

FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, October 8, 2024 - 5:05 p.m.

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

- a. Approval of the minutes of the September 10, 2024 FPRA meeting.

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

6. **COMMENTS FROM THE PUBLIC**

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

7. **CONSENT AGENDA**

- a. Approval of a PAD Mural Program Artist Service Agreement with Sitki Dogan for the mural at 607 Orange Avenue in the amount of \$12,000.00

- b. Approval of a PAD Mural Program Property Owner Agreement with Serenity Food Ministries, LLC, 607 Orange Avenue

8. **NEW BUSINESS**

- a. Discussion on adding an additional vehicle to the Freebee fleet for the upcoming season

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: October 8, 2024

Re: Approval of the minutes of the September 10, 2024 FPRA meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the September 10, 2024 FPRA meeting.

Attachments

09.10.2024 Minutes

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, SEPTEMBER 10, 2024.

1. CALL TO ORDER

Chairwoman Hudson called the meeting to order at 5:05 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Staff Present: Records Management Coordinator Tina Rel
Acting City Manager Linda Cox
City Attorney Sara Hedges

4. APPROVAL OF MINUTES

- a. Approval of minutes from the August 13, 2024 meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the August 13, 2024, FPRA Meeting.

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

Passed

5. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

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

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

Passed

6. COMMENTS FROM THE PUBLIC

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

No public comments

7. CONSENT AGENDA

- a. Approval of expenditure in the amount of \$431,586.33 with the annual services paving contractor, The Paving Lady, (Bid No. 2023-044) to complete the proposed improvements to the JC Penney parking lot along North Indian River Drive between Orange Avenue and Avenue A.
- b. Approval of the Grant Agreement for Commercial Facade improvement for 207 Orange Avenue - Jetset Events LLC in an amount not to exceed \$25,000.00.
- c. Approval of First Amendment to Lease Agreement with the Boys and Girls Clubs of St. Lucie County for the Human Development and Resource Center Gymnasium

Commissioner Gaines pulled item 7c

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve items 7a and 7b 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

Kayla Turner, Percy Peek Senior Club Director, Boys & Girls Club St. Lucie County, highlighted the partnerships with the City and the benefits.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. 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

8. NEW BUSINESS

- a. Approval of the FY2025 FPRA Operating Budget

Linda Cox City Clerk and Acting City Manager, commented that this formalizes the acceptance of the FPRA operating budget.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve the FY2025 FPRA operating budget.

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

Passed

- b. FPRA Resolution 24-04 appointing an Acting FPRA Director.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by the title only, into the record.

FPRA RESOLUTION NO. 24-04

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA; DESIGNATING AN ACTING FPRA DIRECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.

Linda Cox, City Clerk and Acting City Manager, explained that the resolution formalizes her as Acting FPRA Director.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve FPRA Resolution 24-04.

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

Passed

9. STAFF COMMENTS

- a. FPRA Programs and Activities Summary

Linda Cox, City Clerk and Acting City Manager, commented on the programs and activities summary and the great things coming to the City.

10. BOARD COMMENTS

Chairwoman Hudson commented on Stuart's exit from the agreement with Brightline, opened discussions on the topic, and the 9-11 ceremony at Liberty Gardens in Veterans Memorial Park.

The Commission discussed reengaging Brightline, property opportunities, and Martin County participation and expectations.

11. ADJOURNMENT

Chairwoman Hudson adjourned the meet at 5:36 P.M.

ATTEST:

CITY CLERK

CHAIRPERSON

FPRA Regular Meeting - 5:05 p.m.

7. a.

Meeting Date: October 8, 2024

Re: Approval Executing a PAD Mural Program Artist Service Agreement with Sitki Dogan for the mural at 607 Orange Avenue in the amount of \$12,000.00

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

SUBJECT:

Approval of a PAD Mural Program Artist Service Agreement with Sitki Dogan for the mural at 607 Orange Avenue in the amount of \$12,000.00

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 2025 to further enrich the district's artistic landscape.

In August 2024, a Call for Artists was issued, followed by a review of submissions by staff in September. The property owner selected the artist, Sitki Dogan to create a mural at 607 Orange Avenue.

Sitki's vibrant piece, titled "Flora Symphony," celebrates the beauty of nature through a harmonious blend of colors and intricate floral designs. The mural is expected to become a focal point in the area, inviting both residents and visitors to appreciate art in public spaces while fostering a sense of connection.

As a result, the selected artist agrees 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: 2025
Amount: \$12,000
OTHER INFORMATION:
N/A

Attachments

Presentation
Artist Agreement
City Attorney Memo

PAD Mural

Program



607 Orange Avenue

Peacock Arts Cafe

Current Condition



607 Orange Avenue

Peacock Arts Cafe

Design by Sitki Dogan
Cost: 12,000

Flora Symphony





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 Sitki Dogan (hereinafter referred to as "ARTIST").

WHEREAS, the FPRA has approved a recommendation to commission the ARTIST to create public mural art located at 607 Orange Avenue, 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 "Flora Symphony". The Location of the Work of Art shall be the East wall at 607 Orange Avenue, 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 Twelve Thousand Dollars (\$12,000), 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 Six Thousand Dollars (\$6,000) followed by the balance of the fixed fee of Six Thousand Dollars (\$6,000) 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: Sitki Dogan
Address: 8326 Martingale Dr. #211
City/State/Zip: Lake Worth, FL 33467

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:  _____
Sitki Dogan (Sep 30, 2024 23:14 EDT)

Print: Sitki Dogan

Title: ARTIST

09/30/24
Today's Date: _____

SITKI DOGAN
“FLORA SYMPHONY”
EXHIBIT A





TO: SARA DELGADO, REDEVELOPMENT SPECIALIST, CITY MANAGER, FPRA
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 AND PROPERTY OWNER AGREEMENT FOR PROPERTY AT 607 ORANGE AVENUE
CAO RLS FILE: 24-376
DATE: SEPTEMBER 27, 2024

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

- (1) an Artist Services Agreement between the FPRA and Sitki Dogan for a mural to be installed at 607 Orange Avenue; and
- (2) a Property Owner Agreement between the FPRA and Serenity Food Ministries, LLC, owner of the subject property; and
- (3) an Artist's Limited Release to be executed by Sitki Dogan and attached as Exhibit A to the Property Owner Agreement.

All documents were based on the templates previously approved by this Office and all are approved as to form and correctness.

Please confirm: The Agreements state that the EAST WALL is to be painted. Please confirm that this is the correct wall and revise both Agreements if necessary.

***Please note:**

- (1) The Artist's Limited Release must be executed by the Artist and then attached to the Property Owner Agreement when submitted for signatures.
- (2) The Artist's rendering must be attached as Exhibit A to the Artist Services Agreement when it is submitted for signatures.

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: October 8, 2024

Re: Approval of a PAD Mural Program Property Owner Agreement with Serenity Food Ministries, LLC, 607 Orange Avenue

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

SUBJECT:

Approval of a PAD Mural Program Property Owner Agreement with Serenity Food Ministries, LLC, 607 Orange Avenue

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.

The property owner selected the artist, Sitki Dogan, in September 2024 to create the mural titled "Flora Symphony" at the property located at 607 Orange Ave.

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

OTHER INFORMATION:

N/A

Attachments

Property Owner Agreement
Presentation
City Attorney Memo



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 Serenity Food Ministries, LLC (hereinafter referred to as "Property Owner"), owner of property/walls located at 607 Orange Avenue 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 property 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 walls on their property; 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 wall located at 607 Orange Avenue.
2. The dimensions of the mural will be dependent upon the subject and Program. The mural shall be allowed to remain on the walls 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 walls on such property are 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: Serenity Food Ministries, LLC

Business Address: 117 Orange Avenue, 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: Emily Fingerhut
Emily Fingerhut (Oct 1, 2024 11:33 EDT)

Print: Emily Fingerhut

Title: OWNER

Today's Date: 10/01/24

Signature:

Email: houseanddesigns@gmail.com



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

I, Sitki Dogan, as the ARTIST of the Work of Art titled Flora Symphony, hereby consent to and give permission for the Property Owner located at 607 Orange Avenue 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: *sitki dođan*
sitki dođan (Sep 30, 2024 23:16 EDT)

Print: sitki dođan

Today's Date: 09/30/24

PAD Mural

Program



607 Orange Avenue

Peacock Arts Cafe

Current Condition



607 Orange Avenue

Peacock Arts Cafe

Design by Sitki Dogan
Cost: 12,000

Flora Symphony





TO: SARA DELGADO, REDEVELOPMENT SPECIALIST, CITY MANAGER, FPRA
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 AND PROPERTY OWNER AGREEMENT FOR PROPERTY AT 607 ORANGE AVENUE
CAO RLS FILE: 24-376
DATE: SEPTEMBER 27, 2024

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

- (1) an Artist Services Agreement between the FPRA and Sitki Dogan for a mural to be installed at 607 Orange Avenue; and
- (2) a Property Owner Agreement between the FPRA and Serenity Food Ministries, LLC, owner of the subject property; and
- (3) an Artist's Limited Release to be executed by Sitki Dogan and attached as Exhibit A to the Property Owner Agreement.

All documents were based on the templates previously approved by this Office and all are approved as to form and correctness.

Please confirm: The Agreements state that the EAST WALL is to be painted. Please confirm that this is the correct wall and revise both Agreements if necessary.

***Please note:**

- (1) The Artist's Limited Release must be executed by the Artist and then attached to the Property Owner Agreement when submitted for signatures.
- (2) The Artist's rendering must be attached as Exhibit A to the Artist Services Agreement when it is submitted for signatures.

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: October 8, 2024

Re: Discussion on adding an additional vehicle to the Freebee fleet for the upcoming season

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

SUBJECT:

Discussion on adding an additional vehicle to the Freebee fleet for the upcoming season

SUMMARY:

In anticipation of the upcoming visitor season, at the August 13, 2024 FPRA Meeting, the FPRA Board requested a proposal from Freebee to temporarily add a fifth electric vehicle to the fleet. This initiative aims to proactively address the anticipated surge in demand during the visitor season, with the goal of improving rider experience and minimizing wait times. The cost for the additional vehicle is \$10,833.00 per month plus a one-time fee of \$1,500.00 for the vehicle wrap and a one-time fee of \$1,250.00 to install the charging station. Freebee estimates a 30 to 45-day timeframe from amendment execution for the additional vehicle to begin service.

The CRA Advisory Committee reviewed this preliminary concept at their meeting on October 2, 2024 and recommends the FPRA Board move forward with exploring this seasonal expansion.

RECOMMENDATION:

Staff will proceed as directed by the FPRA Board

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, CRA Administrator

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Presentation

Executed Freebee Agreement

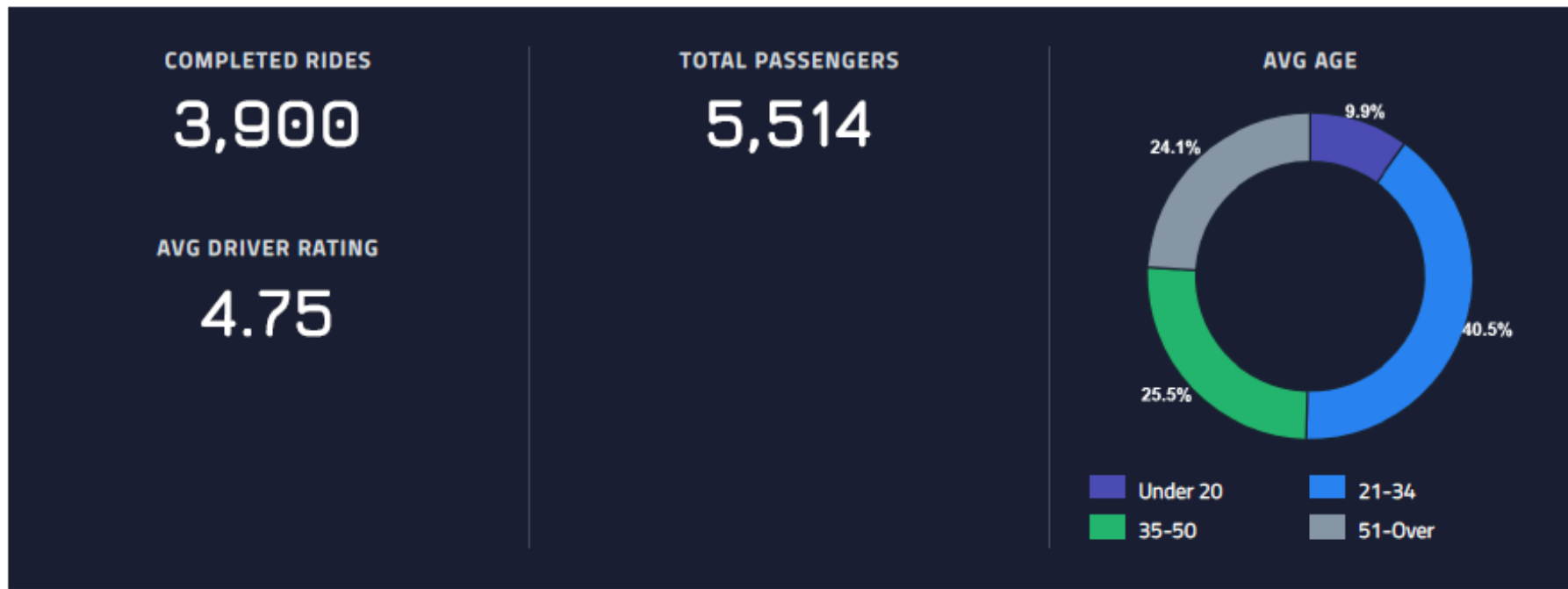
FREEBEE

FREE ON-DEMAND TRANSPORTATION



Zone Summary

August 2024



AVERAGE TIME	Ride request to selected 1.21m	Ride request to pickup 24.53m					
RIDES BY WAITING TIMES	0-10 Min 823	10-15 Min 567	15-20 Min 519	20-30 Min 908	30+ Min 1083		
APP RIDES	3,356	FLAG DOWN RIDES	272	MEN DRIVEN	2,679	FEMALE DRIVEN	2,835

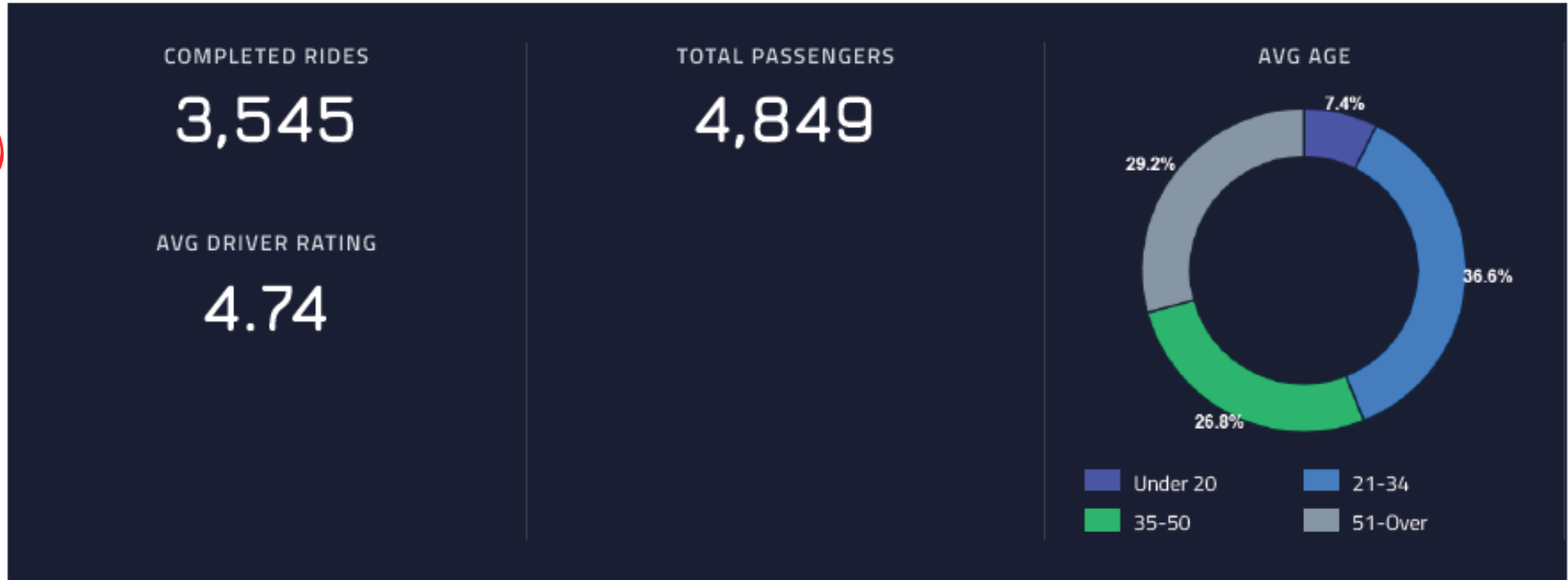
Wait Time Update

Since the implementation of the Inner/Outer Zones in August, there has been a notable improvement in the efficiency of Freebee's on-demand transportation services.

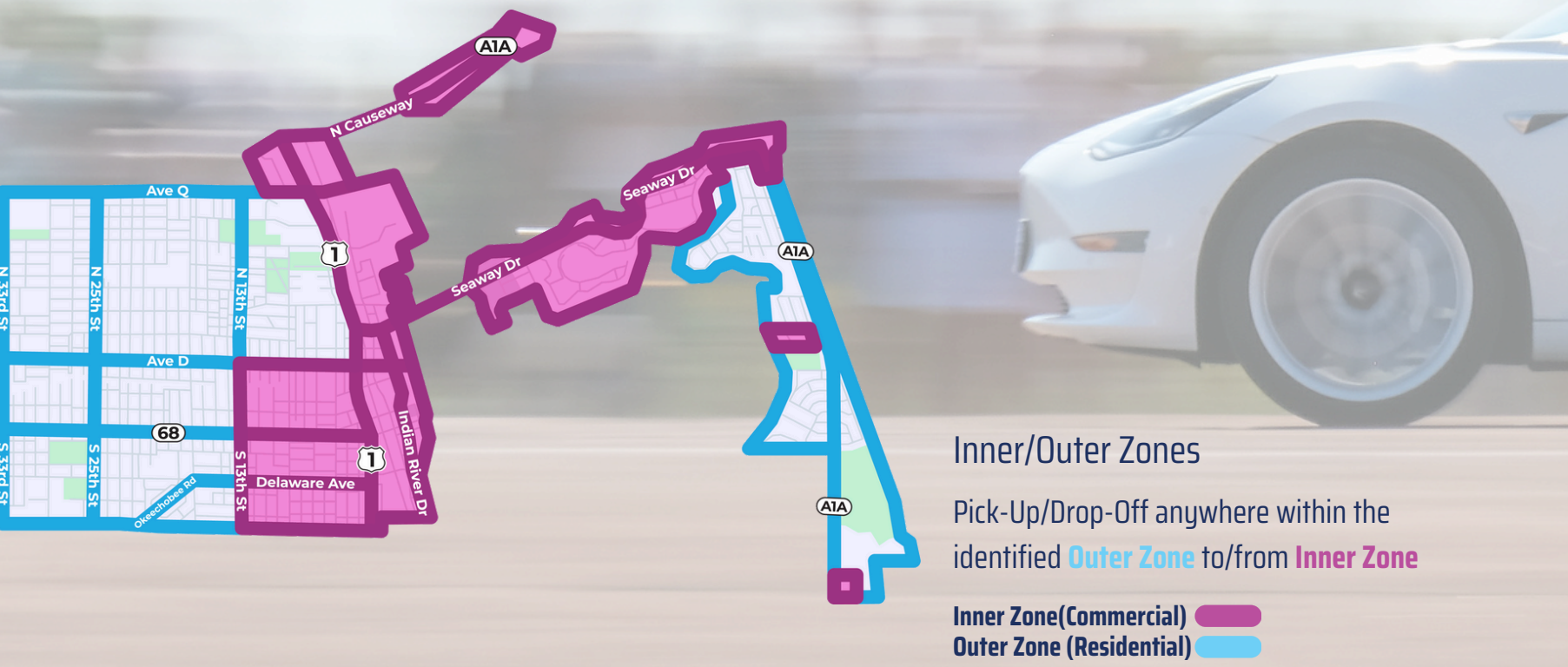
Wait times have decreased significantly by **36%**. This enhancement reflects the successful restructuring of service areas, allowing Freebee to better respond more promptly to ride requests.

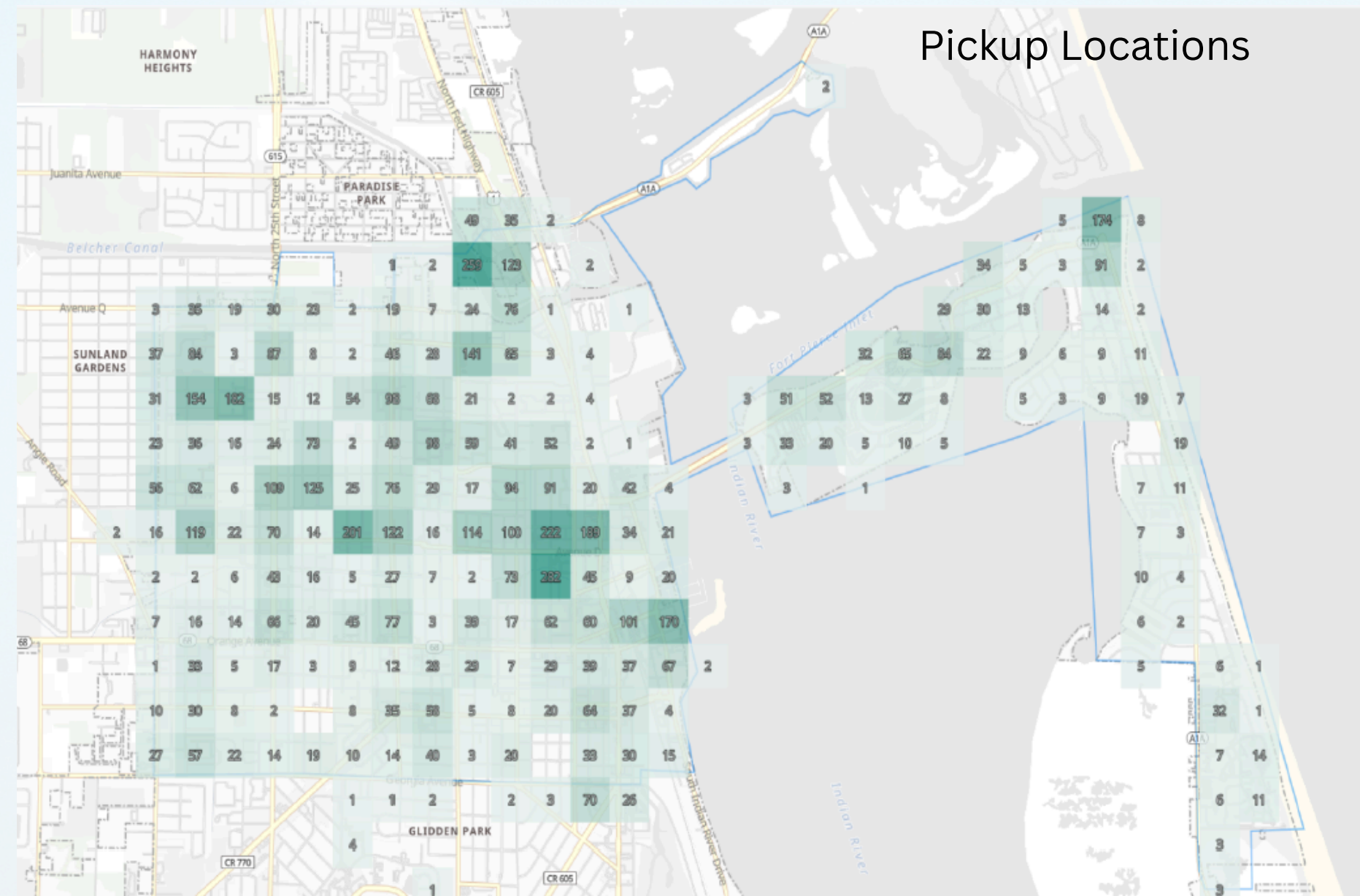
Zone Summary

September 2024



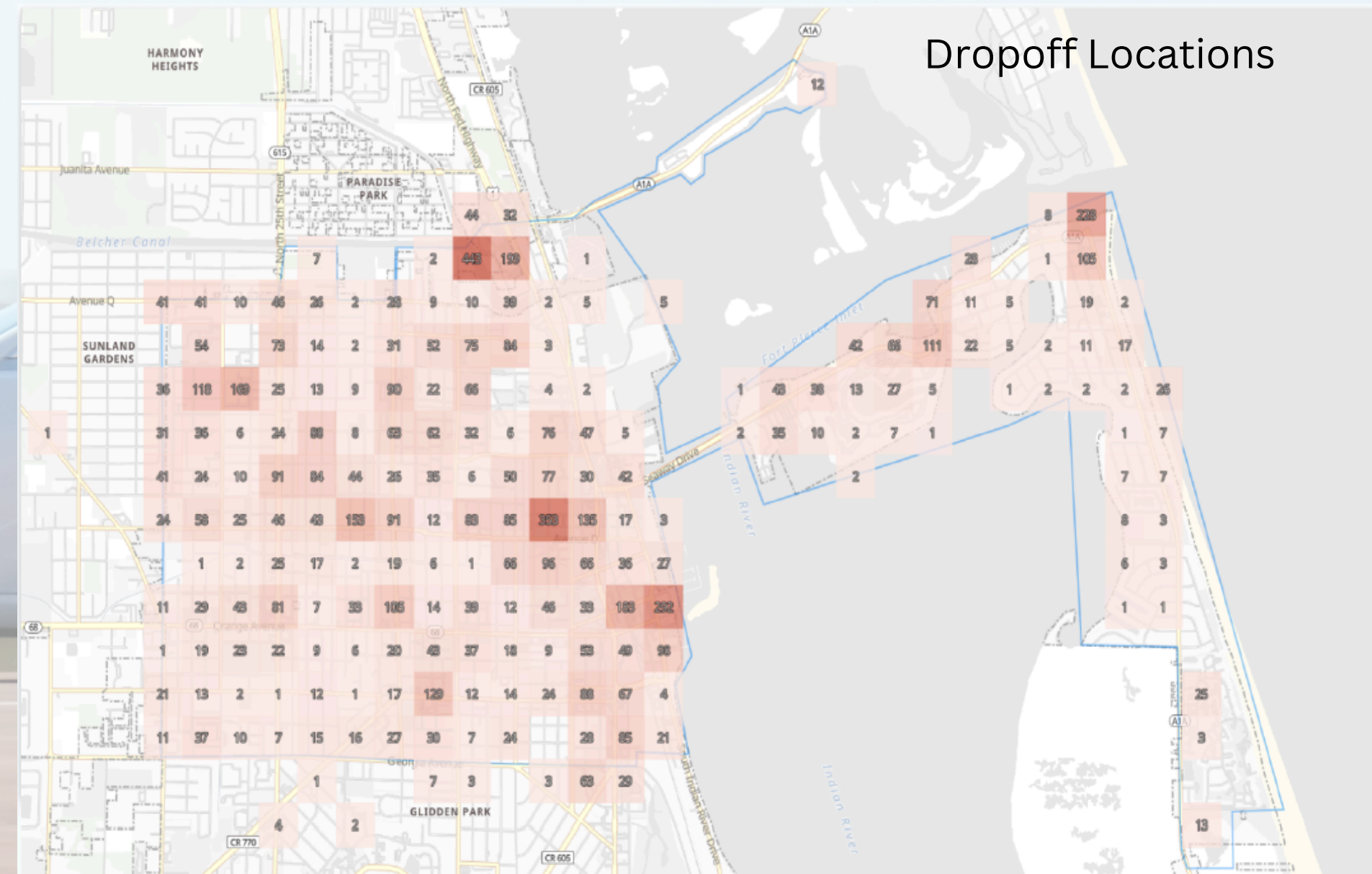
AVERAGE TIME	Ride request to selected 0.55m	Ride request to pickup 20.48m					
RIDES BY WAITING TIMES	0-10 Min 1073	10-15 Min 597	15-20 Min 490	20-30 Min 688	30+ Min 697		
APP RIDES	2,971	FLAG DOWN RIDES	260	MEN DRIVEN	2,493	FEMALE DRIVEN	2,356





Majority of the drop off activity:

- Publix - Taylor Creek Commons
- Downtown
- Jetty Park
- Intermodal Bus Station



Implementing a 5th vehicle

Timeline 30-45 Days

- Locate a parking space & Install new charger
- Hire drivers to fulfill the hours

Cost

Vehicle Wrap

One time fee \$1,500.00

5th Vehicle

Monthly \$10,833.00

Charger Installation

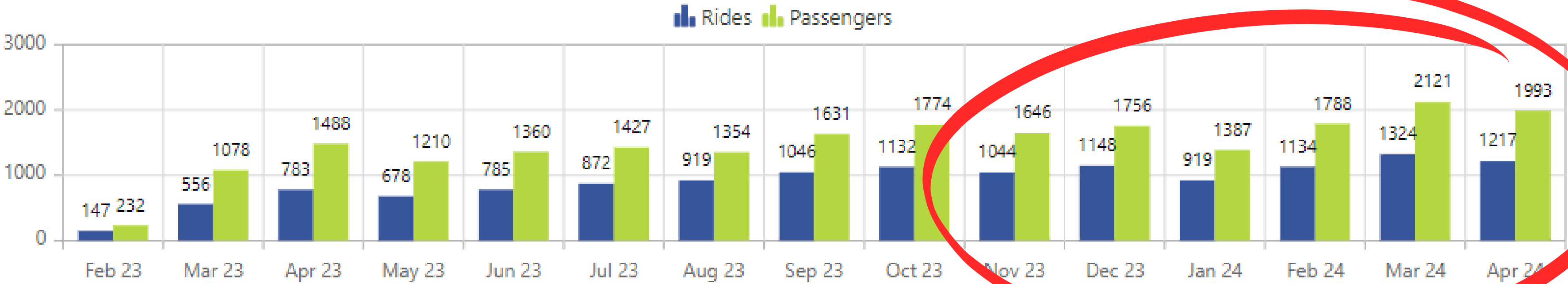
One time fee \$1,250.00



Demand Analysis

Seasonal Months with high ridership
November 2023 - April 2024

Passengers and Rides by Month (YTD)



MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into on this _14th day of May 2024, by and between BEEFREE, LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 371 NE 61st St, Miami, Florida 33137 (“BEEFREE”), and the FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, a municipal agency of the State of Florida and having its principal place of business at 100 N. US Highway 1, Fort Pierce, Florida 34950 (“FPRA”). This Agreement provides the general terms and conditions applicable to FPRA’s purchase of services from BEEFREE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLIENT:

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

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

BEEFREE:

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

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

10. Insurance.

INSURER REQUIREMENTS

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

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

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

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

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

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

Each Occurrence Limit - \$1,000,000

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

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

General Aggregate Limit - \$2,000,000

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

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

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

Any Auto (Symbol 1)

Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)

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

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

Workers Compensation

The standard form approved by the State of Jurisdiction

Commercial General Liability

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

Commercial Auto Liability

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

REQUIRED ENDORSEMENTS

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

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

Waiver of Subrogation for all required insurance coverages.

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

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

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

Certificates of Insurance must be completed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Linda W. Cox

Linda W. Cox, Agency Clerk

AS TO FPRA:

Linda Hudson

Linda Hudson, Chairperson

APPROVED AS TO FORM AND CORRECTNESS:

Sara K. Hedges
Sara K. Hedges, City Attorney

AS TO BEEFREE:

Jason Spiegel
Managing Partner
Title

WITNESS:

Name
Matt Freidmann

EXHIBIT A RATES AND SERVICES ADDENDUM

This Rates and Services Addendum ("Addendum") supplements the Master Services Agreement between BEEFREE, LLC ("BEEFREE") and FORT PIERCE REDEVELOPMENT AGENCY ("FPRA"), made and entered into on May 14th, 2024 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein.

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

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

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

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

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

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

4. Additional Terms.

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

**EXHIBIT B
SERVICE AREA**



**FORT PIERCE
PROPOSED SERVICE AREA EXPANSION**

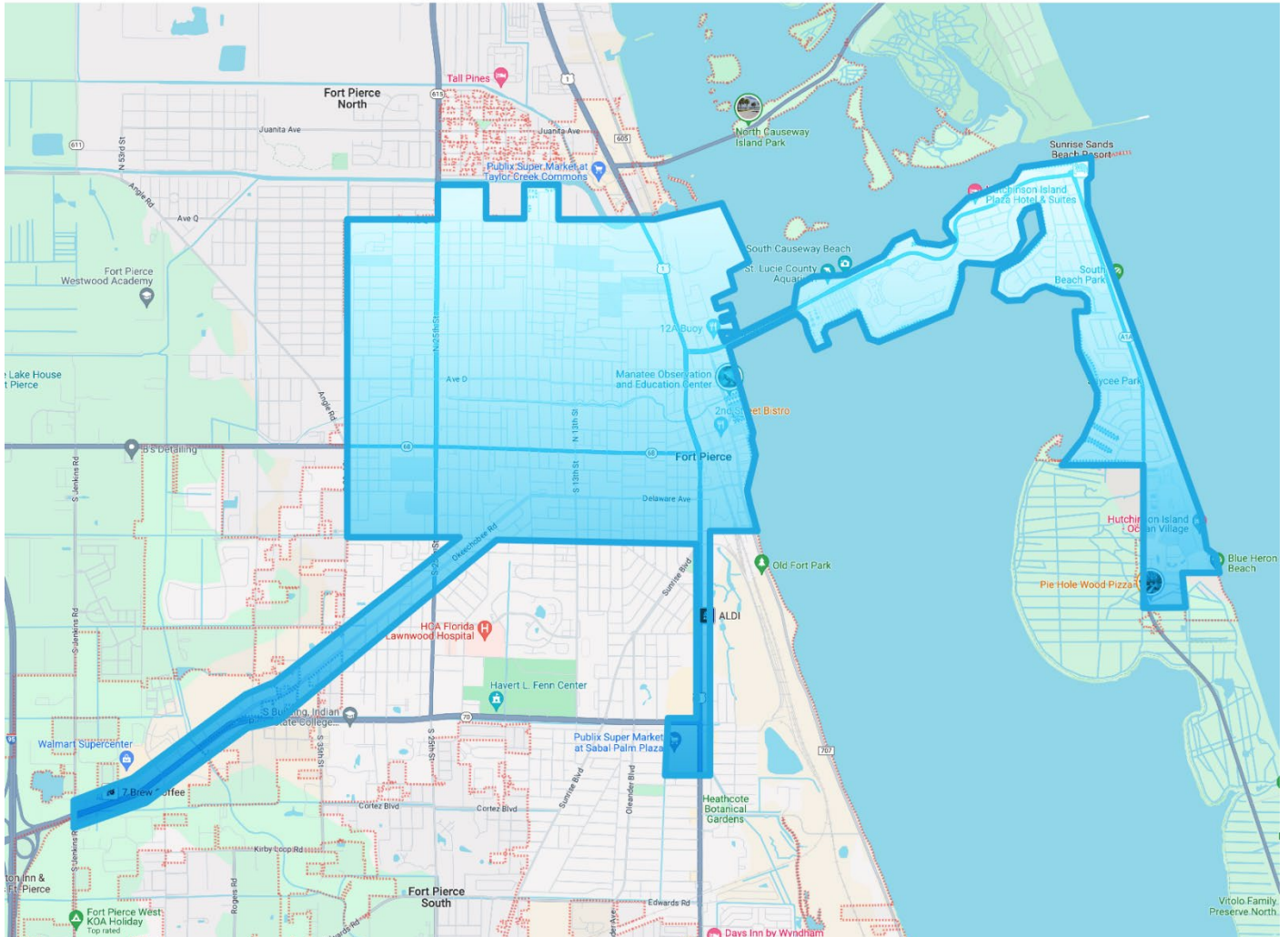


EXHIBIT C FORT PIERCE REDEVELOPMENT AGENCY BOUNDARY MAP

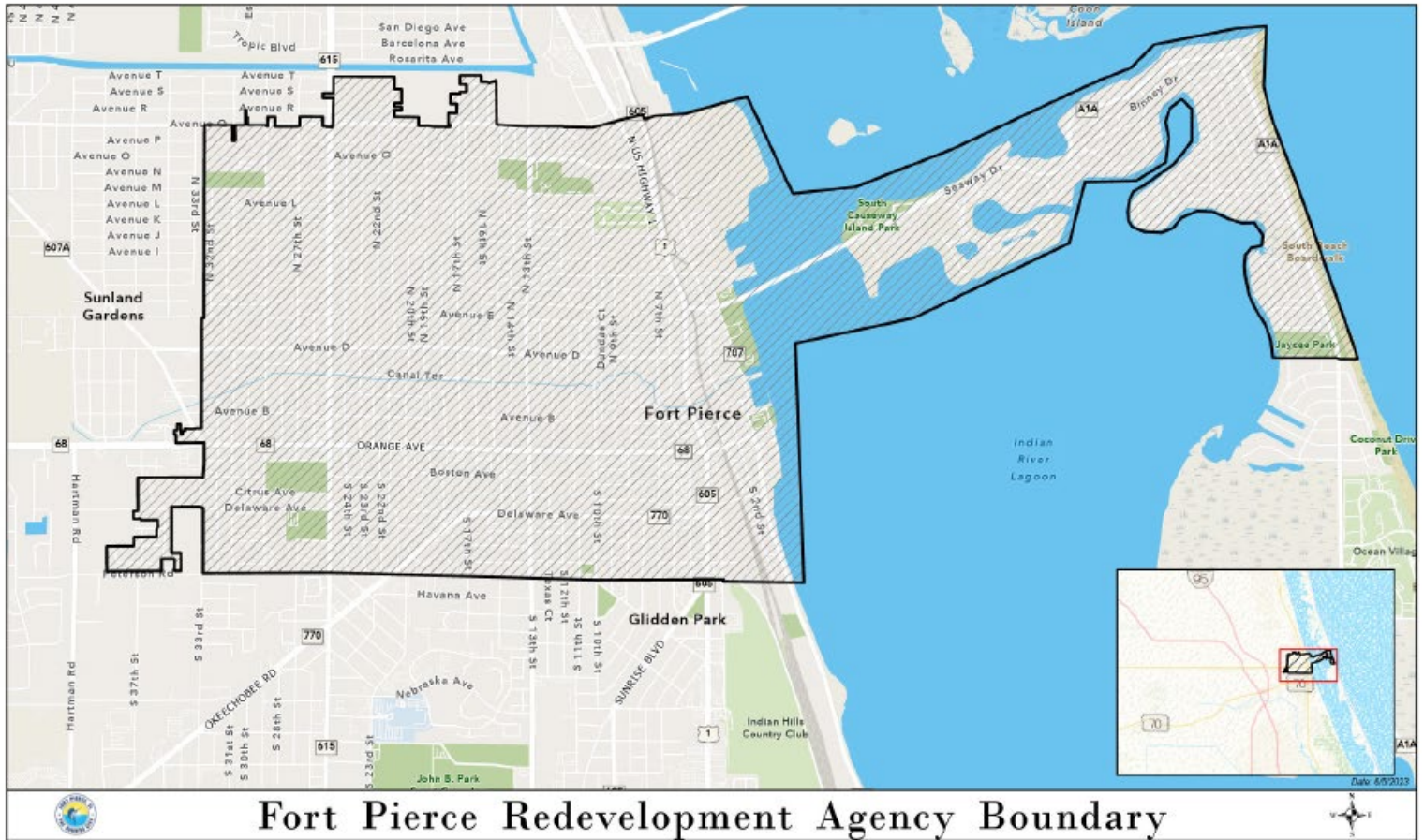


EXHIBIT D
HOURS OF OPERATION

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

FPRA Regular Meeting - 5:05 p.m.

9. a.

Meeting Date: October 8, 2024

Re: FPRA Programs & Activities Summary

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

SUBJECT:

FPRA Programs & Activities Summary

Attachments

October FPRA Report



PROGRAMS & ACITIVITIES SUMMARY REPORT

FORT PIERCE REDEVELOPMENT AGENCY



OCTOBER 2024

PROGRAMS & ACTIVITIES SUMMARY

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October 5, 2024
500 Orange Ave
10:00 am- 3:00 pm

WESTERN PENINSULA CHARRETTE

The Treasure Coast Regional Planning Council, in collaboration with the Fort Pierce Redevelopment Agency, will conduct a public workshop and design charrette to develop a community vision for the future redevelopment of the Fort Pierce Wastewater Treatment Plant and adjacent properties on South Hutchinson Island. The Public Workshop will take place on Saturday, October 5th from 10am to 3pm at the 500 Orange Event Space (500 Orange Avenue, Fort Pierce, FL). A host committee is currently being formed and will serve primarily as a logistics team and a public outreach conduit for the charrette.

FORT PIERCE, FL – The Treasure Coast Regional Planning Council, in partnership with the Fort Pierce Redevelopment Agency (FPRA), invites the community to participate in a public workshop to kick off the Western Peninsula Charrette on Saturday, October 5, 2024, at the 500 Orange Event Center starting at 10 AM.

This important workshop marks the beginning of a five-day charrette process aimed at creating an updated vision for the Island Wastewater Treatment Plant and the surrounding area. With plans underway for the plant's relocation, the charrette is a unique opportunity to envision and design waterfront assets that align with community aspirations for both the public properties north and south of Seaway Drive and the adjacent private property.

During this workshop and in the following days, participants will engage in collaborative discussions and activities designed to gather input, explore ideas, and contribute to a community-driven plan.

Public Workshop Details:

- **What: Western Peninsula Charrette Public Workshop**
- **When: Saturday, October 5, 2024, at 10 AM**
- **Where: 500 Orange Event Center, 500 Orange Avenue, Fort Pierce**

For a full schedule of public participation activities and additional information, please visit the City's website at <https://choosefortpiece.com/1154/Western-Peninsula-Charrette>

FORT PIERCE



WESTERN PENINSULA CHARRETTE

PUBLIC WORKSHOP

SATURDAY OCTOBER 5TH

Join the Fort Pierce Redevelopment Agency and the Treasure Coast Regional Planning Council in a public discussion on the future of the Fort Pierce Wastewater Treatment Plant and adjacent properties. Lunch & refreshments will be provided.

- **OPENING PRESENTATION: 10:00 AM**
- **PUBLIC DESIGN SESSION: 11:00 AM - 1:00 PM**
LUNCH PROVIDED
- **CITIZENS PRESENTATIONS: 1:00 PM - 2:30 PM**
- **WRAP UP: 3:00 PM**

LOCATION 500 Orange Event Space
500 Orange Avenue
Fort Pierce, Florida 34950



FORT PIERCE
FLORIDA

Visit the project web page at:
<https://www.cityoffortpierces.com>



PLEASE PROVIDE YOUR INPUT

The Treasure Coast Regional Planning Council, in collaboration with the Fort Pierce Redevelopment Agency, will conduct a public workshop and design charrette to develop a community vision for the future redevelopment of the Fort Pierce Wastewater Treatment Plant and adjacent properties.



- **Saturday Public Workshop**
Saturday, October 5, 2024: 10:00 am – 3:00 pm
- **Charrette Studio Day #1**
Sunday, October 6, 2024 9:00 am – 9:00 pm
- **Charrette Studio Day #2**
Monday, October 7, 2024 9:00 am – 9:00 pm
- **Charrette Studio Day #3**
Tuesday, October 8, 2024 9:00 am – 9:00 pm
- **Charrette Studio Day #4**
Wednesday, October 9, 2024 9:00 am – 6:00 pm
- **Work-In-Progress Presentation**
Wednesday, October 30, 2024 6:00 pm – 8:00 pm
Location: City Commission Chambers

The Saturday Public Workshop and Charrette Design Studio (open to the public) will occur at 500 Orange Event Space

For more information, please contact:

Dana P. Little

Urban Design Director, Treasure Coast Regional Planning Council

772.221.4060, dlittle@tcrpc.org





EXTERIOR RESTORATION

OLD ST. ANASTASIA

On June 19, 2024, Innovative Masonry Restoration (IMR) began the initial phases of the restoration. The restoration crew has been working diligently over the past several months and are making significant progress. They are on track to complete the entire project by **October 28th**. Following this milestone, IMR representatives and staff have scheduled a walkthrough to ensure that all aspects of the exterior work meet our standards.

Remaining repairs to be done:

- Roof repairs will commence the week of October 14 and are expected to be completed within two weeks.
- IMR is actively working to secure a reputable glazing company to replace the windowpanes promptly since the windows are no longer under warranty.



New Stucco System Applied



Epoxy Injection



EXTERIOR RESTORATION

OLD ST. ANASTASIA

Before



After



CONSTRUCTION UPDATE

OAKS AT MOORE'S CREEK

As part of the Oaks at Moore's Creek Phase II project, 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.

Update as of September 26, 2024:

The construction of the first housing unit at 317 Means Court is on track to receive a Certificate of Occupancy in the second week of November. Interior and exterior painting has been completed, and the garage door is installed. Preparation for tiling is underway, with bathroom tile installation scheduled to be completed this week, followed by cabinet installation by the end of the week. Roof shingles are also expected to be finished this week, along with preparation for pouring concrete for the driveway and walkway to the entry door.

Land grading and preparation for the next unit at 314 Means Court has begun. The developer is finalizing the required documentation with the Florida Community Loan Fund (FCLF) to close on the construction loan. Once finalized and initial funds are disbursed, the general contractor will begin vertical construction on the next two units at 314 and 319 Means Court, followed by 320 Means Court.



FREEBEE

Freebee launched its new inner and outer zones map in August; to focus primarily on transporting individuals to and from local businesses. This refined approach underscores our commitment to supporting the local economy by facilitating convenient and sustainable transportation options.

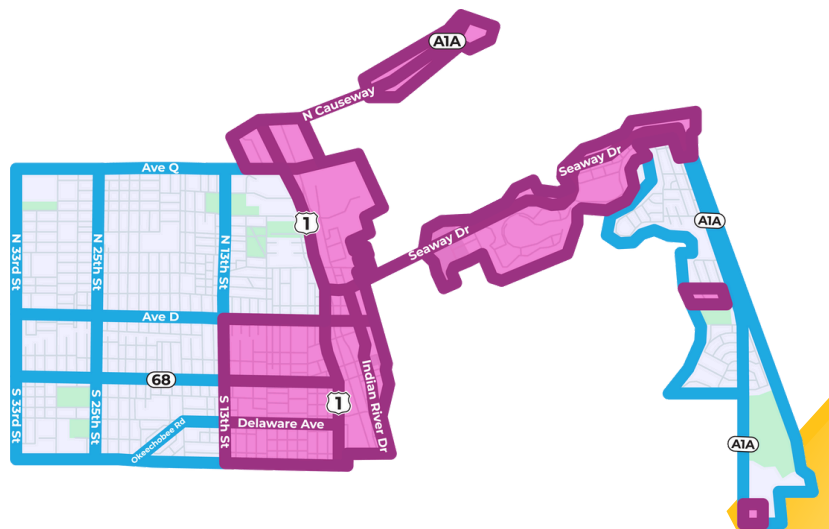
Staff has been monitoring rider wait times and comparing August to September, we have observed a noticeable reduction in wait times for riders. This improvement reflects Freebee's ongoing efforts to optimize service and enhance the overall experience for everyone who relies on Freebee.

Service Information:

- **Coverage Areas:** On the map below, the Inner Zone (pink) encompasses the commercial zone where Freebee rides can either start and/or end. The Outer Zone (blue) refers to the area surrounding the inner zone where Freebee rides can travel through, rides must start or finish within the inner zone.
- **Accessibility Features:** Freebee accommodates individuals with disabilities, ensuring comfortable and safe transportation. To request the ADA vehicle, call 855-918-3733 or request via the Freebee app.
- **Age Restriction:** Freebee's services are exclusively available to individuals ages 18 and older.

SERVICE HOURS

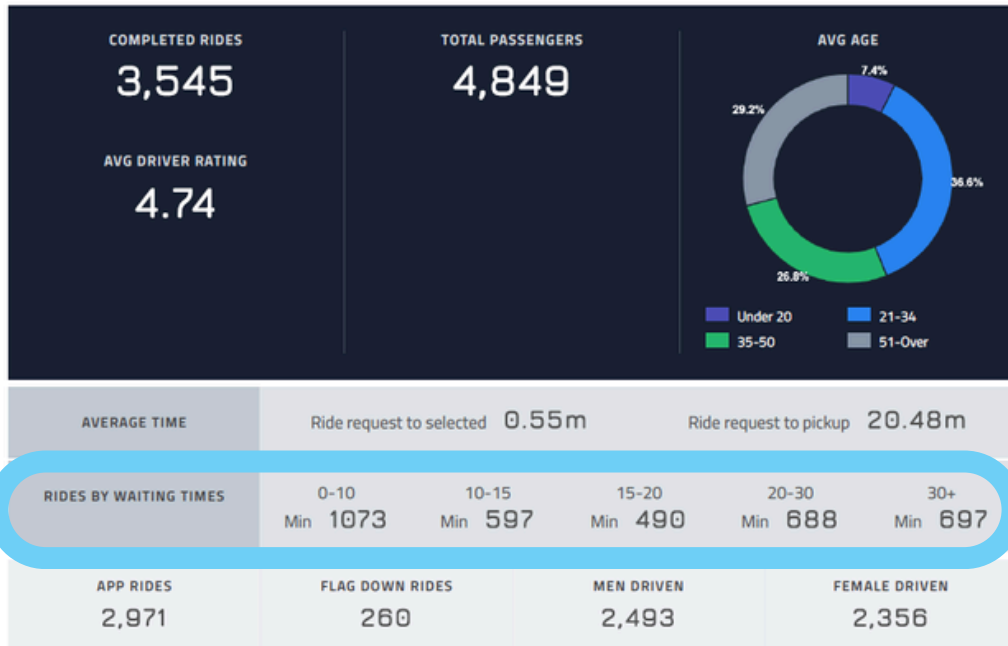
Mon-Wed: 8am-6pm
Thursday: 8am-8pm
Friday: 8am-10pm
Saturday: 10am-10pm
Sunday: 10am-8pm



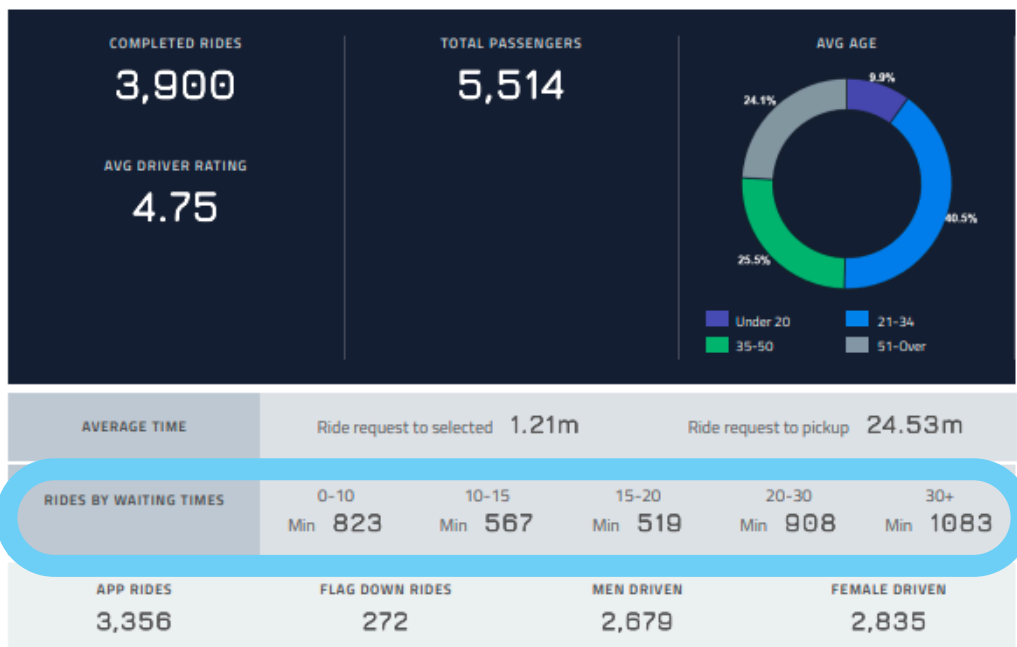
FREEBEE

Enjoy more of Fort Pierce with Freebee!

September 2024



August 2024



RENOVATION UPDATE

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. The museum, honoring historic African American Highwaymen artists, will showcase works of art that originated in Fort Pierce.

The renovation of The Highwaymen Museum is progressing smoothly. With the interior demolition now complete, vendors are collaborating to install the fire alarm, fire sprinkler, and security systems. The project team is shifting its focus to the next phase, which includes finalizing interior design plans and selecting materials for the exhibits. Curators are working hard to ensure the new layout will present the museum's collection in the most engaging and informative manner. This renovation is set to greatly enhance the visitor experience, making The Highwaymen Museum a must-visit destination for art lovers and history enthusiasts.



INCUBATE NEIGHBORHOOD CENTER

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.

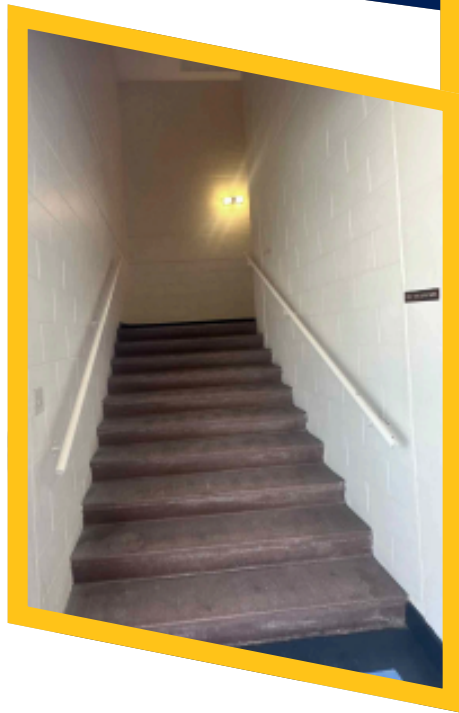
The first-floor renovations at the Means Ct. building are progressing very well and anticipate opening the first floor in the next couple of months. The latest progress on the renovations at the Incubate Neighborhood Center include:

- **Bathroom Fixtures:** The installation of bathroom fixtures has been completed.
- **Doors and Hardware:** In the process of finishing hanging doors and installing hardware.
- **Light Fixtures and Relocation:** Several light fixtures have been installed in the bathrooms, and lights that needed to be relocated due to new bathrooms and stairwell adjustments are being addressed.
- **Carpet Installation:** The carpet that is currently on-site will be used to temporarily patch one room, although it does not match the original carpet.
- **Painting:** Painting is ongoing across all areas, including new walls, patched areas, and any additional walls identified by the owner for painting.
- **Fire Caulking:** Fire caulking is being applied where necessary to ensure safety compliance.
- **ADA Restrooms:** Both ADA restrooms are nearing completion, and we are preparing for inspections to obtain necessary approvals.
- **Access Control:** Walls and doors are being installed to block off both east and west access to the second floor, ensuring restricted access for public safety.
- **Door Installation:** Remaining doors are being installed to finalize access points and room separations.
- **Lift Completion:** The lift installation is scheduled for completion during Phase 2 of the project.
- **Final Cleaning:** A thorough final cleaning of the first floor is planned to ensure a pristine environment for our community.



**RENOVATION
UPDATE**

INCUBATE NEIGHBORHOOD CENTER





607 Orange Avenue

MURAL PROGRAM

An artist and design have been recommended for the wall at 607 Orange Avenue. Sitki Dogan has been identified to create a stunning new mural titled “Flora Symphony.” His artistic vision promises to infuse the area with creativity and vibrancy through a vivid color palette and botanical elements.

Artist and property owner agreements will go before the FPRA Board for final approval at the October 8, 2024, meeting. Once approved by the FPRA Board, the artist is expected to start in mid-October.

We look forward to seeing Sitki Dogan's mural come to life and enrich the cultural landscape of the Peacock Arts District.



Upcoming Murals in the Peacock Arts District!

PROPERTY LOCATION	ARTIST	START DATE
717 Orange Ave	Jason Tetlak	October 14, 2024
607 Orange Ave	Sitki Dogan	TBD Upon Approval by the FPRA Board

APPLY TODAY!

COMMERCIAL FACADE 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. 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.



On September 10, 2024, the FPRA Board approved a reimbursable grant of up to \$25,000 for the property located at 207 Orange Avenue. We are excited to see the transformation of this building in our downtown area!

Applications Open • Apply today!

Great news! The Commercial Façade Program is still accepting applications, providing property owners with opportunities to participate in and benefit from this revitalization initiative: [FPRA Grants | Fort Pierce, FL - Official Website \(cityoffortpierces.com\)](https://www.cityoffortpierces.com/fpra-grants).

**ACCEPTING
APPLICATIONS**

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.

\$36,156.50

Allocated to businesses
for sign upgrades

9

businesses have been
approved for reimbursement

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.

Great News! The Commercial Facade Program is still open and accepting applications, providing property owners with opportunities to participate in and benefit from this revitalization initiative.

For eligibility requirements and to apply, please visit: [FPRA Grants | Fort Pierce, FL - Official Website \(cityoffortpierce.com\)](https://www.cityoffortpierce.com).

47

properties have been approved for reimbursement

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.

\$37,832.15
Disbursed to date

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

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 Office Website](#) (cityoffortpierce.com).



PROJECT TIMELINE

PARKING INFRASTRUCTURE

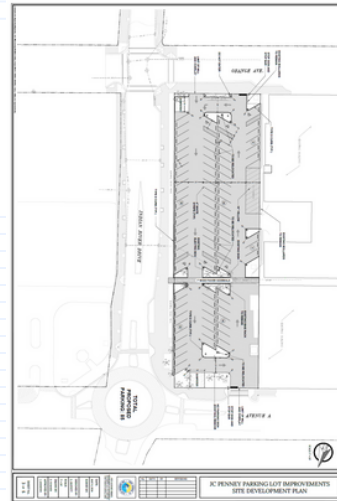
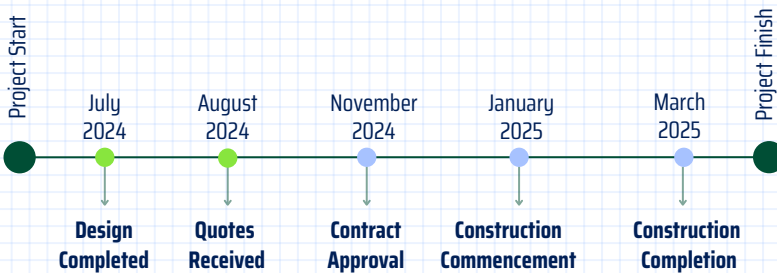
1200 Avenue D & Means Ct.



The construction contract was awarded to the low bidder, Close Construction Services, LLC at the June FPRA meeting. The contract is being reviewed by the City Attorney's office.

Project Timeline

JC Penney Parking Lot





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.

On September 16, 2024, the City Commission approved the continuing services contracts needed to advance the projects in the Downtown Master Plan. As outlined in the FY25 FPRA Project-Based Budget, the FPRA expects to move forward with design of the following DMP projects in the upcoming fiscal year: Festival Street on 2nd Street, Avenue A/US 1 intersection, Marina Park, and Veteran’s Memorial Park. Additional community engagement is expected to further develop these concepts.

WATERWAYS PROJECTS

The Fort Pierce Redevelopment Agency and St. Lucie County recently executed an Interlocal Agreement to facilitate inlet and waterways projects within the redevelopment area. The FPRA and St. Lucie County will realize mutual advantage and substantial economic benefit from the development of projects within the FPRA which will support and attract tourism, promote recreational and commercial fishing opportunities, enhance ecosystems, and protect and secure critical shorelines for our residents and visitors. Projects may include: beach and dune restoration, development of Harbour Pointe Regional Boat Ramp, and regional stormwater projects and improvements. The parties will enter into separate specific project agreements for each project under this Interlocal Agreement. Each specific project agreement shall include, but is not limited to, identification of the specific project description, funding, and responsibilities of the parties.



**BID PROCESS
COMING
SOON!**

SURPLUS PROPERTY

The FPRA has identified five properties for disposition as part of our ongoing commitment to revitalizing our neighborhoods and promoting community development. Appraisals have been completed and the appraised values are listed below. Prior to issuing competitive bids for these properties, we are taking the time to conduct a comprehensive review of our purchasing procedures to ensure a more streamlined and effective surplus property bid process in the near future.



01. 2403-711-0001-000-3
Dundas Ct - Appraised Value \$22,000



02. 2404-710-0017-000-8
N. 22nd Street - Appraised Value \$22,000



03. 2404-808-0021-000-9
1306 N. 16th Street - Appraised Value \$22,000



04. 2404-812-0009-000-2
2 Avenue I - Appraised Value \$20,000



05. 2404-506-0038-000-9
427 N. 16th Street - Appraised Value \$22,000



SUNRISE THEATRE AVENUE D Model Block Project

SUNRISE THEATRE

Lease and Operational Management of Sunrise Theatre

RFP 2024-043 was initiated to identify a qualified lease and operational management partner for the Sunrise Theatre. The aim was to bring in external expertise and resources to enhance the overall operation of the theatre, introduce fresh programming ideas, and improve the experience for our community.

The RFP was canceled on August 23, 2024 due to concerns regarding the process. After careful consideration, it was deemed more prudent to terminate the current solicitation and re-evaluate the strategy moving forward. This decision was made in accordance with the general conditions outlined in the solicitation documents. This cancellation will provide the City with the opportunity to conduct a comprehensive review of the RFP process and to refine the approach for securing a partner that aligns with the vision of the Sunrise Theatre and the goals of the City of Fort Pierce.

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).

St. Lucie County received two proposals and will be convening the selection committee to review and score the proposals.



COMMUNITY POLICING

During the month of August 2024, there were a total of 18 FPRA details worked for the North 25th area from Avenue O to Avenue M. There were 53 calls for service during the detail times. Disturbances accounted for more than half of the total calls the area.

During this time 3 case reports were completed.

- Baker Act
- Drug Possession
- Stand by

Table - Calls for service in 25th Street area

Call Type	Calls
DISTURBANCE	30
VEHICLE OR TRAFFIC STOP	8
CONDUCT INVESTIGATION	3
CLOSE PATROL	2
FOOT PATROL	2
ATTEMPT TO CONTACT	1
DOMESTIC TROUBLE	1
FIREWORKS COMPLAINT	1
SHOOTING ACTIVITY	1
SICK/INJURED PERSON	1
STAND BY	1
SUSPICIOUS VEHICLE	1
TRAFFIC ACCIDENT	1
Total	53

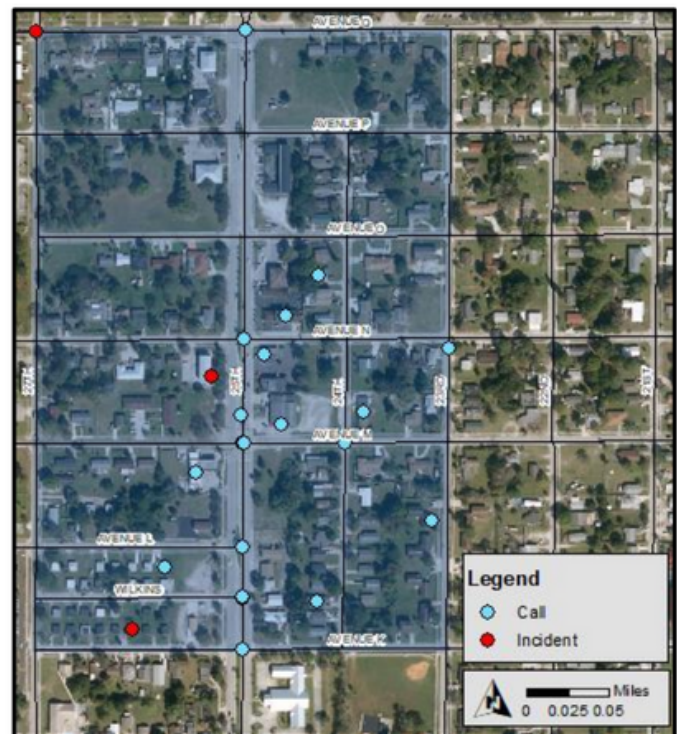
PATROL AREA

Detail Officers assigned to patrol North 25th Street from Avenue O to Avenue M are responsible for ensuring the safety and security of residents and businesses and primarily to address and mitigate the disturbances caused by excessive noise in the area.

HOURS OF PATROL

- Wednesdays**
11:00PM - 2:00AM
- Fridays**
9:00PM - 2:00AM
- Saturdays**
10:00PM - 2:00AM
- Sundays**
6:00PM - 11:00PM

Map - Calls for service in 25th Street area



*Note the updates provided in this section are one month behind to allow ample time for data collection and reporting.

DOWNTOWN

DETAIL

COMMUNITY POLICING

During the month of August 2024, there were a total of 24 FPRA details working for the downtown area. There were 109 calls for service during the detail times. The top activities logged were patrols, traffic stops, and responding to suspicious persons.

During this time 7 case reports were completed.

- 2 Baker Acts
- Graffiti
- Larceny
- Property Found
- 2 Traffic Accidents

Table 1 - Calls for service in Downtown area

Call Type	Calls
FOOT PATROL	29
CLOSE PATROL	22
VEHICLE OR TRAFFIC STOP	15
SUSPICIOUS PERSON	12
DISTURBANCE	4
SUSPICIOUS VEHICLE	3
TRAFFIC ACCIDENT	3
TRAFFIC RELATED	3
UNWELCOME PERSON	3
ASSAULT	2
ANIMAL RELATED	1
ASSIST OTHER AGENCY	1
ASSIST TO MOTORIST	1
CONDUCT INVESTIGATION	1
FIGHT	1
FLAGDOWN	1
LARCENY	1
OBSTRUCTION IN ROAD	1
PHONE MESSAGE	1
PREMISE ALARM	1
SICK/INJURED PERSON	1
SUICIDE	1
TRESPASSING COMPLAINT	1

PATROL AREA

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

HOURS OF PATROL

Fridays

6:30PM - 2:30AM

Saturdays

8:00AM - 2:00PM

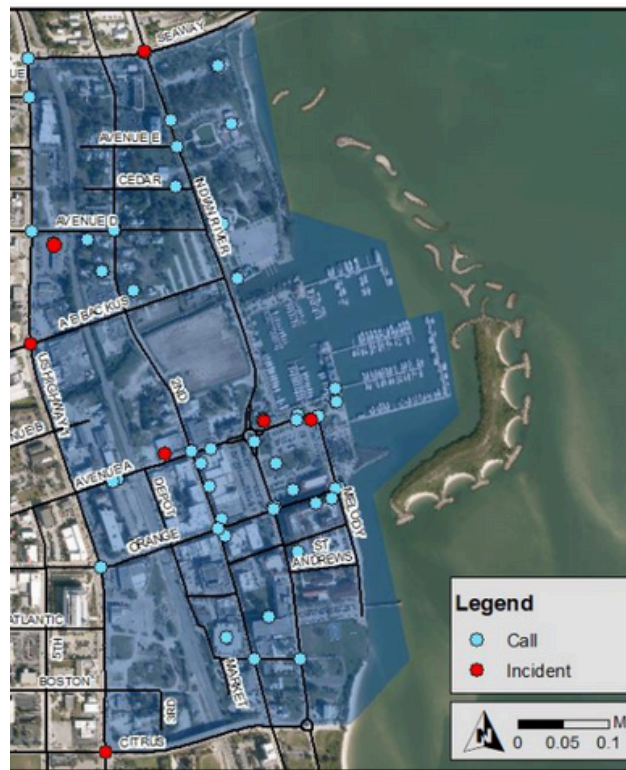
3:00PM - 9:00PM

9:00PM - 3:00AM

Sundays

8:00AM - 12:00PM

Map 1 - Calls for service in Downtown area



*Note the updates provided in this section are one month behind to allow ample time for data collection and reporting.



JETTY PARK

DETAIL

COMMUNITY POLICING

During the month of August 2024, there were a total of 14 FPRA details working for the Jetty Park area. There were 25 calls for service during the detail times.

Table - Calls for service in Jetty Park area

Call Type	Calls
FOOT PATROL	10
CITY ORDINANCE VIOLATION	2
DOMESTIC TROUBLE	2
FLAGDOWN	2
CLOSE PATROL	1
CONDUCT INVESTIGATION	1
DISTURBANCE	1
DRUNK PEDESTRIAN	1
FIGHT	1
SUSPICIOUS INCIDENT	1
SUSPICIOUS PERSON	1
UNWELCOME PERSON	1
VEHICLE OR TRAFFIC STOP	1
Total	25

During this time 1 case report was completed.

- Baker Act
- Fighting

Map - Calls for service in Jetty Park area



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

*Note the updates provided in this section are one month behind to allow ample time for data collection and reporting.



SCHOOL RESOURCE OFFICERS

SRO Markeis Washington Dan McCarty Middle School

Officer M. Washington joined Dan McCarty Middle School as the new SRO. SRO M. Washington, Dan McCarty and the community hosted Tunnel of hope where the students returning onto the campus are cheered on to have a wonderful and successful school year. Dan McCarty SRO M. Washington participated in the monthly code red/ fire drills as required by Department of Education.

Training attended by SRO's during July

Officer Markeis Washington and Officer Jorge Goz attended Department training. Both SROs Also attended back to school training hosted by the Saint Lucie County Sheriff's Office at the Fenn Center.

Additional

As part of SRO Goz Duties, he is also the Department Crossing Guard Instructor. On 8/7/2024 he conducted crossing guard training. During this training crossing guards learned new information provided by FDOT and had hands on training by conducting crossing guard drills at Virginia Ave and S 13th Street.

SRO Goz and SRO Washington Also attended to their respective schools back to school open house. During the open house both SROs got to speak with their students, parents and guardians.

When SRO Markeis Washington and SRO Jorge Goz were not at the school they were both assisting Road Patrol/ Community engagement Unit and the Training Department as both SROs are Agency CPR Instructors.

SRO Jorge Goz C.A. Moore

SRO J. Goz returned to C.A Moore as the School Resource Officer. C.A Moore and SRO Goz hosted tunnel of hope for the new and returning students. The students were given words of encouragement and where cheered on to have a positive and bright 2024-2025 school year.

Chester A Moore staff and Officer Goz participated in the monthly code red/ fire drills as required by Department of Education.

Department Events

In the month of August both SRO's participated in the yearly Department National Night Out. During this event the SRO's provided school material to include back packs, school books, pencils and other material to families, children and young adults.



SCHOOL RESOURCE OFFICERS





KING'S LANDING

The City of Fort Pierce is pleased to announce a significant milestone in the development of the much-anticipated King's Landing project in Downtown Fort Pierce. At the City Commission meeting on August 12, 2024 and FPRA Board Meeting on August 13, 2024, a second amendment to the Amended and Restated Agreement was approved, making an essential step forward in bringing this transformative vision to reality.

This milestone follows the successful negotiations between Audubon Development and Harbert Realty Services, who have reached an agreement on salient terms necessary to finalize a future joint venture agreement. The establishment of this joint venture is a crucial step toward the progression of the King's Landing project, which has been long awaited by our community. We expect that the combined expertise and resources will play a vital role in bringing this project to fruition.

The amendment modifies the development timeline to accommodate the formation of the joint venture and additional due diligence. It also ensures that monthly progress updates will be provided to the City Commission as transparency and accountability are of the utmost importance in this project. Additionally, the amendment includes a requirement for documentation pertaining to a franchise application to Marriott International by January 29, 2025. The development of a downtown hotel has always been a key component of this project, and we are firmly committed to making that happen. You can review the full amendment online at the following link: [23442_King's_Landing_-_Second_Amendment_to_Amended_and_Restated_Agreement_-_8.12.2024.pdf](#) (destinyhosted.com)



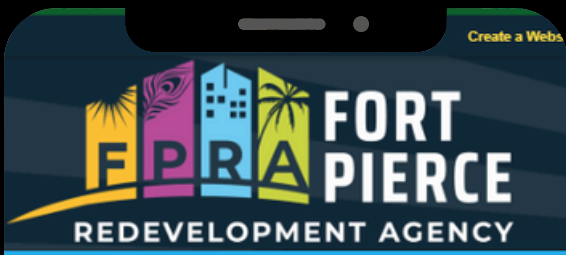
FISHERMAN'S WHARF



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. 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.

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 which has now expired.

A notice of default was sent to the developer on October 1, 2024 outlining the work Pierce 1 failed to complete as required by the Development Agreement. Pierce 1 has thirty days to cure these defaults.



Fort Pierce Redevelopment Agency
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CONTACT US

 **772-465-4170**

 **fp्रा@cityoffortpierce.com**

 **100 North US Hwy. 1
Fort Pierce, FL 34950**

www.choosefortpierce.com

