FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, December 10, 2024 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

   a. Approval of the Minutes from the November 12, 2024 Meeting.

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

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

7. **CONSENT AGENDA**

   a. Approval of Change Order No. 11 to General Contractor Services-Highway Museum in an amount not to exceed $2,803.70 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

b. Approval of Change Order No. 10 to General Contractor Services-Highway Museum in an amount not to exceed $16,578.40 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

c. Approval of Change Order No. 9 to General Contractor Services-Highway Museum in an amount not to exceed $9,130.31 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

d. Approval of Change Order No. 8 to General Contractor Services-Highway Museum in an amount not to exceed $9,569.15 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

e. Approval of Change Order No. 7 to General Contractor Services-Highway Museum in an amount not to exceed $6,338.80 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

f. Approval of Change Order No. 4 to General Contractor Services-Highway Museum in an amount not to exceed $37,081.80 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

g. Approval of Funding Agreement with St. Lucie County for the Delaware Avenue Intersection Improvement Project in the amount of $250,000

h. Approval of a blanket Purchase Order to cover the Fort Pierce Off-Duty Detail expenditures in the amount of $317,304.00 for FY2025.

i. Approval of First Amendment to Agreement with Incubate Neighborhood Center (INC) to Lease and Improve Means Court.

8. **NEW BUSINESS**

a. Fort Pierce Police Department FPRA Off-Duty Details Presentation

b. Resolution 24-05: Granting or Denying a Time Extension for the Sale Agreement of 612 N 25th St

c. Discussion and direction to amend Exhibit A "Rates & Services Addendum" to the Master Services Agreement with BEEFREE to add a sixth vehicle until either May 10, 2025, September 30, 2025, or for the remaining term of the contract.

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: December 10, 2024

Re: Approval of the Minutes from the November 12, 2024 Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes from the November 12, 2024 Meeting.

Attachments

2024.11.12 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, NOVEMBER 12, 2024.

1. CALL TO ORDER

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve the minutes of the September 10, 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 Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the agenda as set.

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

Passed

6. COMMENTS FROM THE PUBLIC

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

No comments

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

c. Approval of Construction Contract with Close Construction Services, LLC for Avenue D and Means Court Parking Lot Improvement project, Bid No. 2024-023.

d. First Amendment to Commercial Facade Agreement for 2203 Orange Ave - Fort Pierce Police Athletic League, Inc., DBA St Lucie Sheriff's PAL

e. Approval to award RFQ No. 2024-040 Manufactured/Modular Home Installer/Contractor to the highest qualified respondent, Journey C&D Group, Inc.

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

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

Passed

8. NEW BUSINESS

a. Resolution 24-05 addressing a request for an extension to comply with the terms of the Surplus Property Sale Agreement for 612 N 25th Street.

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

FPRA RESOLUTION NO. 24-05
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING AND DIRECTING THE EXECUTION OF THE REVERTER TO RE-ENTER AND RETAKE THE PROPERTY LOCATED AT 612 NORTH 25TH STREET, TO INCLUDE ANY NECESSARY LITIGATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Acting City Manager, Linda Cox explained the request for an extension at 612 N 25th Street of 120 days to initiate permits.

The Board inquired on what part of the process the applicant started, if the property is held by a non-profit, the minimum expectations, and recommended that the item be postponed so that the applicant can address the questions posed.

Ms. Cox commented that the owner was not fully aware of the process but is now on track to move forward.

City Attorney Sara Hedges clarified that there are two options in the process, an amendment for the extension and a resolution to take the property back, this property came after the new contract allowing for a timeline set by the applicant, and explained the actions that the Board can take.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to postpone the item to allow the applicant to come before the Board.

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

Passed

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

Redevelopment Specialist, Sara Delgado, provided an update on wait time, popular destinations, and the addition of a fifth vehicle during peak season.

The Board inquired on the permanency of the fifth vehicle, funding, grant timeframe, annual contracting, zone for the additional vehicle, analytics, if the car can be dispatched sooner, and public use of chargers after the season ends.

Ms. Delgado explained that funding comes from the FPRA budget and the FDOT grant.

Ms. Cox commented that Freebee can be authorized to proceed with the additional car as an amended contract must come back before the Board.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to authorize Freebee to procure a fifth vehicle for at least five months with a contract to follow.

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

Passed

9. STAFF COMMENTS

a. FPRA Programs & Activities Summary

Acting City Manager, Linda Cox commented on the projects staff is working on, including the Western Peninsula Charette with a draft plan for January/ February 2025, FPRA grants are open for signs and paint, and Incubate Neighborhood is on its way to opening.

10. BOARD COMMENTS

Commissioner Jeremiah Johnson commented on signage, parking infrastructure timelines, community policing and surplus properties.

Commissioner Curtis Johnson commented on community policing.

Commissioner Gaines commented on the mural and grant projects and local artists, and expressed the pleasure working with Commissioner Jeremiah Johnson as this was his last FPRA meeting.

11. ADJOURNMENT

Chairperson Hudson adjourned the meeting at 5:41 p.m.

ATTEST:

_____ _____

CITY CLERK CHAIRPERSON

FPRA Regular Meeting - 5:05 p.m. **7. a.**

Meeting Date: December 10, 2024

Re: Approval of Change Order No. 11 Journey C & D Group, Inc.

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

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SUBJECT:

Approval of Change Order No. 11 to General Contractor Services-Highway Museum in an amount not to exceed $2,803.70 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

SUMMARY:

The proposed change order aims to enhance security and provide additional protection to minimize the risk of theft of the newly installed HVAC units.

RECOMMENDATION:

Staff recommends approval of Changer Order No. 11 to General Contractor Services-Highway Museum in an amount not to exceed $2,803.70 to supply and install 2 security cages for the HVAC units.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Richard Stauffer, Facilities Manager
Journey C&D Group, Inc.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	104-9400-554-000-000
Amount:	$2,803.70

OTHER INFORMATION:

The change order not to exceed $2,803.70 will be funded by FPRA Account Number: Improvements – Other Improvements - #104-9400563200.

Attachments

Change Order #11

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-11 for **HVAC Security Cage**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Supply and Install 2 Security Cage for the HVAC Units

Price:	**$ 2,803.70** *Two Thousand Eight Hundred Three Dollars and Seventy Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 1 day.**
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Additional Attachments Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

Project: 2210001 - 11 - HVAC Security Cage

Date: 11/25/2024

#File
1 HVAC cage Quote (https://redteam.link/wzmytmo)

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 11 - HVAC Security Cage

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	HVAC Cages	2,300.00
2	Overhead	345.00
3	Profit	158.70
	Total:	2,803.70

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 11 - HVAC Security Cage

Manager:Clifford Moore

As of 11/25/2024

Potential Change 11

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
013100	Overhead	1.00	l/s	0.00	0.00	345.00	0.00	0.00	345.00
	Overhead	1.00	l/s	Subcontract @	345.00	=			345.00
15900	HVAC Cages	1.00	l/s	0.00	0.00	2,300.00	0.00	0.00	2,300.00
	HVAC Cages	2.00	l/s	Subcontract @	1,150.00	=			2,300.00
	SUBTOTAL DIRECT COSTS			**0.00**	**0.00**	**2,645.00**	**0.00**	**0.00**	**2,645.00**
	Indirect Costs			0.00	0.00	0.00	0.00	0.00	
	Indirect Cost Allocation Rates			0.00%	0.00%	0.00%	0.00%	0.00%	
	TOTAL DIRECT & INDIRECT COSTS			**0.00**	**0.00**	**2,645.00**	**0.00**	**0.00**	**2,645.00**
	Fee							6.00%	158.70
	TOTAL PRICE								**2,803.70**

FPRA Regular Meeting - 5:05 p.m. **7. b.**

Meeting Date: December 10, 2024

Re: Approval of Change Order No. 10 Journey C & D Group, Inc.

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

SUBJECT:

Approval of Change Order No. 10 to General Contractor Services-Highway Museum in an amount not to exceed $16,578.40 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

SUMMARY:

The electrical wiring for the fire alarm and security enhancements was requested by Veteran Fire Services and Securitas Electronic Security, Inc. This wiring is essential for completing the scope of work for their phase of the project.

RECOMMENDATION:

Staff recommends approval of Changer Order No. 1 to General Contractor Services-Highway Museum in an amount not to exceed $16,578.40 for electrical wiring for fire alarm and security enhancements.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Richard Stauffer, Facilities Manager
Journey C&D Group, Inc.
Veteran Fire Services
Securitas Electronic Security, Inc.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 104-9400-554-000-000

Amount: $16,578.40

OTHER INFORMATION:

The change order not to exceed $16,578.40 will be funded by FPRA Account Number:1049400-563200 - Other improvements.

Attachments

Change Order #10

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-10 for **Electrical Wiring for Fire Alarm and Security**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

The are the items requested by the fire alarm company and security

Price:	**$ 16,578.40** *Sixteen Thousand Five Hundred Seventy Eight Dollars and Forty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 10 days.**
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Additional Attachments Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

Project: 2210001 - 10 - Electrical Wiring for Fire Alarm and Security

Date: 11/25/2024

#File
1 Electrical Proposal with Fire Alarm and Security (https://redteam.link/xa6b51v)

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 10 - Electrical Wiring for Fire Alarm and Security

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Fire Alarm System	6,400.00
2	Security System	7,200.00
3	Overhead	2,040.00
4	Profit	938.40
	Total:	16,578.40

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 10 - Electrical Wiring for Fire Alarm and Security

Manager:Clifford Moore

As of 11/25/2024

Potential Change 10

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
10520	Fire Alarm System	1.00	l/s	0.00	0.00	6,400.00	0.00	0.00	6,400.00
	Fire Alarm System	1.00	l/s	Subcontract @	6,400.00	=			6,400.00
11020	Security System	1.00	l/s	0.00	0.00	7,200.00	0.00	0.00	7,200.00
	Security System	1.00	l/s	Subcontract @	7,200.00	=			7,200.00
013100	Overhead	1.00	l/s	0.00	0.00	2,040.00	0.00	0.00	2,040.00
	Overhead	1.00	l/s	Subcontract @	2,040.00	=			2,040.00

SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**15,640.00**	**0.00**	**0.00**	**15,640.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**15,640.00**	**0.00**	**0.00**	**15,640.00**
Fee					6.00%	938.40
TOTAL PRICE						**16,578.40**

FPRA Regular Meeting - 5:05 p.m. **7. c.**

Meeting Date: December 10, 2024

Re: Approval of Change Order No. 9 Journey C & D Group, Inc.

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

SUBJECT:

Approval of Change Order No. 9 to General Contractor Services-Highway Museum in an amount not to exceed $9,130.31 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

SUMMARY:

The initial budget for the installation of enhanced lighting was $7,500. Upon finalizing the project design, which included replacing inoperable exterior lighting and upgrading lighting to support the museum's proposed security enhancements, the budget was revised to $15,000.91. However, the subcontractor's bid came in at $28,540.22, reflecting an increase of $9,130.31.

RECOMMENDATION:

Staff recommends approval of Changer Order No.9 to General Contractor Services-Highway Museum in an amount not to exceed $9,130.31 to install improved interior and exterior lighting.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Richard Stauffer, Facilities Manager

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 104-9400-554-000-000

Amount: $9,130.31

OTHER INFORMATION:

The change order not to exceed $9,130.31 will be funded by FPRA Account Number:1049400-563200 - Other improvements.

Attachments

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-09 for **Electrical Lighting Package**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

The Electrical Package Allowance at Bid was $7,500. After project design the electrical budget is $15,000.19. Please see quote attached. The electrical subcontract is 28,540.00

Price:	**$ 9,130.31** *Nine Thousand One Hundred Thirty Dollars and Thirty One Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 30 days.**
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Additional Attachments Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

ADDITIONAL ATTACHMENTS

Project: 2210001 - 09 - Electrical Lighting Package

Date: 11/25/2024

#File
1 SQ233657-01 - THE HIGHWAYMEN MUSEUM Lighting Package (https://redteam.link/319qbo8)

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 09 - Electrical Lighting Package

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Electrical Package Difference	7,490.00
2	Overhead	1,123.50
3	Profit	516.81
	Total:	9,130.31

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 09 - Electrical Lighting Package

Manager:Clifford Moore

As of 11/25/2024

Potential Change 09

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
013100	Overhead	1.00	l/s	0.00	0.00	1,123.50	0.00	0.00	1,123.50
	Overhead	1.00	l/s	Subcontract @	1,123.50	=			1,123.50
16050	Electrical Package Difference	1.00	l/s	0.00	0.00	7,490.00	0.00	0.00	7,490.00
	Electrical Package Difference	1.00	l/s	Subcontract @	7,490.00	=			7,490.00
SUBTOTAL DIRECT COSTS				**0.00**	**0.00**	**8,613.50**	**0.00**	**0.00**	**8,613.50**
Indirect Costs				0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates				0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS				**0.00**	**0.00**	**8,613.50**	**0.00**	**0.00**	**8,613.50**
Fee								6.00%	516.81
TOTAL PRICE									**9,130.31**

FPRA Regular Meeting - 5:05 p.m. **7. d.**

Meeting Date: December 10, 2024

Re: Approval of Change Order No. 8 Journey C & D Group, Inc.

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

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SUBJECT:

Approval of Change Order No. 8 to General Contractor Services-Highway Museum in an amount not to exceed $9,569.15 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

SUMMARY:

The original budget for the bathroom and kitchen plumbing was $10,700. Change Order 4 for the bathroom renovation included an additional $4,700 for plumbing improvements, raising the total to $15,400. The final plumbing contract amounts to $23,250, resulting in a difference of $7,850. This difference is due to unforeseen circumstances, as there were no construction drawings available at the time of the bid.

RECOMMENDATION:

Staff recommends approval of Changer Order No. 8 to General Contractor Services-Highway Museum in an amount not to exceed $9,569.15 for unexpected additional plumbing costs.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Richard Stauffer, Facilities Manager
Journey C&D Group, Inc.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	1049400-563200
Amount:	$9,569.15

OTHER INFORMATION:

The change order not to exceed $9,569.15 will be funded by FPRA Account Number:1049400-563200 - Other improvements.

Attachments

Change Order #8

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-08 for **Plumbing Change Order**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

The orginal budget for plumbing was $4,200. The bathroom change order included plumbing of $4,700. The kitchen plumbing budget was $6,500. The Plumbing contract is $23,250. The difference is $7,850.00. This is unforeseen as there were no construction drawings at bid.

Price:	**$ 9,569.15** *Nine Thousand Five Hundred Sixty Nine Dollars and Fifteen Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 08 - Plumbing Change Order

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Plumbing Original Contract Difference	7,850.00
2	Overhead	1,177.50
3	Profit	541.65
	Total:	9,569.15

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 08 - Plumbing Change Order

Manager:Clifford Moore

As of 11/25/2024

Potential Change 08

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
013100	Overhead	1.00	l/s	0.00	0.00	0.00	0.00	1,177.50	1,177.50
	Overhead	1.00	l/s	Other @	1,177.50	=			1,177.50
15400	Plumbing Original Contract Difference	1.00	l/s	0.00	0.00	7,850.00	0.00	0.00	7,850.00
	Plumbing Original Contract Difference	1.00	l/s	Subcontract @	7,850.00	=			7,850.00
SUBTOTAL DIRECT COSTS				**0.00**	**0.00**	**7,850.00**	**0.00**	**1,177.50**	**9,027.50**
Indirect Costs				0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates				0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS				**0.00**	**0.00**	**7,850.00**	**0.00**	**1,177.50**	**9,027.50**
Fee								6.00%	541.65
TOTAL PRICE									**9,569.15**

FPRA Regular Meeting - 5:05 p.m. **7. e.**

Meeting Date: December 10, 2024

Re: Approval of Change Order No. 7 Journey C & D Group, Inc.

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

SUBJECT:

Approval of Change Order No. 7 to General Contractor Services-Highway Museum in an amount not to exceed $6,338.80 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

SUMMARY:

During the demolition of the existing floor, it was discovered that the previous installer had significantly built up the floor to align with the door threshold. This was an unforeseen condition. The change order necessitates grinding down the remaining thin-set to the concrete slab. After that the floor will be leveled and prepared for the new flooring installation.

RECOMMENDATION:

Staff recommends approval of Changer Order No. 7 to General Contractor Services-Highway Museum in an amount not to exceed $6,338.80 to level the floor and prepare it for the installation of the laminate flooring.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Richard Stauffer, Facilities Manager
Journey C&D Group, Inc.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	1049400-563200
Amount:	$6,338.80

OTHER INFORMATION:

The change order not to exceed $6,338.80 will be funded by FPRA Account Number:1049400-563200 - Other improvements.

Attachments

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-07 for **Floor Leveling/Floating**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

When we demolished the existing flooring, it was discovered that there was 2 layers of flooring. This was an unforeseen condition. To ensure the floor is level, we will grind the remaining thin-set down to concrete slab. Then we will level the floor and prepare for flooring material.

Price:	**$ 6,338.80** *Six Thousand Three Hundred Thirty Eight Dollars and Eighty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 4 days.**
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 07 - Floor Leveling/Floating

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Grinding and Leveling Flooring	5,200.00
2	Overhead	780.00
3	Profit	358.80
	Total:	6,338.80

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 07 - Floor Leveling/Floating

Manager:Clifford Moore

As of 11/25/2024

Potential Change 07

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
09600	Grinding and Leveling Flooring	1.00	l/s	0.00	0.00	5,200.00	0.00	0.00	5,200.00
	Grinding and Leveling Flooring	3.25	sf	Subcontract @	1,600.00	=			5,200.00
013100	Overhead	1.00	l/s	0.00	0.00	780.00	0.00	0.00	780.00
	Overhead	1.00	l/s	Subcontract @	780.00	=			780.00
SUBTOTAL DIRECT COSTS				**0.00**	**0.00**	**5,980.00**	**0.00**	**0.00**	**5,980.00**
Indirect Costs				0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates				0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS				**0.00**	**0.00**	**5,980.00**	**0.00**	**0.00**	**5,980.00**
Fee								6.00%	358.80
TOTAL PRICE									**6,338.80**

FPRA Regular Meeting - 5:05 p.m. **7. f.**

Meeting Date: December 10, 2024

Re: Approval of Change Order No. 4 Journey C & D Group, Inc.

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

SUBJECT:

Approval of Change Order No. 4 to General Contractor Services-Highway Museum in an amount not to exceed $37,081.80 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

SUMMARY:

The costs are in accordance with the Contract Drawings dated January 22, 2024, as well as, but not limited to, new tile flooring, ceiling tiles, partitions, toilet accessories (trash receptacles, grab bars, mirrors, etc.), vinyl wall coverings. It is recommended to provide an all-encompassing renovation of the bathroom since the remaining interior spaces of the building are being modified.

RECOMMENDATION:

Staff recommends approval of Changer Order No. 1 to General Contractor Services-Highway Museum in an amount not to exceed $37,081.80 to renovate the first floor men's and women's restrooms.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Richard Stauffer, Facilities Manager
Journey C&D Group, Inc.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	1049400-563200
Amount:	$37,081.80

OTHER INFORMATION:

The change order not to exceed $37,081.80 will be funded by FPRA Account Number:1049400-563200 - Other improvements.

Attachments

Change Order #4

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

8/14/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-04 for **Bathroom renovation (Alternate Design)**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

09 - Finishes

1. Vinyl Wall Finish

Price:	**$ 37,081.80** *Thirty Seven Thousand Eighty One Dollars and Eighty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 28 days.**
Clarification(s):	• Add $ 7,500.00 for Plumbing Fixtures (Allowance)
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail jtiffeau@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Jennifer Tiffeau

Project Manager

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 04 - Bathroom renovation (Alternate Design)

Date: 08/14/2024

#	Description of Work	Scheduled Value ($)
1	Demolition & Disposal	7,500.00
2	Millwork repairs	2,300.00
3	Acoustical Ceilings	500.00
4	Vinyl Wall Finish	1,000.00
5	Partitions (Allowance)	6,000.00
6	Toilet Accessories	9,516.00
7	Plumbing and Fixtures	4,700.00
8	Electrical Fixtures and Wiring	3,800.00
9	Profit	1,765.80
	Total:	37,081.80

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 04 - Bathroom renovation (Alternate Design)

Manager:Jennifer Tiffeau

As of 12/4/2024

Potential Change 04

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
09600	Vinyl Wall Finish	1.00	l/s	0.00	0.00	1,000.00	0.00	0.00	1,000.00
	Vinyl Wall Finish	1.00	l/s	Subcontract @	1,000.00	=			1,000.00
15400	Plumbing and Fixtures	1.00	l/s	0.00	0.00	4,700.00	0.00	0.00	4,700.00
	Plumbing and Fixtures	2.00	ea	Subcontract @	2,350.00	=			4,700.00
16050	Electrical Fixtures and Wiring	1.00	l/s	0.00	0.00	3,800.00	0.00	0.00	3,800.00
	Electrical Fixtures and Wiring	1.00	l/s	Subcontract @	3,800.00	=			3,800.00
024100	Demolition & Disposal	1.00	l/s	0.00	0.00	7,500.00	0.00	0.00	7,500.00
	Demolition & Disposal	1.00	l/s	Subcontract @	7,500.00	=			7,500.00
062200	Millwork repairs	1.00	l/s	0.00	0.00	2,300.00	0.00	0.00	2,300.00
	Millwork (Allowance)	1.00	l/s	Subcontract @	2,300.00	=			2,300.00
095100	Acoustical Ceilings	1.00	l/s	0.00	0.00	500.00	0.00	0.00	500.00
	Ceiling Tiles	1.00	l/s	Subcontract @	500.00	=			500.00
102200	Partitions (Allowance)	1.00	l/s	0.00	0.00	6,000.00	0.00	0.00	6,000.00
	Partitions (Allowance)	1.00	l/s	Subcontract @	6,000.00	=			6,000.00
102800	Toilet Accessories	1.00	l/s	0.00	0.00	9,516.00	0.00	0.00	9,516.00
	Toilet, Bath, and Laundry Accessories	1.00	l/s	Subcontract @	9,516.00	=			9,516.00

SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**35,316.00**	**0.00**	**0.00**	**35,316.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**35,316.00**	**0.00**	**0.00**	**35,316.00**
Fee					5.00%	1,765.80

TOTAL PRICE	**37,081.80**

FPRA Regular Meeting - 5:05 p.m. **7. g.**

Meeting Date: December 10, 2024

Re: Funding Agreement with St. Lucie County for Delaware Ave/33rd St. Intersection

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Approval of Funding Agreement with St. Lucie County for the Delaware Avenue Intersection Improvement Project in the amount of $250,000

SUMMARY:

Through this funding agreement, the FPRA will contribute $250,000 in the form of a reimbursable grant toward the reconstruction of the existing signalized intersection at Delaware Avenue and 33rd Street. Grant funds shall only be used for costs to engineer, design, permit, inspect, and construct the project.

The reconstruction includes removing the adverse east/west vehicular roadway geometry and providing pedestrian facilities that meet current design standards within five hundred feet of the subject intersection. The project will also provide updated traffic signs, pavement markings, and traffic signal modifications to support additional pedestrian facilities on the southbound and eastbound approaches to the intersection, including proposed pedestrian signal poles, signal heads, detectors, conduit, and pull boxes. This intersection is located within the FPRA District and addresses several goals in the FPRA Plan related to pedestrian safety improvements and connectivity, including:

- GOAL 16 The Fort Pierce Redevelopment Agency shall evaluate and prioritize streetscaping and pedestrian safety improvement opportunities throughout the Community Redevelopment Area.
- 16.1 The Fort Pierce Redevelopment Agency shall coordinate with the City’s Public Works Department to prioritize pedestrian-related improvements located within the Redevelopment Area such as streetscape projects, trail connections, and sidewalk installations/expansions within the Community Redevelopment Plan and Annual Work Plan and Budget.
- 16.3 The Fort Pierce Redevelopment Agency shall, contingent on the availability of funding sources, include at least one streetscape, sidewalk or neighborhood connection improvement project in each year's Annual Work Plan and Budget.

RECOMMENDATION:

Approval of Funding Agreement with St. Lucie County for the Delaware Avenue Intersection Improvement Project

ALTERNATIVES:

Amend or deny Funding Agreement

RESPONSIBLE STAFF:

Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Linda Cox, Acting City Manager/Acting FPRA Director
Sara Hedges, City Attorney
Mayte Santamaria, Deputy County Administrator, St. Lucie County
Christopher Lestrange, Public Works Department Assistant Director, St. Lucie County

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Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	FY2025
Account:	1049400 563100
Amount:	$250,000

OTHER INFORMATION:

This reimbursable grant will be funded through FPRA Account Code 6310 - Other Improvements - Road & Bridge.

Attachments

Funding Agreement
RLS Memo
SLC Delaware Ave Resurfacing Map

Funding Agreement
Delaware Avenue Intersection Improvement Project

THIS AGREEMENT, made this _____ day of _____, 2024, between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**County**", and the **FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, a municipal agency of the State of Florida**, hereinafter called the "**FPRA**".

WITNESSETH

WHEREAS, the County is proposing to rehabilitate the intersection of Delaware Avenue and 33rd Street and resurface a portion of Delaware Avenue known as "Delaware Avenue Intersection Improvement Project" (or the "Project") at a location depicted on Exhibit "1"; and,

WHEREAS, the County has requested that the FPRA provide funding to assist in the construction and development of the Project; and,

WHEREAS, the FPRA is willing to enter into this Agreement with the County to assist the County in funding the construction and development of the Project.

NOW, THEREFORE, in consideration of their mutual promises made herein, the parties mutually agree as follows:

1. **Reimbursement Grant**. The FPRA shall provide the County with a reimbursement grant (the "Grant"), in the total amount of two hundred fifty thousand and 0/100 no dollars ($250,000.00). The parties agree that these Grant funds shall only be used for costs to engineer, design, permit, inspect, and construct the Project, and shall not be used for internal administrative costs or debt service expenses. A description of the proposed potential capital improvements to the Project is attached to and made a part of this Agreement as Exhibit "2". The design survey and construction documents for the proposed capital improvements shall be made in accordance with the Scope of Services attached to and made a part of this Agreement as Exhibit "3". Grant payments shall be reimbursed to the County based on documented costs provided by the County. In processing requests for reimbursements, the County shall forward copies to the FPRA of all invoices received from the County's consultant or contractor in sufficient detail for audit purposes. The FPRA shall reimburse the County within thirty (30) days of receipt of requests for reimbursement.

2. **Annual Reports.** Upon expending the FPRA's grant funds, the County shall provide the FPRA an annual report indicating how the Grant funds have been expended. The initial report shall be delivered to the City Manager, or designee, on or before February 1 of the initial year of grant expenditures and continue on February 1 every year thereafter through the completion of the project.

3. **Project Completion Date; Termination.** The County agrees to encumber the Grant funds to pay for the Project by October 1, 2025. Either party may terminate this Agreement earlier, with cause, upon thirty (30) days written notice to the other party and failure of the other party to cure the default. The County shall reimburse the FPRA for all Grant funds that were not used as required by this Agreement, as of the date of termination notice. This provision shall survive the termination of this Agreement.

4. **Right of Audit; Reimbursement.** The County gives the FPRA the right, until the expiration of three (3) years after expenditure of Grant funds under this Agreement, to audit the use of the Grant monies. Upon reasonable demand, the FPRA shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the County involving transactions related to these Grant funds. All required records shall be maintained until an audit is completed and all questions arising there from are resolved, or until the expiration of three (3) years after the expenditure of the Grant Funds. In the event an audit determines that the County used the Grant funds in violation of this Agreement, the County agrees to reimburse the FPRA for the amount of the funds improperly used within 30 days of demand by the FPRA.

5. **Indemnity.** The County is responsible for ensuring that Grant funds are spent in accordance with Florida Law. To the extent allowed by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the County agrees to indemnify and hold harmless the FPRA, its officers, employees, and agents of and from all liabilities, damages, claims, recoveries, costs and expenses in any way arising out of the receipt or expenditures of these Grant funds by the County.

6. **Compliance with Law; Permits.** The County agrees to comply with all permitting, local, state, and federal laws, rules and regulations. The County shall obtain all required state and federal permits related to wetlands and wildlife habitat.

7. **Identification.** The County agrees that plaques or other like monumentation constructed as a component of the Project shall include the FPRA's logo.

8. **Notice.** Any notice shall be in writing and sent registered or certified mail, postage and charges prepaid, and addressed to the parties at the following address:

County:	St. Lucie County Administrator Admin Annex, 3rd Floor 2300 Virginia Avenue Fort Pierce, Florida 34982	Copy to:	St. Lucie County Attorney Admin Annex, 3rd Floor 2300 Virginia Avenue Fort Pierce, Florida 34982
FPRA:	City Manager City of Fort Pierce 100 N. U.S. Highway 1 Fort Pierce, FL 34950	Copy to:	City Attorney City of Fort Pierce 100 N. U.S. Highway 1 Fort Pierce, FL 34950

9. **Amendment; Modification.** No amendment, modification or waiver of this Agreement shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

10. **Binding.** Except as otherwise provided, this Agreement shall be binding upon and shall inure to the benefit of the parties. This Agreement is not intended to benefit third parties who are not part of this Agreement.

11. **Resolution of Disputes.** In the event of a dispute between the parties in connection with this Agreement, the parties agree to try to resolve the issues in good faith pursuant to the conflict resolution procedures provided by the Florida Conflict Resolution Act, Chapter 164, Florida Statutes. The results of the conflict resolution or any testimony or argument introduced in the conflict resolution shall not be admissible as evidence in any subsequent proceeding concerning the disputed issues.

12. **Entire Agreement; Venue.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims that are justiciable in federal court.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

14. **Cooperation.** Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed or withheld.

15. **Rights Cumulative.** All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

16. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials as of the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

_____
DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY

FORT PIERCE REDEVELOPMENT AGENCY

ATTEST:

_____ **BY: _____**

CLERK **CHAIR**

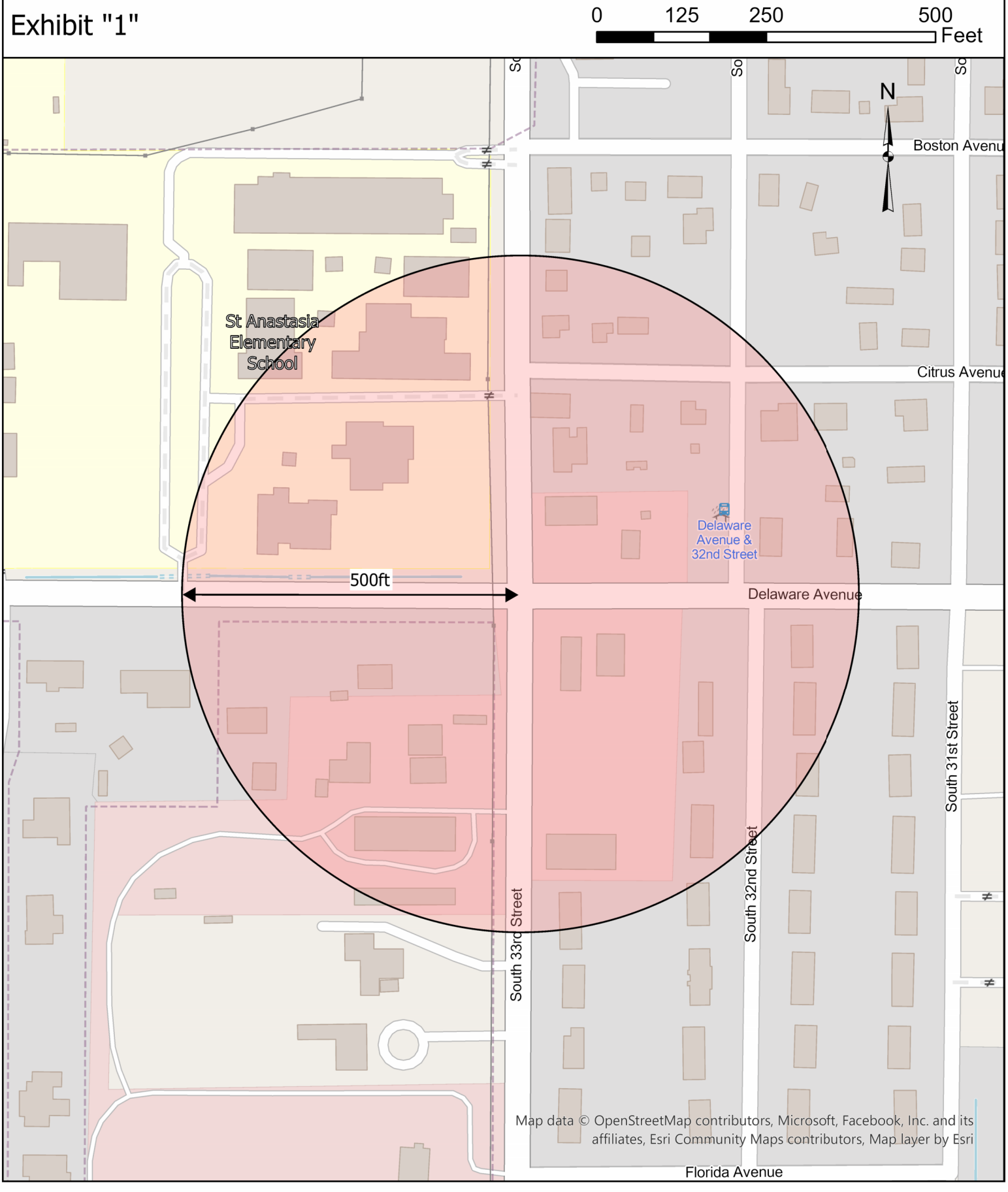
APPROVED AS TO FORM:

BY: _____

CITY ATTORNEY

Interlocal Funding Agreement
Delaware Avenue Intersection Improvement Project

Exhibit "1"



Interlocal Funding Agreement

Delaware Avenue Intersection Improvement Project

Exhibit "2"

Proposed Potential Capital Improvements:

1. Reconstruction of the existing paving and drainage at the Delaware Avenue and South 33rd Street intersection extending up to 500 linear feet along all four roadway approaches to the subject intersection to remove the existing adverse vehicular geometric conditions.
2. Pedestrian facilities at the intersection meeting current design standards.
3. Pedestrian signal poles, signal heads, detectors, conduit, and pull boxes to support the additional pedestrian phase movements associated with the southbound and eastbound approaches to the intersection meeting current County, City of Ft. Pierce and FDOT design standards.
4. Signage and pavement markings meeting current design standards.

Kimley»Horn

June 28, 2024

Patrick Dayan, P.E.
St. Lucie County Public Works Department
2300 Virginia Avenue
Ft. Pierce, FL 34982
772-462-1485

RE: 33rd Street & Delaware Avenue Intersection Improvements

Dear Mr. Dayan,

We are pleased to submit to you this proposal for scope of services associated with developing construction documents to support the reconstruction of the above identified intersection to remove the existing adverse vehicular geometric conditions and to provide pedestrian facilities that meet current design standards. This proposal includes professional consulting services consisting of topographic design survey and construction document/design. Please find attached the project scope of services, workplan estimate, and fees based upon our project understanding.

We appreciate this opportunity to work with St. Lucie County and look forward to participating in this project. Should you have any questions, please feel free to contact me at 772-794-4083.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Brian A. Good, P.E.
Senior Vice President

EXHIBIT A

SECTION I - PROJECT DESCRIPTION AND SCOPE

Professional consultant services are requested for the preparation of a design survey and construction documents associated with reconstructing the existing signalized intersection to remove the adverse east/west vehicular roadway geometry and to provide pedestrian facilities that meet current design standards.

SECTION II - COUNTY OBLIGATIONS

The COUNTY agrees to provide (in a timely manner) the following material, data, or services as required in connection with the work to be performed under this Agreement; all of which information the Consultant may use and reasonably rely upon:

A. Provide the Consultant with a copy of all previously conducted studies, geotechnical investigations, preliminary data or reports available, existing location surveys, topographic surveys, and related documents.

SECTION III - SCOPE OF SERVICES

The Consultant agrees to perform professional roadway design and related services in connection with the project as required and set forth in the following:

A. General:

1. The Consultant will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the Consultant shall consult with the COUNTY to clarify and define the COUNTY'S requirements for the project and review available data.

2. The Consultant will attend conferences with the COUNTY and its representatives upon reasonable request.

3. In order to accomplish the work described under this work order in the time frames and conditions set forth, the Consultant will observe the following requirements:

   a. The Consultant will complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, draftsmen, and other employees on the work.

   b. The Consultant will design the project in such a manner as to be in reasonable conformance with applicable federal, state and local laws, and shall comply with the Florida Department of Transportation's (FDOT) Plans Preparation Manual Design Criteria latest edition. The Consultant may utilize design criteria established in the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways upon receiving COUNTY concurrence.

c. The Consultant will prepare all necessary sketches and completed application forms to accompany the COUNTY'S applications for required federal, state, or local permits.

d. The Consultant will cooperate with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

e. The Consultant will send a complete preliminary set of construction plans to any city, county, state, regional or federal regulatory agency from which a permit or other approval is required prior to final approval of the design by the County Engineer, and will coordinate the project design with all applicable agencies.

f. The Consultant will contact all known utility companies having installations in the immediate vicinity of the proposed work and consider relocation of utilities, if necessary. The Consultant will provide the COUNTY with necessary information relative to required utility adjustments, relocations and installations and will show all known existing utilities on the final design plans. Design modifications to existing utility lines, if necessary, may be negotiated by a separate agreement.

4. Compensation to the Consultant for basic services shall be in accordance with Section IV – Compensation, of this Agreement, as mutually agreed upon by the Consultant and COUNTY.

B. Design Topographic Survey:

The Consultant shall provide design topographic survey services necessary to support and facilitate contemplated design associated with this project. This task will consist of the preparation of digital base map topographic surveys in accordance with the Standard of Practice for Surveying and Mapping in Chapter 5J-17, Florida Administrative Code, pursuant intent of the Florida Minimum Technical Standards set forth by the Florida Board of to Section 472.027, Florida Statutes. The survey will include:

1. Establishment of a project wide Horizontal Control Network within the PROJECT LIMITS, which will include setting three (3) control points (nails, rebar with cap, etc.) on the baseline of survey (centerline R/W). The Horizontal coordinate system will be based on the Florida State Plan Coordinate System, Florida East Zone, NAD 83/90 datum.

2. Establishment of a project wide Vertical Control Network within the PROJECT LIMITS, which will include setting two (2) Benchmarks based upon N.A.V.D. 88 Datum published benchmarks provided by the County.

3. Research and analysis of existing right of way information (to include Abstracts or Title Searches as provided by COUNTY) sufficient to delineate the existing rights-of-way for 33rd Street and Delaware Avenue within the project limits.

4. Provide design topographic survey that will extend 500 linear feet along all four (4) roadway approaches to the subject intersection. Topographic survey data will be collected 15 feet beyond the existing roadway rights-of-way, including major topographic grade breaks, culvert inverts, size, type, etc. within the PROJECT Limits described above.

C. Construction Documents:

Construction documents shall consist of the following:

PHASE SUBMITTALS	30%	60%	90%	100%
Cover Sheet (Location map, Project Length, Engineer of Record)	P	C	C	F
Summary of Pay Items		P	C	F
Typical Sections	P	C	C	F
Summary of Quantities & General Notes	P	C	C	F
Horizontal and Vertical Control Sheets (Benchmarks, Reference Points, Section Corners)		P	C	F
Plan and Profile Sheets (40 scale)	P	C	C	F
Special Details		P	C	F
Cross Sections at 50 ft intervals, extending 15' beyond proposed right-of-way (1"=4' Vertically, 1"=20'Horizontally)		P	C	F
Stormwater Pollution Prevention Plans		P	C	F
Signage & Pavement Marking Plans (40 scale double plan)	P (pavement markings)	C	C	F
Construction Cost Estimate and Quantities	P	C	C	F

Notes: P – Preliminary, C – Complete, but subject to change, F - Final

General Construction Plan Requirements:

- Plans shall be prepared on 11" x 17" sheets.
- Plan sheets shall depict existing right-of-way, section lines, property lines, temporary construction easements, and centerline of construction. Horizontal control points with state plane coordinates for all PC's, PT's, curve radius, curve length and horizontal PI's shall be included on the Plan or summarized in an alignment table.
- Plans shall include spot grades adequate to describe any proposed grading.
- All plan view improvements will be supported with raster aerial imagery. All raster imagery will be provided by the COUNTY.
- Match lines shall not be located within the limits of an intersection.

- If applicable, soil boring information shall be plotted on cross sections with soil classification and high season water table.

- All quantities shall reference FDOT Pay Item Numbers. Any pay item numbers that deviate from FDOT naming convention shall have a letter following the respective number to indicate a modification.

- All details shall reference FDOT Index Numbers.

- All specifications shall reference to FDOT Specifications for Road and Bridge Construction, 2024 edition. Any deviations to these specifications are considered special specifications and required to be identified in the Technical Specifications.

- Initial, interim and Final Plan Submittal shall include the following:
  i. Three (3) Sets of Signed and Sealed Plans. (2-half size and 1 full size)
  ii. One (1) Opinion of Probable Construction Cost
  iii. Digital Submittals with drawings in PDF and coordinate correct CADD format.
  iv. The Consultant will provide construction documents and calculations in sufficient quantity as required by the various reviewing agencies.

The plans will be prepared based upon English units. Design will be conducted in MicroStation and Geopak format.

D. Signing and Pavement Marking Plans:

Signing and Pavement Markings will be included within the Construction Document plan sheets. Quantities will be provided in the Summary of Pay Items sheet. All signing and pavement markings are to be prepared in accordance with the latest design standards and practices (MUTCD), FDOT Standard Specifications, Indexes, and shall be accurate, legible, and complete in design.

E. Signalization Modifications:

Traffic signal modification plans will be developed to support the additional pedestrian phase movements associated with the southbound and eastbound approaches to the 33rd Street and Delaware Avenue intersection. It is understood that the proposed signalization improvements will be designed to meet current COUNTY, City of Ft. Pierce and FDOT standards. The plans will include the design and layout of proposed pedestrian signal poles, signal heads, detectors, conduit, and pull boxes.

The plans will include all call outs, controller timing chart, signal head details, controller notes, signal operating plan, and tabulation of quantities. The set of plans will include the following sheets: key sheet; tabulation of quantities; general notes, and plan sheet.

EXHIBIT B

COMPENSATION

The COUNTY agrees to pay and the Consultant agrees to accept for services rendered pursuant to fees in accordance with the following:

A. Professional Services Fee: The basic compensation mutually agreed upon by the Consultant and the COUNTY shall follow the Roadway and Intersection Design Professional Services Contract C22-11-1011:

Hourly not-to-exceed Tasks

Task Description	Fee
Topographic Design Survey	$ 10,050
30% Construction Documents	$ 15,400
60% Construction Documents	$ 16,105
90% Construction Documents	$ 10,820
100% Construction Documents	$ 4,160
Utility Coordination	$ 3,420
Signalization Modifications	$ 20,675
Grand Total	**$ 80,630**

EXHIBIT C

SCHEDULE

Upon authorization to proceed by the COUNTY, final design documents are expected to take approximately six (6) months from the Notice to Proceed (NTP).

NTP	contingent upon BOCC approval
30% Design Drawings	2 months following NTP
60% Design Drawings	4 months following NTP
90% Design Drawings	5 months following NTP
100% Design Drawings	6 months following NTP

All work will be completed no later than June 1, 2025

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: SHYANNE HARNAGE, CRA ADMINISTRATOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: INTERLOCAL AGREEMENT WITH SLC FOR DELAWARE/33RD INTERSECTION

CAO RLS FILE: RLS 24-416

DATE: NOVEMBER 8, 2024

I have reviewed the above Request for Legal Services (RLS) related to an Interlocal Agreement with the County for Improvements to the roadway near or at the intersection of Delaware Avenue and South 33rd Street. Please be aware of the following:

A. Paragraph 3 is missing the encumbrance date.

B. The Scope of Services from Kimley Horn is not specifically listed as an Exhibit to the Interlocal Agreement. Therefore, it is not binding on our agreement with the County. If the intent is to condition the funding on the Scope of Services, I would recommend you amend Paragraph 1 as follows with underlined language being an addition:

1. Reimbursement Grant. The FPRA shall provide the County with a reimbursement grant (the "Grant"), in the total amount of two hundred fifty thousand and 0/100 no dollars ($250,000.00). The parties agree that these Grant funds shall only be used for costs to engineer, design, permit, inspect, and construct the Project, and shall not be used for internal administrative costs or debt service expenses. A description of the proposed potential capital improvements to the Project is attached to and made a part of this Agreement as Exhibit "2". The design survey and construction documents for the proposed capital improvements shall be made in accordance with the Scope of Services attached to and made a part of this Agreement as Exhibit "3". Grant payments shall be reimbursed to the County based on documented costs provided by the County. In processing requests for reimbursements, the County shall forward copies to the FPRA of all invoices received from the County's consultant or contractor in sufficient detail for audit purposes. The FPRA shall reimburse the County within thirty (30) days of receipt of requests for reimbursement.

The Interlocal Agreement is otherwise approved as to form and correctness.

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

Proposed Delaware Avenue Resurfacing Map

Legend

- County Road
- Interlocal 1982
- Interlocal 2000

In general, the County is responsible for the road bed, bridges, curbs, culverts, drainage pipes and the City is responsible for the medians, traffic signals, traffic signs, sidewalks, street lights, pavement markings, onstreet parking and landscaping from US-1 to 33rd Street.

Google Earth
© 2018 Google

N

2000 ft

FPRA Regular Meeting - 5:05 p.m. **7. h.**

Meeting Date: December 10, 2024

Re: Blanket Purchase Order Approval for Fort Pierce Off-Duty Detail

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Approval of a blanket Purchase Order to cover the Fort Pierce Off-Duty Detail expenditures in the amount of $317,304.00 for FY2025.

SUMMARY:

The Fort Pierce Police Department's off-duty details located at Jetty Park, Downtown, and North 25th Street enhance safety and security, boost public perception, and promote community engagement in key areas of the redevelopment area. These details enable officers to build rapport with local residents and visitors and quickly respond to emergencies or suspicious behavior. By creating a welcoming atmosphere, the FPRA's commitment to safety can stimulate economic growth and contribute to a more vibrant community.

This project achieves several goals identified in the Fort Pierce Redevelopment Plan, including:

- 14. The Fort Pierce Redevelopment Agency shall support the law enforcement and social service providers that are located within the Redevelopment Area and that serve the residents of the Community Redevelopment Area.
- 14.2. The Fort Pierce Redevelopment Agency will continue to support Community-Oriented Police programs and operations within the Community Redevelopment Area.
- 23. The Fort Pierce Redevelopment Agency shall improve public safety and perception of safety within the Redevelopment Area.
- 23.1. The Fort Pierce Redevelopment Agency, contingent upon available funding, shall include a line item for public safety improvements in the CRA Work Plan and Budget.

RECOMMENDATION:

Approval of a blanket Purchase Order to cover the Fort Pierce Off-Duty Detail expenditures for FY2025.

ALTERNATIVES:

Submit three weekly requests for payment.

RESPONSIBLE STAFF:

Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Fort Pierce Police Department
Purchasing Division

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 10494000-583470

OTHER INFORMATION:

Approval of expenditure in the amount of $317,304.00, to cover the following line items for the off-duty police details in the FPRA:
Downtown - $168,480.00
Jetty Park - $101,088.00
North 25th - $47,736.00

Attachments

Off-Duty Details Report

Project Based Budget Presentation for FY2025

Mauricio Toro Email - FY2025 Expected Expenditures

FORT PIERCE OFF DUTY DETAILS
EXPENDTIURES BREAKDOWN

COMMUNITY POLICING
JETTY PARK DETAIL

Detail 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.

JETTY PARK – FY2025 EXPENDITURES	
Weekly Hours	36
Total Hours	1,872
Officer Hourly Rate	$49.00
Administrative Fee - $5.00/hr.	$9,360.00
Average Weekly Cost	$1,944.00
FY2025 Yearly Cost	$101,088.00

HOURS OF PATROL

Fridays
7:00PM – 1:00AM
Saturdays
8:00PM – 2:00AM
Sundays
6:00PM – 12:00AM

COMMUNITY POLICING
DOWNTOWN
DETAIL

Detail Officers assigned to patrol the Downtown area east of US1, between Seaway Drive and Citrus Avenue with extra patrol at Orange Avenue / 2nd Street area and the alleyways between 113 and 121 N 2nd Street.

DOWNTOWN - FY2025 EXPENDITURES	
Weekly Hours	60
Total Hours	3,120
Officer Hourly Rate	$49.00
Administrative Fee - $5.00/hr.	$15,600.00
Average Weekly Cost	$3,240.00
FY2025 Yearly Cost	$168,480.00

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

COMMUNITY POLICING
NORTH 25TH STREET
DETAIL

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.

NORTH 25TH - FY2025 EXPENDITURES	
Weekly Hours	17
Total Hours	884
Officer Hourly Rate	$49.00
Administrative Fee - $5.00/hr.	$4,420.00
Average Weekly Cost	$918.00
FY2025 Yearly Cost	$47,736.00

HOURS OF PATROL

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

THE SUNRISE CITY
FORT PIERCE
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POLICE DEPARTMENT
"In Honor We Serve"

Crime Analysis Unit

FPRA Detail Report – Downtown Area

Calls for Service – 01/01/2024 to 09/30/2024

From 01/01/2024 to 09/30/2024, there were a total of 722 calls for service for the downtown area during the detail times listed below. There were 193 civilian calls for service and 529 officer initiated calls. Disturbances, traffic accidents, and suspicious/unwelcome persons accounted for around 43% of the total among civilian calls. Patrols and traffic stops accounted for the majority (61%) of officer initiated calls.

Overall, there was an average of 4 calls per detail during the times the officers were present with roughly 2 or 3 of these being initiated by officers. A complete list of both civilian and officer initiated calls are in tables 1 and 2 to the right.

Scheduled Detail Times / Number of Officers:

- Fridays
  - 6:30 PM – 2:30 AM, (2) Officers
- Saturdays
  - 8:00 AM – 2:00PM, (2) Officers
  - 3:00 PM – 9:00 PM, (2) Officers
  - 9:00 PM – 3:00 AM, (2) Officers
- Sundays
  - 8:00 AM – 12:00 PM, (2) Officer

Table 2 - Officer Initiated Calls

Nature of Call	Calls
CLOSE PATROL	193
VEHICLE OR TRAFFIC STOP	131
FOOT PATROL	79
SUSPICIOUS PERSON	59
FLAGDOWN	13
CONDUCT INVESTIGATION	11
DISTURBANCE	11
ASSIST TO MOTORIST	5
SUSPICIOUS VEHICLE	5
TRAFFIC ACCIDENT	3
TRAFFIC RELATED	3
TRESPASSING COMPLAINT	3
ANIMAL RELATED	2
ABANDONED VEHICLE	1
ASSIST OTHER AGENCY	1
DRUNK PEDESTRIAN	1
JUVENILE TROUBLE	1
LOST OR STOLEN TAG	1
OBSTRUCTION IN ROAD	1
RADAR DETAIL	1
SICK/INJURED PERSON	1
TRANSPORT OR ESCORT	1
UNKNOWN	1
VANDALISM	1
TOTAL	529

Table 1 - Civilian Calls for Service

Nature of Call	Calls
DISTURBANCE	27
TRAFFIC ACCIDENT	23
SUSPICIOUS PERSON	20
UNWELCOME PERSON	13
TRESPASSING COMPLAINT	12
CONDUCT INVESTIGATION	11
PREMISE ALARM	10
ANIMAL RELATED	7
RECKLESS DRIVER	7
SICK/INJURED PERSON	7
TRAFFIC RELATED	7
LARCENY	6
ASSIST TO MOTORIST	4
PHONE MESSAGE	4
UNKNOWN	4
OBSTRUCTION IN ROAD	3
SUICIDE	3
ASSAULT	2
BURGLARY	2
DRUNK PEDESTRIAN	2
FIGHT	2
FIRE	2
LEWD LASCIVIOUS ACTS	2
RECOVERED PROPERTY	2
SUSPICIOUS VEHICLE	2
ASSIST OTHER AGENCY	1
CIVIL MATTER	1
DCF	1
DOMESTIC TROUBLE	1
FIREWORKS COMPLAINT	1
OTHER	1
STAND BY	1
SUSPICIOUS INCIDENT	1
UTILITY PROBLEM	1
TOTAL	193

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Crime Analysis Unit

FPRA Detail Report – Jetty Area

Calls for Service – 01/01/2024 to 09/30/2024

From 01/01/2024 to 09/30/2024, there were a total of 132 calls for service for the jetty area during the detail times listed to the right. There were 32 civilian calls for service and 100 officer initiated calls. Disturbances, reckless drivers, and fights accounted for around 41% of the total among civilian calls. Patrols and traffic stops accounted for the majority (58%) of officer initiated calls.

Overall, there was an average of 1 calls per detail during the times the officers were present. A complete list of both civilian and officer initiated calls are in tables 1 and 2 below.

Scheduled Detail Times:

- Fridays
  - 7:00 PM – 1:00 AM
- Saturdays
  - 7:00 PM – 2:00 AM
- Sundays
  - 8:00 PM – 12:00 PM

Table 1 - Civilian Calls for Service

Nature of Call	Calls
DISTURBANCE	6
RECKLESS DRIVER	4
FIGHT	3
CONDUCT INVESTIGATION	2
DOMESTIC TROUBLE	2
LARCENY	2
SUSPICIOUS INCIDENT	2
TRAFFIC ACCIDENT	2
UNWELCOME PERSON	2
ANIMAL RELATED	1
ATTEMPT TO CONTACT	1
BURGLARY	1
DRUNK PEDESTRIAN	1
RECOVERED PROPERTY	1
SICK/INJURED PERSON	1
TRESPASSING COMPLAINT	1
TOTAL	32

Table 2 - Officer Initiated Calls

Nature of Call	Calls
CLOSE PATROL	27
FOOT PATROL OR PARK AND	21
VEHICLE OR TRAFFIC STOP	10
FLAGDOWN	9
SUSPICIOUS PERSON	6
CONDUCT INVESTIGATION	5
DISTURBANCE	4
RECOVERED PROPERTY	4
CITY ORDINANCE VIOLATIOI	2
LARCENY	2
UNWELCOME PERSON	2
ANIMAL RELATED	1
ASSAULT	1
OTHER	1
SICK/INJURED PERSON	1
STAND BY	1
SUSPICIOUS INCIDENT	1
SUSPICIOUS VEHICLE	1
TRAFFIC ACCIDENT	1
TOTAL	100

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Crime Analysis Unit

FPRA Monthly Detail Report

Calls for Service - 08/01/2024 to 09/30/2024

During the month of August and September 2024, there were a total of 35 FPRA details worked for the 25th Street area from Avenue O to Avenue M. There were 86 calls for service during the detail times. Disturbances accounted for more than half of the total calls in the area.

During this time 3 case reports were completed

- Baker Act
- Drug Possession
- Stand by

Map - Calls for service in 25th Street area

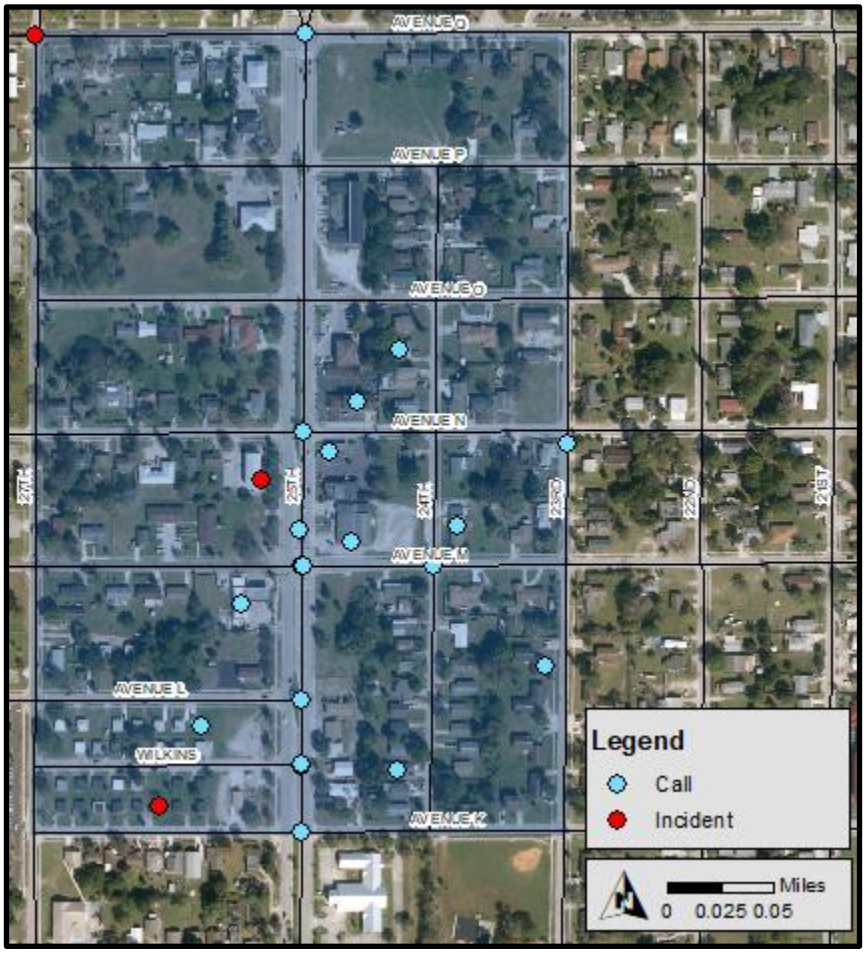


Table - Calls for service in 25th Street area

Call Type	Calls
DISTURBANCE	45
VEHICLE OR TRAFFIC STOP	15
CLOSE PATROL	10
CONDUCT INVESTIGATION	3
FOOT PATROL	2
ATTEMPT TO CONTACT	1
ASSIST OTHER AGENCY	1
DOMESTIC TROUBLE	1
FIGHT	1
FIREWORKS COMPLAINT	1
FLAGDOWN	1
SHOOTING ACTIVITY	1
SICK/INJURED PERSON	1
STAND BY	1
SUSPICIOUS VEHICLE	1
TRAFFIC ACCIDENT	1
Total	**86**

FORT PIERCE OFF DUTY DETAIL - DOWNTOWN

BILLING PERIOD	INVOICE DATE	INVOICE #	RATE	HOURS	ADM. RATE	ADM. EXPENSE	HOURLY COST	TOTAL COST
1/26/24-1/28/24	1/29/2024	6149	$47	60.00	3.00	$ 180.00	$ 2,820.00	$ 3,000.00
2/2/24-2/4/24	2/5/2024	6155	$47	60.00	3.00	$ 180.00	$ 2,820.00	$ 3,000.00
2/9/24-2/11/24	2/12/2024	6176	$47	59.00	3.00	$ 177.00	$ 2,773.00	$ 2,950.00
2/16/24-2/18/24	2/20/2024	6185	$47	60.00	3.00	$ 180.00	$ 2,820.00	$ 3,000.00
2/23/24-2/25/24	2/27/2024	6193	$47	60.00	3.00	$ 180.00	$ 2,820.00	$ 3,000.00
3/1/24-3/3/24	3/5/2024	6206	$49	46.00	5.00	$ 230.00	$ 2,254.00	$ 2,484.00
3/8/24-3/10/24	3/11/2024	6222	$49	56.50	5.00	$ 282.50	$ 2,768.50	$ 3,051.00
3/15/24-3/17/24	3/18/2024	6235	$49	52.00	5.00	$ 260.00	$ 2,548.00	$ 2,808.00
3/22/24-3/24/24	3/22/2024	6247	$49	58.00	5.00	$ 290.00	$ 2,842.00	$ 3,132.00
3/29/24 - 3/31/24	4/1/2024	6261	$49	52.00	5.00	$ 260.00	$ 2,548.00	$ 2,808.00
4/5/24-4/7/24	4/8/2024	6279	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
4/12/24-4/14/24	4/15/2024	6280	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
4/19/24-4/21/24	4/22/2024	6295	$49	54.50	5.00	$ 272.50	$ 2,670.50	$ 2,943.00
5/3/24-5/5/24	5/3/2024	6321	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
5/10/24-5/12/24	5/13/2024	6330	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
5/17/24-5/19/24	5/20/2024	6340	$49	52.50	5.00	$ 262.50	$ 2,572.50	$ 2,835.00
5/24/24-5/26/24	6/3/2024	6355	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
5/31/24-6/2/24	6/3/2024	6361	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
6/7/24-6/9/24	6/10/2024	6375	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
6/14/24-6/16/24	6/18/2024	6387	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
6/22/24 (Peace Walk	6/21/2024	6390	$49	3.00	5.00	$ 15.00	$ 147.00	$ 162.00
6/21/24-6/23/24	6/24/2024	6396	$49	56.50	5.00	$ 282.50	$ 2,768.50	$ 3,051.00
6/28/24-6/30/24	7/1/2024	6410	$49	58.00	5.00	$ 290.00	$ 2,842.00	$ 3,132.00
7/5/24-7/7/24	7/8/2024	6419	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
7/12/24-7/14/24	7/15/2024	6429	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
7/19/24-7/21/24	7/22/2024	6439	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
7/26/24-7/28/24	7/29/2024	6454	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
8/2/24-8/4/24	8/5/2024	6464	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
8/9/24-8/11/24	8/12/2024	6471	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
8/16/24-8/18/24	8/19/2024	6488	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
8/23/24-8/25/24	8/26/2024	6496	$49	54.00	5.00	$ 270.00	$ 2,646.00	$ 2,916.00
8/30/24-9/1/24	9/2/2024	6505	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
9/6/24-9/8/24	9/9/2024	6518	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
9/13/24-9/15/24	9/16/2024	6526	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
9/20/24-9/22/24	9/23/2024	6539	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
9/27/24-9/29/24	9/30/2024	6546	$49	60.00	5.00	$ 300.00	$ 2,940.00	$ 3,240.00
				2,042.00	**170.00**	**$ 9,612.00**	**$ 99,460.00**	**$ 109,072.00**
						AVERAGE MONTHLY COST		**$ 9,089.33**

FORT PIERCE OFF DUTY DETAIL - JETTY PARK

BILLING PERIOD	INVOICE DATE	INVOICE #	RATE	HOURS	ADM. RATE	ADM. EXPENSE	HOURLY COST	TOTAL COST
1/5/24-1/7/24	1/8/2024	6112	$47	36.00	3.00	$ 108.00	$ 1,692.00	$ 1,800.00
1/12/24-1/14/24	1/16/2024	6128	$47	36.00	3.00	$ 108.00	$ 1,692.00	$ 1,800.00
1/19/24-1/21/24	1/22/2024	6135	$47	36.00	3.00	$ 108.00	$ 1,692.00	$ 1,800.00
1/26/24-1/28/24	1/29/2024	6150	$47	24.00	3.00	$ 72.00	$ 1,128.00	$ 1,200.00
2/2/24-2/4/24	2/5/2024	6161	$47	29.50	3.00	$ 88.50	$ 1,386.50	$ 1,475.00
2/9/24-2/11/24	2/12/2024	6177	$47	36.00	3.00	$ 108.00	$ 1,692.00	$ 1,800.00
2/16/24-2/18/24	2/20/2024	6186	$47	18.00	3.00	$ 54.00	$ 846.00	$ 900.00
2/23/24-2/25/24	2/27/2024	6194	$47	36.00	3.00	$ 108.00	$ 1,692.00	$ 1,800.00
3/15/24-3/17/24	3/18/2024	6236	$49	24.00	5.00	$ 120.00	$ 1,176.00	$ 1,296.00
3/22/24-3/24/24	3/25/2024	6248	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
3/29/24-3/31/24	4/1/2024	6252	$49	30.00	5.00	$ 150.00	$ 1,470.00	$ 1,620.00
4/5/24-4/7/24	4/8/2024	6273	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
4/12/24-4/14/24	4/15/2024	6281	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
4/19/24-4/21/24	4/22/2024	6296	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
4/26/24-4/28/24	4/29/2024	6303	$49	33.00	5.00	$ 165.00	$ 1,617.00	$ 1,782.00
5/3/24-5/5/24	5/6/2024	6320	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
5/10/24-5/12/24	5/13/2024	6329	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
5/17/24-5/19/24	5/20/2024	6339	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
5/24/24-5/26/24	6/3/2024	6354	$49	30.00	5.00	$ 150.00	$ 1,470.00	$ 1,620.00
5/31/24-6/2/24	6/3/2024	6360	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
6/7/24-6/9/24	6/10/2024	6374	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
6/14/24-6/16/24	6/18/2024	6388	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
6/21/24-6/23/24	6/24/2024	6395	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
6/28/24-6/30/24	7/1/2024	6409	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
7/5/24-7/7/24	7/8/2024	6420	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
7/12/24-7/14/24	7/15/2024	6428	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
7/19/24-7/21/24	7/22/2024	6440	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
7/26/24-7/28/24	7/29/2024	6455	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
8/2/24-8/4/24	8/5/2024	6465	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
8/9/24-8/11/24	8/12/2024	6469	$49	35.50	5.00	$ 177.50	$ 1,739.50	$ 1,917.00
8/16/24-8/18/24	8/19/2024	6489	$49	34.50	5.00	$ 172.50	$ 1,690.50	$ 1,863.00
8/23/24-8/25/24	8/26/2024	6497	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
8/30/24-9/1/24	9/2/2024	6506	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
9/6/24-9/8/24	9/9/2024	6519	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
9/13/24-9/15/24	9/16/2024	6527	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
9/20/24-9/22/24	9/23/2024	6540	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
9/27/24-9/29/24	9/30/2024	6547	$49	36.00	5.00	$ 180.00	$ 1,764.00	$ 1,944.00
				1,266.50	**169.00**	**$ 5,829.50**	**$ 61,555.50**	**$ 67,385.00**
						AVERAGE MONTHLY COST		**$ 1,821.22**

FORT PIERCE OFF DUTY DETAIL - NORTH 25TH

BILLING PERIOD	INVOICE DATE	INVOICE #	RATE	HOURS	ADM. RATE	ADM. EXPENSE	HOURLY COST	TOTAL COST
7/2/24-7/28/24	45502	5456	49	12	5	60	588	648
7/31/24-8/4/24	45509	6466	49	17	5	85	833	918
8/7/24-8/11/24	45516	6470	49	17	5	85	833	918
8/14/24-8/18/24	45523	6490	49	17	5	85	833	918
8/21/24-8/25/24	45530	6498	49	14	5	70	686	756
8/28/24-9/1/24	45537	6507	49	17	5	85	833	918
9/4/24-9/8/24	45544	6520	49	13	5	65	637	702
9/11/24-9/15/24	45551	6528	49	13	5	65	637	702
9/18/24-9/22/24	45558	6541	49	17	5	85	833	918
9/25/24-9/29/24	45565	6548	49	14	5	70	686	756
				151	**50**	**$755.00**	**$7,399.00**	**$8,154.00**
						AVERAGE MONTHLY COST		**$815.40**

FPRA FY 25 Operating Budget

Highlights

- Approximately $1.3M increase in revenue
- 1 additional position budgeted: Redevelopment Specialist
- FY25 is focused on planning and design
- Continuing successful projects and introducing new initiatives

FORT PIERCE REDEVELOPMENT AGENCY

FY 2025

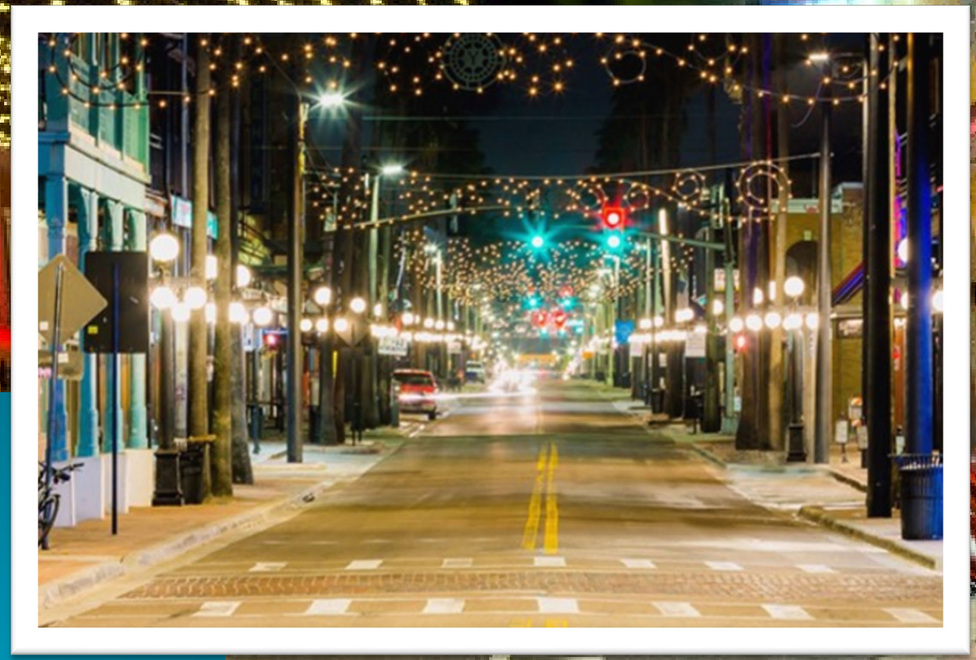
Proposed Project-Based Budget

FPRA Board Meeting • July 9, 2024

Public Art

Bringing accessible and captivating art to our community

- Expansion of Peacock Arts District Mural Program – $50,000
- Additional murals in FPRA (Sunrise Theatre) – $75,000
- Art in the Park – Free public art workshops –$25,000



Lighting

Commercial-grade decorative lighting to improve aesthetic appearance, create ambiance, and promote safety

$100,000

Enhance Tree Rings

Replace mulch at the base of trees with decorative, functional, permeable material that will last and enhance safety for pedestrians.

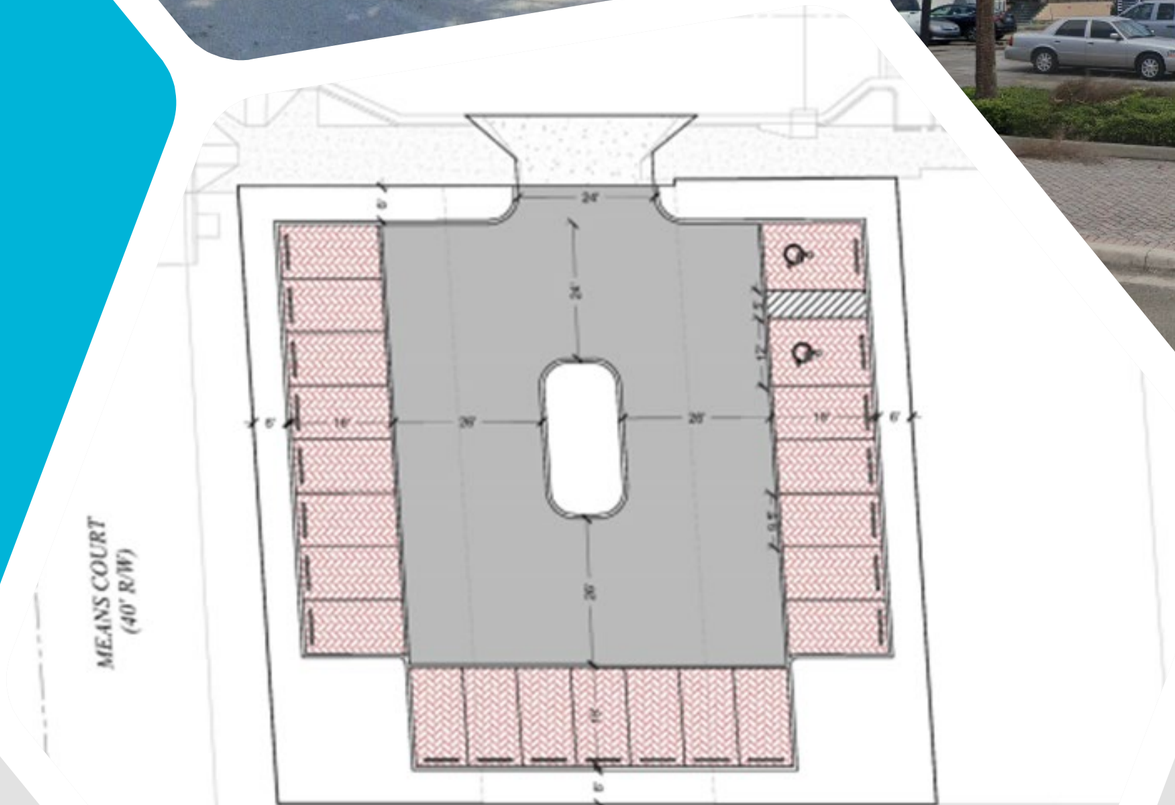
$30,000

Parking

- **Jetty Park West - $350,000**
  - Continuation of picnic areas, swings, improved parking, additional greenspace

- **Avenue D - $128,000 (FY25)**
  - Construction to commence in July 2024 of new public parking in Lincoln Park
  - Total project cost: $385k

- **JCPenney Parking Lot - $350,000**
  - Resurfacing and beautification of downtown parking lot.

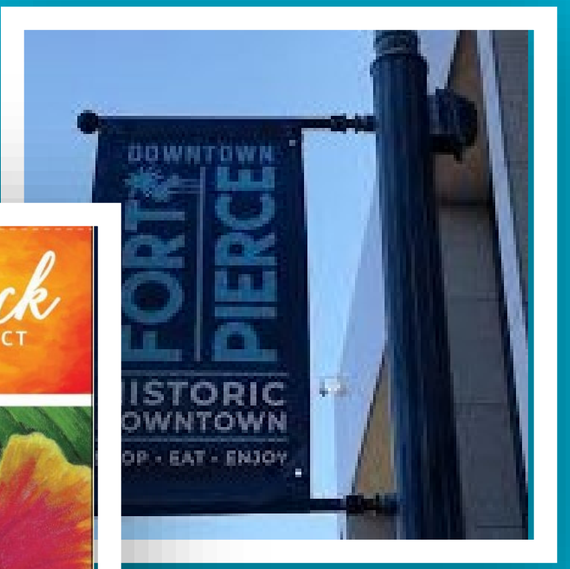


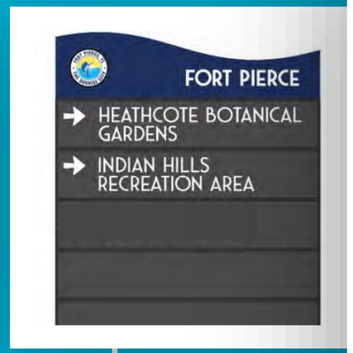
Branding

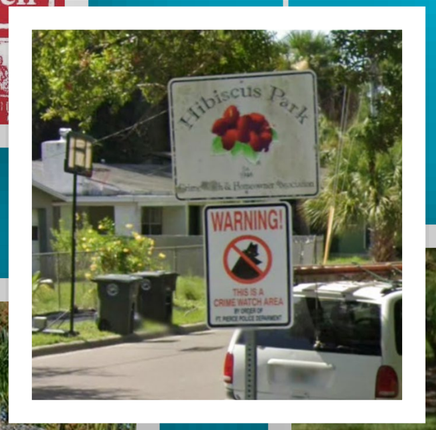
Neighborhood Identification

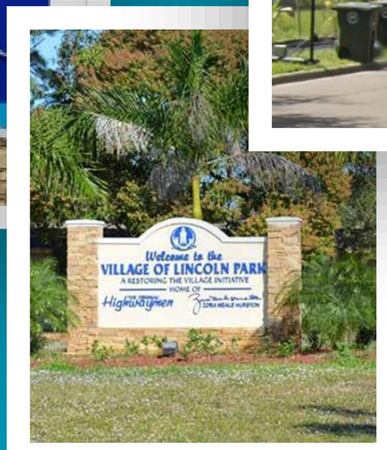
Planning and Design

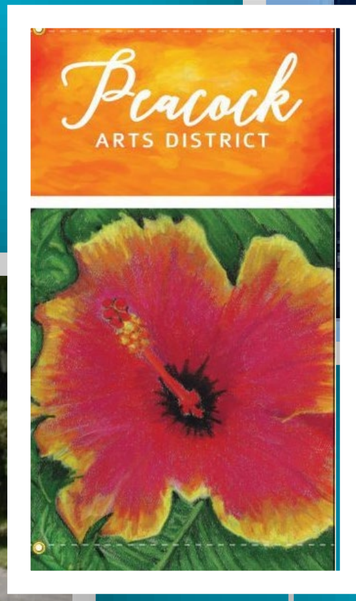
$250,000











Wayfinding

Fabrication and Installation

$300,000 (FY25)

Street Pole Banners

$50,000

Lincoln Park Regional Park

Design for Lincoln Park Regional Park to incorporate stormwater features with St. Lucie County's recent acquisition of over 13 acres. This project is anticipated to include a cohesive design and improvement of ball fields, community center and recreational amenities.

$250,000

Community Resource Centers

Percy Peek Gymnasium

Building Improvements /Site Maintenance

$100,000

Lincoln Park Community Center

Assessment and Architectural Design

$200,000

Community Policing

Overt Cameras
$100,000

School Resource Officers
$350,000

Special Assigned Detail
$250,000

Youth Programs
$100,000

Peace and Safety Initiative
$315,000

FPRA Grant Programs

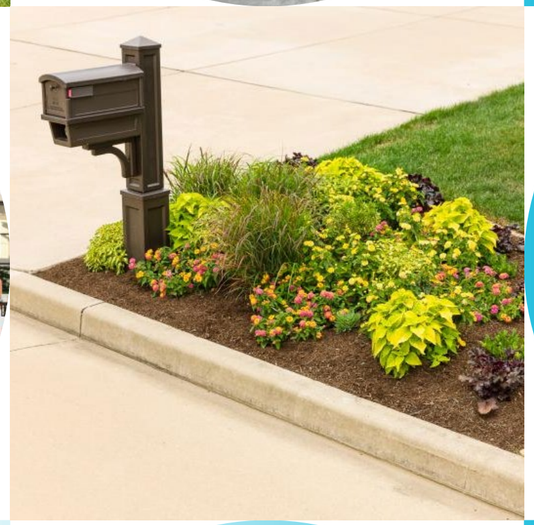
Commercial Façade Grants	*$300,000*
Paint Program	*$50,000*
Sign Program	*$50,000*
Residential Curb Appeal	*$100,000*
SAFE CAMS	*$100,000*
CPTED Improvements	*$200,000*

Curb Appeal Grant Program

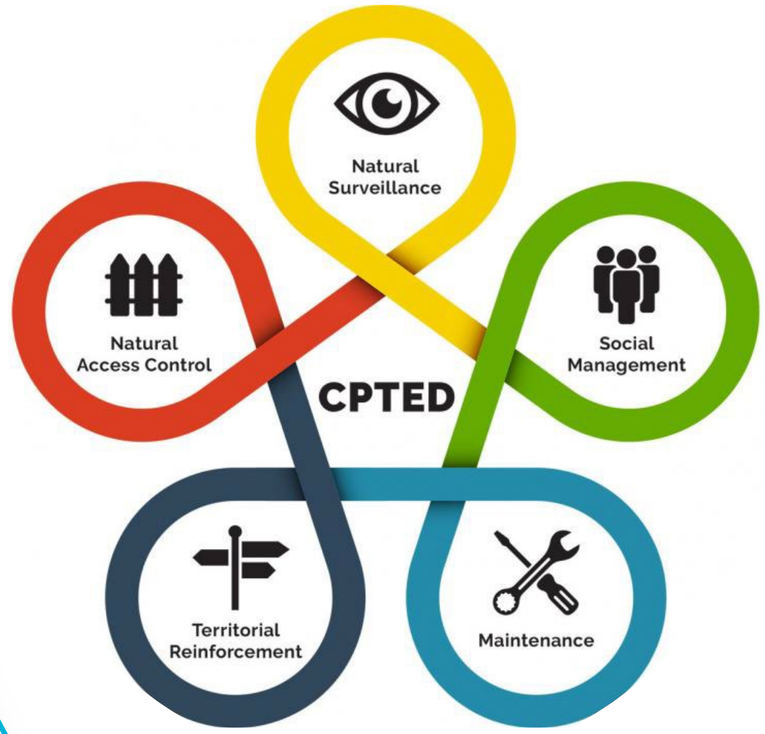
The Curb Appeal Residential Improvement Program is designed to assist in this goal by providing grants to the owners of single-family residential properties for minor exterior property improvements that can improve the aesthetics of a residential dwelling and increase property value. Grants up to $5,000.

- *Exterior painting*
- *Replacement of missing or rotten siding related to exterior painting*
- *Pressure cleaning in relation to exterior painting*
- *Landscaping and irrigation for street-visible areas*
- *Permanent driveway repairs/walkway*
- *Mailbox replacement*
- *Replacement of house numbers*
- *Roof repair or replacement*

$100,000



CPTED Assessment and Grant Program



Crime Prevention Through Environmental Design (CPTED) is a crime prevention philosophy based on the theory that property design and effective use of the built environment can lead to a reduction in the fear of crime and improve quality of life.

The CPTED Grant Program aims to provide CPTED assessments for residents and business owners within the FPRA improvement and subsequent improvements to their properties based on CPTED assessments.

Grants up to $10,000.

$200,000

SAFE CAMS Grant Program

Small Business Assistance for Enhanced Cameras and Monitoring (SAFE CAMS) grant program aims to support business owners within the FPRA in enhancing their security systems by providing reimbursable grants up to $5,000.

$100,000

Waterway Projects

Interlocal Agreement with St. Lucie County for development of projects within the FPRA area which will support and attract tourism, promote recreational, commercial fishing opportunities, enhance ecosystems, and protect/secure critical shorelines for our residents and visitors; including, but not limited to, beach and dune restoration, development of Harbour Point Regional Boat Ramp, and regional stormwater projects & improvements.

$500,000

Seven Gables House

Exterior improvements in form of reimbursable matching grant for renovation of visitor center. Lease is currently being negotiated to maintain this popular tourist attraction.

$500,000

Western Peninsula Charrette

Development of Master Plan in anticipation of relocation of Wastewater Treatment Plan. Project is currently underway. Charrette scheduled for Fall 2024.

$100,000 FY25

Old St. Anastasia School

Exterior Renovation

Exterior renovation to secure building envelope and improve façade. Currently underway.

$190,000 FY25

Master Plan

Master plan for property surrounding OSA garnering community and FPRA Board input of the development of approximately 3 acres.

$125,000

29th Street

Orange Avenue to Avenue Q

- Pedestrian Safety
- Traffic calming
- Streetscaping – Shade Trees

$250,000

Avenue O

US 1 to 13th Street

- Tree planting and beautification to enhance entrance into Lincoln Park

$100,000

Avenue D

Resurfacing 29th to US1, reconstruction US1 to IRD; Landscaping, lighting, decorative stamped asphalt crosswalks.

Estimated Project Cost: $3,000,000
FPRA FY 2025: $1,500,000

Citrus Avenue

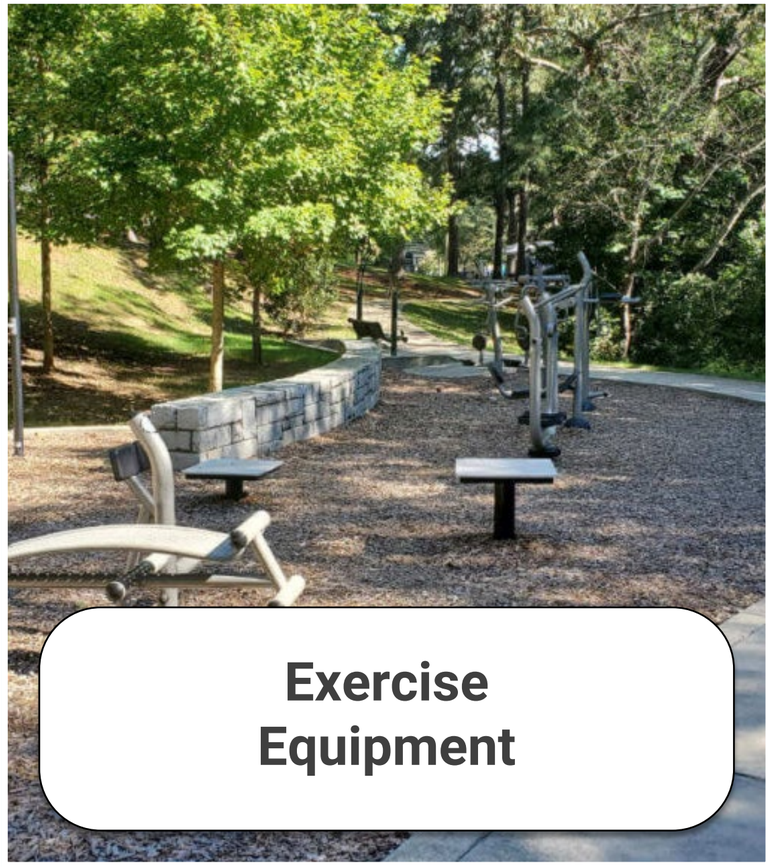
- FPRA to contribute additional features to enhance streetscape in the PAD.
- US 1 to 7th Street – currently awaiting 30% plans. Preliminary layout expected September 2024.

$100,000

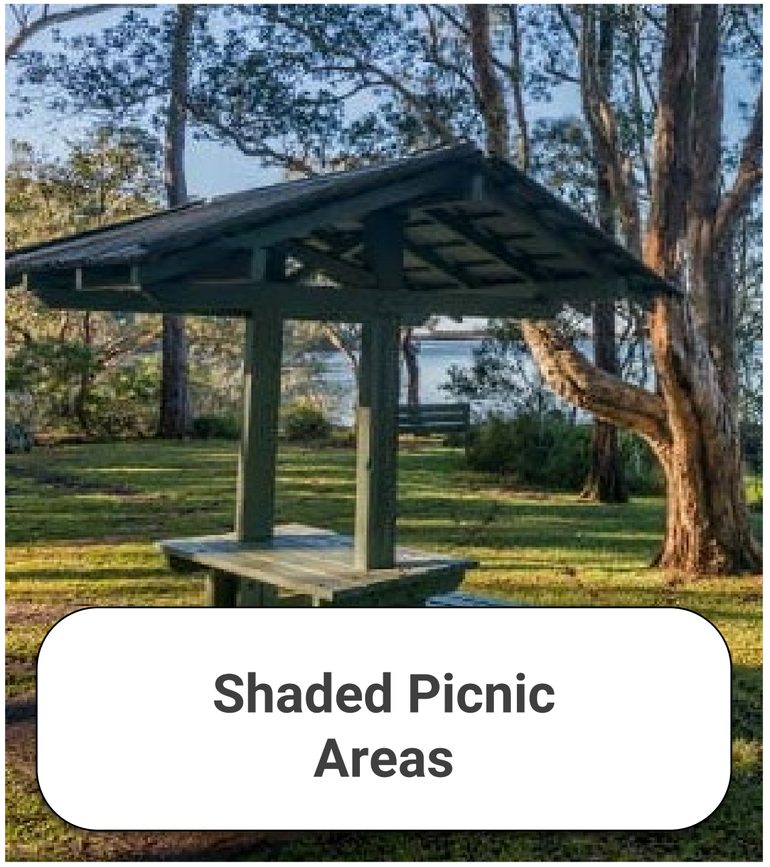
Moore’s Creek Linear Park

7th St to 15th St

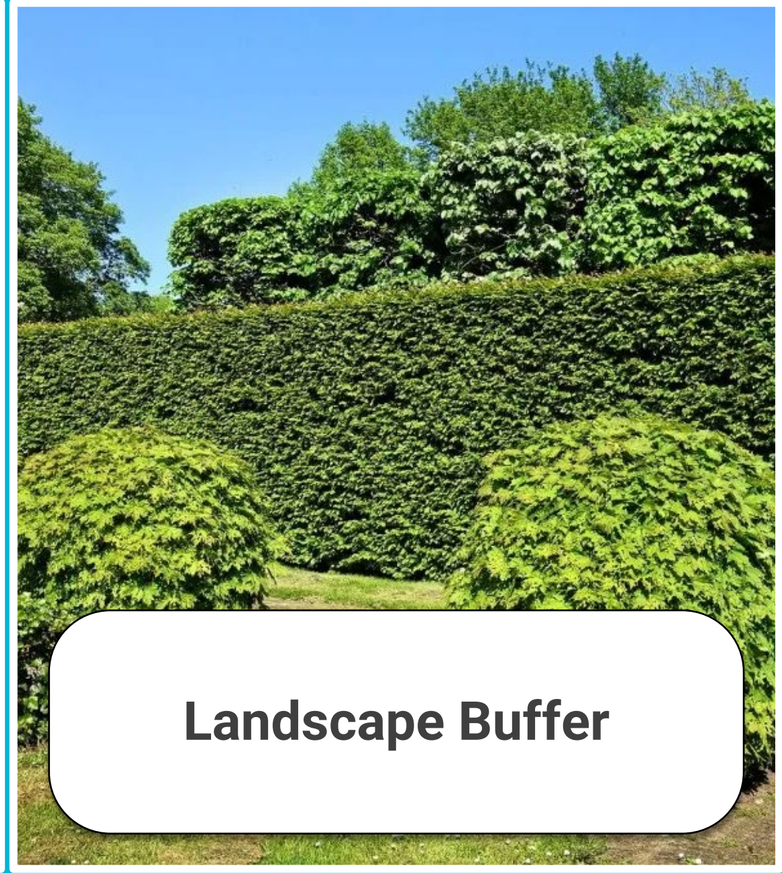
$250,000



Exercise Equipment



Shaded Picnic Areas



Landscape Buffer

Lincoln Park Master Plan

- Developing a master plan strategy for revitalizing Lincoln Park, focusing on vacant land and retail.
- Community Engagement and Input
- Market Analysis and Demographics
- Economic Development Incentives
- Vacant Land Development
- Public-Private Partnerships
- Infrastructure Improvements
- Sustainability and Resilience
- Community Benefits and Inclusivity
- Monitoring and Evaluation

US 1 to 33rd Street
Avenue B to Avenue Q

$250,000

Surplus Property Development

As part of one of FPRA's new approach to develop surplus property, a single-family home will be constructed at 321 N. 13th Street. A Request for Qualifications for contractor services currently being advertised.

$200,000

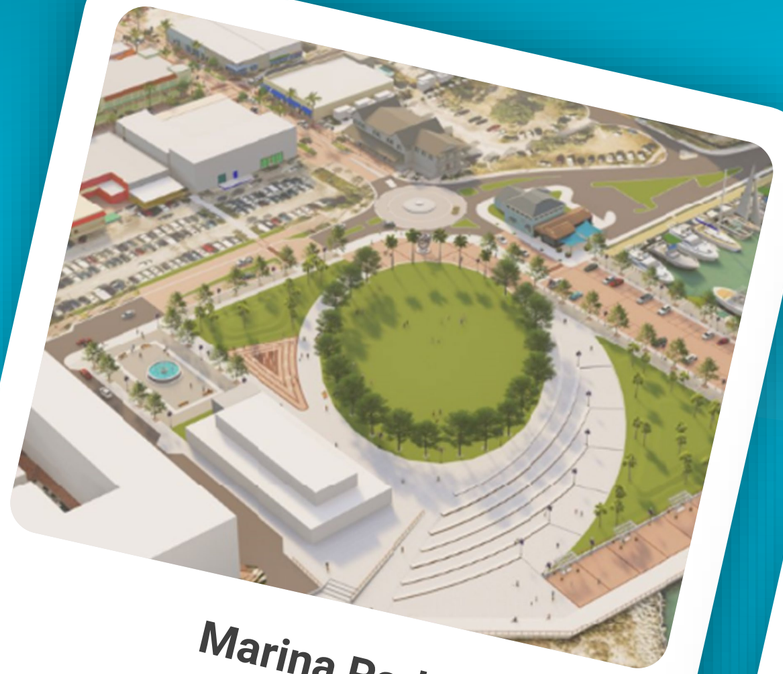
Annual Service Fee Breakdown:

FDOT Grant: $261,903

FPRA Contribution: $218,907

FREEBEE

Downtown Master Plan Projects



Marina Park

Design of waterfront marina park. Balance parking and waterfront event space.

$100,000

US1 / Avenue A

Design of improved intersection at US1 and Avenue A to enhance pedestrian connectivity between districts.

$250,000

Festival Street

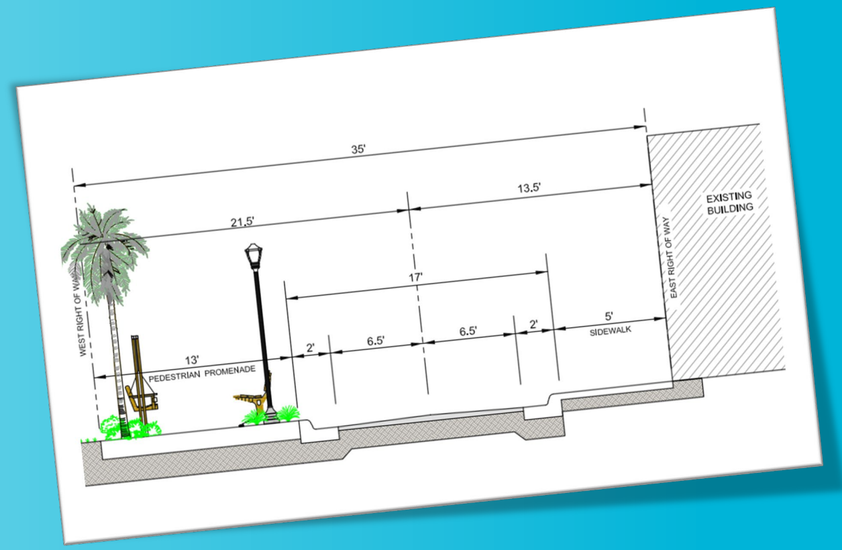
Design festival street on 2nd Street from Orange Avenue to Avenue A featuring seamless curb design and improved streetscape.

$250,000

Depot Drive

Design parking improvements along Depot Drive to include pedestrian pathway, shade trees, swings, etc. And incorporate Sun Trail.

$250,000



Highwaymen Museum

Landscaping and security improvements

$100,000

Sunrise Center

4th floor conceptual design for conference center/event space.

$200,000

Staff Recommendation: Accept FY25 Project-Based Budget

FPRA
FORT PIERCE
REDEVELOPMENT
AGENCY

From: Shyanne Harnage
To: Awilda Colon
Subject: Re: Requisition Request - FPRA Off Duty Detail: PO for FY2025
Date: Thursday, October 17, 2024 10:38:17 AM
Attachments: image002.png
image003.png
image001.png
Outlook-A picture .png

Thank you! Please proceed.

Shyanne Harnage, MBA, FRA-RA
Community Redevelopment Agency Administrator
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772.467.3034 • sharnage@cityoffortpierce.com

From: Awilda Colon <acolon@cityoffortpierce.com>
Sent: Thursday, October 17, 2024 10:33 AM
To: Shyanne Harnage <sharnage@cityoffortpierce.com>
Subject: Requisition Request - FPRA Off Duty Detail: PO for FY2025

Good morning, Shyanne,

As requested, here's the estimated FY2025 expenditures for the FPPD off-duty details.

I haven't added any extra funds to the Requisition request since we discussed increasing the Purchase Order amount if necessary. If you'd like to adjust the total request amount, please let me know.

Additionally, I'll create this requisition with three line items to consolidate all expenditures under the same PO number, rather than having three separate POs like we did this year.

Detail	***FY2025 Estimated Cost***	***Requisition Amount***
Downtown	$168,480.00	$168,480.00
Jetty Park	$101,088.00	$101,088.00
North 25th	$47,736.00	$47,736.00

TOTAL REQUISITION	**$317,304.00**

Willie Colon
Redevelopment Assistant
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772.467.3018 • acolon@cityoffortpierce.com

From: Mauricio Toro <MToro@fppd.org>
Sent: Monday, October 14, 2024 11:27 AM
To: Awilda Colon <acolon@cityoffortpierce.com>; jfasanello@fppd.org
Cc: Shyanne Harnage <sharnage@cityoffortpierce.com>; Mauricio Toro <MToro@fppd.org>; Jeffrey Wachendorfer <jwachendorfer@fppd.org>; jfasanello@fppd.org
Subject: FPRA Off Duty Detail: PO for FY2025

Good Morning Willie, here is information you requested. If you need anything further or any clarification, please let me know Have a wonderful day.

Downtown Fort Pierce Off Duty Police Detail
60 Hours Weekly
3,120 Hours for 2025 Fiscal Year
Officer Rate $49.00 per Hour
Administrative Fee $ 5.00 per Hour
Expected Annual Expenditure $ 168,480

Jetty Park Off Duty Police Detail
36 Hours Weekly
1,872 Hours for 2025 Fiscal Year
Officer Rate $49.00 per Hour
Administrative Fee $ 5.00 per Hour
Expected Annual Expenditure $ 101,088

North 25th Street Off Duty Police Detail
17 Hours Weekly
884 Hours for 2025 Fiscal Year

Officer Rate $49.00 per Hour
Administrative Fee $ 5.00 per Hour
Expected Annual Expenditure $ 47,736

Mauricio Toro | Senior Accounting Analyst | City of Fort Pierce
Police Department
Phone: 772.467.6858• Fax: 772.461.2005 • 920 South U.S. Highway 1 • Fort Pierce

Website | Facebook | Twitter

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From: Awilda Colon <acolon@cityoffortpierce.com>
Sent: Monday, October 14, 2024 10:42 AM
To: Mauricio Toro <MToro@fppd.org>; John Fasanello <jfasanello@fppd.org>
Cc: Shyanne Harnage <sharnage@cityoffortpierce.com>
Subject: PO for FY2025

SECURITY CAUTION - this message is from outside FPPD. Please do not open links or attachments you are not expecting.

Good morning,

For FY2025, I need to submit a new requisition to cover the expenses for the Downtown, Jetty Park, and North 25th details. Please provide a breakdown of the expected expenditures for each detail, including the hourly rate, total hours, and any administrative or miscellaneous fees. Please provide the detail breakdown by Friday, October 18th to allow enough time for new requisition to be processed.

If you have any questions, feel free to reach out.

Thank you!

Willie Colon
Redevelopment Assistant
City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
772.467.3018 • acolon@cityoffortpierce.com

This email has been scanned for spam & viruses. If you believe this email should have been stopped by our filters, click here to report it.

FPRA Regular Meeting - 5:05 p.m. **7. i.**

Meeting Date: December 10, 2024

Re: Approval of First Amendment to Agreement to Lease and Improve Means Court

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Approval of First Amendment to Agreement with Incubate Neighborhood Center (INC) to Lease and Improve Means Court.

SUMMARY:

On October 12th, 2021, an Agreement to Lease and Improve Means Court was executed between the Fort Pierce Redevelopment Agency (FPRA) and Incubate Neighborhood Center (INC). Pursuant to the Agreement, Incubate Neighborhood Center was required to make numerous improvements to the Demised Premises. While INC has made significant progress in the required improvements, issues and complications with the Demised Premises have arised and additional clarification and/or shifting of responsibilities is needed between the parties.

RECOMMENDATION:

Approve of First Amendment to Agreement to Lease and Improve Means Court

ALTERNATIVES:

Amend or deny amendment

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Acting City Manager/FPRA Director
City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

OTHER INFORMATION:

N/A

Attachments

First Amendment
Presentation
Executed Lease Agreement

FIRST AMENDMENT TO
AGREEMENT TO LEASE AND IMPROVE MEANS COURT

THIS FIRST AMENDMENT is made this ___ day of _____, 2024 ("Effective Date"), between the FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, (hereafter "Landlord") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950 and INCUBATE NEIGHBORHOOD CENTER a Florida not for profit corporation, (hereafter "Tenant"), whose business address is 1601 North 27th Street, Fort Pierce, Florida 34947.

WITNESSETH:

WHEREAS, on October 12, 2021, an Agreement to Lease and Improve Means Court ("Agreement"), filed in the St. Lucie County Public Records at Book 4703, Page 2949, was entered into between the Landlord and Tenant following the award of RFP No. 2021-027; and

WHEREAS, pursuant to the Agreement, Tenant is required to make numerous improvements to the Demised Premises; and

WHEREAS, Tenant has made significant progress in the required improvements to the Demised Premises; and

WHEREAS, issues and complications with the Demised Premises have arisen that require additional clarification and/or shifting of responsibilities between the Parties.

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

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **ARTICLE VIII, UTILITIES, SECTION 8.1 – UTILITIES.** Notwithstanding anything to the contrary in the Agreement, Tenant shall place all utilities for the Demised Premises, to include all water, sewer, electricity, gas, telephone, communication, stormwater, solid waste collection, and other utility charges and fees related to the Demised Premises in its own name and pay the applicable utility directly. Tenant shall provide any documents necessary to facilitate such transfer to the Landlord. Landlord shall fully cooperate and execute any documents necessary to facilitate such transfer. For any portion of the Demised Premises occupied by any cotenant or sublessee, the Landlord shall reimburse Tenant in an amount equal to the percentage of Building 1 of the Demised Premises subleased or occupied by another tenant, currently 7.39%, of the utility bills for water, sewer, electricity, gas, stormwater, solid waste collection, and other utility charges and fees. Tenant shall be responsible for supplying all bills and proof of full payment to Landlord for reimbursement within thirty (30) days of full payment. If Tenant fails to submit a bill within thirty (30) days of full payment, Tenant shall be deemed to have waived reimbursement for that utility bill. Landlord shall reimburse all properly submitted bills and proof of full payment within thirty (30) days of receipt. Any cotenant or sublessee shall be responsible for their own telephone and communications systems, including internet, installation, costs, and charges and fees associated with such.
3. **EXHIBIT B – SCOPE OF WORK.** Notwithstanding anything to the contrary in the Agreement, Landlord shall make the following improvements to the Demised Premises, subject to funding and contract approval of the FRPA Board and approval of any necessary permits. Once installed or repaired, the responsibility of

maintenance and repair for each of the below shall be consistent with the responsibilities as outlined in the Agreement, to specifically include Article IX – Maintenance and Repair, and elsewhere in the Agreement.

a. Install HVAC system in Building 1.
b. Repair current roof leaks to Building 1.
c. Repair any exterior walls or windows creating water entry or leaks into Building 1.
d. Repair hole in the exterior wall of the Northeast side of Building 1, Floor 2.
e. Finish security wiring installation to neatly organize wiring in Building 1.

[SIGNATURE PAGE TO FOLLOW]

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

LANDLORD:

FORT PIERCE REDEVELOPMENT AGENCY

By: _____
Linda Hudson, Chairperson

Date: _____

ATTEST:

By: _____
City Clerk

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

TENANT:

INCUBATE NEIGHBORHOOD CENTER

By: Canieria Gardner
Canieria Gardner, CEO

Date: 12/10/24

WITNESS 1:

By: Felecia Atkins

Name: Felecia Atkins

Address: 5447 NW Moorthren Trl Apt 201 PSL

Date: 12/10/24

WITNESS 2:

By: Monica Gonzales

Name: Monica Gonzales

Address: 915 S. 15th Street Ft. Pierce FL

Date: 12-10-24

Incubate Neighborhood Center

LEASE AMENDMENT

Amendment Overview

On October 12, 2021, Incubate Neighborhood Center (INC) entered into an agreement with the FPRA to lease and improve Means Court Center. Since then, INC has made substantial progress in improving the facility and is nearing its reopening. This amendment serves to clarify responsibilities of both parties regarding the final stages of improvements.

Amendment Key Points

Utilities (INC)

Tenant will place all utilities in their own name and pay the utility directly.

Installation of HVAC System (FPRA)

Installation of 13 Mini Splits throughout the building.

Repair Leaks in the Building (FPRA)

- Repair current roof leaks
- Repair any exterior walls or windows creating entry or leaks into the building.

Complete Security Wiring Installation (FPRA)

Landlord will finish the security wiring installation to ensure a neat and secure setup in the building. Proper organization and functionality of security systems to enhance safety.

Recommendation

Approval of First Amendment to the Agreement to Lease and Improve Means Court

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4938648 10/15/2021 03:44:09 PM
OR BOOK 4703 PAGE 2949 - 2980 Doc Type: AGR
RECORDING: $273.50

AGREEMENT
TO LEASE AND IMPROVE MEANS COURT

THIS LEASE AGREEMENT ("Lease") is made this 12th day of Oct, 2021 ("Effective Date"), between the FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, (hereafter "Landlord") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and INCUBATE NEIGHBORHOOD CENTER a Florida not for profit corporation, (hereafter "Tenant"), whose business address is 1601 North 27th Street, Fort Pierce, Florida 34947.

ARTICLE I

PREMISES

1.1 Premises. Subject to the terms and provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the real property described in Exhibit A attached hereto (the "Land") and located at 532 North 13th Street consisting of approximately 2.57 acres and including, without limitation, the buildings located on the Land (the "Buildings") and all other structures and other improvements located on the Land (with the Buildings, collectively, the Improvements"). The Land and the Improvements are, collectively, the "Demised Premises". Tenant accepts the Demised Premises in their "AS IS, WHERE IS" condition.

ARTICLE II

TERM

2.1 Lease Term. The initial term of this Lease and any renewal terms are as set forth in this Article II.

2.2 Initial Term. The initial term of this Lease (the "Initial Term") shall be for a period of twenty (20) years, commencing on the Effective Date.

2.3 Renewal Term. This Lease may be renewed upon the mutual agreement of Landlord and Tenant for one (l) additional term of ten (10) years in accordance with the following provisions. Tenant shall furnish Landlord with a written request to renew the Lease no later than eighteen (18) months prior to the expiration of the Initial Term. Within sixty (60) days of Landlord's receipt of Tenant's written request therefor, Landlord shall provide written notice to Tenant of Landlord's acceptance or denial of Tenant's request to renew the Lease.

2.4 Termination.

(a) Termination for Failure to Improve the Demised Premises. If Tenant has not made substantial progress toward improving the Demised Premises in accordance with the Scope of Work set forth in the attached Exhibit B, as determined by Landlord in its sole and absolute discretion, within one (1) year of the Effective Date of this Lease, then then Landlord may terminate this Lease by providing written notice to Tenant.

(b) Termination for cause. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, EITHER PARTY MAY TERMINATE THIS LEASE, WITH CAUSE, UPON NINETY (90) DAYS' WRITTEN NOTICE TO THE OTHER PARTY.

ARTICLE III

IMPROVEMENTS

3.1 Tenant Work. Tenant shall, at its sole cost and expense improve the Demised Premises in accordance with Exhibit B, Scope of Work. Said improvements shall be referred to hereafter as "Tenant Work." Tenant shall use all commercially diligent efforts, as quickly as reasonably practicable, to obtain all permits and approvals necessary for the Tenant Work and to achieve Substantial Completion (as defined below) of the Tenant Work.

3.2 Plans and Approvals. Tenant shall provide plans and specifications for the Tenant Work to Landlord for Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Such plans and specifications shall include, without limitation, any site plans, floor plans, and elevations (including, without limitation, exterior shades, awnings, window coverings, lights, and canopies) prepared for the Tenant Work. The plans and specifications approved by Landlord and Tenant, and any construction or permit drawings prepared by Tenant's architect based on such approved plans and specifications, are, collectively, the "Final Plans."

3.3 Requirements for Contractors. All Tenant Work shall be completed in compliance with applicable Legal Requirements, and in a good and workmanlike manner, by licensed contractors with appropriate building permits. Tenant agrees to require that the general contractor performing the Tenant Work shall maintain Builder's Risk insurance on the building on an all-risk basis and in an amount equal to the contract amount of the Tenant Work, naming the Landlord as a loss payee and additional insured.

3.4 Substantial Completion. The term "Substantial Completion" means substantial completion of the Tenant Work in accordance with the Final Plans, as evidenced by Tenant's receipt of all approvals necessary for Tenant to occupy and operate the building, including, without limitation, a certificate of occupancy for the building (if applicable). The date on which Substantial Completion occurs is the "Substantial Completion Date." On each anniversary of the Effective Date until the Substantial Completion Date, Tenant and Landlord shall meet in person to discuss the measures that Tenant is taking to achieve Substantial Completion. Tenant shall, at Tenant's sole cost and expense, bring all material documents to such meetings with Landlord (or provide such documents to Landlord in advance at Landlord's request) for Landlord to be able

to audit Tenant's progress with respect to Substantial Completion. The Substantial Completion Date shall occur within two (2) years of the Effective Date.

3.5 Total Project Costs. The term "Total Project Costs" means the sum of all costs and expenses paid or incurred by Tenant for the design, engineering, permitting, construction, and installation of the Tenant Work.

3.6 Confirmation of Dates and Amounts. Within thirty (30) days after the Substantial Completion Date, Landlord and Tenant shall execute a written instrument prepared by Tenant and memorializing (a) the Substantial Completion Date, and (b) the Total Project Costs.

ARTICLE IV

RENT

4.1 Base Rent. Commencing on the Effective Date, Tenant shall pay to Landlord annual base rent in the amount of twelve dollars ($12.00) (the "Base Rent"). The Base Rent shall be paid annually on each anniversary of the Effective Date. The Base Rent and any other amounts owed by Tenant to Landlord under this Lease are, collectively, the "Rent". Tenant shall make all Rent payments to Landlord at above address. The Base Rent shall not be prorated for any partial month.

4.2 Late Charge. Tenant shall pay a late charge of fifty dollars ($50.00) if any installment of Rent or any other amount due from Tenant to Landlord is received by Landlord more than five business days after the applicable due date. This charge is for extra expenses incurred by Landlord and shall not be considered interest or penalty.

ARTICLE V

ALTERATIONS AND TENANT EQUIPMENT

5.1 Alterations. Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of

unattached, movable trade fixture, excluding retail containers which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures and structures) which may be made or installed upon the Demised Premises shall become the property of Landlord upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to the original condition at Tenant's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant.

5.2 Ownership of Improvements. During the Term, Tenant shall be considered for income tax purposes to be the owner of the building and any other Alterations and Improvements made by or on behalf of Tenant following the Effective Date, and Tenant alone shall be entitled to take tax deductions on its federal and state income tax returns for the depreciation and other expenses related to such building and land enhancements. Upon expiration or earlier termination of this Lease, the ownership of such improvements made by or on behalf of Tenant shall belong to Landlord, except as expressly provided otherwise in this Lease, excluding removable structures.

5.3 Tenant's Equipment. Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in Landlord upon the termination of this Lease or any renewal or extension thereof, and Tenant acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises, excluding removable structures and kitchen incubator appliances.

5.4 Liens. Tenant shall not cause or permit to be recorded, filed, claimed, or asserted against the Demised Premises any mechanic's lien for supplies, machinery, tools, equipment, labor, or material contracted for by, though, or under Tenant and furnished or used in connection with any construction, development, alteration, improvement, addition to, repair to, or maintenance of any Improvements, and if Tenant causes or permits any such lien to be so recorded, filed, claimed, or asserted, then Tenant shall cause the same to be released or discharged within 30 days thereafter. If Tenant party breaches the foregoing covenant, then Landlord may cause any such claimed lien to be released of record by bonding or payment or any other means available. Tenant shall pay to Landlord on demand all sums paid and costs, including reasonable attorneys' fees, incurred by Landlord in connection therewith.

NOTHING IN THIS LEASE SHALL BE DEEMED TO BE, OR CONSTRUED AS CONSTITUTING, THE CONSENT OR REQUEST OF LANDLORD, EXPRESSED OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY PERSON, FIRM, OR CORPORATION FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS FOR ANY CONSTRUCTION, REBUILDING, ALTERATION, OR REPAIR OF OR TO THE DEMISED PREMISES OR ANY PART THEREOF, NOR AS GIVING TENANT ANY RIGHT, POWER, OR AUTHORITY TO CONTRACT FOR OR PERMIT THE RENDERING OF ANY SERVICES OR THE FURNISHING OF ANY MATERIALS THAT MIGHT IN ANY WAY GIVE RISE TO THE RIGHT TO FILE ANY LIEN AGAINST THE BUILDING OR LANDLORD'S INTEREST IN THE DEMISED PREMISES. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK AT THE DEMISED PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LANDLORD

IN THE DEMISED PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATER]ALS, SUPPLIES, MACHINERY, FIXTURES, OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE DEMISED PREMISES, THE BUILDING, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE DEMISED PREMISES ANY NOTICES WHICH LANDLORD SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LANDLORD AND THE DEMISED PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE 713.10.

ARTICLE VI

OPERATIONAL COMPLIANCE

6.1 The operational use of the Demised Premises as follows:

(a) Tenant Use, commencing on the Effective Date and continuing until the Substantial Completion Date, Tenant shall have leasehold rights to perform the Tenant Work in accordance with the scope of work in Exhibit B. Tenant shall use the Demised Premises for the following proposed purposes which may change location during the architectural planning process. Tenant shall manage community partners relationship to ensure the function of the multi-purpose service hub is fulfilled.

(b) Prohibition Against Smoking. The term "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device or product

containing any tobacco, leaf, weed, plant or other smokable product, Tenant shall prohibit its invitees, licensees, officers, directors and employees from Smoking anywhere on the Demised Premises.

(c) Prohibition Against Animals Except Service Animals. Tenant shall prohibit its invitees, licensees, officers, directors and employees from allowing or keeping animals or pets of any kind on the Demised Premises; provided, however, that "service animals" as defined by Florida law and federal law shall be allowed on the Demised Premises. Nothing herein shall require or cause Tenant to violate applicable Florida law or federal law.

6.2 Hours of Operation. The use of the Demised Premises by Tenant, Tenant's employees, community partners and contractors shall be limited to the hours between 7:00 a.m. and 1:00 a.m., seven (7) days per week. However, Tenant have access to premises 24 hours per day. All music and other activities must comply with the City of Fort Pierce's noise ordinance.

6.3 Tenant's Conduct. Tenant shall operate its business with high standards. Tenant shall keep the Demised Premises neat, clean, sanitary, and reasonably free from dirt, rubbish, insects, and pests always. Tenant shall not (a) use or maintain the Demised Premises in such a manner as to constitute an actionable nuisance to Landlord or any third party, or (b) commit or permit waste of the Demised Premises,

6.4 Hazardous Materials. Tenant shall not cause in, on, or under the Demised Premises, or suffer or permit to occur in, on, or under, the Demised Premises any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence, or handling of Hazardous Materials. Should a release of any Hazardous Material occur at the Demised Premises as a result of the acts of omissions of Tenant, or its employees, agents, suppliers, shippers, customers, contractors, or invitees, Tenant shall immediately contain,

remove from the Demised Premises, and/or properly dispose of such Hazardous Materials and any material contaminated by such release, and remedy and mitigate all threats to human health or the environment relating to such release, all in accordance with Environmental Laws.

6.5 Compliance with Laws. Tenant shall, at its expense, (a) obtain any and all occupational licenses (business tax receipt) beverage licenses, and other permits and approvals required for the operation of Tenant's business at the Demised Premises, (b) comply with all laws, codes, regulations, orders, and ordinances, including, without limitation, the City of Fort Pierce Code of Ordinances, the regulations and orders of the Florida Department of Business and Professional Regulation, and Environmental Laws, applicable to Tenant's use and occupancy of the Demised Premises.

ARTICLE VII

SIGNS

7.1 Signs. Tenant shall, at its expense, have the right to install signs related to Tenant's business in or on the Demised Premises, or in areas coordinated with and approved by the Landlord or designee. Any signs installed by Tenant shall comply with all Legal Requirements. Tenant shall, at its expense, maintain its signs in good condition and repair. Upon the expiration or earlier termination of the Lease, Tenant shall remove any signs installed by Tenant in or on the Demised Premises.

ARTICLE VIII

UTILITIES

8.1 Utilities. Tenant shall contract in its own name, and pay directly to the applicable public utility, for all water, sewer, electricity, gas, telephone, communication, stormwater, solid waste collection, and other utility charges and fees related to the Demised Premises. If the Demised

Premises is occupied by any cotenant or sublessee (including but not limited to Main Street Fort Pierce) said cotenant or sublessee shall be responsible for payment of utilities in an amount prorated for the portion of the Demised Premises that it occupies.

ARTICLE IX

MAINTENANCE AND REPAIR

9.1 Maintenance and Repair. During the Term, Tenant shall, at its expense, maintain the entire Demised Premises in good order, condition, and repair (including necessary replacements), subject to reasonable wear and tear except as otherwise set forth herein. Without limiting the foregoing, Tenant shall keep all restroom facilities clean and sanitary. Tenant shall be responsible for all janitorial services, maintenance of irrigation and landscaping, and maintenance of the interior of the building. For the avoidance of doubt, Tenant shall be responsible for repairs to, and replacement of items associated with customary use of the Demised Premises, including, but not limited to, replacing light bulbs, unclogging toilets, replacing air conditioning filters, replacing broken switches, etc.

Notwithstanding the foregoing, after the Substantial Completion Date, Landlord shall be responsible for maintenance and repairs to the following portions of the Building: roof, exterior walls, exterior windows, and exterior doors as well as mechanical, electrical, and plumbing systems located within walls, above ceiling surfaces and below floor surfaces; provided, however, that Landlord shall not be responsible for maintenance and repairs to any of the foregoing portions of the Building in the event of a construction defect caused by Tenant or its contractors.

9.2 On-Going Capital Improvements or Repairs.

(a) Tenant shall maintain the Demised Premises in excellent operating condition according to acceptable industry standards and applicable codes. Landlord has the right to inspect

the Demised Premises at any time upon reasonable prior notice to Tenant, and Landlord will provide written notice to Tenant of any improvements or repairs that Landlord believes are necessary to comply with the standards. If Tenant contests the necessity of an improvement or repair requested by Landlord, and at any other time at the request of either party (but not more frequently than once in any 12-month period), Landlord and Tenant shall meet in good faith to discuss the need for any improvements or repairs necessary to comply with the aforementioned standards and to resolve any disputes relating thereto.

If Tenant has not commenced any improvement or repair described in Section 9.2(a) within ten (10) days after written notice from Landlord (or, if later, the date on which the need for such improvement or repair has been conclusively determined pursuant to this Section 9.2), Landlord has the right to self-perform the improvement or repair. If it becomes necessary for Landlord to self-perform any such improvement or repair, Landlord will prepare a cost estimate of the work to be performed, and Tenant shall reimburse Landlord for the costs of such improvement or repair within ten (10) days of Landlord's written demand therefor.

ARTICLE X

TAXES AND FEES

10.1 Payment of Taxes and other Fees. To the extent that real property taxes are applicable to Tenant's interest in the Demised Premises, Tenant shall be liable for the payment of such taxes. Tenant shall, always, obtain and maintain any and all tax exemptions which Tenant may deem necessary or desirable to reduce Tenant's tax liability or exempt Tenant from the payment of such real property taxes. If any real property taxes are assessed on Tenant's interest in the Demised Premises, then Tenant shall remit payment to Landlord within fifteen (15) days of Landlord's written request therefor.

ARTICLE XI

INSURANCE

11.1 TENANT shall, at its own expense, procure and maintain throughout the term of this Lease Agreement, with insurers acceptable to LANDLORD, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not occupy the Leased Premises or commence work until the required insurance is in force and evidence of insurance acceptable to LANDLORD has been provided to, and approved by, LANDLORD. In addition, TENANT shall require all contractors performing work for TENANT upon the Leased Premises to provide insurance conforming to the minimum requirements set forth herein.

Property Insurance. LANDLORD shall obtain and maintain all risk commercial property insurance on the exterior structure of the leased premises. TENANT shall insure the contents of such buildings or structures. TENANT agrees to be responsible for loss or damage to any structure or building on the premises to the extent such loss or damage is subject to a deductible provision in the LANDLORD's provided insurance.

Workers' Compensation/Employers' Liability. TENANT shall purchase and maintain Workers' Compensation insurance on a form no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to waive the insurer's right to subrogate against LANDLORD and the City of Ft. Pierce, and their respective officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with LANDLORD, the City of Ft. Pierce, and their respective officials, officers and employees scheduled thereon. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$500,000	Each Accident
	$500,000	Disease – Policy Limit
	$500,000	Disease – Each Employee

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

In addition, LANDLORD, the City of Ft. Pierce, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form CG 20 11, Additional Insured-Managers or Lessors of Premises. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$1,000,000 – General Aggregate

$1,000,000 – Products/Completed Operations Aggregate

$1,000,000 – Each Occurrence

General Conditions. TENANT shall further furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect within thirty (30) days of the execution of this Lease, which certificate shall provide a minimum of thirty (30) days' notice to LANDLORD prior to the cancellation or termination of any insurance policy. TENANT

shall provide LANDLORD with renewal or replacement evidence of the insurance no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. Additionally, LANDLORD from time to time may require evidence of such insurance and TENANT shall agree to promptly supply the same.

The insurance provided by TENANT shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by LANDLORD, the City of Ft. Pierce or their respective officials, officers and employees. Any insurance, or self-insurance, maintained by LANDLORD, the City of Ft. Pierce or their respective officials, officers and employees shall be in excess of, and shall not contribute with, the insurance provided by TENANT.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by TENANT pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of LANDLORD), TENANT shall be responsible for paying on behalf of LANDLORD, the City of Ft. Pierce and their respective officials, officers and employees any such deductible or self-insured retention. LANDLORD, from time to time, may require evidence of all such insurance coverages and policies as provided above and TENANT shall agree to supply these policies or proof of insurance. LANDLORD shall further have the right to require TENANT to make reasonable increases to the minimum required limits of insurance specified herein during the term of this lease.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**

The Fort Pierce Redevelopment Agency
c/o City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability

The Fort Pierce Redevelopment Agency, City of Fort Pierce and their respective officials, officers and employees

ARTICLE XII

INDEMNIFICATION

12.1 Indemnification. Except to the extent caused by the negligence, recklessness, or willful misconduct of Landlord, Tenant shall indemnify, hold harmless, and defend Landlord and the City of Fort Pierce from and against any and all suits, claims, actions, damages, liability, and expense (including reasonable attorneys' fees) (collectively, "Claims") in connection with loss of life, personal injury, or damage to property arising under, related to, or in connection with: (a) Tenant's use or occupancy of the Demised Premises, (b) any injury or damage to any person or property occurring in or at the Demised Premises, or (c) any negligence, recklessness, or willful misconduct of Tenant or any of its agents or employees. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability Landlord is entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

ARTICLE XIII

DAMAGE OR DESTRUCTION

13.1 Casualty Damage.

(a) Subject to Section 13.1 (b) and 13.2 below, if the Improvements should be damaged or destroyed by fire, windstorm, or other casualty (a "Casualty"), Tenant shall proceed with reasonable diligence to rebuild or repair the Improvements on the Demised Premises to substantially the condition in which they existed prior to such Casualty. Tenant's obligation to rebuild and repair under this Article XIII shall in any event be limited to restoring the Demised Premises to substantially the same condition as existed immediately prior to the Casualty.

(b) Tenant shall have the right, at its option, to terminate this Lease in the event of a Casualty that is reasonably anticipated to prevent Tenant from conducting its business in the Demised Premises for 90 days or more. Tenant shall give Landlord written notice of its intent to terminate this Lease within 30 days after the date of the Casualty. If the Lease is terminated by Tenant pursuant to this paragraph, the Rent shall not be abated for the unexpired portion of this Lease effective from the date of the Casualty, and Tenant shall not be obligated to rebuild or restore the Improvements.

13.2 Insurance Proceeds. All insurance proceeds attributable to the Improvements and paid as a result of any Casualty shall be paid to Tenant for the purpose of rebuilding or repairing the Improvements, unless Tenant terminates this Lease pursuant to Section 13.1, in which event (a) all insurance proceeds paid as a result of any Casualty damage to the Improvements owned by Landlord shall be paid to and be the property of Landlord, and (b) all insurance proceeds paid as a result of any Casualty damage to Tenant's equipment or any Improvements owned by Tenant shall be paid to and be the property of Tenant, Landlord and Tenant shall jointly adjust, collect

and compromise all claims under any casualty insurance policy required by this Lease and execute and deliver all necessary proofs of loss, receipts, vouchers, and releases required by any insurers.

ARTICLE XIV

CONDEMNATION

14.1 Notice. If either Landlord or Tenant learns that any portion of the Demised Premises has been or is proposed to be subjected to a Taking (as defined below), such party shall promptly notify the other party of such Taking. A "Taking" means the taking of all or any portion of the Demised Premises or all access thereto as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use, or the sale or conveyance of all or any part of the Demised Premises or any and all access thereto in lieu of or under the threat of eminent domain or condemnation.

14.2 Termination Option on Substantial Taking. If a Taking occurs during the Term that, in the reasonable judgment of Tenant, interferes with the use of the Demised Premises for Tenant's intended use (a "Substantial Taking"), Tenant may, at its option and upon written notice to Landlord, terminate this Lease as of the date title of any of the Demised Premises subject to such Taking is transferred to the condemning authority (the "Taking Date").

14.3 Continuation of Lease. If a Taking occurs during the Term that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, this Lease shall remain in full force and effect according to its terms, except that, effective as of the Taking Date, this Lease shall terminate automatically as to any portion of the Demised Premises taken.

14.4 Reconstruction. If a Taking occurs that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, Tenant shall proceed diligently to repair and restore the Improvements on the Land not so taken to the condition that existed immediately prior to the Taking or, if the Demised Premises are not capable of being so repaired and restored, as closely to such condition as is reasonably practicable.

14.5 Awards. If any Taking occurs, all awards, compensation, damages, or other consideration paid or payable in connection with the Taking (collectively, the "Award") shall be allocated between Landlord and Tenant as follows: (a) Landlord shall be entitled to receive any portion of the Award attributable to the taking of Landlord's fee interest in the Land and the Improvements, and (b) Tenant shall be entitled to receive any portion of the Award attributable to business damages, relocation assistance and/or move costs, and the value of Tenant's equipment and any other personal property or inventory owned by Tenant.

ARTICLE XV

ASSIGNMENT AND SUBLETTING

15.1 Subletting. Tenant may, with Landlord's prior written consent and in Landlord's sole discretion, sublet portions of the Demised Premises. In the event Tenant seeks to sublet any portion of the Demised Premises, Tenant shall submit a proposed sublease agreement to Landlord for Landlord's review prior to rendering its decision to allow or disallow the sublease.

15.2 Prohibited Transfers. Tenant shall not execute or deliver mortgage, deed of trust, collateral assignment of lease, security agreement, or other hypothecating instrument encumbering Tenant' s interest under this Lease or leasehold estate in the Demised Premises created by this Lease, in connection with any financing arrangement by Tenant.

ARTICLE XVI

END OF TERM

16.1 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good condition and in compliance with Tenant's maintenance and repair obligations in Section 9.1 above, normal wear and tear excepted. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's equipment from the Demised Premises, but Tenant shall not be obligated to remove or restore any Tenant Work made by Tenant to the Demised Premises.

ARTICLE XVII

DEFAULTS AND REMEDIES

17.1 Default by Tenant. Each of the following events shall constitute an event of default (each, an "Event of Default") under this Lease:

a. Tenant's failure to pay Rent or any other amount required by this Lease when due, which failure is not cured within 10 business days after written notice by Landlord to Tenant.
b. Tenant's failure to comply with any non-monetary term, condition, or covenant of this Lease, which failure is not cured within the first to occur of the applicable cure period or 30 days after written notice by Landlord to Tenant.
c. Tenant's vacating or abandoning the Demised Premises, other than during Excused Periods.
d. Tenant files a voluntary petition for bankruptcy or under any other debtor relief law.
e. An involuntary petition for bankruptcy or any under any other debtor relief law is filed against Tenant.

f. Tenant files an application for the appointment of a receiver, is dissolved as a going concern, becomes insolvent, or is otherwise unable to pay its debts when due.

17.2 Landlord's Remedies. In the event of any Event of Default, Landlord may, at its option, exercise any and all of the remedies listed below. No such remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity, and every power and remedy given by the Lease to Landlord may be exercised from time to time and as often as the occasion may rise or may be deemed expedient.

a. Landlord may: (i) terminate this Lease without further notice, whereupon Landlord may enter and take possession of the Demised Premises for the account of Landlord, in accordance with applicable law governing such repossession, and remove Tenant; or (ii) without terminating the Lease, enter and take possession of the Demised Premises, in accordance with any applicable laws governing such repossession, and remove Tenant. If necessary, Landlord may proceed to recover possession of the Demised Premises under applicable laws, or by such other legal proceedings, including summary dispossess proceedings Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Demised Premises by Tenant. A surrender must be agreed to in writing and signed by both parties. If Landlord terminates this Lease or terminates Tenant's right to possess the Demised Premises because of an Event of Default, then everything in this Lease to be done by Landlord shall cease, except for Tenant's liability for all Rent and other sums due hereunder.

b. Landlord may hold Tenant liable for: (i) Rent and other indebtedness that otherwise would have been payable by Tenant to Landlord for the balance of the Term, less any amount that Landlord receives from re-letting the Demised Premises after all of Landlord's costs and expenses incurred in such re-letting have been subtracted; (ii) any amounts Landlord incurs in re-letting the Demised Premises during the remainder of the Term; and (iii) other necessary and reasonable expenses (including, without limitation} reasonable attorneys' fees) incensed by Landlord in enforcing its remedies, Additionally, at the option of Landlord, Landlord shall be entitled to accelerate and declare the entire remaining unpaid Rent for the balance of the Term to be immediately due and payable.

c. Landlord shall have no obligation to re-let the Demised Premises, However, Landlord may re-let the Demised Premises or any part thereof, alone or together with other premises, for such term(s) (which may extend beyond the date on which the Term would have expired but for Tenant' s default) and on such terms and conditions (which may include concessions or free rent and alterations of the Demised Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, Landlord's failure to re-let the Demised Premises or collect any rent due upon such reletting. If Landlord relets the Demised Premises and collects rent in excess of the Rent, Additional Rent, and other charges payable by Tenant under this Lease, Landlord shall be entitled to retain any such excess and Tenant shall not be entitled to a credit therefor.

d. Landlord's rights and remedies set forth in this Lease are cumulative and in addition to Landlord's other rights and remedies at law or in equity, including those available as a result of any anticipatory breach of this Lease, Landlord's exercise of any such right or

remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies, or obligations. Landlord shall not be deemed to have waived any default unless such waiver expressly is set forth in an instrument signed by Landlord. Any such waiver shall not be construed as a waiver of any covenant or condition except as to the specific circumstances described in such waiver. Neither Tenant's payment of an amount less than a sum due nor Tenant's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any payment then due. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such sum or to pursue other remedies.

ARTICLE XVIII

MISCELLANEOUS

18.1 Non-Disturbance Agreement. Landlord shall provide Tenant with a non-disturbance agreement reasonably acceptable to Tenant, which may be included as part of a subordination, non-disturbance} and attornment agreement (a "Non-Disturbance Agreement") executed by any of Landlord's future holders of any mortgages or deeds of trust on the Demised Premises or any ground lessors of the Demised Premises (each, a "Holder"). No subordination of this Lease shall operate to modify the terms of this Lease with respect to the rights of the parties to any condemnation award or insurance proceeds.

18.2 Entry By Landlord. Landlord or Landlord's agents shall have the right to enter the Demised Premises upon reasonable notice and during Tenant's non-business hours, accompanied

by Tenant's representative, to inspect the Demised Premises. In the event of an emergency, Landlord or Landlord's agents shall have the right to enter the Demised Premises without notice and at any time, without being accompanied by Tenant's representative. Landlord agrees to take all reasonable steps to minimize any interference with Tenant's business operations as a result of such entry, at all times.

18.3 Construction and Capitalized Terms. As used in this Lease, the singular shall include the plural and any gender shall include all genders as the context requires. All capitalized terms used in this Lease shall have the meanings set forth in this Lease.

18.4 Integration. This Lease and all documents executed by Landlord and Tenant contemporaneously or in connection herewith constitute the entire agreement between the parties hereto with respect to the matters set forth in this Lease and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Demised Premises and the transactions provided for in this Lease. Landlord and Tenant are business entities having substantial experience with the subject matter of this Lease and each have fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter.

18.5 Notices. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery to Landlord and/or Tenant at the address set forth below; or such other address as such party may designate by written notice given in advance. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five days

after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

If to Landlord: Fort Pierce Redevelopment Agency
100 N US Highway I
Fort Pierce, Florida 34950
Attn: Executive Director

If to Tenant: Incubate Neighborhood Center
1601 North 27th Street
Fort Pierce, Florida 34947
Attn: Chief Executive Officer

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

18.6 Force Majeure. In the event that either party is delayed or hindered in, or prevented from, the performance of any obligations in this Lease (other than the payment of monies) by reason of strikes, lockouts, labor troubles, failure of power or other utility interruptions, riots, insurrection, war, acts of God, permitting, approval, or other governmental delays, or any other reason of like or unlike nature beyond the reasonable control of the party delayed in performing work or doing acts ("Force Majeure"), such party shall be excused for the period of time equivalent to the delay caused by such Force Majeure.

18.7 Peaceful Enjoyment. Subject to the provisions of Section 18.3, Landlord covenants that, during the Term and so long as no Event of Default (as defined in Section 17, 1) by Tenant exists, Tenant shall have quiet and peaceful possession of the Demised Premises.

18.8 Survival. All obligations of any party hereto not fulfilled at the expiration or earlier termination of this Lease shall survive such expiration or earlier termination as continuing obligations of such party.

18.9 Binding Effect. This Lease shall inure to the benefit of and be binding upon each of the parties hereto and their heirs, legal representatives, successors and assigns.

18.10 Modifications. No modification, waiver or amendment of this Lease or any provisions of this Lease shall be binding upon any party to this Lease unless in writing and signed by such party.

18.11 No Waiver. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

18.12 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Articles and Sections.

18.13 Severability. If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the invalid or unenforceable provision shall be reformed, to the extent possible, in a manner that most closely gives effect to the intent of the parties, consistent with applicable Legal Requirements.

18.14 Jury Trial. Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other with respect to any matter arising out of or in connection with this Lease and/or Tenant's use and occupancy of the Demised Premises.

18.15 Only Landlord/Tenant Relationship. Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

18.16 Attorneys' Fees, if on account of any breach or default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting patty to employ an attorney to enforce or defend any of its rights or remedies hereunder, each respective party shall be responsible for their own attorney's fees, whether or not suit is instituted in connection therewith. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

18.17 Counterparts; Electronic Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Signatures given by facsimile or portable document format (PDF) shall be binding and effective to the same extent as original signatures.

18.18 Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Lease shall lie exclusively in the courts of St. Lucie County, Florida. The provisions of this section shall survive any termination of this Agreement.

18.19 Recording. Upon request of either party, Landlord and Tenant shall execute a memorandum or short form of this Lease, have it properly acknowledged for the purpose of recording, and record such instrument in the proper office in St. Lucie County, Florida. Upon

request by Landlord or Tenant, in connection with any future modification of this Lease, the parties agree to execute and cause to be recorded a modification of memorandum or short form lease, in a commercially reasonable form, setting forth such modified terms. The cost of recording shall be borne by the requesting party.

18.20 Consent. Wherever this Lease calls for Landlord or Tenant consent, approval or discretionary action, neither Landlord nor Tenant shall unreasonably withhold, condition, delay, or exercise such consent, approval or discretionary action, except as otherwise expressly provided in this Lease.

18.21 Exhibits. Any exhibits attached to this Lease constitute a part of this Lease and are incorporated into this Lease by this reference.

18.22 Radon Gas. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

18.23 Time of the Essence. Time is of the essence in connection with Tenant's payment and performance obligations under this Lease. In addition to other remedies available at law, equity, or under this Lease, if any of Tenant's payment and/or performance obligations under this Lease does not occur in strict accordance with the terms hereof, Landlord may terminate the Lease immediately, without further liability.

[SIGNATURE PAGE(S) TO FOLLOW]

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

LANDLORD:

FORT PIERCE
REDEVELOPMENT AGENCY

By: Linda Hudson
Linda Hudson, Chairperson

WITNESS AS TO LANDLORD:

ATTEST:

By: Linda W. Cox
Linda W. Cox, City Clerk

Date: 10/13/2024

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya M. Earley, City Attorney

TENANT:
Incubate Neighborhood Center

By: _____
Canieria Gardner, Chief Executive Officer

WITNESSESS AS TO TENANT:

Noemi Rios
Printed Name:

Audria Moore-Wells
Printed Name:

Date: 10/12/2021

Exbibit A

Site Address: 532 N 13th ST
Use Type: 8300
Sec/Town/Range: 09/35S/40E
Account #: 21058
Parcel ID: 2409-501-0011-000-9
Map ID: 24/09N
Jurisdiction: Fort Pierce
Zoning: Medium Den
Legal Description: LINCOLN PARK NO 2 BLK 1 LOTS 9 TO 30 INCL-LESS W 5 FT OF LOTS 9TO 19

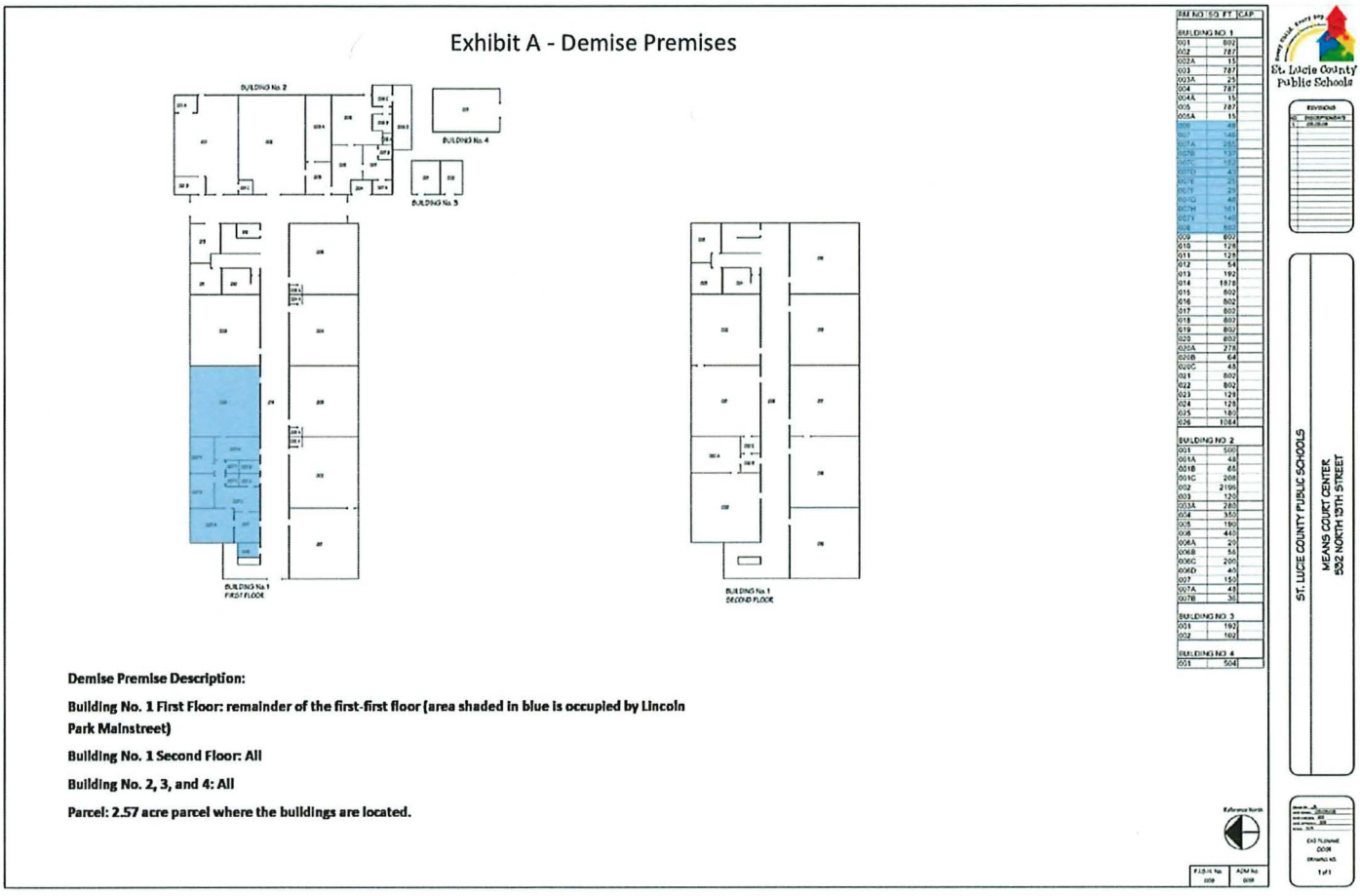


Exhibit B
Scope of Work

This project will be implemented in 3 phases. Each phase will increase utilization of the property, service deliverables and revenue. INC will facilitate unique multigenerational programs that will grow minority owned small businesses, build retail infrastructure, increase home ownership and improve overall community health. Also, INC will partner with community partners to provide resources and opportunities through the hub to increase service deliverables.

Phase 1: This phase is to take possession and prepare the facility for utilization as the community hub, which is an estimated 23,482 sq ft facility on 2.57 acres with a 30-year lease option. Means Court is currently in habitable conditions but feels institutionalized. After upgrading the building, it will feel warm and inviting.

Phase 1.1 is the retrofit of current space to provide a facility facelift which include, internal and external painting, flooring, lighting, furnishings, community bathrooms upgrade.
Phase 1.2 includes adding an elevator, medical clinic and kitchen incubator.

The estimated cost for phase 1 is $1,600,000 and anticipates funding from Economic Development Agency, Alleghany Franciscan Ministries and local donors.

INC projects the completion of this phase 18 months after taking possession of building, but design and/or layout is subject to change based on architectural renderings.

Downstairs Services:

- INC Administrative Office/Flex space
- Community Conference Room
- Kitchen Incubator
- Interactive Art Gallery
- Business/Computer Lab
- Copy and Print Center
- Medical Clinic
- Potential Anchor Community Partners (DCF, Career Source, Community Services, Lincoln Park Mainstreet)

Upstairs: Training Center for INC Youth and Adult programs

- Business Incubator/Share workspace
- Technology Center-Video, Coding and Sound Recording
- 1 INC classroom
- 1 Community Partner Classroom
- Community Conference room
- Housing, Workforce Development and Empowerment Training Center
- Community Partner Shared workspace

Phase 2: The Joinery is a place that the community connects around food, retail and entertainment. It will be located, outdoors on the south side of the 2.57 acres, and INC will utilize the Joinery to maximize community connectiveness. The Joinery will create a pipeline of retail space for the Commerce Entrepreneurship and Operations (CEO) program participants and real-world training experiences for participants of the workforce development program. CEO is a national proven small business program, that have four pillars to drive success. Phase 2 also accomplishes several goals in the Local Food Local Places action plan that was sponsored by the EPA, USDA, and U.S. Border control.

INC anticipates breaking ground in March of 2023, with a projected cost $675,000. INC anticipates covering the initial costs through, federal funding, grants and development funds.

- Farmers Market
- Container Retail Space
- Container Restaurants
- Liquidation Center
- Amphitheater for events with removable seating
- Shaded seating areas
- Solar Panels

Phase 3: This phase is all about growth, green initiatives and beautification. INC anticipates selling the produce grown from the community garden and farm through the Farmers Market at a discounted price. Projected cost of project is $450,000 and to be funded by federal and local grants, capital campaign, and fundraising events. Phase 3 also aligns with Local Food Local Places initiative. Anticipates completing this phase by year 5.

- Butterfly and Botanical Garden
- Community Garden
- Hydroponic Farm
- Produce production container

FPRA Regular Meeting - 5:05 p.m. **8. a.**

Meeting Date: December 10, 2024

Re: Fort Pierce Police Department Off-Duty Details Presentation

---

SUBJECT:

Fort Pierce Police Department FPRA Off-Duty Details Presentation

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

Officer Robert Ridle

COORDINATED WITH:

Attachments

FPRA FPPD Details Presentation

FPRA Detail Overview

Downtown Area

Jetty Area

25th Street Area

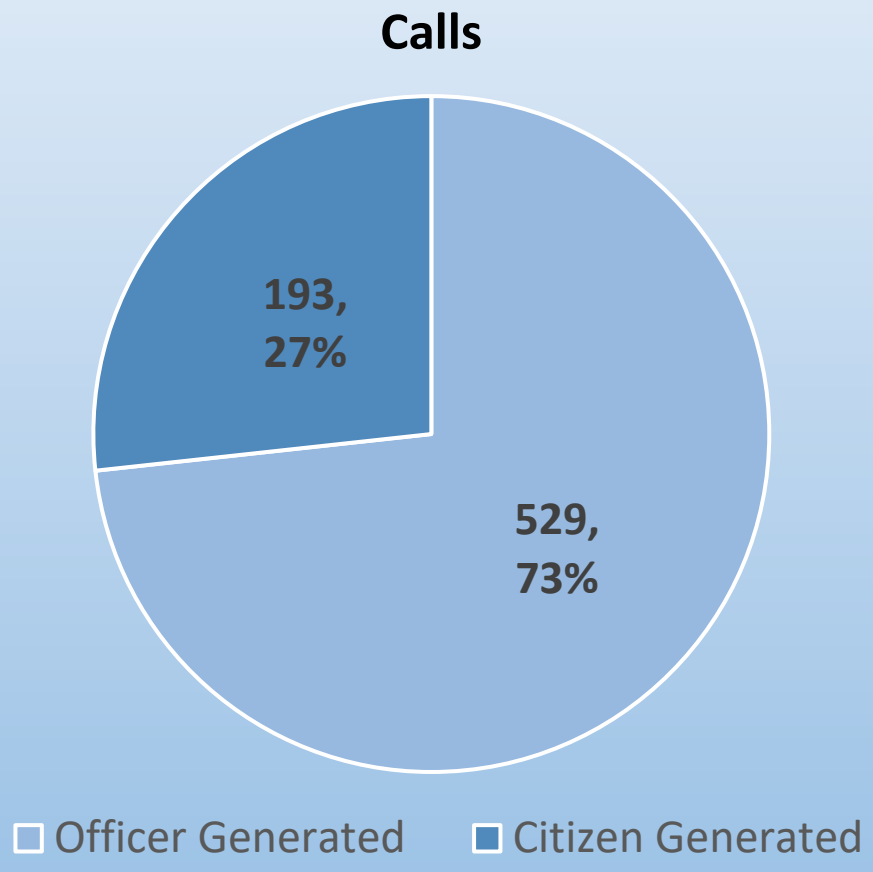
FPRA Detail – Downtown Area

Detail Hours:

- Fridays: 2 officers per shift, one time slot:
  - 6:30 PM to 2:30 AM
- Saturdays: 2 officers per shift, three time slots:
  - 8:00 AM to 2:00 PM
  - 3:00 PM to 9:00 PM
  - 9:00 PM to 3:00 AM
- Sundays: 1 officer per shift, two time slots:
  - 9:00 AM to 1:00 PM
  - 1:00 PM to 5:00 PM

DOWNTOWN - FY2025	
Weekly Hours	60
Total Hours	3,120
Officer Hourly Rate	$49.00
Administrative Fee - $5.00/hr.	$15,600.00
Average Weekly Cost	$3,240.00
FY2025 Yearly Cost	$168,480.00

Downtown Area– Call Data



Officer Generated	Calls
CLOSE PATROL	193
VEHICLE OR TRAFFIC STOP	131
FOOT PATROL	79
SUSPICIOUS PERSON	59
FLAGDOWN	13
CONDUCT INVESTIGATION	11
DISTURBANCE	11
ASSIST TO MOTORIST	5
SUSPICIOUS VEHICLE	5
TRAFFIC ACCIDENT	3
TRAFFIC RELATED	3
TRESPASSING COMPLAINT	3
ANIMAL RELATED	2
ABANDONED VEHICLE	1
ASSIST OTHER AGENCY	1
DRUNK PEDESTRIAN	1
JUVENILE TROUBLE	1
LOST OR STOLEN TAG	1
OBSTRUCTION IN ROAD	1
RADAR DETAIL	1
SICK/INJURED PERSON	1
TRANSPORT OR ESCORT	1
UNKNOWN	1
VANDALISM	1
TOTAL	529

Citizen Generated	Calls
DISTURBANCE	27
TRAFFIC ACCIDENT	23
SUSPICIOUS PERSON	20
UNWELCOME PERSON	13
TRESPASSING COMPLAINT	12
CONDUCT INVESTIGATION	11
PREMISE ALARM	10
ANIMAL RELATED	7
RECKLESS DRIVER	7
SICK/INJURED PERSON	7
TRAFFIC RELATED	7
LARCENY	6
ASSIST TO MOTORIST	4
PHONE MESSAGE	4
UNKNOWN	4
OBSTRUCTION IN ROAD	3
SUICIDE	3
ASSAULT	2
BURGLARY	2
DRUNK PEDESTRIAN	2
FIGHT	2
FIRE	2
LEWD LASCIVIOUS ACTS	2
RECOVERED PROPERTY	2
SUSPICIOUS VEHICLE	2
ASSIST OTHER AGENCY	1
CIVIL MATTER	1
DCF	1
DOMESTIC TROUBLE	1
FIREWORKS COMPLAINT	1
OTHER	1
STAND BY	1
SUSPICIOUS INCIDENT	1
UTILITY PROBLEM	1
TOTAL	193

Downtown Area– Call Data

Officer Generated

Day/Time	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
SUN	24	18	21	5	6	9	20	39	13	18	15	18	16	12	18	7	23	11	9	10	20	19	13	23
MON	12	12	24	14	14	9	38	59	18	15	26	11	10	14	6	10	12	12	3	17	14	15	22	17
TUE	17	27	30	15	24	15	39	55	28	12	18	19	15	13	14	7	11	12	7	7	19	18	38	19
WED	22	22	24	17	32	19	46	58	17	15	14	8	16	9	8	7	11	4	8	14	18	26	21	25
THU	29	13	30	26	22	7	34	57	23	18	13	14	16	10	8	8	3	11	5	13	24	18	25	19
FRI	21	35	15	19	19	6	50	63	19	13	15	12	10	7	9	13	8	9	7	21	23	32	26	22
SAT	24	25	26	16	11	7	29	20	34	27	19	13	17	15	10	20	25	21	12	24	28	30	30	29

Citizen Generated

Day/Time	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
SUN	8	5		2	1	2	3	1	5	3	9	7	11	4	4	12	6	8	7	15	12	8	7	5
MON		4	2	2		1	3	6	7	12	15	9	16	10	7	10	10	10	10	12	9	7	6	1
TUE	2		1	2	4	3	3	6	5	6	12	9	12	12	15	17	6	9	6	9	11	6	2	5
WED	2	1		1	1	2	3	10	11	12	14	17	17	7	6	15	10	8	10	9	7	4	3	2
THU	1	1			3	3	2	9	7	14	8	7	12	9	9	13	14	11	11	5	4	10	2	3
FRI			4	3	2			4	8	11	8	9	10	10	7	6	7	8	14	7	9	3	10	8
SAT	10	6	3	1	3	2	5	3	6	7	12	11	6	4	9	10	9	8	12	16	10	19	10	8

Combined Calls

Day/Time	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
SUN	32	23	21	7	7	11	23	40	18	21	24	25	27	16	22	19	29	19	16	25	32	27	20	28
MON	12	16	26	16	14	10	41	65	25	27	41	20	26	24	13	20	22	22	13	29	23	22	28	18
TUE	19	27	31	17	28	18	42	61	33	18	30	28	27	25	29	24	17	21	13	16	30	24	40	24
WED	24	23	24	18	33	21	49	68	28	27	28	25	33	16	14	22	21	12	18	23	25	30	24	27
THU	30	14	30	26	25	10	36	66	30	32	21	21	28	19	17	21	17	22	16	18	28	28	27	22
FRI	21	35	19	22	21	6	50	67	27	24	23	21	20	17	16	19	15	17	21	28	32	35	36	30
SAT	34	31	29	17	14	9	34	23	40	34	31	24	23	19	19	30	34	29	24	40	38	49	40	37

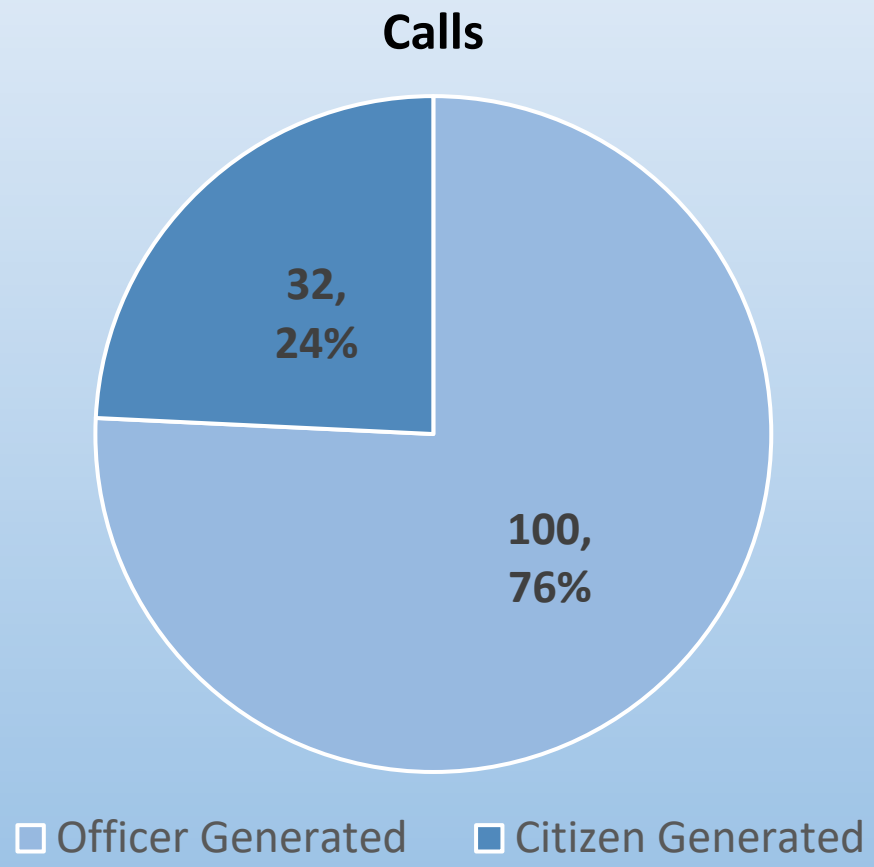
FPRA Detail – Jetty Area

Detail Hours:

- Fridays: 2 officers per shift, one time slot:
  - 7:00 PM to 1:00 AM
- Saturdays: 2 officers per shift, one time slot:
  - 8:00 PM to 2:00 AM
- Sundays: 2 officers per shift, one time slot:
  - 6:00 PM to 12:00 AM

JETTY PARK – FY2025 EXPENDITURES	
Weekly Hours	36
Total Hours	1,872
Officer Hourly Rate	$49.00
Administrative Fee - $5.00/hr.	$9,360.00
Average Weekly Cost	$1,944.00
FY2025 Yearly Cost	$101,088.00

Jetty Area – Call Data



Officer Generated	Calls
CLOSE PATROL	27
FOOT PATROL OR PARK AND	21
VEHICLE OR TRAFFIC STOP	10
FLAGDOWN	9
SUSPICIOUS PERSON	6
CONDUCT INVESTIGATION	5
DISTURBANCE	4
RECOVERED PROPERTY	4
CITY ORDINANCE VIOLATIO	2
LARCENY	2
UNWELCOME PERSON	2
ANIMAL RELATED	1
ASSAULT	1
OTHER	1
SICK/INJURED PERSON	1
STAND BY	1
SUSPICIOUS INCIDENT	1
SUSPICIOUS VEHICLE	1
TRAFFIC ACCIDENT	1
TOTAL	100

Citizen Generated	Calls
DISTURBANCE	6
RECKLESS DRIVER	4
FIGHT	3
CONDUCT INVESTIGATION	2
DOMESTIC TROUBLE	2
LARCENY	2
SUSPICIOUS INCIDENT	2
TRAFFIC ACCIDENT	2
UNWELCOME PERSON	2
ANIMAL RELATED	1
ATTEMPT TO CONTACT	1
BURGLARY	1
DRUNK PEDESTRIAN	1
RECOVERED PROPERTY	1
SICK/INJURED PERSON	1
TRESPASSING COMPLAINT	1
TOTAL	32

Jetty Area – Call Data

Officer Generated

	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
SUN	7	5	1		1	1		5	6	1		7	3	5	2	3	1	3	6	8	3	6	7	2
MON	4	4	1	3				2		1	6	7	2	5	5	1	4	6	3	3	7	5	3	3
TUE	5	1	2			1		4	1	5	2	3	3	5		3	1	5	2	7	2	2	3	5
WED	3	2	2		1	1	2	4	4	6	6	4	3	2	3	3	3	3	3	5	2	7	3	3
THU	6	6	1	1	1	2	2	5	10	6	5	4	3	7	3	2	6	4	2	4	6	8	11	4
FRI	8	7	3	2	2			4	1	8	7	5	2	5	3	9	4	2	6	4	8	11	11	7
SAT	7	2	2		1	1	3	5	10	8	7	9	3	13	6	4	3	4	5	4	4	9	17	15

Citizen Generated

	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
SUN	5	2	1		1							2	1	4	3	2	3	3	2	2	4	2	2	2
MON	4			1		1		1		1	2		2		1	4	2	4	1		2			1
TUE							1				1	1	1	1	2		1			2		1	1	1
WED		1	1							3			1	1	1	1	1	2	1			1	2	
THU	1	1		1				2		1	4	1	1	1	1			4	1	3		2	2	4
FRI	2				1		1	1				1		1	1	1	1	1	1		1	3	2	1
SAT	1	5	2	2					2	2	1	4	2	2	7	3	5	3	1	2	4	3	3	2

Combined Calls

	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
SUN	12	7	2		2	1		5	6	1		9	4	9	5	5	4	6	8	10	7	8	9	4
MON	8	4	1	4		1		3		2	8	7	4	5	6	5	6	10	4	3	9	5	3	4
TUE	5	1	2			1	1	4	1	5	3	4	4	6	2	3	2	5	2	9	2	3	4	6
WED	3	3	3		1	1	2	4	4	9	6	4	4	3	4	4	4	5	4	5	2	8	5	3
THU	7	7	1	2	1	2	2	7	10	7	9	5	4	8	4	2	6	8	3	7	6	10	13	8
FRI	10	7	3	2	3		1	5	1	8	7	6	2	6	4	10	5	3	7	4	9	14	13	8
SAT	8	7	4	2	1	1	3	5	12	10	8	13	5	15	13	7	8	7	6	6	8	12	20	17

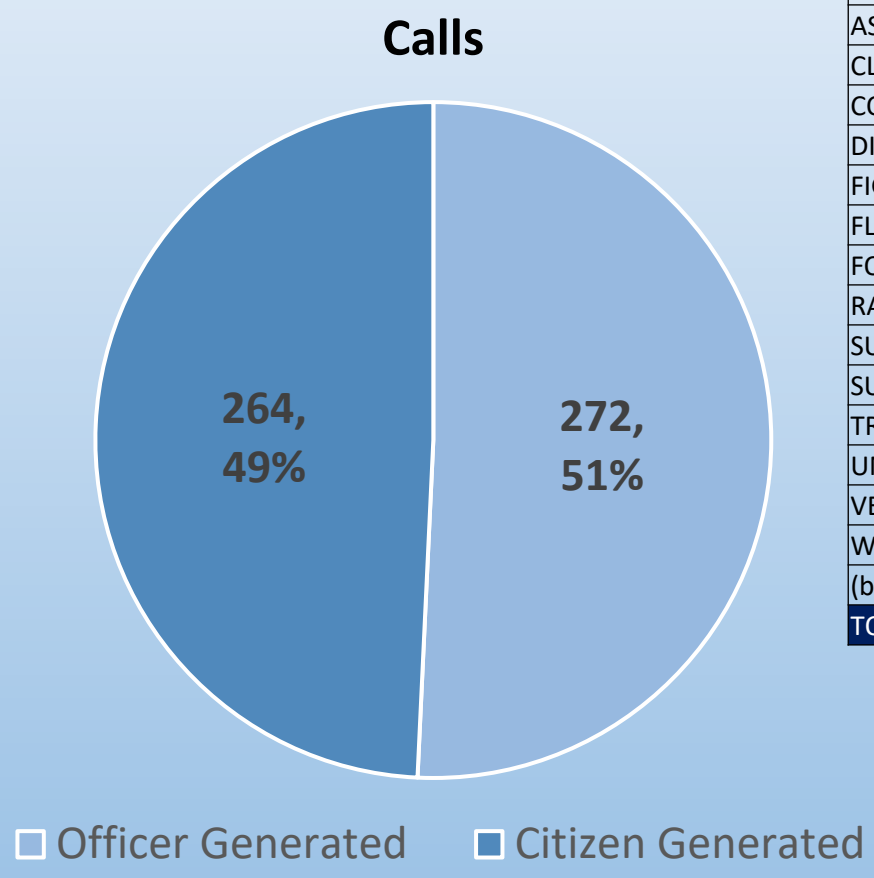
FPRA Detail - 25th Street Area

Detail Hours:

- Wednesday: 1 officer per shift, one time slot:
  - 11:00 PM to 2:00 AM
- Fridays: 1 officer per shift, one time slot:
  - 9:00 PM to 2:00 AM
- Saturdays: 1 officer per shift, one time slot:
  - 10:00 PM to 2:00 AM
- Sundays: 1 officer per shift, one time slot:
  - 6:00 PM to 11:00 PM

NORTH 25TH - FY2025 EXPENDITURES	
Weekly Hours	17
Total Hours	884
Officer Hourly Rate	$49.00
Administrative Fee - $5.00/hr.	$4,420.00
Average Weekly Cost	$918.00
FY2025 Yearly Cost	$47,736.00

25th Street Area – Call Data



Officer Generated	Calls
ASSIST OTHER AGENCY	7
ASSIST TO MOTORIST	1
CLOSE PATROL	91
CONDUCT INVESTIGATION	12
DISTURBANCE	2
FIGHT	1
FLAGDOWN	4
FOOT PATROL	10
RADAR DETAIL	1
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	1
TRAFFIC ACCIDENT	1
UNKNOWN	1
VEHICLE OR TRAFFIC STOP	136
WARRANT	1
(blank)	
TOTAL	272

Citizen Generated	Calls
DISTURBANCE	135
TRAFFIC ACCIDENT	17
DOMESTIC TROUBLE	12
PHONE MESSAGE	12
CONDUCT INVESTIGATION	10
SUSPICIOUS PERSON	6
SUSPICIOUS VEHICLE	5
UNWELCOME PERSON	5
ATTEMPT TO CONTACT	4
CIVIL MATTER	4
DCF	4
SICK/INJURED PERSON	4
FIGHT	3
LARCENY	3
RECKLESS DRIVER	3
STAND BY	3
UNKNOWN	3
ASSAULT	2
ASSIST TO MOTORIST	2
BURGLARY	2
OBSTRUCTION IN ROAD	2
SHOOTING/SHOOTING ACTIVITY	2
VANDALISM	2
ANIMAL RELATED	1
ASSIST OTHER AGENCY	1
FIREWORKS COMPLAINT	1
HANG UP OR NO VOICE	1
INFORMATION	1
LEWD LASCIVIOUS ACTS	1
LOST OR STOLEN TAG	1
MISSING PERSON RUNAWAY	1
NEIGHBOR TROUBLE	1
OBSCENE OR HARRASSING CALLS	1
PREMISE ALARM	1
PROWLER	1
ROBBERY	1
STABBING	1
STOLEN AUTO	1
SUICIDE	1
SUSPICIOUS INCIDENT	1
TRESPASSING COMPLAINT	1
UTILITY PROBLEM	1
Total	264

25th Street Area – Call Data

Officer Generated

	12 AM	1 AM	2 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
SUN	8	8	3		1		2	2	2						2			3	3	5	4	1	2
MON	4	1	1			1	1		1		1	1				3	1					2	3
TUE	3	3	3	3					1		1	1	1	1	2					6	9	3	1
WED						1	1		2	1			1		1		1	4	2	6	4	3	6
THU	7	1		2						3		1		2	2		1	2	4	5	3	2	4
FRI	3	2	2	1							1					3	2	5	5	2	9	10	7
SAT	4	3							2					1		1	1	2	6	5	7	4	8

Citizen Generated

	12 AM	1 AM	2 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
SUN	9	11	1				2		1	2	1	3	1		1	2	4	1	1	6	6	8
MON	5	1				1		4			1	1	1	1	1		1					
TUE						1		1		2			2	1		3		1		2	1	
WED			1				1		1		1	2	1	1	2	2	1	1	1	2	4	8
THU	2	1		1			1	1		2	1	6	2	2	3	3	3	2	3	1		2
FRI							1		2		3	1			1	2	2	2	5	2	14	16
SAT	9	2	3		1		2	2	1			1	3	2		1	3	2	5	2	4	14

Combined Calls

	12 AM	1 AM	2 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
SUN	17	19	4		1		2	4	2	1	2	1	3	1	2	1	2	7	4	6	10	7	10
MON	9	2	1			1	2		5		1	2	1	1	1	4	1	1				2	3
TUE	3	3	3	3			1		2		3	1	1	3	3		3		1	6	11	4	1
WED			1			1	1	1	2	2		1	3	1	2	2	3	5	3	7	6	7	14
THU	9	2		2	1			1	1	3	2	2	6	4	4	3	4	5	6	8	4	2	6
FRI	3	2	2	1				1		2	1	3	1			4	4	7	7	7	11	24	23
SAT	13	5	3			1		2	4	1			1	4	2	1	2	5	8	10	9	8	22

FPRA Regular Meeting - 5:05 p.m. **8. b.**

Meeting Date: December 10, 2024

Re: Resolution 24-05: Authorizing or Denying a Time Extension for the Sale Agreement of 612 N 25th St

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Resolution 24-05: Granting or Denying a Time Extension for the Sale Agreement of 612 N 25th St

SUMMARY:

On November 14, 2023, the FPRA entered into an Agreement pursuant to Resolution No. 23-05 for the sale of property at 612 North 25th Street, Fort Pierce, FL 34947. The Agreement required the Grantee to develop a neighborhood park, Village Garden of Hope, following a specified Development Timeline.

Per the Agreement, the Grantee was obligated to apply for all necessary approvals and permits within 180 calendar days of the title's conveyance. The property was conveyed on February 22, 2024, establishing an August 20, 2024, deadline.
The Grantee did not meet this deadline and has requested a 180-day extension. If approved, the new deadline to obtain the required approvals would be February 16, 2025. The developer is currently working on incorporating site plan changes recommended by the Planning Department, after which the contractor will submit applications for the required building permits.

RECOMMENDATION:

Staff will proceed as directed by the FPRA Board.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2024
Account: N/A
Amount: 0
OTHER INFORMATION:
N/A

Attachments

Presentation
Executed Agreement 11.14.23
Deed 2.22.24
Extension Request Email
2nd Extension Request Email
180 Day Extension Amendment to Agreement
Resolution
RLS Memo 9.27.24

FORT PIERCE
REDEVELOPMENT AGENCY

612 N 25TH ST – SURPLUS PROPERTY EXTENSION REQUEST

612 N 25TH ST

- Neighborhood Park
  - Community History
  - City Pioneer Plaques
  - Engraved Brick Pavers

TIMELINE

FPRA Board awarded the RFQ to Larry Lee Jr. & Family LLC for the development of a neighborhood park
April 11, 2023
November 14, 2023
The FPRA Board authorized the Sale and Development Agreement ($5,000)
February 22, 2024
Conveyance of title to Larry Lee Jr. & Family LLC

DEVELOPMENT AGREEMENT TIMELINE

A. APPLICATIONS FOR APPROVALS AND BUILDING PERMITS (DEADLINE 8/20/2024)

Grantee shall apply for any and all required approvals, building permits, and all other permits, within 180 calendar days of the conveyance of title to the Real Property to Grantee.

B. COMMENCEMENT OF CONSTRUCTION

Grantee shall commence construction within 120 calendar days of receiving the required approvals and building permits.

C. CERTIFICATE OF OCCUPANCY

Grantee shall complete the construction of the neighborhood park and successfully complete all required approvals and building permits within 180 calendar days of the issuance of required approvals and building permits.

EXTENSION REQUEST FROM GRANTEE

Due to the unique nature of this project, the grantee was unable to meet the August 20, 2024, deadline and has requested a 180-day extension.

New deadline:
February 16, 2025

QUESTIONS?

FPRA RESOLUTION NO. 23-05

A **RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 612 NORTH 25TH STREET, FORT PIERCE, FLORIDA**, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE FORT PIERCE REDEVELOPMENT AGENCY TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida ("FPRA") is the fee simple titleholder of real property which it acquired for community redevelopment commonly known as 612 North 25th Street, Fort Pierce, Florida, 34947 (the "Real Property"); and

WHEREAS, Section 163.380, Florida Statutes, authorizes FPRA to sell, lease, dispose of, or otherwise transfer real property or any interest therein acquired by it for community redevelopment in a community redevelopment area to any private person as it deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the provisions of said statute, after the approval of the community redevelopment plan by the governing body and in accordance with the procedures set forth in such statute; and

WHEREAS, at a meeting of FPRA held on January 16, 2018, FPRA approved the CRA Advisory Committee's recommendation and declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public; and

WHEREAS, on January 30, 2023, and February 6, 2023, FPRA caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers, or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 3:30 p.m. on February 22, 2023, and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package"); and

WHEREAS, on February 22, 2023, the bid period closed, and all bids received by FPRA were thereafter reviewed; and

WHEREAS, on April 11, 2023, Bid No. 2023-017, submitted by Larry Lee Jr and Family, LLC, whose address is 7936 Saddle Brook Drive, Port St. Lucie, FL 34986 (the "Successful Bidder") in the amount of Five Thousand and no/100 Dollars ($5,000.00) ("Transfer Consideration") was determined by the FPRA to be the highest bid for the Real Property and authorized staff to begin negotiations; and

WHEREAS, the best interests of the public will be served by: (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a quitclaim deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic

reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to FPRA in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement, and (iii) authorizing the FPRA Chairperson, City Manager, officers, attorneys, and other agents of FPRA to do all things necessary to carry out the transactions contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida:

SECTION 1. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

SECTION 2. The transfer of the Real Property to the Successful Bidder shall be conditioned upon the execution of the Surplus Property Sale Agreement, attached hereto as Exhibit "A" and incorporated by reference.

SECTION 3. The transfer of the Real Property to the Successful Bidder, including execution and delivery of a quitclaim deed conveying the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to FPRA in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement. The receipt of the Transfer Consideration by authorized officers and agents of the Board at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies, if any, without further action by FPRA.

SECTION 4. The FPRA Chairperson is hereby authorized to execute the quitclaim deed conveying the FPRA's interest in the Real Property to the Successful Bidder.

SECTION 5. Members of the FPRA, the FPRA Director, officers, attorneys, and other agents of FPRA are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of FPRA is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extend of this Resolution.

SECTION 6. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 8. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 14th day of November 2023.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 14th day of November 2023.

LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

LINDA W. COX
Agency Secretary

APPROVED AS TO FORM AND CORRECTNESS:

SARA HEDGES
Agency Attorney

EXHIBIT "A"

SURPLUS PROPERTY SALE AGREEMENT

612 N 25th STREET

SURPLUS PROPERTY
SALE AGREEMENT

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this 14th day of November, 2023 by and between the **FORT PIERCE REDEVELOPMENT AGENCY ("FPRA")**, a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City") and **LARRY LEE JR AND FAMILY, LLC**, whose address is 7936 Saddlebrook Drive, Port St Lucie, FL 34986 ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the FPRA owns the real property ("Real Property") described as 612 North 25th Street, Fort Pierce, Florida, 34947 in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2404-710-0067-000-3; and

WHEREAS, on November 14, 2023 the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of $5,000.00 (the "Purchase Price") was authorized via Resolution No. 23-05, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the FPRA subject to the limitations and requirements of this Agreement; and

WHEREAS, the FPRA desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

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

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the FPRA.

3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a neighborhood park called Village Keepers Garden of Hope on the Real Property pursuant to and in conformity with their submitted Bid No. 2023-017 documents, attached as Exhibit A and incorporated herein by reference.

4. **DEVELOPMENT TIMELINE.**

   A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS** Grantee shall apply for any and all required approvals, building

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5268934 11/21/2023 03:23:30 PM
OR BOOK 5072 PAGE 2673 - 2678 Doc Type: AGR
RECORDING: $52.50

permits, and all other permits, in the manner consistent with the applicable jurisdiction, within 180 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

B. **COMMENCEMENT OF CONSTRUCTION**
Grantee shall commence construction within 120 calendar days of receiving the required approvals and building permits.

C. **COMPLETION OF PROJECT**
Grantee shall complete the construction of the neighborhood park and successfully complete all required approvals and building permits within 180 calendar days of the issuance of the required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include: proof the building permit(s) was obtained, proof the building permit(s) was successfully closed out, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.

6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.

7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The FPRA may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.

8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the FPRA in its sole discretion, the Purchase Price of the Real Property is forfeited to the FPRA, no refund of the Purchase Price will be granted to Grantee, and Grantor, its successors, and its assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.

9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the FPRA and the City , and their officers, employees, and agents against any claim, action,

loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to this Agreement. Nothing herein is intended to or shall be deemed a waiver of the Sovereign Immunity provisions of Section 768.28, Florida Statutes.

10. **ASSIGNMENT.** If Grantee lists the Real Property for sale, the Grantee must notify the FPRA of such listing within ten (10) calendar days of such listing. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the FPRA no less than thirty (30) calendar days prior to the transfer of title to the Real Property. Further, the Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property. Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.

11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers.

12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

GRANTEE:
Larry Lee Jr and Family, LLC
7936 Saddlebrook Drive
Port St Lucie, FL 34986

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1
Fort Pierce, FL 34950

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The FPRA's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the FPRA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded with the Clerk of the Circuit Court in the Public Records of St. Lucie County, Florida.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: Alice E Lee

Print: Alice E. Lee

Date: 11/8/23

Sign: Miriam Garcia

Print: Miriam Garcia

Date: 11/8/2023

GRANTEE:

Sign: Larry Lee Jr

Print: Larry Lee, Jr

Date: 11/8/23

FORT PIERCE REDEVELOPMENT AGENCY:

Sign: Linda Hudson

Linda Hudson, Chairwoman

Date: 11/14/2023

Attest:

Linda W. Cox

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

Sara K. Hedges, Esq.
Agency Attorney

EXHIBIT "A"

BID DOCUMENT NO. 2023-017

612 N 25th STREET

On file w/ City Clerk

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5308732 OR BOOK 5116 PAGE 2672, Recorded 03/07/2024 09:07:18 AM Doc Tax: $35.00

This instrument prepared by:
Sara Hedges, City Attorney
City of Fort Pierce
100 N. U.S. 1
Fort Pierce, FL 34950

Parcel I.D. No.: 2404-710-0067-000-3
Consideration: $5,000.00

QUIT-CLAIM DEED

(THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION)

THIS QUIT-CLAIM DEED is executed this 22 day of February, 2024, by **FORT PIERCE REDEVELOPMENT AGENCY,** a Dependent Special District of the City of Fort Pierce, Florida, having an address of 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("**Grantor**"), to **LARRY LEE JR AND FAMILY LLC,** a Florida Limited Liability Company ("**Grantee**"), having an address of 7936 Saddle Brooke Drive, Port St. Lucie, FL 34986.

W I T N E S S E T H:

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

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

NOTWITHSTANDING THE FOREGOING, pursuant to that certain City of Fort Pierce Bid No. 2023-017, by and between Grantor and Grantee (a copy of which is on file with the City Clerk), if Grantee fails to complete the improvements as described therein in compliance with the Code of Ordinances of the City of Fort Pierce or violates, breaches, or fails to comply with the Surplus Property Agreement entered into on November 14, 2023 and recorded in the Public Records of St. Lucie County at Book 5072, Page 2673-2678 (a copy of which is also on file with the City Clerk), in any manner, then Grantor, its successors and assigns, shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its successors and assigns.

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

THIS QUIT-CLAIM DEED is subject to all matters and encumbrances of public records, including but not limited to easements, other interests of the Grantor or other third parties which may touch and concern the Property, and the Surplus Property Agreement executed on November 14th, 2023 and recorded in the Public Records of St. Lucie County at Book 5072, Page 2673-2678 (a copy of which is also on file with the City Clerk).

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

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

Signed, sealed and delivered
in the presence of:

Print: Tina Rel
Address: Fort Pierce
100 N. US Hwy 1, Fort Pierce, FL 34950

Print: Linda Cox
Address: Fort Pierce
100 N. US Hwy 1, Fort Pierce, FL 34950

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

By: Linda Hudson
Name: Linda Hudson
Title: Chairperson

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 day of February, 2024, by Linda Hudson, as Chairperson of the FORT PIERCE REDEVELOPMENT AGENCY, a Dependent Special District of the City of Fort Pierce, Florida, on behalf of said agency, who is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

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

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

EXHIBIT A
(The Property)

LOT 11, LESS THE WEST 5 FEET, BLOCK 3, ELDORADO SUB-DIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 2, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

From: Larry Lee Jr
To: Miriam Garcia
Subject: Re: Update 612 N 25th ST
Date: Tuesday, September 17, 2024 9:22:28 AM

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To: Fort Pierce Redevelopment Agency
From: Larry Lee Jr

Dear FPRA Board,
I am requesting a 90 days extension for me to apply for my building permit. I have an agreement with Fenced In Fence Company to build the fence for the Village Keepers Garden of Hope. I will also be contracting with a Well Drilling Company to install a deep well to provide water for the plants. This project will be a beautiful botanical garden. If needed I can provide further information on the Nursery that has agreed to help provide the trees and plants. I made some changes in the project that provides a concrete block stuccoed wall on the rear of the property that will display Highwaymen Art. Once the Garden is completed I am donating it to the Boys and Girls Clubs of St Lucie to own and operate. Will Armstead CEO of the Boys and Girls Clubs of St Lucie County has agreed to take ownership. This project is one of many that I am working on to help beautify Martin Luther King Jr Blvd. I appreciate your support of this project and it will be something that all of you as well the citizens of Fort Pierce will be proud of.

Sincerely,
Larry Lee Jr

Sent from my iPhone

> On Sep 17, 2024, at 8:22 AM, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:
>
> Good morning, Mr. Lee,

Can you please provide me the timeline extension that you would like to for the **A. Applications for Approvals & Building Permit?** How much additional time are you requesting to submit an application for permits?
Please submit your letter today so that I can submit it to the City Attorney for her review to amend the agreement.

4. DEVELOPMENT TIMELINE.

A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS**
Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the applicable jurisdiction, within 180 calendar days of the conveyance of title to the Real Property to Grantee.

B. COMMENCEMENT OF CONSTRUCTION
Grantee shall commence construction within 120 calendar days of receiving the required approvals and building permits.

C. **CERTIFICATE OF OCCUPANCY**
Grantee shall obtain a Certificate of Occupancy within N/A for neighborhood park 180 calendar days of the issuance of required approvals and building permits.

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
Office: 772-467-3786
mgarcia@cityoffortpierce.com

From: Miriam Garcia
Sent: Thursday, September 12, 2024 11:16 AM
To: Larry Lee Jr <larry.lee.jr51@gmail.com>
Subject: RE: Update 612 N 25th ST

Good morning, Mr. Lee,

As the deadline for the permit application was August 22, 2024, please submit a letter to the FPRA Board requesting an extension and an amendment to the agreement to allow for the development of the Village Keepers Garden of Hope.

I will place this request on the agenda for the October meeting. In the meantime, could you please let me know how much additional time you would like to request for submitting the building permit? This information will assist me in drafting the amended agreement for the City Attorney's review.

Thank you, and I look forward to your response.

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
Office: 772-467-3786
mgarcia@cityoffortpierce.com

-----Original Message-----
From: Larry Lee Jr <larry.lee.jr51@gmail.com>
Sent: Thursday, September 5, 2024 11:50 AM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Update

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opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Mariam,
I am going to send you a series of emails updating you on the progress of the Village Keepers Garden of Hope. The attached is my unified survey joining the two lots.

Larry Lee Jr.

Sent from my iPhone
<612 N 25th St - Surplus Property Executed Agreement.pdf>

From: Larry Lee Jr
To: Miriam Garcia
Subject: Re: 612 N 25th St - Surplus Property Extension Request
Date: Friday, November 22, 2024 10:38:15 AM

City of Fort Pierce

Warning: The sender larry.lee.jr51@gmail.com might be a spam sender.
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Good morning Mariam. The 180 day extension would be a great help. Also is Paul Thomas can't be at the meeting can I meet with him maybe one day next week with an Idea to move the project forward.

Thanks
Larry

Sent from my iPhone

> On Nov 21, 2024, at 5:02 PM, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:
>
> Hi Mr. Lee,
> Should we request a 180-day extension instead of the 120 days? That will extend your deadline until February 16, 2025.
>
> Have you spoken to Paul Thomas, the Building Director, regarding him being at the meeting in December? If not, I can request that he be there, I just don't know what his availability is.
>
> Kindest regards,
>
> <image001.png>
> **Miriam Garcia, FRA-RP**
> **Redevelopment Specialist**
> **City Manager's Office • City of Fort Pierce**

100 N U.S. 1 Fort Pierce, FL 34950
Office: 772-467-3786
mgarcia@cityoffortpierce.com
<image002.png>

<image003.png>

<image004.png>

<image005.png>

From: Larry Lee Jr <larry.lee.jr51@gmail.com>
Sent: Thursday, November 21, 2024 4:35 PM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Re: 612 N 25th St - Surplus Property Extension Request

City of Fort Pierce
Warning: The sender @larry.lee.jr51@gmail.com might be a spam sender.
This is SPAM: Block Not a Spam Sender
powered by Graphus®
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Mariam,

I am trying to find a land planner that can help me with this project. Everyone is so busy and because this is a small project they have larger projects that's occurring their time. I have a call into another contractor and suppose to meet with him next week. My thought is if I can attend the FPRA Meeting and present a plan that I think can move the project forward. I believe I have a way to move the project because as for the permit process the fence has been given a deposit and is ready to file for a fence permit. The wall at the rear of the property has been engineered and designed and the contactor is read to build it. I would like to have the opportunity to meet with the Board with the Head of the building department.

Thanks
Larry Lee Jr

Sent from my iPhone

> On Nov 21, 2024, at 3:57 PM, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:
>
> Good afternoon, Mr. Lee,
>
> I hope this message finds you well. I am following up on my previous email regarding the permit deadline extension for 612 N 25th Street.
>
> As noted, it's critical to finalize a realistic timeline for inclusion in the resolution and amended agreement. If the proposed December 18, 2024, deadline is not feasible, please provide an updated timeline for submitting your applications for the necessary required approvals and permit applications. This will help ensure we avoid the need for additional extensions.
>
> If you have any questions or need further clarification, please don't hesitate to reach out. Your input is crucial as we prepare for the meeting.
>
> Thank you, and I look forward to your response at your earliest convenience.
>
> Kindest regards,
>
> <image001.png>
>
> **Miriam Garcia, FRA-RP**
> **Redevelopment Specialist**
> **City Manager's Office • City of Fort Pierce**
> 100 N U.S. 1 Fort Pierce, FL 34950
> Office: 772-467-3786
> mgarcia@cityoffortpierce.com
> <image002.png>
>
> <image003.png>
>
> <image004.png>

From: Miriam Garcia
Sent: Tuesday, November 19, 2024 4:40 PM
To: larry.lee.jr51@gmail.com
Subject: 612 N 25th St - Surplus Property Extension Request

Good afternoon, Mr. Lee,

I'm following up on our recent conversation regarding the permit deadline extension for 612 N 25th St. The FPRA Board has requested your presence at the upcoming meeting on December 10th, 2024. I've sent you a calendar invite for the meeting.

We'd like to propose a realistic extension period to include in the resolution and amended agreement. To recap, the property was sold on February 22, 2024, and the original permit application deadline was August 22, 2024. The current extension request allows for an additional 120 days from August, setting the new deadline as December 18, 2024.

As we prepare to add this to the agenda, I want to ensure the proposed timeline is realistic. If the December 18, 2024, deadline is not achievable, please provide a realistic timeline for meeting the requirement to apply for all necessary approvals, building permits, and other required permits.

It's essential to avoid returning to the FPRA Board should the December 18, 2024, deadline not be met.

Please let me know your thoughts so that the City Attorney can prepare the resolution and amended agreement.

Kindest regards,

Miriam Garcia, FRA-RP

Redevelopment Specialist
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
Office: 772-467-3786
mgarcia@cityoffortpierce.com

FIRST AMENDMENT TO THE SURPLUS PROPERTY SALE AGREEMENT

THIS FIRST AMENDMENT TO THE SURPLUS PROPERTY SALE AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____2024, by and between the FORT PIERCE REDEVELOPMENT AGENCY ("FPRA"), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. US Highway 1, Fort Pierce, Florida 34950 ("City") and LARRY LEE JR AND FAMILY, LLC, whose mailing address is 7936 Saddlebrook Drive, Port St. Lucie, FL 34986 ("Grantee"), collectively the "Parties".

WITNESSETH:

WHEREAS, on November 14, 2023, pursuant to FPRA Resolution No. 23-05, the Parties entered into the Agreement for the sale of real property located at 612 North 25th Street, Fort Pierce, FL 34947; and

WHEREAS, the Agreement included a Development Timeline for which the Grantee was required to develop a neighborhood park called Village Garden of Hope; and

WHEREAS, the Grantee was required, pursuant to the Application for Approvals and Building Permits section of the Development Timeline in the Agreement to apply for any and all required approvals, building permits, and all other permits required within 180 calendar days of the conveyance of the title to the real property to Grantee as required by the Development Timeline in the Agreement; and

WHEREAS, the Grantee failed to apply for the required approvals, building permits, and all other permits required within 180 calendar days of the conveyance of title; and

WHEREAS, the Grantee has requested an extension of 180 days to apply for all required approvals, building permits, and all other permits, as required under the Applications for Approvals and Building Permits section of the Development Timeline in the Agreement.

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

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Amendment shall become effective immediately upon the date written above, following the final signature of the Parties.

3. **Development Timeline.** The Development Deadlines shall be amended to read as follows:

A. APPLICATIONS FOR APPROVALS AND BUILDING PERMITS

Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the applicable jurisdiction, within 300 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

4. **No Further Amendments.** Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

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

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

(REMAINDER OF PAGE INTENTIALLY LEFT BLANK)

GRANTEE WITNESSES:

By: _____

Print Name: LaTasha Hoskins Lee

Address: 7936 Saddlebrook Dr, Port St Lucie FL 3

By: _____

Print Name: Alice E. Lee

Address: 7936 Saddlebrook Dr, Port St Lucie FL

GRANTEE:

Sign: _____

Print Name: ~~Larry Lee, Jr~~

Title: Managing member, Larry Lee, Jr LLC

Date: 12/5/2024

FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Linda Hudson, Chairwoman

Date: _____

ATTEST:

_____

Linda W. Cox, Agency Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara K. Hedges, Esq.
Agency Attorney

FPRA RESOLUTION NO. 24-05

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING OR DENYING AN AMENDMENT TO THE SURPLUS PROPERTY SALE AGREEMENT AT 612 NORTH 25TH STREET RELATED TO A REQUEST FOR AN EXTENSION OF TIME, TO INCLUDE ANY NECESSARY LITIGATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 14, 2023, pursuant to FPRA Resolution No. 23-05, the Fort Pierce Redevelopment Agency ("FPRA") and Larry Lee Jr and Family, LLC ("Grantee") entered into the Surplus Property Sale Agreement ("Agreement") for the sale of real property located at 612 North 25th Street, Fort Pierce, FL 34947 ("Property"); and

WHEREAS, the Agreement was filed in the Official Records for St. Lucie County at Book 5072, Page 2673; and

WHEREAS, the Agreement included a Development Timeline for which the Grantee was required to develop a neighborhood park called Village Garden of Hope; and

WHEREAS, the Grantee was required, pursuant to the Application for Approvals and Building Permits section of the Development Timeline in the Agreement to apply for any and all required approvals, building permits, and all other permits required within 180 calendar days of the conveyance of the title to the real property to Grantee as required by the Development Timeline in the Agreement; and

WHEREAS, the Grantee has failed to apply for the required approvals, building permits, and all other permits required within 180 calendar days of the conveyance of title; and

WHEREAS, the Agreement and the Quit Claim Deed include the City's right of Reverter to re-enter and retake the Property upon a material breach of the Agreement, as determined by the FPRA in its sole discretion; and

WHEREAS, pursuant to the Agreement, upon such re-entry, all right, title, and interest of the Grantee in the Property shall cease and revert immediately to the City and the Purchase Price shall be forfeit to the FPRA; and

WHEREAS, the Grantee has requested an extension of 180 days to apply for all required approvals, building permits, and all other permits, as required under the Applications for Approvals and Building Permits section of the Development Timeline in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The FRPA hereby:

☐ GRANTS the Grantee's request for an extension of time and authorizes execution of the First Amendment to the Agreement, attached hereto as Exhibit 1.

☐ DENIES the Grantee's request for an extension of time due to a material breach of the Agreement based on the Grantee's failure to

comply with the material term(s) of the Agreement and hereby authorizes and directs the City Attorney, or their designee, to exercise the Reverter under the Agreement and Quit Claim Deed by any and all legal means necessary, to include the initiation of litigation, if necessary.

SECTION 3. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 20__.

_____
LINDA HUDSON, CHAIR

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Miriam Garcia, Redevelopment Specialist

FROM: Sara Hedges, City Attorney SH

RE: 612 N 25th St - Amendment to Surplus Property Sale Agreement

CAO RLS FILE: RLS 24-374

DATE: September 27, 2024

I have reviewed the above Request for Legal Services (RLS) related to your request for an Amendment to the Surplus Property Sale Agreement be drafted to grant an additional 90 days for the Grantee to apply for required approvals and permits. I have drafted such and uploaded it to Agenda Quick for your utilization. It is approved as to form and correctness.

I would recommend a Resolution authorizing the execution of the Reverter to reclaim and retake the property also be drafted and presented to the FPRA Board, as that option also exists. If you would like me to prepare such, please let me know.

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

Thank you.
SH

FPRA Regular Meeting - 5:05 p.m. **8. c.**

Meeting Date: December 10, 2024

Re: Approval to amend Exhibit A "Rates & Services Addendum" to the May 14, 2024 Master Services Agreement with BEEFREE with one of the options provided

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

Discussion and direction to amend Exhibit A "Rates & Services Addendum" to the Master Services Agreement with BEEFREE to add a sixth vehicle until either May 10, 2025, September 30, 2025, or for the remaining term of the contract.

SUMMARY:

At the November 12th FPRA meeting, the FPRA Board approved adding a sixth vehicle to the Freebee fleet to address increased demand, particularly during the holiday season. Staff, in coordination with the City Attorney, is presenting the FPRA Board with three options for the amendment to Exhibit A "Rates & Services Addendum" agreement.

Each option provides a different timeframe and cost structure for the addition of the sixth standard vehicle. Here are the details for each option:

1. **Option 1: December 11th, 2024 – May 10th, 2025**
    - **Vehicle Addition**: A sixth vehicle will operate from December 11th, 2024 to May 10th, 2025.
    - **Monthly Cost**: The monthly cost will increase from $40,000 to $50,833.
    - **One-time Fees**:
        - $1,500 for the vehicle wrap
        - $1,250 for the installation of the charging station
2. **Option 2: December 11th, 2024 – September 30th, 2025**
    - **Vehicle Addition**: A sixth vehicle will operate for the remainder of the fiscal year, through September 30th, 2025.
    - **Monthly Cost**: The monthly cost will increase from $40,000 to $50,833.
    - **Prorated First Month**: The first month of the additional vehicle will be prorated based on the number of days of use.
    - **One-time Fees**:
        - $1,500 for the vehicle wrap
        - $1,250 for the installation of the charging station will be waived
3. **Option 3: Remainder of the Contract Term**
    - **Vehicle Addition**: A sixth vehicle will operate for the remainder of the contract term.
    - **Monthly Cost**: The monthly cost will increase from $40,000 to $50,250.
    - **Prorated First Month**: The first month of the additional vehicle will be prorated based on the number of days of use.
    - **One-time Fees**: The following fees will be waived, $1,500 for the vehicle wrap

and the $1,250 for the installation of the charging station.

RECOMMENDATION:

Approval to amend Exhibit A "Rates & Services Addendum" to the May 14, 2024 Master Services Agreement with BEEFREE with one of the options provided

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Amount:	TBD

OTHER INFORMATION:

The fiscal impact will be determined based on the option selected.

Attachments

Executed May 14, 2024 Master Service Agreement with BEEFREE
City Attorney Memo 11.26.2024
Amendment to Exhibit A Rates & Services Addendum - Service for 5 months
Amendment to Exhibit A Rates & Services Addendum - Remainder of the Contract Term
Amendment to Exhibit A Rates & Services Addendum - Remainder of the Fiscal Year
Presentation

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, 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

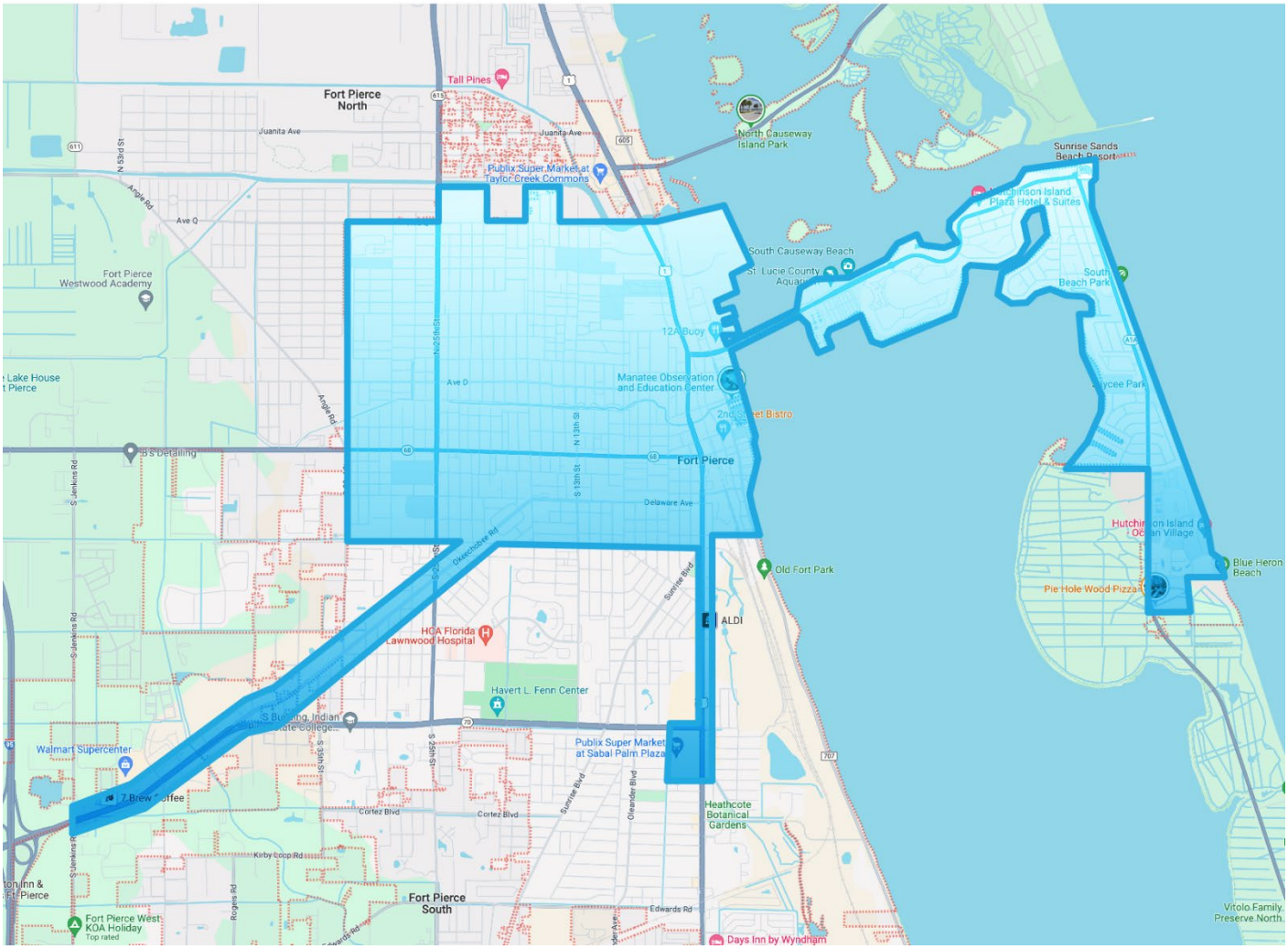


EXHIBIT C
FORT PIERCE REDEVELOPMENT AGENCY BOUNDARY MAP

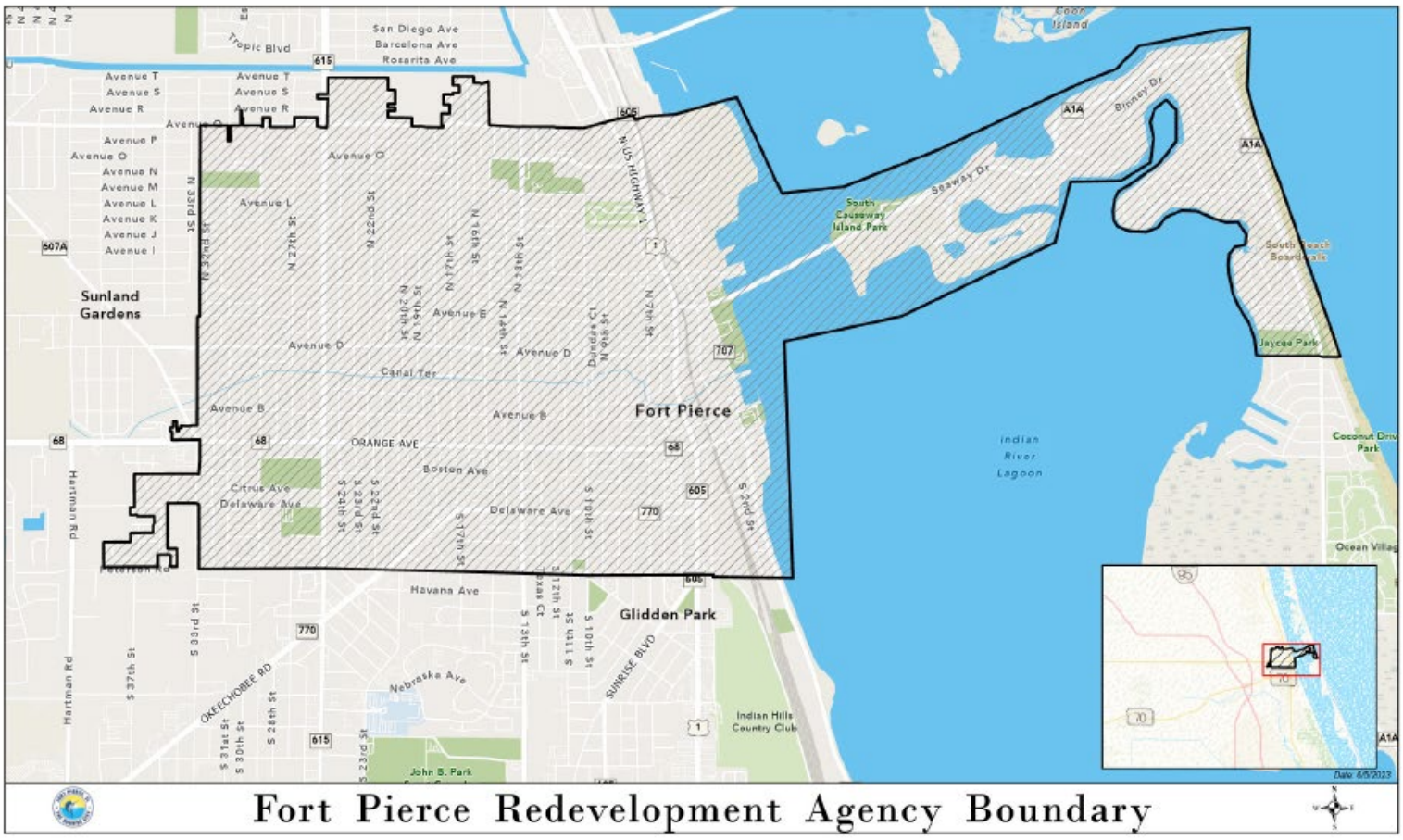


EXHIBIT D
HOURS OF OPERATION

- 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.

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: SARA DELGADO, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: AMENDMENT TO EXHIBIT A RATES & SERVICES ADDENDUM TO THE MAY 14, 2024 MASTER SERVICE AGREEMENT WITH BEEFREE

CAO RLS FILE: RLS 24-436

DATE: NOVEMBER 26, 2024

I have reviewed the above Request for Legal Services (RLS) related to an amendment of the Beefree Master Service Agreement ("Agreement"). Provided for my review were three versions of the First Amendment: an additional vehicle for five (5) months, an additional vehicle for the remainder of this fiscal year, and an additional vehicle for the remainder of the contract term. I have made the following suggested changes to the documents:

1. The drafted documents indicate this First Amendment is to provide a fifth (5th) vehicle. The Agreement is already for a total of five (5) vehicles, with one (1) being a wheelchair-accessible vehicle. This First Amendment would be to add a sixth (6th) vehicle, the fifth (5th) standard vehicle. I have made applicable changes to the documents to clarify this.
2. I have included a prorated amount due for the first month in the fiscal year and remainder of contract term versions, since the original Agreement began on the 1st of a month and the City will not be utilizing the services for an entire month.
3. I have added language into all versions of the First Amendment that Beefree originally included in the five (5) month version but did not include in all other version options.
4. I have corrected the year to 2025 where applicable in the five (5) month version.
5. The signature page has been updated to reflect required signatures for the FPRA

I have uploaded each document to Agenda Quick in a Track Changes format. Please provide the documents to Beefree for their agreement to the language. If they are accepting of all of the changes, you can "accept all" changes to create clean documents for their signature.

With all changes accepted, the three versions of the First Amendment are approved as to form and correctness.

Please note, this Agreement is also linked to an Interlocal Agreement with the County and a Grant Agreement. Prior to placing this on an agenda for the FPRA Board, you will need to confirm with the County that this amendment, no matter the version chosen, will not impact the Interlocal Agreement or the Grant Agreement. If it does, let me know immediately. If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

First Contract Amendment to Service Agreement

This amendment ("Amendment") is made and entered into as of by and between Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee.

RECITALS

WHEREAS, the Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee (the "Parties") entered into a Master Service Agreement dated May 14th, 2024 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to temporarily add a sixth (6th) vehicle to the fleet, the fifth (5th) standard vehicle, for a 5 month time period starting December 11th, 2024.

NOW, THEREFORE, the Parties agree as follows:

1. **Amendment to Fleet Size**
   The Agreement is hereby amended to include a sixth (6th) vehicle in the fleet to operate during the dates of December 11th, 2024 – May 10th, 2025.

2. **Budgetary Provision**
   The Parties agree that, with the addition of the sixth (6th) vehicle, the monthly cost will increase from $40,000 to $50,833. There will also be one-time fee of $1,500 for the vehicle wrap and a $1,250 one-time fee to install the charging station, due upon the execution of this amendment.

3. **Effect of Amendment**
   Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this First Contract Amendment as of the date first written above.

BEEFREE, LLC:

By: Jason Spiegel
Jason Spiegel (Nov 27, 2024 10:13 EST)

Jason Spiegel, Managing Partner

Date: 11/27/24

FORT PIERCE REDEVELOPMENT AGENCY:

By: _____

Linda Hudson, FPRA Chair

Date: _____

ATTEST:

_____

Board Clerk

(seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____

Board Attorney

First Contract Amendment to Service Agreement

This amendment ("Amendment") is made and entered into as of by and between Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee.

RECITALS

WHEREAS, the Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee (the "Parties") entered into a Master Service Agreement dated May 14th, 2024 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to temporarily add a sixth (6^{th}) vehicle, the fifth (5th) standard vehicle, to the fleet for the remainder of the contract term.

NOW, THEREFORE, the Parties agree as follows:

1. **Amendment to Fleet Size**
   The Agreement is hereby amended to include a sixth (6th) vehicle in the fleet to operate for the remainder of the contract term.

2. **Budgetary Provision**
   The Parties agree that, with the addition of the sixth (6th) vehicle, the monthly cost will increase from $40,000 to $50,250, with the first month of the additional vehicle being prorated for the number of days of use for that month. The one-time fee of $1,500 for the vehicle wrap and a $1,250 one-time fee to install the charging station are both waived by Beefree.

3. **Effect of Amendment**
   Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this First Contract Amendment as of the date first written above.

BEEFREE, LLC:

By: Jason Spiegel
Jason Spiegel (Nov 27, 2024 10:17 EST)

Jason Spiegel, Managing Partner

Date: 11/27/24

FORT PIERCE REDEVELOPMENT AGENCY:

By: _____

Linda Hudson, FPRA Chair

Date: _____

ATTEST:

_____

Board Clerk

(seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____

Board Attorney

First Contract Amendment to Service Agreement

This amendment ("Amendment") is made and entered into as of _____ by and between Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee.

RECITALS

WHEREAS, the Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee (the "Parties") entered into a Master Service Agreement dated May 14th, 2024 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to temporarily add a sixth (6th) vehicle, the fifth (5th) standard vehicle, to the fleet for the remainder of the fiscal year.

NOW, THEREFORE, the Parties agree as follows:

1. **Amendment to Fleet Size**
   The Agreement is hereby amended to include a sixth (6th) vehicle in the fleet to operate for the remainder of the fiscal year through September 30th, 2025.

2. **Budgetary Provision**
   The Parties agree that, with the addition of the sixth (6th) vehicle, the monthly cost will increase from $40,000 to $50,833, with the first month of the additional vehicle being prorated for the number of days of use for that month. There will also be one-time fee of $1,500 for the vehicle wrap, due upon execution of this amendment.

3. **Effect of Amendment**
   Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this First Contract Amendment as of the date first written above.

BEEFREE, LLC

By: Jason Spiegel
Jason Spiegel (Nov 27, 2024 10:14 EST)

Jason Spiegel, Managing Partner

Date: 11/27/24

FORT PIERCE REDEVELOPMENT AGENCY:

By: _____

Linda Hudson, FPRA Chair

Date: _____

ATTEST:

_____

Board Clerk

(seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____

Board Attorney

FREEBEE

Addition of a 5th Standard Vehicle

Option 1

Expansion Term

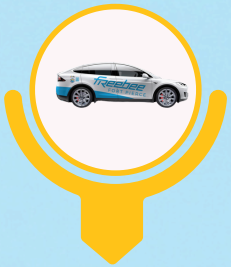
December 11, 2024 - May 10, 2025

One Time Fees

Vehicle Wrap $1,500.00
Charger Install $ 1,250.00

Vehicle Cost/Month

$10,833.00



Option 2

Expansion Term

December 11, 2024 - September 30, 2025

One Time Fees

Vehicle Wrap $1,500.00
Charger Install fee waived

Vehicle Cost/Month

$10,833.00

Option 3

Expansion Term

December 11, 2024 - End of Contract Term

One Time Fees

Fees Waived

Vehicle Cost/Month

$10,250.00

FPRA FORT PIERCE REDEVELOPMENT AGENCY

FPRA Regular Meeting - 5:05 p.m. **9. a.**

Meeting Date: December 10, 2024

Re: FPRA Programs and Activities Summary

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

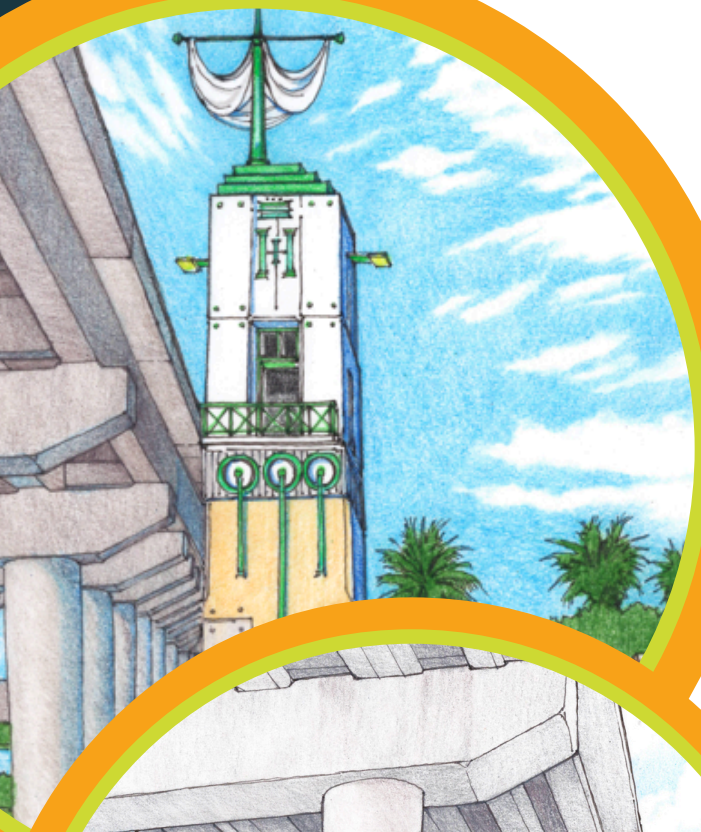
---

SUBJECT:

FPRA Programs & Activities Summary

Attachments

December FPRA Report



DECEMBER 2024

PROGRAMS & ACTIVITIES SUMMARY REPORT

FORT PIERCE REDEVELOPMENT AGENCY

FPRA FORT PIERCE
REDEVELOPMENT AGENCY

Table of CONTENTS

Western Peninsula Charrette	03
Old St. Anastasia Exterior Restoration	04
Oaks at Moore's Creek	05
Freebee	06-08
Highwaymen Museum Restoration	09
Incubate Neighborhood Center	10
Mural Program	11
Wayfinding	12
Commercial Sign Program	13-14
Paint Program	15
Parking Infrastructure Project	16
Commercial Facade Grant Program	17
Downtown Master Plan	18
Waterways Project	18
Surplus Property	19
Avenue D Model Block Project	20
Community Policing	21-23
School Resource Officers	24-25
Contact Us	26

WESTERN PENINSULA CHARRETTE

WORK-IN-PROGRESS PRESENTATION - OCTOBER 30, 2024

On Wednesday, October 30, 2024, the Treasure Coast Regional Planning Council (TCRPC) presented the work-in-progress presentation for the Western Peninsula Charrette and Master Plan. The presentation chronicled the charrette workshop held on Saturday, October 5, 2024 including the citizens' drawings and recommendations. That Saturday nearly 80 members of the public participated and provided numerous insights and suggestions that the team developed during the course of the charrette week. Key recommendations included:

The presentation included many renderings and designs that the Treasure Coast team of architects and planners developed during the charrette and continue to work on today. TCRPC anticipates submitting a draft project report in February 2025 that will describe the public outreach process and provide detail into all of the recommendations including the final findings of the Real Estate Market Study.

Master Plan Elements

- **Public uses only (including an amphitheater, an event pavilion, a splash park, and additional parking) on the FPUA wastewater treatment plant property.**
- **A continuous multi-purpose pathway connecting South Causeway Beach to Causeway Cove Marina underneath the causeway and along the perimeter of the FPUA site.**
- **Private development of 2-4 story mixed-use buildings that are well-connected to the FPUA parcel on the Causeway Cove Marina site**
- **A six-to-eight story hotel on the east side of the Causeway Cove Marina property that would include an event center and publicly available parking.**

OLD ST. ANASTASIA

The exterior restoration of Old St. Anastasia, a historic building built in 1914, has made significant progress since work began in June 2024. Innovative Masonry Restoration (IMR) has completed a substantial portion of the project, and the remaining work is now moving forward.

Roof Repairs: The roof repairs have been successfully completed. At both the front and back of the building, the roofers replaced the roof membrane and installed an adjustable drain guard at each roof drain. Additionally, they added new tapered insulation, which is crucial for improving the roof's drainage. All work was carried out in accordance with the requirements outlined in the permit, and inspections have been performed and approved.

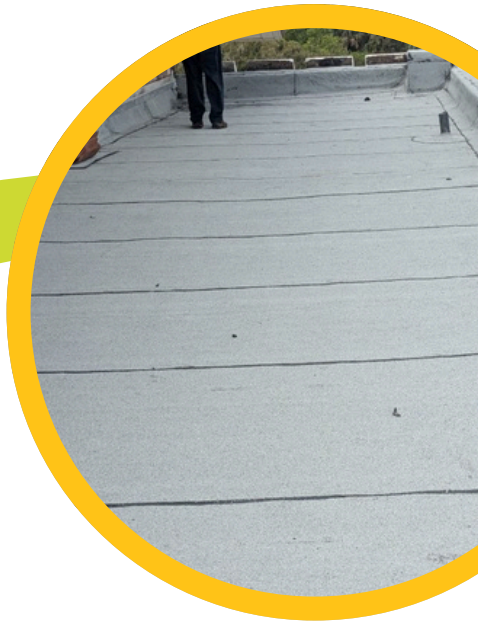
The next steps for the project are as follows:

- **Windowpane Replacement:** The glazing company has completed the measurement process for all the windows that need to be replaced. Currently, they are awaiting the arrival of the glass. Once the materials are received, the installation is expected to take place sometime in December.

The project is on track, and once these final steps are completed. The exterior of Old St. Anastasia will be restored to its full historical beauty and integrity.

AFTER

BEFORE



BUILDING 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 NOVEMBER 26, 2024

Construction of the first housing unit (lot #6/317 Means Court) is approaching the final stages. The closing on the sale of this unit with the buyer is currently scheduled for Wednesday, December 18, 2024. The buyer's lender and the Developer's title company have been communicating and coordinating the details of this transaction. Late last month, the GC began vertical construction on the next two housing units: 314 & 319 Means Ct. and work is progressing efficiently. Once completed, the first three (3) housing units would be sold to individuals in the workforce housing category (An EMT, a Police Officer, and a Veteran). Additionally, the Purchase and Sale Agreement for 318 Means Ct. has been executed and the plans are going through the permitting process.

Download the FreebeeApp!
Apple | Android

ridefreebee.com
Website

855.918.3733
Contact Us

Enjoy more of Fort Pierce with Freebee!

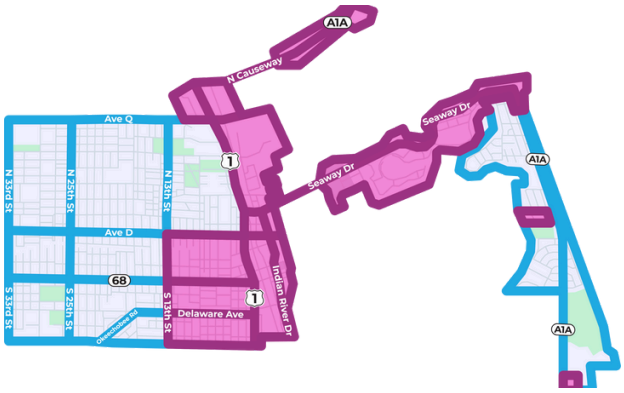
FREEBEE

Staff has been actively working to inform local businesses about the Freebee service, distributing marketing materials that they can share with their clientele. This outreach is aimed at increasing awareness and encouraging more people to utilize the service. In addition, Fort Pierce Main Street will feature a spotlight on Freebee in the December issue, which will help further promote the service to residents and visitors during this holiday season. The Freebee app will also include advertisements for Downtown events on the Carousel, giving added visibility to local happenings and boosting engagement with the app.

SERVICE HOURS

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

WAIT TIME UPDATE:
The waiting time for Freebee rides has increased recently, with the number of rides with wait times over 30 minutes rising from 635 to 916. This increase has been noted, and in response, staff will be presenting options to add an additional vehicle to the fleet at the upcoming FPRA Board meeting on December 10th. This expansion aims to address the increased demand and improve service efficiency, reducing wait times for riders.



SERVICE INFORMATION:
Coverage Areas: Inner Zone encompasses the commercial zone where Freebee rides can either start and/or end. Outer Zone 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.

RIDERSHIP REPORTS

FREEBEE

Enjoy more of Fort Pierce with Freebee!

NOVEMBER 2024

COMPLETED RIDES	TOTAL PASSENGERS	AVG AGE
3,564	4,933	

AVG DRIVER RATING: 4.86

AVERAGE TIME	Ride request to selected	Ride request to pickup
	0.73m	23.34m

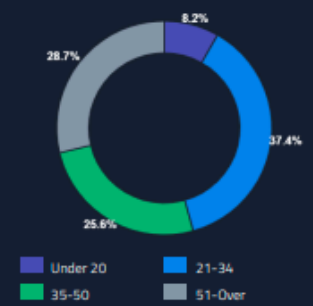
RIDES BY WAITING TIMES	0-10	10-15	15-20	20-30	30+
	Min 859	Min 524	Min 468	Min 797	Min 916

APP RIDES	FLAG DOWN RIDES	MEN DRIVEN	FEMALE DRIVEN
2,995	295	2,563	2,370

OCTOBER 2024

COMPLETED RIDES	TOTAL PASSENGERS	AVG AGE
3,769	5,054	

AVG DRIVER RATING: 4.79



AVERAGE TIME	Ride request to selected	Ride request to pickup
	0.39m	19.44m

RIDES BY WAITING TIMES	0-10	10-15	15-20	20-30	30+
	Min 1140	Min 657	Min 601	Min 736	Min 635

APP RIDES	FLAG DOWN RIDES	MEN DRIVEN	FEMALE DRIVEN
3,135	312	2,645	2,409

RIDERSHIP REPORTS

FREEBEE

Enjoy more of Fort Pierce with Freebee!

MAIN STREET FOCUS
December 2024

Freebee Announces Launch of Free Ride Services 7 Days a Week

Freebee, the innovative on-demand transportation service, is pleased to announce the launch of its 7 days a week, free ride services within the coverage areas. Residents and visitors can now enjoy complimentary rides to key destinations simply by downloading the **Freebee** app and requesting their ride.

Freebee has revolutionized local transportation by providing eco-friendly, electric vehicles that shuttle passengers within designated areas marked on the app's map. These zones encompass popular areas, making it convenient for users to travel hassle-free to restaurants, entertainment venues, shopping districts, and more.

How to Access Freebee: Download the **Freebee** mobile app, available for both iOS and Android platforms.

Request a Ride: Tap the "Request a Ride" button on the home screen of the Freebee app.

Set Pick-Up Location: Drop your pin exactly where you would like to be picked up.

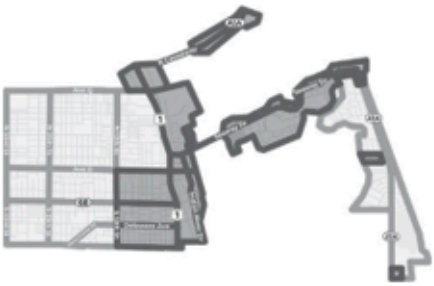
Select Your Destination: Select your destination or find the perfect spot with an awesome **Freebee** deal!

Confirm Your Ride Details: Confirm addresses and number of passengers. Confirm your ride.

Enjoy the Ride: Experience a free ride to your destination!

Coverage Areas: Inner Zone encompasses the commercial zone where **Freebee** rides can either start and/or end. Outer Zone 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: If you do not have a smartphone or would like to request additional accessibility accommodation, please call 855-918-3733. Age restriction: **Freebee's** services are exclusively available to individuals ages 18 and older.



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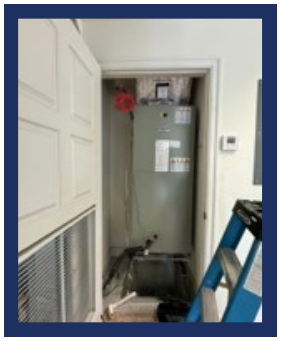
RENOVATION UPDATE

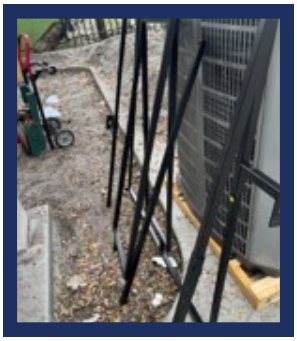
HIGHWAYMEN MUSEUM

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 has achieved significant progress with several key milestones reached. The project has seen the successful pouring of concrete for essential structural components, the installation of new HVAC equipment, and the completion of foundational plumbing and electrical work. Notably, concrete was poured for the generator pad on the north side of the building, and the entry door framing has been finalized. The concrete for the stairs has also been poured, and the underground plumbing trench has been reinforced with concrete.

Additionally, a new condenser has been installed and secured with a protective cage, while a new AC handler has been placed upstairs on the second floor. Furthermore, the coordination for the installation of the fire and alarm wiring is progressing smoothly. Overall, the project is advancing well, with essential structural and safety elements being effectively implemented.





INCUBATE NEIGHBORHOOD CENTER

INC has invested considerable effort to transform this space into a vibrant hub of inspiration and motivation. The extensive renovations focus on both functionality and aesthetics, with thoughtful design choices that encourage creativity and collaboration.

Key improvements include:

- **Enhanced Workspaces**: Redesigned office areas with open layouts and cozy nooks, promoting teamwork and focused individual work.
- **Community Areas:** New lounges and meeting rooms designed to foster connection and brainstorming, all equipped with modern technology to support collaboration.
- **Inspiring Touches:** Motivational artwork and quotes throughout the building reflect INC's values and mission, creating an environment that inspires everyone who enters.

Renovations on the first floor of the Means Ct. building are nearly complete, with only minimal work remaining before inspections can be scheduled. INC expects the first floor to open in the next couple of months. Current pending tasks at the Incubate Neighborhood Center include:

- **ADA Restrooms:** Both ADA-compliant restrooms are almost finished, with the electrician awaiting light installation before scheduling an inspection
- **Doors and Hardware:** Doors and hardware have been installed.
- **Lease Agreement Amendment:** In light of these improvements, INC is planning to bring an amendment to the lease agreement before the FPRA board at the December 10th meeting. This amendment aims to clarify and define additional responsibilities between INC and the FPRA. This adjustment will ensure that both parties have a clear understanding of their roles and obligations moving forward, particularly in relation to the new improvements and ongoing maintenance.

MURAL PROGRAM

At the November 12th FPRA meeting, both the artist and the property owner agreements were approved by the board, allowing the mural project to proceed at 607 Orange Ave. The mural will be created by the talented artist Sitki Dogan, who is set to begin work on November 29. Sitki is known for his vibrant and dynamic art, and this mural promises to be an exciting addition to the area, featuring vibrant colors, 3D effects, and creating an eye-catching and immersive visual experience for those passing by.

If you're interested in seeing the mural take shape, be sure to take a drive by 607 Orange Avenue while Sitki Dogan is painting. It's a great opportunity to witness the creative process in action.

This mural is expected to be a stunning piece of public art that will enhance the local landscape and contribute to the vibrancy of the area.

PEACOCK ARTS DISTRICT

WAYFINDING

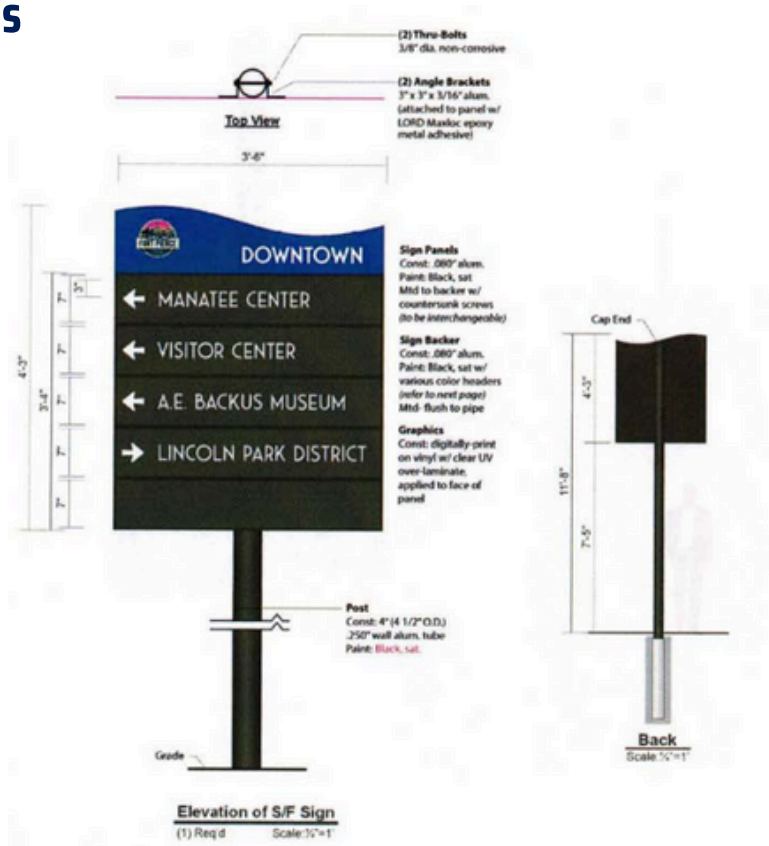
Gateway & Wayfinding Signs

In November 2023, design modifications were finalized.

Locations

In February, Locations for the Gateway signs were chosen. Staff went to take photos and took measurements.

In July, Don Bell and staff took photos and marked the locations for the wayfinding signs. The signs are currently in production.



Submittals

In March, staff submitted a conceptual submittal to FDOT for their approval to proceed with the CAF Agreement.

Wayfinding Sign Production Update

The signs are in production, and we anticipate that they will be ready for installation in approximately 15 weeks.

In the meantime, staff is actively working on finalizing the locations for the District and Parking signs to ensure everything is aligned with the overall plan. We are committed to ensuring the signs are positioned in the most effective locations for ease of use and accessibility.

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 District, the FPRA has launched the Commercial Sign Grant Program. This program encourages property owners to upgrade their signage, replacing old and outdated ones with modern and visually appealing signs. Upgrading signage is not only more aesthetically attractive for the residents and visitors in our community but also increases the brand exposure of businesses to improve the chances of new customer acquisition and repeat business.

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

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

$51,179.20
Allocated to businesses for sign upgrades

12
Businesses have been approved for reimbursement

Applications Open • Apply today!

Great News! The Commercial Sign 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).

COMMERCIAL SIGN PROGRAM

PAINT PROGRAM UPDATE

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

47
properties have been approved for reimbursement

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.

Applications Open • Apply today!

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

PARKING UPDATE

PARKING INFRASTRUCTURE

1200 Avenue D & Means Ct.

The construction contract has been approved and a pre-construction meeting has been scheduled for December 4, 2024.

JC Penney Parking Lot

The construction permit is under review for approval.

PROGRAM UPDATE

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.

Applications Open • Apply today!

Great news! The Commercial Facade 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 (cityoffortpierce.com).

PROJECT UPDATES

DOWNTOWN MASTER PLAN

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 (FPRA) and St. Lucie County have recently signed an Interlocal Agreement to advance inlet and waterway projects within the redevelopment area. This collaboration will bring mutual benefits to both parties, yielding significant economic advantages. The projects are designed to support tourism, promote recreational and commercial fishing, enhance local ecosystems, and protect vital shorelines for both residents and visitors. Potential initiatives include beach and dune restoration, the development of the Harbour Pointe Regional Boat Ramp, and various regional stormwater improvements. For each project, the parties will enter into separate agreements that outline specific project details, including scope, funding, and responsibilities.

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 soliciting 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.

1. **2403-711-0001-000-3**
   Dundas Ct - Appraised Value $22,000
2. **2404-710-0017-000-8**
   N. 22nd Street - Appraised Value $22,000
3. **2404-808-0021-000-9**
   1306 N. 16th Street - Appraised Value $22,000
4. **2404-812-0009-000-2**
   2 Avenue I - Appraised Value $20,000
5. **2404-506-0038-000-9**
   427 N. 16th Street - Appraised Value $22,000

PROJECT UPDATE

AVENUE D MODEL BLOCK PROJECT

Through a collaborative effort, St. Lucie County Government, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency (FPRA) are partnering to bring a mixed-use development, including affordable housing, to the Lincoln Park District. The proposed development site primarily consists of county-owned parcels located at the intersection of Avenue D and 7th Street.

In April 2023, the County, City, and FPRA signed an interlocal agreement and issued a Request for Information (RFI) through the County's Procurement Department to gather input from the real estate development community. The goal was to assess interest and inform the creation of a subsequent Request for Proposal (RFP).

The RFP aims to identify qualified and experienced developers to create a "Model Block" within the Lincoln Park neighborhood. The project may include a range of services such as affordable housing, retail and commercial spaces, office opportunities, a community resource and family success center, and on-site parking. The community resource center is envisioned to house St. Lucie County Community Services offices (including Housing, Human Services, and Veteran Services), as well as Women, Infants, and Children (WIC) services and the Florida Community Health Center (OB-GYN/Pediatrics).

UPDATE:
Presentations to the evaluation committee will be held in the Commission Chambers located on the 3rd floor of the Roger Poitras Annex Administration Building on Tuesday, December 3, 2024 at 9:00 a.m.

St. Lucie County received two proposals and has scheduled presentations for the evaluation committee in December 2024.

COMMUNITY POLICING

During the month of October 2024, there were a total of 16 FPRA details worked for the North 25th area from Avenue O to Avenue M . There were 49 calls for service during the detail times. Disturbances accounted for more than half of the total calls the area.

During this time 4 case reports were completed.

- Burglary in Process
- Fight
- 2 Disturbances

Table - Calls for service in North 25th Street area

Nature	Calls
DISTURBANCE	22
CLOSE PATROL	9
TRAFFIC STOP	7
FOOT PATROL	3
ASSAULT	1
BURGLARY	1
INVESTIGATION	1
FIGHT	1
PHONE MESSAGE	1
PREMISE ALARM	1
SUSPICIOUS PERSON	1
SUSPICIOUS VEHICLE	1
Total	49

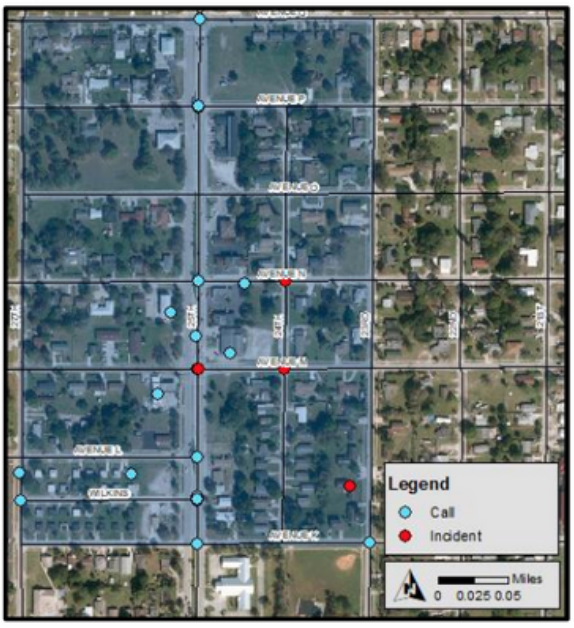
PATROL AREA

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
Sunday
6:00PM - 11:00PM

Map - Calls for service in North 25th Street area



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COMMUNITY POLICING

During the month of October 2024, there were a total of 20 FPRA details working for the Downtown area. There were 102 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.

- Assault
- Burglary
- Larceny
- 2 Traffic Violations
- 2 Vehicle Accidents

Map - Calls for service in Downtown area

Nature	Calls
CLOSE PATROL	29
VEHICLE OR TRAFFIC STOP	18
FOOT PATROL	12
DISTURBANCE	6
SUSPICIOUS PERSON	6
DRUNK OR IMPAIRED DRIVER	3
PREMISE ALARM	3
RECKLESS DRIVER	3
TRAFFIC RELATED	3
TRESPASSING COMPLAINT	3
FLAGDOWN	2
SUSPICIOUS INCIDENT	2
TRAFFIC ACCIDENT	2
ANIMAL RELATED	1
ASSAULT	1
BURGLARY	1
CONDUCT INVESTIGATION	1
FIGHT	1
JUVENILE TROUBLE	1
LARCENY	1
SICK/INJURED PERSON	1
SUSPICIOUS VEHICLE	1
UNKNOWN	1
Total	102

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

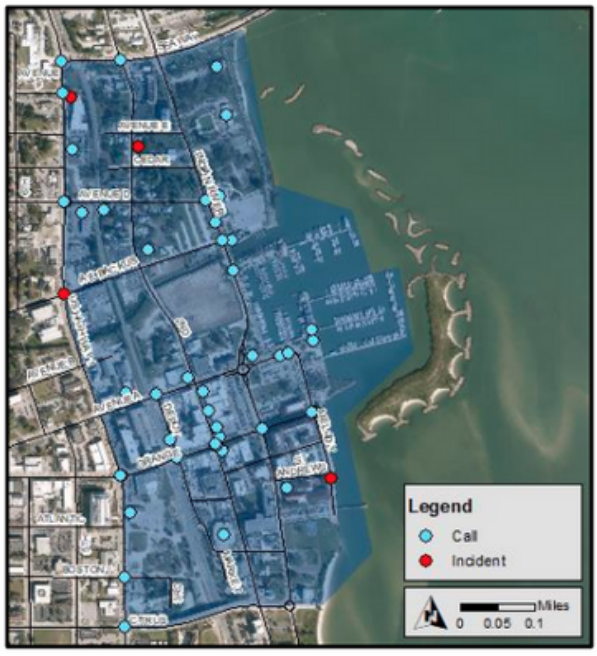
3:00PM - 9:00PM

9:00PM - 3:00AM

Sundays

8:00AM - 12:00PM

Map - Calls for service in Downtown area



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COMMUNITY POLICING

During the month of October 2024, there were a total of 12 FPRA details working for the Jetty Park area. There were 11 calls for service during the detail times.

During this time 2 case reports were completed.

- Fight
- Recovered Property

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

Table - Calls for service in Jetty Park area

Nature	Calls
CLOSE PATROL	6
SUSPICIOUS VEHICLE	2
DISTURBANCE	1
FIGHT	1
RECOVERED PROPERTY	1
Total	11

Map - Calls for service in Jetty Park area

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SCHOOL RESOURCE OFFICERS

SRO Markeis Washington
Dan McCarty Middle School

SRO M. Washington is building relationships with students at Dan McCarty Middle School as the new SRO. In the month of September SRO M. Washington participated in the student's vs staff dodgeball game and basketball game. SRO M. Washington conducted a fire drill as required by Department of Education for the month of September. She also completed three threat assessments in the month of September.

In the month of October SRO M. Washington attended the school dance and the trunk or treat event hosted at Dan McCarty Middle School. In the month of October, she also completed one threat assessment. SRO M. Washington also assisted and conducted a bomb threat drill at Dan McCarty Middle School

SRO Jorge Goz C.A. Moore

SRO J. Goz continues to be a positive role model at C.A Moore as the School Resource Officer. In the month of September SRO J Goz completed one threat assessment and investigated a suspicious incident. SRO J Goz conducted a Fire Drill at C.A Moore for the moth of September.

In the month of October SRO J Goz continues to assist the school by being part of the attendance committee at C.A Moore. As a committee member he assisted in creating an initiative for students to attend school. He created and participated in a pie in the face event for students that did not miss school for the quarter. This resulted in attendance improvement by 2.9% from the previous school year 2023. In addition, SRO J. Goz has partner with the Grace Pack organization and is helping provide food for 21 students that are listed as homeless at the school. SRO J. Goz also conducted a bomb threat drill at C.A Moore for the moth of October.

Training attended by SRO's during July

SRO Markeis Washington and SRO Jorge Goz attended Department training. SRO Jorge Goz also attended school threat assessment webinar training hosted by Secret Service. SRO Goz also attended class room training on Critical Incident Stress Management.

Due to Hurricanes Helene and Milton SRO Markeis Washington and SRO Jorge Goz also worked and assisted road patrol for the dates in September and October that Saint Lucie County closed their schools do to the weather conditions.

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.

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SCHOOL RESOURCE OFFICERS

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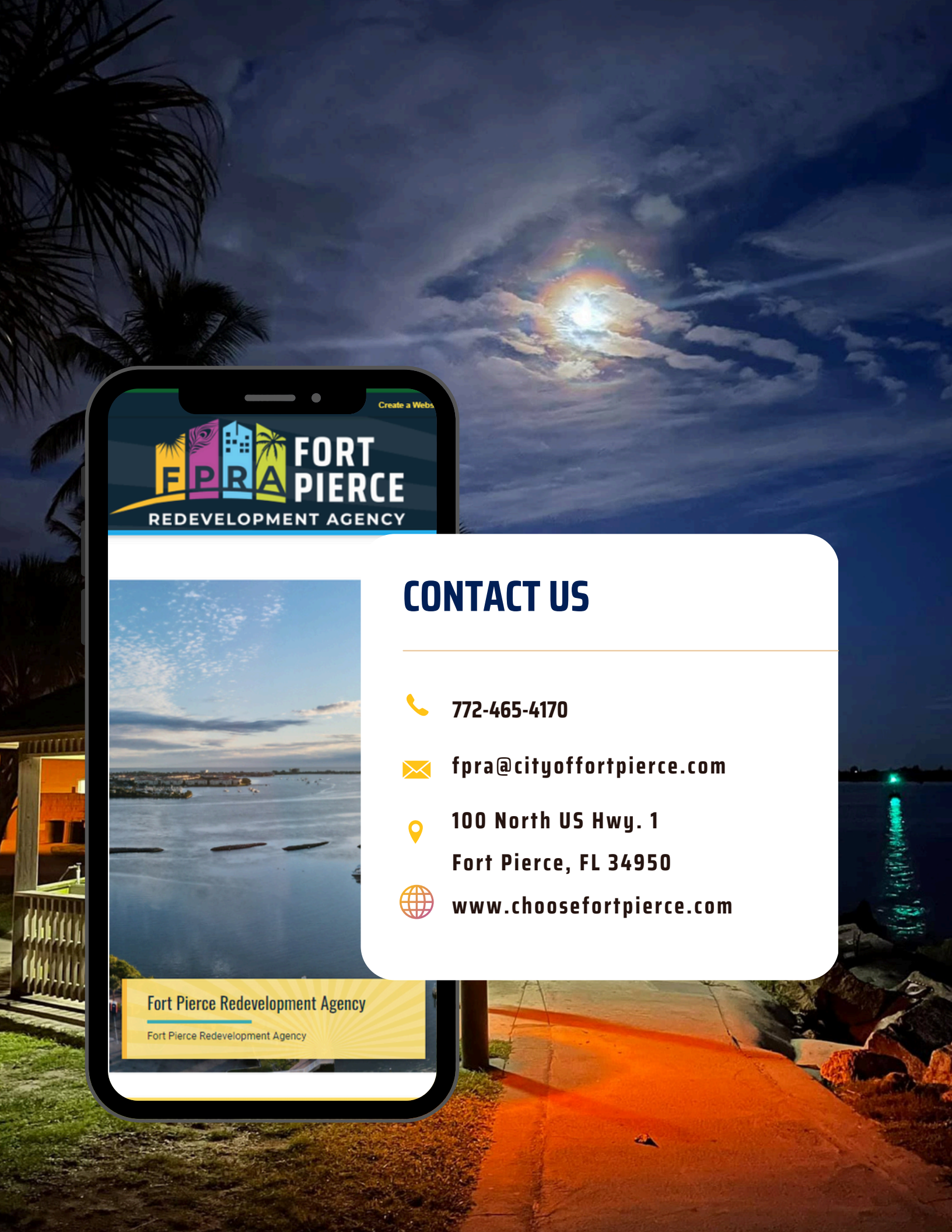

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