC ARE PORTION OF THE PERMIT IS WHAT HAS BEEN TRACKED ON BOTH OF THOSE PARCELS. ON BOTH OF THOSE PROPERTIES.

I HAVE MY CONTRACTOR, GENERAL CONTRACTOR, WITH ME, AS WELL. TO ADDRESS ANY OF YOUR CONSTRUCTION QUESTIONS THAT YOU MAY HAVE.

>> MADAM AMIR, SO THANK YOU FOR EXPLAINING A LITTLE BIT. SO TALK TO ME ABOUT THE PROCESS INTO THE REVIEW IN THE BUILDING DEPARTMENT, ALSO. WE ARGUE WITH THAT PART?

>> WHERE WE ARE WITH THAT PART OF IT IS THE PERMIT APPLICATION THE

INITIAL DEPARTMENT PERMIT COMPLIANCE REVIEW THAT HAS ALREADY BEEN SUBMITTED TO THE VARIOUS ENGINEERING AND THINGS OF THAT NATURE ON THOSE PARCELS. I SPOKE WITH CONFIRMED THAT TODAY WITH THE BUILDING DEPARTMENT.

>> SO DPC R BUT WHAT ABOUT THE SPECIFIC PLANS AND THE BUILDING PERMIT APPLICATION? THE SPECIFIC PLANS ARE PART OF THE PERMIT REVIEW AND ONCE THAT IS COMPLETE THEN WE ARE READY TO SUBMIT WE ARE JUST WAITING FOR THAT INITIAL.

>> THAT'S COMPLIANCE REVIEW ONCE THAT'S COMPLETE WE ARE BUILDING PERMIT.

>> YES, SIR.

>> HAVE THEY INDICATED YOU HOW LONG THAT WILL TAKE IN ADDITION TO? X NO, THEY HAVE NOT I CAN CHECK WITH MY CONTRACTOR TO SEE IF THEY HAVE ANY INFORMATION.

>> IF HE IS GOING TO SPEAK IS TO COME UP AND IDENTIFY HIMSELF.

THAT'S ALL RIGHT. IF YOU WANT HIM TO SPEAK THAT'S FINE BUT HE NEEDS TO COME UP AND IDENTIFY HIMSELF.

>> SO MY CHALLENGE IN QUESTION IS GOING TO BE YOUR CONTRACTOR. BECAUSE HE WILL PULL THE PERMIT APPLICATION IN HIS NAME. IN THE COMPANY'S NAME. WITH HIS LICENSE.

YOU HAVE SIGNED AND SEALED PLANS YOU WILL SUBMIT AND THOSE ARE SIGNED AND SEALED TODAY AND THEY ARE 100 PERCENT COMPLETE SIGNED AND SEALED?

>> YES, SIR.

>> HAS THE BILLING DEPARTMENT INDICATED ANY TIMEFRAME OF THAT REVIEW AND HERE'S WHY I'M ASKING BECAUSE OF NEW BUILDING CODE GOES INTO EFFECT JANUARY 1 SO YOU HAVE A PERMIT IN YOUR

[00:30:03]

HAND YOU WILL BE BACK BACKWARDS A FEW STEPS. I DON'T KNOW IF ANYBODY HAS TOLD YOU THAT WERE SHARED THAT WITH YOU AND I WANT TO MAKE SURE YOU HAVE A PLAN IN PLACE TO MEET THE NEW CODES AND THAT'S WHY IT'S A STRUGGLE FROM THIS SEAT RIGHT HERE FOR MEETING PART OF THAT INDUSTRY TO UNDERSTAND THAT YOU ARE GOING THROUGH THIS PROCESS YOU ARE ASKING FOR AN EXTENSION AND IF YOU DON'T MEET THE SPECIFIC DEADLINES OF SOMETHING THAT'S OUT OF ALL OF OUR CONTROL. THE SECOND YOU ARE GOING TO BE GOING BACKWARDS AGAIN AND NOT SURE YOU'RE GOING TO MEET THE DEADLINE ONE MORE TIME. THOSE ARE TOUGH QUESTIONS BUT AT THE SAME TIME IT'S A REAL CONVERSATION THAT HAS TO BE MADE.

>> ABSOLUTELY, AT THIS TIME OF THE TWO DIFFERENT THAT'S MY GENERAL CONTRACTOR.

IN BETTER POSTURE, TOO.

>> ESTEEMED GORDON MY NAME IS LLOYD CONSTANCE 2706 ATLANTIC AVENUE FORT PIERCE, FLORIDA.

I WOULD LIKE TO ADDRESS ANY THING CONCERNING A PROJECT ON AVENUE J AND AVENUE M.

>> YOUR BUILDING PERMIT APPLICATION WHAT IS YOUR PLAN AND HAVING HAD A CONFERENCE WITH THE BUILDING DEPARTMENT OF HOW LONG IT WILL TAKE TO GET THE BUILDING PERMIT ISSUED?

>> NO CONFERENCE PER SE AS YET. TO ADDRESS THE MATTER CONCERNING 1 JANUARY AS WE KNOW THEM BUT WE ARE STILL TRYING TO MOVE FORWARD TO GET THAT SUBMITTED PRIOR TO THAT TIME.

AS IT STATES RIGHT NOW WE ARE LOOKING PRETTY CLOSE BECAUSE JANUARY, DECEMBER AND NOVEMBER, IS USUALLY VACATION MONTHS THIS TIME WILL GO REAL QUICK SO I'M TRYING TO PUSH IT AFTER REVIEW IS FINISHED AFTER REVIEW WE WILL GO AHEAD WITH SUBMISSION. HOPEFULLY, HAVE TIME TO GET IT IN BEFORE JANUARY 1. FOR THE NEW CODE.

>> IS AN ORDER ISSUED JANUARY 1?

>> THERE ARE DIFFERENT OPINIONS WE WOULD HAVE TO ASK BUILDING.

>> IT'S A BIG SWING OF TIME. I WILL NOT SPEAK FOR OUR BUILDING OFFICIAL BECAUSE YOU KNOW THIS MISSION TIMELINE VERSUS THE ISSUE TIMELINE IS A VAST DIFFERENCE.

>> DRASTIC. I DON'T MEAN TO PUT A COG IN THE WHEEL HERE TO TALK ABOUT BUT IT'S A REAL CONVERSATION IT'S A REAL MATTER OF FACT IT'S A REAL HARD DEADLINE JANUARY 1 AND IT'S SOMETHING IT'S A FLORIDA BUILDING CODE. SO SOMETIMES THAT TRIGGERS A TOTAL REDESIGN, TRIGGERS JUST A FEW UPDATES WITHIN THE DESIGN FROM YOUR ARCHITECT AND YOUR ENGINEER WHOEVER'S DOING YOUR PLANS. ARE THEY AWARE OF THAT?

>> YES, THEY ARE AWARE OF THAT AND I AM AWARE OF THAT.

>> OTHER QUESTIONS?

>> MADAM CHAIR, I WANT TO BE CLEAR WHEN WAS THE APPLICATION SUBMITTED TO THE BUILDING DEPARTMENT FOR THIS?

>> IT WAS SUBMITTED BEFORE SEPTEMBER 25.

>> SEPTEMBER 25 YOU SUBMIT PLANS TO BUILD WHAT YOU ARE GOING TO DO OCTOBER 25?

>> SEPTEMBER 25 WE ISSUED TO THE D VCR FOR REVIEW WHEN THIS HAS BEEN CLEARED FOR THE DPCR WE WILL PUT IN FOR THE PERMIT. OUR PLAN IS TO BUILD A SINGLE FAMILY HOME.

>> WHEN IT'S CLEAR TO EVEN SUBMITTED THAT TO OUR BILLING DEPARTMENT OFFICIALS WHEN WAS THAT SUITED TO THEM?

>> THAT WAS NOT SUITED TO THE BILLING DEPARTMENT IT CANNOT BE SUBMITTED TO THE BUILDING DEPARTMENT UNTIL AFTER REVIEW.

>> BASICALLY, COMMISSIONERS IT'S A COMPLIANCE REVIEW PROCESS THAT HAPPENS PREVIOUS TO THE BUILDING PERMIT APPLICATION BEING SUBMITTED.

>> I GET THAT BABY IN MY MIND IS BEFORE ANYTHING HAPPENS OUR BILLING DEPARTMENT HAS ISSUED A PERMIT FOR STUFF TO START HAPPENING AND THAT'S WHAT I'M TRYING TO FIGURE OUT IS WHEN DID THEY GET IT BEFORE THEY HAVE IT DOWN THERE AND PROCESSING IT AND WILL COME OUT NEXT WEEK I DON'T KNOW THAT'S WHAT I'M TRYING TO GET AT. IT'S PRETTY SIMPLE FOR ME I HAVE NOT BUILT MUCH THE BUT I KNOW PROCESSES SO IF YOU'RE TELLING ME YOU PUT IT INTO OUR BILLING DEPARTMENT WHICH I KNOW ISSUES PERMITS TO BUILD STUFF THAT'S THE DATE I'M TRYING TO FIGURE OUTWHEN THEY HIT THEIR DEPARTMENT OR IF IT HAS HIT . SO THAT TO ME TRIGGERS SOMETHING BECAUSE I KNOW FROM EVERYTHING I HEAR IT TAKES TIME TO WORK THE BILLING DEPARTMENT TO GET THE OFFICIAL STAMP AND YOUR CERTIFICATE TO START MOVING IN YOUR TELLING ME THAT COMMISSIONER JOHNSON THAT THE RULES ARE CHANGING JANUARY 1 ON THIS?

[00:35:01]

>> FLORIDA BUILDING CODE. >> THEY MUST HAVE THE PERMIT IN HAND BEFORE THEM FIRST OF ALL AND THEY HAVE IT IN HAND BUT SAY THEY GET IT IN DECEMBER AND ARE SAFE TO GO WITH THAT. THAT'S WHAT I'M TRYING TO DETERMINE.

WHAT A TWO YEAR.

>> WE KNOW IT'S GOING TO BE ISSUED.

>> THEN IT WOULD BE REJECTED AND REQUIRE MODIFICATIONS AND RECORDS IT MEET THE NEW FLORIDA BUILDING CODE SO HE GETS KICKED BACK AND REDRAFT AND RESUBMIT.

>> BUT THIS DEADLINE OF NOVEMBER 10 WAS TO COMMENCE CONSTRUCTION.

>> YES.

>> AND WHY DID THAT NOT HAPPEN?

>> YES MADAM MAYOR, WHEN WE INITIALLY SUBMITTED THE PERMIT FOR COMPLIANCE REVIEW THAT WAS IN OCTOBER. AND HE CAME BACK BECAUSE OF IT NEEDING THE DRIVEWAY

PERMIT, TREE REMOVAL PERMIT AS WELL AS THE LANDSCAPING PERMIT. AND SO, IN THE MEANTIME WE HAD BOTH, WE HAVE PARCELS GRADED SO THAT WHEN THAT ISSUANCE OF HER IT WOULD BE IMMEDIATELY READY TO LAY THE FOUNDATION.

>> BUT WHEN WE GAVE YOU THE EXTENSION WHICH I CAN'T REMEMBER HOW LONG DID WE GIVE YOU THREE MONTHS OR SIX MONTHS? FIVE MONTHS.

>> IT WAS IN JUNE OF THIS YEAR.

>> WHEN YOU TRY TO SUBMIT THOSE THINGS EARLIER THAN OCTOBER?

>> YES AND INITIALLY WE HAD JUST BASIC DRAWINGS. WE DO NOT HAVE THE COMPLETE SET OF PLANS. FROM THE ARCHITECT.

>> HE WAS EXTREMELY BUSY. >> BUT WE GIVE YOU A DEADLINE TO COMMENCE CONSTRUCTION. YOU NEEDED TO HAVE ALL THAT IN PLACE YOU NEEDED TO BE CONSTRUCTING SOMETHING RIGHT NOW AS OPPOSED TO YOU JUST TURN SOMETHING IN AND OCTOBER IF YOU KNOW WHAT I MEAN.

>> YES, MA'AM.

>> I HINDUS EXCUSE BUT THIS IS REALITY BUT THEY DID IT IS IN TIME TO DO A PRESENTATION AND THAT'S WHY.

>> IS HE YOUR ARCHITECT? ANY OTHER QUESTIONS? COMMISSIONER GAINES.

>> I'M SITTING HERE IT GOES BACK TO WHAT WE SAID BEFORE WERE WE WANT STUFF BUILT WE DON'T WANT IT COMING BACK. I'M SITTING HERE LISTENING TO COMMISSIONER JEREMIAH JOHNSON WHO IS AN ENGINEER IN HIS FIELD AND FROM COMMISSIONER BRODERICK SAYING THEY ARE NOT GOING TO GET A PERMIT PRIOR TO DECEMBER 1. I NEED JANUARY 1 WITH THE NEW BUILDING CODE.

RIGHT? SO YES THERE'S NO CONSTRUCTION STARTED OR SHOULD HAVE STARTED LAST WEEK THE 10TH WAS LAST WEEK. NO CONSTRUCTION BUT IT.

PULLED THIS. WE ARE BACK AT ZERO SQUARE ONE WITH THE PROPERTY, CORRECT? IS THAT HOW IT WORKS?

>> WE TAKE THE PROPERTY BACK.

>> WE TAKE THE PROPERTY BACK AND WE ARE AT ZERO SOUNDS LIKE NOW WE MIGHT BE AT 30-40 PERCENT 50 PERCENT IF YOU WANT TO GIVE THEM A 50 PERCENT AND ME PERSONALLY I AM WILLING TO PUT SOMETHING OUT THAT WE INCLUDE THE JANUARY 1 KNOWING THAT IT'S COMING THAT SAID, HEY, THIS IS IT GO AHEAD AND START LOOKING AT THE NEW CODES OR WHATEVER GET EVERYTHING IN AND WE GO BECAUSE I DON'T WANT TO LOSE THE 50 PERCENT WE HAVE. I'M NOT HAPPY THAT WE ARE HERE AGAIN I'M JUST NOT BUT TO GO TO WHAT WE HAVE BEEN SAYING EVERY TIME WE MEET WE REALLY DO WANT THE PROPERTY BACK. I'M KIND OF TWIN BECAUSE I'M UPSET BECAUSE WE ARE BACK HERE DOING THIS AGAIN BUT DO WE REALLY WANT TO GO BACK TO ZERO AND WE ARE AT 50.

[00:40:05]

SOMETHING WE HAVE TO DECIDE AND SAY OKAY GUYS WE GIVE ANOTHER EXTENSION AND I DON'T KNOW HOW EVERYONE IS GOING BUT IF WE GET ANOTHER EXTENSION, THIS IS IT. DON'T REQUEST ANOTHER ONE, THIS IS IT. I JUST DON'T KNOW I'M JUST TOWARD RIGHT NOW BECAUSE I'M TORN RIGHT NOW BECAUSE I HEAR THEM AND THEY ARE TRYING. I DON'T KNOW THE DETAILS OF THE ARCHITECT WHY THEY DIDN'T HAPPEN I DON'T KNOW I UNDERSTND EVERYBODY GETS BUSY.

MADAM CHAIR, I WOULD LOVE TO HEAR SOME DATES AFTER I LEFT YOUR MEETING IN JUNE AND JUNE EARLY PART OF JULY WE STARTED THIS I DON'T KNOW WHY NOT HERE TO JUDGE THAT BUT I DO HERE AND I RELY ON COMMISSIONER J JOHNSON IF I SAVE 50 PERCENT IS LOWER THAN THAT LET ME KNOW BECAUSE I DON'T KNOW BECAUSE IT'S NOT MY EXPERTISE BUT I KNOW SOMETHING HAS BEEN DONE.

WE REALLY HAVE TO MAKE A DECISION IF WE WANT TO TAKE IT BACK AND GO BACK TO ZERO AND START ALL OVER AGAIN WERE SAY, HEY GUYS, THIS IS IT DON'T COME BACK IN

FRONT OF US.

THIS WOULD BE WHAT SECOND EXTENSION, THIRD EXTENSION?

>> SECOND.

>> SECOND EXTENSION. THEY KNOW I AM A BASEBALL PLAYER SO THREE STRIKES.

JUST BEING HONEST WITH YOU THREE STRIKES YOU GO BACK TO THE DUGOUT AND SIT DOWN AND WAIT TILL NEXT AT-BAT . I HEAR THE CONCERNS I HEAR THE FRUSTRATIONS BUT I DON'T WANT TO MOVE BACK TO ZERO WHEN I HAVE 50 PERCENT ALREADY THERE BUT I NEED THE COMPANY AND THE DEVELOPER AND EVERYBODY TO KNOW THAT WE NEED TO SEE SOME ACTION AND I DON'T WANT TO SEE ANYTHING JANUARY 3 OR FEBRUARY 3 IF WE DECIDE TO GO THAT WAY I WANT TO SEE SOMETHING GOING ON TO THE END OF THE MONTH AND SOMETHING THAT, YOU KNOW, I'M NOT STICKING OUT MY NECK AND SAME, HEY, YOU GOT 50 PERCENT LET'S BRING IT. SO THAT'S HOW I'M FEELING.

I HEAR THE CONCERNS, YOU THE FRUSTRATIONS BUT BASED ON EVERYTHING ELSE WE HAVE SAID WHEN WE PUT THEM UP REALLY WANT SOMETHING BUILT AND WE DON'T WANT THEM BACK.

SO I AM LEANING TOWARDS THE, HEY, RELY ON NOT TO PUT YOU ON THE SPOT COMMISSIONER JOHNSON I'M JUST USING YOU BECAUSE YOU KNOW MORE ABOUT THE CONSTRUCTION FIELD THAN I DO.

YOU COULD BE THE CONTRACTOR AND THE SECOND WILL DO THAT FOR YOU VERY WELL.

BUT AS FAR AS TIME AS FAR AS I DID READ THE FLORIDA BUILDING CODE WHEN I SAW THIS.

AND I CAN'T TELL YOU IF IT'S IN HAND OR SUBMITTED I DON'T KNOW AND I'M GOING TO BE LIKE MY COLLEAGUE I'M NOT GOING ON RECORD TO SAY EITHER OR BECAUSE I DON'T KNOW.

BUT WE ALL KNOW JANUARY 1 IS A NEW CODE. SO IF WE DECIDE TO REGRET THIS DECISION SOMETHING WE MIGHT AS WELL LET THEM KNOW THAT WHATEVER YOU GUYS ARE TRYING TO BUILD MIGHT AS WELL BE UP TO THE NEW CODE THAT'S COMING BECAUSE I DON'T WANT THE NEXT MEETING TO COME BACK AND SAY 12 WE HAD TO CHANGE SOMETHING BECAUSE THE CODE STARTED IN JANUARY 1. I DON'T WANT TO HEAR THAT BECAUSE WE'RE TALKING ABOUT IT TONIGHT NOVEMBER 14 AND WE KNOW IT'S COMING SO THAT'S MY CONCERN HERE I HEAR THE FRUSTRATION AND I SEE THE LOOKS , I SEE THE LOOKS. I SEE THE LOOKS. BUT I WILL TAKE 50 PERCENT THEN ZERO BECAUSE IT HAD PEOPLE COME SINCE I COME HERE AND THEY HAVEN'T STARTED ANYTHING.

SO I'M WILLING TO GIVE THEM A CHANCE THAT'S HOW I FEEL BUT I WILL GO ALONG WITH WHAT THE REST OF THE BOARD SAYS.

>> MADAM MAYOR. YOUR POINT IS WELL TAKEN. I JUST SO HAPPEN TO HAVE A CONVERSATION THIS AFTERNOON WITH THE CONTRACTOR THAT DOES MAJORITY OF OUR WORK.

AND WE DON'T HAVE ANYTHING IN THE PIPELINE RIGHT NOW AND I'M ALMOST GRATEFUL FOR THAT.

AND HE WAS RAILING ON THE ISSUE OF GETTING PLANS DONE. AND IT WAS A HALF-HOUR CONVERSATION ABOUT EVERYTHING BE INSTALLED AT ARCHITECTS AND ENGINEERS AND GETTING IT THROUGH BECAUSE THEY ARE SO BUSY. THERE IS SOME LEGITIMACY TO THE COMMENT ABOUT THOSE TYPES OF DELAYS BEEN ACCURATE IN THIS CONVERSATION HAD NOTHING TO DO

[00:45:02]

WITH ANYTHING OF HERE IT WAS JUST THAT WE'RE TALKING ABOUT THE INDUSTRY.

SO I DO KNOW THAT IS TAKING PLACE CURRENTLY. I SHARE COMMISSIONER C JOHNSON'S CONCERNS ON TIMING AND THE MAYOR'S CHAIRPERSONS CONCERNS RELATIVE TO WE ARE FIVE MONTHS INTO THIS AND WHY WERE THESE DELAYS INHERENTLY IN THE PROCESS THAT'S NOT US, THAT'S OUTSIDE WITH THEM INTO THEIR TEAM CONTRACTOR PROCESS IT

THERE.

COMMISSIONER GAINES MAKES A VALID POINT WE ARE 50 PERCENT OF THE WAY THROUGH SIGNIFICANT MONIES HAVE BEEN EXPENDED WE ARE BETTER OFF TAKING THAT AND KEEPING THIS ON A SHORT LEASH TO GET THIS TO THE PROCESS. TO GET VERTICAL CONSTRUCTION MOVING FORWARD OR GETTING INTO THE WHOLE REVERTER PROCESS WHICH IS GOING TO BE NIGHTMARISH AS WELL I'M GOING TO ASSUME. SO HAVING HAD SAID THAT AS MUCH AS IT PAINS ME BECAUSE YOU KNOW MY POSITION ON THIS I'M ALMOST SAYING HALF THE LOAF IS BETTER THAN NO LOAF AT THIS TIME.

BUT, THE JANUARY 1 CHANGE OF THE BUILDING CODE IS LIKE A BLACK SWAN EVENT FOR ANYTHING IN THE PIPELINE. ANYBODY, EVERY APPLICATION IS GOING TO BE SUBJECTED TO THIS.

COMMISSIONER J JOHNSON IS RIGHT IT COULD BENUANCES CHANGE IT COULD BE SWEEPING CHANGES REQUIRED ON ANY PLANS THAT ARE PENDING . THAT I CAN'T HOLD THE APPLICANT RESPONSIBLE FOR. BUT, IF IT WAS MY PROJECT I WOULD BE SENDING PLANS THAT NEED TO THOSE NEW CODES NOW. I WOULD NOT WAIT KNOWING THAT JANUARY 1 I'VE GOT TO START THIS PROCESS OVER AGAIN. I WOULD BE ADDRESSING THOSE CONCERNS AS SOON AS I SUBMIT IT KNOWING THAT WAS GOING TO BE. IT'S A DILEMMA TO SAY THE LEAST.

AND IT'S KIND OF AND A HALF A LOAF THEORY VERSUS NONE AT ALL AND GOING TO THE TIME WHEN 228 REVERTER, TIMELINE TO RFP, TIMELINE TO GET CONSTRUCTION GOING VERTICAL.

I KNOW IT'S UNUSUAL FOR ME BUT BASED ON THE HALF LOAF THEORY IS A BETTER OFF CONTINUING THAT METHODOLOGY BUT WITH A SHORT TIMELINE. AND I DON'T WANT TO MICROMANAGE THIS PROJECT CANDIDLY I DON'T WANT BACK HERE EVERY MONTH TO GET A REPORT WITH EXACT PIECE OF PAPER THE DEPARTMENT IS REQUIRED TO SIGN BECAUSE THERE'S GOING TO BE PUSHED BACK AND THERE WILL BE CHANGES REQUIRED. BUT I THINK COMMISSIONER GAINES YOUR SUGGESTED THIS APPROACH I AM FOLLOWING YOUR LEAD HERE BUT THE TIMELINES I THINK NEED TO PBE MANAGED CONSISTENTLY THAT'S ONGOING WITH.

>> COMMISSIONER BRODERICK, I DON'T HAVE.

>> I DON'T EITHER THAT'S THE PROBLEM.

>> SAYS THE APPLICANT AND THE CONTRACTOR IS HERE WE NEED TO HEAR FROM YOU GUYS IF WE GRANT THIS WHEN CAN WE EXPECT AND I UNDERSTAND YOU DON'T KNOW THE WHEN I DON'T WANT YOU TO WAIT AND COME BACK JANUARY 2 I DON'T THINK WE ARE OPEN SHOULD WITH THE SECOND WHENEVER WE OPENED BACKUP AND 2024 I DON'T WANT YOU TO COME THAT DAY AND SAVE, WELL, WE JUST SUBMITTED 8BC I WANT TO SEE SOME ACTIONS LIKE NOVEMBER, DECEMBER KNOWING THAT WE HAVE TO FACE WHATEVER THIS BUILDING CODE IS JUST GO LOOK AT IT AND SAY, HEY, LET'S DO WHATEVER LET'S TRY TO DO AS MUCH AS POSSIBLE TO MAKE SURE WE DO THIS BUILDING CODE AND GO FROM THERE.

WITH ALL THAT SAID I'M NOT A GENERAL CONTRACTOR OF SECURE WORK I DON'T KNOW WORK KNOW WHAT I NEEDED. FOR PUBLIC RECORD KNOWING THAT THIS YOUNG MAN HE HAS KNOWN ME.

I DON'T KNOW HOW MANY YEARS WE HAVE KNOWN EACH OTHER IT IS WHAT IT IS BUT HE'S IN THE COMMUNITY WORKING SEE HIS WORK. WITH YOUR EXPERTISE WHAT ARE YOU LOOKING AT SO WE CAN MAKE A DECISION ON HOW WE CAN START I CAN SEE SOME AS BASIC SHOVELS IN THE GROUND.

>> I WILL ADDRESS THAT IN TWO WAYS. FIRST, THE FLORIDA BUILDING CODE IS TO MY KNOWLEDGE IT IS AFFIRMED EVERY SEVEN YEARS IT IS UPDATED EVERY FOUR YEARS.

AND THAT PERIOD OF TIME OF TWO YEARS THERE ARE MANY DIFFERENT CODES THAT ARE INTRODUCED LIKE PEOPLE LIKE MYSELF CITIZENS SEND IT UP TO TALLAHASSEE THEY GO TO ALL THE INFORMATION ON THE COME AND PLAY AROUND WITH THE DIFFERENT THINGS JUST FOR AN EXAMPLE ONE OF THE CODES I HAVE CHANGED FROM TWO YEARS AGO WE USED TO GET

MAD AT THE STUCCO GUYS DOING ALL THIS WORK

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OUT HERE NOW THEY CAN DO THE WORK WITH WHAT NO LICENSE USING THAT AS AN EXAMPLE. SEVEN YEARS BEFORE THEN THAT CODE WENT INTO EFFECT TO BE PERMITTED. SO I SAY THAT TO SAY THIS NOW THAT THE CODE THE CHANGES WILL BE THE SEVENTH.

BECAUSE OF THAT HAS BEEN CHANGING THE ARCHITECT IS ADJUSTED FOR THAT. THEY HAVE ADJUSTED FOR MANY EVENTS THERE'S ONLY SO MUCH SHE CAN REMEMBER.

AND NOT ALL OF THEM WILL AFFECT US. HOWEVER, WITH THE CHANGES THAT WE HAVE TO FOLLOW I DON'T THINK WITH IN MY EXPERIENCE IT WILL SET US BACK.

WEISS TO THE DEGREE IT WILL BE MONTHS ON END. IT'S NOT AS SIMPLE BUT IT'S A SIMPLE MATTER OF A REVIEW BECAUSE WE ARE IN THAT PROCESS NOW.

, JANUARY 1, LET'S SAY ONE THING HAS NOT BEEN MADE IN THE REVIEW PROCESS TO BE REVIEWED OR UPDATED AND MOVE FORWARD. THAT TIME PERIOD I DON'T KNOW HOW LONG IT WILL TAKE.

NOW, TO ANSWER YOUR QUESTION CONCERNING THE SHOVEL IN THE GROUND BUILDING BEING HOISTED IF THEY GIVE US IF THEY ISSUED THE PERMIT ON JANUARY 1 END OF JANUARY WE WILL START WORK.

>> OKAY SO, THAT IS TO BE QUALIFIED. YOU ARE INDICATING THAT WINTER PERMIT IS ISSUED WHAT IS YOUR TIMELINE YOU ARE STARTING WORK?

>> VERY SHORT TIME WITHIN 30 DAYS OF BEING ISSUED. WORK WILL BE STARTED.

>> I HAVE SOME QUESTIONS. SO STARTING WITH STAFF SO RIGHT NOW THIS CURRENT PROCESS FOR THIS AWARD BID IS NOT UNDER THE CURRENT NEW FORM WE JUST DID, RIGHT?

>> NO, SIR.

>> THIS WAS PRIOR TO THAT?

>> YES, SIR.

>> SO THERE'S NO REVERTER ON THIS PROPERTY BID?

>> THERE IS AS PART OF THE DEED. I DON'T THINK THE DEED WAS ATTACHED TO THIS AGENDA ITEM.

>> I DID NOT SEE IT.

>> IT IS THERE. WHAT IT SAYS THAT IF THE GRANTEE FAILS TO COMMENCE THE IMPROVEMENTS DESCRIBED THEREIN MEANING THE BID DOCUMENTS IN COMPLIANCE WITH THE CODE OF ORDINANCES WITHIN 18 MONTHS OF THE DATE HEREOF THEN A GRANTOR SUCCESSOR SHALL HAVE THE RIGHT TO REENTER THE PROPERTY AND TAKE TITLE BACK. SO THE DEED GAVE 18 MONTHS TO COMMENCE CONSTRUCTION.

>> FROM THE ORIGINAL DATE THEY WON THE BID?

>> CORRECT WHICH WAS NOVEMBER 30 OF 2021.

>> AND SO, AS I HEAR THIS AND UNDERSTAND THIS YOU HAVE JUST TALKED ABOUT THE NEW BUILDING PROCESS THE NEW BUILDING CODE WE MAY OR MAY NOT KNOW EXACTLY WHAT THAT IS RIGHT NOW IS THAT CORRECT THE NEW BUILDING CODES SO THE STANDARD TO WHICH YOU HAVE SUBMITTED PLANS RIGHT NOW TO THE BUILDING DEPARTMENT WE DON'T KNOW HOW THAT WOULD MEASURE UP IF THEY WERE TO CHANGE THE USE OF IT IS SOMETHING RIGHTNOW? MY COLLEAGUE , MY COLLEAGUE HAS HINTED THAT IF IT WERE HIM HE WOULD TRY TO FIGURE OUT I GUESS WHAT THE NEW BUILDING CODES ARE SO YOU CAN MODIFY WHAT YOU HAVE SUBMITTED TO OUR BUILDING DEPARTMENT.

>> IS PUBLISHED IS JUST BEEN ADOPTED.

>> SO WE KNOW THE BUILDING CODES ARE NOW? ALRIGHT SO, LET'S SAY THEN THAT THAT PROCESS GOES THROUGH YOU AND MODIFY YOUR PLANS TO THIS NEW SPEC OF BUILDING

CODES ETC.

AND SUBMIT THAT AND WE GET TO JANUARY AND IT STILL NOT APPROVED, NOT ISSUED, NOT IN HAND WE DON'T KNOW WHICH WAY THAT GOES SO NOW WE'RE IN A FURTHER DELAY OF GETTING THIS PROJECT OFF THE GROUND. AM I CORRECT? AND SO, AT THAT POINT WE ARE WAITING ON THAT PROCESS TO FINISH UP BEFORE WE ACTUALLY KNOW WHEN WE ARE GOING TO BE ABLE TO GET SHOVELS IN THE GROUND YOU JUST SAID IT'S 30 DAYS AFTER THE BUILDING PERMIT

[00:55:05]

HAS BEEN ISSUED YOU CAN GET SHOVELS IN THE GROUND. THAT 2021 DATE JUST A RING IN MY MIND. WE WERE IN JUNE 17TH WHEN WE HAD THIS BEFORE US AT THAT POINT IN TIME WE WENT ON WHAT WAS ASKED OF US TO GIVE THE EXTENSION WHICH WAS 150 DAYS THAT WAS ASKED OF US. TO GIVE YOU 150 DAYS AND NOW WE ARE SAYING THE ARCHITECTURE DID NOT GET IT BACK TO YOU NOW YOU HAVE IT SOMEHOW WE ARE BETWEEN I AM IN MY MIND SOMEWHERE IN BETWEEN THIS THING BEING IN THE BUILDING DEPARTMENT OVER THERE RIGHT NOW AND IT BEING SOLICITED OR NOT SUBMITTED AND I AM STILL DRAWING A BLANK ON THAT.

AND NOW YOU ARE SITTING HERE AND WE ARE UP AGAINST BASICALLY 60 DAYS FROM THE NEW YEAR AND THE BUILDING CODE CHANGE AND YOU HAVEN'T MODIFIED WHAT YOU HAVE SUBMITTED ALREADY.

YOU DON'T? THE ARCHITECT SO THAT HAS NOT BEEN DONE.

HE DID? SO THE ARCHITECT HAS DONE THE MODIFICATION FOR THE NEW BUILDING CODE COMING IN AND THAT'S HOPEFULLY OVER THERE IN THAT BUILDING DEPARTMENT RIGHT NOW AND THEY ARE REVIEWING THAT? WHICH IS NOT THE BUILDING DEPARTMENT.

>> IT'S THE FIRST STEP.

>> IT'S MOVING IN THAT DIRECTION.

>> I'M WORRIED ABOUT GETTING TO JANUARY AND BEING HERE AGAIN. IF SOMETHING IS GOING TO BE GRANTED I AM DONE WITH THIS IN JANUARY. I AM DONE.

I AM DONE. PERIOD. IF THIS IS NOT APPROVED AND WE DON'T HAVE A BUILDING CODE I AM TELLING YOU I AM DONE. BECAUSE I DON'T KNOW WHAT ELSE TO DO. WE ARE SETTING PRECEDENTS HERE UNFORTUNATELY IN THE WRONG DIRECTION. AND I DON'T KNOW IT DOESN'T REALLY MATTER IF YOU PAID A DOLLAR, TWO DOLLARS OR WHATEVER IT WAS ON THIS BID PROCESS IT WAS PROPERTY THAT WAS PUT OUT AND PLANS WERE SUBMITTED AND WE ARE LOOKING FOR DEVELOPMENT. AND WE ARE NOT THERE.

AND WE JUST HAD TWO PEOPLE COME HERE WITH THAT PROCESS THAT THEY SET THEIR DATES AND WE HAD A VERY HARD REVERTER AND THAT'S WHAT WE ARE MOVING WITH AND NOW WE KEEP SLIDING AND SLIDING AND SLIDING. IT'S GOING TO COME DOWN TO THE NEXT 60 DAYS FOR ME ON THIS GUY. I AM DONE. I AM DONE WITH THIS. I DON'T KNOW WHAT ELSE TO SAY YOU MAKE WHATEVER MOTIONS, JANUARY IF THERE'S NO BUILDING PERMIT MOVING FORWARD WE ARE GOING TO GET FURTHER DELAY I'M GOING TO BE MAKING A MOTION THAT WE CANCEL THIS JUST LETTING YOU KNOW.

>> THIS IS THE PROCESS OF MOVING FORWARD.

>> BUT I'M SITTING HERE TONIGHT NOT CONFIDENT. I'M SITTING HERE NOT CONFIDENT THAT THIS HAS BEEN FULLY SUBMITTED TO MY BUILDING DEPARTMENT.

AND I KNOW WE ARE GOING TO THE PROCESS. AND SO, WHAT I'M SAYING IS I DON'T WANT TO BE LOOKING AT THIS AGAIN WE ARE STILL TRYING TO GET STUFF BUILDING BACK AND FORTH AT THAT POINT IT'S DEFEATING THE WHOLE PURPOSE. I UNDERSTAND THE PROCESS.

WE HAVE GOT PEOPLE THAT HAVE COMMITTED TO THE PROCESS ALREADY.

AND I AM JUST IT'S A TOUGH SITUATION. I KNOW THIS PROPERTY I WANT TO SEE IT DEVELOPED SOMEONE NEEDS TO BE LIVING THERE IN A HOUSE.

>> 50, THE FREQUENCY ONCE THE PERMIT IS ISSUED THE CONTRACTOR SAYS WITHIN

30 DAYS HOWEVER THE CLEARING AGENCY OR THE COMPANY THAT'S CLEARING ARE ALSO LEAVING LANE THE PATH FOR THE FOUNDATION SO THAT WILL BE DONE BEFORE THOSE 30 DAYS.

>> COMMISSIONER C JOHNSON, CAN I JUST EXPAND.

>> I NEED SOME HELP. I NEED HELP ON THIS.

>> I THINK I SEE A POTENTIAL PATHWAY HERE, COMMISSIONER C JOHNSON, FIRST OF ALL BEFORE I COMMENT ON THAT WHAT IS YOUR ASK YOUR TONIGHT?

>> THE ASK IS THAT ONCE THE PERMIT IS ISSUED WE ARE ASKING 30-45 DAYS UPON THE ISSUANCE OF

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THE PERMIT AND AT THIS JUNCTURE WE ARE LOOKING FOR THE EXTENSION TO HAVE THAT PERMIT ISSUED.

>> THAT'S THE EXACT QUESTION AND THIS IS A FOLLOW-UP ON PCOMMISSIONER C JOHNSON'S COMMENTARY WE ARE DRILLING INTO THIS WHAT TIMELINE ARE YOU LOOKING FOR FOR THE EXTENSION TO GET THE PERMIT ISSUED? SPECIFICALLY.

>> I APOLOGIZE MADAM CHAIR MEMBERS OF THE BOARD THE DEED LANGUAGE IS THE COMMENCEMENT OF CONSTRUCTION SO WHAT WE SHOULD REALLY BE TALKING ABOUT IS THE EXTENSION OF THE COMMENCEMENT OF CONSTRUCTION.

>> WE HAVE A 30 DAY WINDOW OF THE ISSUANCE OF PERMITS ON BACKING THOSE DATES NOW WHAT ARE YOU LOOKING FOR TO GET THE PERMIT ISSUED HOW MUCH TIME ADDITIONAL TIME TO GET THE PERMIT ISSUED BECAUSE THE CLOCK STARTS TICKING ON THE 30 DAYS OF THE COMMENCEMENT OF CONSTRUCTION USING YOUR WORDS ON THE 30 DAYS WHAT TYPE OF TIMELINE ARE LOOKING TO GET THE PERMIT ISSUED FROM TODAY?

>> WELL, BASED ON THE BUILDING DEPARTMENT I DON'T WANT TO GIVE YOU A HARD NUMBER IF I TELL YOU 60 DAYS THE PERMIT MIGHT NOT BE ISSUED TOUS .

>> WE NEED A HARD NUMBER.

>> I WILL TAKE 120 DAYS. THE PERMIT WILL BE ENHANCED.

>> IT DOESN'T GET ME TO THE POINT THIS COULD TO SATISFY COMMISSIONER C JOHNSON'S CONCERN RELATIVE TO A JANUARY DATE OF THE PERMIT BEING ISSUED.

>> I DON'T WANT TO GIVE YOU A DATE EITHER.

>> TRYING TO COME UP WITH SOMETHING REALISTIC.

> FOR ME FROM YOU AND YOUR EXPERIENCE IS BASICALLY A HARD NUMBER.

>> YOU'RE IN THE PROCESS NOW TO GET YOUR PERMIT ISSUED. YOU'RE IN THE INFANCY OF THAT PROCESS CANDIDLY IF THE PROCESS DOESN'T ISSUE YOUR PERMIT WITHIN THE NEXT 75 DAYS THERE'S SOMETHING SIGNIFICANTLY WRONG ON THE SUBMISSION END. THIS ISN'T A BUILDING DEPARTMENT ISSUE THIS IS A SUBMISSION ISSUE OR A RESPONSE TO COMMENTARY FROM YOUR TEAM TO THE BILLING DEPARTMENT COMING BACK AND SAYING NO WERE REJECTING THE PLAN BECAUSE OF THIS. IF THE VENDOR ENGINEERING ARCHITECT WHATEVER IS THEN TAKING WEEKS TO RESPOND TO THEIR INQUIRY TO GET TO THE NEXT APARTMENT THAT.

LIVES WITH YOU. COMMISSIONER C JOHNSON'S CONCERNS ARE EXTREMELY LEGITIMATE SAYING WE NEED A SPECIFIC TIMELINE YOU ARE SAYING A 30 DAY COMMENCEMENT OF CONSTRUCTION ISSUANCE OF PERMIT IF YOU'RE ASKING FOR 120 DAYS TO ISSUE THE PERMIT THAT THERE'S SOMETHING WRONG. IN MY OPINION. IF YOU'RE ASKING FOR 60 DAYS OKAY THAT'S A BIT OF A CHALLENGE I GET IT.5 DAYS REALISTIC 90 DAYS REALISTIC 120 DAYS I THINK IF YOU STARTED THE PROCESS TODAY YOU BE KICKED OUT OF THE BUILDING.

LONG BEFORE 120 DAYS. I AM SURMISING THERE'S A PROBLEM WITH THE PLAN OF THE PLANS AND THE DETAIL OF THE PLANS I DON'T KNOW THAT'S NOT MY AREA OF EXPERTISE.

I'M SUGGESTING TO YOU THAT COMMISSIONER C JOHNSON IS TRYING TO COME UP WITH A WORKABLE SCENARIO HERE AND ON WITH HIM ON THIS COMPLETELY WE JUST GOTTA GIVE US SOMETHING TO WORK WITH TO SUGGEST THAT, YES, WE WILL BE ABLE TO ACCOMPLISH THIS

AND I'M ON BOARD WITH EXACTLY WHAT HE SAYING IN 120 DAYS BASICALLY ANOTHER 150 DAY EXTENSION I CAN'T BUY INTO THAT. REALISTICALLY IT'S NOVEMBER WHATEVER IT IS.

>> 14.

>> I WILL PUT A SUGGESTION ON THE TABLE THAT YOUR PERMIT BE ISSUED BY THE END OF JANUARY GIVES YOU TWO AND HALF MONTHS TO GET AN YOU'RE ALREADY IN THE BUILDING DEPARTMENT PROCESS.

>> THE END OF JANUARY BECAUSE ALL OF THESE INDIVIDUALS IN YOUR EXPERIENCE WILL TELL YOU THAT ALMOST IMPOSSIBLE. END OF JANUARY.

>> THAT I WILL WAIT FOR ANOTHER RECOMMENDATION THEM.

>> I WOULD SAY THE ONE HER 20 120, I WOULD SAY 90 DAYS.

>> 90 DAYS TO GET THE PERMIT ANOTHER 30 DAYS TO BE UNDER CONSTRUCTION.

COMMISSIONER C JOHNSON I WILL THEN DEFER TO YOU WITHOUT A SATISFACTORY TO MOVE THIS FORWARD TODAY?

>> LISTEN, WHATEVER MOTION COMES I'M SAYING THAT'S IT FOR ME. PERIOD. I AM DONE. OKAY.

90 DAYS, 120 DAYS, I AM DONE AT THAT POINT.

>> 120 DAYS AS THE CITY ATTORNEY IS SAYING THAT THE TOTALITY IS 120 DAYS FROM TODAY TO GET SPECIFIC DAYS WERE ACTION DATES DOESN'T MATTER IS 120 DAYS FROM TODAY.

>> FOR COMMENCEMENT OF CONSTRUCTION.

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>> IF YOU DON'T GET INTO THE WEEDS OF WHAT EVERYBODY ELSE IS DOING.

>> COMMISSIONER J JOHNSON.

>> THANK YOU, MA'AM. THIS IS ALL GOOD DISCUSSION AND YOU CAN VIEW AS APPLICANTS AND OUR PARTNERS IN THIS YOU ARE HEARING THE ANGST THAT'S HAPPENING THIS WAS THE SAME CONVERSATION WE HAD 150 153 DAYS AGO OR WHATEVER THE MATHIS BACK IN JUNE. AND THIS WAS MY HESITATION AND IT WAS A 4-1 VOTE AND WAS ME BEING THE NO VOTE BECAUSE WHAT I KNOW IS ABOUT PROCESSES AND I UNDERSTAND PROCESSES AND UNDERSTANDING FROM THE CONFIGURATION GOING TO STAND FROM INDUSTRY PERHAPS FOR YOUR DESIGN PROFESSIONAL AND A CONTRACTOR, YOU KNOW, I STAND ON THE IDEA THAT NOT EVERYBODY CAN DO THAT NOT EVERYBODY CAN DEVELOP LAND THAT EVERYBODY CAN SUBMIT A BID AND SAY WELL THANK YOU VERY MUCH FOR THIS PROPERTY I'M GOING TO DO THE BEST JOB I CAN AND HOPEFULLY I GET THERE. SO I'M STANDING ON MY INDUSTRY RIGHT NOW IS A PROUD PARTICIPANT OF THE INDUSTRY BECAUSE IT'S COMPLICATED AND IT TAKES A LOT OF WORK AND IT TAKES A LOT OF GUT WRENCHING EFFORT TO GET THROUGH SOME OF THESE APPLICATIONS AND CHALLENGES. SO, THAT BEING SAID LOOKING AT THAT TIME. EXTENSION WE HAVE SPENT A LOT OF TIME ON \$4800 WHICH I BELIEVE THE ORIGINAL AGREEMENT WAS \$4800 FOR THE PROPERTY IS THAT ACCURATE?

>> IT WAS \$4800 FOR AVENUE M AND \$6200 FOR AVENUE J.

>> SO \$11,000 CUMULATIVE SO WE SPENT A LOT OF TIME ON THIS AND UNDER THESE LIGHTS AND ON CAMERA TALKING ABOUT THIS AND THAT'S WHAT'S FRUSTRATING TO ME BECAUSE WHEN I HAVE AN AGREEMENT AND HAVE A CONTRACT AND THIS IS WHERE WHY I VOTED NO BEFORE IS BECAUSE NO I CAN'T DEFAULT ON THAT LINE. I AM THERE BECAUSE EVEN WITH THE NEW PROCESS THERE STILL A REVERTER IN THE NEW PROCESS SO WE CAN BE HERE WITH 10 MORE INDIVIDUALS WITH THE EXACT SAME CONVERSATION EVEN THOUGH WE HAVE A PROCESS. ANYBODY CAN MAKE A REQUEST, ANYBODY. IT COULD BE ONE OF US, RIGHT? SO THOSE ARE MY CHALLENGES AND THOSE ARE MY ISSUES THE SAME FEELING TONIGHT THAT IN JUNE I NEEDED A PLAN READY SUBMISSION AND I'M NOT SURE WHERE YOU WERE IN JUNE AND HEARD YOUR PLEA TO REQUEST I'M JUST I CAN'T BE IN SUPPORT OF ANY EXTENSION AGAIN BECAUSE IT'S COMPLICATED AND IT COULD BE 120 DAYS DOWN THE ROAD FROM TODAY, UNFORTUNATELY.

UNFORTUNATELY. SO I WILL NOT BE ABLE TO SUPPORT IT EVEN IF IT WERE TO BREAK GROUND BEFORE DECEMBER 31 WITH A BUILDING PERMIT IN HAND I STILL CAN'T SUPPORT IT BECAUSE I FEEL LIKE WE NEED TO HOLD THE LINE STUDIED THE LINE AND THIS IS WHERE WE ARE AND IF I VOTE TO EXTEND IT THAT I'M NOT DOING THAT.

I WANT YOU TO KNOW IT COMES FROM A GOOD PLACE IN A STANDARD OF LIVING OF LOOKING AT THE CITY HOLISTICALLY THE REDEVELOPMENT AGENCY HOLISTICALLY AND THAT'S WHERE COMES FROM FOR ME IS NOTHING PERSONAL IT'S ABOUT ESTABLISHING A RULE AND PROCEDURE AND HOLDING TO IT BECAUSE THERE ARE FOLKS THAT ARE HERE GIVING S PRESENTATIONS AND APPLICATIONS ALL THE TIME, ALL THE TIME, SO I JUST THINK YOU BUILD A STABLE BASELINE AND STICK TO IT. SO REALLY IS SO I PROMISE TO THE RELATIONSHIPS OUTSIDE, WE DO. AND THIS IS A TOUGH INDUSTRY AND IT'S A TOUGH ROAD WHEN AND I KNOW YOU ARE COMING FROM A GOOD PLACE BECAUSE YOU'RE TRYING TO INVEST AND ENHANCE THE COMMUNITY IN WHICH WE ALL LIVE SO THERE'S THAT PART OF ME, TO, THAT I UNDERSTAND.

THAT'S WHERE I AM AND I WAS GOING BACK THROUGH AND I WROTE ANOTHER NOTE DOWN FROM BEFORE.

LET'S SEE, WE HAD 18 MONTHS ORIGINALLY WE EXTENDED 150 DAYS IS THAT ACCURATE? 18 MONTHS FROM THE ORIGINAL.

>> FROM THE ORIGINAL SUBMISSION IT WAS THE 24 MONTHS WE GAVE 24 MONTHS TIMELINE SCHEDULE.

FOR BOTH PROPERTIES. YES.

>> THAT WAS TO COMPLETE CONSTRUCTION CERTIFICATION OF CONSTRUCTION?

>> THE PERMITTING AND COMMENCING OF CONSTRUCTION. AS WELL AS ACTUALLY IT WAS TO BE MUCH COMPLETE.

>> I WILL DOWN BECAUSE WITH A VERY LENGTHY CONVERSATION ABOUT 18 MONTHS MAYBE NOT IT WAS JUST

[01:10:04]

18 MONTH BEFORE THE ACTIVITY. SO MY OTHER QUESTION TO YOU IS GOING TO BE ON THE FINANCIAL STATUS WHEN I SEE THINGS LIKE THIS HAPPENING I WANT TO MAKE SURE THAT YOU ARE IN A COMFORTABLE PLACE BECAUSE THE TIME OF NOVEMBER 2021 AND TODAY CONSTRUCTION PRICES YOU CAN TESTIFY TO THIS EXTREMELY HIGH DIFFERENCES IN PERCENTAGE COSTS.

SO ARE YOU ABLE TO BUILD THIS PRODUCT WITH WHAT YOUR ORIGINAL BUDGET PROPOSED WORK WITH ANY INCREASES AND IS IN YOUR BANK ACCOUNT SUPPORTED THAT'S THE REAL QUESTION?

>> YES, THE ORIGINAL PRICE THAT WAS QUOTED IN APRIL 2021 WAS TO BUILD IT AT ONE OF 14,000 SO WITH THE INCREASE IN THE INDUSTRY THE PRICING WE ADDED ANOTHER 35 PERCENT TO THAT SO WE ARE AT 156,000 TO BUILD THE MODEL THAT WE HAVE PRESENTED. AND AS FAR AS MY BANK ACCOUNT WITH MY INVESTORS WE ARE JUST WAITING TO MOVE FORWARD FOR AVENUE J WE DID, THANK GOD, GET A WAIVER ON THE IMPACT FEE BECAUSE THERE WAS A PREVIOUS STRUCTURE ON THAT PROPERTY.

THAT PROPERTY ACTUALLY IS COMPRISED OF TWO LOTS AND SO I'VE SUBMITTED PAPERWORK TO SPLIT THOSE LOTS SO THAT LATER AFTER COMPLETION OF THESE TWO PROPERTIES THEN I CAN GO BACK AND BUILD ANOTHER PROPERTY ON THAT ADJACENT LOT. THE SITE PLAN IN AN EFFORT TO POSSIBLY SLIT. EAST OR WEST WHATEVER DIRECTION WE GO BECAUSE THAT ENTIRE BLOCK BETWEEN 14TH STREET AND 15TH STREET IS A PLOT OF LAND THAT JUST VACANT.

SO WE'VE IDENTIFIED THE OWNERS OF THOSE OTHER ADJACENT PLATS.

>> THE OTHER QUESTION I HAD WAS THE IMPACT FEES I SAW THE EXEMPTION OF 15,000 SO ONE OF THE PARCELS YET TO PAY THE IMPACT FEE AND WHEN YOU DO NOT.

>> CORRECT.O AVENUE M I ASKED THE MANAGER AT THE COUNTY I SAID WAS THERE

A PLAYHOUSE ON IT TO BE ABLE TO GET THAT WAIVER AND SO HE SAID UNFORTUNATELY NOTHING WAS THERE. SO WE ARE ABLE TO SAVE FUNDS ON AVENUE J WITH THAT WAIVER OF THE IMPACT FEE.

>> WHAT ARE THE SQUARE FOOTAGE IS OF THE RESIDENCE PROPOSED?

>> 1200 SQUARE FOOTAGE THREE BEDROOM TWO BATH ONE CAR GARAGE WITH TWO PARKING PLACES.

>> 1200 UNDER AIR.

>> 1200 UNDER AIR.

>> ALL RIGHT, THANK YOU.

>> SO, WHEN WE WERE TALKING ABOUT THESE TIME FRAMES WERE WE TALKING ABOUT TIME FRAMES TALKING TO THE COMMISSION NOW WE ARE TALKING ABOUT BOTH LOTS MEETING THE SAME GOAL IS THAT WHAT WERE TALKING ABOUT? OKAY. WELL, IF WE ARE TALKING 90 AND 30 DAYS I HEARD C JOHNSON AND JAY JOHNSON WE HAVE A JAY JOHNSON IS NOT FOR ANY EXTENSION AND C JOHNSON IS A DONE WITH WHATEVER AND I THINK I'M WITH C JOHNSON I AM DONE, I AM DONE. THIS IS WHATEVER IT IS THE NEXT TIME DON'T EVEN BOTHER ASKING IT'S JUST REVERTS. IF THAT'S WHAT THE WILL OF THE COMMISSION.

>> I JUST HAVE ONE CLARIFYING QUESTION INTO THE DEVELOPER SO WE JUST ASKED A QUESTION ABOUT BOTH OF THESE PARCELS WE HAVE TWO SEPARATE PARCELS HERE, RIGHT? FOR DEVELOPMENT.

>> YES.

>> THAT IS A 1200 SQUARE-FOOT PROPOSED HOUSE THAT HAS BEEN PROPOSED FOR BOTH OF THESE PARTIAL SO THAT'S TWO 1200 SQUARE-FOOT HOUSES THREE BEDROOM TWO BATH ONE CAR GARAGE, RIGHT? IS THAT WHAT WE ARE PROPOSING HERE IS THAT WHAT WAS SUBMITTED

TO THE BUILDING DEPARTMENT? >> YES.

[01:15:01]

>> SO WE'VE ESTIMATED THAT BOTH OF THESE PROJECTS ARE SOMEWHERE AROUND 300,000 JUST BASED ON THE 156,000 THAT'S WE'RE ESTIMATING THE BUILDING I'M JUST ADDING THOSE TWO TOGETHER AND COME UP WITH ABOUT 300,000 FOR THESE TWO PROJECTS, RIGHT? OKAY.

ALL RIGHT. OKAY.

>> SO WHAT WOULD SOMEONE LIKE TO MAKE A MOTION?

>> I THINK I MADE THE LAST MOTION SO I MIGHT AS WELL TAKE THE ARROWS ON THIS ONE, AS WELL. AND I SAY THIS WITH ALL DUE RESPECT.

I AM IN COMPLETE AGREEMENT WITH MY FELLOW BOARD MEMBER THAT IF THESE DATES ARE NOT THAT I AM DONE. SO I THINK YOU HAVE HEARD ONE COMMISSIONERS ALREADY DONE YOU HAVE THE BALANCE OF THEM THAT ARE SAYING THERE IS NOTHING AFTER THIS.

AND THE TIMELINES WE WERE DISCUSSING REFRESH MY MEMORY 90 DAYS PERMITTING 30 DAYS FOR CONSTRUCTION TO COMMENCE TOTAL OF 120 DAY EXTENSION FROM TODAY.

I WOULD MOVE TO GRANT ONE UNDER 20 DAY EXTENSION COMMENCING TOMORROW.

THAT CONSTRUCTION MUST BE COMMENCED WITH THE PERMIT IN HAND BUILDING PERMIT IN HAND.

AND THE REASON I'M QUALIFIED THAT IS I DON'T WANT GEORGE MOVING AROUND THE PROPERTY BECAUSE YOU DON'T NEED THE PERMIT TO DO THAT NECESSARILY CONSTRUCTION COMMENCED WITHIN ONE UNDER 20 DAYS WITH BUILDING PERMIT ISSUED.

>> IS THERE A SECOND?

>> I WILL SECOND THAT.

>> ANY DISCUSSION? OKAY I THOUGHT YOU WERE WANTING TO SAY SOMETHING.

IF THERE'S NO MORE DISCUSSION LET'S CALL THE ROLE.

>> COMMISSIONER J JOHNSON >> NO

>> COMMISSIONER BRODERICK >> YES  
>> COMMISSIONER GAINES >> YES  
>> COMMISSIONER C JOHNSON >> YES  
>> CHAIRPERSON HUDSON >> YES

>> I HOPE YOU DON'T WE DON'T SEE YOU AGAIN.

>> I WILL SAY I'M APPRECIATIVE OF THE STABLE AGREEMENT THAT IN PLACE IN TERMS OF TIMELINES BECAUSE THEN THAT KEEPS THINGS. FOCUSED ON TRACK SO I'M APPRECIATIVE OF THAT, THANK YOU.

>> THANK YOU, THANK YOU VERY MUCH.

[e. General Contractor Services Agreement for the Exterior Restoration of Old St. Anastasia, Bid No. 2023-037, for the Amount of \$588,168.46.]

>> NEXT ITEM ON THE AGENDA IS A GENERAL CONTRACTOR SERVICES AGREEMENT FOR THE EXTERIOR RESTORATION OF OLD SAINT ANASTASIA FOR THE AMOUNT OF \$588,168.46.

>> MR. MIMS.

>> MR. MS. MAYOR OF LIKE TO HAVE THIS HOLD THE BACKUP DOCUMENTATION HAS NOT BEEN COMPLETED AS FAR AS LEGAL REVIEW THIS WAS PLACED ON THE AGENDA WITH HOPES THAT THE LEGAL REVIEW WOULD BE COMPLETED BUT IT IS NOT. WE CANNOT REVIEW OR CONSIDER THIS FOR

APPROVAL AT THIS TIME. >> WHAT IS THE ACTION DO WE POSTPONE IT TO THE NEXT MEETING ?

>> POSTPONE TO THE NEXT MEETING.

>> DO YOU HAVE A QUESTION?

>> I WOULD POSTPONE IT BUT MY QUESTION I'M SORRY MY QUESTION HAS TO DO WITH IF.

IT'S THE SAME BUILDING, RIGHT?

>> RIGHT.

>> I THOUGHT YOU WERE GOING TO THE OUTSIDE IS THAT RIGHT, MR. MIMS?

>> THAT IS CORRECT.

>> MY QUESTION IS THIS WE ARE ABOUT TO SPEND \$588,000 TO DO THE OUTSIDE WHAT WE ABOUT TO ENTERTAIN A BID FOR SOMEBODY TO COME IN AND TAKE OVER THE BUILDING OR TRY TO TO THE INSIDE OF THE BUILDING POSSIBLY TAKE OVER THE PROPERTY. RIGHT? SO IF THAT'S THE CASE WHY WOULD WE SPEND 580,000 DOLLARS TO THE OUTSIDE WHEN SOMEONE WANTS TO DO IT?

>> WE ARE PUSHING IT FOR A MONTH.

>> I KNOW WERE NOT PULLING IT BUT IT'S COMING BACK. BUT THE NEXT ONE WE ARE TALKING ABOUT THE SAME PROPERTY. WE CAN TALK ABOUT THE ONE YOU WANT TO TALK ABOUT.

>> I WOULD COMMENT ON THAT, COMMISSIONER GAINES, YOU MADE A VERY SALIENT POINT IS A

[01:20:03]

VALUATION ISSUE HERE TO SAY PROPERTY GOES OUT FOR RFP AND IT COMES IN A NOMINAL AMOUNT IN THE RFP PROCESS THROUGH RENOVATION WE INVESTED \$588,000 IF THE BURDEN SHIFTED TO THE APPLICANT WHO WON THE RFP IN ESSENCE WE HAVE JUST GENERATED 588,000 DOLLARS OF VALUE TO THE CITY FOR PEERS UNDERSTAND WHERE I'M GOING WITH THAT. SO I'M AGREEING WITH YOU.

I KNOW I HAVE IT IN MY OWN WAY.

>> LET'S DO THIS WAS GOING TO MAKE A COMMENT LET'S PULL IT AND GO TO F AND C WHAT F IS TALKING ABOUT AND I CAN COME BACK.

>> WHAT NUMBER IS IT?



2002 AVE M



H. Lot Clearing before after 12-11-23

INVOICE

TO: 2002 AVENUE M LAND TRUST  
122 E LAKE AVE  
LONGWOOD, FL 32750

INVOICE NO: 40455  
DATE: 12/28/23

CUSTOMER NO: 2894/4309

TYPE: LL - 001 0000 115 02 00 LC

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	LOT CLEARING ADMIN FEE	100.00	100.00
1.00	LC	1,150.00	1,150.00

DATE MOWED: 12/11/23  
 INSPECTED BY: C KIRKLAND  
 CASE #: 23-2936  
 PROPERTY ADDRESS: 2002 AVE M  
 PARCEL TAX ID: 2404-609-0111-000-6  
 \*\*\* \*\*

"IF YOU WOULD LIKE TO CONTEST THIS FINE OR DISAGREE WITH THE WORK PERFORMED, THEN YOU MUST RESPOND IN WRITING, STATING A DETAILED REASON AS TO WHY YOU DISAGREE. THIS STATEMENT MUST BE RECEIVED BY OUR OFFICE WITHIN TWENTY DAYS FROM THE DATE OF THIS INVOICE. IF WE DO NOT HEAR FROM YOU WITHIN TWENTY DAYS OR RECEIVE PAYMENT BY THE DUE DATE, A LIEN WILL BE FILED AGAINST THE PROPERTY; INTEREST WILL BE CHARGED AT THE RATE OF 6% PER YEAR FROM THE ORIGINAL INVOICE DATE."

TOTAL DUE: \$1,250.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/28/23 DUE DATE: 12/28/23 NAME: 2002 AVENUE M LAND TRUST  
 CUSTOMER NO: 2894/4309 TYPE: LL - 001 0000 115 02 00 LC

REMIT AND MAKE CHECK PAYABLE TO:  
 CITY OF FORT PIERCE  
 P O BOX 1480  
 FORT PIERCE FL 34954-1480 (772) 467-3000

INVOICE NO: 40455 AMOUNT: \$1,250.00  
 TERMS: NET 0 DAYS

## 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)



1/4/2024

City of Fort Pierce  
Code Enforcement  
100 N. US Highway 1  
Fort Pierce, Florida 34950

Account # 40455      Customer # 2894/4309      Case # 23-2936

To Whom It May Concern:

This letter serves as notification to the City of Fort Pierce Code Enforcement Department of Progression Properties LLC, benefactor of 2002 Avenue M Land Trust, owner of property at 2002 Avenue M, Parcel Identification 2404-609-0111-000-6 is in disagreement with the fine associated with case number 23-2936 for Lot Clearing and the work performed in the amount of \$1,250.00.

Progression Properties LLC is contesting the fine and fees for Lot Clearing performed on December 11, 2023. The City was intimately aware of the plans for redevelopment of the property. As of November 14, 2023 during the Fort Pierce Redevelopment Agency meeting, there was lengthy and detailed discussion of the proposed plans and permit application status. As such, lot clearing by the owner was planned for later in December 2023. Upon arrival to the property to begin clearing, it was discovered the lot had already been cleared.

Progression Properties LLC is contesting the fine and requesting a waiver of the associated fees. If you have any questions, please contact me via email at [progressionpropertiesllc@gmail.com](mailto:progressionpropertiesllc@gmail.com) or call me at (407) 257-1678.

Sincerely,

  
Pamela C. Wright

Cc: Common Wealth Trust Services



>> YES, WE WILL HAVE TO GET HIM ON THE PHONE.  
>> OKAY. >> I WILL NEED HIS PHONE  
NUMBER. >> LET ME GO AHEAD AND SWEAR YOU WIN. PLEASE RAISE YOUR RIGHT  
HAND AND STATE YOUR NAME  
FOR THE RECORD? >> PAM RECORDS.  
>> DO YOU SWEAR THAT THE TESTIMONY YOU'RE ABOUT TO GIVE  
THE WHOLE TRUTH? >> YES.  
>> THANK YOU. >> CATHERINE. IT'S PAMELA  
WRIGHT. >> THANK YOU. THANK YOU. ALL RIGHT, I WILL GO AHEAD AND CALL IN  
ANDREW NOW.

TO VOICEMAIL.  
AND CONTINUE TO TRY TO GET THE VENDOR ON THE PHONE. GO AHEAD.  
YOU CAN START PRESENTING.

>> OKAY, DO IT AGAIN.  
[01:15:13]

NUMBER. >> ANY MAKE SURE THE NUMBER YOU ARE USING IS A NUMBER SHE IS  
CALLING?

>> HELLO? >> GOOD MORNING. THIS IS CATHERINE. I AM CALLING YOU LIVE IN  
OUR COMMISSIONER CHAMBERS FOR A HEARING THIS MORNING?

>> YES. >> I WILL GO AHEAD AND SWEAR YOU AND BEFORE THE CITY PRESENTS  
YOUR CASE. PLEASE RAISE YOUR RIGHT HAND AND STATE YOUR NAME FOR THE RECORD?

>> AND RAQA SOON. >> TO YOU CONFIRM THAT THE TESTIMONY YOU'RE ABOUT TO  
GIVE THE TRUTH?

>> YES. >> THANK YOU.

>> YOUR HONOR, CASE NUMBER 23-2036 , CASE 2002 AVENUE M , OWNER 2002  
AVENUE M LAND TRUST. CASE INITIATED IN 2007, 2023. THIS IS A MASSEY HEARING. OWNER  
IS 2002 AVENUE M LAND TRUST , AND THE REGISTERED AGENT IS ANDREA L AYLETT HOLT.

FINDINGS CASE FOLLOW-UP ON NOVEMBER 7TH, 2024, MYSELF, GOOD OFFICER,  
CITED THE COMPANY IS A NUISANCE FOR LOCKLEAR AND VIOLATION. ON NOVEMBER 18TH,  
FOLLOW-UP INSPECTION FOUND THAT THE LOT WAS NOT IN COMPLIANCE. ON NOVEMBER 21ST,  
2023, PROPERTY WAS PLACED ON BID. OUR CONTRACTOR MORE OR LESS GAVE US AN ESTIMATE  
OF \$1150.00 TO HAVE THE LOT MODE OCCUR AND TO OUR SEPTIC STANDARDS. ON DECEMBER  
11TH, 2023, WE RECEIVED BEFORE AND AFTER PHOTOS OF THE LOT SHOWING WORK PERFORMED  
BY OUR CONTRACTOR.

ON DECEMBER 19TH, 2023 , I CONDUCTED ANOTHER INSPECTION .

ON DECEMBER 19TH, 2023, INVOICE SUBMITTED BY OUR CONTRACTOR, MODE FOR  
LESS, WAS APPROVED AND SENT TO OUR FINANCE DEPARTMENT.

ON DECEMBER 28TH, 2023, AN INVOICE CREATED BY OUR FINANCE DEPARTMENT WAS  
MAILED TO 2022 AVENUE M LAND TRUST. ON JANUARY 4TH, 2024 , WE RECEIVED A LETTER  
DATED JANUARY 4TH, 2024 FROM PROGRESSION PROPERTIES LLC CONTESTING THE FINES.  
THE REDUCTION CRITERIA ITEMS TO BE CONSIDERED BY THE SPECIAL MAGISTRATE , THE  
GRAVITY OF THE VIOLATIONS NUISANCE ABATEMENT LOT CLEARING , ANY ACTION TAKEN BY A  
RESPONDENT TO CORRECT THE VIOLATION , AND ON CITY VENDOR COMPLETED WORK . THREE,  
ANY VIOLATIONS COMPLETED BY THE VIOLATOR WAS NONE. IN THE RECOMMENDATION IS TO TO  
BE DETERMINED. I DO HAVE PHOTOS TO DEPICT THE TIME AND DATE OF

ALL INCIDENTS. >> I.V. SHOWED THEM TO THE RESPONDENT? MOVE THESE PHOTOS  
INTO EVIDENCE AS CITIES COMPOSITE EXHIBIT ONE. THROUGH. IT ALSO NEEDS THE  
INVOICES THAT SHE TESTIFIED

TO. >> PHOTOGRAPH WILL BE ENTERED AS CITIES COMPOSITE EXHIBIT ONE.  
[01:20:24]

THE LETTER RECEIVED JANUARY 4TH, 2024 , HAVE YOU HAD ANY COMMUNICATION, OR RECEIVED ANY INDICATION FROM THE OWNER OR

ANYONE ON THEIR BEHALF? >> NO, MA'AM.

>> THANK YOU. >> IN THE PROPERTY, WHAT IS THE DATE ON THIS NOTICE ? WHEN DID YOU FIRST PUT THE NOTICE ON THE PROPERTY? >> NOVEMBER 7TH.

>> GOVERNMENT SEVENTH? OKAY. AND THE LOT WAS CLEARED ON DECEMBER 11TH? >> YES.

>> THANK YOU. >> ANYTHING FURTHER?

>> NO, MA'AM. >> WOULD LIKE TO CALL OUR WITNESS ON THE PHONE? DOES HE HAVE THE PHOTOGRAPHS?

>> YES. HE SENT THEM. >> OKAY. THE ONES IN THE PACKAGE? >> AND THIS ONE. THESE ONES HERE HE SAID ALSO. >> OKAY. ARE YOU THERE?

>> YES. >> ANDREW?

>> YES. >> ALL RIGHT. WE HAVE TWO PHOTOGRAPHS THAT ARE ON THE SCREEN. I DON'T KNOW, HAVE THEY BEEN PLACED INTO EVIDENCE? WERE THEY IN YOUR PACKAGE?

>> YES. >> ALL RIGHT. THE FIRST IS DATED DECEMBER 11TH, 2023, AND THERE IS A TIMESTAMP ON THE PHOTO, 9:34 A.M.. WAS A PHOTOGRAPH TAKEN BY YOU?

>> YES. >> IT WAS A PHOTOGRAPH TAKEN AT 202 AVENUE M ON THE DATE AND TIME DASHING AND THE DATE AND

TIME STAMP ARE ACCURATE? >> CORRECT.

>> OKAY, AND THE NEXT PHOTOGRAPH WE HAVE EVIDENCE IS DECEMBER 11TH ALSO. GO INTO THE POST CLEARING PHOTOGRAPH.

>> THE POST CLEARING PHOTOGRAPHS? A. THESE?

>> THE ONES TAKEN BY OUR WITNESS. THE SECOND PHOTOGRAPH IS DECEMBER 11TH -- ALSO DECEMBER 11TH AT 11:0 4:00 A.M.

. DID YOU ALSO TAKE A PHOTOGRAPH?

>> YES. >> ALL RIGHT. BETWEEN 930 AND 11 A.M. WHERE THEY WERE TAKEN, TO DECLARE THE LOT?

>> YES, I DID. >> ALL RIGHT. DID YOU CHARGE THE CITY FOR THE LOT CLEARING?

>> YES, WE DID. >> ALL RIGHT.

>> ALL RIGHT. WAS THE AMOUNT THAT YOU CHARGED THE CITY \$1150.00? >> YES.

>> ALL RIGHT. >> ALL RIGHT. I DON'T HAVE ANYTHING ELSE FOR YOU, SIR, BUT COULD YOU STAY ON THE LINE IN CASE ANYTHING ELSE COMES UP BEFORE THE HEARING IS CONCLUDED? >> NO PROBLEM. NO PROBLEM.

>> ALL RIGHT. ANYTHING ELSE FOR THESE?

>> NO, MA'AM. >> ALL RIGHT. I GUESS THE RESPONDENT HAS AN OPPORTUNITY TO SPEAK. BEFORE YOU DO, THOUGH, I THINK YOU SAID YOUR NAME WAS PAMELA?

>> CORRECT. >> ALL RIGHT. ARE YOU THE OWNER

OF THE PROPERTY? >> YES, I AM. THIS IS A LAND TRUST, AND THAT PROGRESSIVE PROPERTIES IS THE PROGRESSIVE LANE TRUST OWNER. I AM THE MANAGER OF PROGRESSION PROPERTIES. >> YOU'RE THE MANAGER?

>> I'M THE OWNER. >> OKAY. YOU ARE THE OWNER? SO, THREE YOUR ORGANIZATION, YOU ARE THE BENEFICIARY OF THE LAND TRUST. >> CORRECT.

>> ALL RIGHT. OKAY, AND YOU HAVE AN OPPORTUNITY TO RESPOND TO THE PRESENTATION. >> SURE, THANK YOU. GOOD MORNING, MADAM MAGISTRATE AND STAFF. WHEN WE PURCHASED THE PROPERTY FROM THE CITY AS A SURPLUS PROPERTY DECEMBER OF 2021 , SO, MOVING FORWARD, I REACHED OUT TO GET THE LOCATIONS EXACT FROM CATHERINE , BECAUSE IT WAS IDENTIFIED ONLY AS PARTIAL I.D.S. SO, I JUNE OF 2023, I STARTED HAVING MORE COMMUNICATIONS WITH THE FORT PIERCE REDEVELOPMENT AGENCY WHO WAS THE OWNER OF THAT PROPERTY. AND NOVEMBER

[01:25:04]

13TH OF 2023 , I CAME BACK BEFORE THE COMMISSION -- EXCUSE ME, BUT FOR THE F PRA WITH UPDATES CONCERNING THAT PROPERTY. BECAUSE OF THE TIMELINE THAT I HAD INITIALLY INDICATED TO DEVELOP THAT PROPERTY WAS NEARING ITS TIME, THE CITY WANTED TO KNOW, HEY, WELL, WE WILL GIVE YOU THIS TIME TO TAKE CARE OF THAT AND SECURITY PERMITS TO DO THE DEVELOPMENT THAT YOU INDICATED THAT YOU WERE GOING TO DO. THAT WAS NOVEMBER 13TH. I RECEIVED NOTIFICATION FROM MY LAND TRUST ADMINISTRATOR AFTER THAT WEEK OR SO LATER, HEY, YOU NEED TO ADDRESS THE CODE VIOLATION. SO, FAST-FORWARD, WE DID ADDRESS IT, BECAUSE THAT PROPERTY WAS SLATED TO BE CLEARED FOR PREPARATION TO DEVELOP IT THAT FOLLOWING WEEK. WELL, WHEN WE WENT OUT TO DO THAT, IT HAD ALREADY BEEN TAKEN CARE OF BY THE CITY'S BID PROCESS. SO, I CONTACTED THE CITY DURING CHRISTMAS BREAK. I CONTACTED CODE ENFORCEMENT, AND TALKED WITH CATHERINE AND SAID HEY, LISTEN.

I AM JUST GETTING THIS INFORMATION. WHAT DO WE NEED TO DO? SO, SHE SAID THE INDICATION WAS I HAD 20 DAYS TO APPEAL THAT DECISION , OR THAT POSITION THAT THE CITY WAS TAKING, AND THAT IS WHAT WE DID. NOW, SINCE THAT TIME, THE LAND HAS BEEN PROPERLY -- WELL, I WON'T SAY PROPERLY, BUT CLEARED PROPERLY FOR CONSTRUCTION. THE PERMIT HAS BEEN ISSUED , AND IT IS ALREADY PREPPED , GRADED, AND FORMED FOR THE FOUNDATION. WE ARE GOING TO THE PROCESS NOW WAITING FOR HAVING TO SCHEDULE THE INSPECTION FOR THE CITY FOR THE ROUGH PLUMBING. AND THAT IS WHERE WE ARE TODAY. I HAVE PICTURES ON MY PHONE, BUT I DID NOT BRING IT UP WITH ME, THAT SHOWS THAT THE FOUNDATION HAS BEEN FORMED. THE CONCRETE HAS NOT BEEN BOARD , BECAUSE WE HAVE TO HAVE THE INSPECTION OF THE ROUGH PLUMBING BEFORE THAT CAN BE TAKEN CARE OF.

>> ALL RIGHT. AS I COMPLETE YOUR PRESENTATION? ANYTHING ELSE? >> YES.

>> WAS THE PROPERTY GRADED? >> THE PROPERTY WAS GREETED MARCH. THE FIRST OF MARCH. >> THE FIRST OF MARCH?

>> FIRST MARCH, AND A FEBRUARY, YEAH.

>> SO, IT WAS NOT GRADED ON NOVEMBER 14TH EVERYONE FOR THE REDEVELOPMENT BOARD? >> NO, IT WAS NOT.

>> WOULD YOU TESTIFIED TO THE REDEVELOPMENT BOARD THAT WAS GRADED. >> NO I DID NOT. I TESTIFIED TO THE REDEVELOPMENT AGENCY , BECAUSE I HAD TWO LOTS. YOU

KNOW? >> I AM HEADING THE TRANSCRIPT FROM THE REDEVELOPMENT BOARD MEETING ON NOVEMBER THE 14TH , AND I WOULD ASK YOU TO TURN TO PAGE EIGHT AND READ FOR ME THE HIGHLIGHTED SECTIONS. I AM SORRY, READ FOR THE TRIBUNAL

THE PART THAT I HIGHLIGHTED. >> 2002 AVENUE M , I AM PAMELA CARRUTHERS . AT THIS PARTICULAR JUNCTION, WE HAVE GRADED THE

PROPERTIES. >> WERE YOU UNDER OATH WHEN YOU TESTIFIED THAT? >> NO, I WAS NOT UNDER OATH.

>> NO. I WAS AT THE F PRE COMMISSION.

>> OKAY. CAN YOU TURN TO PAGE 11, PLEASE? AND ALSO READ THE

HIGHLIGHTED SECTION? >> WE HAVE BOTH PARCELS GRADED.

REDEVELOPMENT AGENCY IN NOVEMBER THAT THE PARCELS WERE GRADED. >> YES.

>> WAS THAT A TRUE STATEMENT?

>> I TOLD THE REDEVELOPMENT AGENCY THE PARCELS WERE GRADED BECAUSE AVENUE J WAS GRADED. AVENUE M WAS SLATED TO BE

GRADED. >> AT THIS PARTICULAR JUNCTURE, WE HAVE GRADED THE PROPERTIES.

YOU ARE TALKING ABOUT BOTH OF

YOUR PROPERTIES. >> THERE ARE TWO PARCELS ON AVENUE J, AND THE ONE PARCEL ON AVENUE M.

>> OKAY. HE DID NOT CLARIFY THAT FOR THEM.

>> AVENUE J, BOTH PARCELS. BOTH LOTS ON AVENUE J WERE GRADED

>> OKAY. SO, IT IS YOUR TESTIMONY TODAY THAT YOU SENT

[01:30:05]

SOMEONE IN DECEMBER TO GREATLY PROPERTIES? OR TO CLEAR THE PROPERTIES? TO CLEAR UP THIS VIOLATION? AND IT HAD ALREADY

BEEN DONE BY THE CITY? >> WE REACHED OUT TO HAVE THAT CONTRACTOR WITH THE SAME ENTITY THAT CLEARED AND GRADED THE PROPERTIES ON AVENUE J. THEY INFORMED ME THAT THOSE LOTS HAD ALREADY BEEN CLEANED UP. THAT LOT HAD ALREADY BEEN

CLEANED UP. >> OKAY.

>> ANYTHING FURTHER? >> NO, MA'AM.

>> WELL, I AM SORRY. I WOULD LIKE TO PUT THE TRANSCRIPT INTO EVIDENCE.

CAN WE MAKE THAT INTO EFFECT?

>> THANK YOU. >> IT WILL BE CITY'S COMPOSITE

EXHIBIT TWO. >> THIS WILL BE MARKED AS COMPOSITE TWO FOR THE CITY, AND IT IS THE TESTIMONY. A

TRANSCRIPT OF TESTIMONY. >> ALL RIGHT. YOUR HONOR, BASED ON THE CRITERIA FOR THE MASSEY HEARING, THE CITY IS ASKING THAT THE FULL AMOUNT OF THE FEES PAID BY THE CITY TO CLEAR

THE LOT BE DEEMED DO. >> WHICH IS 1150?

>> WELL, IT'S GOT THE EVIDENCE UP ON THE SCREEN. THERE IS ALSO A LOT CLEARING AND MINISTRY TO FEE. SO, WE HAVE 1150, AND THEN THE ADMINISTRATIVE FEE IS A CITY FEE. SO, WE ARE ASKING FOR THE FULL 1250.

>> HAS THE RESPONDENT BEEN GIVEN THIS?

>> YES, MA'AM. THAT IS WHY YOU WILL NOTICE ON THE INVOICE, WE ACTUALLY INCLUDE THE WORDING ABOUT THE MASSEY HEARING, WHICH IS WHAT THEY RESPONDED TO, AND WHY WE ARE HERE TODAY. THEY RECEIVED THE INVOICE WITH THAT INFORMATION ON IT PROVIDING THEM THE OPPORTUNITY TO BE HEARD PRIOR TO THE FINE BEING

ASSESSED. >> OKAY. AND THE CITY IS ASKING STRICTLY FOR THE 1250, WHICH IS THE MINISTRY TO FEE PLUS THE ACTUAL COST OF THE CLEARING?

>> CORRECT. >> OKAY. WOULD YOU LIKE TO ADD

ANYTHING ELSE? >> YES. I WOULD LIKE TO JUST GO ON RECORD THAT I WILL APPEAL THIS. SO, WHERE DO I NEED TO GO

AND WHAT DO I NEED TO DO? >> OKAY.

>> THE SPECIAL MAGISTRATE HAS NOT RULED IT AT THIS TIME.

>> OKAY. >> IT IS OKAY. I UNDERSTAND.

NO, I FIND THAT THE CITY DID EXPENDED AND THERE SEEMS TO BE A MISCOMMUNICATION, BUT FROM THE TESTIMONY AND TRANSCRIPT, IT APPEARS THAT THE RESPONDENT CONTRIBUTED TO THE MISUNDERSTANDING. SO, I FIND THAT THE CITY EXPENDED THE MONEY AND THE LOT WAS CLEARED. SO, THE AMOUNT OF 1250 IS DUE.

YOU DO HAVE THE RIGHT TO APPEAL, AND YOU HAVE 30 DAYS TO DO SO. >> AND WHO DO I APPEAL TO , AND WHAT IS THE PROCESS? >> YOU HAVE THE RIGHT TO GET AN ATTORNEY TO ASSIST YOU WITH THE APPEAL, AND WE RECOMMEND THAT YOU DO SO. THE SPECIAL MAGISTRATE RULES WITH THE APPEALS INFORMATION IS IN THE SPECIAL MAGISTRATE RULES.

>> OKAY. WERE THE SPECIAL MINISTRY RULES?

>> THEY ARE AVAILABLE ONLINE, OR YOU CAN ASK THE CLERK.

>> THE CLERK IS IN CODE ENFORCEMENT CLERK? THE CITY CLERK? >> THE SPECIAL MAGISTRATE CLERK. >> OKAY, CATHERINE. CAN I HAVE A COPY OF THOSE PLEASE? >> I CAN EMAIL THEM TO YOU.

>> THANK YOU. >> THANK YOU FOR COMING.

>> THANK YOU. >> THANK YOU. I'M SORRY, I DID I HEAR. HOW LONG DOES SHE HAVE TO PAY IF SHE GOES THAT ROUTE?

INDICATED SHE WAS APPEALING. >> JUST FOR THE PURPOSES OF THE ORDER. >> 30 DAYS . IF IT IS NOT PAID IN 30 DAYS. >> OKAY. I WILL EMAIL YOU THE RULES OF PROCEDURE. >> OKAY. IF THEY ARE ON YOUR WEBSITE , WOULD IT BE UNDER BETTER ON THE WEBSITE OR WHAT?

> ALL RIGHT, THANK YOU. >> THANK YOU.

> THAT WE YOU GOT THE RIGHT ONE.

**FPRA Regular Meeting - 5:05 p.m.**

**8. c.**

**Meeting Date:** April 9, 2024

**Re:** Means Court Center Project Update

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

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**SUBJECT:**

Means Court Center Project Update

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**Attachments**

INC Project Status Reports

Presentation

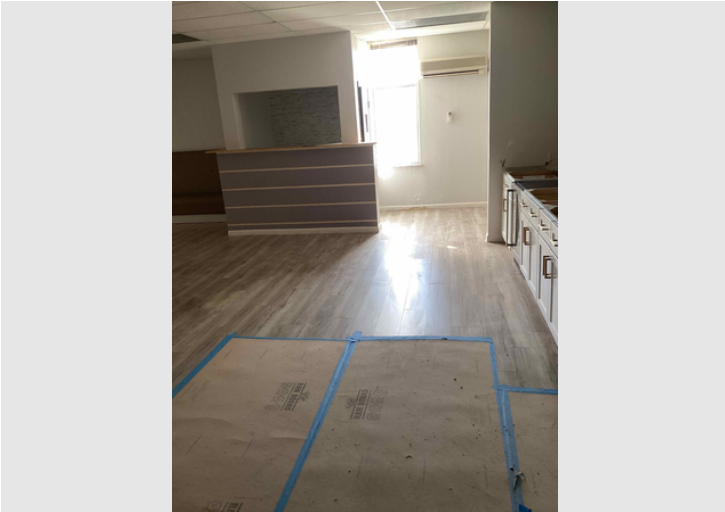
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HORUS Construction Services, Inc.

December 29, 2023

Job #: 452 452- Incubate Neighborhood Center  
532 North 13th Street  
Fort Pierce, Florida 34950



Description

Taken Date

11/29/2023 at 02:07 pm

Uploaded By

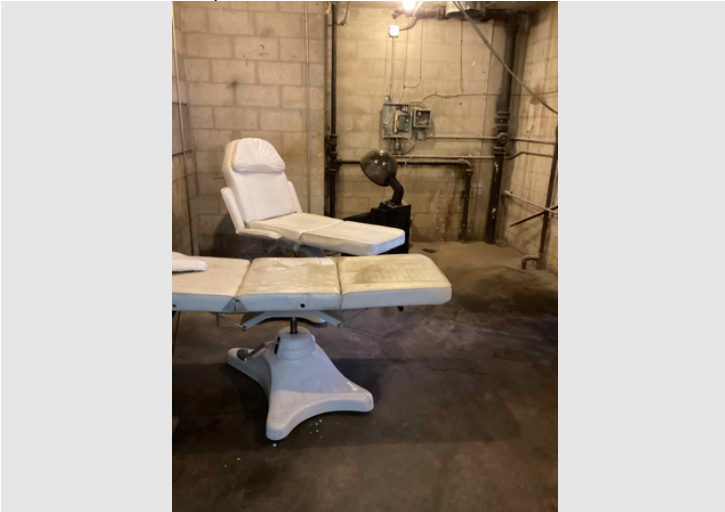
Daniel Martinez

Upload Date

11/29/2023 at 02:08 pm

File Name

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Description

Taken Date

11/29/2023 at 01:10 pm

Uploaded By

Daniel Martinez

Upload Date

11/29/2023 at 01:33 pm

File Name

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Description

Taken Date

11/29/2023 at 01:15 pm

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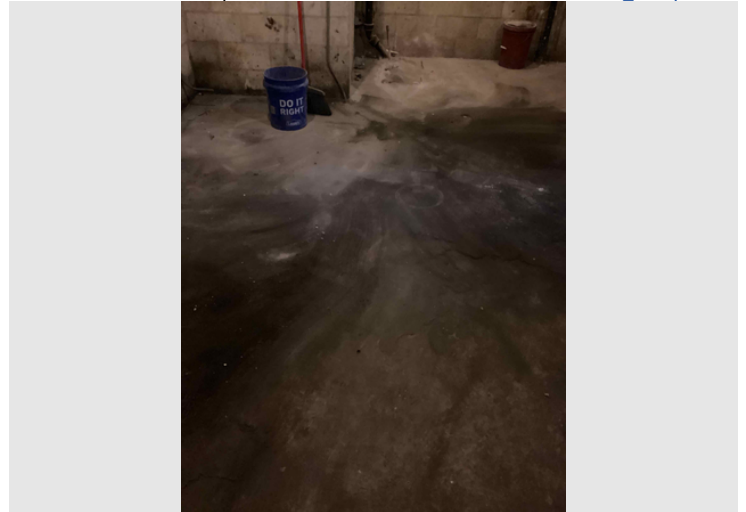
Daniel Martinez

Upload Date

11/29/2023 at 01:34 pm

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Description

Taken Date

11/28/2023 at 04:15 pm

Uploaded By

Daniel Martinez

Upload Date

11/28/2023 at 04:15 pm

File Name

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HORUS Construction Services, Inc.

Printed on Mon Dec 4, 2023 at 04:13 pm EST

Job #: 452 452- Incubate Neighborhood Center  
532 North 13th Street  
Fort Pierce, Florida 34950



Description

Taken Date

11/27/2023 at 01:30 pm

Uploaded By

Daniel Martinez

Upload Date

11/27/2023 at 01:41 pm

File Name

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Description

Taken Date

11/22/2023 at 11:39 am

Uploaded By

Daniel Martinez

Upload Date

11/22/2023 at 02:13 pm

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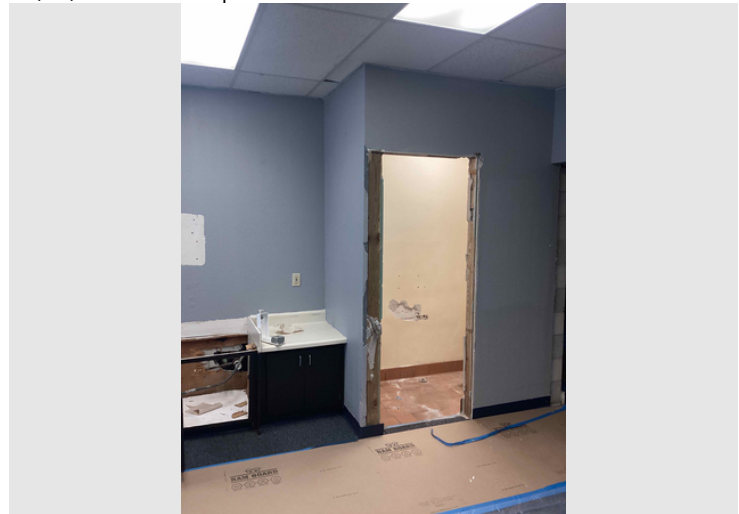
Daniel Martinez

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Description

Taken Date

11/22/2023 at 10:57 am

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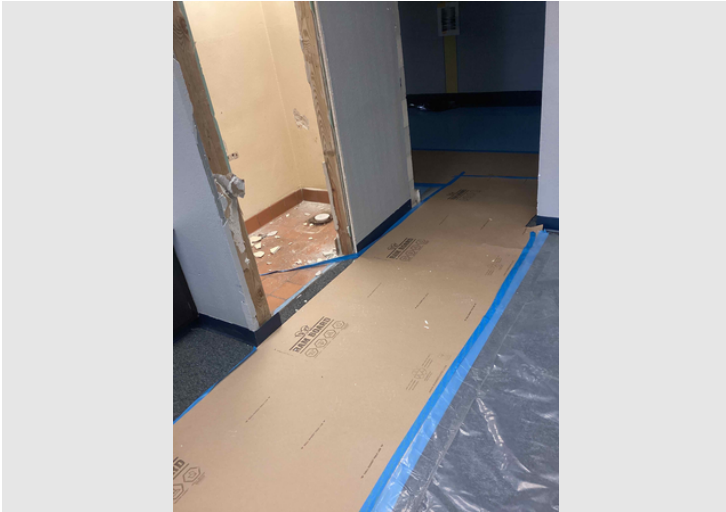
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HORUS Construction Services, Inc.

Printed on Mon Dec 4, 2023 at 04:13 pm EST

Job #: 452 452- Incubate Neighborhood Center  
532 North 13th Street  
Fort Pierce, Florida 34950



Description

**Taken Date**

11/22/2023 at 10:48 am

**Uploaded By**

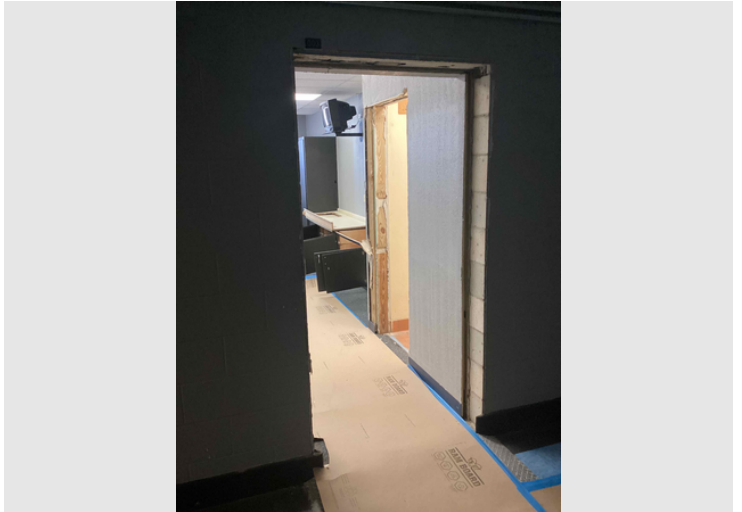
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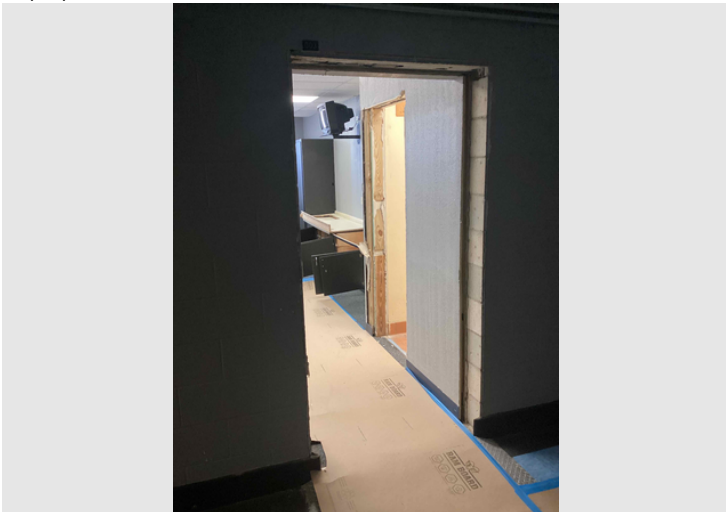
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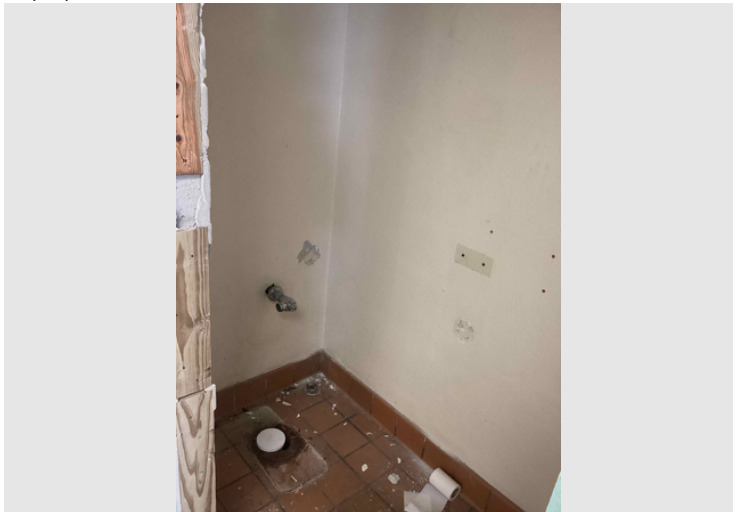
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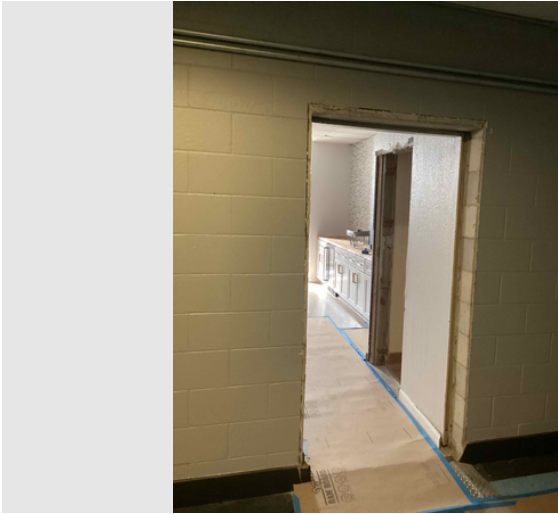
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HORUS Construction Services, Inc.

Printed on Mon Dec 4, 2023 at 04:13 pm EST

Job #: 452 452- Incubate Neighborhood Center  
532 North 13th Street  
Fort Pierce, Florida 34950



Description

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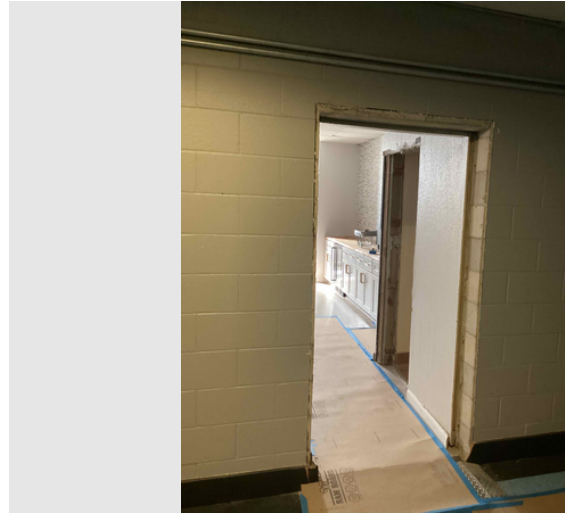
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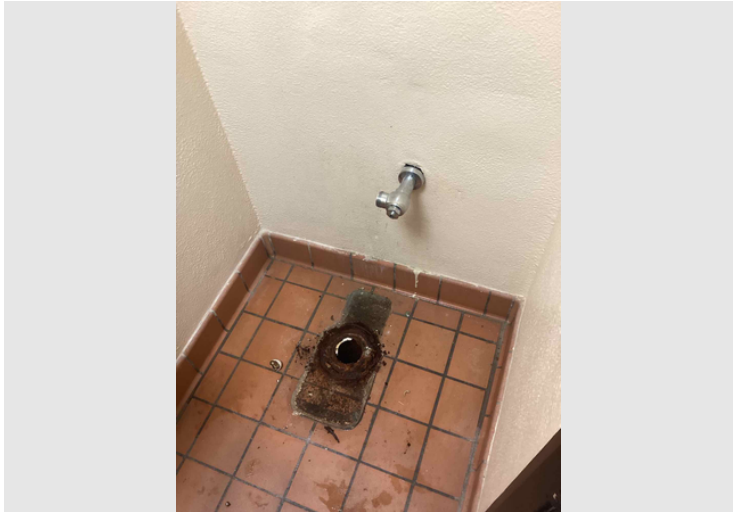
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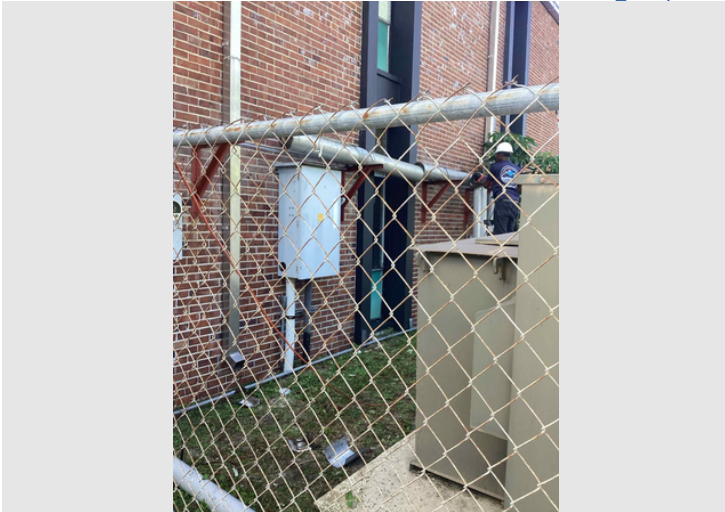
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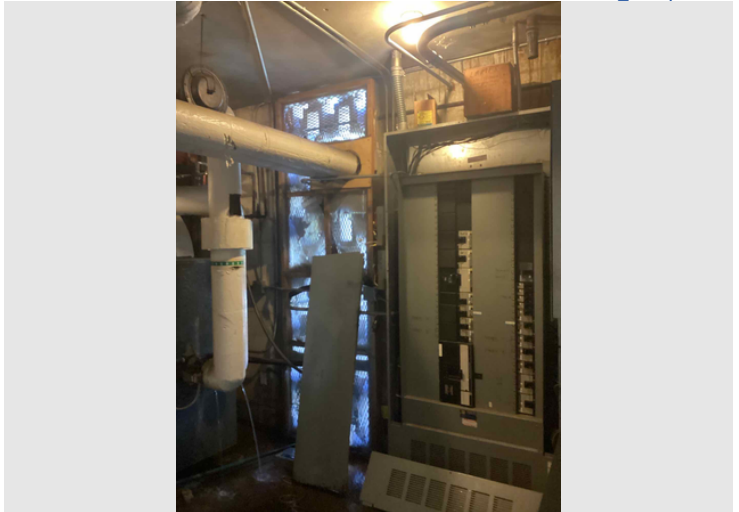
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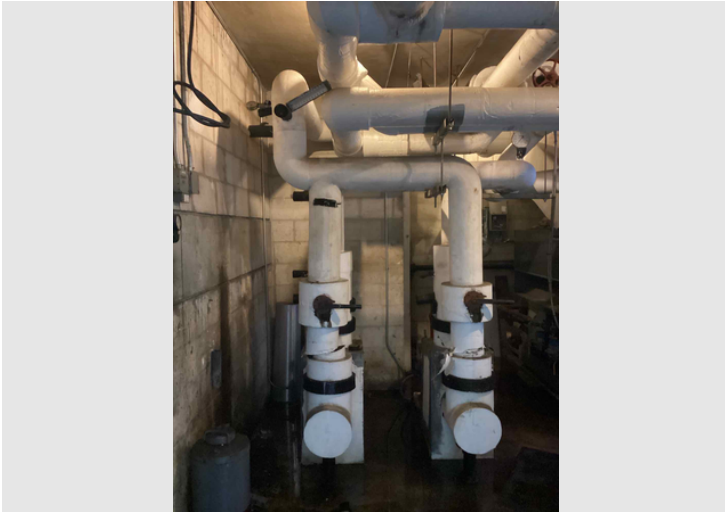
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HORUS Construction Services, Inc.

Printed on Mon Dec 4, 2023 at 04:13 pm EST

Job #: 452 452- Incubate Neighborhood Center  
532 North 13th Street  
Fort Pierce, Florida 34950



**Description**

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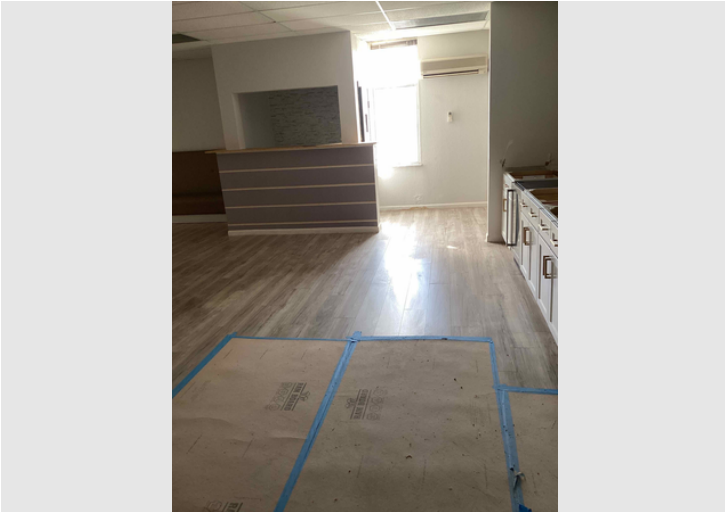
- Architect and Structural Engineer walked the site to answer a few scope gaps.
- Construction was inactive during the time responses to the the RFI (request for information) from the Architect and Structural Engineer.
- Scheduled site visit with sales rep from Southeast Elevators next week and to place accurate equipment order.
- Contracts for the installation phase of construction are being finalized.
- Received door submittals, Submittals waiting on approval from architect.
- Structural steel subcontractor selected to complete remaining demo work.
- 85% of the demo is complete.



HORUS Construction Services, Inc.

January 29, 2024

Job #: 452 452- Incubate Neighborhood Center  
532 North 13th Street  
Fort Pierce, Florida 34950



Description

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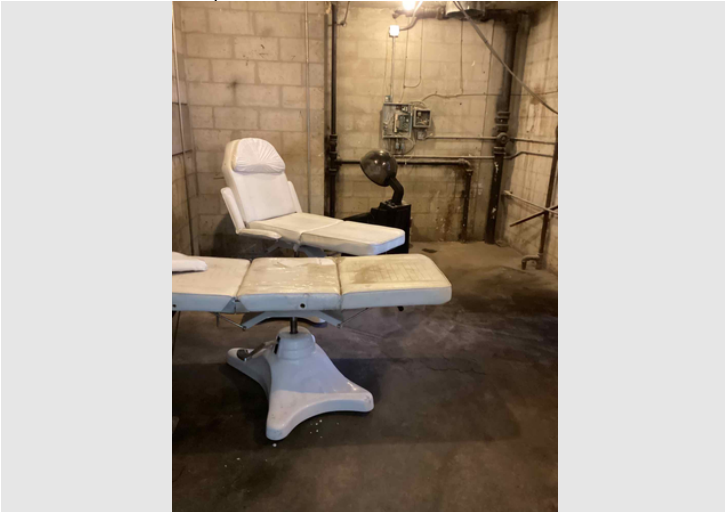
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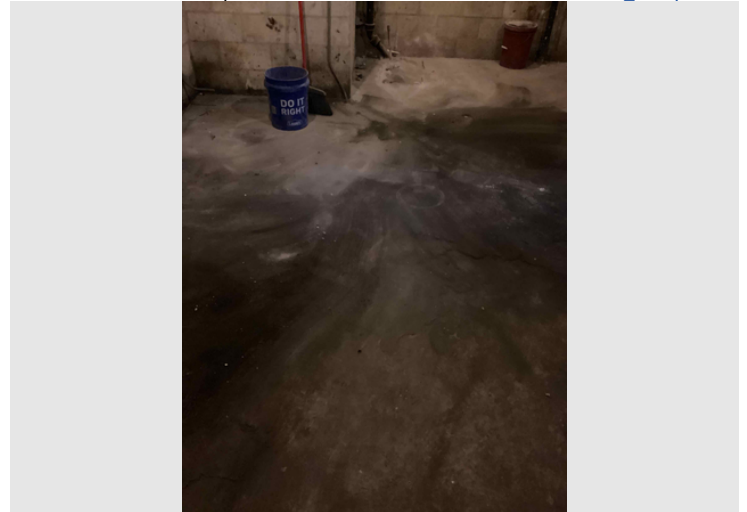
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Fort Pierce, Florida 34950



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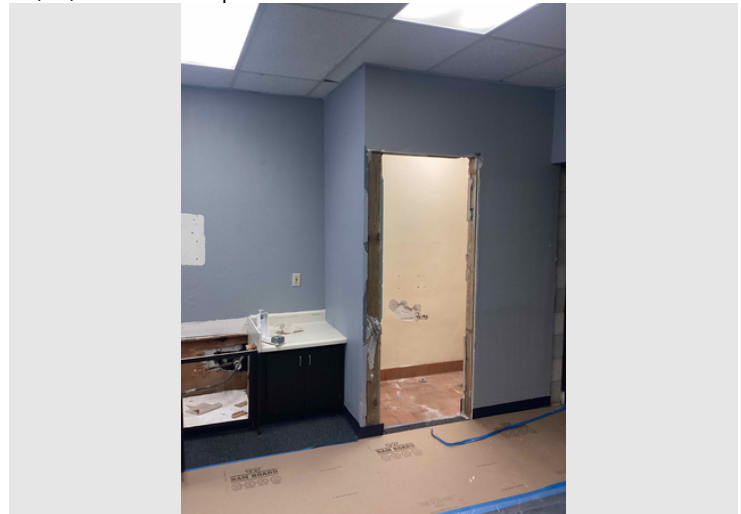
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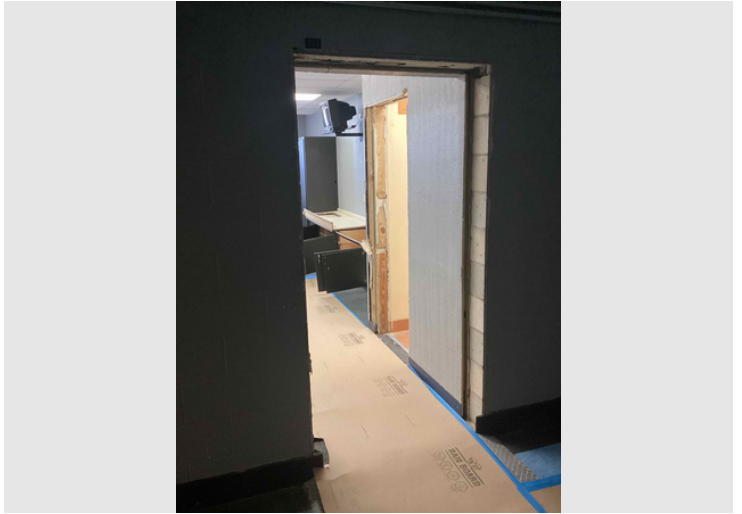
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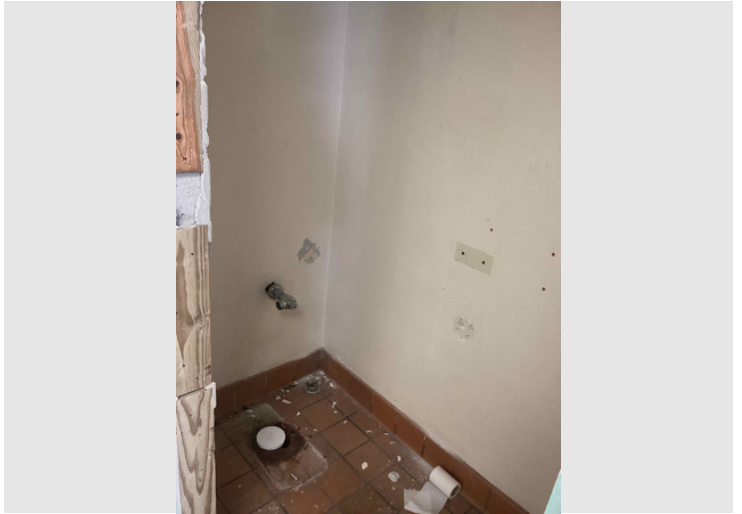
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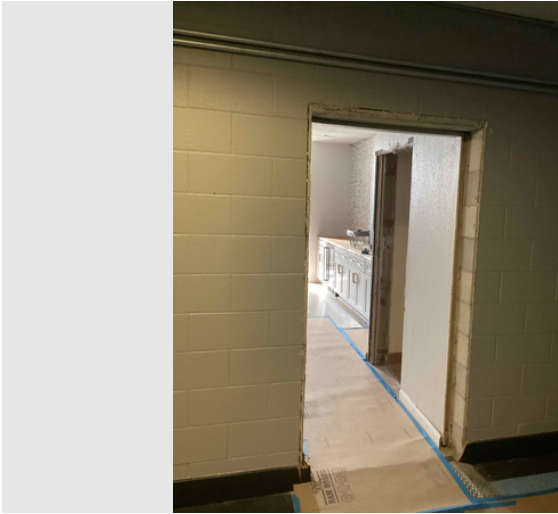
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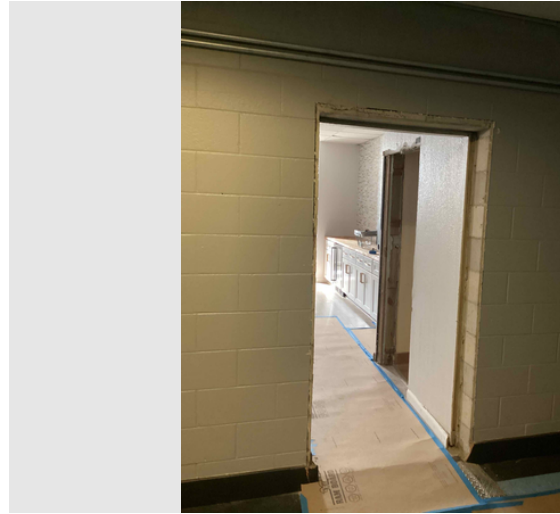
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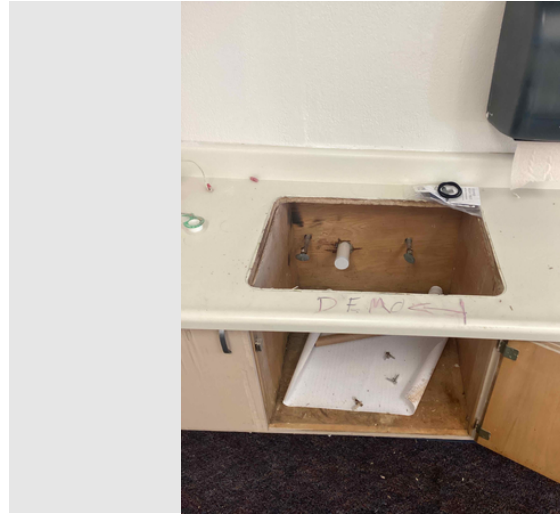
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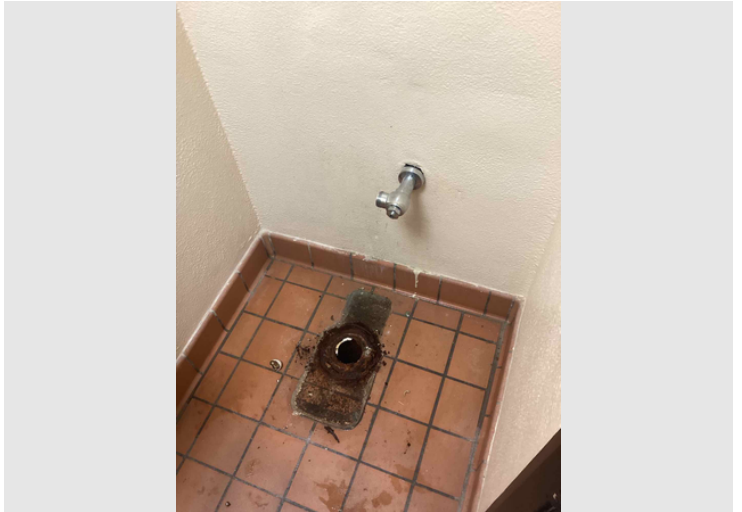
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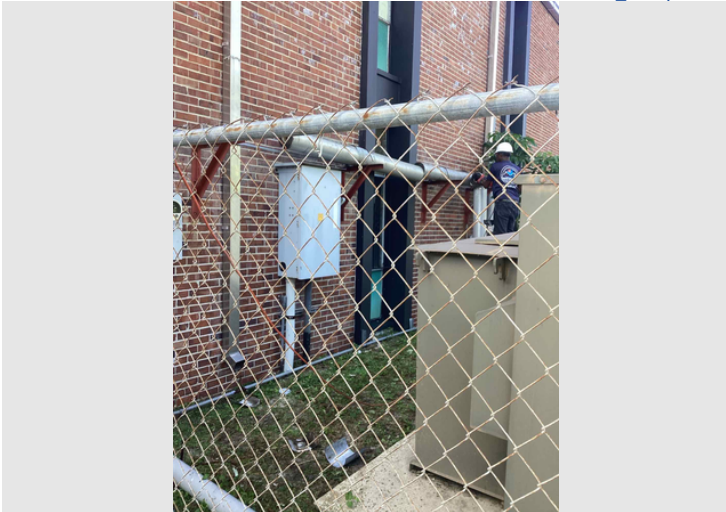
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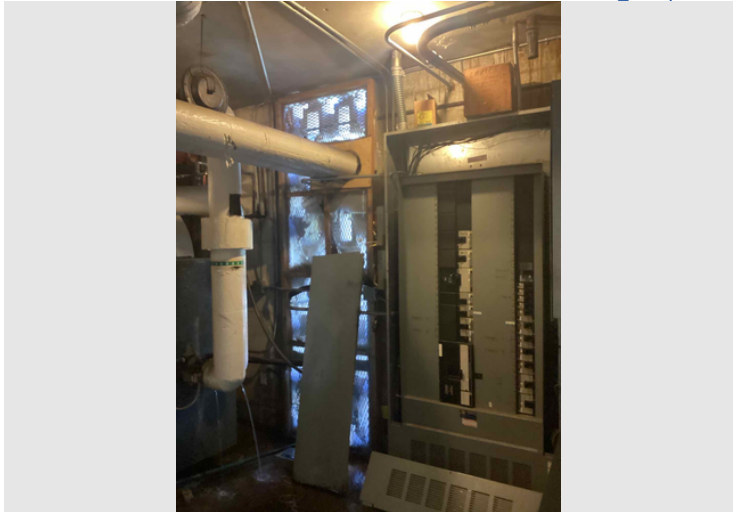
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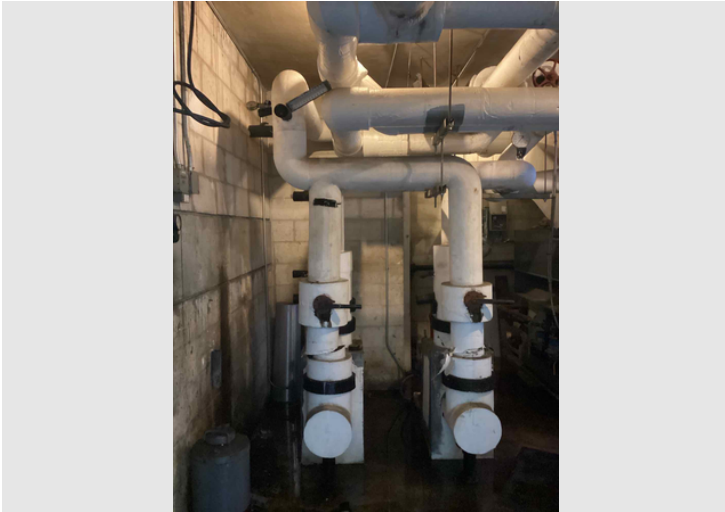
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Fort Pierce, Florida 34950



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**Uploaded By**

Daniel Martinez

**Upload Date**

11/20/2023 at 11:26 am

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The pictures above are of work done to date. Below is a list of activities and challenges:

**Activities:**

1. Received permit in November.
2. On-boarded sub-contractors for scope of work.
3. Completed 80% of demo before thanksgiving.
4. Getting Architect to walk job after changing architects.
5. Plan revision submitted to the City of Ft. Pierce for review and approval.
6. Updated RFIs secured for bathroom renovation.

**Challenges**

1. Currently six (6) weeks behind schedule.
  - a. The elevator contractor has been inconsistent with dates and deliverables. Architect addressing this issue.
  - b. Demo of bathrooms on first floor were stopped of discovery of load bearing wall and then a change in of direction.
  - c. Revisions to the plan was delayed because this discovery occurred during the holiday and the Architect was out of the office (2 weeks).
  - d. Took 7-10 business days to get RFI because the plans were created without a site visit/walk through.
  - e. Change in scope of work due to plan revision.
  - f. Identifying, negotiating, and securing a qualified structural steel company for the project.

Incubate Neighborhood Center, Inc  
532 N 13th St, Fort Pierce, FL 34950

## PROJECT STATUS REPORT

### PROJECT SUMMARY

REPORT DATE	PROJECT NAME	PREPARED BY
February 22, 2024	INC. BIZ Renovation project	Alison A. Hewitt, Horus Academy

### STATUS SUMMARY

The Team is currently waiting on approval from the City of Ft. Pierce building and Fire Department to the last change order.

### PROJECT OVERVIEW

DESIGN	DRIVER	REPORT
Creation and Submittal of changes to submitted plans	Caribeño Architectural Group, Kenneth Lebron	<ul style="list-style-type: none"><li>➤ Reoriented restrooms to work with existing conditions.</li><li>➤ These were submitted 01-15-24 to the city for review.</li></ul>
CONSTRUCTION	DRIVER	REPORT
Elevator	Canieria Gardner	<ul style="list-style-type: none"><li>➤ Received updated quote for Lift installation</li></ul>
Steel	Canieria Gardner	<ul style="list-style-type: none"><li>➤ Requested shop drawings</li></ul>
Subcontractors	Horus Construction, Isadore Wood	<ul style="list-style-type: none"><li>➤ Coordinated quotes from subcontractors</li><li>➤ Updated budget with current quotes and waiting for final from HVAC and Elevator contractors</li></ul>
ADMINISTRATION	DRIVER	REPORT

### CONCLUSIONS



MEANS COURT  
ELEMENTARY

# Means Court Center Project Update

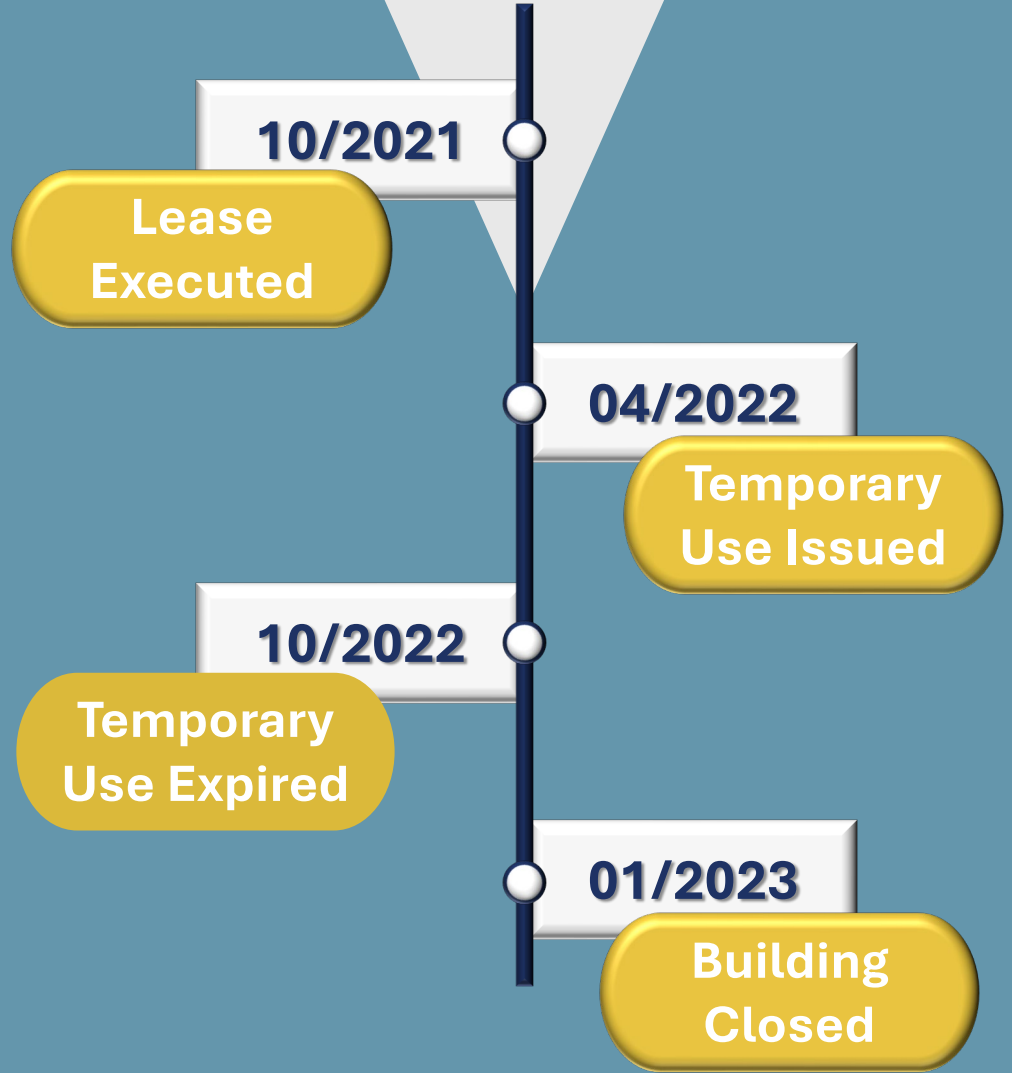
April 9, 2024



# Means Court Center Project Deliverables

Deliverables	Commence	Projected Completion	Status
<p>Phase 1</p> <ul style="list-style-type: none"> <li>Phase 1.1: retrofit of current space to provide a facility facelift which include, internal and external painting, flooring, lighting, furnishings, community bathrooms upgrade.</li> <li>Phase 1.2: adding an elevator, medical clinic, and kitchen incubator.</li> </ul>	10/2021	April 2023	Ongoing
<p>Phase 2</p> <ul style="list-style-type: none"> <li>Farmers Market, Container Retail Space, Container Restaurants, Amphitheater for events with removable seating, Shaded seating areas, Solar Panels</li> </ul>	Projected March 2023	October 2026	N/A
<p>Phase 3</p> <ul style="list-style-type: none"> <li>Butterfly and Botanical Garden, Community Garden, Hydroponic Farm, Produce production container</li> </ul>	10/2021	October 2026	N/A

# Means Court Center Project Timeline



# Means Court Center Project Status ~ January 2023 to present



Notice of Unsafe Structure

Jan. 2023

Feb. 2023

INC submits Plans for permit

Plan revisions incomplete

Mar. 2023



Plan revisions incomplete – INC/Building Dept. meet

May 2023

Jun. 2023

Staff met with INC and LPMS



INC resubmits plans for permit

Aug. 2023

Nov. 2023

Permit issued/ Demolition began

Demolition stopped

Dec. 2023

Jan. 2024

Revisions Submitted



Plans missing info. SLCFD's review remains

Feb.. 2023



MEANS COURT  
ELEMENTARY

# DISCUSSION

**FPRA Regular Meeting - 5:05 p.m.**

**8. d.**

**Meeting Date:** April 9, 2024

**Re:** South Beach Proposed On-Street Parking

**Submitted For:** John Andrews, City Engineer, Engineering

---

**SUBJECT:**

Presentation and discussion regarding on-street parking for seven streets located on South Beach.

**SUMMARY:**

The CRA Advisory Committee has proposed creating on-street parking on seven streets located on South Beach. This presentation will provide preliminary lay-out and estimated construction costs associated with this proposal.

**RECOMMENDATION:**

Parking is a desired commodity near the beach for our citizens. This concept was presented to the Parking Committee at their February 2024 meeting, and it was recommended to move forward with the implementation. Staff recommends consideration of a phased approach focusing on streets without utility/access conflicts.

**ALTERNATIVES:**

Reduce the scope of the project or discard.

**RESPONSIBLE STAFF:**

City Engineer

**COORDINATED WITH:**

Parking Committee

---

**Fiscal Impact**

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

**OTHER INFORMATION:**

Preliminary Report

---

**Attachments**

Presentation

---

# PROPOSED ON-STREET PARKING SOUTH BEACH

Fort Pierce  
Redevelopment  
Agency  
April 9, 2024





# Hernando Street (Seaway Dr. to Binney Dr.)

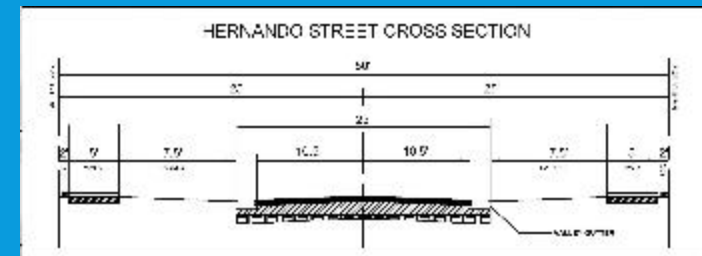
- Existing : 6 spaces



# Hernando Street (Seaway Dr. to Binney Dr.)

- Proposed 4 additional spaces
- Improvements would include
  - Pavement widening
  - Valley gutter installation
  - Sidewalk construction on west side
  - Mill and overlay

Estimated Construction  
Cost: \$52,000



# Binney Drive

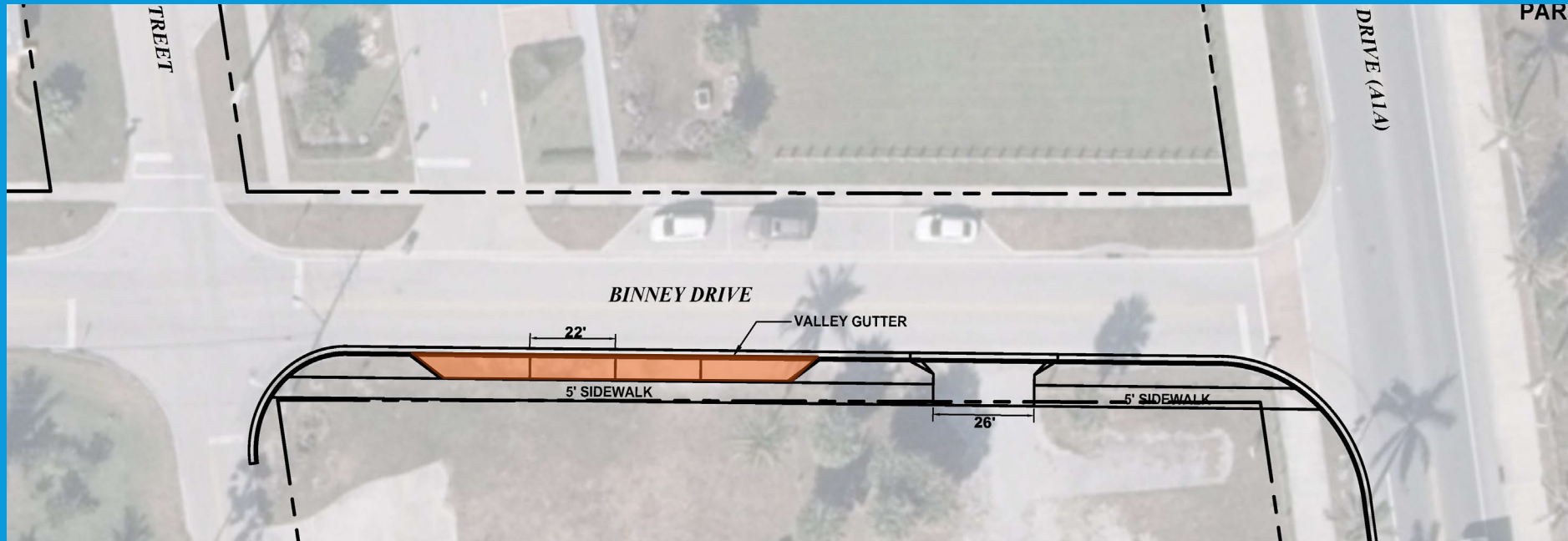
(Ocean Dr. to Hernando St.)

- Existing : 4 spaces



# Binney Drive

(Ocean Dr. to Hernando St.)



- Proposed 4 additional spaces
- Improvements would include
  - Pavement widening
  - Valley gutter installation
  - Sidewalk construction on south side
  - Mill and overlay

Estimated Construction  
Cost: \$50,500



# St. Lucie Court

(Ocean Dr. to Hernando St.)

- Existing : No on-street parking





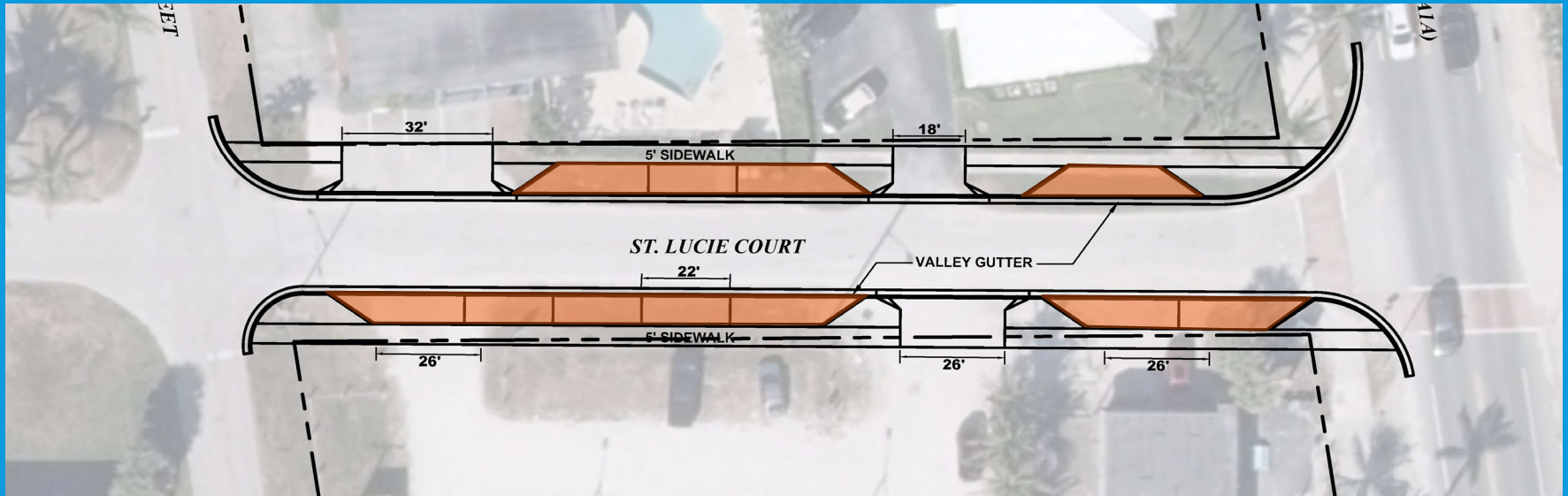
St. Lucie Ct.  
View facing west from  
Ocean Drive

St. Lucie Ct.  
View facing east  
from Hernando  
St.



# St. Lucie Ct.

(Ocean Dr. to Hernando St.)



- Proposed 11 spaces
- Improvements would include
  - Pavement widening
  - Valley gutter installation
  - Sidewalk construction on both sides
  - Mill and overlay

Estimated Construction  
Cost: \$113,125

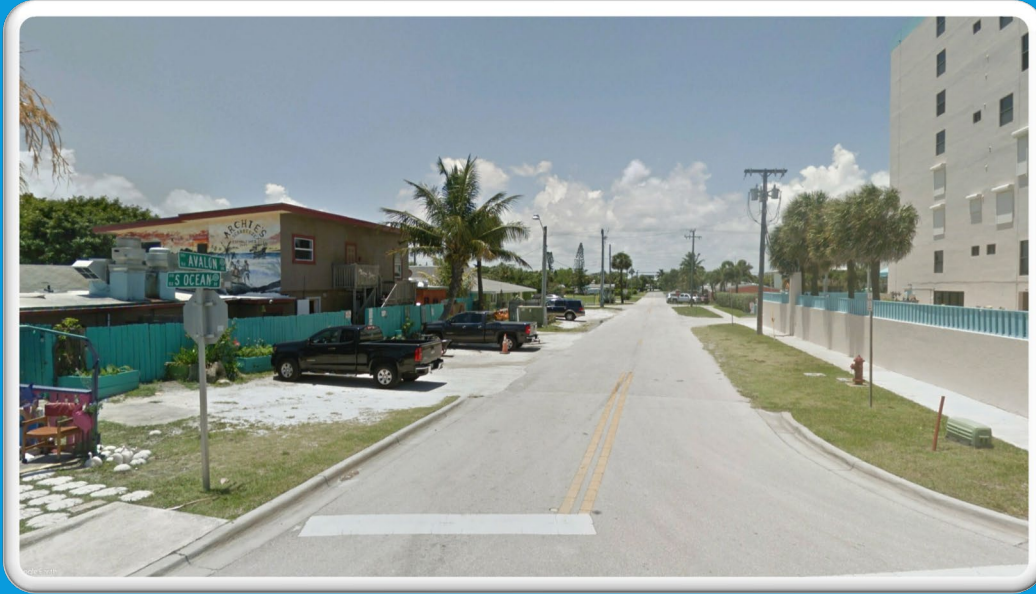


# Avalon Avenue

(Ocean Dr. to Hernando St.)

- Existing : No on-street parking - R/W used by businesses for parking





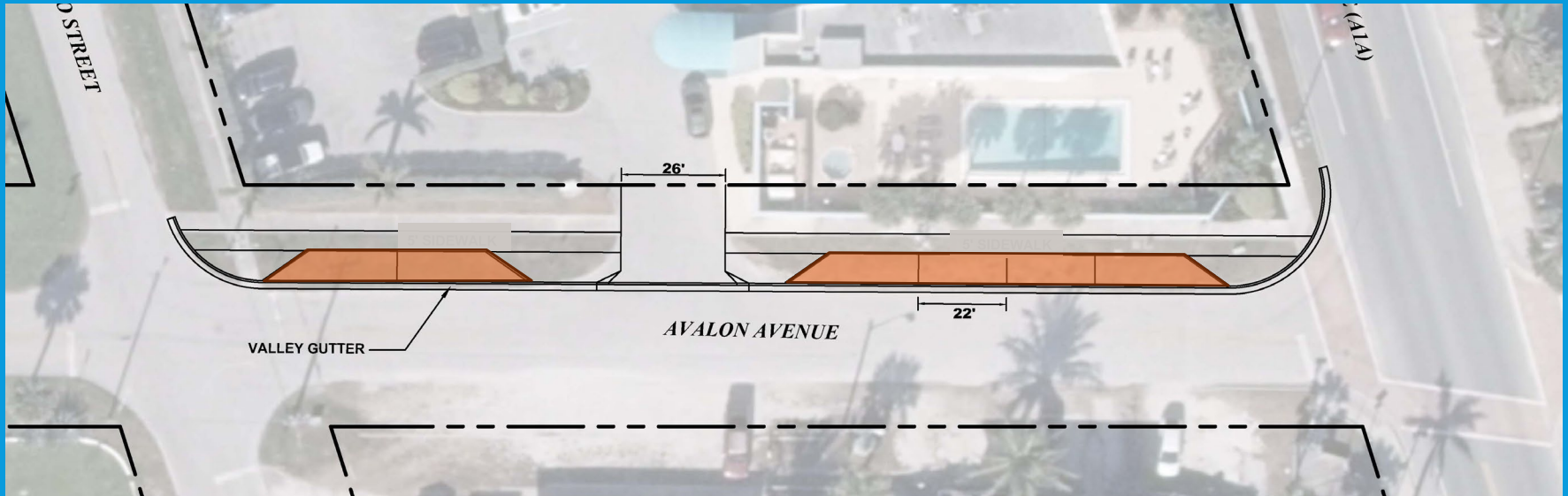
Avalon Avenue  
View facing west from  
Ocean Drive

Avalon Avenue  
View facing east from  
Hernando Street



# Avalon Avenue

(Ocean Dr. to Hernando St.)



- Proposed 6 spaces
- Improvements would include
  - Pavement widening
  - Valley gutter installation
  - Mill and overlay

Estimated Construction  
Cost: \$53,000

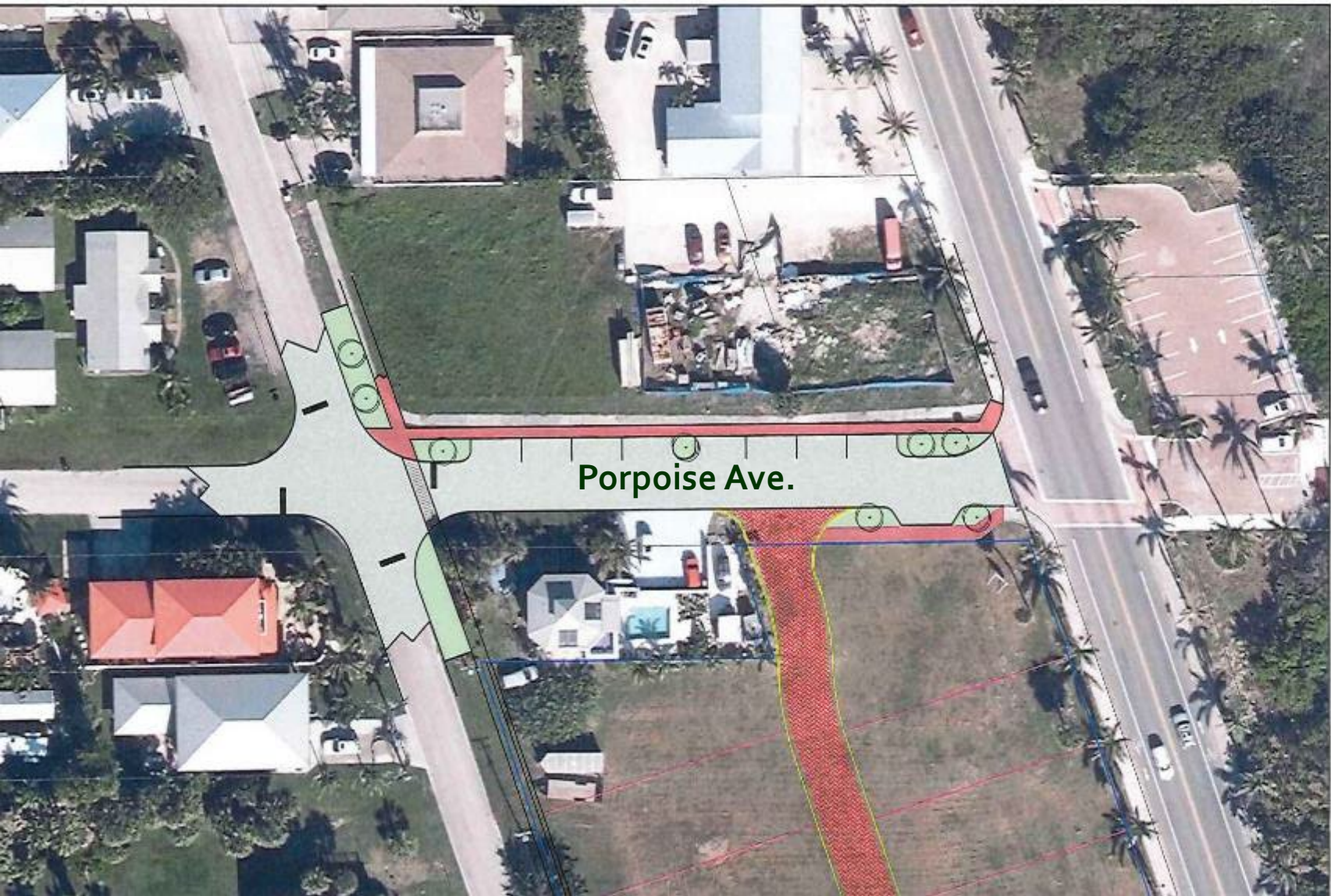


# Porpoise Avenue

(Ocean Dr. to Hernando St.)

- Existing : No on-street parking





Porpoise Ave.



Proposal from CRA Advisory Committee



Porpoise Avenue  
View facing west from  
Ocean Drive

Porpoise Avenue  
View facing east from  
Hernando Street



# Frances Avenue

(Ocean Dr. to Hernando St.)

- Existing : No on-street parking





Proposal from CRA Advisory Committee



Frances Ave.

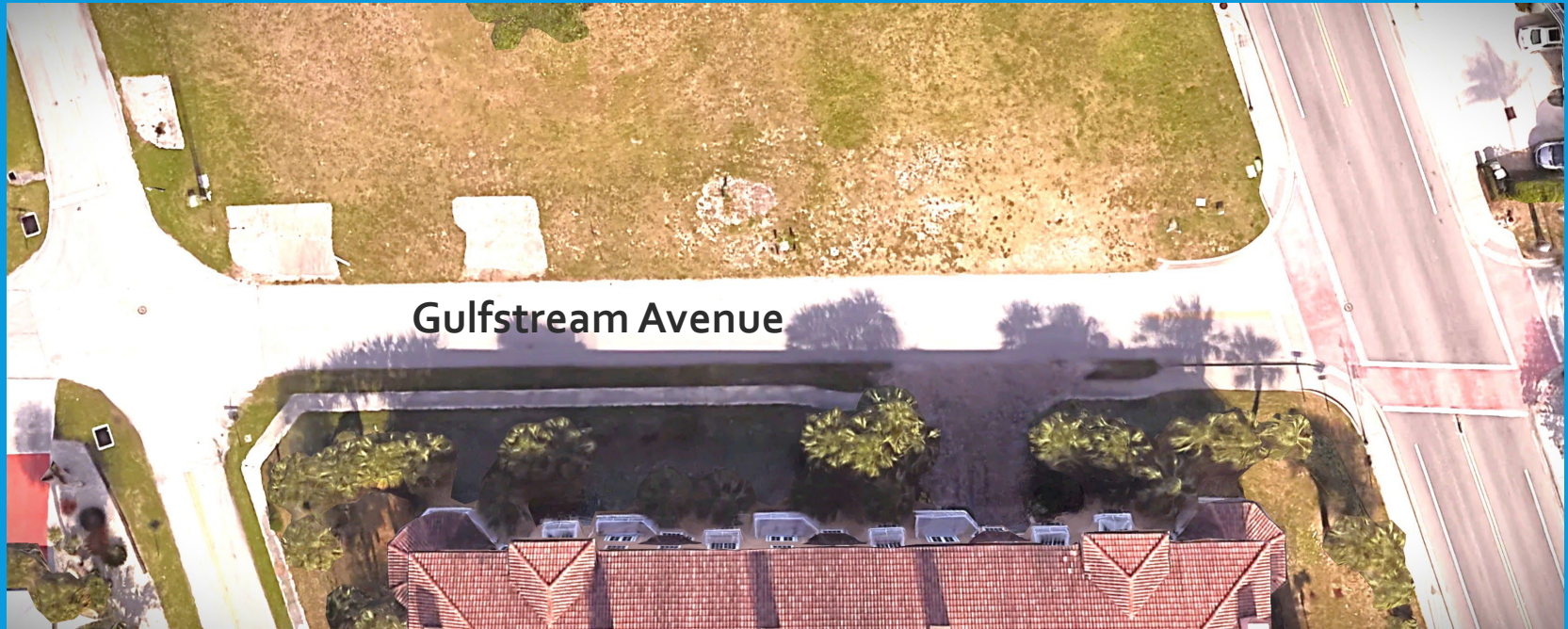


View facing west from Ocean Drive

# Gulfstream Avenue

(Ocean Dr. to Hernando St.)

- Existing : No on-street parking





Proposal from CRA Advisory Committee



Gulfstream Avenue  
View facing west from  
Ocean Drive

Gulfstream Avenue  
View facing east from  
Hernando Street



Recommendation:

- Hernando St. (4): \$52,000
- Binney Dr. (4): \$50,500
- St. Lucie Ct. (11): \$113,125
- Avalon Ave. (6): \$53,000

25 Spaces = \$268,625



**FPRA Regular Meeting - 5:05 p.m.**

**9. a.**

**Meeting Date:** April 9, 2024

**Re:** 2023 FPRA Annual Report

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

2023 FPRA Annual Report

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**Attachments**

2023 FPRA Annual Report

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**FORT  
PIERCE**  
REDEVELOPMENT AGENCY

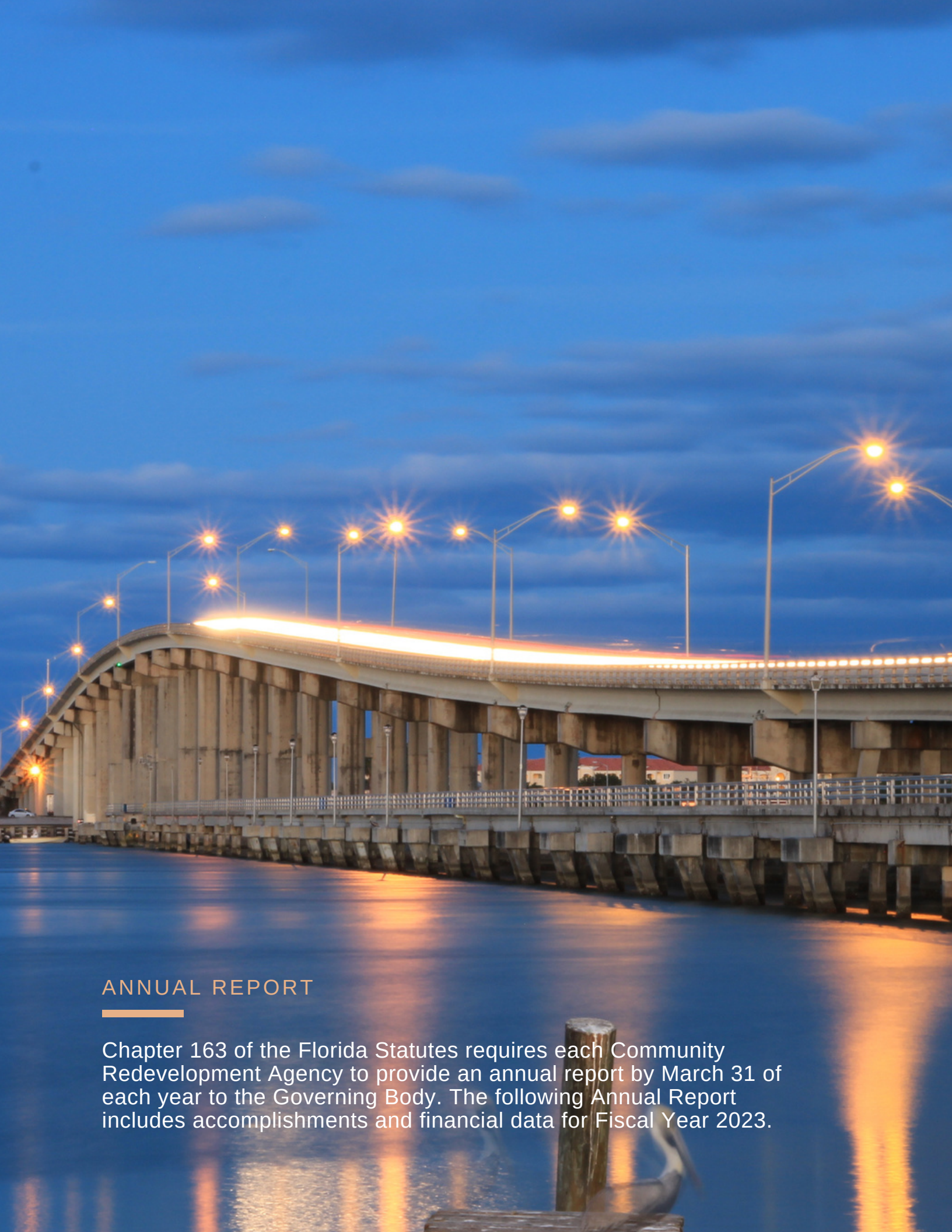
# ANNUAL REPORT

FISCAL YEAR 2023

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## ANNUAL REPORT

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Chapter 163 of the Florida Statutes requires each Community Redevelopment Agency to provide an annual report by March 31 of each year to the Governing Body. The following Annual Report includes accomplishments and financial data for Fiscal Year 2023.

# Message From The Director



As the Director of the FPRA, I am thrilled to share the remarkable success we have achieved over the past year. Our commitment to revitalizing and enhancing the vibrancy of Fort Pierce has remained steadfast.

Over the past year, we have implemented various initiatives aimed at enhancing the quality of life for all residents. From infrastructure improvements to economic development programs, each endeavor has been meticulously designed to promote growth and prosperity.

As we look ahead to the future, I am confident that we will continue to build upon this success and work together to create an even brighter tomorrow for our community.

A handwritten signature in white ink, appearing to read 'N. Mimms', with a large, elegant flourish extending to the right.

Nicholas C. Mimms, P.E., ICMA-CM  
FPRA Director



# What is a CRA?

A Community Redevelopment Agency (CRA) is a dependent district established by City government for the purpose of carrying out redevelopment activities that include reducing or eliminating blight, improving the economic health of an area, and encouraging public and private investments in a CRA district. The CRA is governed by State Statutes, Chapter 163, Part III.

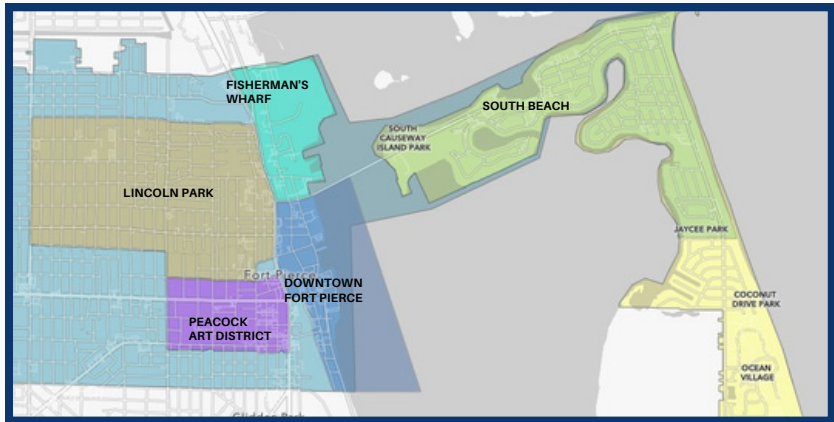


# History of the FPRA

To guide the City in its efforts to redevelop both the physical and economic environment of its Downtown, the City established the Fort Pierce Redevelopment Agency (FPRA) in 1982 with the adoption of Ordinance No. H-239. Noting that other areas of the community also need targeted redevelopment activity as well, the City Commission expanded the boundaries of the Redevelopment Area in 1995 & 1996 to include the areas south of Atlantic Avenue to Citrus Avenue and Delaware Avenue. Seeing the success of the FPRA in encouraging redevelopment within the City's core and noting the state of decline for other areas of the City, the Commission substantially expanded the boundaries of the Redevelopment Area again in 2000 to include the neighborhoods west of 7th Street, the Port, and South Beach.



# FPRA Districts



## LINCOLN PARK



Steeped in history and diversity, this neighborhood embodies the rich tapestry of Fort Pierce's cultural heritage. Lincoln Park was home to author Zora Neale Hurston and the famous Florida Highwaymen artists, a group of 26 African-American landscape artists who forged their own success by embodying the entrepreneurial spirit and resilience of their community. Lincoln Park is not just a place, it's a living, breathing testament to the resilience, creativity, and community spirit of its residents.

## DOWNTOWN



Nestled along the Indian River Lagoon, this historic district embodies the eclectic spirit of the city. Downtown is not just a place to shop and dine, it's a hub of community activity and engagement. Festivals, farmers' markets, and cultural events fill the calendar, bringing together residents and visitors to celebrate the city's vibrant history, culture, and creativity to create a one of a kind experience for all.

## FISHERMAN'S WHARF



Located at the southern end of the Port area, Fisherman's Wharf, acts as a buffer between the working port area and historic downtown Fort Pierce. This picturesque waterfront, embodies the rich maritime heritage and vibrant fishing traditions of the region. This iconic destination offers visitors a glimpse into the heart and soul of the local fishing community.

## PEACOCK ARTS DISTRICT



In the 1970s, a gentleman by the name of Jack Crain opened a travel agency on Orange Avenue. He had a love for peacocks and purchased a few to roam the walled yard behind his business. Over the decades, the flock has grown and cascades into an area called Peacock Arts District or "PAD." It is branded with its own unique identity and culture. Beautification through artwork and murals throughout the District, as well as banners and lighting, has created a vibrant art scene attracting visitors and locals.

## SOUTH BEACH



Prime waterfront land bound by the Fort Pierce inlet to the north, Intracoastal waterways to the West, and the Atlantic Ocean to the East. As the second most populated district in the FPRA, South Beach has established itself as a unique, desirable tourism destination, and hub of cultural activity and entertainment; hosting live music concerts and tournaments, bringing visitors from all around Florida to enjoy.

# FPRA Leadership

## FPRA BOARD

The Fort Pierce Redevelopment Agency Board consists of five (5) members who also serve as the Mayor and City Commission. The purpose of the Agency is to revitalize both the physical and economic environment of the redevelopment area.



ARNOLD GAINES  
BOARD MEMBER



JEREMIAH JOHNSON  
BOARD MEMBER



LINDA HUDSON  
CHAIRPERSON



CURTIS JOHNSON  
BOARD MEMBER



MICHAEL BRODERICK  
BOARD MEMBER

## CRA ADVISORY COMMITTEE

The purpose and function of the CRA Advisory Committee is to study, review and provide recommendations, guidance and advice as to matters relevant to the purposes and goals of the Fort Pierce Redevelopment Agency; and to serve as a liaison between the community within the Fort Pierce redevelopment district boundaries and the Fort Pierce Redevelopment Agency Board.

PHIL THOMPSON - CHAIR

DANIEL LEE

CAROLYN MANN-LURRY

AMANDA GELLAR

MICHAEL BROWN JR.

CHAD INGRAM

HOYT MURPHY

BRANDON NOBILE

AL JOHNSON

## FPRA STAFF



2020 FPRA PLAN

# FINANCIAL STATEMENTS

FISCAL YEAR ENDED SEPTEMBER 30, 2023

## Fort Pierce Redevelopment Agency

Florida Department of Economic Opportunity Special District Accountability Program ID 383

Registered Agent	Mr. Nicholas Mimms
Mailing Address	100 North U.S. 1 Fort Pierce, Florida 34954
Office Address	P.O. Box 1480
Telephone	(772) 467-3000
Fax	(772) 489-8042
Email	nmimms@cityoffortpierce.com
Website	www.cityoffortpierce.com/169/Fort-Pierce-Redevelopment-Agency
County(ies)	Active
Local Governing Authority	Dependent
Date Created / Established	St. Lucie
Creation Documents	City of Fort Pierce
Board Selection	Community Redevelopment
Authority to Issue Bonds	12/08/1982
Revenue	City Ordinance H-239
Most Recent Update	Chapter 163, Part III, Florida Statutes

Total number of Activities started	6
Total number of Activities completed	9
Current Year Taxable Value in CRA	\$ 1,070,609,550.00
Actual expended increment revenue	\$ 7,482,898.00
Base Year Taxable Value in CRA	\$ 311,043,186.00
Current Year Tax Increment Value	\$ 759,566,364.00
Total amount expended for low and middle income affordable housing	\$ -

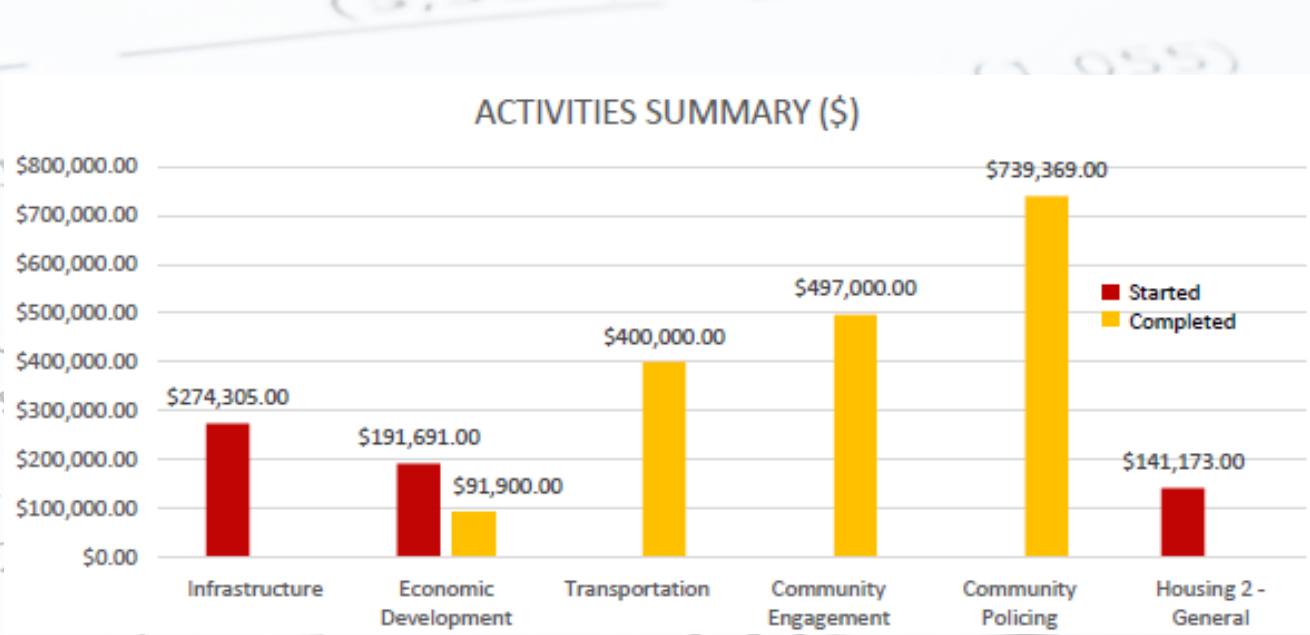
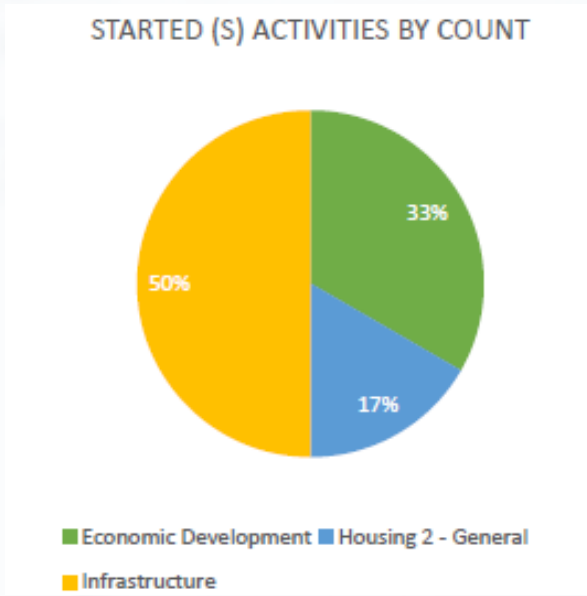
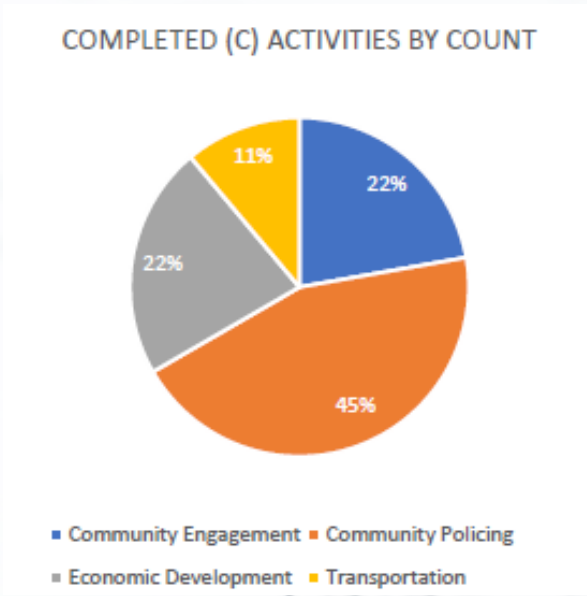
ACHIEVEMENT	CRA PLAN PAGE
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Community Policing	76
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The following is a summary of this community redevelopment agency's achievement of it's redevelopment plan's goals



A COMPONENT UNIT OF THE CITY OF FORT PIERCE, FLORIDA

# COMMUNITY REDEVELOPMENT AGENCY ANNUAL REPORT





# PROJECTS IN PROGRESS



# Fisherman's Wharf

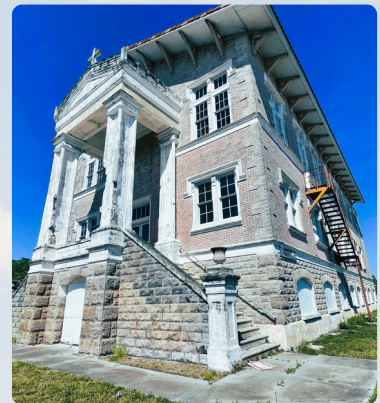


The FPRA ultimately executed a development agreement with the highest ranked proposer, Pierce 1 Marina, to develop a \$26 Million mixed-use project including a state-of-the-art automated dry stack boat storage facility, restaurants, water taxi, marina, residential and retail. Throughout 2021 and 2022, both parties worked on their respective obligations per the agreement. The FPRA Board, City of Fort Pierce and Pierce 1 Marina have since executed several amendments to the agreement to extend the deadlines in the agreement for the City to cure title and survey objections raised by the developer. The City Commission and FPRA Board approved a fourth amendment to extend and toll the time periods in the agreement for 12 months.

# Old St. Anastasia

Old St. Anastasia Catholic School was built in 1914 and later sold to the FPRA in the 1980s. The FPRA Board approved the allocation of \$500,000 towards the exterior restoration of the building as part of a multi-phased approach toward the redevelopment of the site it sits on. A Request for Proposals (RFP) was issued to obtain a contractor to restore the exterior structure. Restoration will consist of repairing and refreshing the current structure so that it resembles its original look.

On August 8, 2023, the Fort Pierce Redevelopment Agency (FPRA) selected a contractor known as Innovative Masonry Restoration, LLC, to restore the historic building.



# 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 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). The service agreement was approved by the FPRA Board August 8, 2023 and final design modifications have been completed.

# Highwaymen Museum



The Fort Pierce Florida Highwaymen Museum is poised to play a pivotal role in revitalizing the Avenue D Corridor. Contractors are gearing up to transform this two-story structure into a cutting-edge facility. Nestled in historic Lincoln Park at 1234 Avenue D, the museum not only safeguards the unique artistic legacy of the Highwaymen but also embodies community spirit, resilience, and cultural enrichment.

In March 2023, the City of Fort Pierce entered into a long-term lease agreement with the Original Florida Hall of Fame Highwaymen, Inc. to oversee the museum's daily operations once it is completed. In July 2023, the FPRA approved an additional \$224,081.94 for enhanced security measures, including fire alarms and suppression systems. Furthermore, they addressed safety concerns by modifying the building plans, which involved demolishing and reconstructing stairs and relocating the entry door and drain.

These remarkable artists defied racial barriers during the mid-20th century, creating iconic Florida landscape paintings. Their distinctive style often captured the state's natural beauty—serene beaches, swaying palm trees, and vibrant sunsets.

# Incubate Neighborhood Center



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

incubator. In November 2023, Incubate Neighborhood Center should receive its permit to begin Phase I of the organization's proposed improvements to the Means Court Center. The work involves renovations to the first floor to include the installation of ADA accessible restrooms and an elevator lift to provide ADA access to the second level of the facility. The work is projected to be completed in March 2024.

# King's Landing

November  
2019

- Audubon Development was selected and a development agreement was executed for \$85 million to develop the mixed-use land.

February  
2022

- Site Plan Approved



March  
2022

- 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.



August  
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.
- 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.

June  
2023

- Audubon Development completed a ten month excavation project removing remaining debris (1500 tons) from the site. Clean concrete / rock debris donated to St Lucie County Coastal Conservation for artificial reef.
- Audubon Development commenced a ninety-day groundwater sampling program as required by Florida Department of Environmental Protection.

September  
2023

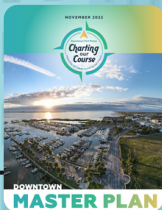
- Audubon Development reported that they received the Phase I building permit to begin installing the infrastructure (utilities and drainage) to serve the entire King's Landing project as required by the Development Agreement.



# Downtown Master Plan

March  
2022

- The Fort Pierce Redevelopment Agency approved S&ME's proposal and initiated the Downtown Master Plan



June  
2022

- The community was invited to participate in a series of interactive events



November  
2022

- The Downtown Master Plan was accepted by the FPRA Board.
- Some of the projects identified in the plan will be used to redevelop Downtown

February  
2023

- The Downtown Master Plan was presented to the Tourist Development Council, Fort Pierce Yacht Club, the Parking Committee and the Ocean Village HOA

June  
2023

- the Phase 1 projects identified in the Plan have been included in the FPRA Capital Improvement Plan and staff is exploring funding opportunities to make the vision a reality
- Staff submitted an application for a Florida Redevelopment Agency Best Book Award for The Downtown Master Plan



July  
2023

- FPRA is currently developing a Request for Qualifications to solicit various professional services to initiate planning, design, and implementation of the Phase 1 projects

September  
2023

- RFQ 2024-005 will be issued in October 2023 to solicit Statements of Qualifications from professional firms qualified to provide design and consulting 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



# 2023 ACCOMPLISHMENTS



# Connecting Neighborhoods



## Freebee

Freebee is a free, on-demand, 100% electric transportation service that serves the Fort Pierce Redevelopment Agency's districts. This program was launched on February 15, 2023 as a 1 year pilot program to provide consumers with door-to-door service to local businesses, beaches, and local events from Thursday to Sunday.

After 8 months of service and much success, the FPRA and St. Lucie County are currently working on applying for an FDOT grant that will help fund this program for another 3 years and extend service days and hours.

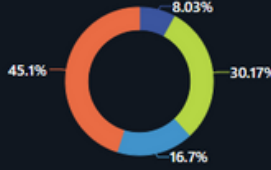


COMPLETED RIDES <b>5,786</b>	PASSENGERS <b>9,780</b>	AVG DRIVER RATING <b>4.90</b>
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### Zone Summary for the 8 months of service

MEN DRIVEN <b>5,669</b>	FEMALE DRIVEN <b>4,111</b>
VMT <b>0</b>	

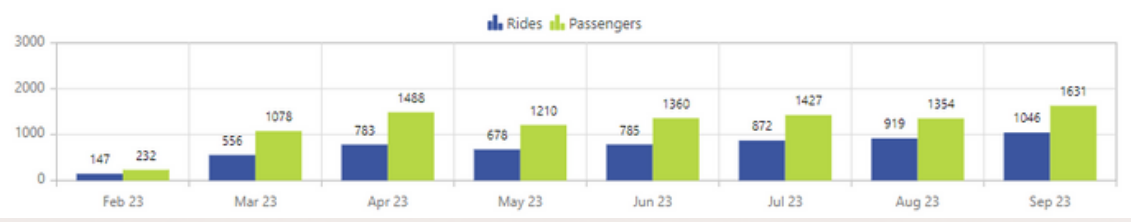


- Under 20
- 21-34
- 35-50
- 51-Over

RIDES BY WAITING TIMES	0-10 MIN	10-15 MIN	15-20 MIN	20-30 MIN	30+ MIN
	4438	870	287	164	27

APP RIDES <b>4,163</b>	FLAG DOWN RIDES <b>1,393</b>	DISPATCH RIDES <b>230</b>	UNIQUE RIDES
---------------------------	---------------------------------	------------------------------	--------------

Passengers and Rides by Month (YTD)



# Economic Growth

## Small Business Initiative



The Fort Pierce Redevelopment Agency identified opportunities in which to improve the local economy and to implement initiatives designed to support small businesses. Close to 100 small businesses participated in a poll and from that, two (2) programs were created: *City of Fort Pierce Small Business Pathway Program* and *How to do Business with the City Instructional Videos*.



Through a partnership with the Small Business Development Center and CareerSource, we launched the first City of Fort Pierce Small Business Pathway Program. The program covered topics such as Finding Financing, Small Business Support Services, Marketing & Promotion, and Recruitment and Retention. In the next months, The Fort Pierce Redevelopment Agency will work 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, Planning & Zoning, and The Permit Process.

## Impact Fee Moratorium

The intent of this moratorium is to assist businesses in the Fort Pierce Redevelopment Agency boundaries reduce their startup costs and to contribute to the sense of vitality that occurs when buildings are occupied. It is our hope that this moratorium will encourage and entice development within the FPRA boundaries. Since infill locations are within the urban core of our community, typically they already have much of the needed infrastructure. Unless extraordinary capital improvements are required, infrastructure costs can be substantially lower for infill development relative to a similar project in an undeveloped area.

Ordinance 23-054 provides a moratorium on the imposition and collection of City impact fees within the Fort Pierce Redevelopment Area until November 2024.

## Interior Uplift Grant

This is a program offered to commercial property owners and businesses for interior upgrades. 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.



# Community Revitalization



— ” —

During Covid, before we had an actual deck, we had to use the parking lot. Moving to the deck has made a huge difference, the grant was a huge help to the expansion of our business, as well as the new found exposure.

— ” —

**TREVOR HORVATH**  
CAPTAIN'S GALLEY  
OWNER

## Commercial Façade Grant

As part of the continuation to support small businesses, start-up businesses, private sector investment and business development within the FPRA; In Fiscal Year 2023, \$250,000 was allocated towards Commercial Façade improvements. By providing financial assistance for facade improvements, the grant helps businesses enhance the overall visual appeal of the business, community and potential investors.

**\$75,000**  
in Commercial Façade Reimbursements

825 N. Indian River Dr.



**BEFORE**



**AFTER**

1105 Seaway Dr.



**BEFORE**



**AFTER**

906 Delaware Ave.



**BEFORE**



**AFTER**

# Restoring Neighborhoods



— ” —

The FPRA Paint Program is one of the best things I've ever seen the City of Fort Pierce do. Helping Fort Pierce business owners and residents make their properties beautiful is an amazingly smart adventure to go on. It's programs like these that energize the people that come through our city.

— ” —

**JIM GOERTLER**  
117 NORTH 5TH ST.  
OWNER

## Property Refresh Grant

The purpose of this program is to brighten and transform both residential and commercial properties situated within the FPRA district. In Fiscal Year 2023, \$50,000 was allocated towards painting the exterior of homes and businesses. By encouraging property maintenance and improving the aesthetics of buildings and homes, this program can enhance property values and contribute to neighborhood revitalization efforts.

**\$21,395**  
in Property Refresh  
Reimbursements

117 North 5th St



**BEFORE**



**AFTER**

519 Delaware Ave.



**BEFORE**



**AFTER**

911 N. 19th St.



**BEFORE**



**AFTER**

# PAD Mural Program

The Peacock Arts District (PAD) Mural Program is revitalizing the area by infusing vibrant colors and creativity into its streetscape. With each mural, the district becomes a canvas showcasing artists' talent and beautifying the neighborhood but also foster a sense of pride and identity among residents and visitors.

For fiscal year 2023, \$40,000 was allocated for the mural program with phase I focusing around the Orange Avenue corridor. Property owners within the targeted zone of the PAD were able to apply and five (5) properties were selected through and evaluation process to have murals installed. A call for artist was released and in June 2023, the FPRA Board approved the execution of agreements with the participating artists.

In July 2023, the artists began painting murals on the following properties: 500 Orange Avenue, 605 Orange Avenue, 616 Atlantic Avenue, and 710 Orange Avenue. These are the talented artists that participated in the program: Zoey A. Bridges, Nicole "Nico" Holderbaum, and Samara Ash and all murals were completed in about one and a half months.



”  
The mural program brought new life to the Old Post Office which is now an event hall. This is a wonderful program and the artist really captured the essence of the building by using historic scenes and making the murals look like postcards which tied it all together.

”  
**STAN SYNKOSKI**  
500 ORANGE  
OWNER

To celebrate the achievement, the FPRA 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. A second round of the PAD Mural Program will begin in early 2024.



**710 Orange Avenue**



**ZOEY BRIDGES**



**500 Orange Avenue**



**616 Atlantic Avenue**



**SAMARA  
ASH**

**605 Orange Avenue**



**NICOLE "NICO"  
HOLDERBAUM**



Scan the QR code to take a glimpse of the process of painting the murals from the artists perspective



# Oaks at Moore's Creek

There was much to celebrate at the groundbreaking event for the Oaks at Moore's Creek Phase II. With the completion of the infrastructure and the closing on the attainable, workforce residential development project, it signified a major accomplishment for the City of Fort Pierce/Fort Pierce Redevelopment Agency. This diligent effort demonstrated their proactive approach to revitalizing the area and creating desirable residential opportunities. The developers, OMC II, are now focused on actively identifying and engaging with potential buyers who are interested in purchasing one of the 15 new single-family housing units. This includes marketing efforts, conducting site visits, and providing detailed information about the features and benefits of the properties.

Nestled in the Lincoln Park Historic District, this 3.38-acre of property offers a unique location within miles of Historic Downtown Fort Pierce and the iconic Avenue D. Homeowners will be able to enjoy the bustling activity of downtown while retaining a more relaxed lifestyle near the newly renovated linear park and recreational areas along Moore's Creek. Phase II introduces four distinct residential models ranging between 1,500 and 2,100 square feet and priced between \$289,000 and \$349,000, each tailored for first-time homebuyers.

Under the public-private partnership forged between the City, FPRA, and developers, the FPRA conveyed the property valued at approximately \$729,000, the City allocated \$847,991.74 to install the infrastructure, and the developers are responsible for building the homes and identifying the homebuyers.

This project aligns with the FPRA goals and serves as a catalyst for future development, the realization of homeownership dreams, and fosters community development contributing to the revitalization of the area.



— ” —

The program has been a beacon of hope for me and my children. With affordable housing options and supportive City staff, I will be able to provide my family some stability, security, and a sense of belonging. I'm excited for the future ahead.

— ” —

**FELECIA ATKINS**  
FUTURE HOMEOWNER



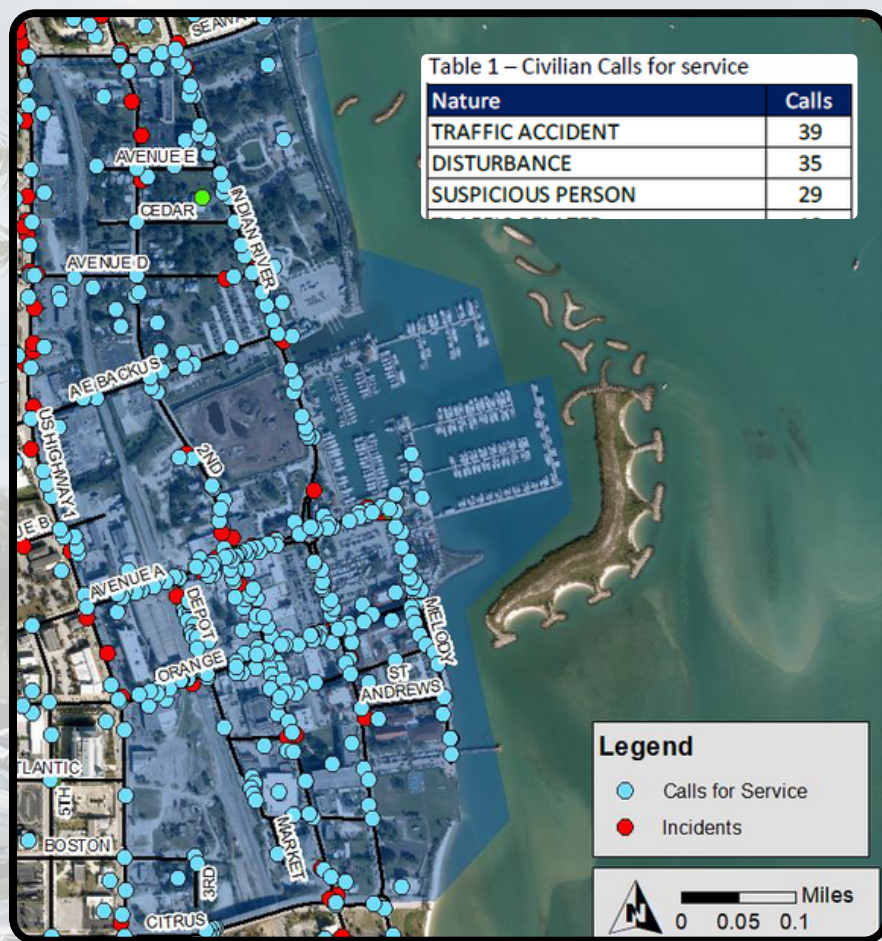
# OAKS AT MOORE'S CREEK



# Community Policing

The FPRA continues to fund the community policing program in Fiscal Year 2023. The Downtown Detail program is enhanced to provide services to the residents and businesses of the FPRA, specifically Downtown.

Off-Duty Officers of the Fort Pierce Police Department patrol the downtown area, from Seaway Drive to Citrus Avenue, East of US Highway 1 via foot patrols, Segway, and bicycles and check in with local businesses within the area. The off-duty officers have built a long-lasting working relationship with business owners, often receiving phone calls with questions, concerns or when they need an officer to respond to a non-emergency issue. During the time frame from October 2022 to September 2023, there were approximately 240 FPRA details that worked for the downtown area. There were 301 calls for service initiated by civilians during the detail times and the top three activities logged were traffic accidents, disturbances, and responding to suspicious persons.



**DOWNTOWN**  
DETAIL

# Community Policing

Financial support from the FPRA enables the Fort Pierce Police Department to allocate resources more effectively. With additional funding for the downtown detail, replacing old and inoperable covert cameras, School Resource Officer (SRO) training, and community outreach, the police department can enhance its capacity to respond to the evolving needs of the community.



The Fort Pierce Police Department's Mobile Food Service Trailer is in the final stages of completion. The trailer is scheduled for its debut at C.A. Moore Elementary School in the upcoming months. Four Fort Pierce Police Department staff members attended a food safety manager training course where they obtained their food safety certificates and the Police Department is excited to bring smiles to the community while serving tasty meals.



The Fort Pierce Police Department's E-Jeep quickly became a hit with the community. Its unique rare size and design is an absolute conversation starter. The E-Jeep was showcased at Unity in our Community, Sights and Sounds Parade, MLK Commemorative Parade, Touch a Truck, National Night Out, and many other memorable events.



# Community Policing

## School Resource Officers



The School Resource Officers are the unsung heroes of our educational system, fostering a safe environment where students can thrive and learn, while also serving as mentors, role models, and trusted allies for our youth.



# Sunrise Theatre

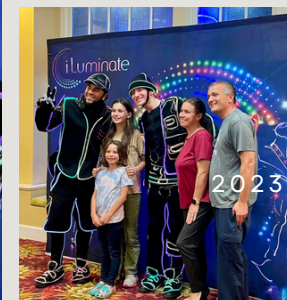
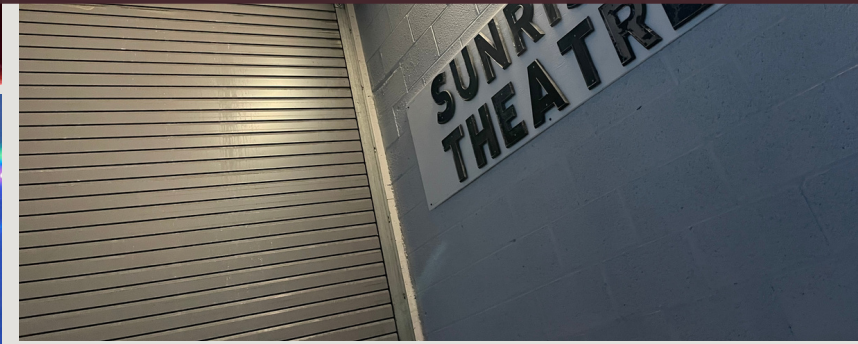
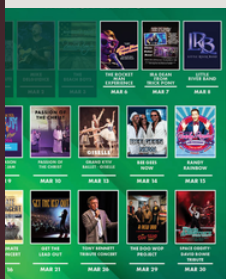
Over the years, the Sunrise Theatre has accomplished numerous milestones and accomplishments.

One of the notable accomplishments is its commitment to offering a diverse programming that appeals to a wide range of audiences. From musical shows, comedy acts and film screenings, the theatre has curated to varied tastes and interests.

The theatre has actively engaged with local community through educational programs like the annual Missoula Children's Summer Camp, the theatre offers the stage to youth of all ages allowing them to explore their talents in acting, singing and dancing.

In the last year, the theatre underwent renovation to enhance its facilities. These renovations have included updates to the backstage area, technical equipment, new air conditioning system, and repainting the interior.

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





[www.choosefortpierce.com](http://www.choosefortpierce.com)