

FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, May 14, 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 April 9, 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 the FPRA final Budget Amendment for FY 2022-2023

- b. Authorization to execute Master Services Agreement with BEEFREE, LLC in the amount of \$480,000 for On-Demand Transportations Services
- c. Approve 45-day extension for cure period under the default motion sent to Audubon Development, Inc. on March 21, 2024 regarding the King's Landing project to be coterminous with City Commission's decision on April 19, 2024.
- d. Approval of an Interlocal Agreement between the Fort Pierce Redevelopment Agency and the Treasure Coast Regional Planning Council for a Redevelopment Master Plan for the Island Wastewater Treatment Plant Area

8. **NEW BUSINESS**

- a. King's Landing Update
- b. Means Court Center project status update
- c. Authorization to terminate Agreement dated October 27, 2020 to Lease and Improve the 1134 and 1138 Avenue D with Lincoln Park Young Professionals.

9. **STAFF COMMENTS**

- a. FPRA Programs & Activities Summary

10. **BOARD COMMENTS**

11. **ADJOURNMENT**

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should

contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

FPRA Regular Meeting - 5:05 p.m.

4. a.

Meeting Date: May 14, 2024

Re: Approval of the Minutes from April 9, 2024, regular meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes from April 9, 2024, regular meeting.

Attachments

2024.04.09 Minutes

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, APRIL 9, 2024.

1. CALL TO ORDER

Chairperson Linda Hudson called the April 9, 2024, FRPA Meeting to order at 5:05 pm.

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 the Minutes from the March 12, 2024 Regular Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes from the March 12, 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 Jeremiah Johnson, seconded by Commissioner Arnold Gaines 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.

Kris Einstein
Deborah

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.

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

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

Passed

8. NEW BUSINESS

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

Dana Little, Urban Design Director for the Treasure Coast Regional Planning Council, presented the Western Peninsula Development Project, which included details on a proposed charrette. Mr. Little also answered questions posed by the Board such as the makeup of the Host Committee and projected the start date.

The Board recognized the benefits of charrettes, the value of involving neighboring agencies, and the importance of advertising the event throughout the diverse community.

- b. Progression Properties LLC redevelopment update (1409 Ave J & 2002 Ave M)

Pamela Carrithers from Progression Properties shared an update on the progress of the construction projects at 1409 Avenue J and 2002 Avenue M. She also responded to queries raised by the Board regarding the permits, the expected date of completion, and any potential delays. Ms. Carrithers also offered to present a schedule for the construction timeline.

City Manager, Nick Mimms, clarified that the vertical construction and the completion of the home was not part of the deed restriction.

- c. Means Court Center Project Update

Audria Moore, Special Projects Coordinator, provided an update on the Means Court Center Project and answered Chairwoman Hudson's question regarding the outcome of the review from St. Lucie County Fire District.

Alison Hewitt, Project Consultant for Horus Construction Services Inc., and Canieria Gardner, Chief Executive Officer for Incubate Neighborhood Center Inc., answered questions posed by the Board regarding the status of the building permit submittal, financial readiness, and preparedness to commence work upon permit approval.

Commissioner Curtis Johnson Jr. inquired from staff if an update can be obtained from the Building Department as to the status of this permit submitted.

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

Jack Andrews, City Engineer, presented a proposal for on-street parking on seven South Beach streets, a recommendation from the CRA Advisory Committee. The proposal included a parking layout and estimated construction costs.

The Board discussed the utilization of the proposed parking, potential opportunities for the 301 S Ocean Drive parking lot, and not moving forward with the recommendation due to the construction's high cost per parking spot.

City Manager, Nick Mimms, excused himself from the meeting at 6:25 p.m.

9. STAFF COMMENTS

- a. 2023 FPRA Annual Report

No comments.

10. BOARD COMMENTS

Regarding the City Commission Conference Agenda meeting, Commissioner Curtis Johnson Jr. expressed his satisfaction with the Pioneer Park Plaque Nominations that were presented, stating that the nomination process should be communicated more frequently. Additionally, he was impressed with the St. Lucie Tourism presentation delivered by Charlotte Bireley, the Tourism and Marketing Director.

Commissioner Jeremiah Johnson stated the need to have a conversation regarding the School Resource Program with City Manager Nick Mimms to explore more options pertaining to this successful program.

11. ADJOURNMENT

Chairperson Linda Hudson adjourned the meeting at 7:00 p.m.

ATTEST:

CITY CLERK

CHAIRPERSON

FPRA Regular Meeting - 5:05 p.m.

7. a.

Meeting Date: May 14, 2024

Re: FPRA Final Budget Amendment for FY 2022-2023

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approval of the FPRA final Budget Amendment for FY 2022-2023

SUMMARY:

The FPRA Fund is being amended to adjust the budgeted revenues and expenditures to the final actual figures.

RECOMMENDATION:

FPRA Board approve the budget amended.

ALTERNATIVES:

Staff shall proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Finance Director.

COORDINATED WITH:

None.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023

OTHER INFORMATION:

This is the final budget amendment; amending budget to actual financials

Attachments

Final Budget Amendment FY 2023

Fort Pierce Redevelopment Agency

Final Budget Amendment

Fiscal Year 2022-23

Operating Revenues	Approved Budget	Increase	Decrease	Amended Budget	Percentage Increase Decrease
<i>Tax Increment Financing</i>	9,054,702	337,284		9,391,986	3.72%
(1) <i>Charges for Services</i>	11,500	32,225		43,725	280.22%
(2) <i>Miscellaneous Revenues</i>	205,500	175,113		380,613	85.21%
(3) <i>Interfund Transfers</i>	0			0	0.00%
<i>Fund Balance</i>	0		2,333,348	(2,333,348)	73.39%
Totals	9,271,702	544,622	2,333,348	7,482,976	19.29%

Operating Expenditures	Approved Budget	Increase	Decrease	Amended Budget	Percentage Increase Decrease
<i>Personnel Services</i>	0			0	0.00%
(2) <i>Operating Expenditures</i>	1,274,811		429,193	845,618	33.67%
(3) <i>Capital Outlay</i>	1,170,000		598,521	571,479	51.16%
(4) <i>Other Programs & Projects</i>	775,000		261,976	513,024	33.80%
(5) <i>Interfund Transfers</i>	6,051,891		499,037	5,552,854	8.25%
Totals	9,271,702	0	1,788,726	7,482,976	19.29%

MAJOR CHANGES IN BUDGET

- (1) Additional lien and lot clearing revenue
- (2) Miscellaneous Revenue & Expenses increases and decreases; delayed project starts
- (3) Building Upgrades and Maintenance; delayed project starts
- (4) Project delays
- (5) Project delays

FPRA Regular Meeting - 5:05 p.m.

7. b.

Meeting Date: May 14, 2024

Re: Authorization to execute Master Services Agreement with BEEFREE, LLC in the amount of \$480,000 for On-Demand Transportations Services

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

SUBJECT:

Authorization to execute Master Services Agreement with BEEFREE, LLC in the amount of \$480,000 for On-Demand Transportations Services

SUMMARY:

In February 2023, the Fort Pierce Redevelopment Agency launched a one-year pilot program for on-demand transportation services in accordance with our FPRA Plan Goal to connect the Redevelopment Area's cultural and artistic hubs to the waterfront's artistic and cultural amenities. Providing mobility options will impact economic development by supporting local businesses, reducing costs, attracting tourism and fostering innovation within the city. The Fort Pierce Redevelopment Agency issued a Request for Proposals (RFP) on January 17, 2024 and four (4) proposals were received by the deadline of February 7, 2024. Staff received approval from the FPRA Board at the March 12, 2024 meeting to negotiate a contract with the highest ranked respondent, BEEFREE, LLC.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

FPRA Director
City Attorney
CRA Administrator

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Amount: 480,000
OTHER INFORMATION:

N/A

Attachments

Master Service Agreement

City Attorney Memo

Presentation

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into on this ____ day of May 2024, by and between BEEFREE, LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 371 NE 61st St, Miami, Florida 33137 (“BEEFREE”), and the FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, a municipal agency of the State of Florida and having its principal place of business at 100 N. US Highway 1, Fort Pierce, Florida 34950 (“FPRA”). This Agreement provides the general terms and conditions applicable to FPRA’s purchase of services from BEEFREE.

1. Scope of Services. This Agreement shall serve as a master agreement between the Parties, which sets forth the basic terms that shall apply to the respective rights and obligations of the Parties during the term of this Agreement. Specific services and rates for such services shall be set forth in a separate Rates and Services Addendum (“Addendum”, attached at Exhibit A), which may be agreed to from time to time between the Parties, and which shall require execution by each party hereto in order to be effective and binding. Each Addendum shall reference this Agreement and shall be governed by the terms and conditions herein. In the event of a conflict between any Addendum and this Agreement, the terms and conditions of this Agreement shall control, unless the Addendum expressly states that the terms and conditions of the Addendum shall control. Specific terms in an Addendum shall not affect any other Addendum under this Agreement without the express written agreement of the Parties.

2. Description of Services. BEEFREE provides mobile application-based transportation and marketing services to members of the public for the benefit of its clients via BEEFREE’s 100% electric and customized vehicles known as “Freebees” (the “Services”). As BEEFREE’s services are specifically tailored for each of its clients, the specific nature of the services that will be provided to FPRA hereunder will be specified in the Addendum(s) hereto.

3. Compensation and Payment. The rates for services will be based on the type and number of services requested by FPRA, and will be specified in the Addendum(s) hereto. Unless otherwise stated in the Addendum(s) hereto, FPRA shall make payment to BEEFREE on a monthly basis, on or before the first calendar day of each month. BEEFREE will electronically invoice FPRA fourteen (14) days prior to payment due date. Any payments not received within thirty (30) calendar days of the payment due date shall bear interest at the maximum statutory rate until paid. Any and all disputes related to an invoice issued by BEEFREE must be made by FPRA, in writing, within thirty (30) calendar days of the payment due date for the invoice.

4. Term and Period of Performance. The initial term of this Agreement shall be for a period of three (3) years (“Term”) and the Term shall commence on June 1, 2024, and, unless terminated earlier pursuant to Section 5 below or by mutual written agreement between the Parties, shall continue in full force and effect thereafter until May 1, 2027. At the FPRA’s sole discretion, the Term of this Agreement may be extended for an additional two (2) one-year terms (each a “Renewal Term”), by written notice from the FPRA to BEEFREE at least sixty (60) days prior to the conclusion of the then-existing term.

5. Independent Contractor. BEEFREE acknowledges entering into this Agreement as an independent contractor, and BEEFREE shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes, or any similar fees or taxes that become due and shall be responsible for the collection and payment of all withholdings, contributions, and payroll taxes relating to BEEFREE’s Services, or those of employees of BEEFREE. The FPRA shall not withhold from sums payable to BEEFREE, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. BEEFREE, its employees or agents, will not be considered as employees of the FPRA or entitled to participate in plans, distributions, arrangements or other benefits extended to City of Fort Pierce (“City”) employees. BEEFREE is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the FPRA and BEEFREE. BEEFREE has no authority to bind the FPRA to any promise, debt, default, or undertaking. BEEFREE and the FPRA agree that it is not intended that any provision of the Agreement establish a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

6. Compliance with Applicable Law. In performance of the Services, BEEFREE will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, odes, criteria, and standards, including but not limited to, compliance with all local, state, and federal Equal Employment

Opportunity (EEO) and American with Disabilities Act (ADA) requirements. It shall be the responsibility of BEEFREE to obtain and maintain, at no cost to the FPRA, any and all licenses and permits required to complete the Services. BEEFREE warrants that it fully complies with all federal laws and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. BEEFREE shall indemnify, defend, and hold harmless the City, FPRA, its elected and appointed officials and employees from and against any sanctions and any other liability which may be assessed against BEEFREE or the City or FPRA in connection with any alleged violation of any federal statutes or regulations pertaining to the eligibility for employment of any persons performing the Services or any other work or services under this Agreement.

7. Equal Opportunity. It is understood that BEEFREE shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for immediate termination of the contract without liability to the City, FPRA or its employees.

8. Termination. This Agreement, along with any Addendums hereto, may be unilaterally terminated in any of the following manners:

(a) Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or its Addendums, then that party may provide notice to the other party describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement, the breaching party shall have fifteen (15) business days after notice of such failure to cure the breach. If the breaching party fails to cure within the specified time, then the non-breaching party may immediately terminate this Agreement for cause by providing notice to the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, cure the material failure, then the non-breaching party may terminate this Agreement for cause by providing notice to the breaching party.

(b) Termination for Bankruptcy: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

(c) Termination for Convenience. The FPRA may terminate this Agreement, along with any Addendum(s), for convenience, without cause, at any time by providing ninety (90) days written notice to BEEFREE. In the event of a termination for convenience, BEEFREE shall be paid for all services performed through the date of termination, based on the percentage of services completed and BEEFREE shall not be entitled to any other compensation or damages from the FPRA, except to the extent the FPRA has otherwise breached this Agreement.

(d) Payments Due: The termination of this Agreement shall not release either party from its obligation to make payment of any and all amounts then or thereafter due or payable.

(e) Continuation of Services: BEEFREE will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that FPRA provides notice of termination and directs BEEFREE not to perform the services during the notice period, FPRA agrees to pay BEEFREE an amount equal to the amount normally due to BEEFREE for the notice period. Upon termination by either party, FPRA will pay BEEFREE for all services performed and charges and expenses reasonably incurred by BEEFREE in connection with the services provided under this Agreement and any Addendums through the effective date of termination.

9. Notice. Any and all notices provided for in this Agreement shall be sent electronically in writing to the following contact persons for each party:

CLIENT:

Attn: Nick Mimms
Address: Fort Pierce Redevelopment Agency
100 N. US Highway 1
Fort Pierce, FL 34950
Tel: 772-467-3793
Fax/email: nmimms@cityoffortpierce.com

CC: City Attorney
100 N. US Highway 1
Fort Pierce, FL 34950

BEEFREE:

Attn: Jason Spiegel
Address: 371 NE 61st St, Miami, FL 33137
Tel: 215-370-5699
Fax/email: jason@ridefreebee.com
CC: Freebee General Counsel
bzappala@switkeslaw.com

Each party agrees to appoint responsible contact persons in order to ensure that the relevant contractual obligations are timely performed in accordance with this Agreement. Such contact persons may be changed by the Parties by sending notice thereof to the other party.

10. Insurance.

INSURER REQUIREMENTS

BEEFREE shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the BEEFREE and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

Commercial General Liability Insurance written on an occurrence basis, including but not limited to, coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - \$1,000,000

Any Auto (Symbol 1)

Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)

Uninsured and Underinsured motorist coverage with limits of not less than \$100,000 per accident

MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

Workers Compensation

The standard form approved by the State of Jurisdiction

Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

REQUIRED ENDORSEMENTS

In addition to being stated on the Certificate of Insurance, the following endorsements with City approved language.

Additional insured status provided on a primary & non-contributory basis (except for Workers Compensation Insurance and Professional Liability)

Waiver of Subrogation for all required insurance coverages.

Notices of Cancellation/Non-renewal/Material Changes on any required insurance coverage must be sent directly to the Fort Pierce Redevelopment Agency by the Insurance Company. The FPRA only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

Fort Pierce Redevelopment Agency
c/o City of Fort Pierce
100 N. US Hwy 1
Fort Pierce, FL 34954-1480

Certificates of Insurance must be completed as follows:

1. Certificate Holder
Fort Pierce Redevelopment Agency
c/o City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy I
Fort Pierce, FL 34954-1480
2. Additional Insured for General Liability
Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective officials, officers and employees

11. Force Majeure. BEEFREE shall not be liable to the FPRA for non-performance or delay in performance of any of its obligations under this Agreement and any Addendum(s) hereto due to acts of God, war, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, epidemic, hurricane, tropical storm, inclement weather, earthquake or any other similar unforeseen event or act of God (whether or not similar in nature to those specified) which are outside the reasonable control of BEEFREE.

12. Governing Law. This Agreement shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of Florida, without reference to any conflicts-of-laws rules or principles that may or would require the application of the law of any other jurisdiction.

13. Venue. The Parties agree that any controversy, disagreement, claim, dispute or other proceeding between them which relates to or arises out of this Agreement, or which is otherwise related in any manner to the relationship between the Parties, shall be subject to the exclusive jurisdiction and venue of the United States District Court for the Southern District of Florida located in St. Lucie County, Florida, or, in the event that such Federal Court does not have subject matter jurisdiction over such proceeding, in the courts of the State of Florida located in St. Lucie County, Florida. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this Agreement and any Addendums hereto.

14. Default. In the event of any lawsuit, litigation, proceeding or action (collectively, "Action") necessitated by a party's default with respect to its obligations under this Agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the Action, including, but not limited to, reasonable attorneys' fees and costs.

15. Severability. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

16. Indemnification. To the fullest extent permitted by laws and regulations, BEEFREE shall defend, indemnify, and hold harmless the City, FPRA, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to reasonable fees and charges of attorneys and other professionals and court and arbitration costs) arising out of, resulting from, or in connection with, the performance of the Services provided hereunder, any failure of

BEEFREE to properly maintain the Freebee vehicles, and /or any manufacturer defect and caused in whole or in part by (i) any willful, intentional, reckless, or negligent act or omission of BEEFREE, or its employees, agents, or contractors, except to the extent caused in whole or in part by a party indemnified hereunder. The parties expressly agree that this provision shall be construed broadly, and BEEFREE's obligations to pay for the FPRA's legal defense hereunder shall arise and be fully enforceable when BEEFREE (or any subconsultant or any person or organization directly or indirectly employed by BEEFREE) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the Services required under this Agreement. For any matters in which BEEFREE is required to pay for the FPRA's legal defense hereunder, BEEFREE shall be permitted to retain counsel of its choosing for both BEEFREE and the FPRA, provided that such legal counsel is reasonably acceptable to the FPRA, which consent shall not be unreasonably withheld.

In any and all claims against the City, FPRA or any of its elected or appointed officials, consultants, agents, or employees by any employee of BEEFREE, any subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or any one for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for BEEFREE or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, extend the limits of liability, or to waive any sovereign immunity, established by Florida Statutes, case law, or any other source of law provided to the City or FPRA.

17. Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

18. Assignment. This Agreement shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.

19. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. This Agreement and all Addendums hereto shall be deemed as if they were drafted by both Parties in a mutual effort.

20. Entire Agreement. This Agreement and the Addendum(s) hereto form the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications to this Agreement shall be made by a written document executed by both Parties.

21. Waiver of Consequential Damages. BEEFREE waives claims against the FPRA for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by BEEFREE.

22. E-Verify. All requirements of Section 448.095, Florida Statutes, shall be complied with by BEEFREE. In accordance with, Section 448.095, Florida Statutes, BEEFREE shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If BEEFREE enters into a contract with a subcontractor performing work or providing services on its behalf, BEEFREE shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. BEEFREE shall, upon request, provide evidence of compliance with this provision to the FPRA. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the FPRA terminates this contract with a contractor, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was

terminated. BEEFREE is liable for any additional costs incurred by the FPRA as a result of the termination of this contract under Section 448.095, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

ATTEST:

AS TO FPRA:

Linda W. Cox, Agency Clerk

Linda Hudson, Chairperson

APPROVED AS TO FORM AND
CORRECTNESS:

Sara K. Hedges, City Attorney

AS TO BEEFREE:

WITNESS:

Jason Spiegel



Managing Partner

Title

Name

Matt Freidmann



EXHIBIT A RATES AND SERVICES ADDENDUM

This Rates and Services Addendum ("Addendum") supplements the Master Services Agreement between BEEFREE, LLC ("BEEFREE") and FORT PIERCE REDEVELOPMENT AGENCY ("FPRA"), made and entered into on May ___, 2024 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein.

In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and FPRA (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term of the Services set forth under this Addendum shall commence on **June 1, 2024**, and shall remain in full force and effect until **May 1, 2027** (the "Term"), unless terminated sooner pursuant to the terms of the Agreement. The FPRA may opt to extend the Term for two (2) additional periods of one (1) year each by providing BEEFREE with written notice of its intent to extend the Term at least sixty (60) days prior to the end of each term in which the Services are provided hereunder.

2. Services. This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to FPRA at the rates specified herein (the "Rates"):

- a. BEEFREE will provide five (5) Vehicles with (1) one being a wheelchair-accessible vehicle, in compliance with the requirements of the Americans with Disabilities Act ("ADA"). The Vehicles will be driven by BEEFREE employees and not subject to subcontract.
- b. BEEFREE will operate the Vehicles within FPRA's designated service area, as outlined in Exhibit B, during FPRA's operating hours (weather and conditions permitting), except for times when drivers are on company-approved meal or shift breaks. BEEFREE agrees that during FPRA's operating hours, at least one (1) wheelchair-accessible Vehicle will be available to accommodate passengers upon request, and BEEFREE will operate any ramping system and secure wheelchairs as necessary, to the extent that it is safe and reasonable to do so, should such accommodations be requested.
- c. BEEFREE will only operate the Vehicles in a manner that each ridership either begins or ends within the FPRA boundaries, as outlined in Exhibit C.
- d. BEEFREE will provide drivers for the Vehicles, who will act as brand ambassadors for the Fort Pierce Redevelopment Agency and will communicate public service announcements as may be communicated by FPRA to BEEFREE from time to time.
- e. BEEFREE will provide FPRA with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
- f. BEEFREE will operate the Vehicles in FPRA's designated area, as outlined in Exhibit B, as delineated in the attached map or as directed by the FPRA in writing.

3. Payment Terms. As consideration for the Services listed above, FPRA agrees to pay BEEFREE as follows:

- a. Beginning June 1, 2024 and continuing on the first day of each month of the Term thereafter, FPRA agrees to pay BEEFREE a monthly installment in the amount of **\$40,000**, which shall be paid to BEEFREE on or before the first day of each month. The total cost is not to exceed **\$480,000.00** annually.

4. Additional Terms.

- a. Each of the four (4) vehicles will operate Monday-Sunday, within the window of the FPRA's operating hours. The FPRA's operating hours are outlined in Exhibit D below and may be modified by subsequent mutual agreements of the Parties as ridership data becomes available throughout the Term.
- b. FPRA shall be responsible for the electricity expense associated with operating BEEFREE's vehicles and BEEFREE will be responsible for the maintenance of the Level II fast chargers previously installed during the pilot program.
- c. If at any time during the Term FPRA determines that a BEEFREE employee assigned to drive the Vehicles is not demonstrating satisfactory performance, FPRA shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets FPRA's standards. Any such request shall be made by CITY to BEEFREE in writing and shall state the reason(s) for FPRA's request in sufficient detail to apprise BEEFREE of the basis for FPRA's request. BEEFREE shall act to comply with any reasonable and lawful request within seven (7) days of receiving such written notice from the FPRA.
- d. If at any time during the Term FPRA determines that any part of a Vehicle is in disrepair, FPRA shall have the right to request that BEEFREE repair or replace such part so that it meets industry standards. BEEFREE shall have a wheelchair-accessible vehicle available at all times of service.
- e. FPRA will provide covered and secured parking spaces for any vehicles used during the duration of the Term at no cost to BEEFREE.
- f. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to FPRA's approval prior to placement on the Vehicles. BEEFREE will be entitled to keep 100% of the revenue generated.

**EXHIBIT B
SERVICE AREA**



**FORT PIERCE
PROPOSED SERVICE AREA EXPANSION**

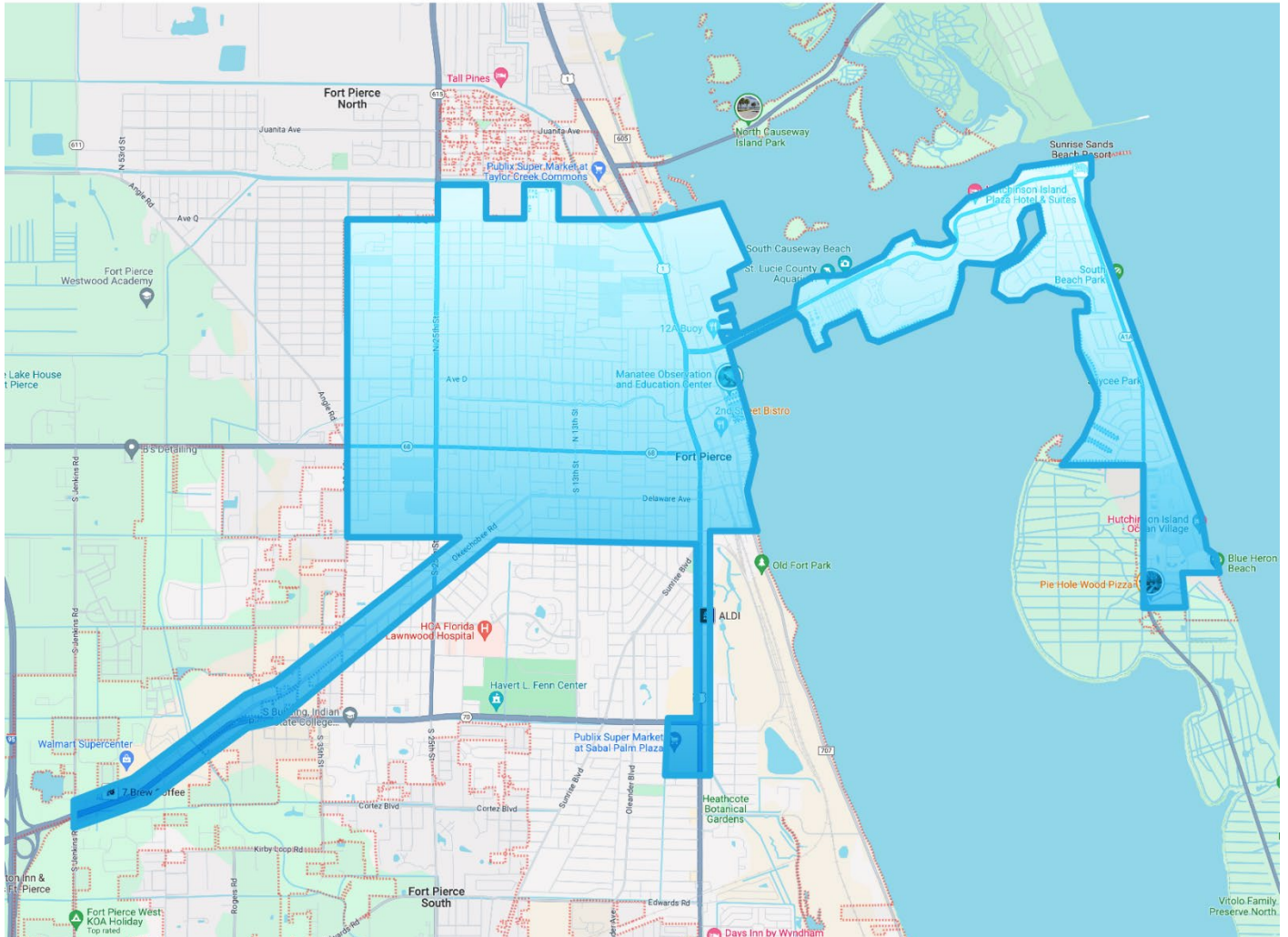
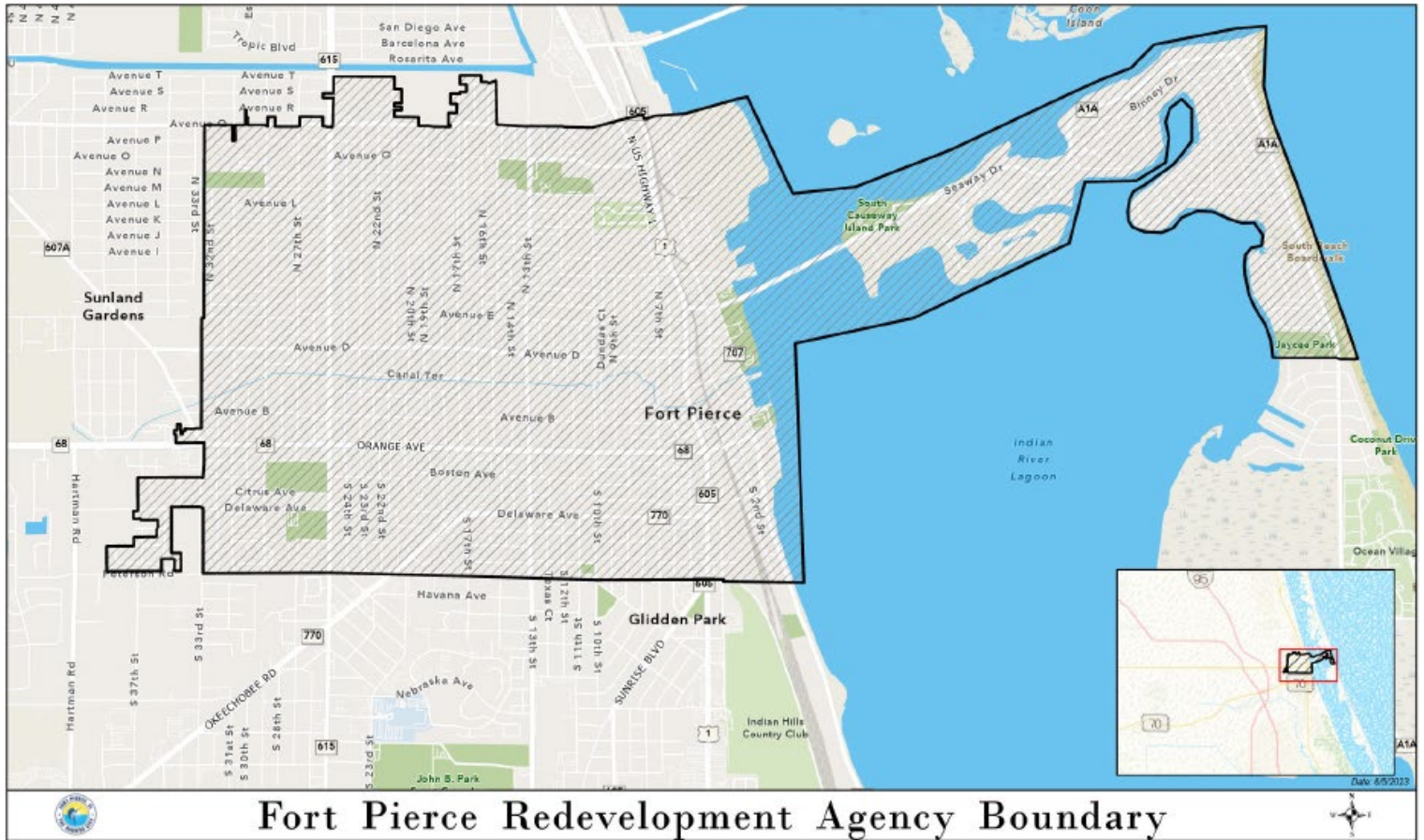


EXHIBIT C FORT PIERCE REDEVELOPMENT AGENCY BOUNDARY MAP



Fort Pierce Redevelopment Agency Boundary

EXHIBIT D
HOURS OF OPERATION

- Monday-Wednesday: 8am – 6pm
 - Thursday: 8am – 8 pm
 - Friday: 8am – 10pm
 - Saturday: 10am – 10pm
 - Sunday: 10am – 8pm
- All vehicles will operate for 70 hours weekly within the hours of operation stated above.



TO: SARA DELGADO, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: AGREEMENT BETWEEN THE FORT PIERCE REDEVELOPMENT AGENCY & BEEFREE, LLC
FOR ON-DEMAND TRANSPORTATION SERVICES

CAO RLS FILE: RLS 24-200

DATE: MAY 8, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Master Services Agreement (Agreement) between the Fort Pierce Redevelopment Agency (FPRA) and Beefree, LLC. The following suggested changes have been made to the Agreement and its Exhibits:

1. A reference to Exhibit A has been included in the applicable location in the Agreement to properly incorporate it into the Agreement.
2. I have removed the sentence related to a marketing plan agreed to between the FPRA and Beefree, as no such plan was attached as an Exhibit or mentioned in the documents for my review.
3. Paragraph 4 of the Agreement does not include the dates of this Agreement and must be filled in before presentation to the FPRA Board.
4. The insurance requirements have been updated per Beefree and Risk Management's discussions.
5. The Venue for any claims has been changed to St. Lucie County.
6. Changes have been made to the Indemnification paragraph.
7. Paragraph 22 has been added for compliance with E-Verify laws in Florida.
8. I have updated the signature to the applicable names.
9. Paragraph 1 of Exhibit A does not include the dates of the term. This must be filled in prior to presentation to the FPRA Board.
10. Exhibit A did not contain the language from the pilot program's agreement disallowing subcontract Vehicle drivers. I have included that language.
11. Exhibit A indicates the number of vehicles will be four (4) with one (1) to include an ADA vehicle. I have changed this to five (5) total, per our discussion.
12. In Exhibit A, Language has been included that ridership will either originate in or end within the FPRA boundaries, contained in the newly created Exhibit C.
13. Paragraph 3 of Exhibit A needs the date payments will begin included.
14. Exhibit C has been redesignated as Exhibit D to accommodate for the new Exhibit C referenced above.

15. Paragraph 4 of Exhibit A is inconsistent with Paragraph 3. Paragraph 4 allows for increases in price, to an unknown amount. Paragraph 3 says the cost cannot exceed \$480,000 annually. I have removed the offending language in Paragraph 4.
16. The "Subject to Change" language on Exhibits B and D (previously Exhibit C) has been removed, as this should be the final version of the Exhibit and not subject to change.
17. The signatures required on Exhibit D (previously Exhibit C) have been removed, as it is redundant to the Signatures on the original Agreement and unnecessary.

These suggested changes have been made in a Track Changes document. A Clean Copy document incorporating all of these changes has been created as well. The Clean Copy version with all suggested changes incorporated is approved as to form and correctness, with the appropriate dates as indicated above filled in. Should you desire any additional changes or wish to reject any of the suggested changes, please resubmit this RLS for additional review as to form and correctness.

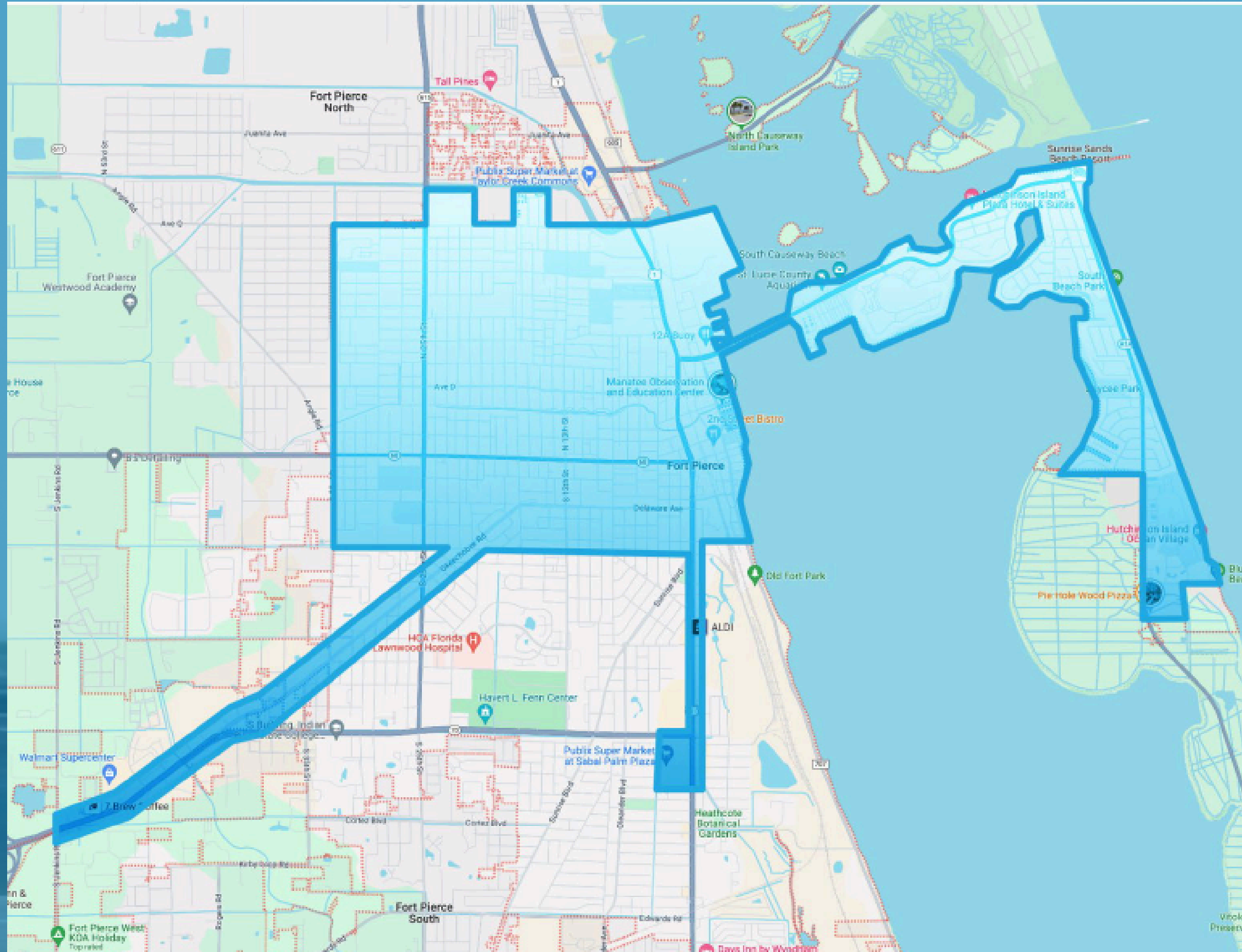
If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

FREEBEE

FREE ON-DEMAND TRANSPORTATION





New Service starts June 1, 2024 with an expansion of the boundaries and new days & hours of operations.

New expansion is now including :

- US Hwy 1 to the Botanical Gardens
- Okeechobee Road all the way to Jenkins
- South Ocean Drive to the Pie Hole

DAYS & HOURS OF OPERATION

Monday - Wednesday: 8:00am - 6:00pm

Thursday: 8:00am - 8:00pm

Friday: 8:00am - 10:00pm

Saturday: 10:00am - 10:00pm

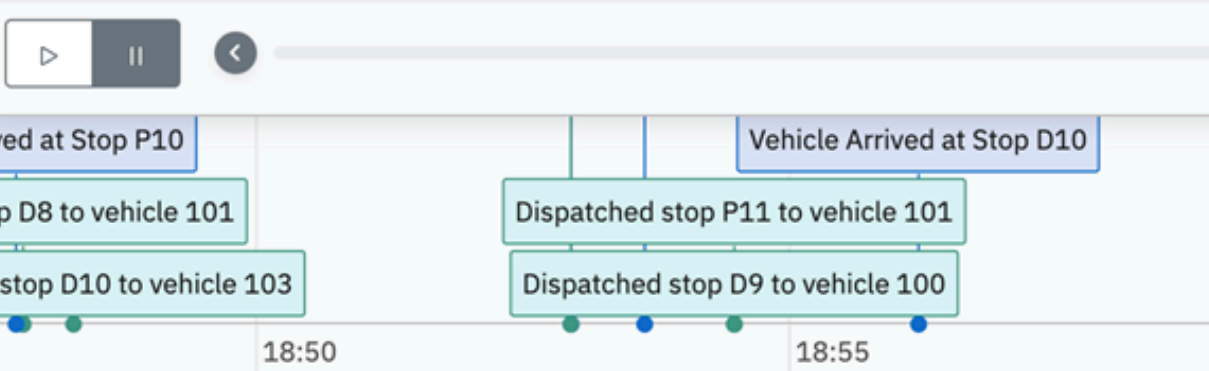
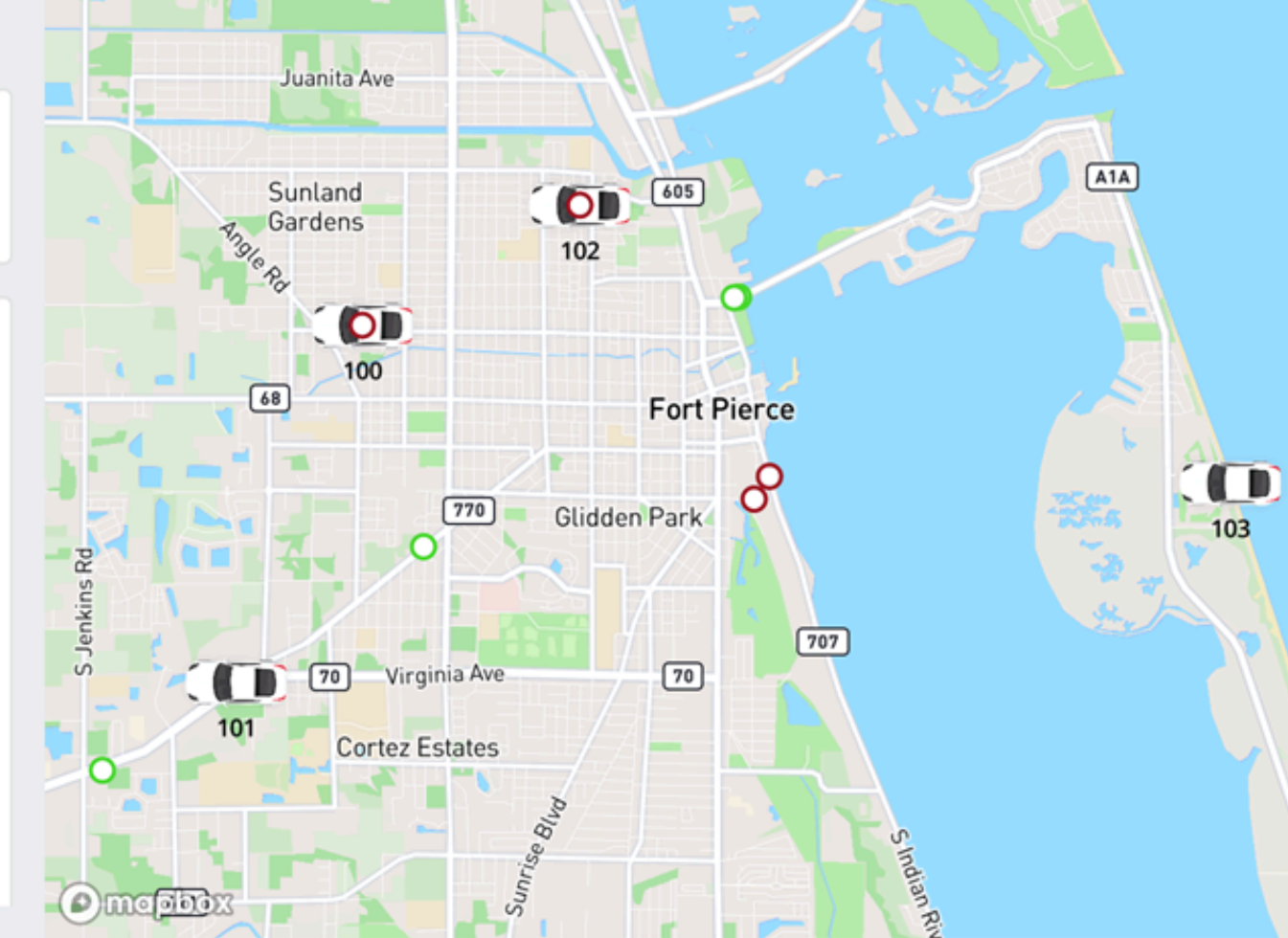
Sunday: 10:00am - 8:00pm

All vehicles will operate for 70 hours weekly within the hours of operation



QUEUE	AVG REQUEST TO PICKUP TIME	AVG PICKUP TO DROPOFF	TOTAL TIME
13	9.98	9.01	19

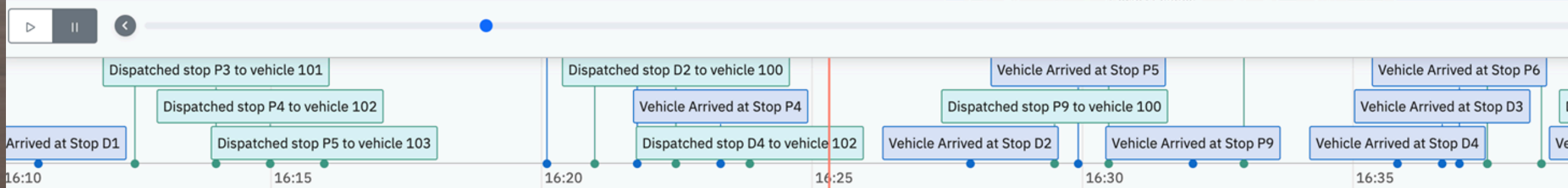
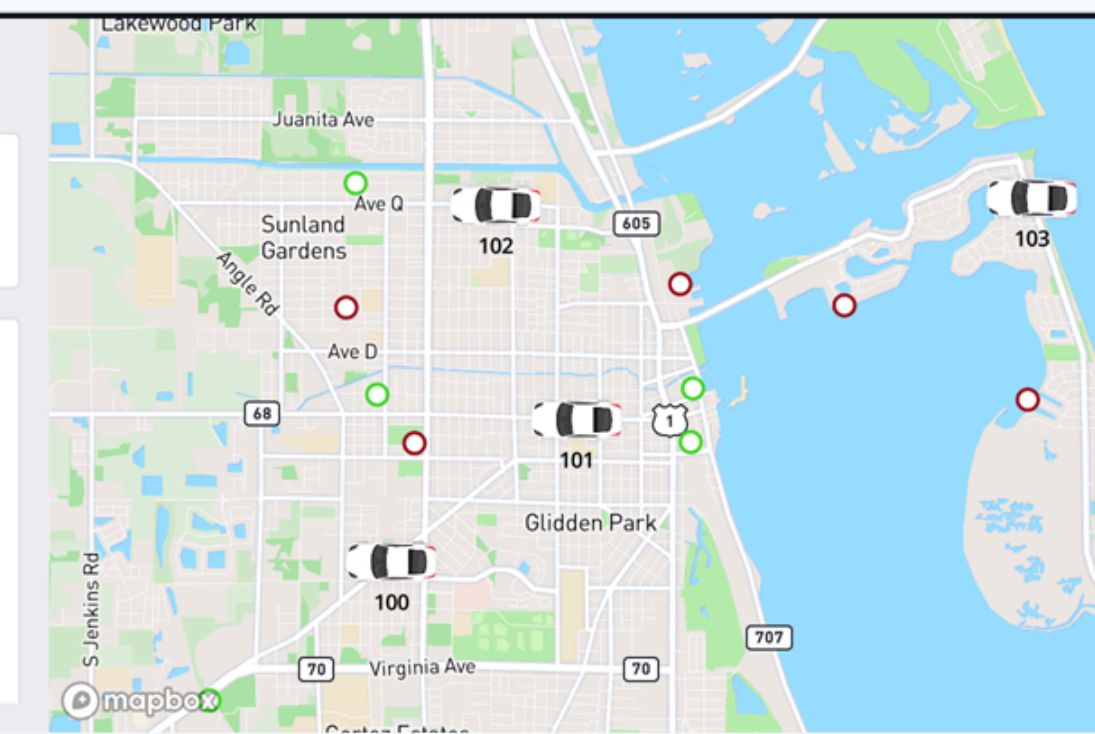
_ID	CREATEDTIME	DISPATCH TIME	PICKUP TIME	DOPOFF TIME	REQUEST TO PICKUP TIME	PICKUP TO DROPOFF	TOTAL TIME
1	18:06:40	18:06:59	18:15:42	18:23:09	9.04	7.44	16.48
2	18:07:46	18:07:59	18:17:26	18:24:48	9.67	7.37	17.05
3	18:10:14	18:10:29	18:17:29	18:23:33	7.26	6.07	13.33
4	18:11:49	18:11:59	18:21:30	18:26:23	9.69	4.89	14.57
5	18:18:00	18:23:08	18:30:11	18:47:49	12.19	17.63	29.82
6	18:19:01	18:22:47	18:26:57	18:42:50	7.94	15.89	23.83
7	18:21:15	18:24:22	18:29:51	18:38:18	8.6	8.45	17.06
8	18:31:42	18:37:59	18:48:18	18:54:57	16.6	6.65	23.25
9	18:45:50	18:45:59	18:54:38	19:03:33	8.81	8.91	17.72



Sat 16 March

QUEUE	AVG REQUEST TO PICKUP TIME	AVG PICKUP TO DROPOFF	TOTAL TIME
24	15.05	12.3	27.35

_ID	CREATEDTIME	DISPATCH TIME	PICKUP TIME	DOPOFF TIME	REQUEST TO PICKUP TIME	PICKUP TO DROPOFF	TOTAL TIME
1	16:02:27	16:02:59	16:08:09	16:12:41	5.7	4.54	10.25
2	16:11:44	16:12:29	16:22:46	16:29:55	11.04	7.16	18.2
3	16:13:47	16:13:59	16:21:05	16:38:38	7.32	17.55	24.87
4	16:14:54	16:14:59	16:24:18	16:37:49	9.41	13.51	22.92
5	16:15:30	16:15:59	16:30:55	16:47:03	15.42	16.13	31.55
6	16:22:08	16:32:59	16:37:57	16:55:15	15.83	17.29	33.12



Freebee inputted data into a Service Planning Simulator to predict how the boundary expansion will impact wait times. By using the highest peak day and time of the year, Spring Break, they were able to conclude that the new expansion will only increase by 3-4 minutes with 46% of their riders being 51 and over.

FPRA Regular Meeting - 5:05 p.m.

7. c.

Meeting Date: May 14, 2024

Re: King's Landing

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approve 45-day extension for cure period under the default motion sent to Audubon Development, Inc. on March 21, 2024 regarding the King's Landing project to be coterminous with City Commission's decision on April 19, 2024.

SUMMARY:

At a Special City Commission Meeting on April 19, 2024, the City Commission approved Audubon Development's request to toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024 with regard to the King's Landing project and development agreement.

Since this is a three-party agreement, the Fort Pierce Redevelopment Agency must also evaluate this extension.

RECOMMENDATION:

Approve the extension request to align with the City Commission's decision on April 19, 2024.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Sara K. Hedges, City Attorney

COORDINATED WITH:

Nicholas C. Mimms, City Manager/FPRA Director

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Notice of Default

Audubon's Response to Notice of Default

Letter from City Clerk re-City Commission's Extension Decision



March 21, 2024

Dale Matteson
P.O. Box 981
Palm Beach, FL 33480

VIA EMAIL: dale@audubondevelopment.com

Re: NOTICE OF DEFAULT

Dear Mr. Matteson:

As outlined in the attached First Amendment to the Amended and Restated Agreement for Development of King's Landing, it was expected that the developer would submit the application for building permits or DPCR approval for Phase 2 no later than March 18, 2024.

According to the Amended and Restated Agreement, Phase 2 is defined as the construction of the following:

- Building C – 11 story building with restaurant, retail, and 48 residential units
- Building D – 8 story building with restaurant, retail, and 19 residential units
- Building F – Ground floor restaurant and retail
- Building G – 8 story building with retail and 25 residential units

We are aware that a DPCR application was submitted by your development team for site work for Phase 2; however, all site work is scheduled to be performed and completed within the dedicated timelines for the Phase 1 construction of this development project. Therefore, based on our review, the aforementioned milestone for Phase 2 has not been achieved.

Please accept this letter as written notice of default under this agreement pursuant to Section 10g of the Amended and Restated Agreement for Development of King's Landing. Audubon shall have 30 days to cure this default and come into compliance with the provisions of this agreement.

Sincerely,

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

Attachments

c: City Attorney
City Clerk
Mayor and City Commissioners
Economic Development Manager

**FIRST AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
FOR DEVELOPMENT OF KING'S LANDING**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.
2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.
3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

- a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.
 - b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.
 - c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.
4. **Adjustments to Exhibit “F”.** The dates in Exhibit “F” to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.
 5. **Economic Development Incentives.** Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:

13. **Tax Increment Financing and Other Incentives.** The FPRA collects certain tax increment revenue (“TIR”) from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.

- a. **The Hotel Parcel.** If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City’s reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit “I”**, attached hereto and made a part hereof (the “Incentive Package”). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the \$200,000.00 annual limit and \$1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels.**

No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars (\$200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars (\$1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed \$200,000 in a given year, because one parcel would otherwise be entitled to a \$100,000 rebate and another parcel would otherwise be entitled to a \$200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of \$66,666.67 for one parcel and \$133,333.33 for the other parcel).

- c. **Rights and Obligations to Run with the Property.** The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.
7. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

SIGNATURES CONTINUE ON FOLLOWING PAGES

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

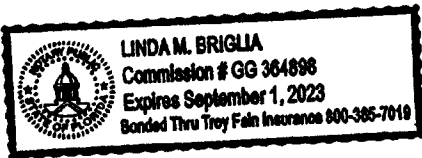
[Signature]
Print Name: Laura A. Kenny

By: [Signature]
Print Name: DALE MATTHESON
Title: President / CEO

[Signature]
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matheson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:



[Signature]
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"City of Fort Pierce":

[Signature]
Print Name: Lina Reel

[Signature]
Print Name: Brittany Meredith

CITY OF FORT PIERCE, FLORIDA, a
Florida municipal corporation

By: [Signature]
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: [Signature]
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21st day of
November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT
PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) is
personally known to me. produced a driver's license issued by a state of the United States
within the last five (5) years as identification, to wit:

[Signature]
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____



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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

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

[Signature]
Print Name: Katoja Ransom

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

[Signature]
Print Name: Brittany Meredith

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: LINDA W. COX
Commission #: _____
My Commission Expires _____
Notary Public
State of Florida
Comm# HJ167003
Expires 9/9/2025





EXHIBIT I

August 26, 2022

EXECUTIVE COMMITTEE

- Robert Barfield, Treasurer, Seacoast Bank
- Javier Cisneros, Fort Pierce Utilities Authority
- Eric Goldman, HCA Florida Lawnwood Hospital
- Chris Fogal, CPA, PA, Chair, Carr, Riggs, Ingram
- Azlina Goldstein, Chair-Elect, GL Homes
- Rob Lord, Past-Chair
- Tim Moore, PhD, Indian River State College
- Madhu Sasidhar, MD, MBA, FCCP, Cleveland Clinic Tradition Hospital
- Peter Tesch, Economic Development Council
- Shrita Walker, Secretary, MIDFLORIDA Credit Union

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BOARD OF DIRECTORS

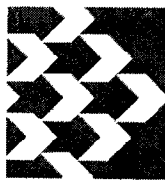
- Mike Adams, Adams Ranch
- Michael Ansorge, OCULUS Surgical
- Nico Apfelbaum, Esq., Apfelbaum Law
- Terissa Aronson, SLC Chamber of Commerce
- Brian Bauer, CareerSource Research Coast
- Russ Blackburn, City of Port St. Lucie
- Ian Cotner, AT&T Florida
- Peter Crane, Sansone Group
- Marshall Critchfield, Florida Power & Light
- Lee Dobbins, Esq., Dean Mead/TCMA
- Phil Doumar, EDC EXCEL
- Rod Kennedy, Engineering Design & Construction
- Richard Kolleda, FACHE, Spherion
- Leslie Kristof, Keiser University
- Tammy Matthew, Bank of America
- Nick Mimms, City of Fort Pierce
- Neil Morgan, Comcast Business
- Brandon Nobile, Remnant Construction
- Cara Perry, Florida Atlantic University
- Roxanne Peters, SouthState Bank
- Jon Prince, PhD, St. Lucie Public Schools
- Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
- Richard Tambone, Tambone Companies
- Howard Tipton, St. Lucie County
- Jeremy Wiernasz, PGA Golf Club
- Kara Wood, Hi-Tide Boat Lifts
- Amber Woods, Treasure Coast Lexus

Re: [REDACTED] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [REDACTED]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [REDACTED] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([REDACTED]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of \$20.8 M and direct spending of \$13.3 M, the hotel project generates over 221 jobs and \$6.7 M in supporting wages plus generating \$2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.



Economic Development Council of St. Lucie County
 772.336.6250 ♦ www.youredc.com
 500 NW California Blvd. ♦ Bldg. F, Suite 109 ♦ Port St. Lucie, FL 34986
 (Located at Indian River State College)




It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [REDACTED]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [REDACTED] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of \$28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly \$730,353.00 with approximately \$393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at \$28 M and \$43M for demonstration purposes).
- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits:* There are roughly \$2.784 M in local government impact fees alone for both the hotel project (\$723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.
- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for \$2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.
- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.
- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [REDACTED] for the development of the hotel. The estimated market value of the property is \$1.5 M.
- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[REDACTED] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [REDACTED] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,



Pete Tesch
President

Attachments

CC:

Dale Matteson, Audubon Development

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED
AGREEMENT FOR DEVELOPMENT
OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City of Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein. The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

WITNESSETH:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in Exhibit "A", together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on Exhibit "B", attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as Exhibit "C". Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as Exhibit "D".

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as Exhibit "E" (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

- a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.
- b. Local zoning ordinances and regulations.
- c. Permitted Exceptions as defined in Paragraph 5 above.
- d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit “F”** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **“Exhibit H”** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the “Development Deadlines”):

a. **Phase 1.** Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the “Infrastructure Improvements”), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon’s option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. **Phase 2.** Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. **Phase 3.** Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. **Phase 4.** Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the “Future Development” area shown on Exhibit H, west of N. 2nd Street.

e. **Commencement of Construction.** For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms “Commence Construction” or “Commencing Construction” shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a “possibility of reverter”, as more specifically set forth in Exhibit “E”, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the “Reverter”).

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the “Hotel Parcel”). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City’s reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City’s Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the “Hotel Developer”), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel (the “Hotel”). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City’s Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be \$2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as Exhibit “G”, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue (“TIR”) from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner’s parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars (\$200,000.00) per year for the entire Property, and shall not exceed one million dollars (\$1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed \$200,000 in a given year, because one parcel would otherwise be entitled to a \$100,000 rebate and another parcel would otherwise be entitled to a \$200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of \$66,666.67 for one parcel and \$133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon’s rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majeure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g. FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwerner
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside \$170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

“Audubon”

AUDUBON DEVELOPMENT, INC., a
Florida corporation

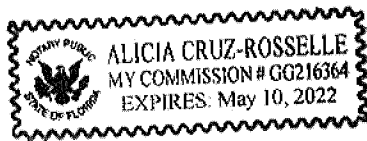
Alicia Cruz Roselle
Print Name: ALICIA CRUZ-ROSSELLE

By: [Signature]
Print Name: DALE MATTESON
Title: PRESIDENT

[Signature]
Print Name: W. Lee Dobbins

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of
SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT
of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath
and (check one) is personally known to me, produced a driver's license issued by a state of
the United States within the last five (5) years as identification, to wit:

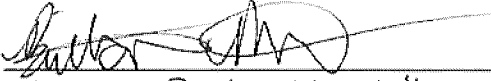


Alicia Cruz Roselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

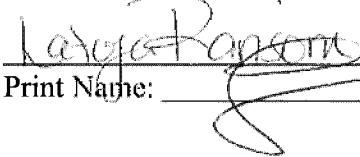
[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

“City of Fort Pierce”:




 Print Name: Brittany Meredith



 Print Name: _____

CITY OF FORT PIERCE, FLORIDA, a
Florida municipal corporation

By: 

 Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: 


 Tahya Earley, City Attorney

STATE OF FLORIDA
 COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of
February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a
 Florida municipal corporation. Said person did not take an oath and (check one) is personally
 known to me, produced a driver's license issued by a state of the United States within the last f
 ive (5) years as identification, to wit:



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



 Notary Public, State of Florida
 Print Name: _____
 Commission #: _____
 My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

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

[Signature]
Print Name: Brittany Meredith

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

[Signature]
Print Name: Lefroya Ransom

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

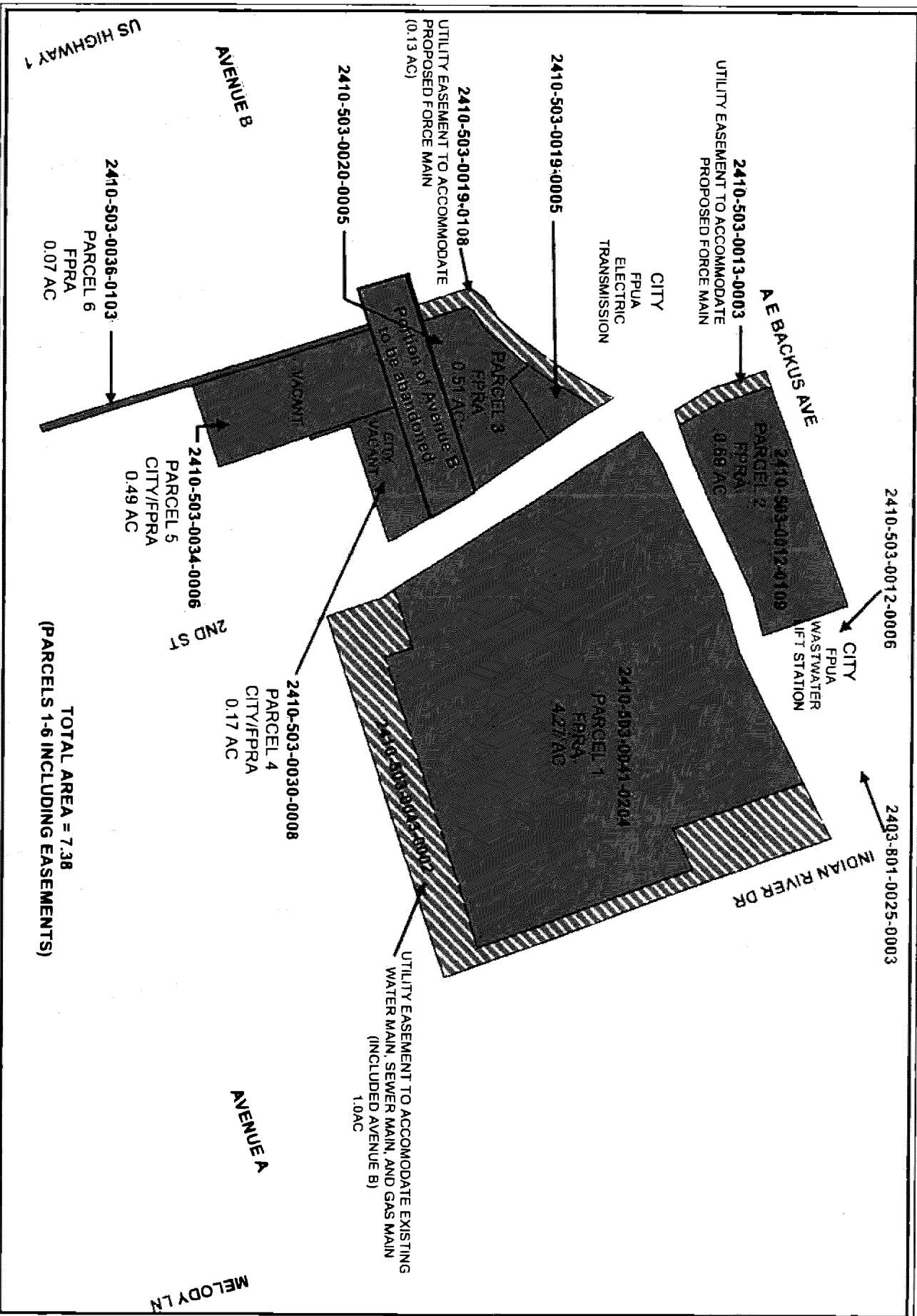


LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

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

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	



TOTAL AREA = 7.38
(PARCELS 1-6 INCLUDING EASEMENTS)



DATE: OCT 11, 18
SCALE: 1" = 150'

PROPOSED DEVELOPMENT AREA SITE 1
APPROXIMATELY 7.38 ACRES

KING PLANT REDEVELOPMENT

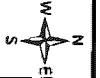


EXHIBIT "B"

N. S. H. G.

W. 10th St.

N. S. H. G.

Portion of Avenue B
to be abandoned



W. 10th St.

W. 10th St.

W. 10th St.

W. 10th St.

EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lHUDSON@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie
County, FL 34950
Site Identification Numbers: COM_82363. BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the “contaminated site” for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

Conditional Site Rehabilitation Completion Order (SRCO)
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce,
Former H.D. King Power Plant Site - Parcel 1
Site Identification Numbers: COM_82363, BF561101001
Page 2 of 8

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012, to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.), which can be found in the Department's document repository at: <http://depdms.dep.state.fl.us/Oculus/servlet/login>.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents, the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.

The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Conditional Site Rehabilitation Completion Order (SRCO)
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce,
Former H.D. King Power Plant Site - Parcel 1
Site Identification Numbers: COM_82363, BF561101001
Page 3 of 8

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Conditional Site Rehabilitation Completion Order (SRCO)
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce,
Former H.D. King Power Plant Site - Parcel 1
Site Identification Numbers: COM_82363, BF561101001
Page 4 of 8

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed or commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: <http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal> and on the Institutional Controls Registry website at: <https://floridadep.gov/waste/waste/content/institutional-controls-registry>.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

Conditional Site Rehabilitation Completion Order (SRCO)
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce,
Former H.D. King Power Plant Site - Parcel 1
Site Identification Numbers: COM_82363, BF561101001
Page 5 of 8

- (a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
- (b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;
- (c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or
- (d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

- A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.
- B. If you choose to challenge the decision, you may do the following:
 - 1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or
 - 2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

Conditional Site Rehabilitation Completion Order (SRCO)
 Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce,
 Former H.D. King Power Plant Site - Parcel 1
 Site Identification Numbers: COM_82363, BF561101001
 Page 6 of 8

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

- a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
- b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
- c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
- e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Conditional Site Rehabilitation Completion Order (SRCO)
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce,
Former H.D. King Power Plant Site - Parcel 1
Site Identification Numbers: COM_82363, BF561101001
Page 7 of 8

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

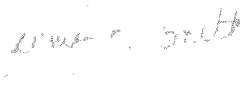
Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,



Jennifer K. Smith
District Director
Southeast District

Conditional Site Rehabilitation Completion Order (SRCO)
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce,
Former H.D. King Power Plant Site - Parcel I
Site Identification Numbers: COM_82363, BF561101001
Page 8 of 8

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandakum Patel May 22, 2018
Clerk Date

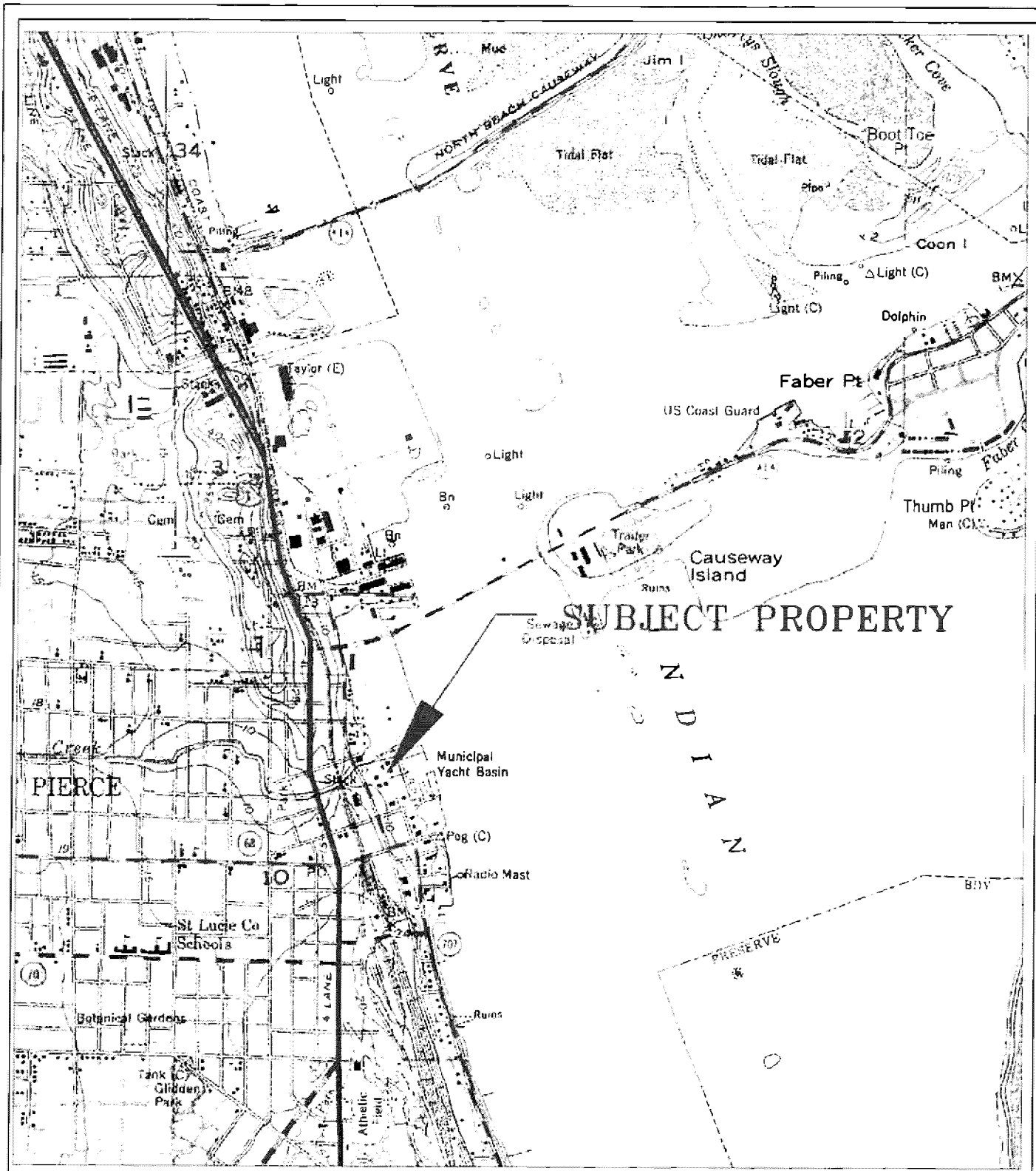
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509,
Recorded 03/22/2018.

cc: Michael O. Sznajstajler, Esq., Cobb Cole, Michael.Sznajstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anaya@sflwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sflwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sflwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@terpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

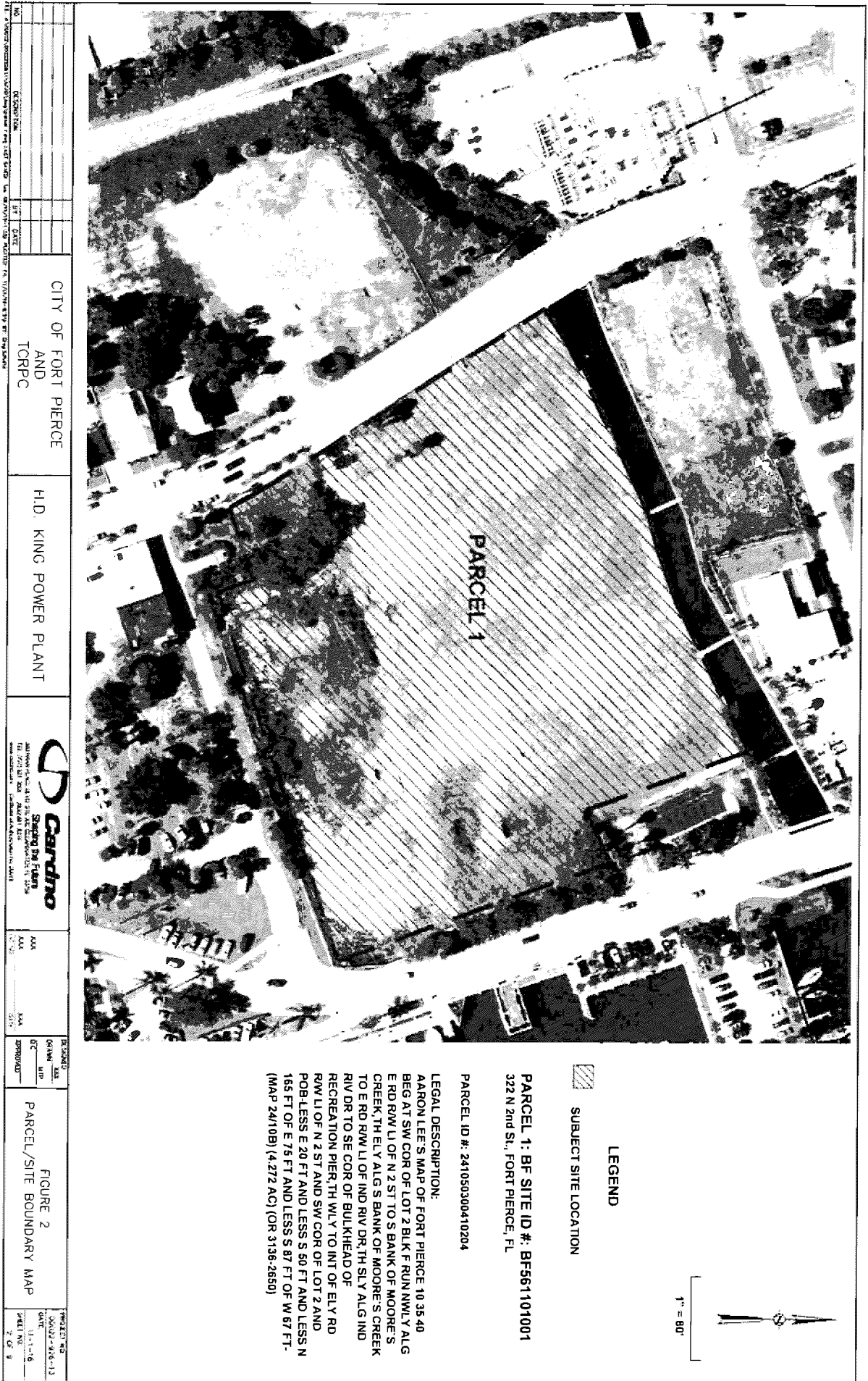


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FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP



LEGEND
 [Hatched Box] SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
 322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
 AARON LEE'S MAP OF FORT PIERCE 10 35 40
 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG
 E RD RW L I OF N 2 ST TO S BANK OF MOORE'S
 CREEK TH ELY ALG S BANK OF MOORE'S CREEK
 TO E RD RW L I OF IND RIV DR TH SLY ALG IND
 RIV DR TO SE COR OF BULKHEAD OF
 RECREATION PIER TH WLY TO INT OF ELY RD
 RW L I OF N 2 ST AND SW COR OF LOT 2 AND
 POB-LESS E 20 FT AND LESS S 50 FT AND LESS N
 155 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-
 (MAP 24110B) (4.272 AC) (OR 3136-2650)

NO.	DATE	CITY OF FORT PIERCE AND TORPC	H.D. KING POWER PLANT	<p>Cardno Shaping the Future 10000 N. US HWY 1, SUITE 200 FORT PIERCE, FL 34946 TEL: 888-888-8888 WWW.CARDNO.COM</p>	PREPARED BY: [Blank] CHECKED BY: [Blank] DATE: [Blank]	FIGURE 2 PARCEL/SITE BOUNDARY MAP	SHEET NO. 2 OF 8 SCALE: 1" = 80' DATE: 11-1-16
DATE	DATE	DATE	DATE		DATE	DATE	DATE

EXHIBIT 2 ID: P Site ID No.: COM_82363, BF561101001

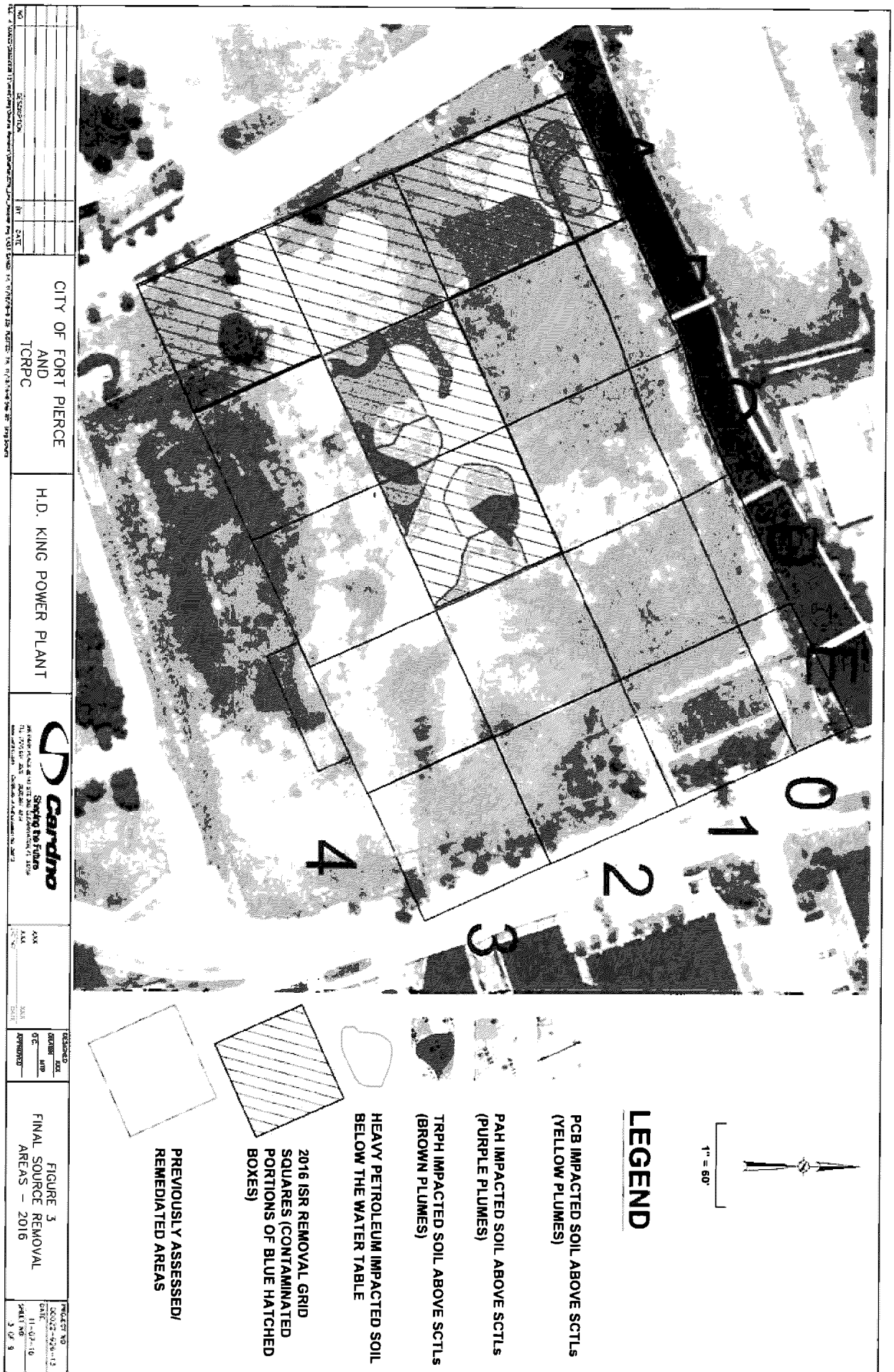


EXHIBIT 3, Page 1 FDEP Site ID No.: COM_82363, BF561101001

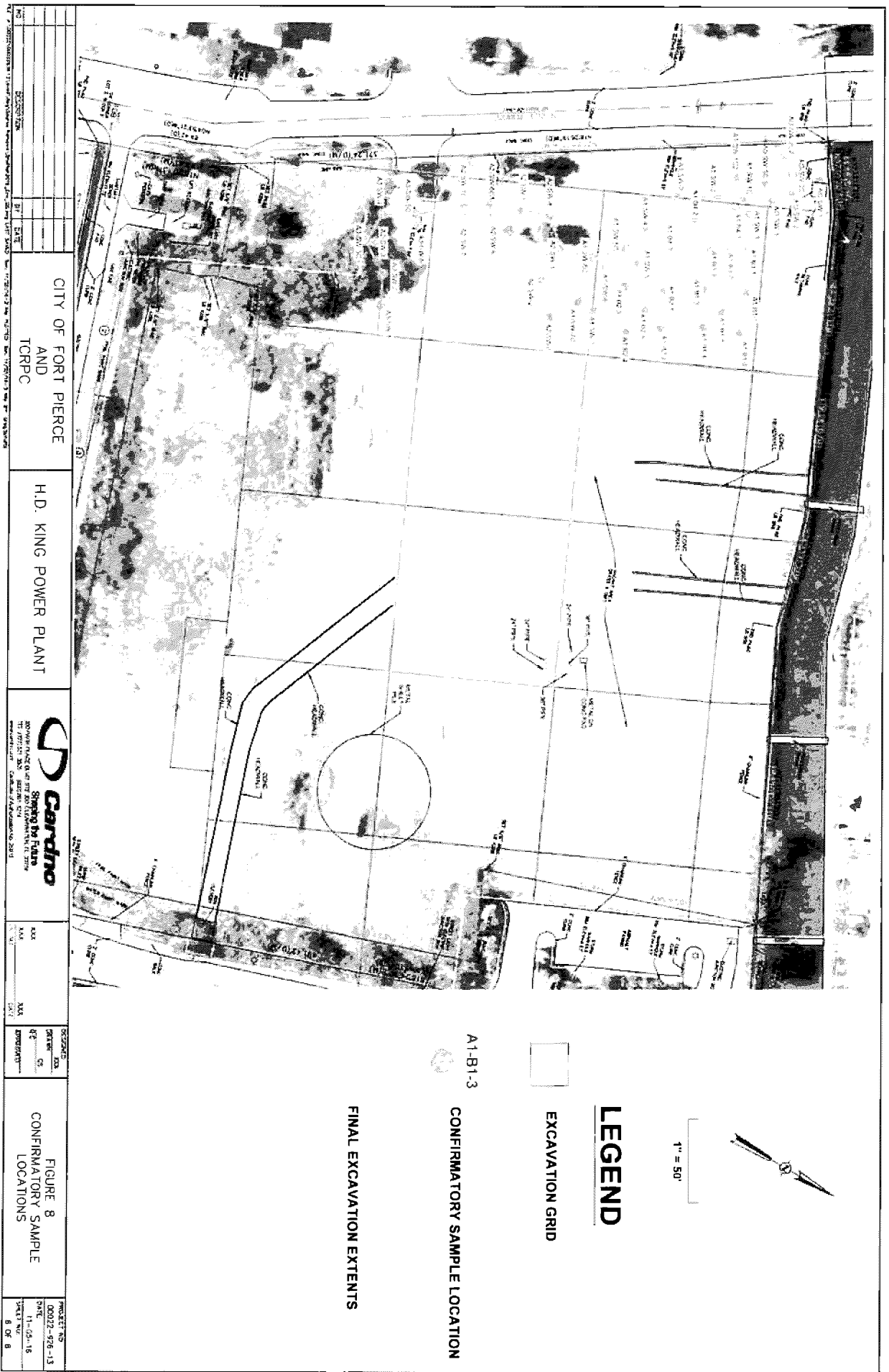


EXHIBIT 3, Page 2 FIDEP Site ID No.: COM_82363, BF561101001





H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
 Table 23: Overburden Stockpile - Sample Analytical
 Results - March 2016

Sample Location	Collect Date	Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier
A1 Overburden	3/3/2016	FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	77	
		EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/kg dw	200	1800	3.1	0.115	U
		EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/kg dw	210	2100	8.5	0.115	U
		EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/kg dw	2400	20000	2.1	0.057	U
		EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/kg dw	1800	20000	27	0.057	U
		EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/kg dw	21000	300000	2500	0.057	U
		EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/kg dw	#	#	0.8	0.081	U
		EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/kg dw	0.1	0.7	8	0.055	U
		EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/kg dw	#	#	2.4	0.08	U
		EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/kg dw	2500	52000	32000	0.046	U
		EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/kg dw	#	#	24	0.034	U
		Calculation	BaP Equivalent		mg/kg dw	0.1	0.7	8	0.08	U
		EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/kg dw	#	#	77	0.07	U
		EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	mg/kg dw	#	#	0.7	0.0082	U
		EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/kg dw	3200	59000	1200	0.164	U
		EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/kg dw	2600	33000	160	0.057	U
		EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/kg dw	#	#	6.6	0.054	U
		EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/kg dw	55	300	1.2	0.115	U
		EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/kg dw	2200	36000	250	0.057	U
		EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/kg dw	2400	45000	880	0.114	U
		EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/kg dw				0.000554	U
		EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/kg dw				0.000554	U
		EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/kg dw				0.000554	U
		EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/kg dw	0.5	2.6	17	0.000554	U
		EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/kg dw				0.000554	U
		EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/kg dw				0.000554	U
		EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/kg dw				0.12	U

Notes:
 I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
 U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.
 # = Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL
 NA = Not Analyzed
 NC = Not Calculated



- MW-6

MONITOR WELL LOCATION
- 
EXCAVATION GRID

LEGEND



EXHIBIT 3 Page 8
 Fort Pierce Redevelopment Agency,
 FDEP Site ID NO.: COM. 82363,
 BF561101001


<p>CITY OF FORT PIERCE AND TCRPC</p>		<p>H.D. KING POWER PLANT</p>		 <p>Cardno 301 N. W. 10th St., Suite 200 Ft. Pierce, FL 34946 (888) 888-8888 www.cardno.com</p>		<p>DESIGNED: XOX REVIEW: JLP DATE: 8-10-15</p>	<p>PROJECT NO.: 00022-926-11</p>
<p>FIGURE 8 MONITOR WELL LOCATIONS</p>		<p>DATE: 8-10-15</p>	<p>SHEET NO.: 8 OF 8</p>	<p>PROJECT NO.: 00022-926-11</p>		<p>DATE: 8-10-15</p>	<p>SHEET NO.: 8 OF 8</p>



Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015
 H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Method	Parameter	CAS No	Units	Action	MLOC	MAY 5			MAY 6			MAY 7			MAY 8		
						Result	U/L	U	Result	U/L	U	Result	U/L	U	Result	U/L	U
EPA 8210B	1,1,1,2-Tetrachloroethane	600-03-0	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8210B	1,1,1-Trichloroethane	71-35-0	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8210B	1,1,2-Dichloroethane	107-06-2	ug/L	20	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8210B	1,1,2,2-Tetrachloroethane	79-07-5	ug/L	5	500	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U
EPA 8210B	1,1-Dichloroethene	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8210B	1,2-Dichloroethene	78-07-2	ug/L	2	20	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8210B	1,2,3-Trichloroethene	78-12-6	ug/L	70	700	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8210B	1,2,3,4-Tetrachloroethene	79-06-4	ug/L	2	20	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8210B	1,2,3,4-Tetrachloroethane	136-62-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8210B	1,2,4-Trichloroethene	99-03-8	ug/L	10	100	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8210B	1,2-Dichloroethane	78-12-6	ug/L	2	20	0.21	U	0.21	U	0.21	U	0.21	U	0.21	U	0.21	U
EPA 8210B	1,2-Dichloroethene	78-07-2	ug/L	600	6000	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U
EPA 8210B	1,2-Dichloroethane	78-12-6	ug/L	2	20	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8210B	1,2-Dichloroethene	78-07-2	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8210B	1,3,5-Trinitrobenzene	88-96-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U
EPA 8210B	1,3-Dichlorobenzene	95-73-3	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	110	1100	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	4200	42000	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	280	2800	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	14	140	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	3.8	380	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	65000	650000	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	420	4200	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	106	1060	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	110	1100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	74	740	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	910	9100	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	80	800	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	4.4	44	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	88	880	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	300	3000	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	1000	10000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	1200	12000	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U
EPA 8210B	1,4-Dichlorobenzene	106-86-7	ug/L	200	2000	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U



Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015
H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Method	Parameter	CAS No	Units	detection	MCL	MW-5			MW-6			MW-7			MW-8				
						Result	Q	U	Result	Q	U	Result	Q	U	Result	Q	U		
82101	2,4-Dichlorophenoxyacetic acid	11144-2	ug/l	0.01	3	0.20	U	0.10	U	0.20	U	0.25	U	0.20	U	0.20	U	0.20	U
82102	2,4-Dichlorophenoxypropionic acid	36739-1	ug/l	0.1	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
82103	2,4-Dichlorophenoxyethoxyacetic acid	14744-1	ug/l	0.1	50	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
82104	Butyl Benzyl Phosphate	85-68-7	ug/l	100	1000	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
82105	Diethyl Phosphate	62-74-2	ug/l	100	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
82106	D n octyl phosphate	117-84-0	ug/l	1400	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U
82107	Diethyl Phosphate	62-74-2	ug/l	100	240	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
82108	D n octyl phosphate	117-84-0	ug/l	1400	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
82109	D n octyl phosphate	117-84-0	ug/l	1400	200000	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
82110	Hexachlorocyclopentadiene	11874-1	ug/l	100	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
82111	Hexachlorocyclopentadiene	11874-1	ug/l	100	40	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
82112	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
82113	Hexachlorocyclopentadiene	11874-1	ug/l	100	87.72	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
82114	Hexachlorocyclopentadiene	11874-1	ug/l	100	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
82115	Hexachlorocyclopentadiene	11874-1	ug/l	100	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
82116	Hexachlorocyclopentadiene	11874-1	ug/l	100	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
82117	Hexachlorocyclopentadiene	11874-1	ug/l	100	621.64	0.005	U	0.005	U	0.005	U	0.005	U	0.005	U	0.005	U	0.005	U
82118	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82119	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82120	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82121	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82122	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82123	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82124	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82125	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82126	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82127	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82128	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82129	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82130	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82131	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82132	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82133	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82134	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82135	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82136	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82137	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82138	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82139	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82140	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82141	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82142	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82143	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82144	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82145	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82146	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82147	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82148	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82149	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
82150	Hexachlorocyclopentadiene	11874-1	ug/l	100	500	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U

Notes:
 1 = Not Established
 2 = The reported value is between the laboratory limit of detection (MLO) and the laboratory limit of quantitation (PQL)
 3 = Estimated value may not be accurate
 U = Indicates that a specific compound was analyzed but not detected. The reported value shall be the MQL.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznajstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_#2363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site - Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;
2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and
3. *Combined Document - Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:
 - a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.
3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

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IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Linda W. Cox
Signature of Notary Public

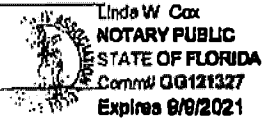
Print Name of Notary Public

Commission No. _____

Commission Expires: _____

APPROVED AS TO FORM AND CORRECTNESS

BY: [Signature]
City Attorney



[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of MARCH, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K. Smith
Name: Jennifer K. Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:

Witness: [Signature] Date:
Print Name: [Name]

Witness: [Signature] Date: 3/22/2018
Print Name: [Name]

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known OR Produced Identification
Type of Identification Produced

[Signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public
Commission No. GG105296
Commission Expires: 6/10/2021

APPROVED AS TO FORM AND CORRECTNESS

BY: [Signature]
City Attorney

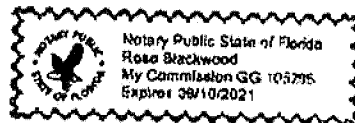


EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN DATE
Professional Surveyor & Mapper
Florida Certificate No. 8188

Page 1 of 2

P:\Proj-2013\13-071 HO King Power Plant\Survey\13-071_sbd.dwg, 3/21/2017 3:45:20 PM



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

2080 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SIX FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.c-t-eng.com
STATE OF FLORIDA CERTIFICATION No. 12 016

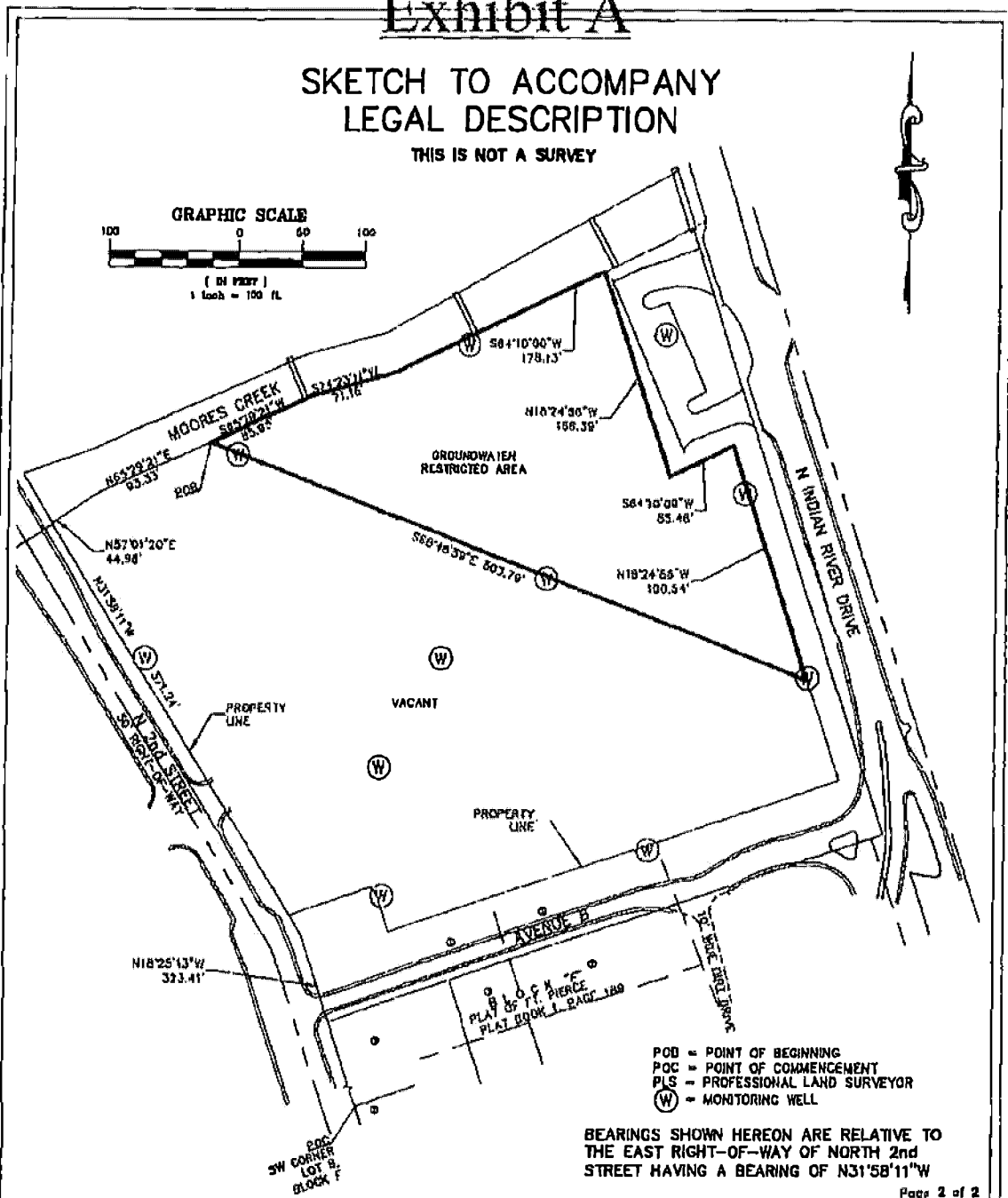
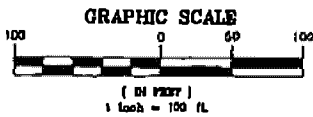
GROUNDWATER RESTRICTED AREA DESCRIPTION

JOB NO: 13-071_sbd.dwg	SCALE: N/A
DRAWN BY: GJM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PLS = PROFESSIONAL LAND SURVEYOR
- (W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11\"/>

P:\proj-2015\13-071 HD King Power Plant\Survey\13-071.ssd.dwg, 3/21/2017 3:45:57 PM



CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 2980 SOUTH 11 25th STREET • FORT PIERCE, FLORIDA 34981
 151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
 PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
 STATE OF FLORIDA CERTIFICATION No. LD-4746

GROUNDWATER RESTRICTED AREA SKETCH OF DESCRIPTION

JOB NO: 13-071.ssd.dwg	SCALE: 1"=100'
DRAWN BY: GJM	DATE: 3-17-2017

EXHIBIT "D"
Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: Kim Delaney, Ph.D.
 Director, Strategic Development & Policy
 Treasure Coast Regional Planning Council

FROM: WTL+a

DATE: August 9, 2019

RE: Summary Comments—Audubon Development Pro Forma Review
 H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of \$1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

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 202.885.9121 301.502.4171 774.538.6070



-
- (CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;
- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
 - **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of \$2,978,751. Based on hard and soft costs of \$60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the \$60.8 million in hard and soft costs, this would be \$4,866,000, not \$2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of \$5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually \$7,927,752. This reflects a difference of \$2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

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Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of \$333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed \$200,000 per year to a maximum of \$1.0 million. By reducing the annual TIF payment to \$200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by \$2.2 million—from \$48,651,100 to \$46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

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condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number (\$3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from \$333,333 (in years 1—3) to \$200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately \$1.7 million, but only \$1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or \$19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

WTL +a

Real Estate & Economic Advisors
 Washington, DC—Provincetown, MA
 202.885.9121 301.502.4171 774.538.6070

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20____, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in Exhibit "A", attached hereto and made a part hereof.

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

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20____, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King’s Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

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

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____



AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description: *(Name and Location)*

BOND

Date:

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

X: _____
Name and Title:

X: _____
Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract;

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4. and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

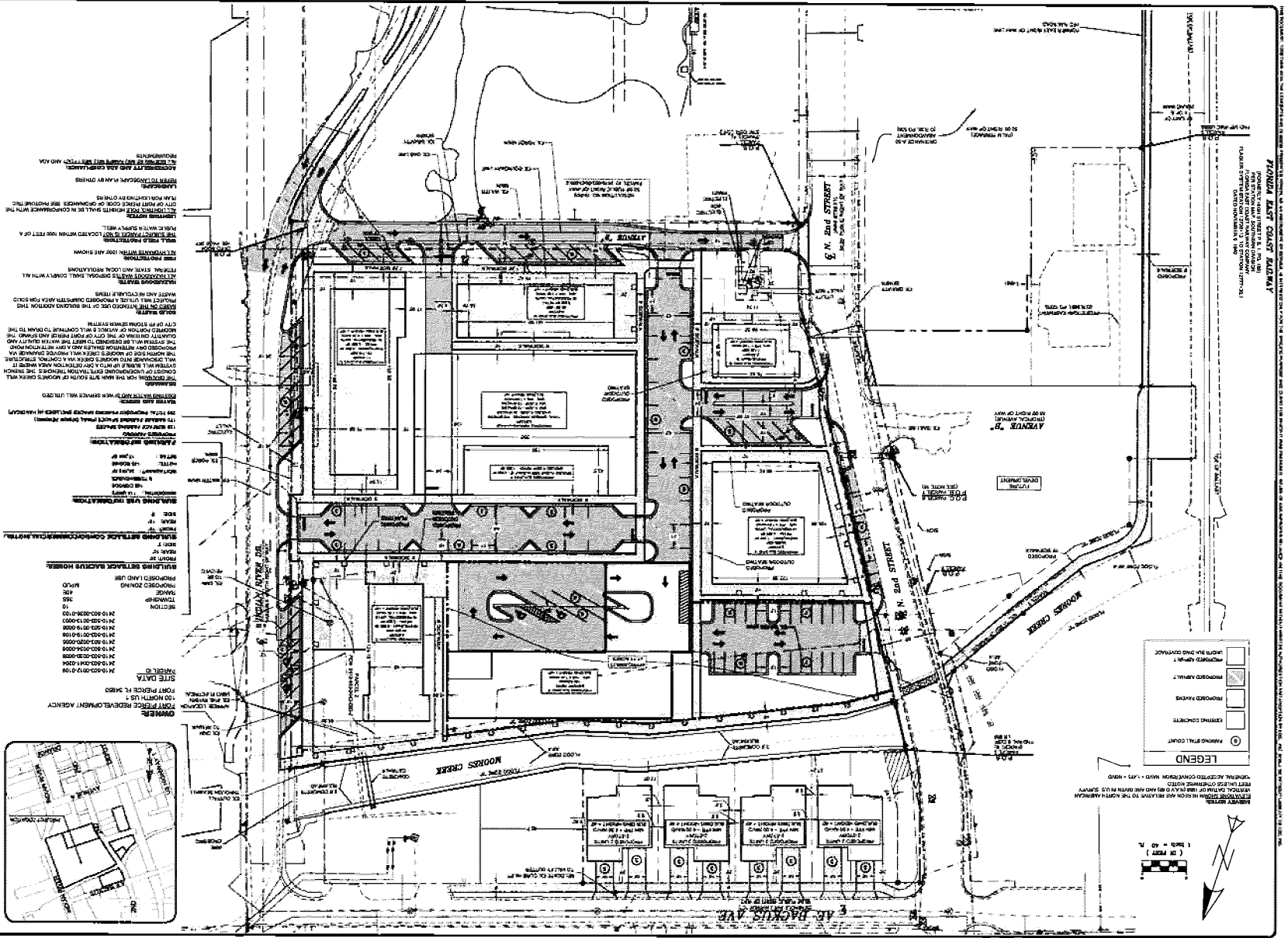
SURETY
Company: _____ (Corporate Seal)

X: _____
Name and Title:

X: _____
Name and Title:

DATE: 02/01/2011 10:51:00 AM User: j... Project: 19-361 Kings Landing Site Plan

EXHIBIT "H"
CONCEPTUAL SITE PLAN



PROPERTY AND ADJACENT PROPERTY:
 1. 19-361 KINGS LANDING SITE PLAN
 2. 19-362 KINGS LANDING SITE PLAN
 3. 19-363 KINGS LANDING SITE PLAN
 4. 19-364 KINGS LANDING SITE PLAN
 5. 19-365 KINGS LANDING SITE PLAN
 6. 19-366 KINGS LANDING SITE PLAN
 7. 19-367 KINGS LANDING SITE PLAN
 8. 19-368 KINGS LANDING SITE PLAN
 9. 19-369 KINGS LANDING SITE PLAN
 10. 19-370 KINGS LANDING SITE PLAN

1 OF 3

19-361

HID KING
KINGS LANDING
SITE PLAN

FLORIDA

ENGINEERS & ARCHITECTS
 15150 WILKIE MANORWAY
 PORT ST. LUCIE, FL 34957
 PHONE: 888-773-6633

DATE: 02/01/2011

April 5, 2024

Sara Hedges
City Attorney
shedges@cityoffortpierce.com
City of Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, Florida 34950

Re: Audubon Development, Inc.'s Response In Opposition to the City's Notice of Default

Ms. Hedges:

Jones Foster, P.A. represents Audubon Development, Inc. ("Audubon"). The Firm has been retained relative to the Amended and Restated Agreement for Development of King's Landing, executed February 8, 2022, and the First Amendment to the Amended and Restated Agreement for Development of King's Landing, executed November 8, 2022 (collectively, the "Development Agreement"). This letter responds to the purported Notice of Default, regarding an alleged missed permit deadline, issued by the City on March 21, 2024.

The City's Request for Proposals Regarding King's Landing

As you know, Audubon responded to the City's request for proposals ("RFP") relating to the "King's Landing" property (the "Property"). The H.D. King Powerplant (the "Powerplant") was previously located on the Property. The City represented (1) that the Powerplant was demolished, (2) that the Property was completely remediated, and (3) that the Property offered a "blank slate" for redevelopment.

The City's RFP provided no notice of demolition debris remaining on the Property and no notice of the significant title defects encumbering the Property. Relying on the City's representations, Audubon submitted its proposal. Audubon's proposal was found by the City to have presented the most advantageous proposal.

City Misrepresentations Relating to the Property

After the proposal's acceptance, the City's misrepresentations regarding the Property's readiness for development began to surface.



Scott G. Hawkins
Lainey W. Francisco
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com
lfrancisco@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

No Clear and Unencumbered Title

The City did not have clear and unencumbered title to the Property. Indeed, there were several title encumbrances that prevented development and required significant time and effort to resolve. Various parts of the property were formerly submerged lands and potentially subject to state sovereignty rights. The Property was also encumbered by multiple platted public roads that crossed through the site. The City failed to notify those participating in the RFP that the Property contained significant title encumbrances which would have to be resolved before the property could be developed. These title defects were not uncovered until Audubon obtained a title search and had already invested considerable time and money.

No Clean Slate for Redevelopment

Contrary to the City's representations, the Property was not fully remediated following the City's 2008 demolition of the Powerplant. In fact, 3-D radar imaging revealed demolition debris was buried on the site. The sub-surface condition made redevelopment in any significant manner impossible without removal of the debris. Excavation was required to determine the extent of the debris. Further, FDEP approval and supervision would be required to initiate that process.

Despite its responsibility for the 2008 demolition, the City failed to inform Audubon that significant portions of the Powerplant itself remained on the Property. Specifically, Audubon's excavation revealed that the Powerplant's concrete foundations, water intake ducts, and storage tanks were buried between 5 and 10 feet below the surface. Obviously, the Property was not fully remediated following the Powerplant's demolition and was certainly not a "blank slate" for redevelopment. Little more than a park could have been developed on the Property as it was, let alone the multi-story, waterfront structures requested by the City, which necessitated underground pilings.

Audubon Assists the City Despite its Misrepresentations

To move forward with the project, which has significant public support, Audubon agreed to work with the City to cure several title defects and to remediate the Property.

Audubon Helps Cure Title

Despite the City being contractually responsible for curing the title encumbrances, Audubon was forced to step in to help resolve the encumbrances to avoid delaying the project. Audubon's consultants researched and obtained historical records and facilitated discussions between the City and the State regarding the State disclaiming its potential sovereignty rights to the Property. Audubon also reviewed the plat dedications encumbering the Property and worked with the City on their release.

Audubon Remediates Demolition Debris

When the buried debris was discovered through soil boring and imaging, Audubon approached the City for a solution. The City refused to work with Audubon on removing the debris until a site plan was submitted. The City reasoned that it did not want to remove any more debris than was absolutely necessary. Audubon complied and worked with the City on several iterations of its site plan.

When the site plan was approved, the City still refused to remove the debris from the Property. Concerned that the City's behavior would continually delay the project, Audubon contacted the Florida Department of Environmental Protection ("FDEP") for permission to remove the debris. After months of working with the FDEP on the City's behalf, Audubon received approval for excavation.

Audubon began excavating the site and found entire portions of the Powerplant buried in the ground. In total, approximately 1,500 tons of concrete and debris were removed from the Property's subsurface. Audubon also filled the craters where the Powerplant's foundation and debris were removed. After 22 months and costs estimated to exceed 1.5 million dollars, the Property was deemed fully remediated by the FDEP in August 2023.

As a result of the City's misrepresentations regarding the Property's condition, Audubon incurred additional project delays that never could have been accounted for at the time of closing when project deadlines were set.

The City Delays the Project Review Process

The City promised Audubon a "fast-tracked" review process. Audubon relied on this promise. Despite the City's representation, Audubon was met with several planning and zoning delays by the City. Instead of "fast tracking", the City actually slow-rolled the review process.

City review was a necessary precursor to the submission of building plans and permits. The City's review delays consumed the time remaining in the agreed upon development schedule.

When the City issued its purported Notice of Default, Audubon was still waiting for the City's review of multiple items, which was required prior to submission of any building plan or permit.

The City Wrongfully Declares Default Against Audubon

The City issued its Notice of Default in relation to a purported missed building permit deadline. The City did so, despite being the cause of the delays relating to the missed deadline. On this basis, the City now attempts to declare Audubon's default and to retake the Property. Note, the Property has significantly increased in value as a result of Audubon's legal work and remediation efforts.

The City's Failure to Comply with the Development Agreement

The City cannot declare default without being in compliance with the Development Agreement, itself. The City's numerous misrepresentations constitute a violation of the Development Agreement.

Further, the City has yet to reimburse Audubon for the Property's debris remediation. Pursuant to Paragraph 27 of the Development Agreement, the City agreed "to promptly reimburse Audubon for the cost of the Debris Removal." Despite releasing a portion of the costs held in escrow, the City has yet to fully reimburse Audubon.

Due to its misrepresentations relating to the Property and its failure to reimburse Audubon for remediation of the Property, the City has failed to comply with its own obligations under the Development Agreement. Paragraph 10 of the Development Agreement mandates that the City first be in compliance with its provisions before alleging default. Thus, Audubon cannot be deemed to have defaulted, and the City's attempt to allege such default is wrongful and invalid. Any attempt by the City to retake the Property under these circumstances would represent a violation of due process and an interference with Audubon's protected property rights.

Audubon's Continued Commitment to King's Landing

Despite its frustration with the City's misrepresentations and delays, Audubon remains steadfast in its intent to provide the City with a beautiful mixed use development that enhances the value of the community. Audubon will submit modified deadlines and additional information to the City's officials. Audubon would welcome the opportunity to work with the City to come to a resolution that would benefit both parties and the community. However, if the City fails to rescind its purported Notice of Default by 5:00p.m. on April 12, 2024 and attempts to retake the Property, Audubon will have no choice but to defend its rights pursuant to the Development Agreement and the applicable laws.

Sincerely yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins

Scott G. Hawkins
Lainey W. Francisco

SGH:ZSF



May 1, 2023

Scott G. Hawkins, Esq.
Jones Foster PA
shawkins@jonesfoster.com

RE: Audubon Development, Inc. – Kings Landing

Dear Mr. Hawkins:

At its special meeting on Friday, April 19, 2024, the Mayor and City Commission considered your request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024 with regard to the Kings Landing project and the development agreement.

The Mayor and City Commission approved providing an additional 45 days to cure the default that was issued on March 21, 2024.

It is our understanding that Mr. Matteson will appear before the FPRA Board along with Marriott Corporation to present a revised plan and timeline for moving forward at the meeting on May 14, 2024.

Very truly yours,

Linda W. Cox
City Clerk

cc: Nick Mimms, City Manager
Sara Hedges, City Attorney

FPRA Regular Meeting - 5:05 p.m.

7. d.

Meeting Date: May 14, 2024

Re: Approval of an Interlocal Agreement between the Fort Pierce Redevelopment Agency and the Treasure Coast Regional Planning Council for a Redevelopment Master Plan for the Island Wastewater Treatment Plant Area

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

SUBJECT:

Approval of an Interlocal Agreement between the Fort Pierce Redevelopment Agency and the Treasure Coast Regional Planning Council for a Redevelopment Master Plan for the Island Wastewater Treatment Plant Area

SUMMARY:

The purpose of this Agreement is to memorialize the terms under which the Treasure Coast Regional Planning Council (TCRPC) will assist the Fort Pierce Redevelopment Agency (FPRA) with the creation of a Redevelopment Master Plan for the Island Wastewater Treatment Plant, Causeway Marina and RV Park, and St. Lucie County property north of Seaway Drive Causeway. TCRPC will solicit public input, develop a real estate market study, conduct a public design charrette, analyze potential redevelopment strategies, and determine recommended approaches to redevelop the Island Wastewater Treatment Plant.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Staff shall proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Nick Mimms, FPRA Director
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council
Dana Little, Urban Design Director, Treasure Coast Regional Planning Council
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Amount: \$234,080.00

OTHER INFORMATION:

N/A

Attachments

Interlocal Agreement

Memo from City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE FORT PIERCE REDEVELOPMENT AGENCY
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR A REDEVELOPMENT MASTER PLAN FOR THE
ISLAND WASTEWATER TREATMENT PLANT AREA**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2024 by and between the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce, a municipal agency of the State of Florida and having its principal address at 100 N. US Highway 1, Ft. Pierce, FL 34950 (herein referred to as “FPRA”) and the Treasure Coast Regional Planning Council (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The FPRA and TCRPC may sometimes be referred to herein as “Party” or collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the TCRPC is permitted to provide services to the FPRA as the TCRPC is established by the State of Florida and considered a public agency in accordance with state law; and

WHEREAS, the Fort Pierce Redevelopment Agency in the City of Fort Pierce, Florida, has determined that soliciting public input, developing a real estate market study, conducting a public design charrette, analyzing potential redevelopment strategies, and determining recommended approaches to redevelop the Island Wastewater Treatment Plant, Causeway Marina and RV Park, and St. Lucie County property north of Seaway Drive Causeway, all through a Redevelopment Master Plan, to be in the best interests of the residents and businesses of the City of Fort Pierce; and

WHEREAS, the Fort Pierce Redevelopment Agency and the TCRPC desire to enter into this Agreement to accomplish the activities identified above.

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

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the TCRPC will assist the FPRA with the creation of a Redevelopment Master Plan for the Island Wastewater Treatment Plant, Causeway Marina and RV Park, and St. Lucie County property north of Seaway Drive Causeway, including public outreach.
- B. The FPRA and the TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the Fort Pierce Redevelopment Agency and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the FPRA and the Treasure Coast Regional Planning Council, and the filing of a certified copy hereof with the Clerk of the Circuit Court of St. Lucie County, Florida.

SECTION 3. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both Parties and shall end when the deliverables are complete as identified in the Scope of Services contained in Attachment

“A” and Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.

- B. The TCRPC shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the FPRA.
- C. The FPRA and the TCRPC agree to be governed by applicable State and Federal laws, rules, and regulations.
- D. Modifications of this Agreement may be requested by either Party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each Party, and attached to the original Agreement.
- E. The FPRA agrees to:
 - 1. Assist in the development of documents necessary to create the plan;
 - 2. Provide all necessary public notice as required by Florida Statutes;
 - 3. Provide venues for all public workshops and meetings; and
 - 4. Process all requests for reimbursement in a timely manner.

SECTION 4. RECORD KEEPING

- A. The TCRPC shall retain all records related to this Agreement for a time period consistent with the State of Florida Public Records Retention Schedule, as may be amended from time to time.
- B. The TCRPC shall allow access to its records during normal business hours and upon reasonable advance requests of the FPRA, its employees and agents.

SECTION 5. TERMINATION

This Agreement may be terminated for convenience by either Party on thirty (30) days written notice, or for cause if either Party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The FPRA shall be obligated to pay the TCRPC for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 6. REMEDIES

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to

every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 7. INDEMNIFICATION

Each Party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other Party, and the other Party's respective officers, employees, servants or agents from each Party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the Parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

SECTION 8. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 9. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by the Parties hereto in accordance with Section 3.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the FPRA:

Nick Mimms, Director
Fort Pierce Redevelopment Agency
100 North U.S. Highway 1
Ft. Pierce, FL 34950

For the TCRPC:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 11. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the Scope of Services as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the FPRA agrees to pay the TCRPC a fixed fee not to exceed the fee schedule and allowances provide for in Attachment “A”; which includes travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the services provided. Advertising, promotional, and meeting venue expenses, if any, are not within the scope of TCRPC fees and will be paid directly by the FPRA.
- B. The satisfactory completion of deliverables by the TCRPC, in accordance with general industry standards and best practices and submission of an invoice to the FPRA, shall be considered the TCRPC’s request for payment according to the project milestone schedule contained in Attachment “A”. The FPRA shall pay the TCRPC within thirty (30) days of receipt of an invoice.

SECTION 12. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in St. Lucie County, Florida.

SECTION 13. ATTORNEY’S FEES

Any costs or expense (including reasonable attorney’s fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties, however, this clause pertains only to the Parties to this Agreement.

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the FPRA or the TCRPC.

SECTION 15. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

SECTION 16. EQUAL OPPORTUNITY PROVISION

The FPRA and the TCRPC agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination, under any activity carried out in the performance of the Agreement.

SECTION 17. PUBLIC RECORDS

In performing services pursuant to this Agreement, the TCRPC shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the TCRPC shall:

- A. Keep and maintain public records required by the FPRA to perform this service.
- B. Upon request from the FPRA's custodian of public records, provide the FPRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the TCRPC does not transfer the records to the FPRA.
- D. Upon completion of the Agreement, transfer, at no cost, to the FPRA all public records in possession of the TCRPC or keep and maintain public records required by the FPRA to perform the services. If the TCRPC transfers all public records to the FPRA upon

completion of the Agreement, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TCRPC keeps and maintains public records upon completion of the Agreement, the TCRPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the FPRA, upon request from the FPRA's custodian of public records, in a format that is compatible with the information technology systems of the FPRA.

IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK LINDA COX, RECORDS CUSTODIAN FOR THE FPRA, AT: (772) 467-3065; LCOX@CITYOFFTPIERCE.COM; 100 NORTH U.S. HIGHWAY 1, FT. PIERCE, FL 34950.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Fort Pierce Redevelopment Agency

ATTEST:

By: _____
Linda Cox
City Clerk

By: _____
Linda Hudson
Chairperson

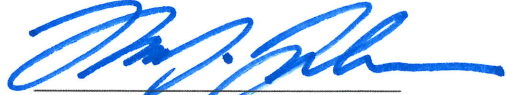
Approved as to form and legal sufficiency:

By: _____
Sara Hedges
City Attorney

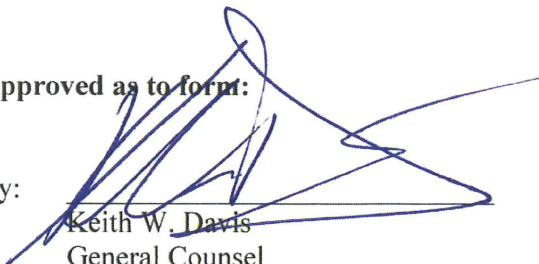
Treasure Coast Regional Planning Council

ATTEST:

By:  _____
Phyllis Castro
Accounting Manager

By:  _____
Thomas J. Lananhan
Executive Director

Approved as to form:

By:  _____
Keith W. Davis
General Counsel

ATTACHMENT A

SCOPE OF SERVICES

PUBLIC DESIGN CHARRETTE AND COMMUNITY VISION MASTER PLAN ISLAND WASTEWATER TREATMENT PLANT CITY OF FORT PIERCE, FLORIDA

APRIL 2023

PROJECT DESCRIPTION:

The Fort Pierce Redevelopment Agency (FPRA) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to solicit public input, develop a real estate market study, conduct a public design charrette, analyze potential redevelopment strategies, and provide recommendations for a desired redevelopment of the Island Wastewater Treatment Plant, the adjacent Causeway Cove Marina and RV Park, and the adjacent St. Lucie County parcels north of the Seaway Drive Causeway (US A1A). The Fort Pierce Utility Authority's Island Wastewater Treatment Plant is to be decommissioned and the FPRA is looking for community input as to an appropriate redevelopment for the area. The geographic study area for the project, and a breakdown of individual parcels that are to be studied, can be found in Attachment C of this proposal. The Scope of Services will include the following:

- Undertake due diligence research to assess land use, planning, and physical conditions within the study area;
- Conduct title work for each of the affected parcels to understand any easements or other encumbrances to clean title and redevelopment;
- Develop a boundary survey of all parcels, including the right of way for the Seaway Drive Causeway, which will map any easements and/or encumbrances discovered in the parcel title work;
- Conduct a structured series of public input activities, including stakeholder interviews, meetings with property owners, and presentations to the City Commission, the FPRA Board, and the Planning Board;
- The development of a Real Estate Market Study which reviews existing market conditions, and demographics, and analyzes key market trends and potentials within the study area (residential, office, retail, hospitality sectors), the City of Fort Pierce, and relevant areas within the region;

- Conduct a five-day, on-site public design charrette to solicit input from the public on a range of topics including the appropriate scale and aesthetic of future redevelopment, concepts for appropriate uses, and connectivity, and recommend a holistic approach to future improvements for all of the parcels in the study area; and
- Develop a Master Plan document that illustrates design concepts and redevelopment strategies discussed with the community as well as steps for implementing the desired vision for the Island Wastewater Treatment Plant and adjacent parcels.

SCOPE OF SERVICES

Task 1: Staff Work Session #1 and Due Diligence Overview

Staff Work Session #1

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; gather background data; review general market, infrastructure and development activity; identify stakeholders for interviews; and refine the project schedule as needed. The FPRA will provide all regulatory, project development history and activity, and other relevant data and GIS base map data as needed for the project. Additional staff work sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members of the project mission and goals. Staff Work Session #1 will be scheduled with FPRA, City, and County staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

Due Diligence Overview

Base Documentation

The TCRPC team will develop, with assistance from FPRA staff, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, permits, utilities, financial and infrastructure documents, and other data as appropriate.

Site Reconnaissance

The TCRPC team will conduct fieldwork and site reconnaissance to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with City and FPRA staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

Study Area Parcels Title Work

The TCRPC team will develop the necessary title research for each of the affected parcels in the study area. This title work will identify any easements or encumbrances to redevelopment or improvement to the sites.

Study Area Boundary Survey

The TCRPC team will procure a boundary survey, with corner site elevations, which will identify the subject parcels and depict any easements or site encumbrances identified in the parcel title work.

Real Estate Market Study

The economic analysis for the Fort Pierce Island Wastewater Treatment Plant Charrette and Master Plan is intended to focus on those “building blocks” that will guide the FPRA in prioritizing future redevelopment decisions and asset allocation. In short, the five key components of the economic analysis will include:

- Stakeholder Interviews
- Demographic & Economic Profile
- Real Estate Market Conditions
- Market and Development Potentials
- Implementation Issues

Task 1 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Session #1 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
2. Parcel title work report
3. Study area boundary survey
4. Draft Real Estate Market Findings

Task 2: Host Committee

TCRPC will, with the assistance of the FPRA staff and elected officials, assemble a Charrette Host Committee, which is essential for successful charrette and pre-charrette planning logistics (e.g., meeting/charrette venues, notification, public outreach). The committee will be comprised of approximately seven to ten residents, business owners, community leaders, and similar local representatives. Host Committee members are also encouraged to participate in the public charrette activities. TCRPC will schedule four to six Host Committee meetings prior to the charrette process.

Task 3: Stakeholder Interviews

Stakeholder Interviews

To further inform the analysis, the TCRPC team will conduct up to twenty (20) stakeholder interviews either at the FPRA offices or virtually. The interviews will be designed to further inform the TCRPC team as to the opportunities, challenges and desired vision for future growth and redevelopment within the study area. Interviewees are anticipated to include members of the FPRA Board, FPRA staff, City and County staff, property owners, investors, and residents as well as representatives of other public agencies as appropriate. FPRA staff will identify recommended interviewees, and TCRPC will be responsible for interview logistics, scheduling and facilitation.

Task 2 and 3 Deliverables

Specific deliverables will include:

- a. Host Committee Meeting
- b. Stakeholder Interviews
- c. Charrette logistics

Task 4: Public Design Charrette

In order to address the unique characteristics within and adjacent to the study area, and to provide adequate public involvement and engagement, TCRPC will conduct a five-day, on-site, public design charrette. The charrette will be open to all who are interested, and attendance will not be restricted to one segment of the community or another. The TCRPC team will establish an on-site “studio” where the team will work for the duration of the charrette. The following is a detailed description of the charrette process.

Saturday Public Design Workshop

The public design workshop will be held on a Saturday morning in an easy-to-find, well-known location within the City suitable for group gatherings and PowerPoint presentations. TCRPC staff will work closely with FPRA staff to estimate potential attendance at the workshop in order to provide enough space and refreshments. The workshop space will be organized around 8-10 banquet tables (that accommodate 8-10 people each) with ample space for ease of movement around the tables. TCRPC will provide a team of architects, urban designers, and economists (8-10) who will serve as facilitators at each table. Their role will be to assist the participants in recording their ideas on paper. The workshop and presentations will be videoed and photographed. The agenda for the Saturday workshop is as follows:

1. Greetings and opening presentation
 - a. TCRPC staff to deliver a PowerPoint presentation on the workshop purpose, initial reconnaissance findings, and expectations for the day.

- b. Coffee, water, and refreshments to be provided.

2. Table sessions

- a. After the opening presentation, each table of participants will be asked to develop a map/drawing/list of their ideas and desires as related to the workshop program and study area. Each table will be provided with a detailed base map on which to develop their ideas.
- b. Each table participant will sign their name on the document, and one member from the table (not a facilitator) will be selected by the group to present their ideas after lunch.
- c. The TCRPC design team will work with each table to discuss and articulate their ideas. The design team will have been briefed on the project study area and conditions beforehand.
- d. Table sessions will last for 2-3 hours, until lunch is provided.

3. Lunch

- a. Lunch and beverages will be provided at the workshop location.
- b. Typically, teams will work through lunch if necessary.

4. Table Presentations

- a. Each table will be asked to pin-up and present their ideas to the rest of the group via their selected presenter.
- b. All workshop participants are asked to listen to each table presentation and provide comments and questions after each presentation.
- c. The table presentations are a valuable tool in getting community members to see consensus in seemingly disparate ideas.

5. Wrap-up

- a. After the table presentations and all questions have been addressed, TCRPC staff will conclude by outlining the next steps for the process.
- b. During the conclusion of the public design workshop, TCRPC staff will give clear instructions for the location of the public design studio and invite all to visit the studio during the following charrette week.

Charrette Design Studio

The charrette design studio is a workspace within the study area where the team will develop the ideas and solutions to issues discussed during the public design workshop. The team will work in the studio from Sunday until Wednesday evening. The studio will typically be open to the public from 9:00 am until 9:00 pm (with breaks for lunch and dinner). This open studio environment is

a critical component of the public outreach process for developing the design scenarios for the subject area. Individuals who may have missed the Saturday session, or who have more to discuss, can come to the studio at their leisure. Experience has shown that providing this open working environment is greatly appreciated by the public who attend. Often community issues or concerns are revealed and addressed in the studio while working with the citizens.

Work-in-Progress Presentation

Within two weeks after the conclusion of the design charrette, the team will provide a Work-in-Progress presentation at a location to be determined. This presentation will identify the issues raised during the Saturday workshop and throughout the charrette and chronicle how those issues have been addressed. This will be the first comprehensive look at the developing design scenarios for the subject area. The presentation will be open to the public, there will be time for questions and answers, and the venue will be centrally located.

Task 4 Deliverables

Specific deliverables will include:

1. Complete the five-day, on-site, public design charrette
2. Deliver the charrette work-in-progress presentation
3. Develop specific area designs and an overall Master Plan

The FPRA will be responsible for providing venues for the Saturday workshop, the design studio, and the work in progress presentation.

Task 5: Develop Conceptual Redevelopment Master Plan and Strategic Recommendations

Redevelopment Master Plan

Working with FPRA staff, and based on input derived through the design charrette, TCRPC will continue to develop the master plan, support images, special areas such as the bridge, and analyses illustrating the community vision. There will also be a review of existing codes, procedures, and the potential for architectural design guidelines. The master plan will include design scenarios which identify potential redevelopment quantities, renderings, and analysis, as needed.

Strategic Recommendations

TCRPC will develop recommendations for implementing the vision which might include development incentives and may include recommendations for revisions/updates to the City's Comprehensive Plan and Land Development Regulations. The recommendations will consider the preferred mechanism for updating the regulations (i.e. overlay zones, limited-duration incentives, City-initiated re-zoning, etc.).

Task 6: Project Report and Presentations to the City and FPRA

Project Report

TCRPC will assemble all project data, findings, Master Plan recommendations, and implementation strategies into a draft Project Report that will include summaries of public input, all design concepts and renderings, and all work products developed in the tasks described above. The draft Project Report will be provided to staff for up-to two (2) rounds of consolidated edits, which will be incorporated into a final Project Report.

Presentations to the City Commission, FPRA Board, and Planning Board

After the submittal of the Final Report, TCRPC will be available for up-to four (4) presentations to the City Commission, FPRA Board, CRA Advisory Committee, and Planning Board, as directed. TCRPC will coordinate the scheduling and content of the presentations with FPRA staff.

Task 6 Deliverables

Specific deliverables will include:

1. Project Report (draft and final)
2. Final Market Study Report
3. City Commission, FPRA Board, CRA Advisory Committee, and Planning Board Presentations and Documentation

DELIVERABLES:

DELIVERABLE	FORMAT
Agendas, Sign-In Sheets and Meeting Notes from Staff Work Sessions	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables	Electronic copies in ArcGIS and PDF formats
Project and Workshop Presentations delivered throughout the process	Electronic copies in Power Point & PDF formats
Real Estate Market Study, Redevelopment Concepts and Strategies for Implementation	Electronic copy in PDF format
Project Report	Electronic copy in PDF format

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of **\$234,080.00 (Two Hundred Thirty-four Thousand Eighty Dollars and Zero Cents)**. The total fee includes travel, attendance at all required public meetings and workshops, out-of-pocket

expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or promotional materials, which shall be arranged for and paid by the FPRA. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour.

Revisions to the City’s Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports are not included in this Scope of Services.

PROJECT MILESTONE	%	PYMT AMT
Notice to Proceed	15%	\$35,112.00
Task 4 Public Design Charrette (At completion of the five-day charrette)	50%	\$117,040.00
Task 5 Draft Master Plan (Draft Concept Plans and Recommended Implementation Strategies)	25%	\$58,520.00
Task 6 Submittal of Final Report	10%	\$23,408.00
TOTAL	100%	\$234,080.00

ANTICIPATED SCHEDULE:

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in May 2024, is included as Attachment B.

**ATTACHMENT B
 ANTICIPATED SCHEDULE
 City of Fort Pierce
 Island Wastewater Treatment Plant
 Public Design Charrette and Master Plan**

Fort Pierce - Island Wastewater Treatment Plant - Public Design Charrette and Community Master Plan		2024							2025					
		M	J	J	A	S	O	N	D	J	F	M	A	M
PROJECT SCHEDULE		2ND Q		3RD QTR			4TH QTR		1ST QTR			2ND Q		
Task 1	STAFF WORK SESSION #1 AND DUE DILIGENCE OVERVIEW	█	█	█										
Task 2	HOST COMMITTEE			█	█	█								
Task 3	STAKEHOLDER INTERVIEWS			█	█	█								
Task 4	ON-SITE, 5 DAY PUBLIC DESIGN CHARRETTE						█							
Task 5	DRAFT REDEVELOPMENT MASTER PLAN AND DRAFT RECOMMENDATIONS						█	█	█	█				
Task 6	PROJECT REPORT AND PRESENTATIONS TO CRA AND CITY									█	█	█	█	

ATTACHMENT C
Study Area Parcels
City of Fort Pierce
Island Wastewater Treatment Plant
Public Design Charrette and Master Plan

OVERALL STUDY AREA



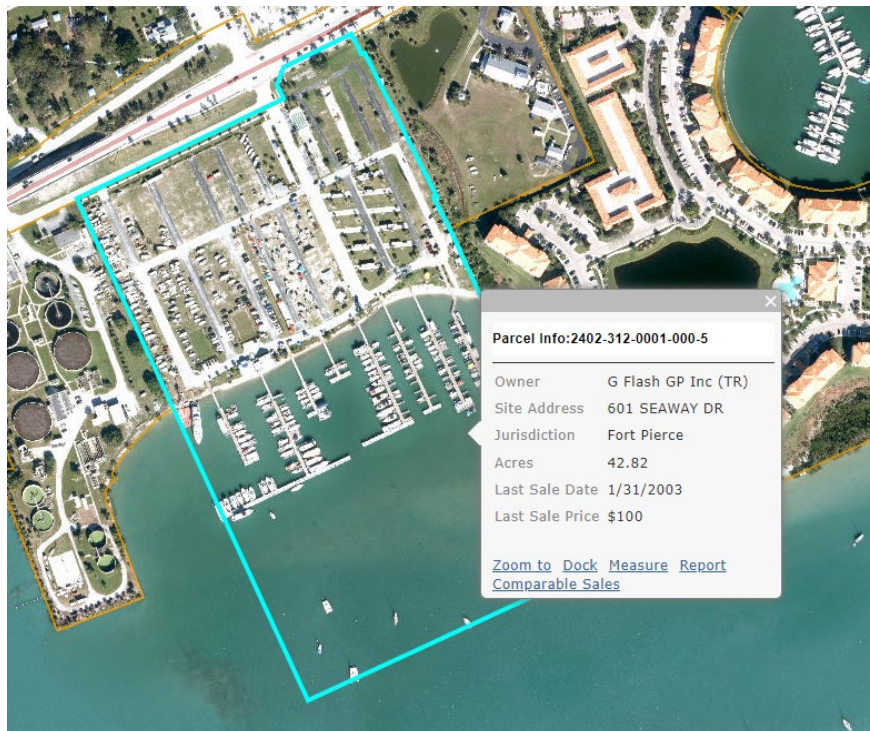
SUBJECT PARCELS:



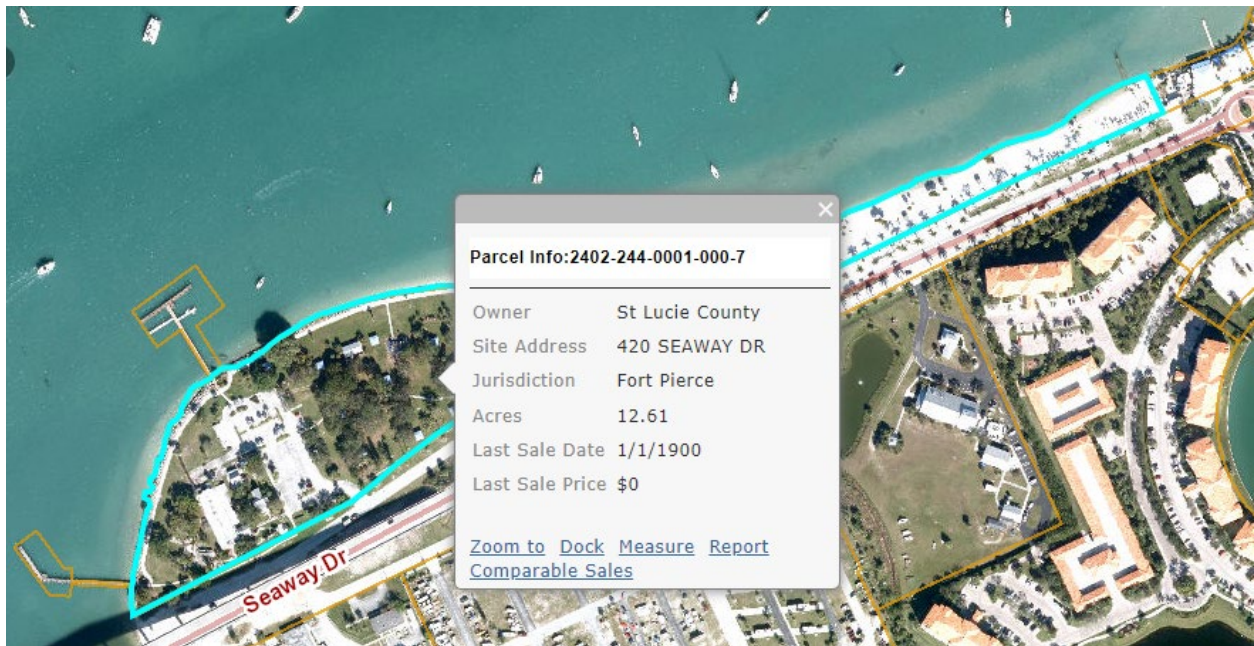
WASTE-WATER TREATMENT FACILITY (ISLAND WASTE- WATER TREATMENT FACILITY)



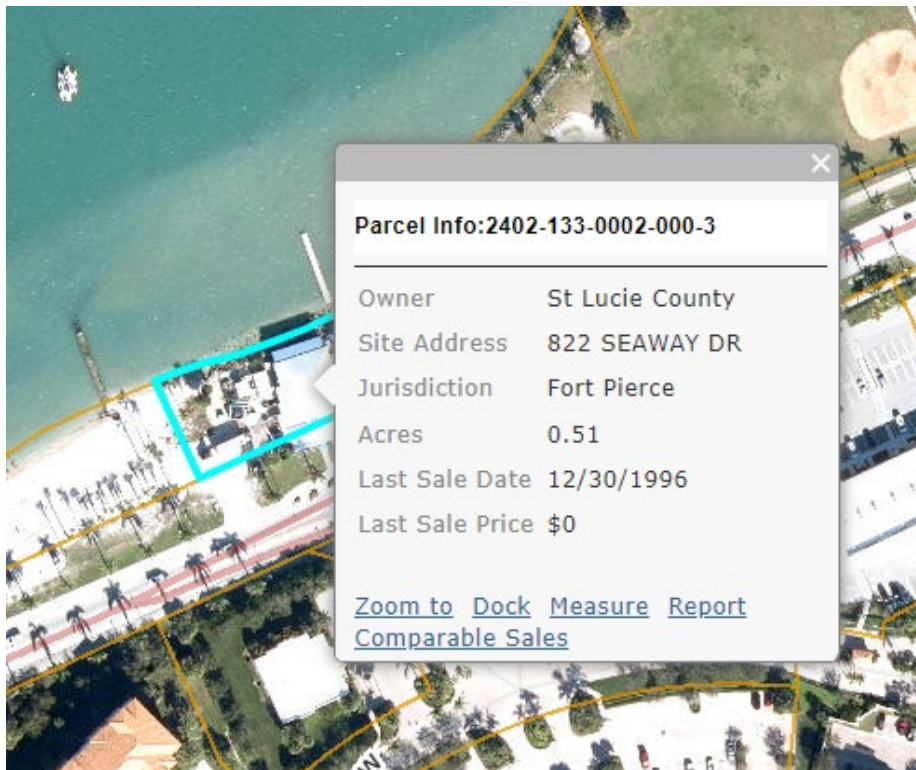
CAUSEWAY COVE MARINA



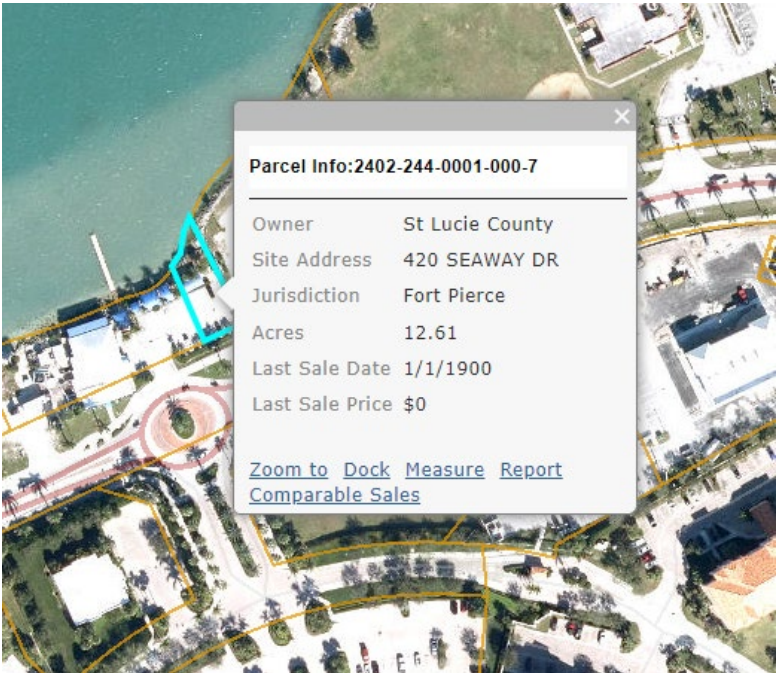
ST LUCIE COUNTY PUBLIC PARK (WAS STATE OF FLORIDA UNTIL 9/2023)



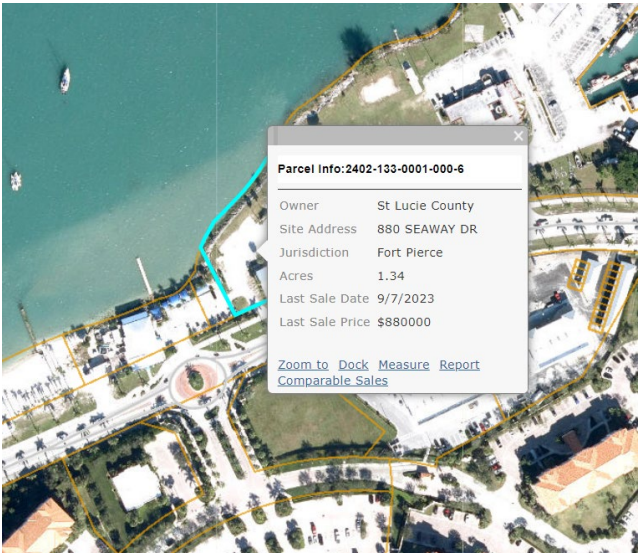
CHUCK'S SEAFOOD RESTAURANT



SMALL COUNTY PARCEL – PART OF LARGER 12.61 ACRE STATE PARCEL



SLC COUNTY FIRE DEPARTMENT





TO: SARA DELGADO, REDEVELOPMENT ASSISTANT

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: INTERLOCAL AGREEMENT BETWEEN THE FPRA AND THE TCRPC FOR A REDEVELOPMENT
MASTER PLAN FOR THE ISLAND WASTEWATER TREATMENT PLANT

CAO RLS FILE: RLS 24-209

DATE: MAY 9, 2024

I have reviewed the above Request for Legal Services (RLS) related to an Interlocal Agreement between the Fort Pierce Redevelopment Agency and Treasure Coast Regional Planning Council. I reviewed the Agreement, Exhibit A, Exhibit B, and Exhibit C. The documents are approved as to form and correctness.

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

Thank you.
SH/mm

FPRA Regular Meeting - 5:05 p.m.

8. a.

Meeting Date: May 14, 2024

Re: King's Landing

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

King's Landing Update

Attachments

Revised Schedule

Presentation

Reset Schedule

Fort Pierce Model



ID	Task Mode	Task Name	Start	Finish	Timeline																																
					2024	Half 2, 2024				Half 1, 2025			Half 2, 2025			Half 1, 2026			Half 2, 2026			Half 1, 2027			Half 2, 2027			Half 1, 2028			Half 2, 2028						
					M	M	J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M	M	J	S	N				
1		City Council Meeting	Tue 5/14/24	Tue 5/14/24		5/14																															
2		Reset Dates of Contract (1mth)	Wed 5/15/24	Tue 6/11/24																																	
3		Hotel Timeframes	Wed 6/12/24	Tue 8/31/27																																	
4		Finalize Contracts (3mths)	Wed 6/12/24	Tue 9/3/24																																	
5		Design Time (8mths)	Wed 9/4/24	Tue 4/15/25																																	
6		Vertical DPCR Approval (2mths)	Wed 4/16/25	Tue 6/10/25																																	
7		Vertical Permitting (3mths)	Wed 6/11/25	Tue 9/2/25																																	
8		Construction Timeframe (2yrs)	Wed 9/3/25	Tue 8/31/27																																	
9		Infrastructure Timeframes	Wed 6/12/24	Tue 9/2/25																																	
10		Mobilize/Procurment (3mths)	Wed 6/12/24	Tue 9/3/24																																	
11		Construction Timeframe (1yr)	Wed 9/4/24	Tue 9/2/25																																	
12		Villas' Timeframes	Wed 6/12/24	Tue 9/30/25																																	
13		Mobilize/Procurment (3mths)	Wed 6/12/24	Tue 9/3/24																																	
14		Construction Timeframe (14mths)	Wed 9/4/24	Tue 9/30/25																																	
15		Phase II Condos/Garage	Wed 9/4/24	Tue 10/10/28																																	
16		Finalize Contracts (3mths)	Wed 9/4/24	Tue 11/26/24																																	
17		Design Documents (1yr)	Wed 11/27/24	Tue 11/25/25																																	
18		Vertical DPCR Approval (2mths)	Wed 11/26/25	Tue 1/20/26																																	
19		Vertical Permitting (3mths)	Wed 1/21/26	Tue 4/14/26																																	
20		Construction Timeframe (2.6yrs)	Wed 4/15/26	Tue 10/10/28																																	
21		Phase III Restaurant Building & Courtyard Multi-use Building	Wed 1/6/27	Tue 10/10/28																																	
22		Design Documents (6mths)	Wed 1/6/27	Tue 6/22/27																																	
23		Verical DPCR Approval (2mths)	Wed 6/23/27	Tue 7/20/27																																	
24		Vertical Permitting (3mths)	Wed 7/21/27	Tue 10/12/27																																	
25		Construction Timeframe (1yr)	Wed 10/13/27	Tue 10/10/28																																	



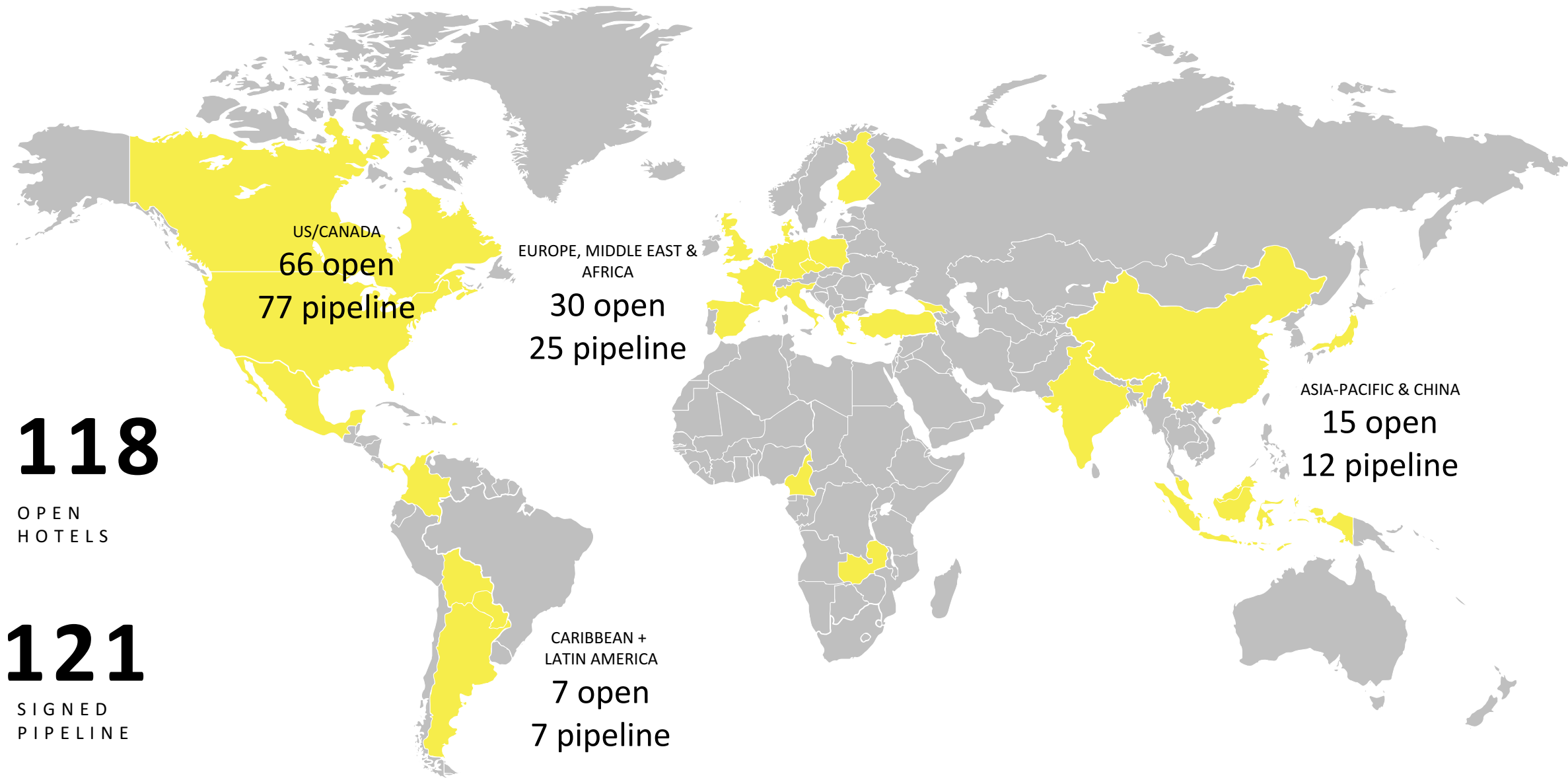
**TRIBUTE PORTFOLIO
KING'S LANDING FORT PIERCE, FL
LIFESTYLE HOTEL
AUDUBON DEVELOPMENT**

The image shows a modern restaurant interior with a focus on green velvet seating and round tables. The ceiling is industrial, with exposed pipes and large, white, spherical pendant lights hanging from black metal frames. The walls are textured, and there are large windows on the left side. The overall atmosphere is contemporary and stylish.

THE BRAND: TRIBUTE PORTFOLIO

BRAND GROWTH | GLOBAL FOOTPRINT + PIPELINE

TRIBUTE
PORTFOLIO



BRAND PILLARS

Proof points for bringing the Tribute Portfolio brand to life across our family of independent hotels.

Captivating Design

Striking design moments that are unique, purposeful, and confident.

Bold use of color. Noteworthy art installations.
Playful use of scale.

Carefully curated interiors reflect our guests. With our unique personality, we make them feel at home in spaces as unconventional as themselves.

Vibrant Social Spaces

Destination bars and dining outlets act like living rooms. They capture the spirit of the community and attract hotel guests and locals alike.

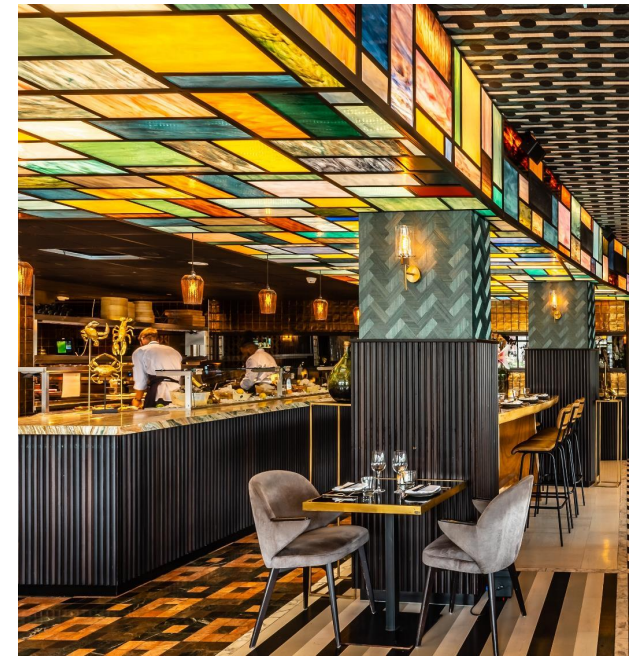
Unique food & beverage experiences reflecting the hotel's character to create unforgettable memories for modern mavericks.

Sincere Service

We enthusiastically believe that service should feel approachable and genuine; it can be delivered by both people and design.

Deliver unexpected moments throughout the hotel that exude boutique hospitality.

Guests should walk away from a Tribute Portfolio hotel with memories of genuine interaction with staff.



Tribute Portfolio requirement

Hotel brand narrative

A branding requirement designed to help our hotels define their personality and position them for success:

- Hotel Positioning Statement:
 - *This is an articulation of what your hotel stands for and your points of differentiation against the competition.*
- Brand values/pillars
 - *Tenants that guide your behavior and actions.*
- Hotel brand identity which includes the following:
 - *Hotel logo and/or graphic icon*
 - *Typography of fonts, materials and color palette for the hotel*
 - *Style guide for the usage of logo, typography and color palette*
- Key Messaging:
 - *This describes how the hotel positioning is brought to life via the look, feel and tone of voice for all written and verbal staff communications.*



**original
branding**

Each property in the Tribute Portfolio is one of a kind. Every aspect of the hotel – visual identity, design, service style – is driven by its unique branding.



**design
vision**

Principles and Attributes act as a framework that infuses Tribute's energy and emotion down to the details – all channeled through the story of the property.



**notable
execution**

When properly executed, the combo of branding design, and service brings it all together in 3D.

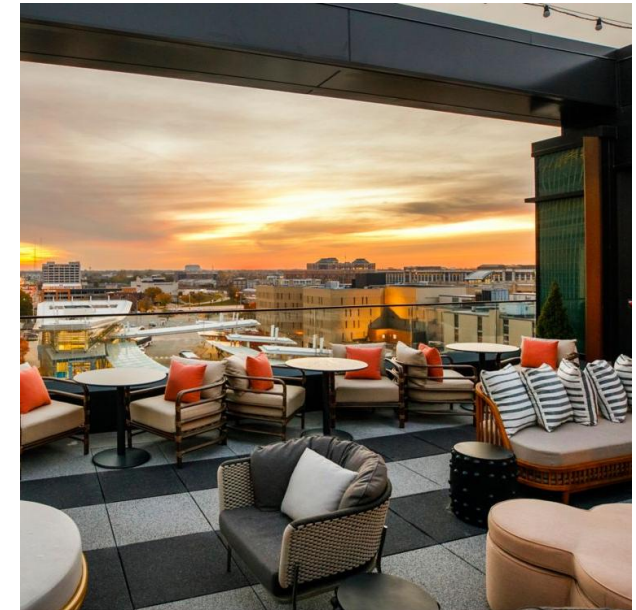
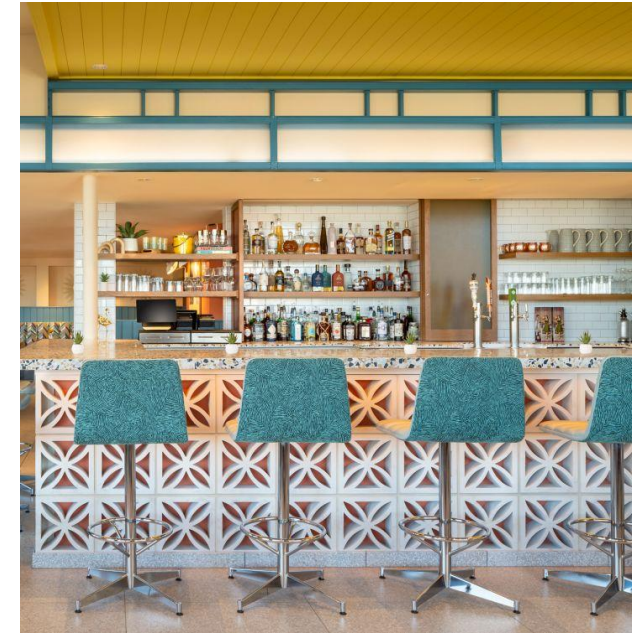
STANDARDS

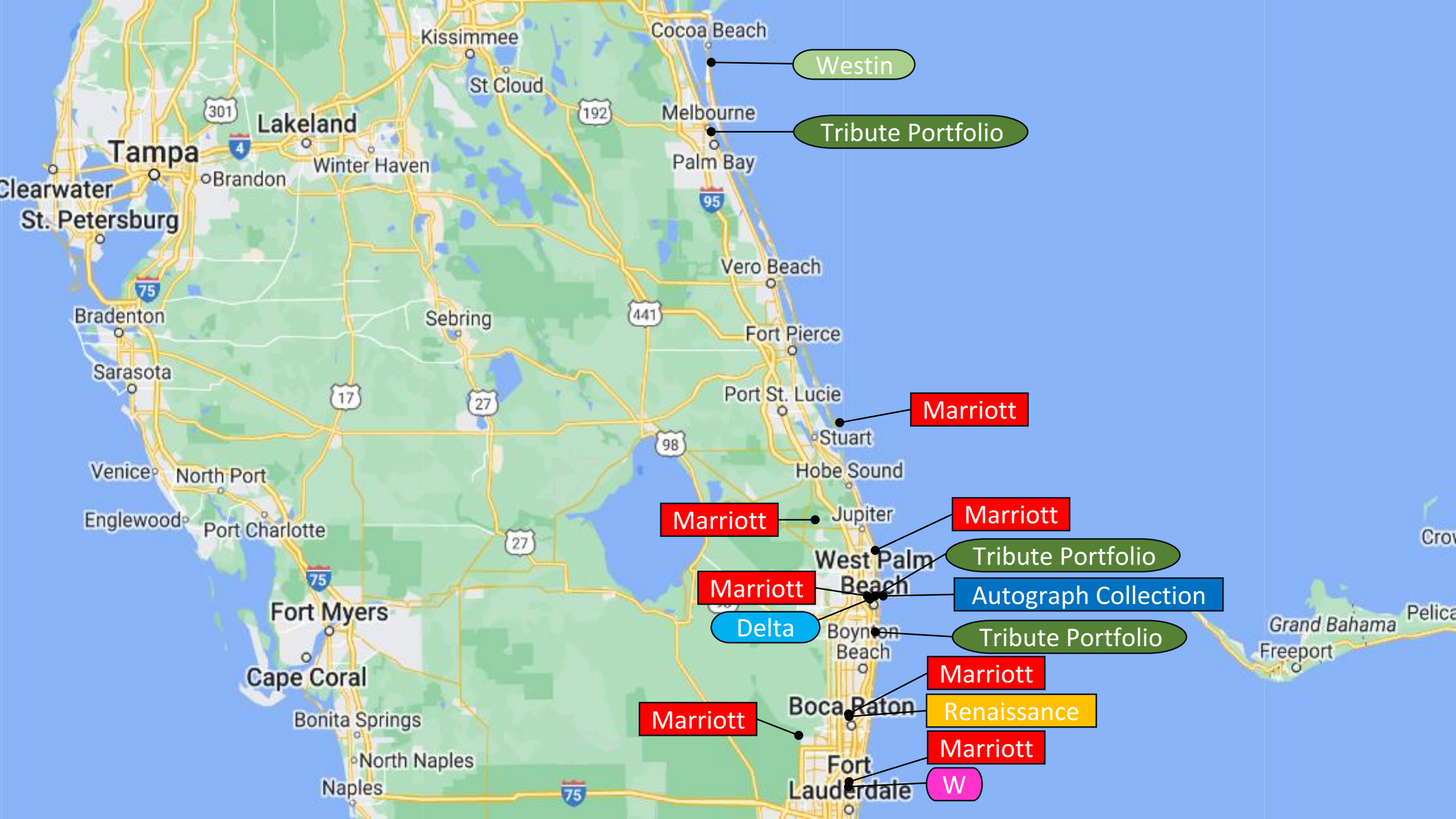
Design

- Minimum guestroom size is 240 SF (King) and 265 SF (Double Queen)
- 1,000 SF Fitness Center
- Optionality for rooftop bar, meeting space, and pool (market-driven)
- Activated and experiential F&B incorporated into the lobby

Operations

- Meal service required for breakfast & dinner (lunch service is market-driven)
- Flexible location-driven F&B model can be creatively delivered
- Focus on beverages and lighter menu accepted
- Room service, concierge, valet, and bellman are not required (can be turned on and off based on seasonality)





Westin

Tribute Portfolio

Marriott

Marriott

Marriott

Tribute Portfolio

Marriott

Autograph Collection

Delta

Tribute Portfolio

Marriott

Renaissance

Marriott

Marriott

W

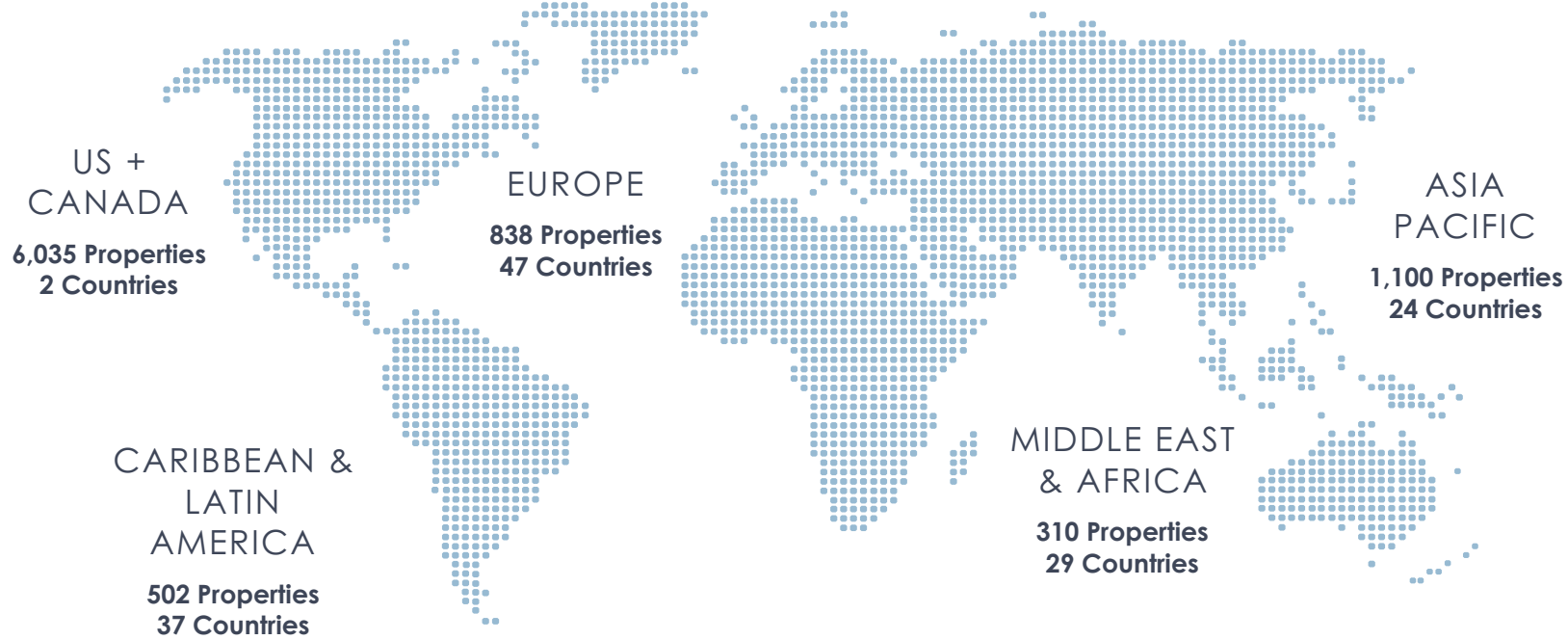


THE POWER OF MARRIOTT

GLOBAL DISTRIBUTION

More Choice, More Value, More Access

The Marriott portfolio drives global consumer awareness and offers unprecedented access to guests around the world — and provides owners significant economies of scale.



~8,900+
PROPERTIES

139
COUNTRIES & TERRITORIES

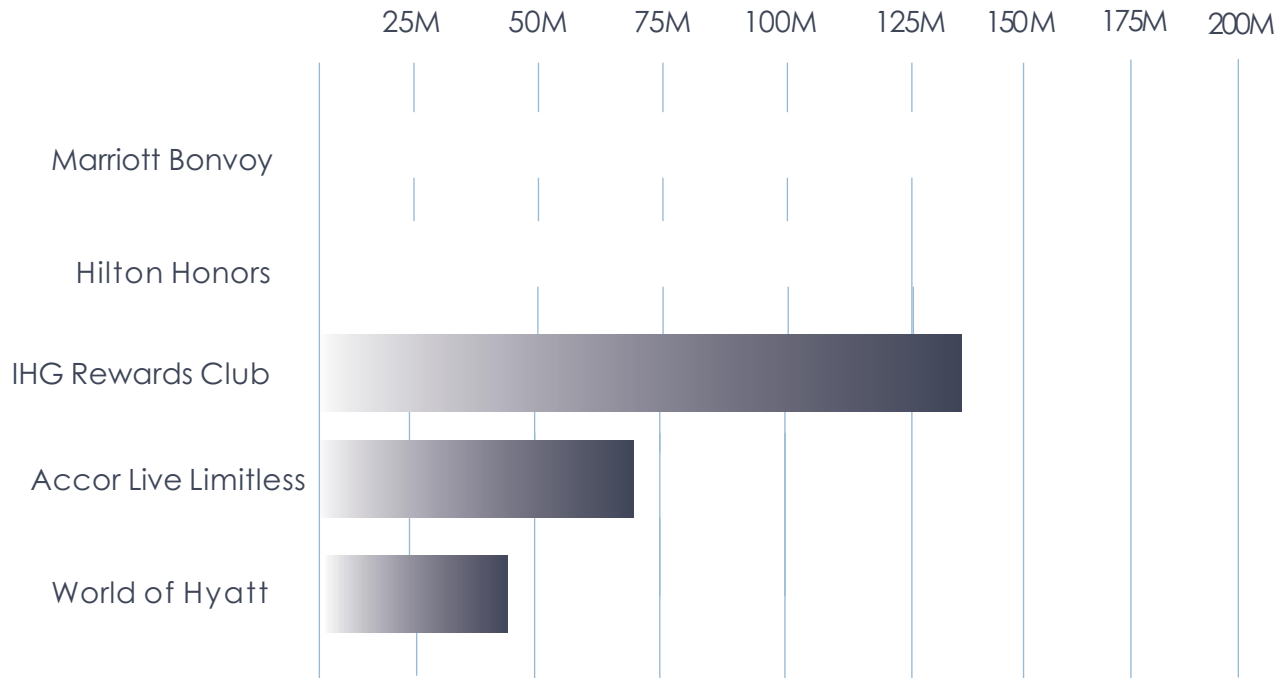
Source: Marriott International Earnings Q4 2023. Includes hotels, residences, and timeshare.

LEADING LOYALTY

Largest, Most Valuable Membership

MARRIOTT
BONVOY™

200M+ LOYALTY MEMBERS



Source: Loyalty Analytics
Source: Competitor program websites/press releases

MEMBERS STAY MORE

Over 50% of total sold room-nights
1 out of 2 Marriott occupied rooms

MEMBERS SPEND MORE

10% higher ADR
More ancillary items like food and spa

MEMBERS BOOK DIRECT

Lower partner fees by booking through
direct channels
Lower program costs and charge
out rates

LOWEST CHARGE-OUT
RATES IN THE INDUSTRY

RESPECTED REPUTATION

An Affiliation Trusted Around the World

When affiliated with your project, the Marriott name offers assurance and instills confidence in key audiences including lenders, consumers and top talent interested in an opportunity to learn from the best in the business and join an esteemed hospitality network.



FINANCING

Put the power of the Marriott name behind everything you do.



TOP TALENT

Give key leaders and employees a reason to join your team.



GUEST LOYALTY

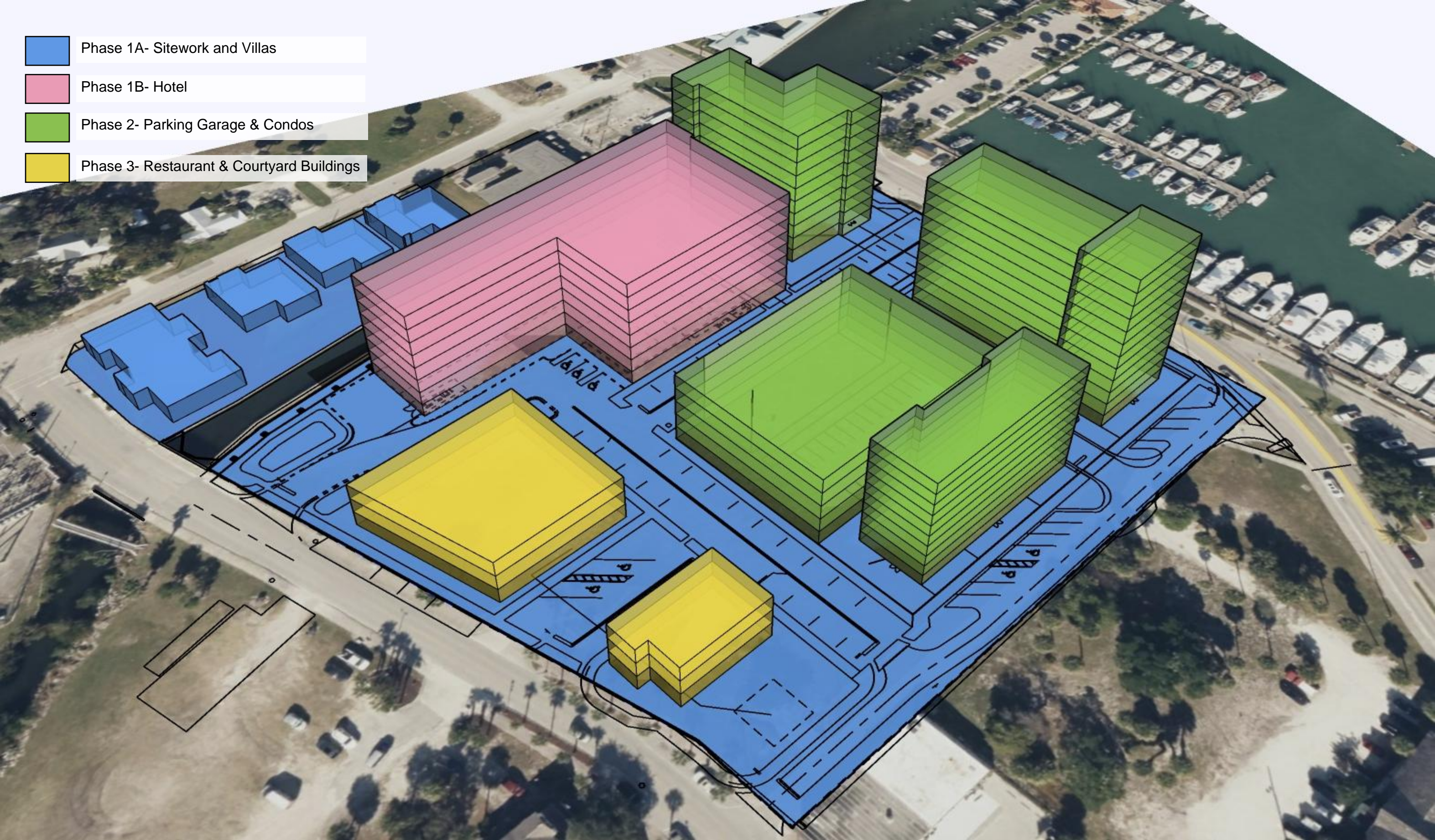
Benefit from Bonvoy, the world's leading loyalty program.



GLOBAL AWARENESS

Gain instant brand recognition as part of Marriott's global portfolio.

- Phase 1A- Sitework and Villas
- Phase 1B- Hotel
- Phase 2- Parking Garage & Condos
- Phase 3- Restaurant & Courtyard Buildings



FPRA Regular Meeting - 5:05 p.m.

8. b.

Meeting Date: May 14, 2024

Re: Means Court Center Project Update

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Means Court Center project status update

Attachments

Commissioner C. Johnson Letter



May 8, 2024

Directors
Fort Pierce Redevelopment Agency (FPRA)
100 N. US Highway 1
Fort Pierce, Florida 34950

Dear FPRA Directors,

The Incubate Neighborhood Center, INC Team, Board of Directors, and Board of Advisor appreciates this opportunity to work with the Fort Pierce Redevelopment Area (FPRA) and the City of Ft. Pierce on the Means Court project. During the April 9th FPRA Commissioner Curtis Johnson requested a report stating the cost for bringing the building into ADA compliance and renovations and how that cost would be covered. As you are aware, any type of renovation to an older building can be costly and our team is working diligently complete this ADA upgrade and renovation efficiently and exercising fiscal responsibility. The following is the financial outline for the project:

Total Cost:	\$689,077.00	Building rezoning
	\$215,801.00	Funds paid
	\$473,276.00	Private foundation
Total Cost:	\$689,077.00	
	\$235,483.00	Previously invested prior to closing
INC total investment	\$924,560.00	

Sincerely,

Canieria Gardner
Chief Executive Officer,
Incubate Neighborhood Center

FPRA Regular Meeting - 5:05 p.m.

8. c.

Meeting Date: May 14, 2024

Re: Lease Agreement with Lincoln Park Young Professionals

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

SUBJECT:

Authorization to terminate Agreement dated October 27, 2020 to Lease and Improve the 1134 and 1138 Avenue D with Lincoln Park Young Professionals.

SUMMARY:

On October 27, 2020, the Fort Pierce Redevelopment Agency entered into an agreement with the Lincoln Park Young Professionals to lease and improve 1134 and 1138 Avenue D. The initial term of the lease was set for five (5) years, beginning on the effective date, with an option to extend an additional five (5) years. This agreement included four deadlines for the tenant, three of which were required to be met within a year of the effective date of the lease agreement. The first deliverable was completed April 30, 2022, the second deliverable was completed July 7, 2022, and work on the third deliverable to install landscaping, lighting, fencing, seating, and parking has not begun. The fourth deliverable was dependent on the completion of the other deliverables and involved providing project status reports and various stages of construction.

On April 29, 2024, staff met with Lincoln Park Young Professionals for a project update. During this meeting, the members of the organization provided a verbal notification of their decision to terminate the lease agreement with the FPRA Board.

RECOMMENDATION:

Staff recommends approval of the tenant's verbal request to terminate the lease agreement and directing staff to initiate a written notice of termination.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, City Manager
Venice Gilmore
Lashonda Henderson
Caleta Scott

Fiscal Impact

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

OTHER INFORMATION:

Annual rent of \$10.

Attachments

Executed Lease Agreement
Backup Documentation

**AGREEMENT TO LEASE AND IMPROVE
1134 AVENUE D AND 1138 AVENUE D**

THIS LEASE AGREEMENT entered into this 27th day of October 2020 by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA)**, a dependent special district of the **CITY OF FORT PIERCE, FLORIDA**, and joined by the **CITY OF FORT PIERCE, FLORIDA (CITY)**, a Florida municipal corporation, (hereafter collectively "LANDLORD") whose address is 100 North U.S. #1, Fort Pierce, Florida 34950; and the **ROOTED IN CHANGE, INCORPORATED, DOING BUSINESS AS LINCOLN PARK YOUNG PROFESSIONALS**, a non-profit Florida corporation ("TENANT") whose business address is Post Office Box 3982, Fort Pierce, Florida 34948.

WITNESSETH:

WHEREAS, LANDLORD, is the owner of two parcels located at 1134 and Avenue D (Parcel ID 2409-501-03005-000-7) and 1138 Avenue D (Parcel ID 2409-501-0306-000-4) and more particularly described in the attached Exhibit A (the "Land"); and

WHEREAS, TENANT is an organization serving the Lincoln Park community;

WHEREAS, LANDLORD has selected TENANT to lease and improve the Land for the purpose of creating an open community engagement space; and

WHEREAS, this Lease shall be subject to all existing zoning and building restrictions and regulations and provisions and clauses set forth herein.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, LANDLORD and TENANT do hereby agree as follows:

1. **TERM.** The Term of this Lease shall be for a period of five (5) years, commencing

on the Effective Date (as defined in Section 20(i) below), unless sooner terminated pursuant to the terms set forth herein. Upon the written agreement of LANDLORD and TENANT, the Lease may be renewed for one (1) additional term of five (5) years.

2. **DEMISED PREMISES.** The “Demised Premises” consists of two parcels located at 1134 Avenue D, Fort Pierce, Florida (Parcel ID 2409-501-0305-0007) and 1138 Avenue D, Fort Pierce, Florida (Parcel ID 2409-501-0306-000-4)(“the Land”), together with all buildings, structures, and other improvements that shall be constructed, installed, or placed upon the Land.

3. **LEASE PAYMENTS.** TENANT, in consideration of this Lease, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34950, or such other place as LANDLORD may from time to time designate in writing, rent in the amount of TEN DOLLARS (\$10.00) per year.

4. **TAXES.** If ad valorem taxes are applicable, TENANT agrees to pay its proportionate share as billed and determined by LANDLORD or the taxing authority. TENANT further agrees that should any of its use of the property be subject to sales, use, excise, or rental taxes levied by any taxing authority, TENANT similarly agrees to pay such taxes and hold LANDLORD harmless from the same.

5. **INSURANCE.** TENANT shall purchase and maintain Commercial General Liability Insurance on a form no more restrictive than the latest edition of the standard occurrence Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the ISO or the State of Florida.

In addition, LANDLORD shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 11, Additional Insured-Managers or Lessors of Premises.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence.

TENANT shall further furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect within thirty (30) days of the execution of this Lease, which certificate shall provide a minimum of thirty (30) days notice to LANDLORD prior to the cancellation or termination of any insurance policy. Additionally, LANDLORD from time to time may require evidence of such insurance and TENANT shall agree to promptly supply the same. LANDLORD shall further have the right to require tenant to make reasonable increases to the minimum required limits of insurance specified herein during the term of this Lease.

6. **LIABILITY AND INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury, whether it be to the person or property, of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's occupancy of the Demised Premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts or omissions. This paragraph shall apply also to damage caused as previously stated or by frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes of plumbing fixtures and shall apply equally whether any such damage results

from the acts or omissions of other tenants, occupants or of any other person, whether such damage be caused by or result from any other thing or circumstances above mentioned, or any other thing or circumstances, whether of a like or wholly different nature.

TENANT hereby agrees to indemnify and hold harmless LANDLORD and its officers and employees from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and costs, by reason of damage to persons or property as a result of an accident upon the Demised Premises or events caused by the negligence, recklessness, or intentional misconduct of TENANT, its agents, its officers, or its employees, while TENANT is in possession thereof.

7. **DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall be responsible for any loss or damage to any structure, building, or other improvement constructed, installed, or placed upon the Land. If the Improvements should be damaged or destroyed by fire, windstorm, or other casualty (a "Casualty"), TENANT shall proceed with reasonable diligence to rebuild or repair the Improvements on the Demised Premises to substantially the condition in which they existed prior to such Casualty.

8. **USE OF DEMISED PREMISES.** TENANT shall utilize the Demised Premises for all uses pertinent to and related to its community outreach programs. TENANT agrees to conduct its operations in compliance with all applicable laws. TENANT further agrees to keep the Demised Premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other obligations imposed by applicable provisions of building, housing, health and environmental codes of any local, state, or federal law, regulation, or agency; to commit no waste of the Demised Premises; to remove all garbage and other debris which

results from the operation of TENANT's operations and use of the Demised Premises in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances; not to destroy, deface, damage, impair or remove any part of the Demised Premises, or property therein belonging to LANDLORD; to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not constitute a breach of the peace; and to surrender the Demised Premises at the termination of this Lease in a good state and condition as reasonable use and wear will have permitted.

TENANT specifically acknowledges that its use and occupancy of the Demised Premises is expressly subject to the following: LANDLORD reserves to itself the right to use the Demised Premises exclusively or in conjunction with TENANT or any other person or entity at all reasonable times; provided, however, that such use shall not unreasonably interfere with TENANT'S own use of the facility for programmed or scheduled events.

9. **CONSTRUCTION OF IMPROVEMENTS.** TENANT shall not make any alterations, additions, or other improvements to the Demised Premises without the prior written consent of LANDLORD, except as authorized by this Lease Agreement.

TENANT shall, at its sole cost and expense, construct improvements and perform related work on the Land in accordance with the Scope of Work set forth in the attached Exhibit B. TENANT shall use all commercially diligent efforts, as quickly as reasonably practicable, to obtain all permits and approvals necessary to construct the improvements.

10. **DEADLINES.** TENANT shall meet the following deadlines, subject to the application of Section 20(d) of this Lease Agreement:

(a) Within one (1) year of the effective date of this Lease Agreement, TENANT shall finalize all site, design, and engineering plans related to construction of all improvements.

(b) Within one (1) year of the effective date of this Lease Agreement, TENANT shall obtain all necessary permits related to construction of the planned improvements.

(c) Within one (1) year of acquiring the necessary permits, TENANT shall have completed installation of landscaping, outdoor lighting, fencing, communal seating, and parking enhancements.

(d) TENANT shall provide LANDLORD with progress reports as to the status of construction of the planned improvements within a reasonable time of LANDLORD's demand for same, and at the following stages of completion: 30%, 60%, 90%, and 100%.

11. **TITLE TO IMPROVEMENTS.** Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Land shall vest in LANDLORD upon the termination of this Lease or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

12. **ALTERATIONS.** All alterations and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised

Premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting, or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT.

13. **MAINTENANCE AND REPAIR.** TENANT shall at all times maintain the Demised Premises in a first-class condition and appearance, in compliance with all local, state, or federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order and condition (which maintenance shall mean replacement if necessary), with the exception of ordinary wear and tear, interior walls, ceilings, interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, heating, air-conditioning (including exterior mechanical equipment), interior electrical equipment, floors, and all other parts of the Demised Premises. TENANT shall be responsible for landscaping and the maintenance of the exterior of any improvements, including but not limited to, the foundation, exterior walls, roof, and generators.

14. **UTILITIES.** TENANT shall contract in its own name and shall pay the charge before delinquency, for all utility services rendered or furnished to the Demised Premises, including telephone, internet and the like, together with all taxes or other charges levied on such utilities.

15. **ASSIGNMENT AND SUBLETTING.** The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law assign, sell, mortgage, pledge, or in any manner transfer the Lease or any estate or interest therein or sublet the Demised Premises or any part

thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD.

16. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

(a) The vacating or abandonment of the Demised Premises by TENANT.

(b) The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed to be in default if TENANT commences such cure within said ten day period and thereafter diligently pursues such cure to completion.

In the event of any default or breach by TENANT, LANDLORD may at any time thereafter declare this Lease terminated, terminate TENANT's right to possession of the Demised Premises, and retake possession thereof.

17. **TERMINATION.** Either party may terminate this Lease by serving the other party with one hundred twenty (120) days written notice of intent to terminate with written notice sent to each party at the addresses listed below.

AS TO LANDLORD:

Fort Pierce City Hall
100 North US #1
Fort Pierce, FL 34950
Attention: City Manager
City Attorney
FPRA Director

AS TO TENANT:

Lashonda Henderson
Vice President

Lincoln Park Professionals
Post Office Box 3982
Fort Pierce, FL 34948

18. **NOTICES.** All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attn: City Manager, with copies to the Office of the City Attorney and the FPRA Director, at the address designated in Section 17 above, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: LINCOLN PARK PROFESSIONALS, at the address designated in Section 17 above, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

19. **ACCESS TO PROPERTY.** During the term of this Lease, and any renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the Demised Premises at all reasonable times deemed necessary for the purpose of this Lease, and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

20. **GENERAL PROVISIONS.** The following general provisions shall be an integral part of this Lease:

(a) Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither this Lease, nor any of the terms and

provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

(b) Time is of the essence.

(c) The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

(d) Whenever a period of time is prescribed for action to be taken by either party, said party shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the parties.

(e) Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

(f) This Lease shall bind the parties, their personal representatives, successors and assigns.

(g) This Lease and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Lease is in the Courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

(h) The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

(i) The Effective Date of the Lease shall be the date last executed by the parties without amendment or deletion to the Lease and its Exhibits.

(j) LANDLORD may, in its sole discretion, provide letters of recommendation on TENANT's behalf.

21. **RADON GAS.** Pursuant to Fla. Stat. Sec. 404.056(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

22. **INSPECTION.** LANDLORD or its agents shall have the right to enter the Demised Premises at all reasonable hours for the purpose of inspecting or for any other purpose not inconsistent with the terms and provisions of this Lease.

23. **PARTIAL INVALIDITY.** In the event any term, provision, or condition of this Lease shall be adjudged, decreed, held or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease as a whole or any other provision of this Lease.

24. **NO WAIVER.** No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such

violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

WITNESS AS TO LANDLORD:

LANDLORD:

ATTEST:

FORT PIERCE REDEVELOPMENT
AGENCY

By: Linda W. Cox
Linda Cox, City Clerk

By: Linda Hudson
Linda Hudson, Chairman

Date: 10/27/20

APPROVED AS TO FORM
AND CORRECTNESS:

By: [Signature]
Peter Sweeney, City Attorney

TENANT:
LINCOLN PARK YOUNG PROFESSIONALS

WITNESSES AS TO TENANT:

[Signature]
Lashonda Henderson

By: [Signature]
Lashonda Henderson

Date: 9/18/2020

Date: 9/18/2020

Exhibit A: Legal Description of Property

Site Address: 1134 Avenue D

Parcel ID: 2409-501-0305-000-7

Legal Description: LINCOLN PARK NO 2 BLK 12 LOT 3 (OR 3043-1024)

Site Address: 1138 Avenue D

Parcel ID: 2409-501-0306-000-4

Legal Description: LINCOLN PARK NO 2 BLK 12 LOT 4 (OR 3043-1024)

Exhibit B: Scope of Work

The Allegany Franciscan Ministries in Conjunction with Rooted In Change, Inc. dba Lincoln Park Young Professionals plans to develop 1134 Avenue D and 1138 Avenue D to create The Root, (Recognize Ourselves in Others Together), an open community engagement space for a wide variety of functions. The project shall be developed in three (3) phases.

- Phase 1: Activate the space with Taylor Moxey Library and open event space for pop-up markets.
- Phase 2: Add shipping containers to upgrade entrepreneurial hub with vendor and classroom space in a central area. Add stage and other needs for event space venue.
- Phase 3: Add communal space platform and final amenities such as bathrooms, storage and larger stages for venue space, pop-up market for startup programming, movie nights programming, public art opportunities, youth cooking classes, community art events, and community wellness programs.

From: [Erin O'Brien](#)
To: [Audria Moore-Wells](#); [Audria Moore](#)
Subject: FW: The R.O.O.T.
Date: Tuesday, April 2, 2024 9:03:52 AM

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good morning Audria,
Please see email below regrading The Root project. I wanted to talk internal and talk with the client one more time before forwarding this message to you. That's why you didn't receive it right away.

Erin O'Brien

Remnant
CONSTRUCTION

201 S 2nd St., Ste 100
Fort Pierce, FL 34950

O: (772) 577-5850

C: (954) 667-4976

F: (772) 264-3108

eobrien@remnant-group.com

From: Rooted In Change Inc. <rootedinchangeinc@gmail.com>
Sent: Tuesday, March 26, 2024 2:08 PM
To: Erin O'Brien <eobrien@remnant-group.com>
Subject: The R.O.O.T.

Hi Erin,

Sorry for such a delay in response. However, after quite some thought, our organization has decided that if we are required to do permanent restrooms, we would have to end the progress of the project. We currently do not have the support for such a cost. We were hoping to do this in phases as a temporary space that would not be open every day and would not have an occupied building. However, with no support from the City and Allegany anymore; our best decision may be to dissolve this project. This is unfortunate along with several other projects that have been shelved in the Lincoln Park Community. Please forward this message to Audria. Thank you.

We would like an invoice for any outstanding payments that we have with Remnant and other subcontractors. We would also like to know what the next steps would be.

Best Regards,
Rooted in Change, Inc./LPYP

FPRA Regular Meeting - 5:05 p.m.

9. a.

Meeting Date: May 14, 2024

Re: FPRA Programs & Activities Summary

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

SUBJECT:

FPRA Programs & Activities Summary

Attachments

Programs & Activities Summary

Fort Pierce Redevelopment Agency

PROGRAMS & ACTIVITIES SUMMARY

APRIL 2024



King's Landing

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

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

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

In tandem with the development of King's Landing, the City partnered with the Fort Pierce Utilities Authority and Economic Development Council to apply for a Florida Job Growth Grant through the Florida Department of Economic Opportunity. On August 30, 2022, Governor Ron DeSantis awarded the City of Fort Pierce a \$2.7 million Florida Job Growth Grant to help fund infrastructure improvements in Downtown Fort Pierce. The critical infrastructure improvements include water, wastewater, electric, fiber, natural gas, roadway and sidewalk improvements. The infrastructure upgrades will stimulate more than \$72 million of private investment on along Indian River Drive. Audubon Development recently received approval from the Planning Board and City Commission for the final plat of the Villas at King's Landing. This approval was needed as the Villas have been redesigned with rear-load garages and will now accommodate ten homes instead of the original eight.

At a Special City Commission Meeting on April 19, 2024, the City Commission approved Audubon Development's request to toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024 with regard to the King's Landing project and development agreement.

Downtown Master Plan

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

The final Downtown Master Plan was accepted by the FPRA Board in November 2022. The plan has created a sense of excitement among citizens and garnered significant interest from various community groups and HOAs.

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

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

RFQ 2024-005 was issued on October 15, 2023 to solicit Statements of Qualifications from professional firms qualified to provide design and consulting services in a variety of disciplines for the purpose of providing services to support the implementation of City plans, projects, and initiatives such as the FPRA Redevelopment Plan, Comprehensive Plan, Capital Improvement Plan and Downtown Master Plan. The City desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the "Consultant's Competitive Negotiation Act", or CCNA. Once vendors are selected, the FPRA will request scopes of work from the qualified firms to further develop the concepts and ideas presented in the Downtown Master Plan, as approved in the 2024 Project Based Budget and FPRA Capital Improvement Plan. **23 responses were received and the responses were evaluated on February 2, 2024.**

Staff is waiting on the Purchasing Department and the City Attorney to complete agreements with identified professional consultants.

Fisherman's Wharf

Fisherman's Wharf is located at the southern end of the Port and only a quarter mile from the former King Plant site, acts as a buffer between the working port area and historic Downtown Fort Pierce. It is currently underutilized and represents a significant opportunity to create a destination waterfront development in the Fort Pierce Redevelopment Area. In early 2020, the Fort Pierce Redevelopment Agency (FPRA) embarked upon a two-phase solicitation process - Request for Qualifications and Request for Proposals - for the redevelopment of Fisherman's Wharf. The goal for the redevelopment is to create a unique place where people will visit and gather to shop, dine, work, and live. Retaining waterfront accessibility to all residents and visitors and enhancing the waterfront for public use is a top priority while also achieving redevelopment of the parcels that will add to the tax base and stimulate the economic activity in the redevelopment area.

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.

Infill Lien Reduction Program

The Infill Lien Reduction Program encourages new construction on vacant property throughout the entire city. The program promotes reinvestment and revitalization of vacant infill properties by providing the property owner relief from the liens levied prior to their ownership in exchange for the development of that vacant parcel. On November 20, 2023, the City Commission approved the agreement with A-OK Construction for a single family home at 150 S. 19th Street. In April 2024, the property owner completed construction and received his certificate of occupancy. Another successful new construction project thanks to the alleviation of liens.

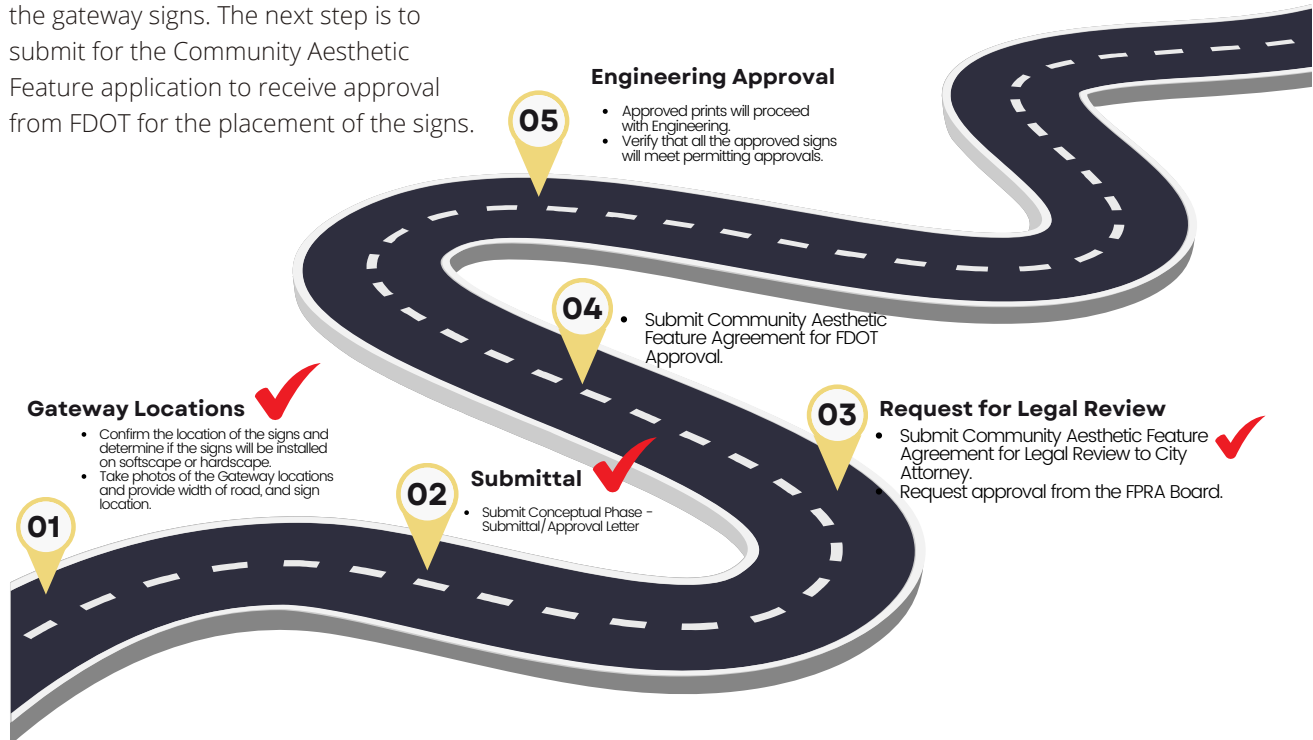


Wayfinding

The City of Fort Pierce/Fort Pierce Redevelopment Agency issued a Request for Proposals (RFP) for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city. RFP 2023-010 was issued on December 28, 2021 and ten (10) proposals were received by the deadline of February 21, 2023.

Staff received authorization to negotiate a contract with the highest ranked respondent, Don Bell Signs, Inc. of Port Orange, Florida for a Comprehensive Wayfinding Program consisting of approximately 62 sign assets (Gateway/Entrance Signs, Wayfinding Directional Signs, District Brand Signs and Public Parking Signs) on May 9, 2023.

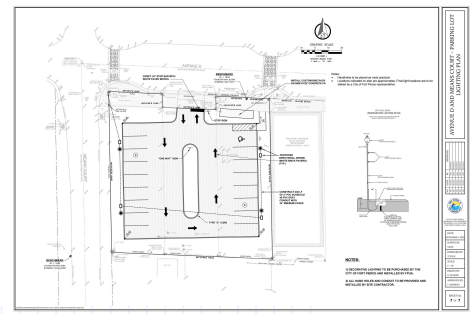
Staff has received final design locations for the gateway signs. The next step is to submit for the Community Aesthetic Feature application to receive approval from FDOT for the placement of the signs.





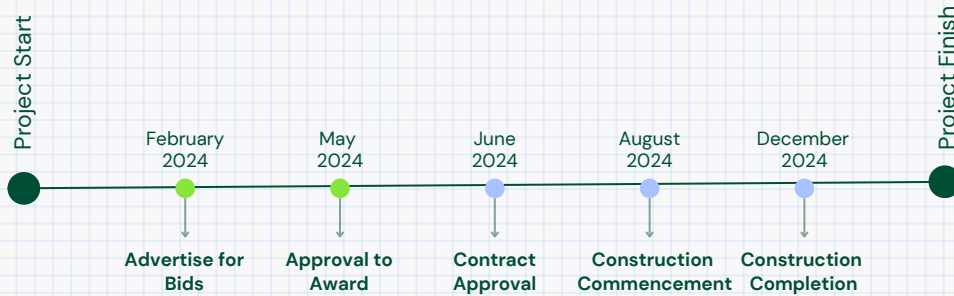
**SOUTH
BEACH**
Fort Pierce

Parking Infrastructure



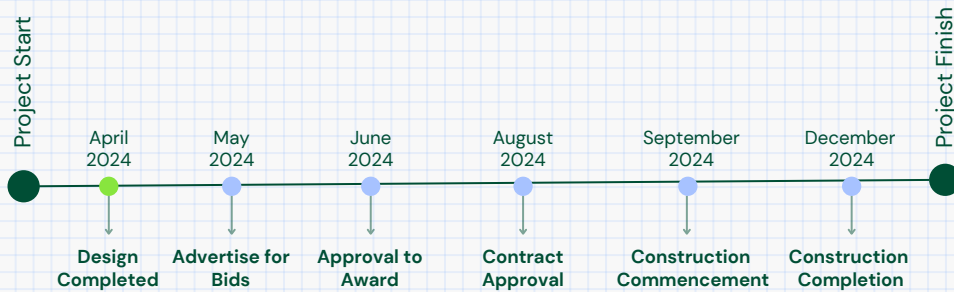
Project Timeline 1200 Avenue D

The goal is to request award of the construction contract to the lowest bidder at the June meeting.



Project Timeline JC Penney Parking Lot

Engineering is finalizing the construction documents and is targeting May 28 to advertise for Bids.

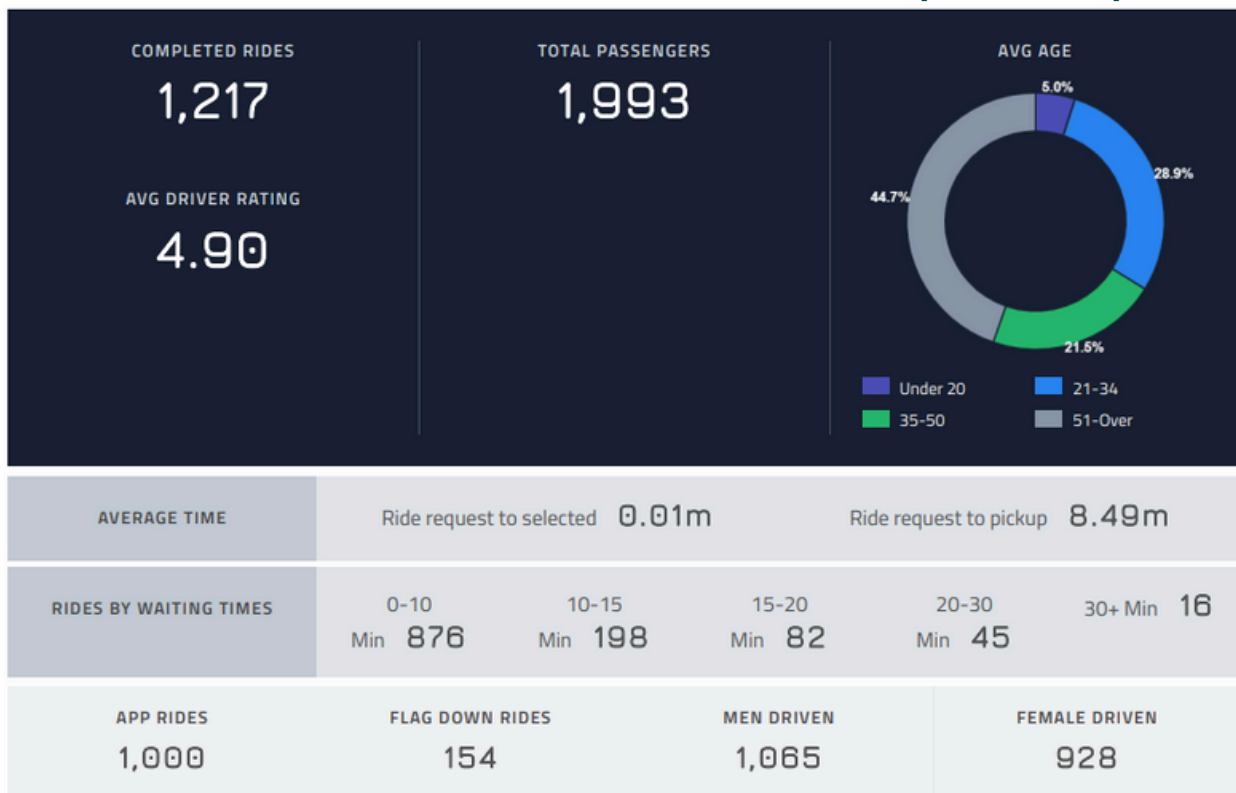


Freebee

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 a year of service and much success, the FPRA and St. Lucie County received an FDOT grant that will help fund this program for another 3 years and extend service days, hours and locations. At the May 14, 2024 FPRA meeting, the Master Service Agreement with BEEFREE, LLC will be approved.



Zone Summary April Ridership



PASSENGERS AND RIDES BY MONTH (YTD)



Surplus Property

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

On February 22, 2024, the Fort Pierce Redevelopment Agency (FPRA) achieved a milestone by successfully transferring the sale of three surplus properties: 424 Douglas Court, 426 Douglas Court, and 612 N 25th Street. This accomplishment marks a significant step forward in the city's revitalization efforts. With the sale completed, anticipation is high for the development of these properties. The community eagerly awaits the transformation of these sites, anticipating the positive impact they will have on the surrounding neighborhoods and the overall enhancement of the FPRA.

Commercial Façade Grant

The primary objective of the Fort Pierce Redevelopment Agency (FPRA) Commercial Façade Grant is to promote the revitalization of commercial corridors within the FPRA district. The grant's primary objective is to encourage private investments that will enhance the overall look of buildings and properties, while also addressing issues related to blight and non-conforming design standards. By participating in this program, property owners and businesses are motivated to enhance the visual appeal of their establishments, leading to a positive impact on property values, higher tenant occupancy rates, and fostering economic development.

The FPRA Board recently approved agreements for commercial façade grants for several properties, including 215 N 2nd St, 500 Orange Avenue, 701 Atlantic Avenue, 710 Orange Avenue, and 2203 Orange Ave. These approvals signal the commencement of façade improvement projects for these locations. We are eagerly awaiting the commencement and completion of these projects, which promise to enhance the visual appeal of the properties.

The program will be open for new applications in May 2024.

Paint Program

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

The FPRA Paint Program is successfully achieving the goals by helping property owners to revitalize and renovate their commercial and residential properties within our district. This program sets in motion the catalytic effect of making neighborhoods more welcoming and enticing to visitors, residents, and potential homebuyers.

The FPRA Paint Program has made significant strides towards its goal of revitalizing the community, with a total of thirty-nine properties approved for reimbursement, totaling \$30,115.53 in funds disbursed. With \$19,884.47 remaining in the program's budget, there's ample opportunity to continue supporting property owners in their efforts to enhance their exteriors.

Of the approved properties, eighteen are commercial establishments, highlighting the program's impact on enhancing the attractiveness of local businesses. Additionally, twenty-one residential properties have been approved, demonstrating the program's success in fostering pride and investment among homeowners.

2919 ZORA NEAL DR





Within the past month, two property owners have successfully completed their Commercial Sign projects, meeting all program requirements and becoming eligible for reimbursement. The properties located at 616 Atlantic Avenue and 927 N Us Highway 1 have undergone sign upgrades, contributing to the revitalization and visual enhancement of their respective areas. Since its inception, the program has made approved a total of six applications for reimbursement, amounting to \$21,662.50 in financial assistance allocated to businesses for sign upgrades and replacements.

Commercial Sign Program

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

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

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



Old St. Anastasia



Exterior Restoration

On August 8, 2023, through a competitive bid process, the Fort Pierce Redevelopment Agency (FPRA) selected Innovative Masonry Restoration, LLC (IMR) as the contractor to restore the exterior structure of the Old St. Anastasia Catholic School Building. The building is situated on Orange Avenue, and the FPRA Board has allocated a budget of \$588,168.46 for the exterior restoration.

The project's objective is to enhance the community's aesthetic appeal while also eliminating slum and blight. The restoration will entail repairing and revitalizing the building's exterior to resemble its original appearance.

Future Site Redevelopment

At the November 14, 2023, FPRA Board Meeting, the FPRA Board directed staff to develop a Request for Proposals (RFP) for the interior rehabilitation of the Old St. Anastasia building with the option of redeveloping the adjacent vacant land. Staff is expecting to complete the RFP by the first quarter of 2024.

- On May 7, 2024, the Planning Department administratively approved the Certificate of Appropriateness for exterior restorations.
- Innovative Masonry Restoration has submitted their DPCR application with the Building Department, we are awaiting approval.



PAD Mural Program

The Fort Pierce Redevelopment Agency (FPRA) has successfully secured three properties for murals located at 526 Ave A, 717 Orange Ave, and 117 N. 5th St.

Artist and property owner agreements have been signed for 117 N. 5th St. and are currently being reviewed by the City Attorney. A new Call for Artist will be posted in May on the C for the 526 Ave A and 717 Orange Ave properties. <https://www.callforentry.org/>

The Peacock Arts District (PAD) continues to expand with more artwork and an increasing number of properties and artists collaborating to support this initiative. Through the power of art, we aim to attract positive attention, promote economic development, and enhance the aesthetic appeal of the area.

For additional program details and artist applications, please visit





LINCOLN
-PARK-

Oaks at Moore's Creek

The 15 new single-family homes will be located on Means Court, between Avenue B and Moore's Creek. Phase II will offer potential first-time home buyers four different residential models. The models are all 3 bedroom, 2 baths ranging from 1200 square feet to 1700 square feet. The homes will sell between \$289k-\$349k and will be sold to first-time homebuyers who are income eligible.

With the completion of the infrastructure and the closing on the Oaks at Moore's Creek property, the City of Fort Pierce/Fort Pierce Redevelopment Agency have met the contractual obligations of the Development Agreement with OMCII, LLC. The developers are continuing to identify potential homebuyers for the proposed 15 single-family housing units.

Highwaymen Museum

The City of Fort Pierce was awarded an African American Cultural and Historical Grant from the Department of State in the amount of \$483,662 for the renovation of the Jackie L. Caynon Building to create the City of Fort Pierce Florida Highwaymen Museum. Slated to open in January 2024, the museum, honoring historic African American Highwaymen artists, will showcase works of art that originated in Fort Pierce. The project will be presented to the Historic Preservation Board in January 2024 because the building is located in Lincoln Park, a historical district. Work on the renovation project is expected to begin soon as project contractors are finalizing the plans for submission to the Building Department for permitting, the fire suppression plan has received approval from the St. Lucie County Fire District and the plan received approval from the Historic Preservation Board.

The project is progressing with tree removal permits being secured and consensus reached on the approach for tree removal/replacement. In parallel, negotiations are ongoing with Florida Community Loan Fund for a construction line of credit. Three Purchase and Sale Agreements have been fully executed and potential new buyers are being pursued. The project awaits approval of the construction line of credit to commence vertical construction. In addition, the developer has been proactively reaching out to potential new buyers. They have done targeted outreach to area businesses and have plans to expand their reach through radio advertising. As the construction loan negotiation progresses, the team is hopeful about commencing vertical construction soon.

The Highwaymen Museum continues to advance through the permitting process. Permits for the building renovations, fence, generator, and generator fence are currently being reviewed by the St. Lucie County Fire District.



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.

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

In November, Incubate Neighborhood Center received its permit to begin Phase I of the organization's proposed improvements to the Means Court Center. The work involved 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.

Incubate Neighborhood is progressing with the improvements to the Means Court Center, which is a multi-faceted project involving various aspects. In anticipation of the work restarting, the construction team and subcontractors have revisited the location to reconfirm all measurements and hardware-related specifics. A key aspect of the project is to finalize the layouts for the ADA accessible bathrooms. The construction work includes several tasks including, framing of the stairway wall, removing the ceiling in the proposed bathrooms to accommodate the new design and layout. As part of the bathroom construction process, there will also be a need to relocate the tile and grid as necessary. Another vital component of the project involves securing a HVAC (Heating, Ventilation, and Air Conditioning) system. To accommodate the HVAC system, an update to the electrical plans has been requested. This update will ensure that the electrical system supports the HVAC system's operations. The steel required for the construction is expected to be shipped and arrive at the site by April 30, 2024.

The ROOT

On October 27, 2020, the Fort Pierce Redevelopment Agency entered into an agreement with the Lincoln Park Young Professionals to lease and improve 1134 and 1138 Avenue D. The initial term of the lease was set for five (5) years, beginning on the effective date, with an option to extend an additional five (5) years. This agreement included four deadlines for the tenant, three of which were required to be met within a year of the effective date of the lease agreement. The first deliverable was completed April 30, 2022, the second deliverable was completed July 7, 2022, and work on the third deliverable to install landscaping, lighting, fencing, seating, and parking has not begun. The fourth deliverable was dependent on the completion of the other deliverables and involved providing project status reports and various stages of construction.

On April 29, 2024, staff met with Lincoln Park Young Professionals for a project update. During this meeting, the members of the organization provided a verbal notification of their decision to terminate the lease agreement with the FPRA.

Avenue D Model Block Project

Through a multi-agency partnership, the St. Lucie County Government, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency (FPRA) are working together to bring a mixed-use development with affordable housing to the Lincoln Park District. The proposed site consists primarily of county-owned parcels located generally at Ave. D and 7th Street. In April of 2023, the County, City, and FPRA entered into an interlocal agreement and issued a Request For Information (RFI) through the County's Procurement Department to obtain input from members of the real estate development community to gauge general interest toward the creation of a Request for Proposal (RFP).

The goal of this RFP is to solicit interested parties who are qualified and experienced to develop a "Model Block" for the Lincoln Park neighborhood. Services to be considered for this "Model Block" project include, but are not limited to, affordable housing, retail opportunities, commercial/retail/office opportunities, community resource/family success center, and onsite parking. The community resource/family success center is intended to include the St. Lucie County Community Services offices (Housing, Human Services and Veteran Services) as well as Women, Infants and Children (WIC) and Florida Community Health Center (OB-GYN/Pediatrics).

A new Request for Proposals was issued by St. Lucie County on April 14, 2024 with proposals due on May 22, 2024.

Sunrise Theatre

The Sunrise Theatre looks ahead to Sunrise Theatre Camp 2024 featuring two workshops, 3 weeks long. Sunrise Theatre teamed up with StageFright Academy to host an amazing lineup of plays for children to perform such as the classic tale, "Where the Wild Things Are," beginning June 3rd. Camp hours are Monday through Friday, from 8:30 AM to 4:30 PM. StageFright Academy is a local venue that strives to give children a safe and creative place to learn bridging inclusion and diversity.

The Sunrise Theatre is looking to partner with Humana once again to bring back the FREE summertime movies. Last year was the first time for the return of the summertime movies since COVID. The Sunrise featured 4 matinee films, FREE to the community, advertising on various platforms and was in lieu of the 100 Year Centennial Celebration.

The Marketing & Development Director is currently working closely with the Grants Division to, again, apply for the Arts & Cultural grant provided by the Florida Department of State (DOS Grants). Together, they will look to improve the score as the Theatre ranked 3rd in its category last year. The grant assists tremendously to further stretch the marketing budget for the theatre.



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DOWNTOWN

DETAIL

During the month of April 2024, there were a total of 20 FPRA details worked for the downtown area. There were 72 calls for service during the detail times. The top three activities logged were traffic stops, patrols, and responding to suspicious persons.

During this time 5 case reports were completed.

- One case involved a commercial burglary.
- One case involved drunken activity resulting in a Marchman Act.
- One case involved a group of juveniles fishing and causing a disturbance.
- Two cases involved individuals with active warrants.

Table 1 - Calls for service in Downtown area

Nature	Calls
CLOSE PATROL	14
VEHICLE OR TRAFFIC STOP	13
SUSPICIOUS PERSON	10
FOOT PATROL	9
DISTURBANCE	6
TRAFFIC RELATED	3
TRESPASSING COMPLAINT	3
CONDUCT INVESTIGATION	2
FLAGDOWN	2
PHONE MESSAGE	2
TRAFFIC ACCIDENT	2
UNWELCOME PERSON	2
ANIMAL RELATED	1
BURGLARY	1
PREMISE ALARM	1
SUSPICIOUS VEHICLE	1
Total	72

Table 2 – Incident Date and Time

Nature_Revised	Date	Time
Disturbance	4/27/2024	5:28 PM
Warrant Arrest	4/26/2024	8:34 PM
Burglary	4/7/2024	1:47 AM
Warrant Arrest	4/13/2024	1:32 PM
Drunk Pedestrian	4/20/2024	10:12 PM

Map 1 - Calls for service in Downtown area



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

HOURS OF PATROL

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

JETTY PARK

DETAIL

During the month of April 2024, there were a total of 12 FPRA details worked for the Jetty Park area. There were 24 calls for service during the detail times. The top three activities logged were patrols, responding to disturbances, and traffic stops.

During this time 1 case report was completed.

- One case involved a theft from a motor vehicle. • 04/27/24 – 11:09 PM

Table 1 - Calls for service in Jetty Park area

Nature	Calls
CLOSE PATROL	8
FOOT PATROL	6
DISTURBANCE	3
VEHICLE OR TRAFFIC STOP	2
ANIMAL RELATED	1
CONDUCT INVESTIGATION	1
FIGHT	1
LARCENY	1
TRESPASSING COMPLAINT	1
Total	24

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

HOURS OF PATROL
Fridays
 7:00pm – 1:00am
Saturdays
 8:00pm – 2:00am
Sundays
 6:00pm – 12:00am



School Resource Officers



SRO Mary Stephens Dan McCarty Middle School

Officer Stephens continues to mentor Dan McCarty students and creates connections with the students through conversations, actions and relationship building. Officer Stephens helps keeping the students and staff safe by completing campus safety checks. Officer Stephens also conducted four threat assessments for the month of April. Dan McCarty Middle School participated in the required monthly safety drills.

Training attended by SRO's during October related to SRO

Officer Goz and Officer Stephens attended department monthly block training.

SRO Jorge Goz C.A. Moore

Officer Goz continues his mentoring program with his fourth and fifth grade student Safety Patrol. Officer Goz also continues providing students in need with food for the weekend through the partnership of Grace Pack, food bank and donations. In the month of April Officer Goz was honored by being presented the STAR award from the St. Lucie County School Board. It was presented to him during the school board meeting. SRO Sgt. D Palacio and Fort Pierce Police Department PIO attended. Chester A Moore Elementary participated in the monthly drills.

SRO Backup Damian Spotts

Officer D. Spotts covered Dan McCarty Middle School during the month of April. While covering the school he assisted in installing a sign outside the school campus made out of cups that read "We're Ready for PM3!". This sign was installed to motivate the students on their upcoming state exams.



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