

FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

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

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

- a. Approval of Minutes from the June 11, 2024 FPRA Regular Meeting

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

6. **COMMENTS FROM THE PUBLIC**

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

7. **CONSENT AGENDA**

- a. Approval Executing a PAD Mural Program Artist Service Agreement with Ivan Garcia for the mural at 117 N. 5th Street in the amount of \$20,000

- b. Approval Executing a PAD Mural Program Property Owner Agreement with James Goertler, 117 N. 5th Street

8. **NEW BUSINESS**

- a. Resolution FPRA 24-03 appointing members to the CRA Advisory Board.
- b. Review and Accept FY 2025 FPRA Project Based Budget
- c. Review and Accept FY 2025 FPRA Operating Budget

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: July 9, 2024

Re: Approval of Minutes from the June 11, 2024 FPRA Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from the June 11, 2024 FPRA Regular Meeting

Attachments

2024.06.11 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, JUNE 11, 2024.

1. CALL TO ORDER

Chairwoman Linda Hudson called the June 11, 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 Minutes from the May 14, 2024 regular meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the minutes from the May 14, 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

City Manager Nick Mimms introduced the letter to Lincoln Park Young Professionals for termination of lease as item 7e.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to add the letter of termination to the Consent Agenda as item 7e. and approve agenda as amended.

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.

Becky Demanuel

Charlie Hayek

Isaac Jones

Mario Wilcox

Rick Reed

7. CONSENT AGENDA

- a. Approval of expenditure of \$51,266.40 for the purchase of twelve (12) overt cameras in key areas throughout the redevelopment area.
- b. Approval of the award of the Indian River Drive and Avenue B water main utility construction project to the low bidder, RK Contracting, Inc., in an amount not to exceed \$298,913.28; construction funding will be fully reimbursed in accordance with the Florida Job Growth Infrastructure Grant, DEO Grant Agreement No. G0100.
- c. Approval to award the Avenue D and Means Court Parking Lot construction contract to the low bidder, Close Construction Services, LLC, in an amount not to exceed \$385,610.50.
- d. Approval to utilize FPUA's unit price contract with Mastec North America, Inc. and authorize Mastec to proceed with the electrical relocation work along Indian River Drive in an amount not to exceed \$194,740.94.
- e. ADDED ON ITEM: Approval of letter to terminate lease agreement with Lincoln Park Young Professionals to improve 1134 and 1138 Avenue D.

Commissioner Gaines pulled items 7a, 7c, and 7e.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve items 7b and 7d of the Consent Agenda.

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

Passed

As to item 7a

Commissioner Gaines commented on the need and usage of the overt cameras and inquired on funding to expand the cameras to the downtown area.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve item 7a of the Consent Agenda.

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

Passed

As to item 7c

Commissioner Gaines commented on concerns expressed by residents on barriers, traffic patterns, and parking for existing residents.

Mr. Mimms explained that landscaping will be installed in the form of hedges and trees, but additional barrier methods can be utilized. In addition, community need for parking will be addressed.

Commissioner Curtis Johnson inquired on the design and drainage.

Mr. Mimms explained that a conceptual design was presented, and drainage would be along Avenue D.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve item 7c of the Consent Agenda.

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

Passed

As to item 7e

Commissioner Gaines commented on concerns with the contract.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve item 7e of the Consent Agenda.

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

NAY: Commissioner Arnold Gaines

Passed

8. NEW BUSINESS

- a. Resolution FPRA 24-01 approving a Community Aesthetic Feature Agreement between the Fort Pierce Redevelopment Agency and Florida Department of Transportation to place local identification markers (gateway signs) in rights-of-way.

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

FPRA RESOLUTION NO. 24-01

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA ("FPRA") APPROVING AND AUTHORIZING THE FPRA DIRECTOR OR DESIGNEE TO EXECUTE A COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF LOCAL IDENTIFICATION MARKERS ON FDOT MEDIANS IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL STATUTES, RULES AND REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve Resolution FPRA 24-01.

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

Passed

- b. Consideration of Second Amendment to the Amended and Restated Agreement for Development of King's Landing.

City Attorney Sara Hedges presented the 2nd amendment and restated agreement for King's Landing.

Commissioner Broderick explained that he had a lengthy discussion with Harbert Realty Services and expressed his opinion of their financial resources and what it could mean for the project.

The Board commented on the time frames, invoices and mitigation, Harbert Realty Services, subrogation with Audubon and Harbert Realty Services, disclosure for partners, and an exit strategy.

City Attorney Hedges noted the memorandum of understanding from May 16th, interest percentages, and the provision for finance development.

Scott Hawkins, Jones Foster, commented on the amendment and was available for questions.

The Board inquired on the contingent liabilities, mitigation cost, due diligence, environmental impacts of undeveloped land, and timelines.

Ms. Hedges commented that a directive is needed with specifics, a motion as to what is needed moving.

Commissioner Broderick suggested 45 days for Audubon and Harbert Realty Services to come to a joint venture agreement subject to a City agreement on the timeline, resolution of the debris claim, notification provisions, and 90-day due diligence period once the joint agreement is reached. Commissioner Gaines commented on the contract, default, and tolling of the contract.

Ms. Hedges commented on the contract, triggering dates, and confirmed with Mr. Hawkins and his client their willingness to accept the amendments.

Mr. Hawkins expressed his concerns and would like a tolling of the contract for 45 days.

Chairwoman Hudson commented on receiving documentation at the last minute, financing, and protecting the taxpayers.

The Board inquired on the options to toll, trip hazards, and if the timeline would be affected by contract changes.

Ms. Hedges commented that if tolled it would create new timeframes in the development phases and does not believe it is necessary to do so, but analysis is required.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to grant 45 days to continue the discussion without tolling, without future notices of default, and without triggering the reverter to determine if Audubon and Harbert Realty Services can complete a joint venture agreement. The City is to be notified immediately upon agreement either way and will receive weekly check-ins by Friday during the 45-day period.

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

NAY: Commissioner Arnold Gaines
Passed

- c. Resolution FPRA 24-02 Authorizing and Directing to Proceed with the Reverter to Retake the King's Landing Property, to Include Authorization for Litigation.

Postponed to August 13, 2024 FPRA meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve postponement to the August 13, 2024 FPRA meeting.

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

Passed

9. STAFF COMMENTS

- a. May FPRA Programs & Activities Summary

City Manager Nick Mimms - No comments.

City Clerk Linda Cox - No comments.

City Attorney Sara Hedges - No comments.

10. BOARD COMMENTS

Commissioner Gaines commented on the recent events in the City, additional cameras, and requested the Board meet with Block Builders Community Action group and other organizations to assist the City as opportunities are being lost due to negativity in the media.

Chairwoman Hudson commented that the community wants to be a part of the solution and the work done by the City for the youth.

Commissioner Curtis Johnson commented on the use of the CRA to maximize investment in the community, expressed being disturbed by the recent events, and would like to hear from the Chief of Police on community involvement.

Commissioner Broderick commented on the impact of being present at community functions.

Commissioner Jeremiah Johnson commented on tying into the pastoral groups and the need for change because everything matters.

11. ADJOURNMENT

Chairwomen Hudson adjourned the meeting at 7:51 p.m.

ATTEST:

CITY CLERK

CHAIRPERSON

FPRA Regular Meeting - 5:05 p.m.

7. a.

Meeting Date: July 9, 2024

Re: Approval Executing a PAD Mural Program Artist Service Agreement with Ivan Garcia for the mural at 117 N. 5th Street in the amount of \$20,000

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

SUBJECT:

Approval Executing a PAD Mural Program Artist Service Agreement with Ivan Garcia for the mural at 117 N. 5th Street in the amount of \$20,000

SUMMARY:

The Peacock Arts District (PAD) Mural Program has achieved significant success since its inception, revitalizing public spaces with vibrant and culturally enriching artworks. Launched with the aim of beautifying and activating the district, the program has not only enhanced the aesthetic appeal but also fostered community engagement and economic growth. Additional funding of \$50,000 was approved for Fiscal Year 2024 to further enrich the district's artistic landscape.

A Call for Artists was put out in February 2024 and in April, staff reviewed the submissions and presented the mural designs to the property owner. The artist, Ivan Garcia was selected to create a mural at 117 N. 5th Street.

The mural, named "Poinciana's Hand", will have vivid landscapes, vibrant colors and pay homage to local history. As Mr. Garcia brings his vision to life, residents and visitors alike can anticipate an inspiring addition to the district's ever-growing collection of murals.

As a result, the selected artist is agreeing to enter into an agreement with the FPRA to proceed with the commencement of the mural.

RECOMMENDATION:

Staff recommends approval to execute the Artist Agreement

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Amount: 20,000

OTHER INFORMATION:
N/A

Attachments

Artist Agreement
City Attorney Memo



City of Fort Pierce
PAD Mural Program
Artist Services Agreement

This Agreement is made and entered into this ___ day of _____, 20___, by and between the **Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida** (hereinafter referred to as "City") and Ivan Garcia (hereinafter referred to as "ARTIST").

WHEREAS, the FPRA has approved a recommendation to commission the ARTIST to create public mural art located at 117 North 5th Street, Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached Exhibit A; and

WHEREAS, the ARTIST is willing and able to create the Work of Art for the FPRA on the terms and conditions set forth below; and

WHEREAS, the FPRA and ARTIST wish to enter into this Agreement for the ARTIST's services for the project.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

1. The ARTIST hereby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art is "Poinciana's Hand". The Location of the Work of Art shall be the East and West walls at 117 North 5th Street, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation of shall be in accordance with the Proposal.
3. The Work of Art shall be completed within 2 months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the FPRA final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain Property Owner

and FPRA's approval for completion and installation of the work described in the Proposal.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal. Services shall also include the application of sealant or a protective mural coat to prevent fading, scuffs, or marks on the Work of Art.
7. The ARTIST must inspect and report any deficiencies identified on the wall space they will be painting on to the FPRA and the Property Owner before beginning the artwork. Deficiencies are issues that can inhibit the artist from properly applying the artwork, issues such as chipped paint, surface debris, etc. It will be the sole responsibility of the Property Owner to correct any deficiencies before the artwork can begin.

COMPENSATION

1. The FPRA shall pay the ARTIST a fixed fee of Twenty Thousand Dollars (\$20,000), which shall constitute full compensation for services to be performed in the creation of the Work of Art.
2. The method of payment of fees shall be as follows;

Upon signing the agreement, the FPRA shall provide a down payment to the ARTIST equaling Ten Thousand Dollars (\$10,000) followed by the balance of the fixed fee of Ten Thousand Dollars (\$10,000) following final inspection verifying completion of Work of Art.
3. The FPRA reserves the right to inspect the progress of the Work of Art during the creation thereof. The FPRA further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art.
4. All work under this Agreement shall be completed in compliance with all applicable Code of Ordinance provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.
5. ARTIST may not transfer or subcontract the creative or artistic portions of the Work of Art to another party without the prior written approval of the FPRA.
6. ARTIST warrants that the work covered in this Agreement shall be the result of the artistic effort of the ARTIST and that the Work of Art shall be unique. The ARTIST shall deliver the Work of Art free and clear of any liens, claims, or other encumbrances of any type arising from the acts of the ARTIST.
7. The ARTIST warrants that the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall, at his expense, correct any such defects which appear for a period of one (1) year from final acceptance of the Work of Art.

8. It is understood that the product produced by the ARTIST is intended to be a Work of Art. Any use by the FPRA of the Work of Art for any purpose other than adornment of the placed site will void any warranties made by the ARTIST.
9. The ARTIST shall bear the full risk of loss of damage to the Work of Art until all services have been completed and the Work of Art has been accepted by the FPRA. The ARTIST will take such measures as are necessary to protect the Work of Art from loss or damage until the completed Work of Art has been accepted by the FPRA.

INSURANCE

1. The ARTIST should obtain liability and property damage insurance to protect himself or herself and any subcontractors performing work required by this Agreement from claims for damage for personal injury, claims for accidental death as well as from claims of property damage which may arise from operation under this Agreement.
2. The ARTIST is solely responsible for obtaining insurance under this section. The FPRA and the City shall not assume liability or be liable for any claims of damages which accrue as a result of inadequate insurance coverage by the ARTIST.
3. The ARTIST is an independent contractor and nothing in this agreement shall be construed as establishing in any way that the ARTIST is an employee, agent, or representative of the FPRA or the City. The ARTIST shall not be supervised by any employee or agent of the City of Fort Pierce.

INDEMNIFICATION

1. The ARTIST, his/her subcontractors, agents, affiliates, and employees agree to indemnify and hold harmless against liability and agree to assume legal liability for and defend the FPRA and the City and their officers, employees, and agents from and against any and all claims, actions, liabilities, assertions of liability, or other wrongful conduct of the ARTIST, his/her subcontractor, employees, affiliates, and agents in connection with the ARTIST's performance of services pursuant to this Agreement. The parties agree to give each other prompt notice of any claim of which it becomes aware, which in any way, either directly or indirectly, affects the other party.

TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.
2. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City.
3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the FPRA or the City as a result of the termination.

NOTICE

All notices or contacts required under the terms of this Agreement shall be sent to the following:

To the ARTIST: Name: Ivan Garcia
Address: 1605 Needmore Road, Apt. 3501
City/State/Zip: Clarksville, TN 37040

To the FPRA: City Manager's Office
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

With Copies to:
Sara Hedges, City Attorney
City Attorney's Office
100 U.S. Highway 1
Fort Pierce, Florida 34950

SPECIAL PROVISIONS

1. The ARTIST shall not have the power to pledge the FPRA or the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any other form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
2. The FPRA and the City are exempt from payment of Florida State Sales and Use Taxes. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the FPRA, nor is the ARTIST authorized to use the FPRA or the City's tax exemption number in securing such material. The ARTIST shall be responsible for payment of all federal state and local taxes and fees incurred in connection with this Agreement.
3. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the FPRA. Any reproduction of the Work of Art by the City of Fort Pierce or the FPRA shall contain a credit to the ARTIST.

ENTIRETY OF AGREEMENT; VENUE; CHOICE OF LAW

1. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements or understandings between the parties hereto oral or written with reference to the subject matter thereof that are not merged or incorporated herein. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and executed by the parties hereto.
2. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida. This agreement shall be subject to and governed by the laws of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto by their duly authorized representatives, as of the date first written above.

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Cox, City Clerk

Linda Hudson, Chairperson

APPROVED AS TO FORM AND
CORRECTNESS:

By:

Sara Hedges, City Attorney

ARTIST:

By: IG _____
Ivan Garcia Jul 2, 2024 11:37 CDT

Print: Ivan Garcia _____

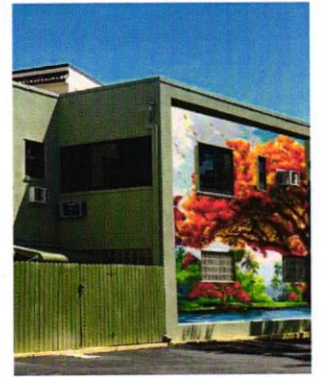
Title: ARTIST

Today's Date: 07/02/24 _____

Exhibit A
Poinciana's Hand



West Wall



East Wall

By Artist Ivan Garci



TO: SARA DELGADO, REDEVELOPMENT ASSISTANT, CITY MANAGER, ECONOMIC DEVELOPMENT DIVISION

FROM: ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY **AHD**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW AS TO FORM AND CORRECTNESS PAD MURAL PROGRAMS ARTIST SERVICES AGREEMENT FOR PROPERTY AT 117 N. 5TH STREET

CAO RLS FILE: 24-265

DATE: JUNE 27, 2024

I have reviewed the above Request for Legal Services (RLS) related to the Peacock Arts District Mural Program seeking approval of an Artist Services Agreement between the FPRA and Ivan Garcia for a mural to be installed at 117 N. 5th Street. The Agreement and its Exhibit A were both uploaded to AgendaQuick.

The Agreement is approved as to form and correctness. Be aware of the below, however, requiring your attention prior to submission to the City Commission.

PLEASE NOTE:

1. The date on the first page must be filled in;
2. The page numbers are off and should be corrected; and
3. Exhibit A must be attached to the Agreement when submitted for signatures

This Office also received a copy of the agreement that was signed by the Artist on 6/20/24. The Agreement signed by the Artist must be voided for two reasons: (1) Exhibit A was not attached to the signed Agreement; and (2) the Agreement had not been approved by this office before being executed (see CAO Memo. RLS 24-213).

In the future, you should not circulate any agreement for signatures until it has been approved by this office. When an agreement is sent to another party for signature, you must make sure to attach all referenced exhibits.

If you have any questions about how to proceed, please do not hesitate to contact this office.

/ahd

FPRA Regular Meeting - 5:05 p.m.

7. b.

Meeting Date: July 9, 2024

Re: Approval Executing a PAD Mural Program Property Owner Agreement with James Goertler, 117 N. 5th Street

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

SUBJECT:

Approval Executing a PAD Mural Program Property Owner Agreement with James Goertler, 117 N. 5th Street

SUMMARY:

The PAD Mural Program aims to enhance the district by bringing accessible and captivating art to our community. The FPRA is attempting to make the greatest impact in the Peacock Arts District by strategically curating murals within a concentrated zone while spreading beautification efforts throughout the area. By involving a variety of properties on various streets within the target area, we can enhance diversity and create a more dynamic experience for residents and visitors. We believe that placing murals in unique locations can add to the special charm of the district and help achieve a vibrant atmosphere.

After the property owner application cycle in November 2023, the participating property owners were selected. After choosing an artist in March 2024, design modifications between the property owner and the artist were finalized. An agreement has been established between the FPRA and the property owner to assure an understanding of the expectations. Once approved, staff will proceed to work with the property owner for the successful completion of the mural.

RECOMMENDATION:

Staff recommends approval to execute the Property Owner Agreement.

ALTERNATIVES:

Staff will proceed as directed by the board.

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2024
Amount: 20,000
OTHER INFORMATION:
N/A

Attachments

Property Owner Agreement
Exhibit A
Mural Design
City Attorney Memo 5.22.24



City of Fort Pierce PAD
Mural Program
Property Owner Agreement

This Agreement is made and entered into this ____ day of _____, 202__, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and James Goertler (hereinafter referred to as "Property Owner"), owner of property/building located at 117 North 5th Street in the City of Fort Pierce, Florida.

WHEREAS, the City, through the FPRA, has developed the Peacock Arts District (PAD) Mural Program, the purpose of which is to promote and commemorate the City's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The program shall strive for diversity of style, scale, and media represented in a series of murals on buildings in the City; and

WHEREAS, the Property Owner recognizes that the purpose of the program, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the Property Owner and therefore desires to have a mural painted on the side of their building; and

WHEREAS, the nature of the PAD Mural Program is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Property Owner hereby agrees to allow the FPRA to have a mural mounted or painted on the East and West walls of the building located at 117 North 5th Street.
2. The dimensions of the mural will be dependent upon the subject and Program. The mural shall be allowed to remain on the wall for a period of five (5) years. The Property Owner has the right to pay for enhancement, maintenance, or removal of the mural.
3. This Agreement may be extended for successive five (5) year periods upon the execution of a mutually agreed upon written extension agreement between the Property Owner and the FPRA.
4. During the term, or any extension thereof, at such time as the property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural

is located, or the mural otherwise interferes with the Property Owner's use, occupancy, or control of the property, then at the Property Owner's sole discretion, the Property Owner has the right to cancel this Agreement upon six (6) months' written notice to the FPRA.

5. The FPRA agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The Property Owner has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The Property Owner shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

6. The murals will be applied directly to the wall on a wall surface that is prepared by the Property Owner for the Artist. Preparing the surface shall include but is not limited to pressure washing and priming. It is the responsibility of the Property Owner to properly inspect their wall surface before the mural installation and obtain approval of the wall surface preparation by the FPRA when the Property Owner believes it is ready for the Artist to begin the artwork.

7. The Property Owner agrees to provide the FPRA and Mural Artist with reasonable access to the site for such work so as not to interfere with the Property Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the Property Owner at its cost and the mural's condition shall not be allowed to deteriorate. The Property Owner has the right to maintain and clean the mural.

8. The Property Owner understands and agrees that the placement of the mural on the site in no way entitles the Property Owner to use, at its discretion, the artwork for advertising/profit-making purposes, or any other publicity, except under conditions in which the artwork has been released by both the FPRA and the Artist.

- a. The Property Owner may reproduce the artwork for purposes of publicity, awareness, and promotion of the PAD Mural Program pursuant to and subject to the terms of the Artist's Limited Release attached as Exhibit A and incorporated herein by reference. The artwork may not be used for advertising or profit-making by the Property Owner. Any reproduction of the artwork by the Property Owner must contain a credit to the Artist.

9. The Property Owner agrees to indemnify and hold the FPRA and the City and their commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, and employees harmless from all liabilities, third-party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Property Owner's representations and promises and performance of obligations under this Agreement.

10. The City of Fort Pierce's PAD Mural Program Committee will present options to the Property Owner to make the final selection.

11. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida.

12. This Agreement shall be subject to and governed by the laws of the State of Florida.

13. Any notices required pursuant to this Agreement shall be served at the following addresses:

CITY OF FORT PIERCE:

City Manager's Office
City of Fort Pierce
100 N. U.S. Hwy. 1
Fort Pierce, FL 34950

PROPERTY OWNER:

Business Name: James Goertler
Business Address: 117 North 5th Street, Fort
Pierce, FL 34950

With copies to:

Sara Hedges
The City Attorney's Office
100 N. U.S. Hwy. 1
Fort Pierce, FL 34950

14. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the FPRA and the Property Owner have executed this Agreement as of the date first above written.

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Cox, City Clerk

Linda Hudson, Chairperson

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
Sara Hedges, City Attorney

PROPERTY OWNER:

By: James Goertler
James Goertler (Jul 1, 2024 08:32 EDT)

Print: James Goertler

Title: OWNER

Today's Date: 07/01/24



**City of Fort Pierce
PAD Mural Program
Artist's Limited Release**

I, Ivan Garcia, as the ARTIST of the Work of Art titled Poinciana's Hand, hereby consent to and give permission for the Property Owner located at 117 North 5th Street to reproduce the Work of Art for publicity, awareness, and promotion of the PAD Mural Program. Such reproduction may include the use of the Work of Art on social media by the Property Owner. The Work of Art may not, however, be used for advertising or profit-making by the Property Owner. Any reproduction of the Work of Art by the Property Owner must contain a credit to the ARTIST.

ARTIST:

Signature: _____

Print: _____

Today's Date: _____





TO: SARA DELGADO, REDEVELOPMENT ASSISTANT, CITY MANAGER, ECONOMIC DEVELOPMENT DIVISION

FROM: ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY **AHD**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW AS TO FORM AND CORRECTNESS PAD MURAL PROGRAMS ARTIST AND PROPERTY OWNER AGREEMENTS FOR PROPERTY AT 117 N. 5TH STREET

CAO RLS FILE: 24-213

DATE: MAY 22, 2024

I have reviewed the above Request for Legal Services (RLS) related to the Peacock Arts District Mural Program seeking approval of two documents:

- A. Property Owner Agreement between the FPRA and James Goertler; and
- B. Artist Services Agreement between the FPRA and Ivan Garcia

The Property Owner Agreement is approved with my changes (discussed below).

Exhibit A to the Property Owner Agreement (Artist's Limited License) requires changes (discussed below). This office trusts staff to make the necessary changes to the Exhibit and have the document re-executed before attaching it to the Property Owner Agreement.

The Artist Services Agreement is incomplete (missing Exhibit A) – accordingly it cannot be approved at this time and will need to be resubmitted.

Here are my changes/corrections to the Agreements:

A. Property Owner Agreement:

- (1) changed gender references from "his or her" to "their" in the recitals (please update the template)
- (2) changed wall (singular) to walls (plural) in Paragraph 1 due to the corner lot configuration
- (3) supplied missing words in Paragraph 3 (please update template)
- (4) supplied an apostrophe in Paragraph 4 (please update template)
- (5) corrected description of Owner in Paragraph 9 (please update template)

Exhibit A to the Property Owner Agreement (Artist's Limited Release) needs to be revised to clearly identify the artist and the name of the project. If the Artist is to receive proper credit from the Property Owner, these critical items must be properly set forth on the Artist's Limited Release attached to the agreement executed by the Property Owner. These terms should be typed and carefully reviewed for accuracy. (I note the title of the work on the Release differs from the title in the Artist Services Agreement, and the name of the Artist appears as both "Ivan G" and "Ivan Garcia").

B. Artist Services Agreement (update template where necessary)

- (1) *Recitals*: Deleted improper paragraph breaks in first Recital
- (2) *Scope of Services*: paragraph 2 - deleted extraneous word and changed wall to “walls” due to the corner lot configuration
- (3) *Compensation*: errors corrected in paragraphs 2, 3, and 5
- (4) *Indemnification*: added “.” at end of paragraph.
- (5) *Entirety of Agreement; Choice of Forum*
 - Changed paragraph title to “Entirety of Agreement; Venue; Choice of Law”
 - Corrected grammar in paragraph 1
 - Added “Florida Law” provision to paragraph 2

Exhibit A to the Artist Services Agreement was not submitted with the RLS. Accordingly, the Artist Services Agreement is incomplete and cannot be approved by this office at this time.

C. Conclusions

I noted that the paragraphs in both agreements are not consistently formatted, the margins are off, and the page numbers are in a different font from the body of the agreements. Please feel free to fix the templates for ease of readability before resubmitting and before submitting future agreements based on this template.

I have uploaded a Redline version of both agreements in WORD so you can see my suggested changes/corrections easily. For your convenience, I have also uploaded a CHANGES ACCEPTED version of both agreements.

- With the suggested changes, and the revision to Exhibit A, the Property Owner’s Agreement is approved as to form and correctness.
- The Artist Services Agreement is **not** approved due to the missing exhibit. Please make my suggested changes to the Artist Services Agreement before resubmitting this RLS.

In the future, please make sure you are following the RLS Policy and Procedures. Multiple contracts should not be submitted in one RLS. They must be submitted separately.

If you have any questions about how to proceed, please do not hesitate to contact this office.

/ahd

FPRA Regular Meeting - 5:05 p.m.

8. a.

Meeting Date: July 9, 2024

Re: CRA

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution FPRA 24-03 appointing members to the CRA Advisory Board.

SUMMARY:

The terms of Phil Thompson and Chad Ingram expire on 7/27/2024; they are at-large members. Applications were solicited via press releases and the attached applications were received in response. Mr. Thompson submitted an application seeking reappointment.

RECOMMENDATION:

Select two at-large members.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Communications

Attachments

24-03

Becht, Edward

Hypolite, Shantell

Thompson, Phil

van der Lugt, Dale

Ingram, Chad

FPRA RESOLUTION NO. 24-03

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

BE IT RESOLVED BY THE FORT PIERCE REDEVELOPMENT AGENCY OF THE CITY OF FORT PIERCE, FLORIDA, that the following be and are hereby appointed by the Fort Pierce Redevelopment Agency to serve as members of the Community Redevelopment Agency Advisory Committee in accordance with FRPA Resolution No. 13-05, 16-01 and 21-18; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

<u>Name</u>	<u>Seat</u>	<u>Term Expires</u>
_____	at-large	7/31/2026
_____	at-large	7/31/2026

BE IT FURTHER RESOLVED that this Resolution shall become effective on July 27, 2024.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 9th day of July, 2024.

LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

LINDA W. COX, Agency Secretary

APPROVED AS TO FORM
AND CORRECTNESS:

SARA K. HEDGES
Agency Attorney

Print

Application For Appointment/Reappointment - Submission #22557

Date Submitted: 6/14/2024

Name of Board or Boards for which you are applying:*

CRA Advisory Board

Name:*

Edward Becht

Home Address:*

3029 South Indian River Dr

City:*

Ft Pierce

State:*

FL

Zip:*

34982

How long at this address?*

25 years

Telephone Number*

772-216-8273

If less than two years, provide prior address:

321 South Second Street

Are you a citizen of the United States? *

Yes

No

Occupation: *

attorney

Employer:*

Saint Lucie County Tax Collector

Do you own a business that operates within the City of Fort Pierce?*

- Yes
 No

If yes, list the address and nature of said business:

CEBAD Investments, LLC is a real estate holding company

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- Yes
 No

If yes, in which organization and in what capacity?

Fort Pierce

Are you employed by a business that is located within the City of Fort Pierce?*

- Yes
 No

If yes, state the business and location:

SLC Tax Collector

Do you have special training or knowledge in the area of:

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate Brokering:*

Yes

No

Finanace/Accounting:*

Yes

No

Contracting:*

Yes

No

Land Development:*

Yes

No

Utilities:

Yes

No

Management:*

Yes

No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I have been doing business in Fort Pierce all of my life. Currently I am inhouse counsel for the SLC Tax Collector. During my active years as a private attorney i represented a multitude of private developers as they attempted to build projects in Fort Pierce, and SLC. In the not so distant past i actually was a Member of the FPRA. .

Are you currently a member of a Commission-appointed board/committee?*

Yes

No

If yes, please specify:

Have you ever been convicted of a felony?*

Yes

No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

Yes

No

Referred by:*

Applicant Email Address:*

Date:*

Applicant's Signature:*

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcx@cityoffortpierce.com.

Upload Resume (Optional)

 No file chosen

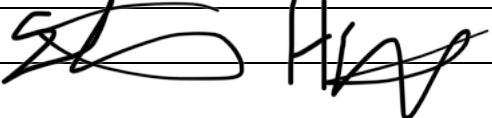


CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CRA Advisory Committee

Name: Shatell Lynn Hypolite	Phone: 772-882-0576
Home Address: 120 N 11th Street City/Zip Code: Fort Pierce, 34950	How long at this address? 14 years
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: Homemaker/ Realtor	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Please see attached	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: Advertisement	Applicant Email Address: Shatellhypolite1871@gmail.com
Date: 06/07/2024	Applicant's Signature 

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Shatell Hypolite
772-882-0576

I have over eight years of experience as a medical assistant and office manager at a well-regarded family practice. Additionally, I have been a dedicated full-time homemaker for the past eight years, which I consider my most valuable role. During this time, I served on the board of Alpha Head Start for the maximum term of four years and was an active member of the Fairlawn Elementary Magnet School and Forest Grove PTO.

As a former truck company owner, I managed dispatching, rate negotiations, and all related paperwork, demonstrating my strong organizational and multitasking abilities. With exceptional customer service skills developed over years in various customer-oriented roles, I excel in communication and negotiation.

As a licensed real estate agent, I am committed to helping others achieve their dreams and goals. I am actively involved in volunteer work within the community and instill the importance of volunteering in my children. I believe that small gestures, like saying "Good Morning," can brighten someone's day.

My husband was born and raised in Fort Pierce, and our children were born and raised in St. Lucie County. I moved to St. Lucie County when I was three years old and to The City of Fort Pierce when I was twelve. This is my home, and I proudly share this with everyone.




CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

CRA Advisory Committee

Name of Board or Boards for which you are applying: _____

Name: Philip J. Thompson		Phone: (772) 999-4784	
Home Address: 305 Fernandina Street Fort Pierce, FL 34949 City/Zip Code:		How long at this address? 6 Years	
Are you a citizen of the United States?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Real Estate Developer & General Contractor (CGC)			
Do you own a business that operates within the City of Fort Pierce?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, list the address and nature of said business: CORAL REEF GENERAL CONTRACTING, LLC 305 Fernandina Street Fort Pierce, FL 34949 Certified General Contractor (CGC1528473)			
Do you now or in the future plan to do business with the City of Fort Pierce?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, in what capacity? Yes; Bids for Public Work & Private Development Projects.			
Are you employed by a business that is located within the City of Fort Pierce?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, state the business and location: CORAL REEF GENERAL CONTRACTING, LLC 305 Fernandina Street Fort Pierce, FL 34949			
Do you have special training or knowledge in the area of:			
Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No		Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No		Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Other: Describe your education, background, training and knowledge – (feel free to attach a resume): I am a private Land Developer, Home Builder & Certified General Contractor based in Fort Pierce.			
Are you currently a member of a Commission-appointed board/committee?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please specify: Chair of the CRA; Member of the AHAC.			
Have you ever been convicted of a felony?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, what was the nature of the crime(s) you were convicted of:			
Referred by:		Applicant Email Address: coralreefgc@gmail.com	
Date: 06/11/24		Applicant's Signature 	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Print

Application For Appointment/Reappointment - Submission #22555

Date Submitted: 6/12/2024

Name of Board or Boards for which you are applying:*

FPRA Community Redevelopment Committee

Name:*

Dale van der Lugt

Home Address:*

6020 Indrio Rd i7

City:*

Fort Pierce

State:*

FL

Zip:*

34951

How long at this address?*

24 years

Telephone Number*

772-713-5067

If less than two years, provide prior address:

Are you a citizen of the United States? *



Yes



No

Occupation: *

Administrative Assistant / Bookkeeper / HR

Employer:*

Savanna Concierge LLC

Do you own a business that operates within the City of Fort Pierce?*



Yes



No

If yes, list the address and nature of said business:

I am employed by Savanna Concierge LLC with a business address of 117 Orange Ave Fort Pierce, FL 34950

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*



Yes



No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*



Yes



No

If yes, state the business and location:

I am employed by Savanna Concierge LLC with a business address of 117 Orange Ave Fort Pierce, FL 34950

Do you have special training or knowledge in the area of:

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate Brokering:*

Yes

No

Finance/Accounting:*

Yes

No

Contracting:*

Yes

No

Land Development:*

Yes

No

Utilities:

Yes

No

Management:*

Yes

No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I was a Manager and District Manager for a large corporation in the past and was also a business owner in Downtown Fort Pierce for 5 years. Currently, I represent multiple companies within the FPRA district as a bookkeeper and administrator.

Are you currently a member of a Commission-appointed board/committee?*

Yes

No

If yes, please specify:

Have you ever been convicted of a felony?*

Yes

No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

Yes

No

Referred by:*

Applicant Email Address:*

Date:*

Applicant's Signature:*

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

 No file chosen

From: noreply@civicplus.com
To: [Linda Cox](#)
Subject: Online Form Submittal: Application For Appointment/Reappointment
Date: Friday, July 5, 2024 12:01:53 PM

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.

Application For Appointment/Reappointment

Name of Board or Boards for which you are applying:	CRA
Name:	Chad Ingram
Home Address:	411 N 9th Street
City:	Fort Pierce
State:	FL
Zip:	34950
How long at this address?	4 years
Telephone Number	786-389-4891
If less than two years, provide prior address:	<i>Field not completed.</i>
Are you a citizen of the United States?	Yes
Occupation:	Non profit Director
Employer:	Bcause We Love Lincoln Park
Do you own a business that operates within the City of Fort Pierce?	No
If yes, list the address and nature of said business:	<i>Field not completed.</i>
	Yes

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?

If yes, in which organization and in what capacity? Land development

Are you employed by a business that is located within the City of Fort Pierce? Yes

If yes, state the business and location: Bcause We Love Lincoln Park @ 111 Orange Ave # 306

Do you have special training or knowledge in the area of:

Engineering: No

Architecture: Yes

Real Estate Brokering: Yes

Finanace/Accounting: Yes

Contracting: No

Land Development: Yes

Utilities: Yes

Management: Yes

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) I am a community redevelopment and social enterprises consultant

Are you currently a member of a Commission-appointed board/committee? Yes

If yes, please specify:	Affordable housing and CRA
Have you ever been convicted of a felony?	No
If yes, what was the nature of the crime(s) you were convicted of:	<i>Field not completed.</i>
If appointed, are you willing to attend a training session which could last several hours?	Yes
Referred by:	N/A
Applicant Email Address:	Fortpiercechad@gmail.com
Date:	04/05/2024
Applicant's Signature:	Jermaine Chad Ingram

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION.
PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email icox@cityoffortpierce.com.

Upload Resume (Optional)	<i>Field not completed.</i>
--------------------------	-----------------------------

Email not displaying correctly? [View it in your browser.](#)

FPRA Regular Meeting - 5:05 p.m.

8. b.

Meeting Date: July 9, 2024

Re: Review and Accept FY 2025 FPRA Project Based Budget

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

SUBJECT:

Review and Accept FY 2025 FPRA Project Based Budget

Attachments

Project Based Budget List

**FY 2025 Fort Pierce Redevelopment Agency
Proposed Project-Based Budget**

PROJECT	FY25 Budget
PAD Mural Program	\$ 50,000.00
Art in the Park - Free public art workshops	\$ 20,000.00
Sunrise Theatre Mural	\$ 75,000.00
Ground Cover Enhancement Surrounding Trees in Downtown District	\$ 30,000.00
Enhanced Commercial-Grade Decorative Lighting	\$ 100,000.00
Neighborhood Identification and Branding	\$ 250,000.00
Street Pole Banners	\$ 50,000.00
Wayfinding/Gateway Signage	\$ 300,000.00
SAFE CAMS Grant Program	\$ 100,000.00
Paint Grant Program	\$ 50,000.00
Sign Grant Program	\$ 50,000.00
Crime Prevention Through Environmental Design Grants	\$ 200,000.00
Curb Appeal Grant Program	\$ 100,000.00
Old St. Anastasia Exterior Renovation	\$ 200,000.00
Seven Gables House Exterior Renovation	\$ 500,000.00
Avenue D Parking Lot	\$ 128,000.00
Surplus Property Development	\$ 200,000.00
Beach/Inlet/Port Projects - St. Lucie County ILA	\$ 500,000.00
Percy Peek Gymnasium Improvements	\$ 100,000.00
Jetty Park West - Park and Parking Enhancement	\$ 350,000.00
JCPenney Parking Resurfacing and Beautification	\$ 350,000.00
Moore's Creek Linear Park - Design	\$ 250,000.00
Veteran's Memorial Park - Design	\$ 100,000.00
Lincoln Park Regional Park - Master Plan	\$ 150,000.00
Lincoln Park Master Plan	\$ 250,000.00
Western Peninsula Charrette	\$ 100,000.00
Lincoln Park Community Center - Design	\$ 200,000.00
Depot Drive Pedestrian Promenade and Parking Enhancement	\$ 250,000.00
Sunrise Center Conference Center - Design	\$ 200,000.00
Marina Park - Design	\$ 150,000.00
Festival Street Design on 2nd Street	\$ 250,000.00
Old St. Anastasia Property Master Plan	\$ 125,000.00
Community Policing Details	\$ 250,000.00
Community Policing SROs	\$ 350,000.00
Public Safety Cameras throughout FPRA	\$ 100,000.00
Peace and Safety Initiative	\$ 315,000.00
Avenue A and US1 Intersection - Design	\$ 250,000.00
Citrus Avenue Streetscape	\$ 100,000.00
29th Street - Pedestrian Safety, Streetscape Improvements	\$ 250,000.00
Avenue D Streetscape	\$ 1,500,000.00
Freebee	\$ 220,000.00
Youth Recreational Programming	\$ 100,000.00

FPRA Regular Meeting - 5:05 p.m.

8. c.

Meeting Date: July 9, 2024

Re: Review and Accept FY 2025 FPRA Operating Budget

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

SUBJECT:

Review and Accept FY 2025 FPRA Operating Budget

Attachments

FY25 Operating Budget

Proposed Budget for Fiscal Year 2024/25

Fund Title: Fort Pierce Redevelopment Agency	Department: City Manager
Fund/Division Number: 104-0000	Division: FPRA

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
<u>Budgeted Staffing Level</u>				
Total Budgeted Staffing Level	0	0	0	0

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
<u>Personnel Services</u>				
Total Personnel Services	\$ 0	\$ 0	\$ 0	\$ 0

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
<u>Operating Expense</u>				
3120 Legal Fees	\$ 0	\$ 0	\$ 0	\$ 0
3190 Consultant Fees	147,940	11,775	0	250,000
3200 Accounting & Auditing	8,000	8,000	9,000	9,540
3440 Demolition	21,730	0	0	0
3468 Marina Operation	5,247	0	6,000	0
3490 Contractual Fees	232,232	285,405	500,000	970,000
4020 Travel & Education	4,278	8,615	10,000	20,000
4110 Communications	0	0	0	0
4120 Freight and Postage	0	0	600	500
4310 Utilities	32,574	31,939	30,000	40,000
4410 Equipment Rental	3,693	0	0	0
4430 Land Lease	84,255	120,296	60,000	125,000
4510 Insurance	130,270	64,199	192,000	575,000
4620 Site Maintenance	86,630	98,533	125,000	275,000
4650 Vehicle Maintenance	0	0	0	0
4651 Vehicle Parts	0	0	0	0
4675 Software Maintenance	0	1,226	0	0
4720 Outside Printing	0	0	0	0
4810 Advertising	880	851	5,000	5,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Fort Pierce Redevelopment Agency	Department: City Manager
Fund/Division Number: 104-0000	Division: FPRA

	2021/22	2022/23	2023/24	2024/25
	Actual	Actual	Approved	Proposed
<u>Operating Expense, cont'd</u>				
4911 Loan Interest	0	0	0	0
4940 Bad Debts	0	0	0	0
4960 Administrative Fees	175,000	175,000	175,000	181,000
4980 Contingency	0	0	87,292	0
4985 Real Estate Taxes	36,753	37,064	45,000	45,000
4990 Miscellaneous Expenses	1,451	45	10,000	0
5110 Office Supplies	0	0	0	0
5120 EDP Supplies	0	0	0	0
5210 Gas and Oil	47	0	0	0
5410 Books, Pubs, Subscriptions & Mbrshp	2,045	2,670	2,500	5,000
Total Operating Expense	\$ 973,026	\$ 845,618	\$ 1,257,392	\$ 2,501,040
<u>Capital Outlay</u>				
6100 Land	\$ 0	\$ 0	\$ 0	\$ 0
6200 Buildings	0	46,327	1,150,000	390,583
6310 Roads & Bridges	0	145,752	1,750,000	350,000
6320 Other improvements	43,120	209,726	400,000	788,252
6410 Office Equip & Machinery	23,738	122,673	0	0
6440 Office Equip & Machinery/Vehicle	0	47,000	0	0
Total Capital Outlay	\$ 66,858	\$ 571,479	\$ 3,300,000	\$ 1,528,835
<u>Other Programs & Projects</u>				
8340 Other Grants & Aids	\$ 13,400	\$ 136,965	\$ 400,000	\$ 1,020,000
8347 Community Policing	250,875	350,060	525,000	1,015,000
8392 Youth Activities	20,000	26,000	0	100,000
Total Programs & Projects	\$ 284,275	\$ 513,026	\$ 925,000	\$ 2,135,000
<u>Transfers</u>				
90 01 General-Debt Service (2010B)	\$ 421,376	\$ 0	\$ 0	\$ 0
90 01 General-Debt Service/(2019A)	2,067,525	2,065,500	2,065,050	2,056,950
9118 Debt Service 2015A	1,619,200	1,621,440	1,622,400	1,622,080
9119 Debt Service 2015B	896,600	0	0	0
9120 Debt Service 2020B2-Land	247,251	150,264	0	0
9121 Debt Service 2021	0	829,200	836,000	836,600
9166 Sunrise Theatre	450,000	450,000	500,000	0
9167 General	581,945	168,484	1,262,315	2,000,000
9184 Special Revenue Fund	0	267,966	0	0
9189 Police Grants/FPRA	115,115	0	446,513	917,032
Total Transfers	\$ 6,399,012	\$ 5,552,854	\$ 6,732,278	\$ 7,432,662
TOTAL APPROPRIATIONS	\$ 7,723,171	\$ 7,482,976	\$ 12,214,670	\$ 13,597,537

FPRA Regular Meeting - 5:05 p.m.

9. a.

Meeting Date: July 9, 2024

Re: FPRA Programs & Activities Summary

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

SUBJECT:

FPRA Programs & Activities Summary

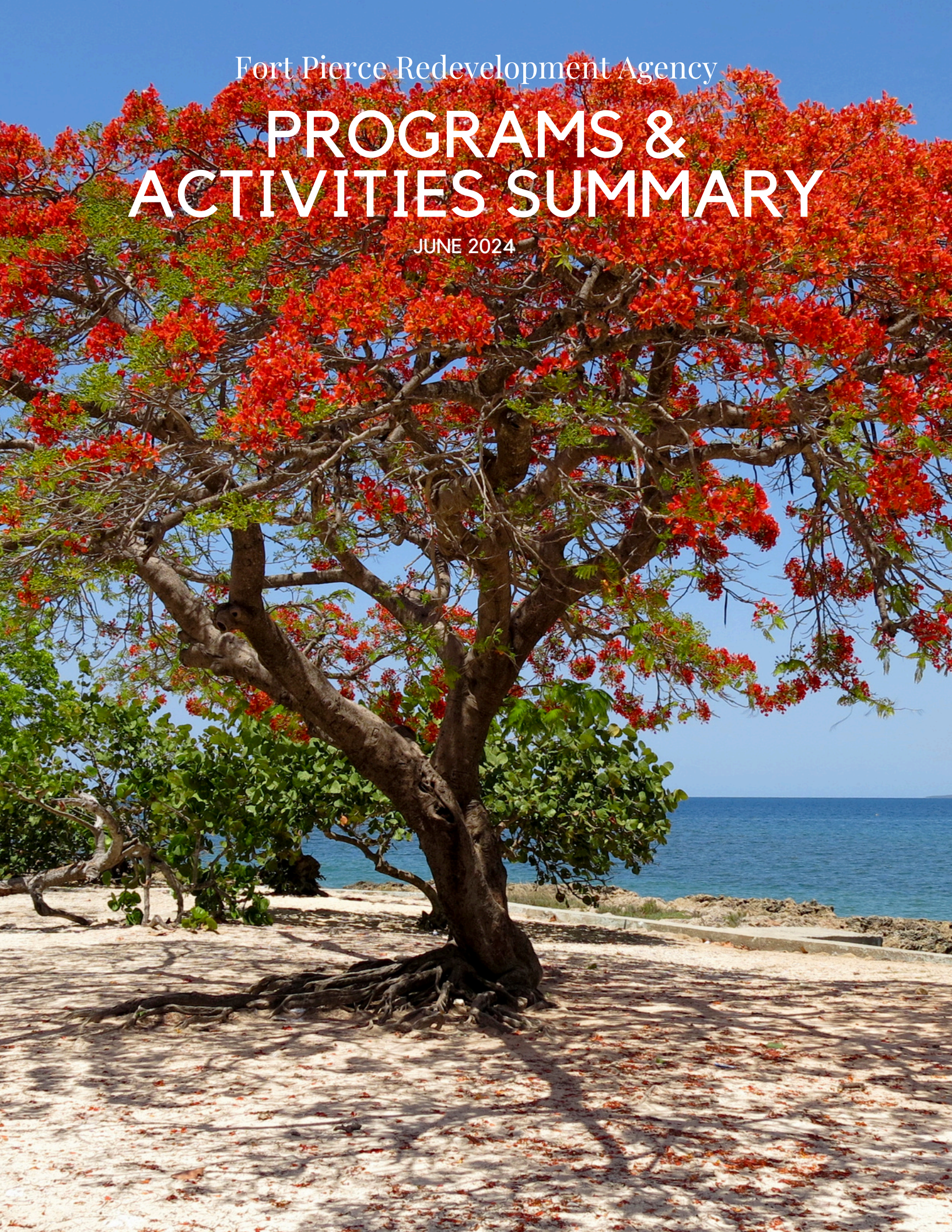
Attachments

FPRA Programs & Activities Summary

Fort Pierce Redevelopment Agency

PROGRAMS & ACTIVITIES SUMMARY

JUNE 2024



Freebee

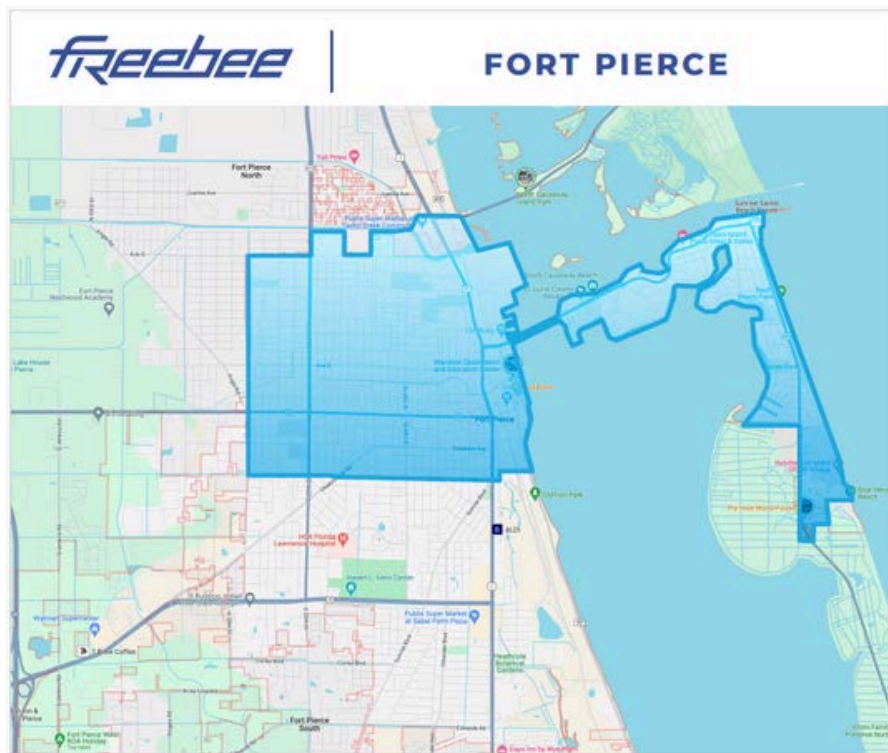
Freebee is a free, on-demand, 100% electric transportation service that serves the Fort Pierce Redevelopment Agency's districts. This program was launched on February 15, 2023 as a 1 year pilot program to provide consumers with door-to-door service to local businesses, beaches, and local events from 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 was approved to continue the service and expand the boundaries and days and hours of operation beginning June, 2024.



Update for July 2024

Geofence Adjustment: After careful consideration and feedback from the community, Freebee will be removing the Okeechobee Corridor and US Hwy1 South of Georgia Avenue from its service area. We will expand North to include Taylor Creek Commons Plaza. This adjustment aims to optimize service efficiency and enhance the overall experience for riders and local businesses.

Service Focus: Freebee's services will primarily focus on transporting individuals between their homes and local businesses, and vice versa. This refined approach underscores our commitment to supporting the local economy by facilitating convenient and sustainable transportation options.



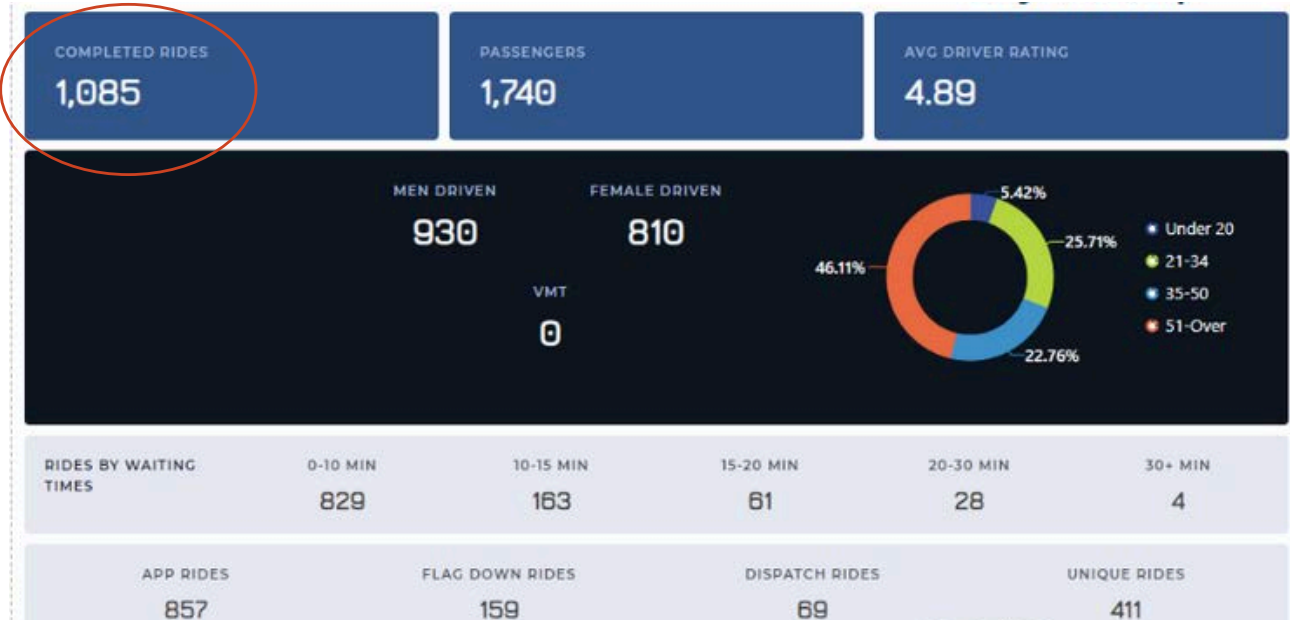
Freebee



Zone Summary June Ridership



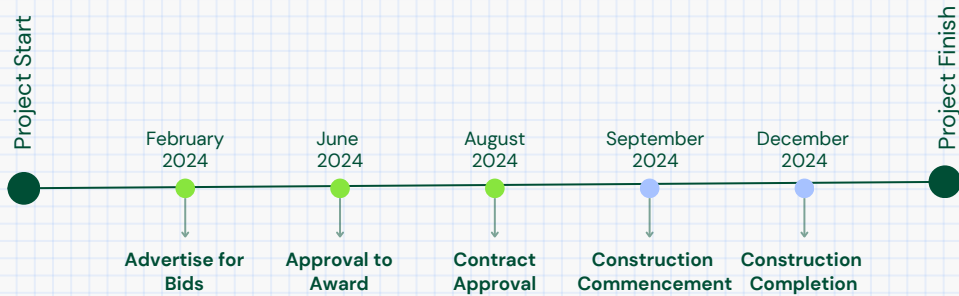
May Ridership



Parking Infrastructure

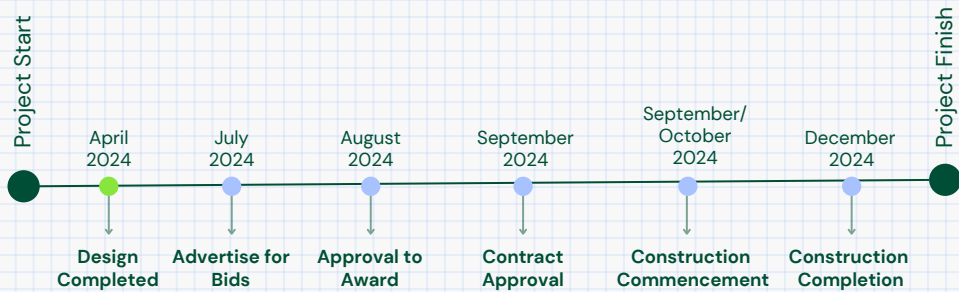
Project Timeline 1200 Avenue D & Means Ct.

The construction contract was awarded to the low bidder, Close Construction Services, LLC at the June FPRA meeting. The parking lot is to be constructed at the southeast corner of Avenue D and Means Court and will include curbing, landscaping, site lighting, custom bike rack, and pedestrian access to Avenue D.



Project Timeline JC Penney Parking Lot

Engineering is finalizing the construction design documents and is targeting to advertise for Bids in July .



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.

We are pleased to announce that the following five properties will be available for sale through the Purchasing Department's bid process in the coming months:

- 2403-711-0001-000-3 Dundas Ct
- 2404-710-0017-000-8 N 22nd St
- 2404-808-0021-000-9 1306 N 16th St
- 2404-812-0009-000-2 Avenue I
- 2409-506-0038-000-9 427 N 16th St

Commercial Façade Grant

The Commercial Façade Grant Program aims to support the revitalization of commercial corridors within the FPRA District by encouraging private investment in improvements that enhance building and property appearance, and eliminate blight and non-conforming design standards. This initiative is intended to stimulate redevelopment in the FPRA District, enhancing visual aesthetics and leading to increased property values, tenant occupancy, economic development, and job creation.

The FPRA is excited to announce the relaunch of the Commercial Façade Grant program. This grant program offers financial assistance in the form of a reimbursable grant, matching 50% of costs up to \$25,000. To qualify, properties must be located within the FPRA District and be commercially zoned.

The application period will remain open until all allocated funds are depleted. For eligibility requirements and to apply, please visit: [FPRA Grants | Fort Pierce, FL - Official Website \(cityoffortpierce.com\)](https://www.cityoffortpierce.com/fpra-grants).

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.

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



\$37,380.30
Disbursed

46
properties have been
approved for reimbursement

\$12,619.70
Remaining in the budget

The application period will remain open until all allocated funds are depleted. For eligibility requirements and to apply, please visit: [FPRA Grants | Fort Pierce, FL - Official Website \(cityoffortpierce.com\)](https://www.cityoffortpierce.com/fpra-grants).

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.

As of today, the Commercial Sign Program continues to accept applications for participation, demonstrating ongoing interest and engagement from property owners within the FPRA District. Since its inception, the program has approved a total of eight applications for reimbursement, amounting to \$31,662.50 in financial assistance allocated to businesses for sign upgrades and replacements.



The application period will remain open until all allocated funds are depleted. For eligibility requirements and to apply, please visit: [FPRA Grants | Fort Pierce, FL - Official Website \(cityoffortpierce.com\)](https://www.cityoffortpierce.com/fpra-grants).

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.



- On May 7, 2024, the Planning Department administratively approved the Certificate of Appropriateness for exterior restorations.
- Innovative Masonry Restoration submitted their DPCR application with the Building Department and the permits were approved in June.
- On June 19, 2024, the contractor began the initial phases of the restoration process by moving equipment onto the property and starting work on the historic building.





pad
PEACOCK ARTS DISTRICT

Mural Program



The Fort Pierce Redevelopment Agency (FPRA) has successfully secured three properties for murals located at:

- 526 Avenue A
- 717 Orange Avenue
- 117 N. 5th Street

Artist and property owner agreements have been signed for 117 N. 5th Street. Once approved by the FPRA Board, the artist has a start date for mid July.



The *Call for Artist* for 526 Avenue A and 717 Orange Avenue properties has concluded and the property owner is currently reviewing the submitted artist designs.

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.



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.



The construction of the first housing unit at lot #6/317 Means Court is on schedule, with completion and sale expected by November. Despite previous challenges with securing construction financing, the developer has received a draft commitment letter for a \$700K line of credit from the Florida Community Loan Fund, which could allow for the commencement of construction on multiple units.

Highwaymen Museum

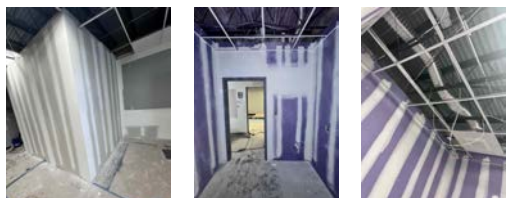
The City of Fort Pierce was awarded an African American Cultural and Historical Grant from the Department of State in the amount of \$483,662 for the renovation of the Jackie L. Caynon Building to create the City of Fort Pierce Florida Highwaymen Museum. Slated to open in January 2024, the museum, honoring 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.

A Groundbreaking Ceremony will be held on **July 9, 2024 at 10:30AM** to mark the start of renovations the to Jackie Caynon Building, located at 1234 Avenue D. to transform the two-story building the future home of the Highwaymen Museum. This museum will serve as a testament to the artistic legacy of the Highwaymen and a beacon of cultural enrichment for the community.

The groundbreaking stands as the first, crucial step towards realizing this vision. We invite everyone to join us in marking this momentous occasion.

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.



Progress continues on the Means Court Center improvements, with drywall ready for paint and wallpaper. The ceiling grids and fans have been reinstalled in the bathrooms, door frames have been installed, and all doors and hardware are expected to arrive within the coming weeks.

According to the revised project schedule, the first floor is expected to be completed in September 2024 and work on the second floor is expected to commence in October 2024 and be completed in January 2025.

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 month of June at the Sunrise Theatre has been filled with joyous laughter, melodious singing, and energetic dance music, thanks to the enthusiastic little campers of Stagefright Academy. In collaboration with Sunrise Theatre, one of two three-week-long summer camps has successfully concluded, showcasing the budding talents of young performers.

Throughout the three weeks, children from the community came together to learn, create, and collaborate on a delightful production. The culminating event, held on Friday, June 21, was a heartwarming rendition of "Where the Wild Things Are," delighting audiences with their creativity and enthusiasm.



Session 2 "We Are All Heroes" July 8 - July 26

Parents and guardians still have the chance to enroll their children in the remaining summer camp session, which begins on July 8 and camp hours are Monday through Friday, from 8:30 AM to 4:30 PM. This is a perfect opportunity for young performers to explore their talents, make new friends, and experience the magic of theatre under the guidance of experienced instructors.

Registration Information:

<https://stagefrightacademy.org/summer-2024>

Lease and Operational Management of Sunrise Theatre

The City of Fort Pierce is currently accepting proposals for the lease and management of the Sunrise Theatre. Interested parties are encouraged to submit their proposals by **July 31, 2024**, through the City's Request for Proposals process.

Exploring the option to contract with an external entity to manage the Sunrise Theatre comes with several key benefits for our community. By bringing in external expertise and resources, the City seeks to enhance the overall operations of the theatre, introduce fresh programming ideas, and improve the experience for our community. An outside entity may also bring in new connections and partnerships that could further support the long-term sustainability and growth of the theatre.

This initiative will be a community-led effort, with representatives from the Sunrise Theatre Advisory Board and the Sunrise Theatre Foundation actively participating as part of the evaluation committee. Through this process, the City of Fort Pierce aims to select a partner that supports the vision and values of the Sunrise Theatre, ensuring that it continues to be a vibrant cultural hub within our community while also fostering its long-term financial sustainability.

DOWNTOWN

DETAIL

During the month of June 2024, there were a total of 24 FPRA details that worked for the downtown area. There were 93 calls for service during the detail times. The top three activities logged were traffic stops, patrols, and responding to suspicious persons.

During this time 3 case reports were completed.

- Traffic offense
- 2 traffic accidents

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).

Table 1 - Calls for service in Downtown area

Call Type	Calls
CLOSE PATROL	26
VEHICLE OR TRAFFIC STOP	18
FOOT PATROL	9
SUSPICIOUS PERSON	8
CONDUCT INVESTIGATION	5
DISTURBANCE	4
TRAFFIC ACCIDENT	3
TRESPASSING COMPLAINT	3
UNWELCOME PERSON	3
FLAGDOWN	2
PREMISE ALARM	2
SICK/INJURED PERSON	2
ANIMAL RELATED	1
DOMESTIC TROUBLE	1
DRUNK PEDESTRIAN	1
LOST OR STOLEN TAG	1
OBSTRUCTION IN ROAD	1
PHONE MESSAGE	1
RADAR DETAIL	1
RECKLESS DRIVER	1
UNKNOWN	1
Total	93

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

Map 1 - Calls for service in Downtown area



JETTY PARK

DETAIL

During the month of June 2024, there were a total of 14 FPRA details that worked for the Jetty Park area. There were 11 calls for service during the detail times. The top three activities logged were responding to flagdowns, patrols, and responding to reckless driving.

During this time 3 case reports were completed.

- Marchman act for a drunk female
- Property damage (accidental)
- Lost Property

Table 1 - Calls for service in Jetty Park area

Call Type	Calls
FLAGDOWN	3
RECKLESS DRIVER	2
CLOSE PATROL	1
FIGHT	1
FOOT PATROL OR PARK AND V	1
OTHER	1
RECOVERED PROPERTY	1
SUSPICIOUS INCIDENT	1
Total	11

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

Map 1 - Calls for service in Jetty Park area



School Resource Officers



SRO Mary Stephens Dan McCarty Middle School

Officer Stephens continues to mentor Dan McCarty students. She continues to create connections with the students through conversations, actions and relationship building. Officer Stephens continues to keep the students and staff safe by completing campus safety checks. Officer Stephens completed four threat assessments. In addition, while providing mentoring Officer Stephens took the time to teach the students how to sew by using a sewing machine. Dan McCarty Middle School participated in the monthly drills.

Training attended by SRO's during October related to SRO
Officer Goz and Officer Stephens attended the Fort Pierce Police Department monthly training. Officer Goz also attended a web base training from NTAC (National Threat Assessment Center) Secret Service. Class Name:(Enhancing School Safety Using Behavioral Threat Assessment) on May 8, 2024. In addition, Officer Goz completed, Response to Active Shooter Events train the trainer course on May 15, 2024.

SRO Jorge Goz C.A. Moore

Officer Goz continues his mentoring program with his fourth-grade student and 5th grade 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 May Officer Goz worked along the Community Engagement Unit to bring the Fort Pierce Police Department food truck out to Chester a Moore. The food truck was brought out on May 9, 2024, this coincided with teacher appreciation week and students state exams. Due to this the whole school from teachers to students received a meal (hot dogs, chips and a drink). Chester A Moore Elementary participated in the monthly drills during the month of May.

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.

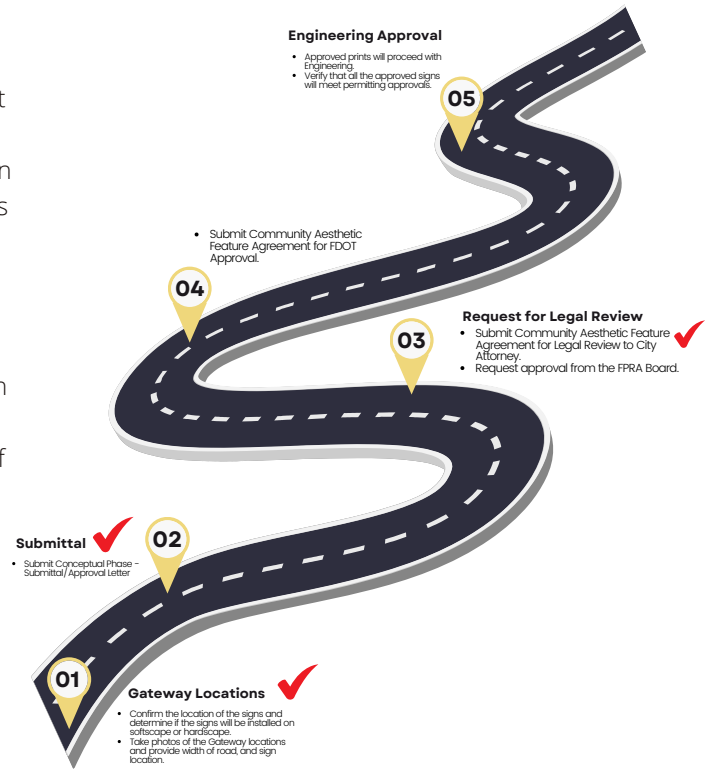
The FPRA ultimately executed a development agreement with the highest ranked proposer, Pierce 1 Marina, to develop a \$26 Million mixed-use project including a state-of-the-art automated dry stack boat storage facility, restaurants, water taxi, marina, residential and retail. Throughout 2021 and 2022, 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.

Staff met with the developer to discuss their plans to move forward in anticipation of the agreement hiatus ending in September. A written update was requested of the developer and will be discussed at an upcoming meeting.

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.



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.

At the Fort Pierce Redevelopment meeting on June 11, 2024 and at the City Commission meeting on June 17, 2024, the FPRA Board and City Commission voted to grant 45 days, to begin running on June 12, 2024, to continue the discussion of the Second Amendment to the Amended and Restated Agreement for Development of King's Landing without tolling, without future notices of default, and without triggering the reverter to determine if Audubon and Harbert Realty Services can complete a joint venture agreement. The City is to be notified immediately upon agreement either way and will receive weekly check-ins by Friday during the 45-day period. The FPRA will resume consideration of the Second Amendment to the Amended and Restated Agreement for Development of King's Landing at its regularly scheduled meeting on August 13, 2024 at 5:05 p.m. The City Commission will consider the same at its meeting on August 19, 2024 at 5:05 p.m.

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.



772-465-4170



fpra@cityoffortpierce.com



100 North US Hwy. 1
Fort Pierce, FL 34950



www.choosefortpierce.com