FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Special Meeting - Tuesday, October 21, 2025 - 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. **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, Board Members, and the Public with respect. Inappropriate language will not be tolerated.

5. **NEW BUSINESS**

A. FPRA Resolution 25-12 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

B. FPRA Resolution 25-17 Approving the Purchase of Real Property Located at 1238 Avenue D, Fort Pierce, Florida, in the Amount of $150,000.

C. Approval of First Amendment to Funding Agreement with St. Lucie County for the Delaware Avenue Intersection Improvement Project to extend the time frame for major construction to occur while school is out of session.

D. Approval of the Highwaymen Museum Artist Services Agreement with Street Art Revolution LLC in the amount of $25,000 to install a pre-selected image on the east elevation of 1234 Avenue D.

E. Review and approve CRA Advisory Committee Recommendations for Commercial Facade Grant Application for 706 S. US Hwy 1 in the amount of $25,000 — Blue Sky Property Holdings, LLC

F. Review and approve CRA Advisory Committee Recommendation for the Commercial Facade Grant Application for 2210 Orange Avenue in the amount of $25,000 — Vedex, LLC

G. Review and approve CRA Advisory Committee Recommendations for Commercial Sign Grant Application for 2001 Orange Avenue in the amount of $5,000.00

H. Review and discussion of CRA Advisory Committee Commercial Facade Application Denial Recommendations

I. Gateway Signs Update and Direction on Illumination Options

J. Approval to execute a Service Agreement between the Fort Pierce Redevelopment Agency and Mow 4 Less for FPRA Properties Lawn Mowing and Maintenance Services in the amount of $42,750.00

6. **STAFF COMMENTS**

A. October 2025 FPRA Programs & Activities Summary

7. **BOARD COMMENTS**

8. **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 Special Meeting - 5:05 PM **5. A.**

Meeting Date: 10/21/2025

Re: FPRA Resolution No. 25-12 re: King's Landing Villas - Amendment to Assigned and Assumed Development Agreement

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

FPRA Resolution 25-12 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

SUMMARY:

The City and the FPRA entered into an Agreement for Development of King's Landing with Audubon Development, Inc. (“Audubon”) on December 2, 2019 ("Original Agreement for Development"). The Agreement was amended by a First Amendment to Agreement for Development of King's Landing, dated February 3, 2020. On February 8, 2022, the Parties entered into an Amended and Restated Agreement for Development of King's Landing ("Amended and Restated Agreement") which superseded the Original Agreement for Development. The Amended and Restated Agreement was amended through a First Amendment to the Amended and Restated Agreement, dated November 21, 2022 (the "First Amendment"), a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024 (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"). On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King’s Landing Project along A.E. Backus Avenue to be developed as residential villas (the “Villas Plat Property”) from Audubon to Kings Landing Ft Pierce, LLC (the “Villas Plat Owner”). Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner. The Amended and Restated Agreement contains a Reverter to the City and the FPRA (the “Reverter”) that requires the release of the Reverter upon certain performance measures being met. The Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the Reverter, which would impact the Villas Plat Owner’s ability to obtain necessary financing. The Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property and a construction loan, which is dependent upon the release of the Reverter within ninety (90) days of closing of the construction loan. The Villas Plat Owner has requested a release of the Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement. The Amendment to Assigned and Assumed Agreement for Development of King’s Landing (Villas Plat) (the “Amendment”) reflects the amendments to terms for the Villas Plat Property only, to include the requirements for the reverter, the construction loan, future assignments and sales, and reporting. The Resolution authorizes the execution of the Amendment and the Release of Reverter by the City as to the Villas Plat Property, only.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Staff will proceed as directed.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney
Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

Richard Chess, City Manager
Villas Plat Property Owner and Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution No. 25-12

Amendment to Assigned and Assumed Amended and Restated Agreement - King's Landing Villas (Exhibit A to Resolution)

Release of Reverter (Exhibit B to Resolution)

Performance Bond (Exhibit B to Amendment to Assigned and Assumed Agreement)

Construction Loan (Exhibit D to Amendment to Assigned and Assumed Agreement)

FPRA RESOLUTION NO. 25-12

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING AN AMENDMENT TO THE ASSIGNED AND ASSUMED DEVELOPMENT AGREEMENT FOR THE VILLAS PLAT PROPERTY OF KING'S LANDING AND RELEASE OF THE FPRA'S REVERTER ON THE VILLAS PLAT PROPERTY ONLY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, on January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner"); and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHEREAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA; and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the City's Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the City's Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the vertical construction of the villas units on the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan that is dependent upon the City's release of the Reverter within ninety (90) days of closing of the construction loan; and

WHEREAS, the Villas Plat Owner has requested a release of the City's Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement; and

WHEREAS, the City and the Villas Plat Owner desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties, and obligations and to modify certain rights and obligations as to the Villas Plat Property only; and

WHEREAS, the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amendment"), attached hereto as Exhibit A and fully incorporated herein by reference, reflects the amendments; and

WHEREAS, the Release of Reverter is attached hereto as Exhibit B and fully incorporated herein by reference; and

WHEREAS, the FPRA desires to enter into the Amendment and to release the FPRA's Reverter as it relates to the Villas Plat Property only.

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 FPRA approves and authorizes the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat), attached hereto as Exhibit A and fully incorporated herein by reference.

SECTION 3. The FPRA approves and authorizes the release of the Release of Reverter as to the Villas Plat Property only, attached hereto as Exhibit B and fully incorporated herein by reference.

SECTION 4. The Chair, Agency Clerk, and Agency Attorney are hereby authorized and directed to take all actions necessary to consummate the Amendment and the Release of Reverter.

SECTION 5. 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 6. 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, AGENCY CLERK

(CITY SEAL)

APPROVED AS TO FORM

AND CORRECTNESS:

_____
SARA HEDGES, AGENCY ATTORNEY

AMENDMENT TO
***ASSIGNED AND ASSUMED* AGREEMENT**
FOR DEVELOPMENT OF KING'S LANDING (VILLAS PLAT)

THIS AMENDMENT TO THE ASSIGNED AND ASSUMED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (Villas Plat) ("Amendment") is made and entered into as of this ____ day of _____2025, by and between the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City "), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA"); and KINGS LANDING FT PIERCE, LLC a Florida Limited Liability Company (hereafter referred to as "Villas Plat Owner"), whose mailing address is 3670 Macguire Blvd. #220, Orlando, FL 32803.

W I T N E S S E T H:

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

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

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon and the City entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment")(the entire agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, all capitalized terms used in this Amendment which are not otherwise defined herein shall have the meaning assigned in the Amended and Restated Agreement; and

WHEREAS, on January 6, 2025, the City passed Resolution No.25-R05, approving the sale of a portion of the Project which is legally described as set forth on Exhibit A hereto (the "Villas Plat Property") from Audubon to the Villas Plat Owner; and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHERAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City; and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the City's Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the City's Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property, attached as Exhibit B; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the vertical construction of all villas on the Villas Plat Property, attached as Exhibit C; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan, attached hereto as Exhibit D, that is dependent upon the City's release of the Reverter within ninety (90) days of the June 12, 2025 closing of the construction loan; and

WHEREAS, the parties desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties and obligations and to modify certain rights and obligations as to the Villas Plat Property only.

NOW THEREFORE, for good and valuable consideration, the undersigned parties to this Amendment do hereby amend the assigned and assumed Amended and Restated Agreement as set forth herein:

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

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by the Villas Plat Owner, the City of Fort Pierce City Commission, and the FPRA Board, whichever is later.

3. **Applicability.** The amendments stated herein are as to the Villas Plat Property only and shall not be construed as affecting or implementing the remaining property encumbered by the Amended and Restated Agreement and applicable amendments thereto.

4. **Reverter.** Section 10(b) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

> The construction loan for the Phase 1 Villas Plat Property will be secured by a mortgage on the entire Villas Plat Property. Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Villas Plat Property, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the site work and vertical construction, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Villas Plat Property, from the encumbrance of the Reverter, which instrument will be recorded in the public record so that the construction lender will acquire a construction mortgage encumbering all of the Villas Plat Property securing the Construction Loan free and clear of the City's Reverter.

5. **Performance Bond.** Section 10(d) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

> The Villas Plat Owner shall obtain a performance bond for the construction of the site work for the Villas Plat Property that equals or exceeds the estimated cost of such construction prior to the issuance of any permits for site work. The Villas Plat Owner shall obtain a performance bond for the vertical construction of all villas on the Villas Plat Property that equals or exceeds the estimated cost of such construction prior to the issuance of any permits for any vertical construction. If any permit is extended beyond one (1) year from the date of issuance, whether by local or statutory authority, without the commencement of construction, all performance bonds shall be reviewed for updates to the estimated cost of the applicable construction, the estimated cost of which shall be reasonably agreed to by the City and the Villas Plat Owner. The performance bond shall be adjusted by the Villas Plat Owner for any increased estimated cost of construction for each performance bond. The bonds shall be in substantially the form attached hereto as **Exhibit "G"**, unless the Villas Plat Owner and the City mutually agree to a different form. Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded project.

6. **Partial Release of Reverter**. Through this Amendment, the Parties agree Section 10(b) and Section 10(d), both as amended above, of the Amended and Restated Agreement has been satisfied with respect to the Villas Plat Property. Therefore,

the City and FPRA desire to release their reversion interest in the Villas Plat Property only, pursuant to the Release of Reverter, attached hereto as Exhibit D and fully incorporated herein by reference. The Parties agree this release shall be binding upon the City and the FPRA and their successors and assigns and shall inure to the benefit of the Villas Plat Owner and its successors and assigns.

7. **Reporting Requirements.** Notwithstanding any provision in the Second Amendment to the contrary, the Villas Plat Owner shall provide quarterly Written Progress Updates to the City commencing September 1, 2025, and every three (3) months thereafter, on the first (1st) of each required month, and FPRA and shall make Progress Update Presentations before the City only if requested by the City or FPRA. This obligation of the Villas Plat Owner shall terminate upon the sale of the last lot (with a home) within the Villas Plat Property to an end-user.

8. **Individual Lot/Unit Sales.** Notwithstanding any provision in the Amended and Restated Agreement to the contrary, the requirement for prior notice to and approval by the City of any sale, conveyance, or transfer of all or any portion of the Property shall not apply to the sale, conveyance, or transfer of individual residential lots or dwelling units that are part of a duly recorded residential subdivision plat or condominium for the Villas Plat Property, where such lots or units are intended for sale to end users in the ordinary course of development and marketing of the residential community. Such transfers shall be deemed exempt from the notice and approval requirements set forth in Section 12 of the Amended and Restated Agreement. In addition, upon the sale of a platted lot within the Villas Plat Property with a home to an end-user and upon a Certificate of Occupancy being issued, the Amended and Restated Agreement shall automatically terminate with respect to such lot and the Villas Plat Owner shall be entitled to record an affidavit, with the Certificate of Occupancy attached, in the public records confirming that the transfer of the lot was with an end-user with a home and any title company insuring title to such lot may rely upon such affidavit for purposes of deleting the Amended and Restated Agreement from title. Should a unilateral affidavit not be accepted by the title company, the City Commission and FPRA Board authorize the City Manager and FPRA Director and the City Attorney and the Agency Attorney, respectively, to review, approve, and execute an affidavit for purposes of deleting the Amended and Restated Agreement from the title, so long as the Certificate of Occupancy is attached and all requirements herein have been met.

9. **Future Assignment/Transfer Prior to Completion.** Section 12 of the Amended and Restated Agreement is amended to require any future assignment or transfer of the Villas Plat Property through a sale, ground lease, or joint venture agreement prior to completion of the entire Project shall require at least thirty (30) days' written notice to the City with sufficient information for the City to review and approve, in its reasonable discretion, consistent with the requirements and diligence of its original award under RFQ No. 2019-003.

10. **Notice.** Any notices to be given with respect to Live Oak Holdings Group as to this Agreement or the Amended and Restated Agreement shall be in the same manner as provided in Paragraph 20 of the Amended and Restated Agreement to:

    To Villas Plat Owner:

    INB Homes
    3670 Maguire Blvd., Suite 220
    Orlando, Florida 32830
    Attn: Rainer Richter, Executive Vice President
    E-mail: R.Richter@inbhomes.com

    With a copy to:

    GODBOLD, DOWNING, BILL & RENTZ, P.A.
    222 W. Comstock Ave., Suite 101
    Winter Park, FL 32789
    Attention: Travis Rentz
    Email: trentz@gdb-law.com

11. **No Further Amendment of Amended and Restated Agreement.** Except as explicitly and specifically amended by this Amendment, the Amended and Restated Agreement shall remain in full force and effect and binding upon the Villas Plat Owner.

12. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shal1 bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

    [Remainder of page intentionally left blank – signature pages to follow]

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

WITNESSES:

"Villas Plat Owner"

KINGS LANDING FT PIERCE, LLC, a Florida limited liability company

By: _____
Print Name: _____
Address: _____

By:_____
Print Name:_____
Title: _____

By: _____
Print Name:_____
Address: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025,
by_____ as _____ for KINGS LANDING FT PIERCE, LLC, a Florida limited liability company. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

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

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

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

Exhibit A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

_____ [Space Above This Line For Recording Data] _____

RELEASE OF REVERTER
TO ASSIGNED AND ASSUMED AMENDED AND RESTATED
AGREEMENT FOR DEVELOPMENT OF KING'S LANDING
VILLAS PLAT PROPERTY

Date: August 12, 2025

Parties:

"**City of Fort Pierce**" is the City of Fort Pierce, a Florida municipal corporation, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

"**FPRA**" is Fort Pierce Redevelopment Agency, a community redevelopment agency establish pursuant to Florida Statutes Chapter 163, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

BACKGROUND

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

B. The City, the FPRA, and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County which superseded the Original Agreement for Development.

C. Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment").

D. Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

E. On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner").

F. Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner.

G. The Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA (the "Reverter").

H. The Amended and Restated Agreement required the release of the Reverter upon certain performance measures being met.

I. The Amended and Restated Agreement was amended through an Amendment to the Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amended Assigned and Assumed Agreement (Villas Plat)"), which *inter alia* amended the performance bond and construction loan requirements for the Villas Plat Property, as described in the legal description attached hereto at Exhibit A and incorporated herein by reference, to allow the release of the Reverter as it relates to the Villas Plat Property only.

J. The City approved Resolution No. 25-R51 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

K. The FPRA approved Resolution No. 25-12 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

NOW THEREFORE, for the premises above stated and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. The City hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

2. The FPRA hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

3. Except as set forth above, the Amended and Restated Agreement and the Amended Assigned and Assumed Agreement (Villas Plat) are hereby reaffirmed in all respects and remains in full force and effect.

4. This instrument may be executed in counterparts, each of which when taken together with constitute one and the same instrument.

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

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

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

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

Exhibit A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

SURETY BOND PROFESSIONALS INC.
YOUR BOND PARTNER

PERFORMANCE AND/OR PAYMENT BONDS ATTACHED

Attached, please find the Performance and/or Payment Bonds that you've requested. Please review these for accuracy and be certain to sign, seal, and witness as appropriate.

PLEASE NOTE that in some instances you will have to fill in the date on the bond and on the power of attorney. This is left blank intentionally as in certain cases the owner/obligee may want to fill such in themselves.

We greatly value the relationship we have established so if we can lend our support or assistance at any point in the future, do not hesitate to contact us.

If you know anyone who might benefit from our bonding services, please let us know or provide them with our contact information.

Thank you!

1661 WORCESTER ROAD, SUITE 207, FRAMINGHAM, MA 01701
PHONE: 781-559-0568 | FAX: 781-559-0569 | SURETYBONDPROFESSIONALS.COM

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Dual Obligee Rider

This Rider is to be attached to and forms a part of Bonds Number GSA01800147
(hereinafter individually referred to as "Performance Bond" or Payment Bond and collectively referred to as "Bonds")
issued by, The Gray Casualty & Surety Company, as Surety, on the 28 day of March ,2025

WHEREAS, the Principal and the Surety executed and delivered to said Primary Obligee the Bonds in connection with the contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety to executed and deliver this Rider.

NOW, THEREFORE, the undersigned hereby agree and stipulate that **City of Fort Pierce** shall be added to the Bond as a named Obligee
(hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety Shall not be liable under the Bonds to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. All the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.
3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Obligees), and persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment bond; the Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed and sealed this 28 day of March, 2025.

Principal: INB Homes
By: _____
Print: RAINER RICHTER

Surety: The Gray Casualty & Surety Company
By: _____
Print: Mark D. Leskanic, Attorney-in-Fact

Primary Obligee: Kings Landing Ft. Pierce, LLC
By: _____
Print: RAINER RICHTER

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA01800147 **Principal:** INB Homes

Project: 22-310 - Villas at Kings Landing - Site Work

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Natick, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bond Number: GSA01800147

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
INB Homes
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

SURETY:
(Name, legal status and principal place of business)
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009 - 6202

OWNER:
(Name, legal status and address)
Kings Landing Ft. Pierce, LLC
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

CONSTRUCTION CONTRACT
Date: , 2025

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Description:
(Name and location)
22-310 - Villas at Kings Landing - Site Work

BOND
Date: March 28th , 2025
(Not earlier than Construction Contract Date)

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Modifications to this Bond: ☐ None ☑ See Section 16

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
INB Homes
Signature:
Name and Title: Rainer Richter EVP

SURETY
Company: *(Corporate Seal)*
The Gray Casualty & Surety Company
Signature:
Name and Title: Mark D. Leskanic, Attorney-In-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Surety Bond Professionals, Inc.
1661 Worcester Road, Suite 207
Framingham, MA 01701

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Dual Obligee Rider

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Docusign Envelope ID: B975F502-852F-4F95-9776-4302F86A8EE0

THIS IS A COPY
This is a copy view of the Authoritative Copy held by the designated custodian

Loan No.: G25018254

CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT (this "**Agreement**") is entered into as of 6/12/2025 (the "**Closing Date**") by KINGS LANDING FT PIERCE LLC, a Florida limited liability company ("**Borrower**"), and GENESIS CAPITAL, LLC, a Delaware limited liability company ("**Lender**").

R E C I T A L S

A. Borrower has requested that Lender make a loan to it in the aggregate principal amount of up to $6,417,600.00 (the "Loan").

B. Lender is willing to make the Loan to Borrower subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, Lender and Borrower hereby agree as follows.

1. CERTAIN DEFINITIONS. Capitalized terms not otherwise defined in the body of this Agreement shall have the meanings set forth in the definitions exhibit attached hereto as Exhibit A.

2. LOAN; GENERAL.

2.1 Loan. Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower and Borrower agrees to borrow the principal sum of $6,417,600.00 said sum to be evidenced by the Note and which shall be repaid in accordance with the terms of the Note and the other Loan Documents. The Loan is not a revolving credit line, and no payments or credits shall increase the maximum amount of advances available from the Loan.

2.2 Purpose. Amounts disbursed to or on behalf of Borrower pursuant to the Note shall be used for the construction of the Property and the Project and for such other purposes and uses as may be permitted under this Agreement and the other Loan Documents.

2.3 Grant of Security Interest in Property. The Note shall be secured, in part, by the Security Instrument encumbering certain real property and improvements as described therein.

2.4 Advances.

(a) **Initial Advance**. Subject to the provisions of this Agreement, upon written request by Borrower, pursuant to Section 3.1 below, Lender shall make the Initial Advance to Borrower on the Closing Date.

(b) **Construction Advances**. Subject to the provisions of this Agreement, upon written request by Borrower, Lender shall make a Construction Advance to Borrower, from time to time, within two (2) Business Days after all

COPY VIEW

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conditions precedent to making a Construction Advance (including those set forth in Sections 3.1 and 3.2 below), have been met.

(c) **Limitations**.

(i) Notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of all Advances at any one time outstanding (with the exception of any Protective Advances (as hereinafter defined)) shall not exceed the amount of the Loan, and in no event shall the total Committed Loan Funds, as of such date of determination, exceed the maximum amount of the Loan.

(ii) Unless otherwise permitted by Lender, Advances shall be made (if at all) not more frequently than one (1) time in any calendar week and in a manner consistent with this Agreement and the Loan Budget.

(iii) In no event shall Lender be obligated to make Advances in excess of the percentage of construction completed as certified by Lender's inspector. The maximum amount of advances which Borrower may request for the Project or for any component or phase thereof shall be as set forth in the Loan Budget.

(iv) If required by Lender in its sole and absolute discretion, all Advances shall be made into an account of Borrower that is subject to the Deposit Account Control Agreement.

(v) Lender shall not be obligated to disburse Loan proceeds for the payment of any cost if the amount of such cost, together with the amounts of other costs included within the same "line-item" in the Loan Budget for which requests for advances have previously been submitted and approved, exceeds the amount set forth in the Loan Budget for such line-item, unless Borrower furnishes to Lender documentary evidence satisfactory to Lender that any such excess cost is offset by a reduction, in nature satisfactory to Lender, of at least an equal amount in another line-item in the Loan Budget, and Lender approves a revision to the Loan Budget.

2.5 Loan Fees and Expenses. A non-refundable loan fee of 1.00% of the maximum principal amount of the Note as of the date hereof shall be earned by Lender upon execution of the Loan Documents and shall be due and payable by Borrower on the date hereof. In addition, Borrower shall pay to Lender, on the date hereof, those certain amounts referenced in the settlement statement approved by Lender in connection with the closing of the Loan.

2.5.1 Multiple Units. If the Property consists of more than one (1) Units (as such term is defined in the attached Exhibit E), the provisions of Exhibit E shall apply to this Agreement.

3. ADVANCES.

3.1 Closing Conditions; Advances. Lender's obligation to make any Advances (including the Initial Advance, if any) or take any other action under the Loan Documents shall be

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subject at all times to satisfaction of each and every one of the following conditions precedent in Lender's discretion:

(a) Receipt and approval by Lender of an executed original of this Agreement, each of the Loan Documents, and any and all other documents, instruments, policies and forms of evidence or other materials which are required pursuant to this Agreement or any of the other Loan Documents or as otherwise required by Lender, each in form and content acceptable to Lender;

(b) There shall exist no Default or Event of Default under this Agreement or any of the Loan Documents;

(c) The Security Instrument is a valid lien upon the Property and is prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing (and, for the avoidance of doubt, the only liens or encumbrances affecting the Property are the Permitted Encumbrances);

(d) No Balancing Event (as defined below) shall then exist;

(e) Lender shall have received and approved a final Loan Budget;

(f) Lender shall have received and approved the following: (i) a written appraisal prepared in conformance with the requirements of FIRREA, as well as any other applicable rules or regulations from any and all applicable governmental authorities (subject to review and adjustment by Lender consistent with Lender's standard practices); (ii) evidence of the insurance coverage required under this Agreement; (iii) if requested by Lender, a soils and geology report for the Property; (iv) a Site Assessment with respect to the Property; (v) two (2) sets of the Plans and Specifications, certified as complete by the architect, together with evidence of all necessary or appropriate approvals of governmental agencies or private parties; (vi) copies of all agreements which are material to Completion of the Project, and, at Lender's option, an assignment of each and a Design Professional Consent from any applicable parties; (vii) copy of the General Contractor Agreement executed by Borrower in connection therewith with a Lender-approved General Contractor and, if required by Lender, a General Contractor Consent from such party (viii) copies of all Project Permits; (ix) copies of any initial study, negative declaration, mitigated negative declaration, environmental impact report, notice of determination or notice of exemption prepared, adopted, certified or filed by or with any governmental agency in connection with the Property and Project; (x) copies of all Lender-approved Trade Contracts then in effect for the Project and, if required by Lender, an executed Trade Contractor Consent for each Trade Contractor who is to receive proceeds of any Construction Advance; (xi) a list of all Project Documents in effect for the Project as of the date of such request for Advance and copies of all such Project Documents (including any new Project Documents and any Change Orders to any Project Documents, in each case, executed after the Closing Date or the date of the last Advance Request, as the case may be), and Lender shall have approved of any Change Order (to the extent Lender's approval is required hereunder) with respect to a Project Document for which Borrower is requesting a payment; and (xii) if requested by Lender, any seismic reports on the Property;

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(g) Borrower shall have presented evidence satisfactory to Lender that it has contributed equity in the Property and Project in the amount in the Loan Budget;

(h) Borrower shall have (i) provided any costing review documents requested or required by Lender, which costing review documents shall be subject to the review and approval of Lender's consultant and engineering team, (ii) paid a costing review fee in the amount required by Lender, and (iii) to the extent required by Lender based on the results of the costing review, funded any additional equity in the amount reasonably required by Lender;

(i) The representations and warranties contained in this Agreement shall be true and correct as of the Closing Date and as of the date of each Advance or any other amounts pursuant to the Loan Documents;

(j) If required by Lender, Lender shall have received evidence that each of Borrower and Guarantor is in good standing (and if applicable, duly qualified as a foreign entity) in the state in which such entities are organized as of the date hereof and the states where such entities conduct business;

(k) Lender shall have received a commitment by a title company to issue the Title Policy (together with copies of all exceptions) in form and substance acceptable to Lender;

(l) If required by Lender, Lender shall have received legal opinions issued by counsel for Borrower and each other Borrower Party, as required by Lender;

(m) If required by Lender, Lender shall have received current Uniform Commercial Code searches for Borrower and each other Borrower Party, and, if required by Lender, the immediately preceding owner of the Property;

(n) If required by Lender, Lender shall have received evidence of insurance as required by this Agreement;

(o) No condemnation or adverse zoning or usage change proceeding shall have occurred or shall have been threatened against the Property; the Property shall not have suffered any significant damage by fire or other casualty which has not been repaired; no law, regulation, ordinance, moratorium, injunctive proceeding, restriction, litigation, action, citation or similar proceeding or matter shall have been enacted, adopted, or threatened by any governmental authority, which would have a Material Adverse Effect;

(p) Borrower shall have paid or reimbursed all of Lender's outstanding fees and expenses (including the out-of-pocket fees and expenses of Lender's construction consultant(s), if any, and all other out-of-pocket fees, costs and expenses of Lender (including any draw fees and any fees and expenses of outside legal counsel) relating to the Loan, to the extent then due and payable, as well as all fees and commissions payable to real estate brokers, mortgage brokers, or any other brokers or agents in connection with the Loan or the acquisition of the

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Property, evidence of such payment to be accompanied by any waivers or indemnifications deemed necessary by Lender;

(q) The Property shall comply in all material respects with all Legal Requirements;

(r) Such other documents or items as Lender or its counsel may require in their sole and absolute discretion (including credit and litigation information on Borrower and each other Borrower Party); and

(s) Lender shall have received and approved organizational documents, resolutions, certificates and consents with respect to Borrower (and the partners, members, managers or joint venturers of Borrower (if any)), all Guarantors (and the partners, members, managers or joint venturers of all such Guarantors (if any)), and such other related entities as Lender may require.

3.2 Request for Construction Advance; Additional Conditions. With respect to each Advance Request for a Construction Advance, each of the following conditions must be met prior to any such Advance being funded:

(a) Borrower shall (i) have obtained from the title company that issued the Title Policy (to the extent available in the applicable jurisdiction), a continuation of title endorsement (and if such endorsement is not available, such other evidence as may be required by Lender, including an updated title report) showing title to the Property vested in Borrower, with no subordinate items and with no exceptions to title of such Property other than Permitted Encumbrances (with affirmative insurance that no Taxes are delinquent, no mechanic's or supplier's liens have attached (or if inchoate mechanic's or supplier's liens have, that they are subordinate to the lien of the Security Instruments encumbering the Property), and, if available and applicable, that neither public nor private conditions, covenants or restrictions, if any, affecting the Property have been violated); (ii) if required by Lender, in its sole discretion, a title update endorsement issued concurrently with each Advance; and (iii) any other endorsements Lender may reasonably require in connection with such Advance; in each such case as required by Lender and at Borrower's sole cost and expense;

(b) Lender shall have received a certificate of Borrower with respect to any construction work constituting the applicable Project Expenditures to be funded by such Advance (a) certifying that whatever portion of such work has been completed to date has been completed in a good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications therefor, (b) including (with the Advance Request) a copy of any license, permit or other approval by any Governmental Authority required to commence the applicable Project Expenditures for which such Advance is sought, (c) including copies of all bills, invoices, receipts and other documentation requested by Lender to be reimbursed or paid by such Advance, (d) identifying each Person that supplied materials or labor in connection with the Project Expenditures to be funded by the requested Advance, (e) certifying that each such Person has been paid in full or will be paid in full in respect of such work promptly after receipt of such Advance, (f) accompanied by conditional lien waivers or other evidence of lien release upon payment satisfactory to Lender, (g) stating that all

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prior Advances (if any) have been spent on the expenses for which such Advances were made, (h) including a reconciliation by Borrower of the progress and cost of the completion of the Project through the date of such Advance Request with the Project Schedule and the Loan Budget, together with a projection of such progress and cost through to Completion, (i) including an anticipated cost report in a form reasonably acceptable to Lender, which indicates the costs anticipated to Complete the Project, after giving effect to costs, if any, incurred during the previous month (or the date of the last preceding Advance Request, as the case may be) (including a description of any reasonably projected cost overruns), (j) including a list of reasonably anticipated Change Orders to the Project Documents that may be made within the ensuing sixty (60) days after such Advance Request (regardless as to whether Lender's approval is required for any such Change Order), and (k) certifying that no Balancing Event then exists;

(c) Lender shall have received evidence satisfactory to it that Borrower has paid (or will pay concurrently with the funding of such Advance), from its own funds, the actual cost of the applicable Project Expenditure(s) less the amount to be advanced by Lender hereunder for such Project Expenditure(s) (it being agreed that if required by Lender, such amount shall be paid to Lender, and Lender shall pay the applicable invoice from such funds and such Advance);

(d) Lender shall have determined that the applicable work with respect to which the Advance has been requested has been completed in good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications;

(e) Lender shall have determined that the amount of unfunded Advances available to Borrower hereunder for the payment of all of the work comprising the Project that have not been completed, based on the applicable Committed Loan Funds as compared to all Advances that have been made prior to such date of determination for the Project, is not less than the amount actually necessary (as determined by Lender) to pay for the cost of all such work comprising the Project that has not been completed through the completion thereof (the failure of the foregoing to be true, a "**Balancing Event**") (or Borrower shall have delivered immediately available funds to Lender in the amount of such difference, which funds shall be held in a Reserve Account and disbursed to Borrower for the payment of Project Expenditures prior to the making of any further Advances for the payment of such Project Expenditures);

(f) Each requested Advance may be reduced by the Retainage applicable to such costs, and the amount of all such Retainage shall be advanced to Borrower only upon the Completion of the Project; provided, however, at Lender's sole option, Lender may withhold from the final disbursement of Loan proceeds the entire amount of the Retainage in lieu of reducing each individual Advance by the amount of the Retainage;

(g) The portion of the Loan Budget shown as being allocated as a contingency reserve ("Contingency Reserve"), and any increases in the Contingency Reserve pursuant hereto, shall be reallocated to such other line items in the Loan Budget as Borrower shall, from time to time, request in writing and Lender shall approve in its sole and absolute discretion. After any such

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reallocation, the portion of the Contingency Reserve that has been reallocated will be disbursed in accordance with the provisions governing the disbursement of Loan proceeds (including the conditions and restrictions set forth in this Section 3). If the actual cost or a revised guaranteed cost of a line item is less than the maximum amount of the Loan Budget allocated to any such line item, then any such excess amounts may be reallocated to the Contingency Reserve from time to time upon Borrower's written request and Lender's approval in its sole and absolute discretion. The reallocation, depletion, refusal of Lender to increase, reallocate or deplete the Contingency Reserve shall not release Borrower from any of Borrower's obligations under the Loan Documents;

(h) No Advances shall be made for Stored Materials unless (A) Lender shall have reasonably determined that the Stored Materials Conditions have been satisfied with respect to such Stored Materials (and that they remain satisfied with respect to any subsequent Advance for Stored Materials) and (B) Lender otherwise approves of such Advance, which approval Lender may grant or withhold in its sole discretion;

(i) At Lender's option, Lender shall have approved of "subguard" insurance policies with respect to each Trade Contract, to the extent a copy of such Trade Contract is requested by Lender, with respect to which such Advance is requested, and the same shall then be in full force and effect;

(j) Lender has determined that the Project is progressing in material compliance with the Project Schedule;

(k) All Advance Requests shall clearly identify any amounts requested for payment to an Affiliate. Unless expressly set forth in the then effective Loan Budget or this Agreement, no developer's, management, consulting or brokerage fee or commission, developer profit or other payment to any Affiliate shall be paid directly or indirectly from any proceeds of the Loan without Lender's prior written approval; and

(l) For each Subsequent Advance, Borrower shall pay a draw fee of $100.00 per Advance and Lender shall order inspections with photographs of the Property. The draw fee for each Subsequent Advance shall be added to the payoff amount of the Loan.

Each Advance Request delivered by Borrower to Lender, whether to request an Initial Advance or any Subsequent Advance, shall be deemed to be a representation and warranty that (i) the information contained in the Advance Request is true and correct in all material respects, (ii) no Default or Event of Default has occurred or is continuing under any of the Loan Documents and (iii) all representations and warranties under this Agreement and the other Loan Documents are true, correct and complete and not misleading in any respect on the date of such Advance Request, as if such representations and warranties were made on such date.

3.3 Full Repayment and Reconveyance, Satisfaction or Release. Upon receipt of all sums owing and outstanding under the Note and the Loan Documents, and the full performance of all other obligations secured by the Security Instrument, Lender shall reconvey, satisfy or release the Property from the lien of the Security Instrument and terminate any assignment of leases and rents or UCC-financing statements related to the Collateral; provided,

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however, that all of the following conditions shall be satisfied at the time of, and with respect to, such reconveyance, satisfaction or release: (a) Lender shall have received all escrow, closing and recording costs, the costs of preparing and delivering such reconveyance, satisfaction or release, the payment of any and all sums then due and payable under the Loan Documents, and the full payment and performance of all other obligations secured by the Security Instrument, including those set forth in the Note and the Security Instrument; and (b) Lender shall have received a written release satisfactory to Lender of any set aside letter, letter of credit or other form of undertaking which Lender has issued to any surety, governmental agency or any other party in connection with the Loan or the Property. Lender's obligation to make further disbursements under the Loan shall terminate as to any portion of the Loan undisbursed as of the date of issuance of such reconveyance, satisfaction or release, and any commitment of Lender to lend any undisbursed portion of the Loan shall be cancelled. For avoidance of doubt, the Property may not be sold by Borrower unless it is released (and the required payment is made) pursuant to this Section prior to or concurrently with such sale.

3.4 Balancing Event. At any time Lender shall have determined that a Balancing Event exists, Borrower shall deliver to Lender, within five (5) Business Days after Lender's written demand therefor, immediately available funds in the amount necessary to cause such Balancing Event to no longer exist. Such amounts will be held in a deposit account established by Lender from time to time (the "Project Expenditure Reserve Account"). So long as no Event of Default then exists, the funds in the Project Expenditure Reserve Account shall be disbursed by Lender at Borrower's request in connection with the making of a Construction Advance for Project Expenditures pursuant to this Section 3 in the same manner subject to all terms and conditions applicable thereto, and notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, after the occurrence and during the continuance of a Balancing Event, all funds in the Project Expenditure Reserve Account (if any) shall be fully disbursed to Borrower prior to the making of any further Construction Advances for Project Expenditures.

3.5 Interest Reserve. To the extent Lender requires a reserve for payments of interest accrued on the outstanding principal balance of the Loan (whether included in the Loan Budget or otherwise), then (a) amounts from such interest reserve shall be disbursed as determined by Lender and subject to any applicable disbursement conditions in this Agreement; (b) if any time the interest reserve is insufficient or unavailable to pay all accrued interest, Borrower agrees to pay all accrued interest when due and payable; and (c) depletion of such interest reserve shall not release Borrower from any of Borrower's obligations to pay interest accruing under the Note. Borrower hereby irrevocably authorizes Lender to make any interest payment on Borrower's behalf by debiting the interest reserve in the amount of the payment and applying the debited amount to accrued and unpaid interest on the Loan, and Lender will automatically debit the interest reserve each month to satisfy such accrued and unpaid interest so long as there are sufficient funds remaining in the interest reserve. For the avoidance of doubt, interest will accrue on amounts debited from the interest reserve from the date such funds are advanced.

3.6 Recourse. The Loan shall be full recourse to Borrower and all of its assets, whether now owned or hereafter acquired or in which Borrower otherwise has an interest, and all proceeds thereof.

3.7 ACH. Upon the earlier of (a) all interest reserve funds, if any, having been disbursed from the interest reserve account, or (b) any extension of the Loan, Borrower covenants

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and agrees to use the Federal Banking System's ACH program to remit all regular monthly debt service payments under the Note.

4. PAYMENT. All payments shall be made pursuant to the terms and conditions of the Note and the other Loan Documents.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Borrower Representations. Borrower represents and warrants as of the date hereof and as of the date of each Advance that:

5.1.1 Authority/Enforceability. Each Borrower Party is in compliance with all laws and regulations applicable to its organization, existence and transaction of business and has all necessary rights and powers and organizational authority to own, develop and operate the Property and improvements as contemplated by the Loan Documents.

5.1.2 Binding Obligations. Each applicable Borrower Party is authorized to execute, deliver and perform its obligations under the Loan Documents, and such obligations shall be valid and binding obligations of the applicable Borrower Party.

5.1.3 Formation and Organizational Documents. Borrower has delivered to Lender all formation and organizational documents of Borrower, the general partner or managing member of Borrower, and of all Guarantors of the Loan, if any, and all such formation and organizational documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Borrower shall immediately provide Lender with copies of any amendments or modifications of the formation or organizational documents. Borrower shall not, without the prior written consent of Lender, modify or amend its operating agreement or partnership agreement or other organizational documents in any way that would have an adverse effect on its ability to own and operate the Property or to perform under the Loan Documents.

5.1.4 No Proceedings or Litigation. Except as disclosed to Lender in writing, there are no claims, actions, suits, or proceedings pending, or, to Borrower's knowledge, threatened, against Borrower or affecting the Property.

5.1.5 No Defaults. No Borrower Party is in default with respect to any order or decree of any court or any order, regulation or demand of any Governmental Authority, which default is reasonably expected to have consequences that would materially and adversely affect the condition (financial or other) or operations of any the Property or might have consequences that would materially or adversely affect Borrower Party's performance hereunder or under any of the Loan Documents.

5.1.6 Consents. No consent, approval, authorization or order of any court or Governmental Authority is required for the execution, delivery and performance by any Borrower Party of, or compliance by any Borrower Party with, this Agreement or any other Loan Document or the consummation of the transactions contemplated hereby, other than those which have been obtained by the applicable Borrower Party.

5.1.7 Title. Borrower is the record and beneficial owner of, and has good and marketable title to, the Property, free and clear of all Liens whatsoever other than the Permitted Encumbrances, and lawfully holds and possesses the Property and has the right to

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encumber the same. Without limiting the generality of the foregoing, Borrower has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in the Property. The Security Instrument, when recorded, will create valid, perfected first-priority security interest in and to the Property and the Collateral in favor of Lender. To the extent Lender requires Borrower to enter into the Equity Owner Pledge, the Equity Owner Pledge, together with the Uniform Commercial Code financing statements required to be filed in connection therewith, will create valid, perfected first-priority security interests in and to the ownership interests in Borrower.

5.1.8 No Plan Assets. As of the date hereof and throughout the term of the Loan (a) each Borrower Party is not and will not be an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, (b) none of the assets of any Borrower Party constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101, (c) each Borrower Party is not and will not be a "governmental plan" within the meaning of Section 3(32) of ERISA, and (d) transactions by or with any Borrower Party are not and will not be subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans.

5.1.9 Compliance. Borrower and the Property and the current use thereof comply in all material respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. Neither Borrower nor any other Borrower Party is in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. Neither Borrower nor any other Borrower Party has committed any act that may give any Governmental Authority the right to cause Borrower or any Borrower Party to forfeit the Property or any part thereof or any monies paid in performance of Borrower's Obligations under any of the Loan Documents.

5.1.10 Financial Information. All financial data, including, without limitation, the statements of cash flow and income and operating expense and any proposed budget, that have been delivered to Lender in respect of Borrower, the other Borrower Parties, the Property or the Project fairly present the financial condition of Borrower, each other Borrower Party, the Property and the Project, as applicable, as of the date of such reports and have been prepared in accordance with GAAP, a cash basis accounting method, or other generally accepted accounting principles approved by Lender (in Lender's commercially reasonable discretion), and consistently applied, throughout the periods covered, except as disclosed therein. Except as disclosed therein, neither Borrower nor any other Borrower Party has any contingent liabilities, liabilities for taxes, unusual forward or long term commitments or unrealized or anticipated losses from any unfavorable commitments that are known to Borrower or any other Borrower Party. Since the date of the financial statements (including any proposed budget), there has been no material adverse change in the financial condition, operations or business of Borrower, any other Borrower Party, the Property or the Project from that set forth in said financial statements.

5.1.11 Single Purpose. Unless otherwise permitted by Lender, Borrower hereby represents and warrants to, and covenants with, Lender that as of the date hereof and until such time as the Debt shall be paid in full (provided, however, that nothing in this Section shall require any shareholder, partner or member of Borrower or Equity Owner to make additional capital contributions to either of them): (a) Borrower has not owned nor will own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership thereof; (b) Borrower has not engaged nor will engage in any business other than the acquisition, ownership, management, development, operation, renovation and sale of the Property. Each of Borrower and Equity Owner will conduct and operate its business as presently

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conducted and operated; (c) Borrower has not incurred nor will incur any Indebtedness except as provided in the Loan Documents; (d) Borrower has not made nor will make any loans or advances to any third party (including any Affiliate of Borrower); (e) each of Borrower and Equity Owner is solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own assets as the same shall become due; (f) each of Borrower and Equity Owner has done or caused to be done and will do all things necessary to observe organizational requirements and formalities and preserve its existence, and neither Borrower nor Equity Owner will amend, modify or otherwise change its certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents without the prior consent of Lender in any manner that (i) violates the single purpose covenants set forth in this Section, or (ii) amends, modifies or otherwise changes any provision thereof that by its terms cannot be modified at any time when the Loan is outstanding or by its terms cannot be modified without Lender's consent; (g) Borrower will (i) maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party, (ii) not cause or permit its assets to be listed as assets on the financial statement of any other Person, provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliates provided that such assets shall be listed on Borrower's own separate balance sheet, (iii) except to the extent Borrower is disregarded for tax purposes, file its own tax returns (to the extent Borrower is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person, and (iv) maintain its books, records, resolutions and agreements as official records; (h) Borrower has been, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate or any constituent party thereof). Borrower shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name; (i) neither Borrower nor Equity Owner will seek or effect its dissolution, division, winding up, liquidation, consolidation or merger, in whole or in part; (j) Borrower will not commingle its funds and other assets with those of any Affiliate or constituent party or any other Person, and Borrower will hold all of its assets in its own name; (k) Borrower has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party or any other Person; (l) Borrower will not guarantee nor become obligated for the debts of any other Person nor will either hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person; (m) Borrower will not permit any Affiliate or constituent party independent access to its bank accounts; (n) Borrower shall pay the salaries of its own employees (if any) from its own funds and maintain a sufficient number of employees (if any) in light of its contemplated business operations; (o) Borrower shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred; (p) Borrower is and will remain organized in the State in which it was formed as a limited liability company; (q) no indemnity payment from the funds of Borrower or Equity Owner (as distinct from funds from other sources such as insurance) of any indemnity under any agreement (other than the Loan Documents) to which Borrower or any Equity Owner may be a party (including under such party's organizational documents) shall be payable from amounts allocable to any other Person, including Lender, pursuant to any of the Loan Documents, and (r) neither Borrower nor Equity Owner nor any other Person on behalf of Borrower shall, without the affirmative vote of one hundred percent (100%) of the members, partners or stockholders of Borrower: (i) institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against it; (iii) file a petition seeking, or consenting to, reorganization or relief under applicable federal or state law relating to bankruptcy; (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Borrower or a substantial part of its property; (v) make any assignment for the benefit of creditors; (vi) admit in writing its inability to

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pay its debts generally as they become due or declare or effect a moratorium on its debts; or (vii) take any action in furtherance of any such action (each of the actions described in the foregoing clauses (i) through (vii), with respect to any individual or entity, are referred to herein as a "Bankruptcy Action").

5.1.12 Tax Filings. Each of Borrower and Equity Owner has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid (unless they are not yet past due) or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable thereby. Each of Borrower and Equity Owner believes that its tax returns (if any) properly reflect the income and taxes of Borrower or Equity Owner, as applicable, for the periods covered thereby.

5.1.13 Solvency. Borrower (a) has not entered into the transaction or any Loan Document with the actual intent to hinder, delay, or defraud any creditor and (b) has received reasonably equivalent value in exchange for its Obligations. Giving effect to the Loan, the fair saleable value of Borrower's assets exceeds and will, immediately following the making of the Loan, exceed Borrower's total liabilities, including subordinated, unliquidated, disputed and contingent liabilities. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its debts as such debts become absolute and matured. Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur Indebtedness and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Indebtedness and liabilities as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower). Neither Borrower nor any other Borrower Party is contemplating either the filing of a petition by it under state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and neither Borrower nor any other Borrower Party has knowledge of any Person contemplating the filing of any such petition against it.

5.1.14 No Contractual Obligations, Restrictions or Defaults. Other than the Loan Documents, Borrower is not subject to any contractual obligations pursuant to which its assets are bound, nor has it incurred any Indebtedness. Neither Borrower nor any other Borrower Party is a party to any agreement or instrument or subject to any court order, injunction, permit, or restriction which might adversely affect the Property or the business, operations, or condition (financial or otherwise) of Borrower or any other Borrower Party. Neither Borrower nor any other Borrower Party is in violation of any agreement which violation would have a material adverse effect on the Property, Borrower, or any other Borrower Party or Borrower's or any other Borrower Party's business, properties, or assets, operations or condition, financial or otherwise.

5.1.15 Federal Trade Embargoes. Borrower and each other Borrower Party is in compliance with all Federal Trade Embargoes in all material respects. No Embargoed Person owns any direct or indirect equity interest in any Borrower Party. No Borrower Party shall knowingly deal with any Person identified on the OFAC List.

5.1.16 Additional Representations and Warranties With Respect to the Property.

(a) **Nature of Property**. The Property is not, nor shall it be, used for commercial purposes (other than for rental income). Borrower shall not

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allow changes in the stated use of the Property from that disclosed to Lender at the time of execution hereof without prior notice to, and prior written consent from, Lender.

(b) **Compliance with Law; Property Condition**. Borrower has all requisite licenses, permits, franchises, qualifications, certificates of occupancy or other governmental authorizations to own, lease and operate, repair and renovate (if applicable) the Property and carry on its business. None of Borrower, nor any other Borrower Parties or the Property or the Project are in violation in any material respect of any law, ordinance, regulation, or rule (federal, state, or local), including all permits and approvals issued thereunder affecting Borrower's right and qualification to do business, the construction and installation of the improvements located or to be located upon the Property, the operation, leasing, financing or sale of the Property and the occupancy, use and enjoyment thereof. Without limitation on the foregoing, Borrower and the Property comply with all applicable laws relating to accessibility for the handicapped, including The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, and The Americans With Disabilities Act of 1990. The Property is free of structural defects and other material physical or mechanical defects, and all building systems contained therein are in good working order, subject to ordinary wear and tear.

(c) **Utilities**. All utility services, including, without limitation, gas, water, sewage, electrical and telephone, necessary for the development and occupancy of the Property are available at or within the boundaries of the Property, or Borrower has taken all steps necessary to assure that all such services will be available upon completion of the improvements.

(d) **Insurance**. The Property is covered by a policy of hazard insurance and insurance against other insurable risks and hazards as are customary in the area where the Property is located and in accordance with Lender's underwriting criteria, in an amount not less than the greatest of (i) 100% of the replacement cost of all improvements to the Property, (ii) the outstanding principal balance of the Loan, and (iii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Property or such maximum lesser amount as permitted by applicable law, all in a form usual and customary in the industry and that is in full force and effect, and all amounts required to have been paid under any such policy have been paid. If any portion of the Property is in an area identified by any federal Governmental Authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Emergency Management Agency is in effect and shall be maintained for the term of the Loan with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan, (2) the full insurable value of the Property, and (3) the maximum amount of insurance available under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1974. All such insurance policies (collectively, the "**hazard insurance policy**") contain a standard mortgagee clause naming Lender, its successors and assigns, as mortgagee, and may not be reduced, terminated or canceled without 30 days' prior written notice to the mortgagee. All premiums on each such insurance policy have been paid. The hazard insurance policy is the valid and binding obligation of

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the insurer and is in full force and effect. Borrower has not engaged in any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other Person, and no such unlawful items have been received, retained or realized by Borrower.

(e) **Ownership and Encumbrances**.

(i) **Ownership**. Borrower is and will at all times be the legal and equitable owner of the Property subject only to Permitted Encumbrances (and subject to releases permitted hereunder).

(ii) **No Leases or Occupancy**. The Property are not subject to any leases, licenses or other occupancy agreements, except as may have been approved by Lender. In addition, there are no tenants or other parties occupying the Property, except as may have been approved by Lender.

(iii) **Authority to Encumber**. Borrower has, and will continue to have, the full right and authority to encumber the Property in favor of Lender.

(iv) **Validity of the Lien Created by Each Security Instrument**. The Lien created by each Security Instrument is (a) legal, valid, binding and enforceable subject to bankruptcy, insolvency, moratorium, reorganization or similar laws and equitable principles of general application, (b) encumbers the entirety of the Property of Borrower, and (c) is first-priority except for Permitted Encumbrances.

(f) **Taxes**. The Property will be comprised of one or more parcels, each of which constitutes a separate legal parcel and a separate tax lot and none of which constitutes a portion of any other tax lot. There are no pending or, to Borrower's knowledge, proposed, special or other assessments for public improvements or otherwise affecting any of the Property, nor are there any contemplated improvements to any of the Property that may result in such special or other assessments.

(g) **Accuracy of Documents**. Any survey, mechanical and structural plans and specifications, soil reports, leases, certificates of occupancy, warranties, operating statements, rent roll and income and expense reports, and all other books and records relating to the Property and all other budgets (including estimated budgets), contracts or documents delivered to Lender in connection with the Loan and the Loan Documents are true, correct and complete copies of such documents, in all material respects.

(h) **Hazardous Materials**. The Property complies, in all material respects, with all Hazardous Materials Laws as to use and conditions on, under or about the Property including soil and groundwater condition. Neither Borrower nor any Borrower Party, nor, to Borrower's knowledge, any other person, has used, generated, manufactured, stored or disposed of on, under or about the

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Property or transported to or from the Property any Hazardous Materials. To Borrower's knowledge, there are no Hazardous Materials in, attributable to or affecting the Property or the area within 2,000 feet of the Property (and the area is not otherwise subject to recorded land use restrictions by reason of its proximity to Hazardous Materials). Without limitation on the foregoing, to Borrower's knowledge: (i) the primary potable or drinking water source and groundwater have never been known to exceed the EPA Recommended Maximum Contaminant Level Goals set forth under the Safe Drinking Water Act and Clean Water Act, as amended; (ii) there is not and has never been landfill containing decomposable material, petroleum wells, mineral bearing mines, sewage treatment facilities, underground storage tanks, sinkholes, radon or other toxic emissions within 2,000 feet of any boundary of the Property (and the Property is not otherwise subject to recorded land use restrictions by reason of its proximity to any of the foregoing), and (iii) no electrical transformers, fluorescent light fixtures with ballasts or other equipment containing polychlorinated biphenyls (PCBs) have been located on the Property at any time.

5.1.17 Additional Representations and Warranties With Respect to the Project.

(a) Borrower has all necessary power and authority to enter into and perform its respective obligations under each of the Project Documents to which Borrower is a party, and all other agreements and instruments to be executed by Borrower in connection with the construction and the development of the Project. The Project Documents to which Borrower is a party have been duly executed and delivered by Borrower. The Project Documents to which Borrower is a party constitute the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, subject only to applicable bankruptcy, insolvency and similar laws generally affecting rights of creditors and the enforcement of debtors' obligations, and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). The completion of the Project and the execution, delivery and performance by Borrower of its obligations under, and the consummation of the transactions contemplated by, each of the Project Documents to which Borrower is, or will be, a party, and all other agreements and instruments to be executed by Borrower in connection therewith do not and will not (i) violate, in any material respect, any Legal Requirement applicable to Borrower, (ii) result in a breach of any of the terms, conditions or provisions of, or constitute a default under the organizational documents of Borrower, or result in a material breach of the terms, conditions or provisions of any mortgage, indenture, agreement, permit, franchise, license, note or instrument to which Borrower is a party or by which it or any of its properties is bound, or (iii) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the assets of Borrower (except as contemplated by this Agreement and by the Permitted Encumbrances). All consents, approvals, orders or authorizations of, or registrations, declarations or filings with, or other actions in respect of or by, any Governmental Authorities that are required in connection with the execution, delivery and performance by Borrower of the Project Documents and all other agreements and instruments to be executed by Borrower in connection therewith and the construction and operation of each Project have been obtained or will be obtained when required

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for the then applicable stage of completion of each the Project and are or will be in full force and effect.

(b) Borrower has delivered to Lender true, correct, and complete copies, in all material respects, of all Project Documents. All permits, licenses, and other approvals from any applicable Governmental Authorities, adjacent property owners, or any other Person necessary for Borrower to commence and Complete the Project in accordance with the Lender-approved Plans and Specifications therefor have been obtained and are in full force and effect. All utility services and facilities necessary for the completion of the Project and, upon completion of construction, the operation, use and occupancy of the Project for its intended purposes are or will be available at the boundaries of the Property upon which the Project is being constructed, including water supply, storm and sanitary sewer facilities, gas and electric and telephone facilities and means of access between the Property and public ways.

(c) Except for the Project Documents approved by Lender, Borrower has not made, assumed or been assigned any contract or arrangement of any kind, the performance of which by the other party thereto would give rise to a lien (other than Permitted Encumbrances) against all or any portion of the Property.

(d) The current land use, zoning law, regulations and declarations covering the Property upon which the Project is being constructed permit, on an as-of-right basis, the completion of the Project substantially in accordance with the Plans and Specifications, the current zoning law and declarations covering the Property permit the Project being constructed thereon to be operated and used as contemplated by this Agreement, and no additional variance, conditional use permit, special use permit or other similar approval is required for such construction, use or occupancy of the Project that has not been or will not, if and when required, be obtained. The Property and the use thereof are currently and, upon completion of the Project being constructed thereon substantially in accordance with the Plans and Specifications, will be in all material respects in compliance with all Project Permits then required therefor and all other applicable Legal Requirements, and such compliance is not dependent on any land, improvements or facilities that are not a part of the Property. There are no pending, or to Borrower's knowledge, threatened actions, suits or proceedings to revoke, attach, invalidate, rescind or modify the zoning applicable to the Property or any part thereof or any of the Project Permits applicable thereto, as currently existing.

(e) As of the Closing Date and as of each date on which this representation is deemed remade, the Loan Budget (as the same may be amended from time to time with the approval of Lender in accordance with this Agreement) accurately reflects Borrower's best good faith estimate of all anticipated Hard Costs, Soft Costs, and any other costs and expenses reasonably anticipated to be incurred in connection with the Completion of the Project.

(f) No Balancing Event exists as of the date hereof.

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(g) The Project is expected to be Completed on or prior to the Completion Date.

5.1.18 General Facts. No statement of fact made by or on behalf of Borrower or any other Borrower Party in this Agreement or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower which has not been disclosed to Lender which materially and adversely affects, nor as far as Borrower can foresee, might materially and adversely affect, the Property, the Project or the business, operations or condition (financial or otherwise) of Borrower or any other Borrower Party.

5.2 Survival of Representations. The representations and warranties set forth in Section 5.1 and elsewhere in this Agreement and the other Loan Documents shall survive for so long as any amount remains payable to Lender under this Agreement or any of the other Loan Documents and shall be deemed to be remade as of the date of each Advance hereunder (except as may be disclosed to and expressly approved by Lender); provided, however, that Borrower may update the representations and warranties to reflect changes in circumstances which are not the result of a Default or Event of Default of Borrower hereunder.

6. BORROWER COVENANTS.

6.1 Borrower Affirmative Covenants. Borrower hereby covenants and agrees with Lender that:

6.1.1 Existence; Compliance with Legal Requirements. Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises and comply with all Legal Requirements applicable to it, the Property and the Project.

6.1.2 Taxes and Other Charges; Effect of Change in Law. Borrower shall pay all Taxes and other charges now or hereafter levied or assessed or imposed against the Property, the Project or any part thereof before the same become delinquent or past due. When and if so requested by Lender, Borrower shall deliver promptly to Lender receipts evidencing such payments. Borrower shall not suffer, permit, initiate, or otherwise cause for any tax purpose, the joint assessment of any real property comprising the Property and any personal property located thereon, or any other procedure whereby the lien of real property taxes and assessments and the lien of personal property taxes shall be assessed, levied or charged against such real property as a single lien. While the Property remains subject to a Security Instrument, the Property shall be segregated on the applicable tax rolls from all other property, both real and personal; and, upon request, Borrower shall procure on behalf of Lender a tax service contract, the issuer, form and content of which shall be subject to Lender's prior approval. Borrower shall not permit or suffer and shall promptly discharge any lien or charge against the Property other than Permitted Encumbrances. If at any time any law is enacted which deducts from the value of any real property comprising the Property, for taxation purposes, any lien thereon, or changes in any way the laws now in force for the taxation of security instruments on real property or debts secured thereby, or the manner of collection of any such taxes so as to affect any interest of Lender under this Agreement or the Security Instrument for the Property, then Borrower shall pay such tax if it may lawfully do so. If Borrower is not permitted by applicable law to pay such tax, or if such payment would violate any applicable law, then, at the option of Lender, all of the outstanding principal balance of all Advances made under the Loan, together with interest thereon and any

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other amounts payable with respect thereto pursuant to the Note, shall immediately become due and payable without demand or notice.

6.1.3 Litigation. Borrower shall give prompt notice to Lender of any litigation or governmental proceedings pending or threatened against Borrower, any other Borrower Party, the Property or the Project. If Lender is made a party to any litigation concerning the Security Instrument, or the Property or the Project or any part thereof or interest therein, or the occupancy thereof by any person or entity, then Borrower shall indemnify, defend and hold Lender harmless from all claims and liability by reason of such litigation, including attorneys' fees and expenses incurred by Lender, whether or not any such litigation is prosecuted to judgment.

6.1.4 Access to Property. Borrower shall permit or cause to be permitted, agents, representatives and employees of Lender to inspect the Property, the Project or any part thereof at reasonable hours upon reasonable advance notice.

6.1.5 Further Assurances; Supplemental Affidavits. Borrower shall, and shall cause Equity Owner and Guarantor to, at Borrower's sole cost and expense:

(a) execute and deliver to Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve or protect the security interest of Lender in the collateral at any time securing or intended to secure the obligations of Borrower, Equity Owner and Guarantor under the Loan Documents, as Lender may reasonably require; and

(b) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Agreement and the other Loan Documents, as Lender shall reasonably require from time to time.

6.1.6 Title to the Collateral. Borrower will warrant and defend the validity and priority of Lender's security interest in the Collateral.

6.2 Additional Recourse Debt. Borrower shall deliver prompt written notice to Lender, in reasonable detail, of the occurrence and amount of any Indebtedness that is guaranteed by Guarantor pursuant to a recourse guaranty; provided that such written notice shall be delivered to Lender in no event later than three (3) Business Days following (a) Guarantor entering into the relevant recourse guaranty or (b) the occurrence of any claim under a carveout guaranty resulting in the relevant guaranty or indemnity agreement by Guarantor no longer being considered a carveout guaranty for purposes of this Agreement.

6.2.1 Disposition of Insurance and Condemnation Proceeds and Damages.

(a) **Lender's Rights in Proceeds and Damages**. Borrower hereby assigns to Lender (a) any award for damages suffered or compensation paid by reason of a taking for public use, or an action in eminent domain, or the exercise of the police power, whether by a condemnation proceeding or otherwise (such as by inverse condemnation), or any transfer of all or any part of the Property in avoidance thereof, affecting the Property, (b) all proceeds of any insurance policies paid by reason of loss sustained to the Property, and (c) all claims,

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damages, causes of action, against or from any party or parties, with respect to the Property or the Project, or any funds received or receivable in connection with any damage to the Property or the Project, incurred as a result of any cause whatsoever. All proceeds of any such claims shall be paid by the person or entity making payment directly to Lender, and Borrower shall do all things necessary to obtain prompt settlement for each loss or claim covered by a policy of insurance. After first deducting all costs and expenses of Lender incurred in connection with the settlement or recovery of any proceeds hereunder, Lender may, at its option and without regard to the adequacy of the security hereunder, except as otherwise provided in clause (b) below, apply any such sum it retains hereunder to any indebtedness or obligation secured by the Security Instrument, whether due or not, and in such order or priority as Lender may determine in its sole and absolute discretion; however, after deducting its costs and expenses Lender may approve, regardless of any impairment of security or lack thereof, except as otherwise provided in clause (b) below, release to Borrower of all or any part of the entire amount so collected for reimbursement for costs and expenses incurred by Borrower for the repair and restoration of the Property upon any conditions Lender chooses. Application of all or any portion of such funds, or the release thereof, shall not cure or waive any Event of Default or notice of an Event of Default or invalidate any acts done pursuant to such notice. Borrower shall execute such further assignments, documents or instruments as Lender may from time to time require in order to evidence the assignment hereunder. If, on any loss of or damage to the Property or the Project or on a partial taking or condemnation of the Property, Lender is not entitled under law to retain the entirety of any proceeds or award pursuant to this Section, then Lender shall be entitled to apply the proceeds or award to the repayment of the Note and any other indebtedness secured by any Loan Document to reduce the Note balance and such other indebtedness by the ratio which the value of the Property remaining encumbered by the Security Instrument bears to the value of the Property immediately prior to such loss, damage or partial condemnation or taking, as determined by Lender's appraiser retained for such purpose. In the event any insurance proceeds or condemnation awards are applied by Lender against the Note under this Section, no prepayment premium shall apply.

(b) **Use of Insurance Proceeds to Repair Property**. In the event of damage to or destruction of the Property from any cause actually covered under insurance maintained by Borrower hereunder or any available condemnation proceeds, then Lender shall make available to Borrower the net insurance proceeds or condemnation proceeds available as a result of such damage or destruction (after deducting costs and expenses incurred by Lender in connection with the settlement or recovery of any proceeds as provided in clause (a) above) for use by Borrower, in the reconstruction and repair of the damaged or taken improvements to the condition approved by Lender, on the terms and conditions hereinafter set forth. In the event any of the conditions to Borrower's right to utilize the net proceeds hereunder are not satisfied or fulfilled at any time, then such net proceeds shall be applied as provided in clause (a) above. Such net proceeds shall be made available hereunder only if: (a) no Default or an Event of Default occurs; (b) Lender is satisfied that, by expenditure of the net proceeds hereunder, the Property damaged or destroyed or taken shall be fully restored within a reasonable period of time to the equivalent of its original condition and value and all payments required under the Note will continue to be

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paid; (c) Lender is satisfied that such work of repair and restoration can be completed in the ordinary course of business within one (1) month from the commencement of work and at least one (1) month prior to the date on which all Advances (including any Advance for the Project being constructed thereon) are required to be repaid pursuant to the Note; (d) Lender has reviewed and approved Borrower's plans and specifications for the work of repair and restoration, Borrower's architect and any general contractors, subcontractors and material suppliers employed to perform such work; (e) all general contractors, all major subcontractors and material suppliers have supplied 100% performance and completion bonds and bonds protecting such Property from the imposition of mechanic's or other liens; (f) if the net insurance proceeds or condemnation proceeds available are insufficient for payment of the full cost of restoration or repair and the payments under the Note during the completion period, as determined by Lender, Borrower has deposited with Lender sufficient additional funds to insure payment of all such costs, or made arrangements acceptable to Lender for such sufficient additional funds, such additional funds to be disbursed for costs incurred in the manner herein specified prior to the disbursement of any other funds held by Lender; and (g) Borrower shall have satisfied such other conditions as Lender may in determine to be appropriate in its sole discretion. Disbursement of funds by Lender hereunder shall be subject to all of Lender's then customary construction loan disbursement procedures, including those set forth herein. No funds held by Lender hereunder shall bear interest; and Lender shall have no duties or obligations with respect thereto, or with respect to the provisions of this clause (b), other than that of a construction lender, and the reasonable costs and expenses of Lender incurred in connection therewith (including the fees of a construction consultant and disbursing agent) shall be paid by Borrower (and Lender shall be entitled to pay such costs and expenses out of the insurance proceeds held by Lender). Specifically, but without limiting the generality of the foregoing, no relationship of trust, or any other duty in the nature of fiduciary duties or otherwise, shall be imposed or implied by the status or actions of Lender hereunder; and under no circumstances shall Lender become obligated to take any action to repair or reconstruct any damaged or destroyed Property. Any net proceeds not disbursed under this clause (b) shall be disbursed in accordance with clause (a) above.

6.2.2 Maintenance and Preservation of the Property.

(a) **Borrower's Obligation for Maintenance of Property and Security**. Borrower shall: (a) keep the Property in good condition and repair and replace any items comprising the Property as they become obsolete or worn out with items of at least the same utility, quality and value, free of any liens or security interests of any kind or character other than the lien of the Loan Documents; (b) not remove or demolish any portion of the Property (except in connection with the Project to the extent approved by Lender); (c) restore promptly and in good and workmanlike manner any part of the Property which may be damaged or destroyed; (d) comply with and not suffer violations of laws, ordinances, regulations, covenants, conditions, restrictions, equitable servitudes and easements, whether public or private, of every kind and character, and requirements of insurance companies and any bureau or agency which establishes standards of insurability; (e) not commit or permit waste of the Property; (f) do all other acts which from the character or use of the Property may be reasonably

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necessary to maintain and preserve their value or to protect the security of the Security Instrument; (g) perform and comply with all obligations required to be performed or complied with in leases, licenses, concessions, management agreements, Project Documents or like agreements affecting the Property, if any, or the management, operation, repair, renovation, occupation or use thereof; (h) pay any and all charges, assessments or fees imposed in connection with the delivery, installation or maintenance of any utility services or installations on, to or for the Property; (i) not change the character, the nature of the occupancy or use of the Property, or any portion thereof, except in connection with the Project, and then only to the extent consistent with the Project Documents therefor, if approved by Lender, in its sole discretion; (j) not drill for or extract, or enter into a lease or any other type of agreement for the drilling for or extraction of, oil, gas or other hydrocarbon substances, or any mineral of any kind, on, in or under the Property; (k) make no assignment of rents of the Property except to Lender pursuant to the Security Instrument; and (l) execute and, where appropriate, acknowledge and deliver, such further documents or instruments as Lender deems necessary or appropriate to preserve, continue and perfect the security provided for in the Security Instrument.

(b) **Lender's Approval Rights for Work**. Borrower shall not undertake or suffer to be made any alteration, addition, relocation, removal or demolition of, or structural or other material change in, any building, improvement, fixture, machinery, or equipment comprising the Property, other than in connection with the Project, without the prior written approval of Lender, unless (a) the aggregate cost of such work for the Property does not exceed $20,000, (b) such work does not affect the roof or the structure of the building and improvements comprising the Property, or adversely affect or diminish the value of the Property or arise as a result of any damage or destruction, (c) such work is designed by licensed professionals and is constructed by licensed contractors, all qualified for such purpose, and in accordance with all applicable Legal Requirements, ordinances, regulations, permits and approvals, and (d) Borrower submits to Lender its proposed plans and budget for such work, together with all other supporting materials related to such work as Lender may reasonably require. The foregoing shall not limit Borrower's obligations under clause (a) above and, accordingly, Borrower shall immediately seek any consent required under this clause (b) in connection with its obligations under clause (a) above.

6.2.3 Financial Covenants. Borrower shall, and Borrower shall cause Guarantor to, at all times, comply with the Financial Covenants.

6.2.4 Hazardous Materials. Borrower shall indemnify, defend and hold Lender, its employees, agents, officers and directors, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including attorneys', experts' and consultant fees and costs), directly or indirectly resulting from, arising out of, or based upon (a) the presence, release, use, manufacture, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such materials to or from, the Property, or (b) the violation, or alleged violation, of any Hazardous Materials Law affecting the Property, or the transportation of Hazardous Materials to or from the Property. This indemnity shall (i) include any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible

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property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment, and the cost of any required or necessary repair, cleanup, treatment or detoxification of the Property, and the preparation and implementation of any closure, disposal, remedial or other required actions in connection with the Property, and (ii) survive foreclosure (whether judicial or non-judicial) of the Security Instrument for the Property and the full or partial payment or discharge of all indebtedness secured by the Security Instrument. WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL NOT APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON.

6.2.5 Notices. Borrower shall give notice, or cause notice to be given, to Lender promptly upon the occurrence of: (a) any Default or Event of Default; (b) any default or event of default under any contractual obligation of Borrower or any Affiliate that could reasonably be expected to have a Material Adverse Effect; or (c) any litigation or proceeding affecting Borrower or the Property or affecting any of the other Borrower Parties if such litigation or proceeding could have a Material Adverse Effect.

6.2.6 Prohibited Persons. No Borrower Party or any of their direct or indirect equity holders shall (i) knowingly conduct any business, or engage in any transaction or dealing, with any Embargoed Person, including the making or receiving of any contribution of funds, goods, or services, to or for the benefit of an Embargoed Person, or (ii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any Federal Trade Embargo.

6.2.7 Federal Reserve Regulations. No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulations T, U, W or X of the Board of Governors of the Federal Reserve System, or to extend credit to any Person for such purpose, or for any other purpose which would be inconsistent with such Regulations or any other Regulations of such Board of Governors, or for any purposes prohibited by Legal Requirements or by the terms and conditions of this Agreement or the other Loan Documents. Borrower agrees that, without the prior written consent of Lender, (i) the funds received from Lender hereunder shall not be used for the benefit of, or transferred to, any Affiliate of Lender and (ii) without limiting the generality of the foregoing, the funds received from Lender hereunder shall not be used to make an equity investment in any Person in which Affiliates of Lender have equity or debt positions if the proceeds of such investment would be used to refinance such Person's outstanding indebtedness. For purposes of this Section 6.2.7, "Affiliate" shall have the meaning given to such term in Regulation W of the Board of Governors of the Federal Reserve System.

6.2.8 Deposit Account Control Agreement. If required by Lender in its sole and absolute discretion at any time during the term of the Loan, Borrower shall deposit all revenues or other income into an account that will be subject to the Deposit Account Control Agreement once such agreement is entered into and otherwise utilize such account as its operating account, it being acknowledged that the Collateral includes Borrower's accounts and all amounts on deposit therein and proceeds therefrom. Borrower covenants and agrees to take any actions requested by Lender in order to establish such account and enter into such Deposit Account Control Agreement.

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6.2.9 Risk Retention. Each Borrower Party will comply with the requirements of the European Union Directive 2006/48/EC, such that as long as any Advances are outstanding (i) it will hold an equity interest that will represent not less than 5% of the purchase price of the Property owned by Borrower and (ii) such holding of equity interest will not be subject to any credit risk mitigation, any short position or any hedging.

6.2.10 The Project. At Lender's option, Borrower shall cause each Design Professional, General Contractor, and Trade Contractor for each Project to execute and deliver to Lender the applicable Design Professional Consent, General Contractor Consent, and Trade Contractor Consent, respectively, prior to the execution by Borrower of the applicable Project Document (or on the Closing Date, if applicable) for the Project.

6.2.11 Commencement and Completion. Borrower shall commence construction of the Project without delay after recordation of the Security Instrument and shall complete construction of the Project, free and clean of any mechanics' and materialmen's liens and stop notices, as applicable, in accordance with the Lender-approved Plans and Specifications and other provisions of the Loan Documents, with all construction costs having been paid, on or before the Completion Date.

6.3 Borrower Negative Covenants. Borrower covenants and agrees with Lender that:

6.3.1 Transfers. Without the prior written consent of Lender, neither Borrower nor any other Person having a direct or indirect ownership or beneficial interest in Borrower shall Transfer any interest, direct or indirect, in the Property or in Borrower. Additionally, (a) if there currently exist no certificates, instruments or writings representing the Collateral, Borrower shall not, without the prior written consent of Lender, create certificates, instruments or writings representing the Collateral, and (b) if certificates, instruments or writings representing the Collateral currently exist, Borrower shall not, without the prior written consent of Lender, create new certificates, instruments or writings representing the Collateral. Borrower shall deliver to Lender any and all newly created certificates, instruments or writings representing the collateral. For avoidance of doubt, no Transfer of the Property or of any direct interest in Borrower or Equity Owner shall occur without the prior written consent of Lender, or release Borrower, Equity Owner or Guarantor from any liability under the Note and other Loan Documents. Upon any Transfer of any direct or indirect interest in the Property, Borrower or Equity Owner in violation of this Section (each of which shall constitute an impairment of Lender's security interests under the applicable Security Instrument), Lender shall have the absolute right, without demand or notice, to declare all Obligations secured by the Security Instrument to be immediately due and payable (including the prepayment premium, if any, set forth in the Note), except to the extent that and in such particular circumstances where exercise of such right by Lender is prohibited by law.

6.3.2 Liens. Borrower shall not create, incur, assume, permit or suffer to exist any Lien on any portion of the Collateral or the Property except for Permitted Encumbrances and Liens in favor of Lender as provided herein. Borrower shall pay at or prior to maturity, all obligations secured by or reducible to liens and encumbrances which now or hereafter shall encumber the Property, whether senior or subordinate to the Security Instrument, including all claims for work or labor performed, or materials or supplies furnished in connection with any work of improvement upon the Property, including, but not limited to, in connection with the Project; provided, however, that any such lien or encumbrance shall be paid and fully discharged by Borrower within five (5) days after demand by Lender. Borrower may contest any such claim of lien without cost or expense to Lender, but only upon posting, and concurrently supplying to

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Lender, a certified copy of a statutory bond or other security sufficient under applicable law to fully protect any and all of the Property encumbered by such claim of lien and otherwise satisfactory to Lender to protect Lender against any judgment in favor of the lien claimant.

6.3.3 Leases. Borrower shall not enter into any lease of or occupancy agreement for the Property, or any portion thereof, or modify or amend or supplement any such lease or occupancy agreement without the prior written consent of Lender.

6.3.4 Property Management. Borrower shall not appoint, terminate or replace a manager for the Property, or enter, terminate or amend any management agreement for the Property, in each case without Lender's prior written consent. Any property manager shall hold and maintain all necessary licenses, certifications and permits required by law. Borrower shall fully perform all of its covenants, agreements and obligations under any management agreement of the Property. Any management agreement will be subordinated to Lender's rights under the Security Instrument and other Loan Documents.

6.3.5 Dissolution, Etc. Borrower shall not (i) engage in any dissolution, division, liquidation or consolidation or merger with or into any other business entity, or (ii) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of the property or assets of Borrower (except as expressly permitted hereunder).

6.3.6 Change in Business; Change in Name. Borrower shall not enter into any line of business other than the ownership, operation, repair, restoration and sale of the Property. Borrower shall not change its name without first obtaining the prior written consent of Lender. In the event Lender grants such consent, Borrower shall, at Borrower's sole cost and expense, take all action required by Lender for the purpose of perfecting or protecting the lien and security interest of Lender. Borrower shall promptly notify Lender in writing of any change in the organizational identification number of Borrower. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender in writing of such organizational identification number.

6.3.7 Debt Cancellation. Borrower shall not cancel or otherwise forgive or release any claim or debt owed to Borrower by any Person, except for adequate consideration and in the ordinary course of Borrower's business.

6.3.8 Affiliate Transactions. Without Lender's prior written consent, Borrower will not enter into any transaction (including, without limitation, the purchase or sale of any property or service) with, or make any payment or transfer to, any Affiliate.

6.3.9 Zoning. Borrower shall not use or permit the use of any portion of the Property in any manner that could result in such use becoming a non-conforming use under any zoning ordinance or any other applicable land use law, rule or regulation, without the prior written consent of Lender.

6.3.10 Limitations on Distributions. So long as there is a Default or an Event of Default, Borrower shall not make any distributions to its members.

6.3.11 Other Limitations. Prior to the payment in full of the Debt, Borrower shall not, without the prior written consent of Lender, give its consent or approval to any of the following actions or items: (a) any material change in the method or conduct of the business of Borrower; or (b) the settlement of any claim against Borrower, other than a fully insured third party

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claim, in an amount greater than Ten Thousand Dollars ($10,000), such consent not to be unreasonably withheld (unless an Event of Default has occurred).

6.3.12 Compliance. Borrower, the Project and the Property and the use thereof shall comply in all respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. No Borrower Party shall be in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. No Borrower Party shall commit any act that may give any Governmental Authority the right to cause a Borrower Party to forfeit the Collateral or any part thereof or any monies paid in performance of Borrower's Obligations. Without the prior written consent of Lender, Borrower shall not seek, make or consent to any change in the lot or parcel boundaries, zoning, conditions of use, or any other applicable land use laws, ordinances, regulations, permits, approvals or licenses pertaining to the Property, except in connection with the Project, or which would constitute a violation of the warranties and representations contained in this Agreement, or would change the nature of the use or occupancy of the Property. Borrower shall within ten (10) days after receipt thereof by Borrower, or its agent or representative, deliver to Lender copies of any and all approvals, permits and licenses procured by Borrower with respect to the Property, construction and installation of improvements thereon, including in connection with the Project, or the occupancy, use and enjoyment thereof, pursuant to applicable laws, ordinances, or regulations.

6.3.13 Hazardous Materials. Borrower covenants and agrees that Borrower shall not cause or permit the presence, use, generation, manufacture, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property. Borrower shall immediately notify Lender in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened with respect to the Property in connection with any Hazardous Materials; (b) any claim made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery, compensation, loss or injury to persons or property resulting from any Hazardous Materials; and (c) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law. Without Lender's prior written consent, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, in, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Hazardous Materials (except that in the case of an emergency, Borrower shall take such action as may be reasonably required under the circumstances and shall immediately notify Lender in writing of any such action taken). So long as the Property remains subject to the Security Instrument, Lender shall have the right, on seventy-two (72) hours prior written notice to Borrower, at Borrower's expense, to enter the Property and to conduct such tests and investigations as Lender requires, in the event that Lender has a good faith belief that such tests or investigations are required or advisable, or at any time following an Event of Default, to determine whether any Hazardous Materials are present in, under, on or about the Property. Such tests and investigation shall include underground borings, groundwater analyses and borings from the floors, ceilings and walls of any improvements located on the Property.

6.4 **Post-Closing Condition.** Within ninety (90) days of the funding of the Loan (the "Deadline Date") , Borrower shall provide Lender with that certain recorded instrument, Release of Reverter to Amended and Restated Agreement for Development of King's Landing, executed by the City of Fort Pierce in form and content satisfactory to Lender. Failure to provide Lender with the aforesaid document to Lender's satisfaction on or before the Deadline Date shall,

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at Lender's option (i) cause a draw hold to be placed on the Loan and (ii) constitute an "Event of Default" under this Agreement.

7. FINANCIAL REPORTING. During the term of this Agreement, unless Lender shall otherwise consent:

7.1 Financial Reporting; Books and Records. Borrower shall maintain complete books of account and other records for the Property and Improvements and for disbursement and use of the proceeds of the Loan and Borrower's Funds, and the same shall be available for inspection and copying by Lender upon reasonable prior notice.

7.2 Interim Statements. Upon Lender's written request, for each calendar year, within (i) forty-five (45) days after the end of each of the first three calendar quarters and (ii) one hundred twenty (120) days after the end of the fourth calendar quarter, Borrower shall deliver to Lender financial statements of Borrower and Guarantor and its subsidiaries on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for the period from the beginning of such fiscal year to the end of such quarter, and the related balance sheet as of the end of such quarter, all in reasonable detail and certified by a responsible and authorized officer of Borrower and Guarantor, as applicable, subject, however, to year-end audit adjustments.

7.3 Annual Statements. Within one hundred twenty (120) days following the end of Guarantor's fiscal year, Guarantor shall deliver to Lender audited financial statements of Guarantor and its subsidiaries (including Borrower and Equity Owner) on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for such fiscal year and the related balance sheet as at the end of such fiscal year, all in reasonable detail and accompanied by an unqualified opinion of a certified public accounting firm reasonably satisfactory to Lender; provided that such financial statements shall be deemed delivered upon the publicly available filing of such financial statements.

7.4 Certificates. Borrower shall deliver, promptly after the furnishing thereof, copies of any compliance certificates or other similar compliance-related reports or letters furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to Lender pursuant to any other provision of this Section 7. The financial statements required to be delivered pursuant to this Section shall be certified by an officer of Guarantor, which certification shall also address whether Guarantor is in compliance with the Financial Covenants.

7.5 Other Information. Borrower shall deliver, promptly after the furnishing thereof, copies of any financial statements or periodic reports furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to the Lender pursuant to any other provision of this Section 7, together with any other information (whether financial or otherwise) Lender may request during the term of the Loan.

8. DEFAULT.

8.1 The occurrence of any one or more of the following shall constitute an event of default ("Event of Default") under this Agreement and the other Loan Documents:

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8.1.1 Borrower's failure to pay when due any sums payable under the Note or any of the other Loan Documents or Borrower's failure to deposit any funds with Lender as and when required under this Agreement;

8.1.2 if any representation or warranty made by Borrower herein or by any other Borrower Party in any other Loan Document shall have been false or misleading as of the date the representation or warranty was made or deemed remade;

8.1.3 if Borrower or any Guarantor incurs any Indebtedness in breach of this Agreement;

8.1.4 if there shall occur any Transfer (whether a Transfer of the Property or the direct or indirect ownership interest therein) in breach of this Agreement;

8.1.5 (A) if there is any material deviation in the construction of the Project from the Plans and Specifications or governmental requirements or the appearance or use of defective workmanship or materials in constructing the Project, and Borrower fails to remedy the same to Lender's satisfaction within thirty (30) days of Lender's written demand to do so; or (B) subject to Force Majeure Events, there is a cessation of construction of the Project prior to completion for a continuous period of more than thirty (30) days; or (C) the use, sale or leasing of any of the improvements on the Property in accordance with the Loan Documents is prohibited, enjoined or delayed for a continuous period of more than thirty (30) days; or (D) subject to Force Majeure Events, utilities or other public services necessary for the full occupancy and utilization of the Property and improvements are curtailed for a continuous period of more than thirty (30) days;

8.1.6 if there is (A) a condemnation, seizure or appropriation of, or occurrence of an uninsured casualty with respect to any material portion of the Property; (B) a sequestration or attachment of, or any levy or execution upon any of the Property, any other collateral provided by Borrower or any other party under any of the Loan Documents, any monies in any accounts or any substantial portion of the other assets of Borrower, which sequestration, attachment, levy or execution is not released, expunged or dismissed within twenty (20) days; or (C) a recording of any claim of lien against the Property or the service upon Lender of a withhold payment notice or bonded stop notice and the continuance of such claim of lien for twenty (20) days after such recording or service or five (5) days after Lender's demand, whichever occurs first, without discharge, satisfaction or provision for payment being made by Borrower in a manner satisfactory to Lender;

8.1.7 if any Borrower Party shall make an assignment for the benefit of creditors;

8.1.8 if a receiver, liquidator or trustee shall be appointed for any Borrower Party or if any Borrower Party shall be adjudicated bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, any Borrower Party, or any other Bankruptcy Action (as hereinafter defined) occurs with respect to any Borrower Party or if any proceeding for the dissolution, division (e.g., pursuant to Section 18-217 of the Delaware Limited Liability Company Act, as amended from time to time) or liquidation of any Borrower Party shall be instituted;

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8.1.9 if any Borrower Party attempts to assign its rights under this Agreement or any of the other Loan Documents or any interest herein or therein in contravention of the Loan Documents;

8.1.10 if (A) this Agreement, the Note or any other Loan Document shall, in whole or in part, terminate, cease to be effective or cease to be a legally valid, binding and enforceable obligation of any Borrower Party; (B) any Borrower Party shall take any action in connection therewith or in furtherance thereof; (C) any party to any Loan Document (other than Lender) shall assert in writing that such document has ceased to be in full force and effect; or (D) the Liens created pursuant to any Loan Document shall cease to be a fully perfected enforceable first priority security interest or any portion of the Collateral is Transferred without Lender's prior written consent;

8.1.11 the occurrence of (A) any amendment to or termination or cancellation of any of the Project Documents without Lender's prior written approval, (B) any of the Project Documents not being in full force or effect for any reason, or (C) any default by Borrower under any of the Project Documents beyond any applicable notice or cure period available thereunder;

8.1.12 if there is a failure at any time of the Security Instrument to be a valid Lien upon the Property or any portion thereof (other than as a result of any release or reconveyance of the Security Instrument with respect to all or any portion of the Property pursuant to the terms and conditions of this Agreement), prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing;

8.1.13 if a Balancing Event is not cured within five (5) Business Days after written notice thereof from Lender;

8.1.14 if Borrower or any other Borrower Party shall be in Default under any of the other terms, covenants or conditions of this Agreement or any other Loan Document not specified above; provided, however, that if such Default is curable and Borrower has not been given a notice of a similar Default within the preceding six (6) months, then it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such Default, either (x) cures the Default within thirty (30) days or (y) if the cure requires more than thirty (30) days, immediately initiates steps satisfactory to Lender to cure the Default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical; and provided further that under no circumstances shall Borrower have more than sixty (60) days to cure any such Default;

8.1.15 any breach by Borrower under the terms of any other agreement between Borrower (or any Congruent Entity) and Lender (or any Affiliate of Lender), that is not remedied within any grace period provided therein, including any agreement concerning any indebtedness or other obligation of Borrower (or any Congruent Entity) to Lender (or any Affiliate thereof), whether currently existing or entered into after the date of this Agreement;

8.1.16 if Borrower or any Guarantor defaults in any obligation to Lender, whether direct or indirect, absolute or contingent; or

8.1.17 any occurrence of any default under any other loans which Borrower (or any Congruent Entity) may have from Lender (or any Affiliate of Lender) during the term of the Loan, whether existing as of the date hereof or subsequently made (collectively, the

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"Other Loans"). Additionally, an Event of Default under the Loan Documents shall constitute an event of default under the Other Loans.

9. REMEDIES.

9.1 Description.

9.1.1 Upon the occurrence and during the continuation of an Event of Default (other than an Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above) Lender may, in addition to any other rights or remedies available to it pursuant to this Agreement and the other Loan Documents or at law or in equity, take such action, without notice or demand, that Lender deems advisable to protect and enforce its rights against Borrower and in and to the Collateral, including each and all of the following rights and remedies, to the fullest extent permitted by law, and Lender may enforce or avail itself of any or all rights and remedies of a secured party under the Uniform Commercial Code against Borrower, Equity Owner (if applicable) and the Collateral; and upon any Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above, the Debt and all other Obligations shall immediately and automatically become due and payable, without notice or demand, and Borrower hereby expressly waives any such notice or demand, anything contained herein or in any other Loan Document to the contrary notwithstanding.

(a) **Immediate Payment of Obligations**. With or without notice, to declare all Obligations secured by any Loan Document immediately due and payable.

(b) **Cure Default; Protective Advances**. With or without notice, and without releasing Borrower from any Obligation hereunder, to cure any default of Borrower and, in connection therewith, (i) to enter upon the Property in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction, and (ii) to do such acts and things as Lender may deem necessary or desirable to protect the security of the Security Instruments, including advancing funds to maintain, secure or otherwise protect the Collateral, Lender's interest therein or the priority of the Liens granted by the Loan Documents (each a "**Protective Advance**") (all of which shall constitute part of the Debt and be secured by the Security Instruments and other Loan Documents).

(c) **Manage and Operate Property**. To enter upon, possess, manage and operate the Property, or any part thereof, either in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction; to make, terminate, enforce or modify leases of or occupancy agreements for the Property upon such terms and conditions as are satisfactory to Lender and to act in any manner which Lender may deem necessary or desirable in connection therewith; and to make repairs, alterations and improvements to the Property (including, but not limited to, in connection with the Project) that Lender determines to be necessary to protect or enhance the security of the Security Instrument. All sums realized by Lender under this clause (c), less all costs and expenses incurred by it hereunder, including attorneys' fees and costs actually incurred, shall be applied to the indebtedness secured by the Security Instrument in such order of priority as Lender shall determine in its sole and absolute discretion. Neither application of such sums to such indebtedness, nor any other action taken by

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Lender under this clause (c), shall cure or waive any Event of Default or notice of Event of Default or nullify the effect of any such notice.

(d) **Resort to Collateral**. To resort to and realize upon the Collateral and any other security now or hereafter held by Lender in such order and manner as Lender may determine in its sole and absolute discretion. Resort to any or all such Collateral may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

All or any one or more of the rights, powers, privileges and other remedies available to Lender against Borrower or any other Borrower Party under this Agreement or any of the other Loan Documents or at law or in equity, may be exercised by Lender at any time and from time to time, whether or not all or any of the Debt shall be declared due and payable, and whether or not Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents with respect to the Collateral. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Without limiting the generality of the foregoing, if an Event of Default is continuing all liens and other rights, remedies or privileges provided to Lender shall remain in full force and effect until Lender has exhausted all of its remedies against the Collateral and the Collateral has been foreclosed upon, sold or otherwise realized upon in satisfaction of the Debt or the Debt has been paid in full.

9.1.2 Without limitation, upon the occurrence and during the continuation of an Event of Default, Lender shall have the right from time to time to partially foreclose upon the Collateral under the Security Instruments and the Equity Owner Pledge (if any).

9.1.3 Any amounts recovered from the Collateral after an Event of Default may be applied by Lender toward the payment of any interest or principal of the Loan or any other amounts due under the Loan Documents in such order, priority and proportions as Lender shall determine in its sole and absolute discretion.

9.2 Remedies Cumulative. The rights, powers and remedies of Lender under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which Lender may have against Borrower or any other Borrower Party pursuant to this Agreement or the other Loan Documents, or existing at law or in equity or otherwise. Lender's rights, powers and remedies may be pursued singly, concurrently or otherwise, at such time and in such order as Lender may determine. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Default or Event of Default shall not be construed to be a waiver of any subsequent Default or Event of Default or to impair any remedy, right or power consequent thereon.

9.3 Power of Attorney. For the purpose of carrying out the provisions and exercising the rights, powers and privileges granted in this Section 9, Borrower hereby irrevocably constitutes and appoints the Lender its true and lawful attorney in fact to execute, acknowledge and deliver any instruments and do and perform any acts such as are referred to in this subsection

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in the name and on behalf of Borrower. This power of attorney is a power coupled with an interest and cannot be revoked, but may only be exercised during the continuance of an Event of Default.

10. MISCELLANEOUS.

10.1 Notices. Except when otherwise required by law, any notice which a party is required or may desire to give the other shall be in writing and may be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as provided below in this Section. Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

If to Borrower: KINGS LANDING FT PIERCE LLC, a Florida limited liability company
3670 Maguire Boulevard, Orlando, Florida 32803
Attention: Mark Rosenwasser

If to Lender: Genesis Capital, LLC, a Delaware limited liability company
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403
Attention: Lending Department

10.2 Amendments and Waivers. No failure by Lender to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, the Note, each Security Instrument, the Equity Owner Pledge (if applicable) or any other Loan Documents or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver, express or implied, of any such breach or of such covenant, agreement, term or condition. No amendment or waiver of any provision of the Loan Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

10.3 Invalid Provisions. If any provision of any Loan Document is held to be illegal, invalid or unenforceable, such provision shall be fully severable; the Loan Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof; the remaining provisions thereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such Loan Document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

10.4 Expenses; Indemnity.

10.4.1 Borrower shall pay, whether or not the closing of the Loan occurs or any Advance is made to Borrower hereunder, all costs and expenses incurred by Lender or any of its Affiliates, from time to time, including documentation and diligence fees and expenses, all search, audit, appraisal, recording, professional and filing fees and expenses and all other out-of-pocket charges and expenses (including UCC and judgment and tax lien searches and UCC filings and fees for post-Closing UCC and judgment and tax lien searches, if required by Lender), all administrative fees and expenses and attorneys' fees and expenses actually incurred, including, (a) in any effort to enforce, protect or collect payment of any Obligations or to enforce

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any Loan Document or any related agreement, document or instrument, or effect collection hereunder or thereunder, (b) in connection with entering into, negotiating, preparing, reviewing and executing this Agreement and the other Loan Documents and all related agreements, documents and instruments, (c) in connection with instituting, maintaining, preserving, enforcing and foreclosing on Lender's security interests, whether through judicial proceedings or otherwise, (d) in defending or prosecuting any actions, claims or proceedings arising out of or relating to Lender's transactions with Borrower, (e) in seeking, obtaining or receiving any advice with respect to its rights and obligations under this Agreement, any of the other Loan Documents and all related agreements, documents and instruments, (f) in connection with any modification, restatement, supplement, amendment, waiver or extension of this Agreement or any other Loan Document or any related agreement, document or instrument, and all of the same may be charged to Borrower's account and shall be part of the Obligations, or (g) in connection with the administration of the Loan.

10.4.2 Borrower shall indemnify and hold harmless Lender and its Affiliates, officers, partners, directors, employees and agents, from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for Lender in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not Lender shall be designated a party thereto), that may be imposed on, incurred by, or asserted against Lender in any manner relating to or arising out of the transactions contemplated hereby, including (i) any and all present and future stamp and other similar taxes arising out of the transactions contemplated hereby, (ii) any delay or omission (other than to the extent attributable to Lender) to pay such taxes, (iii) environmental liabilities and (iv) any breach by Borrower of its obligations under, or any material misrepresentation by Borrower contained in this Agreement or the other Loan Documents, except in each case, for any such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements arising from the gross negligence or willful misconduct of Lender, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

10.4.3 If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or any of the other Loan Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

10.5 Approvals; Third Parties; Conditions. All approval rights retained or exercised by Lender with respect to leases, contracts, plans, studies and other matters are solely to facilitate Lender's credit underwriting, and shall not be deemed or construed as a determination that Lender has passed on the adequacy thereof for any other purpose and may not be relied upon by Borrower or any other person or entity. This Agreement is for the sole and exclusive use

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of Lender and Borrower and may not be enforced, nor relied upon, by any person or entity other than Lender and Borrower. All conditions of the obligations of Lender hereunder, including any obligation to make advances, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other Person or entity shall have standing to require satisfaction of such conditions or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time in writing in Lender's sole and absolute discretion. Without limitation on the foregoing or Section 10.13 below, wherever this Agreement or any other Loan Document requires Lender's approval or consent (or equivalent), such approval or consent (or equivalent) shall be in writing in Lender's sole and absolute discretion unless otherwise expressly stated.

10.6 Lender Not in Control; No Partnership. None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Lender the right or power to exercise control over the affairs or management of any Borrower Party, the power of Lender being limited to the rights to exercise the remedies referred to in the Loan Documents. The relationship between Borrower and Lender is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between Lender and Borrower or to create an equity in the Collateral or the Property in Lender. Lender neither undertakes nor assumes any responsibility or duty to Borrower or any other Borrower Party or to any other person with respect to the Collateral, the Property, the Project or the Loan, except as expressly provided in the Loan Documents; and notwithstanding any other provision of the Loan Documents: (1) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of any Borrower Party or its stockholders, members, or partners, and Lender does not intend to ever assume such status; (2) Lender shall in no event be liable for any debts, expenses or losses incurred or sustained by Borrower or any other Borrower Party; and (3) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or any Borrower Party or any of their stockholders, members, or partners. Lender and Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between Lender and Borrower, or to create an equity in the Collateral or the Property in Lender, or any sharing of liabilities, losses, costs or expenses.

10.7 Time of the Essence. Time is of the essence with respect to this Agreement.

10.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender and Borrower and their respective successors and assigns, provided that Borrower shall not, without the prior written consent of Lender, assign any rights, duties or obligations hereunder.

10.9 Renewal, Extension or Rearrangement. All provisions of the Loan Documents shall apply with equal effect to each and every promissory note and all amendments thereof hereinafter executed by Borrower which in whole or in part represent a renewal, extension, increase or rearrangement of the Loan.

10.10 Waivers; Representation by Legal Counsel. No course of dealing on the part of Lender, its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any right, power or privilege of Lender under any of the Loan

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Documents, shall operate as a waiver thereof. Borrower acknowledges, warrants and represents, in connection with each waiver of any right or remedy of Borrower contained in this Agreement or any other Loan Document, that it has been fully informed with respect to, and represented by counsel of its choice in connection with, such rights and remedies, and all such waivers, and after such advice and consultation, has presently and actually intended, with full knowledge of its rights and remedies otherwise available at law or in equity, to waive or relinquish such rights and remedies to the full extent specified in each such waiver. Borrower acknowledges that it has been advised by Lender to seek the advice of legal counsel in connection with the negotiation and preparation of the Loan Documents. If Borrower has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish Borrower with any defense to the enforcement of Borrower's obligations and Lender's rights under the Loan Documents.

10.11 Cumulative Rights. Rights and remedies of Lender under the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

10.12 Singular and Plural. Words used in this Agreement and the other Loan Documents in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement and the other Loan Documents shall apply to such words when used in the plural where the context so permits and vice versa.

10.13 Phrases; Rules of Construction. When used in this Agreement and the other Loan Documents, (a) the phrase "including" means "including, but not limited to," (b) the phrase "satisfactory to Lender" (or equivalent) means "in form and substance satisfactory to Lender in its sole and absolute discretion in all respects," (c) the phrase "with Lender's consent" or "with Lender's approval" (or equivalent) means such consent or approval (or equivalent) in writing in Lender's sole and absolute discretion, (d) the phrase "acceptable to Lender" (or equivalent) means "acceptable to Lender in Lender's sole and absolute discretion", (e) the word "or" is not exclusive, and (f) the word "prompt" or "immediately" in any form, or words of similar import, when used with reference to any notice required to be given or act to be undertaken by any Borrower Party shall mean notice given or act performed not later than five (5) Business Days after the occurrence of the specified event for which notice or action is required, in each case except as expressly provided otherwise herein or in any other Loan Documents. When the identity of the parties or other circumstances make appropriate in this Agreement and the other Loan Documents, the neuter gender shall include the feminine and masculine, and the singular number shall include the plural. If Borrower is composed of more than one Person, then the Obligations are joint and several; and each covenant, warranty, representation and agreement of Borrower hereunder and thereunder shall be deemed made by each such person or entity comprising Borrower, both individually and collectively.

10.14 Exhibits and Schedules. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

10.15 Titles of Articles, Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Agreement and the other Loan Documents or the exhibits hereto and thereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles,

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sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

10.16 Survival. All of the representations, warranties, covenants, and indemnities hereunder, shall survive the repayment in full of the Loan and the release of the liens evidencing or securing the Loan, and shall survive the transfer (by sale, foreclosure, conveyance in lieu of foreclosure or otherwise) of any or all right, title and interest in and to the Collateral to any party, whether or not an Affiliate of Borrower.

10.17 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THE LOAN DOCUMENTS OR IN ANY WAY RELATING TO THE LOAN OR THE PROPERTY OR THE PROJECT (INCLUDING ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER THIS AGREEMENT.

10.18 Governing Law; Venue. The Loan Documents are being executed and delivered, and are intended to be performed, in the State of California and the laws of the State of California and of the United States of America shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of the Loan Documents, except to the extent otherwise specified in the Security Instruments or any of the other Loan Documents. Any legal suit, action or proceeding against Borrower arising out of or relating to this Agreement, the Note or any other Loan Document (including the liens and security interests created under the Security Instruments) shall be instituted in any federal or state court located in Los Angeles, California or the state in which the Property is located. Borrower waives any objections which it may have based on venue or forum non conveniens of any such suit, action or proceeding, and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY MAIL, PERSONAL SERVICE OR IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW, AT THE ADDRESS SPECIFIED IN SECTION 10.1 (AND AGREES THAT SUCH SERVICE AT SUCH ADDRESS IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER ITSELF IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT).

10.19 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between Lender and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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10.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. The parties hereto agree that electronic signatures shall be deemed originals and admissible as best evidence for the execution and delivery of this Agreement by the parties hereto.

10.21 Sale, Assignment and Participation. Lender may, at any time, sell, transfer, assign or grant participations in the Loan and any of the Loan Documents or sell, transfer or assign the Loan or any interest therein, without notice to or consent of Borrower or any other Borrower Party. Lender may forward to each participant and prospective participant all documents and information which Lender now has or later may acquire relating to those obligations and to Borrower, and any partners or joint venturers of Borrower, whether furnished by Borrower or otherwise. If, at any time, Lender desires to sell, transfer or grant a participation interest in all or any portion of the Loan and Loan Documents to any third person, Borrower shall furnish in a timely manner any and all information concerning the Property and the Project, and concerning Borrower's, the other Borrower Parties' and the Property's or Project's financial condition, which information is requested by Lender or such person in connection with any such sale, transfer or participation. All such financial information shall be in such form, substance and detail as Lender, or such person, may require.

10.22 Limitation on Liability of Lender's Officers, Employees, Etc. Any obligation or liability whatsoever of Lender which may arise at any time under this Agreement or any other Loan Document shall be satisfied, if at all, out of the Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Lender's shareholders, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

10.23 Commingling of Funds. No sums collected or retained by Lender shall be deemed to be held in trust; and Lender may commingle any and all such funds or proceeds with its general assets and shall not be liable for the payment of any interest or other return thereon, except to the minimum extent required by law.

10.24 PATRIOT Act Records. Lender hereby notifies Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Borrower Party, which information includes the name and address of each Borrower Party and other information that will allow Lender to identify each Borrower Party in accordance with the PATRIOT Act.

10.25 Confidentiality. Borrower agrees, and agrees to cause each of its Affiliates, (a) to treat this Agreement and all other Loan Documents and all provisions of the Loan Documents confidentially and not to transmit any copy hereof or thereof or disclose the contents hereof or thereof, in whole or in part, to any Person (including any financial institution or intermediary) without Lender's prior written consent, other than to Borrower's members and such members' investors, advisors (including its accountants and attorneys) and officers on a need to know basis and to their respective agents, employees, officers, directors, attorneys, accounts and governmental regulatory authorities, (b) that Borrower shall inform all such Persons who receive information concerning this Agreement or any of the Loan Documents of the confidential nature hereof and thereof and shall direct them to treat the same confidentially and not to disclose it to any other Person, and (c) that each of them shall agree to be bound by these provisions. Lender reserves the right to review and approve all materials that Borrower or any Affiliate prepares that contain Lender's name or describe or refer to this Agreement or any Loan Document or any of the terms hereof or thereof or any of the transactions contemplated hereby or thereby.

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Notwithstanding any other provision of this Agreement or any Loan Document, Borrower shall not, and shall not permit any of its Affiliates to, use Lender's name (or the name of any of Lender's Affiliates) in connection with any of its business operations. Nothing contained in this Agreement or in any of the other Loan Documents is intended to permit or authorize Borrower or any of its Affiliates to make any contract on behalf of Lender. Borrower shall not be deemed in violation of this Section solely because Lender records the Uniform Commercial Code financing statements or other Loan Documents.

11. JUDICIAL REFERENCE.

11.1 Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and further because Borrower and Lender (collectively, the "Parties") wish applicable California State and Federal laws to apply, the Parties desire that their disputes be resolved by a judicial referee applying such applicable laws. The Parties expressly waive trial by jury in any action, suit, or proceeding brought to resolve any dispute, whether sounding in contract, tort or otherwise, arising out of, connected with, related to, or incidental to this Loan Agreement, the Loan, the Note any of the other Loan Documents or the relationship established among the Parties in connection with the Loan Agreement or any related document or the transactions contemplated hereby or thereby (a "Dispute") to the fullest extent permitted by Legal Requirements.

11.2 Accordingly, any Dispute arising out of or in connection with the Loan Agreement or the relationship established among the Parties in connection therewith or any other Loan Document or the transactions contemplated hereby or thereby, shall be resolved pursuant to the provisions for reference and trial by referee (without jury) set forth in California Code of Civil Procedure Section 638 et seq., or any successor statute or statute, court rule, or provision of law containing reasonably similar provisions in accordance with the provisions of this Section 11. The referee ("Referee") shall be a retired or former California or Federal judge residing in the Los Angeles, California area, who is either (i) agreed to by the Parties to a Dispute within fifteen (15) days of the notice by any Party to the other(s) of the intention to invoke this Section 11.2 to resolve the Dispute, or (ii) failing such agreement, is appointed pursuant to California Code of Civil Procedure Section 640, or any successor statute or statute, court rule, or provision of Legal Requirements containing reasonably similar provisions, in an action filed in the Superior Court of Los Angeles County, California.

11.3 The Parties agree that any Party may (and, if necessary, the other Parties shall join in such filing) file with the clerk of the Los Angeles County Superior Court, or with the appropriate judge of such court, any and all petitions, motions, applications or other documents necessary to obtain the appointment of such a Referee immediately upon the commencement of any action or proceeding to resolve any Dispute, and to conduct all necessary discovery and to proceed to a trial as expeditiously as possible. The action shall be conducted and the issues determined in compliance with all judicial rules and all statutory and decisional law of the State of California as if the matter were formally litigated in the Superior Court and not by way of judicial reference. It is the Parties' intention and the Parties and the Referee shall use their best efforts to be certain that (i) discovery be conducted for a period no longer than six (6) months from the date (the "Referee Date") the Referee is appointed (whether by stipulation or by the Superior Court), excluding motions regarding discovery, and (ii) trial be set on a date that is within nine (9) months of the Referee Date. All discovery motions shall be filed with the Referee and served upon the opposing Party no later than the last day of the six-month discovery period; provided, that the Parties agree to grant such reasonable extensions of time necessary to reflect the complexities of the issues presented for resolution. All proceedings, including trial, before the Referee shall

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be conducted at a neutral location (unless otherwise stipulated by the Parties) within twenty-five (25) miles of the downtown Los Angeles County Superior Court. The Parties agree that said Referee shall be a judge for all purposes (including, without limitation, (x) ruling on any and all discovery matters and motions and any and all pretrial or trial motions, (y) setting a schedule of pretrial proceedings, and (z) making any other orders or rulings a sitting judge of the Superior Court would be empowered to make in any action or proceeding in the Superior Court). Any matter before the Referee shall be governed by the substantive law of California, its Code of Civil Procedure, Rules of Court, Evidence Code, and such other statutes or rules which would be applicable if the matter were tried in the Superior Court, except as otherwise specifically agreed to by the Parties and approved by the Referee. The Parties intend this general reference agreement to be specifically enforceable in accordance with the California Code of Civil Procedure. Any decision of the Referee or judgment or other order entered thereon shall be appealable to the same extent and in the same manner that such decision, judgment, or order would be appealable if rendered by a judge of the Los Angeles County Superior Court. The Referee shall in his/her statement of decision set forth his/her findings of fact and conclusions of law.

11.4 During the pendency of any action or proceeding respecting a Dispute, and before the entry of any judgment therein, each of the parties to such action or proceeding shall bear equal shares of the fees, charges and costs incurred by the Referee in connection with performing the services provided in this Section. The compensation of the Referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the Referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee. If a court reporter is requested by either party, then such reporter shall be present at all proceedings, and the fees of such reporter shall be borne by the party requesting such reporter. Such fees shall be an item of recoverable costs.

11.5 Notwithstanding the foregoing and anything to the contrary herein, in the event of a default by Borrower under this Loan Agreement, Lender shall have the unilateral right to exercise its remedies in its sole and absolute direction, and under such circumstances, Lender can choose in its sole discretion to pursue resolution by Referee (as provided herein) or not and Borrower hereby waives any right to enforce the judicial reference provisions of this Loan Agreement if contrary to the choice of Lender.

Nothing in this Section 11 shall prejudice the right of any Party to obtain provisional relief or other equitable remedies as shall otherwise be available under the Code of Civil Procedure or applicable Court rules.

BORROWER AND LENDER EACH ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THE LOAN AGREEMENT AND MAKING THE LOAN.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

LENDER:

GENESIS CAPITAL, LLC,
a Delaware limited liability company

DocuSigned by:
Candice Shih
By: _____
56834763A4BC440...
Name: Candice Shih
Title: Authorized Signatory

BORROWER:

KINGS LANDING FT PIERCE LLC,
a Florida limited liability company
By: KINGS LANDING FT PIERCE GP LLC,
a Florida limited liability company, its Member and Manager

DocuSigned by:
Mark Rosenwasser
By: _____
EF5E02A3FD994F9...
Mark Rosenwasser, Manager

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Exhibit A

Definitions

"**Advance**" means (A) a borrowing under the Loan to (i) fund the Initial Advance on or around the Closing Date, or (ii) fund a Construction Advance in each case in accordance with the terms and limitations of this Agreement, or (B) any other advances of the Loan made by Lender for the purpose of making a Protective Advance, to the extent such Protective Advance is permitted under the terms of this Agreement or any of the other Loan Documents. Any other amounts paid by Lender on behalf of Borrower or any Affiliate permitted under any Loan Document shall also be an Advance for purposes of this Agreement.

"**Advance Request**" means a written request from Borrower for an Advance in form and substance acceptable to Lender, which request shall be executed and delivered by Borrower (together with any supporting documentation reasonably required by Lender) in connection with the funding of such Advance.

"**Affiliate**" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 10% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract, or otherwise.

"**Agreement**" means this Agreement, as amended from time to time.

"**Appraiser**" means an appraiser designated by Lender or accepted by Lender from time to time.

"**Borrower Party**" means, individually and collectively, as the context may require, Borrower, Equity Owner and Guarantor.

"**Borrower Principals**" means, collectively, Mark Rosenwasser, an individual, and Samuel Weiss, an individual.

"**Business Day**" means any day except a Saturday or Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to close.

"**Carveout Guaranty**" means a guaranty or indemnity agreement of any Indebtedness containing customary "**bad act**" carveouts, such as fraud, misappropriation, environmental matters, breach of representation or warranty, misapplication and certain actions pertaining to bankruptcy, insolvency, transfers of collateral and substantive consolidation but which does not guarantee payment of Indebtedness independent of such "**bad acts**"; provided, however, at any time that a claim has been made under such a guaranty or indemnity agreement (which has not been satisfied), such guaranty or indemnity agreement, as applicable, shall not be considered a Carveout Guaranty, to the extent that such claim is (a) a liability of the relevant guarantor or indemnitor for GAAP purposes.

"**Change Order**" means any amendment, supplement or other modification in any respect to any Project Document.

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"**Collateral**" means all collateral encumbered by any of the Loan Documents.

"**Committed Loan Funds**" means the amount of Loan funds Lender has committed to make available to the Project over the remaining term of the Loan, as of such date of determination. As of the date hereof, the Committed Loan Funds are as set forth in the Loan Budget.

"**Complete**" (and the lower-case version thereof) shall mean, with respect to any of the work constituting the Project for the Property, that (a) such work is substantially completed in accordance with the Lender-approved Plans and Specifications and all Legal Requirements, subject only to the completion of minor punch-list items that do not limit the use or occupancy of any portion of the Property for its intended purposes, (b) if required by Legal Requirements, a final certificate of occupancy (or similar document or certificate) has been obtained, evidencing that full use of the Property for its intended purposes has been authorized by all applicable Governmental Authorities, (c) subject to any contest rights contained herein, the Property is free of all mechanics', materialmen's, and other similar liens (or such liens have otherwise been bonded over to Lender's satisfaction), (d) the eradication of any and all outstanding municipality requirements affecting the Property, whether initiated by the Borrower, any Guarantor, any contractor, or any affiliate of (or predecessor-in-interest to) Borrower, Guarantor or any applicable contractor, and (e) Lender has received copies of all warranties from suppliers covering materials, equipment and appliances included within the applicable component of the work. The terms "Completed" "Completing" and "Completion" (and lower-case versions thereof) shall have the same meaning when used in the Loan Documents.

"**Completion Date**" - means 1/1/2027, the date by which construction of the work constituting the Project must be Complete.

"**Construction Advance**" means each Advance made by Lender, which Advance is made for the purpose of funding Project Expenditures for the completion of the Project.

"**Congruent Entity**" means any entity in which all of the Borrower Principals own an interest, and which, the Borrower Principals, in the aggregate, own (either directly or indirectly) all of the beneficial, voting, membership, partnership, stock or other ownership interests therein. For the purpose of this definition, any interest owned by the spouse of a Borrower Principal or any trust for the benefit of such Borrower Principal (or spouse), shall be deemed to be owned by such Borrower Principal.

"**Construction Documents**" means each Design Professional Agreement, the General Contractor Agreement, and each Trade Contract, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Debt**" means the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note or any other Loan Document.

"**Default**" means the occurrence of any event or condition hereunder or under any other Loan Document that, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

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"**Deposit Account Control Agreement**" means a deposit account control agreement, in form and content acceptable to Lender, among Borrower, Lender and a deposit bank approved by Lender, in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Design Professional**" means any architect, engineer, or other design professional engaged by (or on behalf of) Borrower with respect to the design or engineering of the Property.

"**Design Professional Agreement**" means any agreement between Borrower and any Design Professional, each as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Design Professional Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by any applicable Design Professional with respect to the related Design Professional Agreement.

"**Embargoed Person**" means any Person subject to trade restrictions under any Federal Trade Embargo.

"**Equity Owner**" means, individually and collectively, as the context may require, (i) the Person or Persons owning, directly or indirectly, through any contract, agreement, arrangement, understanding, relationship or otherwise, any class of voting securities (or other ownership interests) of Borrower, and (ii) the Person or Persons possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Borrower, whether through ownership of stock, by contract, or otherwise.

"**Equity Owner Pledge**" means a Membership Interest Pledge in form and content acceptable to Lender executed by Equity Owner in favor of Lender, which secures Borrower's Obligations, and any and all amendments or supplements thereto or replacements thereof.

"**Event of Default**" shall have the meaning ascribed to it in Section 8.1.

"**Federal Trade Embargo**" means any federal law imposing trade restrictions, including (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended), (ii) the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq., as amended), (iii) any enabling legislation or executive order relating to the foregoing, (iv) Executive Order 13224, and (v) the PATRIOT Act.

"**Financial Covenants**" shall have the meaning set forth in Exhibit D.

"**Force Majeure Event**" shall mean the occurrence of any of the following events: (i) acts of declared or undeclared war by a foreign enemy; (ii) riots; (iii) casualty or condemnation; (iv) floods or hurricanes; (v) earthquakes; (vi) acts of God; (vii) governmental preemption in the case of a national emergency; (viii) unavailability of materials to the extent not within the reasonable control of Borrower; (ix) strikes, lockouts or other labor trouble; (x) pandemic; (xi) governmentally mandated closures or work stoppages; (xii) changes in Legal Requirements; and (xiii) any other event or circumstance not within the reasonable control of Borrower, but "Force Majeure Event" shall not include delays, stoppage or any other interference with the construction of any improvements caused by insolvency, bankruptcy or any lack of funds of Borrower, and provided

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further, that in no event will any one or more Force Majeure Events extend the Completion Date by more than a total of ninety (90) days.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), or in such other statements by such entity as may be in general use by significant segments of the U.S. accounting profession.

"**General Contractor**" means a general contractor with a valid contractor's license in the state where the Property is located and that has been approved by Lender, which approval shall not be unreasonably withheld.

"**General Contractor Agreement**" means a guaranteed maximum price construction contract between Borrower and General Contractor for the completion of the Project in accordance with the Plans and Specifications, and consistent with the Loan Budget, in form and content reasonably acceptable to Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**General Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by a General Contractor with respect to a General Contractor Agreement.

"**Governmental Authority**" means any and all governments, public or quasi-public authorities, courts or any and all agencies, authorities, bodies, bureaus, departments, or instrumentalities of any government.

"**Guarantor**" means individually and collectively, as the context may require, and jointly and severally, Samuel Weiss, Mark Rosenwasser, , and any additional Persons (other than Equity Owner) who may sign any guaranty or indemnity in favor of Lender in connection with the Loan.

"**Guaranty**" means, individually and collectively, as the context may require, that certain Repayment Guaranty of even date herewith by Guarantor in favor of Lender, that Completion Guaranty of even date herewith by Guarantor in favor of Lender, that certain Carveout Guaranty of even date herewith by Guarantor in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Hard Costs**" means, collectively, all costs and expenses set forth in the Loan Budget, which are denominated therein as "**hard costs**".

"**Hazardous Materials**" means any chemical, substance, object, condition, material or waste that is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosivity, flammability, reproductive toxicity, infectiousness or other harmful properties or effects, including all chemicals, substances, materials and wastes that are now or hereafter may be regulated in any manner, classified as dangerous, hazardous or toxic, or as pollutants or contaminants, or to which exposure is prohibited or restricted by any federal, state or local government or public agency, board, body or authority or by any Hazardous Material Law. "Hazardous Materials" include flammable explosives, radioactive materials, polychlorinated biphenyls, asbestos, hazardous waste, radon, toxic substances or other related materials whether

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in the form of a chemical, element, compound, solution, mixture or otherwise, including those materials defined as "hazardous substances", "hazardous materials", "toxic substances", "air pollutants", "toxic pollutants", "hazardous wastes", "extremely hazardous waste" or "restricted hazardous waste" by any Hazardous Materials Law.

"**Hazardous Materials Law**" means any federal, state, or local law, ordinance or regulation or any rule adopted or guideline promulgated pursuant thereto, or any order, ruling or directive of any federal, state, local, executive, judicial, legislative, administrative or other governmental or public agency, board, body or authority relating to health, industrial hygiene, the environment, or the occupational or environmental conditions on, under or about the Property (including ambient air, soil, soil vapor, groundwater, surface water or land use), whether now or hereafter in force, including those relating to the release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property. "Hazardous Materials Law" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Carpenter Presley Tannel Hazardous Substance Account Act, and similar laws of any state in which the Property is located, as the same are now or hereafter amended.

"**Indebtedness**" of a Person means such Person's (i) obligations for borrowed money; (ii) obligations representing the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade); (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from property now or hereafter owned or acquired by such Person; (iv) obligations which are evidenced by notes, acceptances, or other instruments; (v) obligations of such Person to purchase securities or other property arising out of or in connection with the sale of the same or substantially similar securities or property; (vi) capitalized lease obligations; (vii) the Loan; (viii) letters of credit; (ix) off-balance sheet liabilities; (x) sale and leaseback transactions; and (xi) any other obligation for borrowed money or other financial accommodation which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person.

"**Indemnity**" means that certain Hazardous Substances Indemnity Agreement of even date herewith by Borrower and Guarantor (if applicable) in favor of Lender, and any and all amendments thereto.

"**Initial Advance**" means the first Advance made by Lender on or around the Closing Date.

"**Legal Requirements**" means all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting any Borrower Party or the Property or any part thereof or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Borrower, at any time in force affecting any Borrower Party or the Property or any part thereof, including any which may (i) require repairs, modifications or alterations in or to the Property or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

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"**Lien**" means any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting the Property, the Collateral or any portion thereof or interest therein, or any Borrower Party or any interest therein, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

"**Loan**" has the meaning provided in Recital A.

"**Loan Budget**" - means the budget attached hereto as Exhibit C, as the same may be amended, modified, supplemented or replaced from time to time, which budget sets forth the costs and expenses to be incurred in connection with the Completion by Borrower of the Project and is subject to the approval of Lender.

"**Loan Documents**" means each and all of: (a) this Agreement, (b) the Note, (c) the Indemnity, (d) each Guaranty, (e) the Equity Owner Pledge (if any), (f) the Deposit Account Control Agreement (if any), (g) Uniform Commercial Code financing statements relating to Borrower's interest in the Property and, to the extent Lender requires the execution of the Equity Owner's Pledge, the Equity Owner's interest in Borrower, (h) the Security Instrument, (i) all other documents evidencing, securing, governing or otherwise pertaining to the Loan, whether now or hereafter entered into, and (j) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing.

"**Material Adverse Effect**" means a material adverse effect upon (i) the business, reputation, financial condition, results of operations or properties of Borrower or any other Borrower Party, (ii) the ability of any Borrower Party to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents or the rights and remedies of Lender under the Loan Documents.

"**Maturity Date**" means 1/1/2027

"**Note**" means that certain Promissory Note of even date herewith, in the maximum principal amount of up to $6,417,600.00, executed by Borrower and payable to the order of Lender in evidence of the Loan, and any amendments or supplements thereto or any renewals or replacements thereof.

"**Obligations**" means, collectively, Borrower's obligations for the payment of the Debt and the performance of all obligations of Borrower contained in the Loan Documents.

"**OFAC List**" means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any applicable governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities, including trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

"**PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001), as amended from time to time.

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"**Permitted Encumbrances**" means any exceptions listed on the Title Policy and approved by Lender, but shall not include any monetary liens or encumbrances other than Taxes.

"**Person**" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust, or other entity or organization, or any government or political subdivision or any agency, department, or instrumentality thereof.

"**Plans and Specifications**" means the plans and specifications for the Completion of the Project (including a description of the materials, equipment and fixtures necessary for the Completion of the Project), prepared or to be prepared by (or on behalf of) Borrower after the Closing Date, including any other architectural, structural, foundation and elevator plans and specifications prepared by a Design Professional and any other mechanical, electrical, plumbing and fire protection plans and specifications prepared by any Person retained or to be retained by Borrower, the applicable Design Professional or the General Contractor, approved in writing by Lender (to the extent such approval is required by the terms of this Agreement), in each case, as the same may be amended by Change Orders applicable thereto that are permitted under this Agreement.

"**Project**" means the Completion of all capital improvements, which capital improvements are described in the Loan Budget, all completed in accordance with the Plans and Specifications that have been submitted to and approved by Lender, the Loan Budget, and all applicable Legal Requirements.

"**Project Documents**" means collectively, all Construction Documents, the Plans and Specifications, the Loan Budget, the Project Permits and the Project Schedule for the Project, as any of the foregoing may be amended, replaced, supplemented or otherwise modified from time to time in accordance with the terms and conditions of this Agreement.

"**Project Expenditure**" means costs and expenses incurred in connection with the Completion by Borrower of the Project in accordance with the Loan Budget, including interest and carrying costs.

"**Project Permits**" means collectively, all authorizations, consents and approvals, licenses and permits given or issued by Governmental Authorities, which are required for the Completion of the Project in accordance with all Legal Requirements and the Plans and Specifications for the Project, and for the performance and observance of all obligations and agreements of Borrower contained herein or in the other Loan Documents relating to the Completion of the Project, as the same may be amended, replaced, supplemented, assigned or otherwise modified from time to time in accordance with the terms of this Agreement and applicable Legal Requirements.

"**Project Schedule**" means the schedule for the projected progress of the Completion of the Project, setting forth a construction progress schedule reflecting, among other things, the anticipated dates of completion, which shall include, without limitation, a trade-by-trade breakdown of the estimated periods of commencement and completion of the specific work to be completed in connection with the Completion of the Project substantially in accordance with the Plans and Specifications and Legal Requirements, as the same may be amended, restated, replaced, supplemented, updated or otherwise modified from time to time in accordance with the terms of this Agreement or otherwise with the approval of Lender, which approval shall not be unreasonably withheld.

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"**Property**" means that certain real property located at 215 Kings Lane, Fort Pierce, FL 34950, 115 Kings Lane, Fort Pierce, FL 34950; 135 Kings Lane, Fort Pierce, FL 34950; 145 Kings Lane, Fort Pierce, FL 34950; 155 Kings Lane, Fort Pierce, FL 34950; 165 Kings Lane, Fort Pierce, FL 34950; 175 Kings Lane, Fort Pierce, FL 34950; 185 Kings Lane, Fort Pierce, FL 34950; 195 Kings Lane, Fort Pierce, FL 34950; 205 Kings Lane, Fort Pierce, FL 34950; 125 Kings Lane, Fort Pierce, FL 34950; and 225 Kings Lane, Fort Pierce, FL 34950 as more particularly described in Exhibit B attached hereto, together with the improvements and all appurtenances now or hereafter located on such real property (including any Units described on Exhibit E attached hereto).

"**Recourse Guaranty**" means, for any Person, any guaranty or indemnity agreement of Indebtedness by such Person that is not a Carveout Guaranty.

"**Reserve Account**" means, any reserve or escrow account established under the Loan Documents from time to time, which reserve or escrow account may be established, at Lender's discretion, by reserving a portion of the outstanding principal balance of the Loan for such account.

"**Retainage**" means an amount equal to the greater of (a) ten percent (10%) of the total amount payable under the applicable General Contractor Agreement and any Trade Contract, as applicable, for the Project and (b) the actual retainage amount specified in such General Contractor Agreement and any Trade Contract, as applicable, for the Project.

"**Security Instrument**" means a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, in either case executed by Borrower for the benefit of Lender encumbering a Property.

"**Site Assessment**" means an environmental site assessment (including all drafts thereof) of the Property of such scope as may be reasonably requested by Lender (including, without limitation, the taking of soil borings and air and groundwater samples and other above and below ground testing) and otherwise in form and substance acceptable to Lender, prepared by an environmental engineer approved in advance by Lender in writing, with errors and omissions insurance coverage reasonably acceptable to Lender.

"**Soft Costs**" means, collectively, all costs and expenses set forth in the Loan Budget for the applicable Project, which are denominated therein as "soft costs".

"**Stored Materials**" means materials purchased by Borrower on or prior to the date of an Advance Request for use in the completion of the Project that is the subject of such Advance Request, but either (i) stored at the Property that is the subject of the Project or a bonded warehouse, and not yet installed or incorporated into the Project or (ii) not yet delivered to such Property nor stored in a bonded warehouse. Stored Materials shall cease to be Stored Materials only when the same are installed or incorporated into the Project.

"**Stored Materials Conditions**" means that Lender shall have: (a) reasonably determined that the applicable Stored Materials are appropriate for purchase during the then current stage of completion of the Project for which such Stored Materials have been purchased; (b) received evidence that the applicable Stored Materials have been paid for and are owned by (or upon payment of the amounts to be disbursed in connection with the applicable Advance Request shall be paid for and owned by) Borrower free of all liens or claims of the vendor or any third party (provided, however, that Borrower shall be permitted to submit a request for an Advance, in the discretion of Lender, with respect to deposits and down payments for Stored Materials to the

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extent approved by Lender in its sole discretion); (c) reasonably determined that Lender has a perfected, first-priority security interest in such Stored Materials; (d) received a certification by any applicable Design Professional that it has inspected such Stored Materials and they are in the condition required under the applicable Trade Contract(s); (e) received evidence reasonably satisfactory to Lender that all such Stored Materials are insured against casualty, loss and theft in an amount at least equal to their replacement costs, and that Lender is named as an additional insured and loss payee with respect thereto; (f) received evidence that the applicable Stored Materials are or will be securely stored (i) on site at Property upon which such Stored Materials will be utilized (and Lender shall have reasonably determined that such Stored Materials kept on such Property are not in excess of such building equipment and materials as would be kept at a property under construction in accordance with good construction practice for current installation or incorporation), or (ii) in a bonded warehouse (or other location reasonably acceptable to Lender) off-site properly inventoried and clearly stenciled or otherwise marked to indicate that they are the property of Borrower, and that the warehouse or other location has been notified that Lender has a security interest in the subject Stored Materials, and Lender shall have received from Borrower the original warehouse receipt therefor, if applicable, or received a copy of the agreement with the supplier or fabricator of such Stored Materials; and (g) without limiting the foregoing, as to any materials not yet delivered to such Property, received proof of payment reasonably satisfactory to Lender from the supplier or fabricator of such materials, the cost of which is, in whole or in part, payment for all amounts covered by any prior Advance Request.

"**Subsequent Advance**" means any Advance after the Initial Advance.

"**Taxes**" means all taxes, assessments, levies and charges imposed by any Governmental Authority having jurisdiction over the Property, which are or may affect, or become a lien upon, such Property, or the rents, royalties, profits and income of the Property, or interest therein, or imposed by any Governmental Authority upon Borrower or Lender by reason of their respective interests in the Property or by reason of any payment, or portion thereof, made to Lender hereunder or pursuant to any Obligation secured by any of the Loan Documents (including all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against the Property or part thereof, together with all interest and penalties thereon), other than taxes which are measured by and imposed upon Lender's general net income.

"**Title Policy**" means an ALTA (or the relevant state equivalent in any state in which ALTA is not the commercial standard) extended Lender's title insurance policy in the amount of the Loan, with such endorsements as Lender may require, containing no exceptions to title (printed or otherwise) that are unacceptable to Lender, and insuring that Lender has a first priority Lien on the Property.

"**Trade Contract**" means any agreement, contract or purchase order between Borrower, an Affiliate of Borrower or General Contractor, on the one hand, and any Trade Contractor, on the other hand, pursuant to which such Trade Contractor agrees to provide labor, materials, equipment or services in connection with the Completion of the Project, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Trade Contractor**" means any Person that is a contractor, subcontractor, sub-subcontractor, supplier or provider of labor, materials, equipment or services in connection with the Completion of the Project.

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"**Trade Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by each Trade Contractor for the Project with respect to its related Trade Contract.

"**Transfer**" means to voluntarily or involuntarily upon death, dissolution or by any other operation of law, sell, assign, convey, transfer, pledge, encumber or otherwise dispose of, or where used as a noun, a sale, assignment, conveyance, transfer, pledge, encumbrance or other disposition.

"**Uniform Commercial Code**" means (a) with respect to the Property, the Uniform Commercial Code as in effect in the state where such Collateral is located, and (b) with respect to the ownership interests in Borrower, the Uniform Commercial Code as in effect in the State of California (except for matters which the Uniform Commercial Code of the State of California provides shall be governed by the Uniform Commercial Code in effect in any other state, in which case "**Uniform Commercial Code**" shall mean the Uniform Commercial Code as in effect from time to time in such other state), in each case as amended from time to time.

"**Unit**" shall have the meaning ascribed to it in Exhibit E attached hereto.

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Exhibit B

Legal Description

The Land referred to herein below is situated in the County of St. Lucie, State of Florida and is described as follows:

All that certain land described in the Plat of Villas at Kings Landing, recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Parcel IDs: 2410-513-0010-000-3, 2410-513-0011-000-0, 2410-513-0009-000-3, 2410-513-0008-000-6, 2410-513-0007-000-9, 2410- 513-0006-000-2, 2410-513-0012-000-7, 2410-513-0001-000-7, 2410-513-0005-000-5, 2410-513-0004-000-8, 2410-513-0003-000-1, 2410-513-0002-000-4

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Exhibit C

Loan Budget

Category	Cost Code	Notes	Total Budget	Cost Spent	Go-Forward Loan 1
Grading	Grading		$45,000.00	$0.00	$45,000.00
4200 Plumbing	3600 Plumbing - Draw 1 - Rough	Mechanical One	$34,272.00	$0.00	$34,272.00
2150 Dumpster Service	1492 Dumpster	estimated 20yd for 8 mos (est 7 pulls, at est 5 ton	$20,970.00	$0.00	$20,970.00
2160 Temporary Toilets	1491 Port-o-let	est 8 mo with weekly clean (through WastePro)	$3,240.00	$0.00	$3,240.00
2250 Masonry	4100 Block Walls		$270,276.00	$0.00	$270,276.00
2200 Foundation- Concrete	2100 Slab		$139,237.00	$0.00	$139,237.00
TOTAL SLAB			$612,986.00	$0.00	$612,986.00
4150 HVAC	3800 Mechanical - Draw 1 - Rough	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	3700 Electrical - Draw 1 - Rough	Mechanical One	$44,964.00	$0.00	$44,964.00
2400 Termite Protection	2410 Termite Shield	Boracare STARK/Arrow per sqft per Tara	$1,194.15	$0.00	$1,194.15
			$0.00	$0.00	$0.00
0000 Sprinkler & Fire Alarm System		do not need	$0.00	$0.00	$0.00
3200 Truss System	3140 Trusses / Floor Joists	CCA Todd	$57,450.00	$0.00	$57,450.00
3300 Framing Labor	3100 Framing	United Contractors	$343,646.00	$0.00	$343,646.00
TOTAL INTERIOR FRAMING			$481,174.15	$0.00	$481,174.15
			$0.00	$0.00	$0.00
3350 Window & Door Supplier	4500 Windows & Entry Door	JBR	$218,964.00	$0.00	$218,964.00
3500 Roofing Turnkey	4010 Roofing	Sunshine Roofing	$205,708.00	$0.00	$205,708.00
3530 Soffit	3530 Soffit / Fascia	Gutter Guy of Treasure Coast 12/12 labor and install pt outriggers (2x4), 1X6 T&G & 1x3 pt fascia	$42,750.00	$0.00	$42,750.00
5260 Stucco	4210 Stucco Package	Shell Systems Stucco 8/9/24 - (building C still needed for EST-$ entered is rough)	$98,799.90	$0.00	$98,799.90
3600 Garage Door	4570 Garage Doors	rick d&d-luxury line,	$25,488.00	$0.00	$25,488.00
TOTAL WINDOWS/ DOORS/ ROOF			$681,708.90	$0.00	$681,708.90
5100 Flooring	Flooring, tile, decking, backsplash	Barry Neal	$241,043.20	$0.00	$241,043.20
4150 HVAC	5800 Mechanical - Draw 2 - Trim	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	5850 - Electrical Fixtures	Mechanical One	$28,751.70	$0.00	$28,751.70
4200 Plumbing	3650 Plumbing - Draw 2 - Tubset	Mechanical One	$25,704.00	$0.00	$25,704.00
4450 Insulation	4700 Insulation	Daniel Insulation	$75,537.00	$0.00	$75,537.00
4300 Electrical	5700 Electrical - Draw 2 - Trim	Mechanical One	$29,736.00	$0.00	$29,736.00
6100 Interior Trim & Doors Supplier	6102 Interior Trim Material	ABS	$129,994.19	$0.00	$129,994.19
6200 Interior Trim Labor	4860 Trim Labor	INCLUDED ABOVE	$0.00	$0.00	$0.00
	Inspections	WEINTRAUB	$6,450.00	$0.00	$6,450.00
6300 Painting	4900 Paint Interior / Exterior	L and Jim Painting - per sqft. If upgrade to satin or eggshell finish, add .40/sf	$57,915.74	$0.00	$57,915.74
TOTAL DRYWALL			$828,061.83	$0.00	$828,061.83
Decking	Trex Decking	BFS	$53,172.60	$0.00	$53,172.60
5300 Flat Concrete	6200 Driveway / Sidewalk	Alliance Pavers	$23,624.16	$0.00	$23,624.16
5450 Landscaping	6100 Sod / Plants / Grading	Down2Earth (not including sod-sq ft not on plans)	$83,744.61	$0.00	$83,744.61
5450 Landscaping	6110 Irrigation	Down2Earth	$13,505.25	$0.00	$13,505.25
			$0.00	$0.00	$0.00
4200 Plumbing	5600 Plumbing - Draw 3 - Final	Mechanical One	$79,044.00	$0.00	$79,044.00
4500 Drywall Turnkey	5010 Drywall	Vatos Drywall	$89,166.00	$0.00	$89,166.00
6360 Cabinets Turnkey	5400 Cabinets	Kitchen Art of South Florida	$123,712.00	$0.00	$123,712.00
6430 Countertop	5420 Countertops	Kissa with Kroner USA	$82,031.62	$0.00	$82,031.62
6300 Painting	5920 Paint Final	L&Jim	$17,288.00	$0.00	$17,288.00
6300 Painting	5921 Paint Touch Up	L&Jim	$17,288.00	$0.00	$17,288.00
6650 Specialties	5250 Shelves / Mirrors / Hardware	Everlasting Image	$73,658.99	$0.00	$73,658.99
6650 Specialties	5260 Blinds	Blinds By Jason	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00
6800 Appliances Supplier	5500 Appliances	Aggressive appliances	$123,382.37	$0.00	$123,382.37
	Gas	Mechanical 1	$19,369.98	$0.00	$19,369.98
6900 Cleaning	6010 Cleans	Road Brothers	$4,918.44	$0.00	$4,918.44
6900 Cleaning	6013 Power Washing	per request (one generally scheduled after trades)	$480.00	$0.00	$480.00
			$0.00	$0.00	$0.00
	Elevators	Southeast Elevators	$201,540.00	$0.00	$201,540.00
	PAVERS-pre con for street pavers	(Alliance Pavers quote for main street pavers)	$156,075.00	$0.00	$156,075.00
	Balcony and Railings	TNT EST	$193,520.00	$0.00	$193,520.00
	Perimeter Walls		$73,680.00	$0.00	$73,680.00

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TOTAL FINAL			**$1,429,201.02**	**$0.00**	**$1,429,201.02**
				$0.00	$0.00
Total Brick & Mortar			**$3,844,131.90**	**$0.00**	**$3,844,131.90**
Permit & Impact Fees		Approx $20,000/Unit	$120,000.00	$ 1,832.90	$118,167.10
HOA Deficit Funding		Approx $2,000/Unit	$12,000.00	0	$12,000.00
Total Vertical Cost			**$3,776,131.90**	**$ 1,832.90**	**$3,774,298.00**
Plans & Design			$3,975.00	$3,975.00	$0.00
Insurance Costs			$60,000.00	$0.00	$60,000.00
Soft Costs			$997.50	$997.50	$0.00
Site Work Permit Renewal			$5,574.32	$5,574.32	$0.00
Total Horizontal Site Work			$790,308.00	$421,297.92	$369,010.08
Site Work Bond			$17,982.09	$17,982.09	$0.00
Vertical Bond	Est. 2% of Total Brick & Mortar		$122,865.00	0	$122,865.00
Total Project Cost (Less contingency & GC Fee)			**$4,777,833.81**	**$451,668.73**	**$4,326,174.08**
GC Fee			**$734,486.63**	**$ 85,051.85**	**$ 688,443.98**
Contigency			**$319,860.79**	**$0.00**	**$319,860.79**
TOTAL TOTAL			**$5,831,980.23**	**$516,711.38**	**$5,315,268.85**

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Exhibit D

Financial Covenants

"**Financial Covenants**" means Borrower and Guarantor shall, at all times, comply with the following: Liquidity shall not be less than $1,500,000.00, which financial covenant shall be calculated on a quarterly basis within 30 days of each fiscal quarter end.

"**Liquidity**" means (a) unencumbered cash and cash equivalents of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, and (b) marketable securities of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, each valued in accordance with a cash basis accounting method, GAAP (or other principles acceptable to Lender), as determined by Lender in its sole discretion.

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Exhibit E
Multiple Unit Provisions

1. Units. The Property consists of ten (10) lots (each, a "**Unit**"). The total Loan amount shall be allocated across the Units.

2. Partial Release. At any time prior to the Maturity Date, Lender shall, at Borrower's request, issue a partial reconveyance (a "**Partial Release**") from the lien of the Security Instrument of one or more of the Units (a "**Released Property**") that Borrower has proposed to sell or refinance, with Lender's approval; provided, however, that prior to or simultaneously with each such Partial Release all of the following conditions shall be satisfied:

   a. No Default and no Event of Default exists;

   b. Borrower provides Lender at least thirty (30) days' prior to the anticipated closing date of a Released Property Sale or Released Property Financing, a written request for such release together with any documents related thereto (including the sales agreement, or evidence satisfactory to Lender of Borrower entering into a new financing agreement with an unaffiliated, bona fide third party, as applicable);

   c. Lender shall have received any and all sums then due and owing under the Loan Documents together with all escrow, closing and recording costs, the costs of preparing and delivering such Partial Release and the cost of any title insurance endorsements required by Lender;

   d. Lender shall have received evidence satisfactory to Lender that (i) the Released Property to be reconveyed and the portion of the Property which shall remain encumbered by the Security Instrument are each legal parcels lawfully created in compliance with all subdivision laws and ordinances and, at Borrower's sole cost, Lender shall have received any title insurance endorsements to that effect requested by Lender; and (ii) that the portion of the Property which shall remain encumbered by the Security Instrument have the benefit of all utilities, easements, public and/or private streets, covenants, conditions and restrictions as may be necessary, in Lender's sole opinion, for the anticipated development and improvement thereof;

   e. For (A) each Unit (excluding 125 Kings Lane, Fort Pierce, FL 34950 (Lot 9) and 115 Kings Lane, Fort Pierce, FL 34950 (Lot 10)) to be reconveyed, Lender shall have received funds in an amount for each Released Property equal to 115% of par value of the Released Property, as shown below, (B) Lot 9 to be reconveyed, Lender shall have received funds in an amount equal to $1,200,000.00 and (C) Lot 10 to be reconveyed, Borrower must sell Lot 10 to an unaffiliated, bona fide third party, for the avoidance of doubt, that certain Seller Purchase and Sale Agreement dated January 17th 2025 between Borrower and Deborah Phillips Downs is considered a sale to a bona fide third party and will fulfill the release condition for a sale of Lot 10. (the "**Release Price**"):

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Address	Sq Feet	ARV	Allocation %	Allocation $	115%
165 Kings Lane - Lot 5 / Building B - Unit 1	2,186	1,595,780	18.06%	1,158,744.63	1,332,556.32
155 Kings Lane - Lot 6 / Building B - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
145 Kings Lane - Lot 7 / Building C - Unit 1	2,146	1,566,580	17.73%	1,137,541.62	1,308,172.86
135 Kings Lane - Lot 8 / Building C - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
125 Kings Lane - Lot 9 / Building D - Unit 1	2,243	1,200,000	13.58%	871,356.67	1,200,000.00
215 Kings Lane - Lot 1 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
205 Kings Lane - Lot 2 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
195 Kings Lane - Lot 3 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
185 Kings Lane - Lot 4 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
115 Kings Lane - Lot 10 / Building D - Unit 2	2,087	-			-
Totals	12,882	8,838,080	100.00%	6,417,600	7,578,180
	Total Invested Equity				
	Total Loan Amount	6,417,600			

Note:
Lot 9 and 10 are excluded from release pricing. Lot 9 release price will be $1.2MM and Lot 10 will be released upon sale without a paydown amount.

(For avoidance of doubt, no Unit may be sold by Borrower unless it is released (and, without limitation, the required payment is made) pursuant to this Exhibit E prior to or concurrently with such sale.)

f. The Partial Release is made either solely in connection with the sale of the Released Property to an unaffiliated, bona fide third party (the "**Released Property Sale**"), or solely in connection with the financing of a new loan for the Released Property, either between Borrower and Lender, or between Borrower and an unaffiliated, bona fide third party ("**Released Property Refinancing**");

g. If requested by Lender, the Borrower shall have entered into a modification of the Security Instrument to attach the correct legal description for the remaining Units in form and substance satisfactory to Lender;

h. The title insurance company insuring the priority of the Security Instrument shall have issued, at Borrower's expense, an endorsement or endorsements to the Lender's title insurance policy obtained in connection with the Loan, insuring the continued priority of the Security Instrument after the Partial Release in addition to such other endorsements as Lender may reasonably request, in each case in form and substance satisfactory to Lender;

i. Borrower shall have provided to Lender any and all documents required for the Partial Release as Lender in its sole discretion shall request, and Lender shall have executed each of the same; and

j. Borrower shall have paid all of Lender's costs and expenses associated with the Partial Release, including attorneys' fees.

3. Application of Release Price. The Release Price received by Lender for each Released Property shall be applied to reduce amounts owing with respect to the Loan in a manner determined by Lender in its sole and absolute discretion until such time that the outstanding balance of the Loan, including without limitation all principal and interest, together with any and all other costs, fees, and expenses have been repaid in full.

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Neither the acceptance of any payment nor the issuance of any partial reconveyance by Lender shall affect Borrower's obligation to repay all amounts owing under the Loan Documents or under the lien of *the* Security Instrument on the remainder of the Property and Improvements which is not reconveyed. Any amounts of the Loan repaid may not be reborrowed.

COPY VIEW

FPRA Special Meeting - 5:05 PM **5. B.**

Meeting Date: 10/21/2025

Re: FPRA Resolution 25-17

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

FPRA Resolution 25-17 Approving the Purchase of Real Property Located at 1238 Avenue D, Fort Pierce, Florida, in the Amount of $150,000.

SUMMARY:

Resolution 25-17 provides authorization to purchase the property located at 1238 Avenue D for $150,000.00. The property is currently vacant and in blighted condition. Its strategic location, between the Highwaymen Museum and the 13th Street Plaza, makes it a key site for revitalization within the Community Redevelopment Area. Acquisition of this parcel will allow the FPRA to pursue a block-wide redevelopment that maximizes community impact and advances several objectives of the Redevelopment Plan.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 4 - The Fort Pierce Redevelopment Agency shall evaluate opportunities for site and facility acquisition to implement the Goals, Policies and Projects/Activities of the Fort Pierce Community Redevelopment Plan.

Policy 20.2 - The Fort Pierce Redevelopment Agency shall evaluate and identify opportunities, including land acquisition and demolition of derelict structures to create additional green and open spaces within the Community Redevelopment Area.

RECOMMENDATION:

Staff recommends adoption of FPRA Resolution 25-17.

ALTERNATIVES:

1. Modify the resolution or direct staff to renegotiate terms.
2. Decline to authorize the purchase.

RESPONSIBLE STAFF:

Richard Chess, City Manager/FPRA Director
Shyanne Harnage, Director of Community and Economic Development

COORDINATED WITH:

City Attorney's Office

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2026
Account: 1049400 549760
Amount: $150,000
OTHER INFORMATION:
The purchase price of $150,000, plus customary closing costs, will be funded from FPRA tax increment revenue fund balance.

Attachments

FPRA Resolution 25-17
1238 Avenue D Property Card
Contingent Offer Letter and Acceptance Email
RLS Memo

FPRA RESOLUTION NO. 25-17

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, **APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 1238 AVENUE D, FORT PIERCE, FLORIDA, IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND RELATED CLOSING DOCUMENTS;** REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida legislature enacted the Community Redevelopment Act of 1969 (Chapter 163, Part III, Florida Statutes), in order to provide certain redevelopment powers to eligible municipalities; and

WHEREAS, the Fort Pierce Redevelopment Agency (the "FPRA") was established by Ordinance H-239 in 1982 to rehabilitate, conserve, and redevelop slums and blighted areas of the City; and

WHEREAS, the FPRA is empowered pursuant to Chapter 163, Part III, Florida Statutes, to acquire real property by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of property when it is determined necessary by the agency to accomplish the Community Redevelopment Plan (the "Plan"); and

WHEREAS, the Plan, adopted by the City of Fort Pierce by Ordinance 20-019 on August 17, 2020, guides redevelopment efforts within the Community Redevelopment Area by establishing the goals, policies, and activities of the FPRA; and

WHEREAS, the Plan directs the FPRA to evaluate and identify opportunities including land acquisition and demolition of derelict structures to create additional open spaces within the Community Redevelopment Area; and

WHEREAS, the property located at 1238 Avenue D, Fort Pierce, Florida (Parcel ID: 2409-501-0005-000-4) has been identified as a strategic acquisition that is consistent with these Redevelopment Plan goals, and

WHEREAS, the subject property is currently vacant and in blighted condition, and is strategically located between the new Highwaymen Museum and the Lincoln Park Plaza; and its acquisition will support revitalization efforts and enable the FPRA to pursue redevelopment of the entire block consistent with the goals and objectives of the Plan; and

WHEREAS, the FPRA has negotiated a contingent offer to purchase the property from Steven Giordano, owner of 1238 Avenue D, in the amount of One Hundred Fifty Thousand Dollars ($150,000.00), contingent upon approval of the FPRA Board through this Resolution; and

WHEREAS, the FPRA Board finds that acquisition of this property serves a valid public purpose and is consistent with the Plan.

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 recitals are hereby adopted and incorporated as the findings of the FPRA Board.

SECTION 2. The FPRA hereby approves the purchase of the property located at 1238 Avenue D, Fort Pierce, Florida, for the sum of One Hundred Fifty Thousand Dollars ($150,000.00), plus customary closing costs.

SECTION 3. The Executive Director and Agency Attorney are hereby authorized to take all actions and execute a Purchase and Sale Agreement, closing documents, and all documents necessary to carry out the purposes of this Resolution.

SECTION 4. The purchase shall be funded through the Tax Increment Revenue Fund of the FPRA.

SECTION 5. All resolutions or parts of a resolution in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Resolution are declared to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

SECTION 7. This Resolution shall take effect upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 21st day of October, 2025.

_____
Linda Hudson, Chair
Fort Pierce Redevelopment Agency

ATTEST

_____
Linda Cox, Agency Secretary

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara Hedges, Agency Attorney

Property Identification

Site Address:	1238 AVENUE D
Sec/Town/Range:	09/35S/40E
Parcel ID:	**2409-501-0005-000-4**
Jurisdiction:	Fort Pierce
Land Use Code:	1100 - STOR-1STR
Account #:	**21054**
Map ID:	24/09N
Zoning:	General Co

Legal Description

LINCOLN PARK NO 2 BLK 1 S 13 FT OF N 63 FT OF W 1.5 FT OF LOT 3 AND ALL LOT 4

Total Areas

Finished/Under Air (SF):	1,642
Gross Sketched Area (SF):	1,778
Land Size (acres):	0.11
Land Size (SF):	4,800

Map

Earthstar Geographics

Powered by Esri

Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Ownership

Steven Giordano
5427 NW Consumer AVE
Fort Pierce, FL 34983-2310

Current Values

Just/Market value:	$102,600
Assessed value:	$102,600
Exemption value:	$0
Taxable value:	$102,600

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Links

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this Parcel: Download PDF
File for homestead exemptions.
View associated Tax Map.
Report Homestead Fraud on this parcel.

Sale History

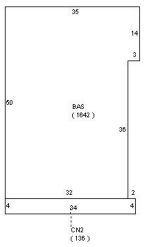
Date	Book/Page	Sale Code	Deed	Grantor	Price
Apr 15, 2024	5135/1055	0137	DEED-WD	Monroe David Wayne	$125,000
Aug 11, 2023	5029/1865	0111	C-Deed	Monroe David Wayne	$0
Jul 18, 2023	5018/1316	0119	PRDEED	Monroe (EST) Cora	$100
Jan 1, 1900	/				$0

Special Features and Yard Items

Type	Qty	Units	Year Blt
CONCRETE LOW	1	150	1955

Building Information

(1 of 1)
Finished Area: 1,642 SF
Gross Area: 1,778 SF



Exterior

Building Type:	STRL
Quality:	Y_D
Number of Units:	2
Year Built:	1954
Effective Year:	1980
Story Height:	1 Story
Roof Structure:	Flat/Shed
Roof Cover:	Tar & Gravel
Primary Wall:	Conc Block
Secondary Wall:	
View:	

Interior

Bedrooms:	0
Full Baths:	0
Half Baths:	0
A/C %:	0%
Electric:	AVERAGE
Heat Type:	
Heat Fuel:	
Heated %:	0%
Primary Int Wall:	UNFINISHED
Primary Floors:	CONC GRD

Values Breakdown

2025

Building	$83,300
SFYI	$500
Land	$18,800
Just/Market	$102,600
Ag Credit	$0
Save Our Homes or 10% Cap	$0
Assessed	$102,600
Exemptions	$0
Taxable	$102,600

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Description	Amount

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Current Year Special Assessment Breakdown

Start Year	Units	Description	Amount
1999	2.1	Fort Pierce Stormwater Charge	$144.90

This does not necessarily represent the total Special Assessments that could be charged against this property.
The total amount charged for special assessments is reflected on the most current tax statement and information is available with the **SLC Tax Collector's Office**

Permits

Number	Issue Date	Description	Amount	Fees
24-1573	May 3, 2024	Roof	$12,000	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in **Fort Pierce**

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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FORT PIERCE REDEVELOPMENT AGENCY

Via Email and U.S. Mail

September 15, 2025

Steven Giordano
5427 NW Consumer Avenue
Port St. Lucie, Florida 34983
giordanosconstruction@aol.com

Re: Contingent Offer to Purchase Property at 1238 Avenue D

Dear Mr. Giordano,

As we discussed on September 3, 2025, I am extending a contingent offer to purchase your property located at 1238 Avenue D, Fort Pierce, Florida, in the amount of **One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00)**.

Please note that while I am authorized to extend this offer on behalf of the FPRA, final approval of the purchase must be granted by the FPRA Board. Should you accept this offer, the proposed transaction will be placed on a future FPRA Board agenda for review and final action.

If you are agreeable to this offer, please indicate your acceptance in writing at your earliest convenience. This offer shall remain valid until October 15, 2025, unless extended by the FPRA. Upon receipt, we will prepare the necessary documents and coordinate next steps leading up to FPRA Board consideration.

Should you have any questions, please free to contact me directly at 772-465-4170 or rchess@cityoffortpierce.com.

Sincerely,

Richard D. Chess, MBA
City Manager/FPRA Executive Director

c: Agency Attorney
Community & Economic Development Director

Outlook

RE: Contingent Offer to Purchase 1238 Avenue D

From GIordanos Construction <giordanosconstruction@aol.com>
Date Tue 9/16/2025 12:54 PM
To Shyanne Harnage <sharnage@cityoffortpierce.com>

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

I accept offer!

-------- Original message --------
From: Shyanne Harnage <sharnage@cityoffortpierce.com>
Date: 9/15/25 3:43 PM (GMT-05:00)
To: giordanosconstruction@aol.com
Cc: Richard Chess <rchess@cityoffortpierce.com>, Sara Hedges <shedges@cityoffortpierce.com>, Camille Wallace <cwallace@cityoffortpierce.com>
Subject: Contingent Offer to Purchase 1238 Avenue D

Good afternoon, Mr. Giordano,

Please see attached contingent offer to purchase the property at 1238 Avenue D (parcel ID: 2409-501-0005-000-4). As noted in the letter, this offer is subject to FPRA Board approval. Please reply to confirm receipt and let me know if you have any questions.

Best regards,

Shyanne Harnage, MBA, FRA-RA | Community and Economic Development Director | City of Fort Pierce
Phone: 772.467.3034 • Email: sharnage@cityoffortpierce.com
100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SHYANNE HARNAGE, DIRECTOR, COMMUNITY & ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY CAW FOR

RE: REVIEW DRAFT FPRA RESOLUTION FOR FPRA TO ACQUIRE 1238 AVENUE D

CAO RLS#: 25-301

DATE: SEPTEMBER 30, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Resolution approving the acquisition of property located at 1238 Avenue D. I added one (1) minor edit to the Whereas Clause (2nd to last one) to include the phrase "owner of 1238 Avenue D" simply so the statement is clear and aligns with other clauses as to ownership of this property. **The Resolution is approved as to form and correctness** and should be presented to the FPRA Board for approval.

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

FPRA Special Meeting - 5:05 PM **5. C.**

Meeting Date: 10/21/2025

Re: First Amendment to Funding Agreement with St. Lucie County for the Delaware Avenue Intersection Improvement Project

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of First Amendment to Funding Agreement with St. Lucie County for the Delaware Avenue Intersection Improvement Project to extend the time frame for major construction to occur while school is out of session.

SUMMARY:

The FPRA and St. Lucie County entered into a Funding Agreement on December 10, 2024 for the Delaware Avenue Intersection Improvement Project. 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 and resurface a portion of Delaware Avenue. 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.

The purpose of this amendment is to extend the term to December 31, 2026.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

- 3.1 The Fort Pierce Redevelopment Agency shall utilize public-private partnerships, interagency and interlocal agreements where applicable and when in accordance with Florida Statutes, to facilitate the implementation of the Community Redevelopment Plan.
- 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:

Staff recommends approval of the First Amendment.

ALTERNATIVES:

Amend or deny the First Amendment.

RESPONSIBLE STAFF:

Shyanne Harnage, Director of Community and Economic Development

COORDINATED WITH:

Christopher Lestrange, Public Works Department Assistant Director, St. Lucie County
City Attorney's Office
County Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	1049400 563100
Amount:	$250,000

OTHER INFORMATION:

This reimbursable grant will be funded through FPRA Account Code 6310 - Other Improvements - Road & Bridge. The PO will be transferred from FY25 to FY26.

Attachments

First Amendment to Funding Agreement for Delaware Avenue Intersection Improvement Project

Funding Agreement

City Attorney Memo

First Amendment to Funding Agreement
Delaware Avenue Intersection Improvement Project
C25-01-014

THIS FIRST AMENDMENT, made this _____ day of _____, 2025, 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 parties entered into a Funding Agreement on December 10, 2024, 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"); and,

WHEREAS, the parties desire to extend the term of the Funding Agreement as set forth herein.

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

1. Section 3, **Project Completion Date; Termination**, is hereby amended to read:

   3. **Project Completion Date; Termination.** The County agrees to encumber the Grant funds to pay for the Project by December 31, 2026. 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 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.

2. Except as amended herein, the remaining terms and conditions of the Funding Agreement shall remain in full force and effect.

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:

_____
CLERK

BY: _____
CHAIR

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5432765 01/17/2025 04:36:27 PM
OR BOOK 5259 PAGE 2372 - 2385 Doc Type: AGR
RECORDING: $120.50

C25-01-014

Funding Agreement
Delaware Avenue Intersection Improvement Project

THIS AGREEMENT, made this 10 day of December, 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:

Vera Smith
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: Tommie Lee Towles
CHAIR

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY

FORT PIERCE REDEVELOPMENT AGENCY

ATTEST:

Linda W. Cox
CLERK

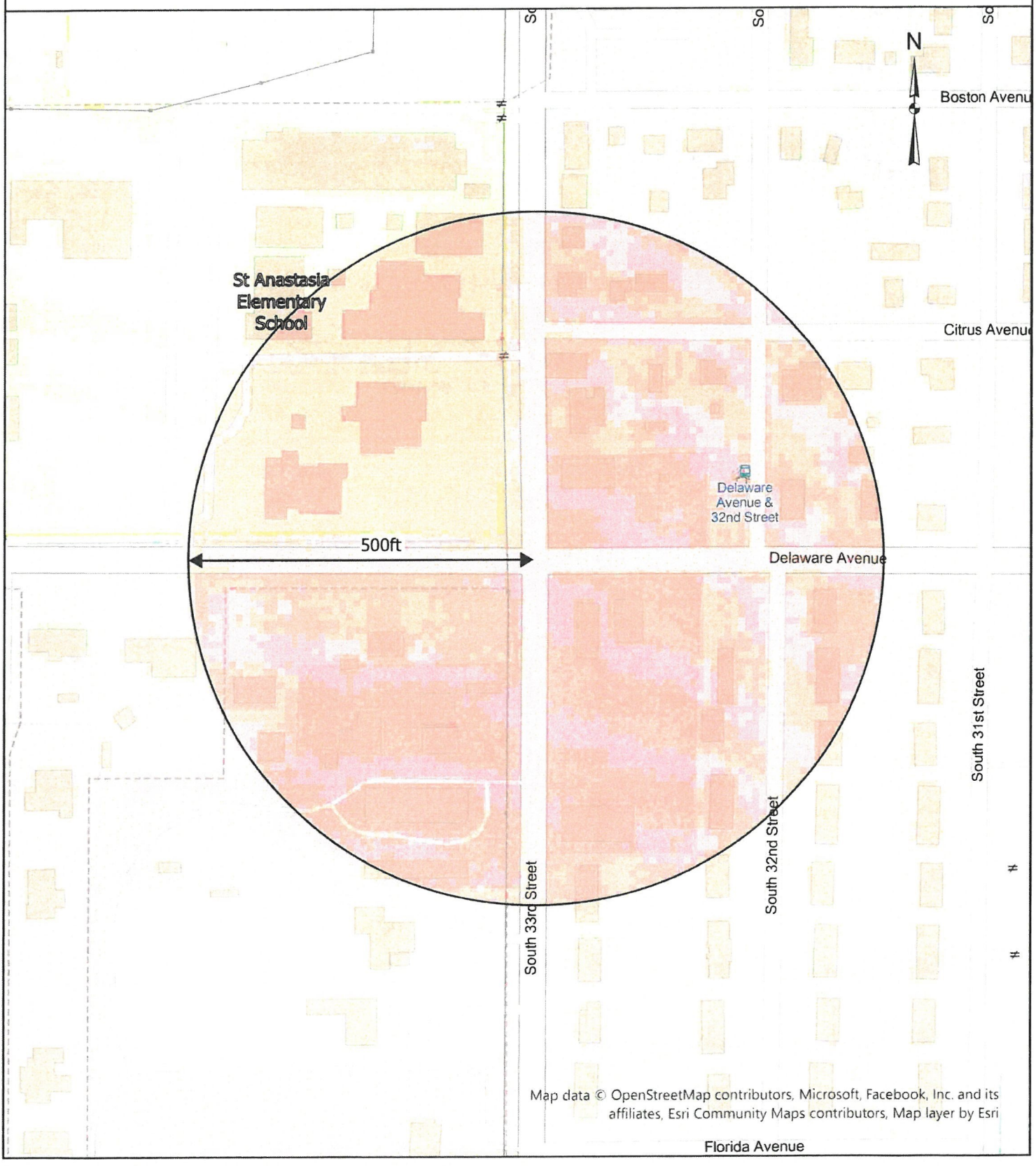
BY: Linda Hudson
CHAIR

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.

Exhibit 3

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
CITY ATTORNEY'S OFFICE Florida

TO:	AWILDA COLON, REDEVELOPMENT ASSISTANT
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW FIRST AMENDMENT TO FUNDING AGREEMENT BETWEEN ST. LUCIE COUNTY AND FPRA FOR THE DELAWARE AVE INTERSECTION IMPROVEMENT PROJECT
CAO RLS FILE:	RLS 25-296
DATE:	SEPTEMBER 9, 2025

I have reviewed the above Request for Legal Services (RLS) related to a First Amendment to the Funding Agreement with St. Lucie County for the Delaware Avenue Intersection Improvements. The First Amendment is 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

FPRA Special Meeting - 5:05 PM **5. D.**

Meeting Date: 10/21/2025

Re: Approval of the Highwaymen Museum Artist Services Agreement with Street Art Revolution LLC in the amount of $25,000

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

---

SUBJECT:

Approval of the Highwaymen Museum Artist Services Agreement with Street Art Revolution LLC in the amount of $25,000 to install a pre-selected image on the east elevation of 1234 Avenue D.

SUMMARY:

In February 2025, the City of Fort Pierce issued a Call for Artists for the installation of a pre-approved mural image on the south and east exterior elevations of the Florida Highwaymen Museum, located at 1234 Avenue D. The call attracted 83 submissions from artists around the world.

Following an initial budget review, 44 submissions were shortlisted, with higher-cost proposals excluded from further consideration. At the March 25, 2025, Arts & Culture Advisory Board meeting, members evaluated all eligible submissions and narrowed the list to 20 artists who met the project criteria.

During the April 15, 2025 meeting, the Board reaffirmed the shortlist of 20 artists. A special meeting held on April 29, 2025, focused on evaluating these finalists based on proposal quality, project timeline, and relevant experience. After scoring all submissions, the Board contacted references for the top three candidates.

At the May 27, 2025 meeting, the Board selected Street Art Revolution, LLC as the top-ranked artist for the mural installation.

Street Art Revolution, LLC has agreed to move forward with the mural project under an official agreement with the City of Fort Pierce.

RECOMMENDATION:

Staff recommends approval of the artist services agreement.

ALTERNATIVES:

Approve, deny, or revise the artist services agreement.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Attorney's Office
Arts & Culture Advisory Board
Street Art Revolution, LLC

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025
Account: 519-000-0000-549875
Amount: $25,000
OTHER INFORMATION:

The projected budget for this project is $25,000.00. The Art in Public Places restricted fund (100-1111-519-000-0000-549875) will be used to cover the costs associated with completing the City of Fort Pierce Florida Highwaymen Museum Mural.

Attachments

Signed Agreement
Preapproved Mural Image
City Attorney Memorandum
Artist Scope of Work
Artist Resume
Artist Limited Release

City of Fort Pierce
Artist Services Agreement

This Agreement is made and entered into this___day of _____, ____, by and between the **City of Fort Pierce, a Florida municipal corporation** (hereinafter referred to as "CITY"); the **Fort Pierce Redevelopment Agency**, **a dependent special district of the City of Fort Pierce, Florida** (hereinafter referred to as "FPRA"); and Street Art Revolution LLC (hereinafter referred to as "ARTIST").

WHEREAS, the CITY and FPRA have approved a recommendation to commission the ARTIST to create public mural art located at 1234 Avenue D, Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached Exhibit A; and

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

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

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

SCOPE OF SERVICES

1. The ARTIST hereby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The Location of the Work of Art shall be the East and South walls at 1234 Avenue D, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation shall be in accordance with the Proposal.
3. The Work of Art shall be completed within two (2) months of the effective date as weather permits.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the CITY and FPRA shall provide to the ARTIST a preapproved rendering of the mural for the Highwaymen Museum Mural Project.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal. Services shall also include the application of sealant or a protective mural coat to prevent fading, scuffs, or marks on the Work of Art.

7. The ARTIST must inspect and report any deficiencies identified on the wall space they will be painting on to the CITY and the FPRA before beginning the artwork. Deficiencies are issues that can inhibit the artist from properly applying the artwork, issues such as chipped paint, surface debris, etc. It will be the sole responsibility of the FPRA to correct any deficiencies before the artwork can begin.

COMPENSATION

1. The CITY shall pay the ARTIST a fixed fee of Twenty-five Thousand Dollars ($25,000), which shall constitute full compensation for services to be performed in the creation of the Work of Art.

2. The method of payment of fees shall be as follows;

   Upon signing the agreement, the CITY shall provide a down payment to the ARTIST equaling Twelve Thousand, Five Hundred Dollars ($12,500} followed by the balance of the fixed fee of Twelve Thousand, Five Hundred Dollars ($12,500) following final inspection verifying completion of Work of Art.

3. The CITY and FPRA reserves the right to inspect the progress of the Work of Art during the creation thereof. The CITY and FPRA further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art.

4. All work under this Agreement shall be completed in compliance with all applicable Code of Ordinance provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.

5. The ARTIST may not transfer or subcontract the creative or artistic portions of the Work of Art to another party without the prior written approval of the CITY and FPRA.

6. The ARTIST warrants that the work covered in this Agreement shall be the result of the artistic effort of the ARTIST and that the Work of Art shall be a derivation or interpretation based on the original preapproved design provided by the CITY and the FPRA. The ARTIST shall deliver the Work of Art free and clear of any liens, claims, or other encumbrances of any type arising from the acts of the ARTIST.

7. The ARTIST warrants that the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall, at his expense, correct any such defects which appear for a period of one (1) year from final acceptance of the Work of Art.

8. It is understood that the product produced by the ARTIST is intended to be a Work of Art. Any use by the CITY or FPRA of the Work of Art for any purpose other than the adornment of the placed site will void any warranties made by the ARTIST.

9. The ARTIST shall bear the full risk of loss of damage to the Work of Art until all services have been completed, and the Work of Art has been accepted by the CITY and FPRA. The ARTIST will take such measures as are necessary to protect the Work of Art from loss or damage until the completed Work of Art has been accepted by the CITY and FPRA.

INSURANCE

1. The ARTIST should obtain liability and property damage insurance to protect himself or herself and any subcontractors performing work required by this Agreement from claims for damage for personal injury, claims for accidental death as well as from claims of property damage which may arise from operation under this Agreement.

2. The ARTIST is solely responsible for obtaining insurance under this section. The CITY or FPRA shall not assume liability or be liable for any claims of damages which accrue as a result of inadequate insurance coverage by the ARTIST.

3. The ARTIST is an independent contractor and nothing in this agreement shall be construed as establishing in any way that the ARTIST is an employee, agent, or representative of the CITY or the FPRA. The ARTIST shall not be supervised by any employee or agent of the City of Fort Pierce or FPRA.

INDEMNIFICATION

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

2. If ARTIST is unable or unwilling to procure any of the insurances listed, ARTIST hereby agrees to be responsible for any and all claims, damages, awards, and coverage that would have been covered by insurance, to include, but not limited to

attorney's fees and legal fees. ARTIST further agrees to indemnify and hold harmless the CITY, their officials, officers and employees for any and all claims, damages, and awards resulting from negligence, omissions, or intentional acts of the ARTIST or any subcontractor that would have been covered by insurance that ARTIST failed to obtain. Further, ARTIST agrees to be solely responsible for any and all claims, damages, awards, and coverage against ARTIST resulting from negligence, omissions, or intentional acts by ARTIST that would have been covered by insurance.

TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.

2. The performance of work under this Agreement may be terminated by the CITY or FPRA in accordance with this clause in whole or in part from time to time whenever the CITY or FPRA shall determine that such termination is in the best interests of the CITY or FPRA.

3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the CITY or FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the CITY or FPRA as a result of the termination.

NOTICE

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

To the ARTIST: Name: Caron Bowman
Address: 7677 Preserve CT
City/State/Zip: West Palm Beach, FL 33412

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

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

SPECIAL PROVISIONS

1. The ARTIST shall not have the power to pledge the CITY or the FPRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any other form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

2. The CITY and FPRA are exempt from payment of Florida State Sales and Use Taxes. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY and the FPRA, nor is the ARTIST authorized to use the CITY and the FPRA's tax exemption number in securing such material. The ARTIST shall be responsible for payment of all federal state and local taxes and fees incurred in connection with this Agreement.

3. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the CITY and the FPRA. Any reproduction of the Work of Art by the City of Fort Pierce or the FPRA shall contain a credit to the ARTIST.

4. It is anticipated that during the course of ARTIST's work, the ARTIST will utilize equipment, such as a lift, to reach the areas of the building's wall that are inaccessible without assistance. It is anticipated by the ARTIST that said equipment will need to be situated on a public street, necessitating closure or blockage of the street. The CITY and/or FPRA shall make all reasonable arrangements to assist closure or blockage of the street for the ARTIST, to include employing the assistance of the police department.

ENTIRETY OF AGREEMENT; VENUE; CHOICE OF LAW

1. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements or understandings between the parties hereto oral or written with reference to the subject matter thereof that are not merged or incorporated herein. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and executed by the parties hereto.

2. Any dispute hereunder between the parties shall be resolved by resort to binding

mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida. This agreement shall be subject to and governed by the laws of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

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

ATTEST:

Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson, Chairperson

CITY OF FORT PIERCE:

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

ARTIST:

By: [signature]

Print: Karen Bowman

Title: ARTIST

Date: 8/28/25

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: ARTIST SERVICES AGREEMENT WITH STREET ART REVOLUTION, LLC - CITY OF FORT PIERCE FLORIDA HIGHWAYMEN MUSEUM

CAO RLS FILE: 25-201

DATE: JULY 31, 2025

I have reviewed the request for legal services related to the artist agreement and artist limited release for the Highwaymen Museum mural. A redlined copy of the artist agreement is attached with the following substantive changes:

- Risk Management's recommended language under the Indemnification section was added.

- Your submission asked whether the agreement should include the responsibility of the City to arrange the closure/blockage of the street to allow the Artist to access a lift. If there is an understanding between the artist and the City/FPRA on the City's/FPRA's responsibility to procure the closure, then a provision should be included in the agreement memorializing this understanding. I added section 4 under "Special Provisions" to generally describe what is requested, but please review this for any edits you believe are appropriate. It is advised that you speak with the Police Department on the feasibility of closing down the street and what that may involve the Police Department (in manpower or other resources).
    - Section 4 reads: "It is anticipated that during the course of ARTIST's work, the ARTIST will utilize equipment, such as a lift, to reach the areas of the building's wall that are inaccessible without assistance. It is anticipated by the ARTIST that said equipment will need to be situated on a public street, necessitating closure or blockage of the street. The CITY and/or FPRA shall make all reasonable arrangements to assist closure or blockage of the street for the ARTIST, to include employing the assistance of the police department."

The artist limited release and clean copy of the artist agreement are approved as to form and correctness.

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

Thank you.

STREET ART REVOLUTION, LLC

7677 Preserve Court, West Palm Beach, FL 33412
Contact: Caron Bowman / TEL: +1 561-317-5698
Email: bowman@streetartrevolution.org
Website: www.streetartrevolution.org

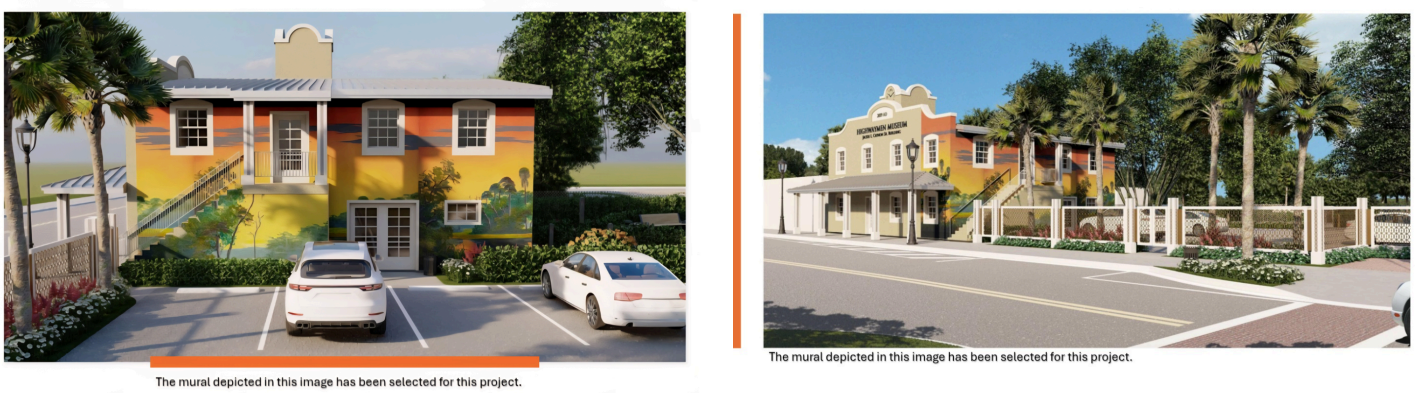
SCOPE OF WORK

Street Art Revolution LLC
7677 Preserve Court
West Palm Beach, FL 33412
bowman@streetartrevolution.org
projects@streetartrevolution.org
(561) 317-4538

SOW - Highwaymen Mural — Fort Pierce, FL
Location: 1234 Avenue D, Fort Pierce, Florida 34950
Submitted to: City of Fort Pierce
Date: June 6, 2025

1.0 Project Overview

This Scope of Work summary covers the fabrication and installation of a large-scale mural commemorating the legacy of the Florida Highwaymen artists. The mural will be located at the designated wall site in Fort Pierce, as referenced in Fig. 1 below (image provided by the City of Ft Pierce). *The following areas for coverage are indicated below : front facade (left image) and right facade (right image).*



(Fig. 1 - Highwayman Museum)

The work will be based on this image provided by the City. A site visit was conducted on Monday, June 9, 2025, to visually assess the wall condition, access points, and determine site readiness for secure storage and lift staging. Elements noted on inspection included the following: 1). Stairwell has been moved and is now facing the opposite direction from its original placement; 2). French doors were moved from the center of the building to the left side of the building facing the street (see Fig. 2) below. These changes require design changes to the original image provided by the City of Fort Pierce; due to the changes in placement of the doors and stairwell. Original call on the Mural application was for fabrication based on the first design image provided by the City of Fort Pierce (Fig 1).

(Fig. 2 - photo taken during site visit on 06/09/2025)

2.0 Scope of Work

- Mural Fabrication: hand-painted mural based on artwork provided (see Fig. 1).
- Wall Dimensions: 19 ft x 51 ft.
- Wall Location – 1234 Avenue D, Fort Pierce, Florida 34950
- Storage Requirements: secure, on-site storage area to be provided by the City of Fort Pierce to securely store lift equipment, materials, paint and supplies.
- Equipment: Includes ladders, lifts, paint brushes, rollers, and associated mural supplies and tools.
- Wall Prep: wall surface is to be pressure washed, sealed, and primed by the City of Fort Pierce prior to painting.
- Installation Timeline: Estimated duration is 60 days (weather permitting); the start date and work schedule will be determined based on equipment needs and artist availability.
- Final Protective Coating: weather-resistant sealant to be applied upon completion of Mural.

3.0 Cost Estimate

Line Item	Cost Estimate
Supplies & Paint	$6,500
Equipment & Tools (lifts, ladders, brushes, rollers)	$7,500
Artist Labor	$11,000
Estimated Total	$25,000

NOTE: These numbers reflect current estimates. Final pricing may be impacted by market fluctuations, global tariffs, availability of materials and supplies based on supply chain delays. Any significant pricing changes are to be communicated in advance of the start date of this Mural project.

4.0 Additional Considerations

- Weather Dependency: Mural production is subject to delays due to inclement weather.
- Site Security: Paint and lift storage require a secured on-site space to protect materials and equipment. A second site inspection is to be done before the start of fabrication of the Mural.
- Start date is scheduled for September 2025 and is t*o be confirmed.*
- Project Timeline: Total duration is not to exceed 60 days. Schedule to be finalized upon confirmation of start date and lift access.
- Curing Period for New Stucco / Concrete: If new stucco or concrete work has been applied to the wall, a 28-day curing period must be observed to allow for proper outgassing and ensure optimal paint adhesion. Mural work cannot begin until this period has passed.
- Collaboration: Street Art Revolution can coordinate directly with the City's Special Projects Coordinator to ensure adherence to timelines and site readiness.
- Please be advised that work cannot commence until the down payment of $12,500 is received by Street Art Revolution, LLC. *All payments are final and non-refundable*.

5.0 Next Steps

1. Confirm acceptance of scope of work (SOW) and Cost Estimate.
2. Verify wall readiness (preparation completed by the City of Fort Pierce).
3. Establish a secure on-site storage area for paint and lift equipment.
4. Provision of a gallon of paint with the current trim color and wall color for touchup and color matching.
5. Installation of parking stops after the Mural completion.
6. Finalization of project start date and scheduling based on Street Art Revolution 's availability.
7. Removal of awning over french doors by the City before painting (see Fig 3 below).
8. Access being granted to water and electrical outlets.
9. Provision of the original artwork for analyzation without it being superimposed on the Museum building.

(Fig. 3 photo taken during site visit on 06/09/2025)

SUMMARY OF QUALIFICATIONS / PROJECT RESUME]

Street Art Revolution LLC is a Black woman-owned mural company based in Florida, specializing in the fabrication of large-scale murals that transform public spaces. With a deep commitment to culture, creativity, and community, we bring bold, dynamic artwork to urban environments, enhancing the built landscape with powerful visual storytelling. Our expertise in large-scale mural fabrication allows us to collaborate with developers, municipalities, and organizations to create meaningful, high-impact public art that celebrates diversity and inspire connection.

REVOLUTION OF THE GROOVE (2021) -- Mural creation to promote community cohesiveness using concepts related to historic music for inspiration and to speak in a universal language. Ancillary programming included a community and business link mixer with a mural tour in late summer of 2022 to encourage connection between the community and businesses.

ICONS OF THE CIVIL RIGHTS MOVEMENT (2021) -- Mural creation conceptualized for education on African American historical narratives. The mural included documentation on the abbreviated biographies of the Civil Rights heroes included in the mural.

HEART AND SOUL PARK (2021) -- This project included administering a public art visioning plan for a culturally sensitive public park and working with several artists of color and community stakeholders.

HTG GHOST TRAIN (2021) -- Creation of a curatorial framework and consulting model for the integration of public art in the form of a “ghost train" into a linear park (thin elongated park usually placed on abandoned / non-functional railroad tracks) and highlighting local history.

HOMESTEAD TRANSIT STATION (2020) -- GreenSpace Park is a public art project that helps to remove (barriers (both mental and physical) while sparking imagination, forging new connections, and galvanizing the local community. This intentionally minimalistic design was associated with the architecture of the surrounding area. The color palette was chosen to create a soothing contemplative space for residents and visitors alike. Circle Connections Plaza Park as a large functional public art project, is inclusive and peaceful in shape. The design includes internal spokes representing how we connect to a whole. The pattern of the paver tiles employs an indigenous textile pattern using subtle variegated neutral shades to complement the architecture of the area.

RIVIERA BEACH PUBLIC ART PROJECT CALYPSO (2019) -- An Aquatic project theme was chosen to define the art for the Water tank and to accentuate the design for the accompanying wall mural art. Street Art Revolution provided administrative and curatorial services in addition to providing the artists to execute the creative vision of the project. This project contains several unique public works of art that highlight aquatic visuals that create a colorful, experiential, fun and multi-dimensional outdoor public art project.

PALM BEACH LAKES HIGH SCHOOL (2018) -- Several murals were created to engage students of this Title 1 School. The murals were designed to encourage student pride in their school and to encourage students to

take part in sports and recreational activities. The mural featured imagery on track and field, baseball, football, and soccer to highlight the benefits of these athletic disciplines for training in cooperation, leadership skills, and increase mental acuity.

DOWNTOWN MURAL PROJECT, WPB, Florida (2017 to Present) -- 100ft x 22ft murals. These commissions include murals creation for SubCulture Group and the West Palm Beach Downtown Development Authority. The murals are explorative and designed to draw local residents and visitors to the Downtown, West Palm Beach area. The murals are created on an ongoing and revolving basis for continual activations on business properties on the 500 block. By changing the murals on a revolving basis, it allows for the continual activation of business properties on the 500 block of Clematis Street. The downtown area experienced an increase in foot traffic due to the murals.

KALEIDOSCOPE ON THE SQUARE (2016 - 2017), WPB, Florida -- Kaleidoscope on the Square, a 350 ft x 6ft woven fence installation project, brings together the diverse community that makes up the north end of the city of West Palm Beach, FL. The project is featured by the Florida Association of Public Art Professionals.

ART PALM BEACH ART FAIR (2017) -- Street Art Revolution "Back to Black" mural creation and installation on site -- The “Back to Black” mural being a giant sketchbook inspired by Keith Haring's subway chalk drawings. The mural developed and transformed over the length of the fair.

References

Raphael Clemente

Executive Director

Palm Beach Venture Philanthropy

raphael@pbvp.org

Anita Jenkins

Director of Neighborhood Services

Riviera Beach CRA

ajenkins@rbcra.com

Dr Catherine Lowe

Lowe Collection

lowecollection@gmail.com

FEAR NO ART

The time is always right
to do what is right.
Martin Luther King Jr.
Nobody's free until
everybody's free.
Fannie Lou Hamer

Outlook

Fwd: Reference Check: Street Art Revolution

From DORETHA HAIR <dhair@aol.com>
Date Tue 5/27/2025 10:40 PM
To Audria Moore <amoore@cityoffortpierce.com>

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Sent from my iPad

Begin forwarded message:

> **From:** young@lowecollection.com
> **Date:** May 23, 2025 at 9:28:22 AM EDT
> **To:** dhair@aol.com, Lowecollection <lowecollection@gmail.com>
> **Subject: Reference Check: Street Art Revolution**
>
> Hello Mrs. Truesdell, please see the reference letter below (thank you, Derin Young / +1 561 875 4201 / +1 917 603 4913:
>
> -------- Original Message --------
> Subject: Reference Check: Street Art Revolution
> Date: 2025-05-16 12:56
> From: lowe@lowecollection.com
> To: dhair@aol.com
> Cc: young@lowecollection.com
>
> ATTENTION: Dorothea Hair Truesdell, Arts and Culture Advisory Board for the City of Fort Pierce, Florida
>
> Hello Ms. Truesdell, hope all is well. This is to transmit responses to questions related to a reference for Street Art Revolution's application to paint a mural for the City of Fort Pierce Highwayman Museum.
>
> Please be advised that we can contact you this week as regards any follow-up on this information -- please see responses below as follows:
>
> *1. How would you describe your knowledge of Street Art Revolution's experience and expertise in painting murals?*
>
> Street Art Revolution has extensive knowledge on mural creation with over a decade of experience in public art. We have worked with them on several projects and have been consistently impressed by their cultural insight and professionalism. This organization

has a keen awareness and sensitivity regarding community relations which is reflected in their work. Their work focusses on community building, hopefulness and positive outcomes.

2. If you hired Street Art Revolution to paint a mural, can you share examples of their commitment to deadlines and their commitment to follow through?

Street Art Revolution is careful to dedicate sufficient time toward preparatory work during the pre-production phases of project assignments to gain a clear understanding of scope of work and project plans. This allows for realistic projections and practical execution of mural creation based on budget, technical specifications scheduling and work conditions for smooth transition through development and production phases. We have seen this reflected in murals being done for Palm Beach County authorities as well as during a recent project completed for Florida Power and Light as well as in a recreation and sports mural now in development with our group for a public space in West Palm Beach. Street Art Revolution consistently demonstrate their dedication to reaching project goals and facilitate the necessary adjustments and processes to complete works on budget and on time.

3. Specifically, if you hired Street Art Revolution for murals, how would you describe the finished product?

Finished products usually exceed client expectations and incorporate the nuances that capture the mood and personality of the communities being served with clear conceptual execution from a forward thinking perspective.

4. Based on your experience, do you feel Street Art Revolution would be a good fit to paint a mural for the City of Fort Pierce Highwaymen Museum and the type of work involved?

With their knowledge of history and connection to the legacies honoring Black culture and heritage through public art, we feel very confident in their abilities. I highly recommend Street Art Revolution for the project of painting a mural for the City of Fort Pierce Highwaymen Museum. We can recommend them for any involvement in related assignments for the successful execution of this mural project.

Thank you for your consideration and patience, with Kind Regards,
Dr. Catherine Lowe Collection

Dr. Catherine Lowe, President
LOWE COLLECTION (USA)
LOWE ART BREAKTHROUGHS (USA)

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Outlook

Re: Reference Check: Street Art Revolution

From Audria Moore <amoore@cityoffortpierce.com>
Date Wed 5/28/2025 8:08 AM
To DORETHA HAIR <dhair@aol.com>

GREAT DAY and THANK YOU!!

Gratefully yours,

Audria

Audria V. Moore, PMP
Special Projects Coordinator
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772.467.3184 • amoore@cityoffortpierce.com

From: DORETHA HAIR <dhair@aol.com>
Sent: Tuesday, May 27, 2025 10:41 PM
To: Audria Moore <amoore@cityoffortpierce.com>
Subject: Fwd: Reference Check: Street Art Revolution

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Sent from my iPad

Begin forwarded message:

> **From:** Raphael Clemente <raphael@pbvp.org>
> **Date:** May 7, 2025 at 4:06:32 PM EDT
> **To:** DORETHA HAIR <dhair@aol.com>
> **Subject: Re: Reference Check: Street Art Revolution**
>
> Dear Mrs. Truesdell:
>
> Good afternoon. I am pleased to provide you with a reference for Street Art Revolution. Below are my responses to your questions.
>
> 1. How would you describe your knowledge of Street Art Revolution experience and expertise in painting murals?
> *The team members at Street Art Revolution are all highly experienced muralists. Over the past decade, I have either hired them or co-funded mural projects they were involved with. Though I don't have an exact count, I am confident that the number of murals I have hired them for is at least 6, perhaps more. I have also seen many other works of public art that they have produced. All of them are high-quality, appropriate for the location, and well-received by the community.*
>
> 2. If you hired Street Art Revolution to paint a mural, can you share examples of their commitment to deadlines and their commitment to follow through?
> *Street Art Revolution has been timely, thorough, and very good at communicating details about their work, timelines, challenges, and needs. In my experience, there has not been any time when they did not follow through on their commitments.*
>
> 3. Specifically, if you hired Street Art Revolution for murals, how would you describe the finished product?
> *The work produced by Street Art Revolution has always exceeded my expectations for what each mural would be upon completion. To give a specific example, the Revolution of the Groove mural in Downtown West Palm Beach was even better than the rendering that was proposed.*
>
> 4. Based on your experience, do you feel Street Art Revolution would be a good fit to paint a mural for the City of Fort Pierce Highwaymen Museum and the type of work involved?
> *I feel that Street Art Revolution would be an excellent choice to paint a mural on for the Highwaymen Museum for several reasons:*
>
> - **Cultural Alignment and Shared Mission**
> Street Art Revolution is a Black-owned, artist-led public art that specializes in creating culturally responsive public art that reflects a sense of place and respect for local culture. This mission aligns closely with the Florida Highwaymen Museum's goal of honoring the legacy of the Highwaymen—self-taught African American artists who overcame racial barriers to share their vision of Florida's natural beauty.
> - **Proven Track Record in Celebrating Black History Through Art**
> Street Art Revolution has a history of producing murals celebrating African American culture and history. Their work has been featured in public spaces,

transforming them into living galleries that honor Black history. This experience demonstrates their capability to create art that resonates with the themes central to the Highwaymen's story.

- **Expertise in Public Art and Community Engagement**
  With over a decade of experience, Street Art Revolution has been involved in various public art projects that engage communities and enhance public spaces. Their approach to art as a catalyst for positive change aligns with the vision for the Highwaymen Museum to be an integral component of community regeneration.
- **Recognition and Support from Cultural Institutions**
  The collective has received local, state, and national recognition for its work, including features on platforms like PBS's "Your South Florida," which highlighted their role in transforming public spaces through art that celebrates Black history and culture. Such recognition underscores their credibility and the impact of their work.
- **Commitment to Preserving and Promoting African American Art Heritage**
  Street Art Revolution's dedication to honoring African American art heritage makes them a fitting partner for the Florida Highwaymen Museum. Their understanding of the significance of the Highwaymen's contributions to art and culture positions them to create a mural that not only beautifies the museum but also educates and inspires visitors about this important legacy.

I recommend Street Art Revolution, without reservation, to paint a mural for the City of Fort Pierce Highwaymen Museum. If you require any additional information, please let me know.

Best regards,

RAPHAEL CLEMENTE | Executive Director
561-832-7497
500 Columbia Drive, Suite 101
West Palm Beach, FL 33409

From: DORETHA HAIR <dhair@aol.com>
Date: Wednesday, May 7, 2025 at 2:01 PM
To: Raphael Clemente <raphael@pbvp.org>
Subject: Reference Check: Street Art Revolution

Dear Mr. Clemente:

I hope this email finds you well. I am Doretha Hair Truesdell, a member of the Arts and Culture Advisory Board for the City of Fort Pierce, Florida. The Arts and Culture Advisory Board is tasked with reviewing the applications of artists applying to paint a mural for the City of Fort Pierce Highwaymen Museum.

I am reaching out because you were listed as a reference for Street Art Revolution on their application to paint a mural for the City of Fort Pierce Florida Highwaymen Museum. We would greatly appreciate your insights into their skills, work ethic and overall suitability for this project.

1. How would you describe your knowledge of Street Art Revolution experience and expertise in painting murals?

2. If you hired Street Art Revolution to paint a mural, can you share examples of their commitment to deadlines and their commitment to follow through?

3. Specifically, if you hired Street Art Revolution for murals, how would you describe the finished product?

4. Based on your experience, do you feel Street Art Revolution would be a good fit to paint a mural for the City of Fort Pierce Highwaymen Museum and the type of work involved?

We would be grateful if you could spare a few minutes to discuss these points and respond by May 23, 2025. Please feel free to reply to this email or let me know your preferred method of communication whether it be a phone call or email conversation.

Sincerely,

Doretha Hair Truesdell, Member
City of Fort Pierce, Florida Arts and Culture Advisory Board
Mobile Cell # 609-529-4990
Sent from my iPad

Outlook

Fwd: Reference Check: Street Art Revolution

From DORETHA HAIR <dhair@aol.com>
Date Tue 5/27/2025 10:42 PM
To Audria Moore <amoore@cityoffortpierce.com>

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Sent from my iPad

Begin forwarded message:

From: "Jenkins, Annetta" <ajenkins@rbcra.com>
Date: May 22, 2025 at 3:47:55 PM EDT
To: DORETHA HAIR <dhair@aol.com>
Subject: RE: Reference Check: Street Art Revolution

I would be happy to discuss and wholeheartedly recommend This team for your mural program, if needed. AJ 561-844-3408

1. How would you describe your knowledge of Street Art Revolution experience and expertise in painting murals? I have had the privilege of observing and working with this team over a number of years for our stellar mural program in the CRA area. The quality of the work is outstanding.

2. If you hired Street Art Revolution to paint a mural, can you share examples of their commitment to deadlines and their commitment to follow through? As I recall, we issued a solicitation for our various mural cycles. In advance of completing the assignment, the artists were tasked with engaging and working with the community for input and initial approvals before final designs were presented to the Board and residents. This process went very well and resulted in murals that have stood the test of time.

3. Specifically, if you hired Street Art Revolution for murals, how would you describe the finished product? The finished product was excellent and very unique and beautiful.

4. Based on your experience, do you feel Street Art Revolution would be a good fit to paint a mural for the City of Fort Pierce Highwaymen Museum and the type of work involved? I think that you would be hard pressed to find another team that could be better suited for this project. I look forward to visiting the mural and enjoying their interpretation of this seminal Florida folk art.

Please let me know if you have need of further information or response. Thank you.

From: DORETHA HAIR <dhair@aol.com>
Sent: Thursday, May 22, 2025 2:56 PM
To: Jenkins, Annetta <ajenkins@rbcra.com>
Subject: Fwd: Reference Check: Street Art Revolution

You don't often get email from dhair@aol.com. Learn why this is important
Dear Ms. Jenkins,

Just a reminder to please complete the following reference check for Street Art Revolution.

Thank you,
Doretha Hair Truesdell
City of Fort Pierce Florida Arts and Culture Advisory Board

Sent from my iPad

Begin forwarded message:

> **From:** DORETHA HAIR <dhair@aol.com>
> **Date:** May 7, 2025 at 2:03:53 PM EDT
> **To:** ajenkins@rbcra.com
> **Subject: Reference Check: Street Art Revolution**
>
> Dear Ms. Jenkins:
>
> I hope this email finds you well. I am Doretha Hair Truesdell, a member of the Arts and Culture Advisory Board for the City of Fort Pierce, Florida. The Arts and Culture Advisory Board is tasked with reviewing the applications of artists applying to paint a mural for the City of Fort Pierce Highwaymen Museum.
>
> I am reaching out because you were listed as a reference for Street Art Revolution on their application to paint a mural for the City of Fort Pierce Florida Highwaymen Museum. We would greatly appreciate your insights into their skills, work ethic and overall suitability for this project.
>
> 1. How would you describe your knowledge of Street Art Revolution experience and expertise in painting murals?
>
> 2. If you hired Street Art Revolution to paint a mural, can you share examples of their commitment to deadlines and their commitment to follow through?
>
> 3. Specifically, if you hired Street Art Revolution for murals, how would you describe the finished product?
>
> 4. Based on your experience, do you feel Street Art Revolution would be a good fit to paint a mural for the City of Fort Pierce Highwaymen Museum and the type of work involved?
>
> We would be grateful if you could spare a few minutes to discuss these points and

respond by May 23, 2025. Please feel free to reply to this email or let me know your preferred method of communication whether it be a phone call or email conversation.

Sincerely,

Doretha Hair Truesdell, Member
City of Fort Pierce, Florida Arts and Culture Advisory Board
Mobile Cell # 609-529-4990

Sent from my iPad

City of Fort Pierce
Artist's Limited Release

I Street Art Revolution LLC, as the ARTIST of the Work of Art titled Highwaymen Museum Mural Project, a derivation or interpretation based on the original preapproved design provided by the CITY and the FPRA., hereby consent to and give permission to the **City of Fort Perce Pierce** (hereinafter referred to as "CITY") and the **Fort Pierce Redevelopment Agency**, **a dependent special district of the City of Fort Pierce, Florida** (hereinafter referred to as "FPRA") to reproduce the Work of Art for publicity, awareness, and promotion of the city. Such reproduction may include the use of the Work of Art on social media platforms. The Work of Art may not, however, be used for advertising or profit making by the CITY or FPRA. Any reproduction of the Work of Art by the CITY and FPRA must contain credit to the ARTIST.

ARTIST:

Signature: _____

Print: Caren Bowman

Today's Date: 09/04/25

FPRA Special Meeting - 5:05 PM **5. E.**

Meeting Date: 10/21/2025

Re: Review and approve CRA Advisory Committee Recommendations for Comm. Facade Grant Application for 706 S. US Hwy 1 in the amount of $25,000

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Review and approve CRA Advisory Committee Recommendations for Commercial Facade Grant Application for 706 S. US Hwy 1 in the amount of $25,000 — Blue Sky Property Holdings, LLC

SUMMARY:

The CRA Advisory Committee has completed its evaluation of the most recent round of Commercial Façade Grant Program applications. This program is designed to eliminate blight and enhance the visual appearance of properties within the FPRA district, encouraging private investment, economic development, and job creation. It offers 50% matching grants, up to $25,000, for eligible exterior improvements.

All applications were evaluated based on the intent of the Commercial Façade Program, which is to support projects that provide substantial, visible improvements from the public right-of-way going beyond routine maintenance to meaningfully reduce blight within the FPRA district.

Project Description:
The proposed improvements for 706 S US Highway 1 owned by Blue Sky Property Holdings, LLC. include siding, framing, roof replacement, windows, stucco repairs, exterior paint, signs, metal awning, permanent landscaping and irrigation.

The application was evaluated by six committee members, with a maximum possible score of 600 points. The project received a perfect score of 600 out 600 points.

This represents the initial step in the grant award process. If the Board approves the Committee's recommendation, staff will prepare a grant agreement for 706 S US Highway 1 to be brought back for final approval at a future FPRA Board meeting.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 7 - The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Review the CRA Advisory Committee's recommendation and award a grant to 706 S US Highway 1 in the amount of $25,000.00.

ALTERNATIVES:

Deny or conditionally approve the application.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
CRA Advisory Committee

Fiscal Impact

OTHER INFORMATION:

There is no fiscal impact at this stage. This item represents the initial step in the grant award process. Should the Board approve the Committee's recommendation, a grant agreement will be drafted and presented to the FPRA Board for final consideration and approval.

Attachments

706 S US 1 - Presentation
706 S US Hwy 1 - Application
706 S US Hwy 1 - Evaluation sheets
Comm. Facade Program Overview
Evaluation Criteria

FORT PIERCE
REDEVELOPMENT AGENCY

Commercial Façade Grant Application

706 S US Hwy 1 – Blue Sky Property Holdings, LLC

Overview

The intent of the Commercial Façade Grant Program is to significantly enhance the appearance of buildings and eliminate slum & blight within the FPRA district.
The program offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

FPRA Plan Goals

GOAL 7
The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.

GOAL 9
The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

Commercial Façade Summary

FY 2025 - Budget for Commercial Façade $300K

FY 2025 – Awarded 9 applications total $175,742

Remaining Funds for FY 2025 $124,258

Evaluation Criteria (100 Points Total)

1. Visual Impact/Blight Elimination (50 points)
2. Total Project Investment (25 points)
3. Design & Creativity (15 points)
4. Community Impact/Public Benefit (10 points)

CRAAC Completed Evaluations

All applications were evaluated based on the intent of the Commercial Façade Program, which is to support projects that provide **substantial, visible improvements** from the public right-of-way going **beyond routine maintenance** to meaningfully **reduce blight** within the FPRA district.

Applications were reviewed and scored by six CRAAC committee members, with a maximum possible score of 600 points.

706 S US Hwy 1
Blue Sky Property Holdings, LLC

706 S US Hwy 1

CRAAC Score – 600/600 points

706 S US Hwy 1

Grant request: $25,000
Total Investment: $193,550
Building Use: Office Space

- Install siding
- Install framing
- Replace roof
- Install new windows
- Repair stucco
- Paint exterior
- Install new signage
- Add metal awning
- Install permanent landscaping
- Install irrigation system

Recommendation

- Approve the CRA Advisory Committee's recommendation to award the grant to Blue Sky Property Holdings, LLC - 706 S US Hwy 1, as the project meets the program's intent by substantially improving the building's appearance.
- Staff will prepare the agreement for this project and present it to the FPRA Board for approval at the November meeting.

Questions?

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24203

Date Submitted: 8/15/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-711-0036-000-9

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Project Property Address:*

706 S US HIGHWAY 1

Property Owner (As recorded on Warranty Deed):*

BLUE SKY PROPERTY HOLDINGS LLC

Building's Existing Use(s):*

Paint Store

Building's New Use(s) (if applicable):

Professional Office

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Remnant Construction, LLC

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Remnant Construction, LLC

Email Address:*

bnobile@remnantconstruction.com

Cell Phone Number: *

7723497015

Business Information:

Legal Business Name:

Remnant Construction, LLC

Federal Employer Identification Number / Tax ID:

823438825

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Office

Business Phone Number*

772-577-5850

Website (If applicable)

www.remnantconstruction.com

Mailing Address (If different):

201 S 2nd St, Suite 100, Fort Pierce, FL 34950

Number of Years in Business:*

7

Number of Years at Current Address:*

7

If not currently open for business at this location, when do you expect to open?

December 2025/January 2026

Project Details:

Grant amount requested?

25000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total estimated project cost?

193,550.00

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

12/31/25 Completion

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

Proposed Improvements:*

- [x] Siding/Stucco
- [x] Windows/Doors
- [x] Awnings/Canopies
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [x] Exterior Lighting
- [x] Permanent Landscaping/Irrigation
- [x] Decorative Walls & Fencing
- [ ] Security Camera System
- [x] Signs
- [x] Mural/Art Installation
- [x] Exterior Painting - Only if part of another improvement
- [x] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

Reroof building
New windows and doors
Stucco repairs
New paint
New wood look accent facade
New shade awning
New signage

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

20250722.jpg

Color photograph of the existing condition of the FRONT of building (2 of 2):*

20250722.jpg

Design Proposal/Construction Plans for the Proposed Improvements:*

Remnant HQ Docs.pdf

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

Remnant - SouthState July Stmt.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

Remnant Facade Letter.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

  To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Cost Estimates

Cost estimates from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed

Cost Estimate #1*

Remnant HQ Exterior Proposal.pdf

Cost Estimate #2*

Remnant HQ Exterior Proposal.pdf

Signature

Electronic Signature*

Brandon Nobile

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

PARTS &
AIR COMPRESSOR
INDUSTRIAL COATINGS
PUMP COATINGS
SPRAY PAINTS
SIGN PAINTS / MATERIALS
SALES &
SMALL ENGINES

The
PAINT HOUSE
We Sell the Best and Service the Best!
PAINT & EQUIPMENT
INDUSTRIAL COATINGS
ROOF COATINGS
SPRAY PAINTS
SIGN PAINTS | MATERIALS
SALES & SERVICE

ARCHITECTURAL
PROFESSIONAL SERVICES AGREEMENT

DATE: **November 08, 2024**

BETWEEN: **Remnant Construction**
C/O: Brandon Nobile
201 South 2nd Steet, Suite 100
Fort Pierce FL. 34950
Via email: ***bnobile@remnantconstruction.com***

Hereinafter referred to as the **CLIENT**

AND: **Brent A. Wood Architecture LLC**
20 SE Ocean Blvd.
Stuart, FL 34994

Hereinafter referred to as the **ARCHITECT**

FOR THE FOLLOWING PROJECT: 224044– Remnant Construction Renovation, Ft Pierce FL.

An interior renovation of a +/- 5160 G.S.F. building, located at 706 S. US Hwy. 1, Ft Pierce FL.

Renovation to include:
1. Reception area.
2. Two (2) conference rooms with 12' folding glass doors.
3. Six (6) offices.
4. Eight (8) station open work area.
5. Men's/Women's restrooms
6. Open common room that divides into two (2) spaces.
7. Storage area.

The Client and the Architect agree as follows:

1. SCOPE OF ARCHITECT'S BASIC SERVICES

A. Definition:

The Architect's Basic Services consist of those described under the phases identified below and any other services identified in this Agreement, and includes normal **Architectural, Plumbing, Mechanical, and Electrical Engineering, and Structural Engineering.**

B. Programming Phase:

The Architect shall review the requirements of the Project as determined by the Client and shall arrive at a mutual understanding of such requirements with the Client.

C. Documentation Phase:

The architect will visit the site and field measure the existing space to document existing dimensions and configuration, as he deems necessary. Based on the field measurements and/or client supplied as-built drawings, the architect will prepare existing condition plans and demolition plans which will serve as base drawings for new construction plans.

D. Schematic Design Phase:

The Architect shall prepare, for the Client, Conceptual Design Documents consisting of documents illustrating the scale of Project components and their basic relationship. These documents shall consist of the following: **Site Plan, Floor Plan, Roof Plan and Building Elevations.**

E. Construction Document Phase:

Based on the approved Schematic Design Documents, including revisions, the Architect shall prepare, for approval by the Client, Construction Documents setting forth the requirements for the construction of the Project. **Please note that the Signed and Sealed Construction Documents will be released upon our receipt of payment.**

F. Negotiations Phase:

At this time, the Architect shall assist the client in clarifying bids or requests for information from General Contractors for the construction of the Project. During this phase, the Architect shall provide clarifications of the Construction Documents to the General Contractors.

G. Permit Processing Phase:

Upon completion of the Construction Documents, the Architect shall assist the General Contractor in making application for the Building Permits, by providing clarification of the drawings and/or revisions required by government agencies having jurisdiction.

H. Construction Phase (Site Visits and Administrative):

At the client's request and as an additional service, the Architect shall visit the Project, at intervals appropriate to the stage of construction or as otherwise agreed upon with the Client to become generally familiar with the progress of the work completed, to determine, in general, if the work is being performed in a manner indicating that the work, when fully completed, will meet with the intent of the construction documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or

charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Construction Contract. Additionally, if requested by the Client, the Architect, based on observation of percentages of work completed, shall assist the Client in determining amounts due the Contractor. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Construction Documents and any and all codes, rules, standards, regulations and the requirements of regulatory bodies.
The Architect has no authority to issue a "stop-work order". **At the client's request and as an additional service,** upon observation during periodic site visits described herein, the Architect may notify the Client of readily observed non-compliant construction, relative to which, upon notice by the Client, the Client shall take appropriate measures based upon the Architect's observations to remediate, repair and/or otherwise mitigate the negative impact of such conditions up the Project, including elements of time and/or delay.

At the client's request and as an additional service, the Architect shall include providing clarifications and / or revisions to the construction documents arising out of the normal process of construction (including conflict resolution) and the review of shop drawings, product data and samples for conformance with the information given and/or concepts expressed in the construction documents.

2. ADDITIONAL SERVICES

Services rendered that are not part of those Basic Services described herein shall be provided only after instruction and/or authorization by the Client and agreement by Architect, and they shall be paid for by the Client as provided in this Agreement, in addition to the compensation for Basic Services. Additional Services shall include, but not be limited to, providing other services not included as part of the Basic Services and / or as follows:

1) Interior Design.
2) Landscape / Irrigation Design.
3) Revisions to the Construction Documents due to:
    a) Adjustments to program, budget, or previous approvals and / or instructions by the Client.
    b) Enactment or revisions of codes, laws, or regulations subsequent to the preparation of such documents.
    c) Client's failure to render decisions in a timely manner.
4) Providing services required due to significant changes in the project size, quality, complexity, or Client's schedule.
5) Processing of documents through governing authorities for permit and / or approval other than as identified in item "**G**".
6) Providing estimates of probable construction cost and other forms of construction cost estimates.
7) Preparing reproducible record drawings showing significant changes during construction.
8) Providing services of consultants for other than **Architectural, Plumbing, Mechanical and Electrical Engineering, and Structural Engineering** portions of the Project provided as a part of the Basic Services.
9) Site visits
10) Providing clarifications and / or revisions to the construction documents arising out of the normal process of construction (including conflict resolution) and the review of shop drawings, product data and samples for conformance with the information given and/or concepts expressed in the construction documents.

3. CLIENT RESPONSIBILITIES

The Architect shall coordinate its services with those services provided by the Client and the Client's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Client's consultants. The Architect shall provide prompt written notice to the Client if the Architect becomes aware of any error, omission or inconsistency in such services or information. The Client shall require its consultants to maintain professional liability insurance.

The Client shall provide the Architect with the following information and/or services with reference to the requirements of the Project:

A. Program with reference to the Client's objective
B. Civil Engineering
C. Site Requirements
D. Budgets
E. Survey, Sub-surface Soil Investigation, and/or a Boundary, Tree and Topographical Survey (The Architect shall be entitled to rely upon the accuracy and completeness) if requested by the Architect
F. Special testing (soil, chemical, etc.) if requested by the Architect
G. Special Consultants, if requested by the Architect
H. "As-Built" Construction Documents (upon which the Architect shall be entitled to rely) if requested by the Architect.

4. REIMBURSABLE EXPENSES

The Architect shall be directly reimbursed (including a 20% handling fee) for the following expenses incurred in the interest of the Project.

Reproduction of documents @ $2.00/sheet
Computer Plotting of drawings @ $2.00/sheet (other than those used by the Architect as an instrument of services)
Express postage and courier fees
Client requested renderings and models
Client requested long distance travel expenses (out of Tri-County area)
Client requested professional photography
The services of other consultants not provided as part of basic services

5. OWNERSHIP OF DOCUMENTS

The Architect shall be deemed the author of all documents prepared for this Project and shall retain ownership of all original documents, as well as all common law, statutory and other reserved rights, including the copyright to same. Copies of the drawings and specifications retained by the Client may be utilized only for his use and for occupying the project for which they were prepared, and not for the construction of any other projects. Reuse or modification of any such documents by Client, without the Architect's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend and

hold the Architect harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Electronic Data Disclaimer. It is expressly understood that CADD and BIM files ("Digital Data files") are issued at the architect's discretion and only as supplemental information for convenience to the owner, contractor or other authorized user. Digital Data files, like any electronic data, transferred in any manner or translated from the system and format used by the Architect and other design professionals on this Project ("Design Team") to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, that electronic data may be altered or corrupted whether inadvertently or otherwise. As a result, no representations or warranties, whether expressed or implied, as to the accuracy of the Digital Data files transferred are made herein. As the accuracy of the Digital Data files cannot be warranted or guaranteed, it is issued as supplemental information only and must be read in conjunction the contract documents, and to the extent there are any discrepancies between the Digital Data files and the contract documents, the physical contract documents control.

6. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon not less than seven days written notice (return receipt requested) with or without cause i.e. for "convenience". In the event of termination not the fault of the Architect, or due to the suspension of the Project, the Architect shall be compensated for all services performed prior to termination including Reimbursable Expenses.

The Client shall, within seven (7) calendar days of termination, pay the Architect for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

7. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party.

8. BETTERMENT / FIRST CLASS

If any required item or component of the project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

9. COMPENSATION

Compensation for the Basic Services described above shall be **Twenty-Eight Thousand Three Hundred-Eighty and 00/100 Dollars ($28,380.00) AND DOES NOT INCLUDE CONSTRUCTION ADMINISTRATION**. Compensation for Additional Services described above shall be provided on a lump

sum fee basis unless the scope cannot be predetermined at which time the fee shall be based on the hourly rates outlined below.

The rates above are applied based on the following specifications:

Hourly Rate Schedule:

Principal Architect	$250.00/hr.
Project Manager	$175.00/hr.
Graduate Architect	$125.00/hr.

10. PAYMENTS TO THE ARCHITECT

An initial payment of Five Thousand Seven Hundred and 00/100 Dollars ($5,700.00) shall be made upon execution of this Agreement. Subsequent payments for Basic Services shall be made in proportion to services performed within each phase of service, on the basis set forth below.

11. SCHEDULE OF COMPENSATION

Phase of Service	Payment Due
Retainer for Services/Initial Payment	**$ 5,700.00**
At Presentation of 50% Construction Documents	**$11,340.00**
At Presentation of 100% Construction Documents*	**$11,340.00**
Design Fees	**$28,380.00**

*** Please note that the Signed and Sealed Construction Documents will be released upon our receipt of payment.**

Additional Services and Reimbursable Expenses shall be invoiced at intervals commensurate with their occurrence. (Reimbursable expenses are due upon receipt).

NOTE: Payments, other than initial and reimbursable expenses, are due upon receipt and payable within 15 days from date of invoice. Any amount unpaid after 30 days shall bear interest at a rate of 1 1/2% per month from the date the payment is due. The Client shall pay for all expenses incurred in connection with the collection of overdue amounts including attorney's fees and out-of-pocket expenses. The Architect shall reserve the right to discontinue providing services on all past due accounts and/or if the Client fails to substantially perform in accordance with the terms of this Agreement.

12. ARBITRATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to binding arbitration unless the parties mutually agree otherwise.

For and in consideration of the professional fees paid by the Client and the Architect's acceptance thereof, the parties hereby expressly agree to a limitation of liability as to any/all claim(s) for all damages claimed by the Client, including any/all forms of damages, including by example and not limitation, delay damages, interest, lost profits, rents, personal injury, death, additional fees for services by others and/or any person and/or entity making claim through a legal or other relationship with the Client, arising out of any/all allegations of error and/or omission on the part of the Architect, the Architect's liability therefore shall, for all purposes, be limited to the express dollar amount of the Architect's services as specifically stated herein, or Thirty Thousand Dollars ($30,000.00), whichever is more. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

PURSUANT TO FLORIDA STATE STATUTE 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT OF BRENT A WOOD ARCHITECTURE, LLC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

13. MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the principal place of business of the Architect.

If the Client becomes delinquent on its obligations to the Architect for fees associated with services rendered on this project and / or any other project whether related to this project or not in which the Client and/or any entity and /or individual associated with the Client is obligated to the Architect, then, the Architect shall have the right to terminate its services on this project and / or any other project with the Client and /or entity and / or individual associated with the Client upon 7 days written notice. In the event of termination of the Architect's services as set forth in this paragraph, then all obligations of the Architect to perform further services for the benefit of the Client shall cease as of the date of the notice of termination.

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

Waiver of Consequential Damages.
Owner and Architect each waives any right to seek consequential damages from the other for claims, disputes, or other matters in question arising out of or relating to this Agreement.

Accelerated Schedule Disclaimer. The Client acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Client incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Client selects accelerated, phased or fast-track scheduling, the Client agrees to include in the budget for the Project sufficient contingencies to cover such costs.

Client or Lender Certifications. If the Client requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Client requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. Certification shall be issued only for those Contract Documents prepared by the Consultant. The Consultant shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement or Contract Documents prepared by the Consultant.

Your signature on this Agreement and YOUR INITIALS ON EVERY PAGE, together with the initial payment, shall serve as our instructions to proceed with the development of your Project.

If services covered by this agreement have not been completed within **12** months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be subject to renegotiation at the Architect's sole discretion.

We look forward to a mutually beneficial association.

This Agreement entered into on November 8, 2024.

CLIENT:

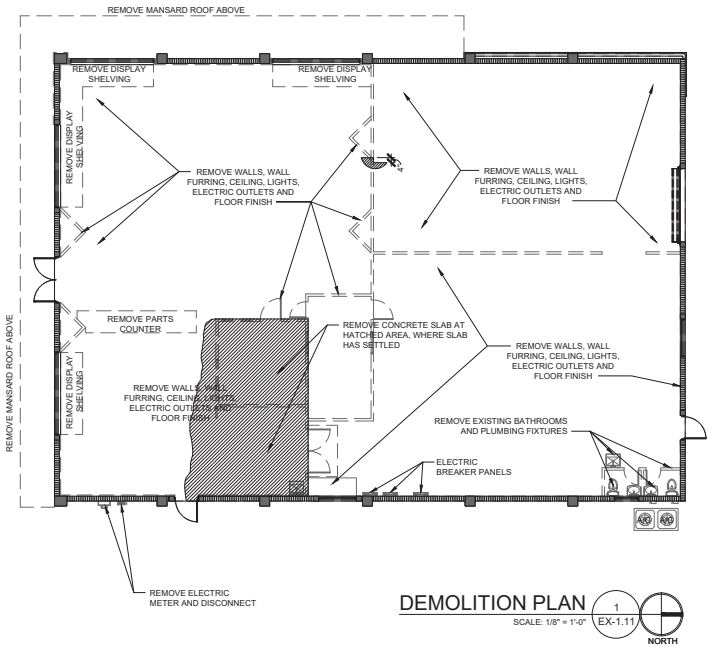
Sign : MBock

By : CFO, MARK Bock
Print Name and Title

ARCHITECT:

Brent A. Wood, N.C.A.R.B.

Principal, Brent A Wood Architecture, LLC



DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

1 EX-1.11

NORTH

DEMOLITION LEGEND

- EXISTING GLAZING SYSTEM TO REMAIN
- EXISTING 8" CMU EXTERIOR WALL TO REMAIN
- EXISTING INTERIOR FRAMED PARTITION TO REMAIN
- EXISTING REINFORCED CONCRETE COLUMNS TO REMAIN
- 8" CMU EXTERIOR WALL TO BE REMOVED
- EXISTING CONSTRUCTION, EQUIPMENT OR FIXTURES TO BE DEMOLISHED. REMOVE EXISTING PARTITONS/CONSTRUCTION, PATCH FLOOR AND WALL SURFACES TO MATCH ADJACENT SURFACES OR PREPARE TO RECEIVE NEW FINISHES

ARCH. NOTE:
DIMENSIONS SHOWN ARE NOMINAL AND FOR GENERAL REFERENCE - CRITICAL DIMENSIONS TO BE FIELD VERIFIED WITH MANUFACTURER SPECIFICATIONS PRIOR TO DEMOLITION OF PROJECT COMPONENTS

DEMOLITION NOTES

1. DO NOT CONSIDER DEMOLITION NOTES TO BE ALL INCLUSIVE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT AND ASSESS THE SPACE AND TO FULFILL THE INTENT OF THE WORK INDICATED BY THE CONTRACT DOCUMENTS. BRING ALL DEVIATIONS FROM THE CONTRACT DOCUMENTS NECESSITATED BY FIELD CONDITIONS TO THE ATTENTION OF THE ARCHITECT.

2. CUTTING AND REMOVAL INDICATED ON THE DRAWINGS ARE GENERAL INDICATIONS ONLY AND DO NOT NECESSARILY SHOW THE FULL EXTENT OF CUTTING AND REMOVAL WHICH MAY BE REQUIRED BY THE JOB CONDITIONS.

3. CONTRACTOR SHALL VERIFY AND ESTABLISH EXISTING CONDITIONS AND DIMENSIONS BEFORE PROCEEDING WITH ANY PORTION OF THE WORK.

4. CONTRACTOR SHALL VERIFY LOCATIONS AND EXTENT OF STRUCTURE AND ITEMS TO BE DEMOLISHED AND REMOVED.

5. EXTENT OF DEMOLITION AND REMOVAL WORK IS SHOWN ON DRAWINGS AND INCLUDES, BUT IS NOT NECESSARILY LIMITED TO THE FOLLOWING; EXISTING INTERIOR & EXTERIOR FINISHES, INTERIOR PARTITIONS, DOORS, FRAMES, CEILING SYSTEMS, MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS, STRUCTURAL WALLS, BEAMS & COLUMNS, ROOFING, WATERPROOFING, DOORS AND WINDOWS.

6. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY LOCAL AUTHORITIES HAVING JURISDICTION.

7. ALL DEMOLITION WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL ORDINANCES AND BUILDING CODES.

8. REMOVE AND DISPOSE OF ALL STRUCTURE AND ITEMS AS INDICATED. DEMOLISHED AND REMOVED ITEMS SHALL BE DISCARDED. TRANSPORT DEMOLISHED MATERIALS OFF OF THE OWNERS PROPERTY AND LEGALLY DISPOSE OF THEM.

9. THE CONTRACTOR SHALL SUPPLY AND COORDINATE WITH PROPERTY OWNER FOR LOCATION OF GARBAGE DUMPSTERS PRIOR TO COMMENCEMENT OF DEMOLITION.

10. CONTRACTOR IS RESPONSIBLE FOR AND WILL HAVE CONTROL OF DEMOLITION MEANS, METHODS, AND TECHNIQUES. SEQUENCES AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE ARCHITECT WILL NOT BE RESPONSIBLE FOR THE CONTRACTORS FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

11. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO DEMOLITION AND/OR CONTRACT NEGOTIATIONS AND SHALL VERIFY EXISTING CONDITIONS WITH THE DEMOLITION DOCUMENTS. DISCREPANCIES BETWEEN DEMOLITION DOCUMENTS (AND THEIR INTENT) SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION FOR CLARIFICATION. BIDS SHALL NOT BE SUBMITTED OR CONTRACTS NEGOTIATED BY THE CONTRACTOR PRIOR TO CLARIFICATION OF THE INTENT OF THE DEMOLITION DOCUMENTS WHERE SUCH INTENT IS IN DOUBT.

12. CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTION TO PORTIONS OF THE BUILDING TO REMAIN IN THE COMPLETED PROJECT.

13. NOTIFY THE ARCHITECT IF UNDOCUMENTED STRUCTURAL MEMBERS ARE UNCOVERED DURING THE COURSE OF DEMOLITION. KEEP THE ARCHITECT NOTIFIED OF THE PROGRESS OF DEMOLITION.

14. PRIOR TO THE START OF DEMOLITION AND EXCAVATION WORK, THE CONTRACTOR SHALL CALL 48 HOURS BEFORE DIGGING, Call 811 or 800-432-4770 - "Sunshine 811" TO LOCATE ALL EXISTING UTILITY LINES. ANY DISRUPTION OF UTILITY SERVICES CAUSED BY FAILURE OF PRIOR NOTIFICATION OF UTILITY COMPANIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. AND ALL COSTS ASSOCIATED WITH PROPER REPAIR AND RESTORATION OF DAMAGED UTILITY SERVICES SHALL BE BORNE BY THE CONTRACTOR.

15. WHERE ELECTRICAL WIRES ARE EXPOSED, CONTRACTOR SHALL CAP ENDS OF CUT WIRES TO PROTECT AGAINST ELECTRIC SHOCK.

16. REMOVE PROJECTIONS, HANGERS, BOLTS, NAILS, ETC. FROM EXISTING SURFACES. PATCH ALL HOLES TO MATCH THE ADJACENT SURFACES TO REMAIN.

17. CONTRACTOR SHALL SUBMIT SCHEDULE OF OPERATIONS, PHASING PLAN & SCHEDULE AND ACTION PLAN FOR OWNERS AND ARCHITECTS APPROVAL. SCHEDULE AND ACTION PLAN SHALL INCLUDE PHASING, HOURS OF OPERATION, STAGING AREA AND USE OF UTILITY SERVICES. HOURS OF OPERATION SHALL BE GOVERNED BY LOCAL JURISDICTION AND OWNER'S CONSENT.

18. CONTRACTOR SHALL SUBMIT WASTE REMOVAL PLAN, WHICH SHALL INCLUDE LOCATION PLAN OF ALL DEBRIS DUMPSTERS AND SHALL BE GOVERNED BY LOCAL JURISDICTION AND BUILDING OPERATIONS.

19. CONTRACTOR SHALL COORDINATE WITH THE PROPERTY OWNER FOR ALL SYSTEMS AND UTILITIES SHUT-OFF REQUIREMENTS WITH BUILDING OPERATIONS.

20. PEDESTRIAN PROTECTION:THE WORK OF DEMOLISHING ANY BUILDING SHALL NOT BE COMMENCED UNTIL PEDESTRIAN PROTECTION IS IN PLACE AND APPROVED BY LOCAL JURISDICTION AS GOVERNED BY THE AUTHORITY HAVING JURISDICTION.

21. WATER ACCUMULATION: CONTRACTOR SHALL MAKE PROVISIONS TO PREVENT THE ACCUMULATION OF WATER AND/OR DAMAGE TO ANY PROPERTY OR FOUNDATIONS ON THE PREMISES OR ANY ADJOINING PROPERTY.

22. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP THE JOBSITE CLEAN AND CLEAR OF DEBRIS DURING DEMOLITION. UPON COMPLETION OF THE WORK THE CONTRACTOR SHALL ENSURE THAT THE JOB SITE HAS BEEN CLEANED TO THE OWNER'S SATISFACTION, PRIOR TO THE CONTRACTOR VACATING THE SITE.

23. UTILITY CONNECTIONS: UTILITY SERVICE CONNECTIONS SHALL BE DISCONTINUED AND CAPPED IN ACCORDANCE WITH APPROVED RULES AND REGULATIONS PER THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.

It is illegal for any person to change or modify any plan or drawing prepared by a licensed architect, as set forth in Florida Statutes, Section 471.025, unless such person is licensed to practice architecture and has the consent of the architect who originally prepared the plan or drawing. Any changes made by the licensed architect shall be indicated and dated.

Date

Issue Description	Date
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Official Issue:

Seal

03.03.2025 - DEMOLITION PERMIT DRAWINGS - FOR CONSTRUCTION

Architect:
BRENT A. WOOD ARCHITECTURE LLC
BRENT A. WOOD, NCARB, AR94169
3661 Cleveland Ave. Fort Myers, FL 33901
Tel 772.220.1217 Fax 772.419.9361

Client:
Remnant Construction
c/o: Brandon Noble
201 South 2nd Street
Fort Pierce FL 34950

Project Name:
Remnant Construction
Corporate Offices
706 South US Hwy. 1
Fort Pierce FL 34950

Drawing Name:
DEMOLITION PLAN AND NOTES

Sheet Number:
D-1.11

Project Number: 2240-01
Plot Date: 03.03.2025
© 2025 Brent A Wood

Remnant
CONSTRUCTION
Remnant
CONSTRUCTION

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CONSTRUCTION

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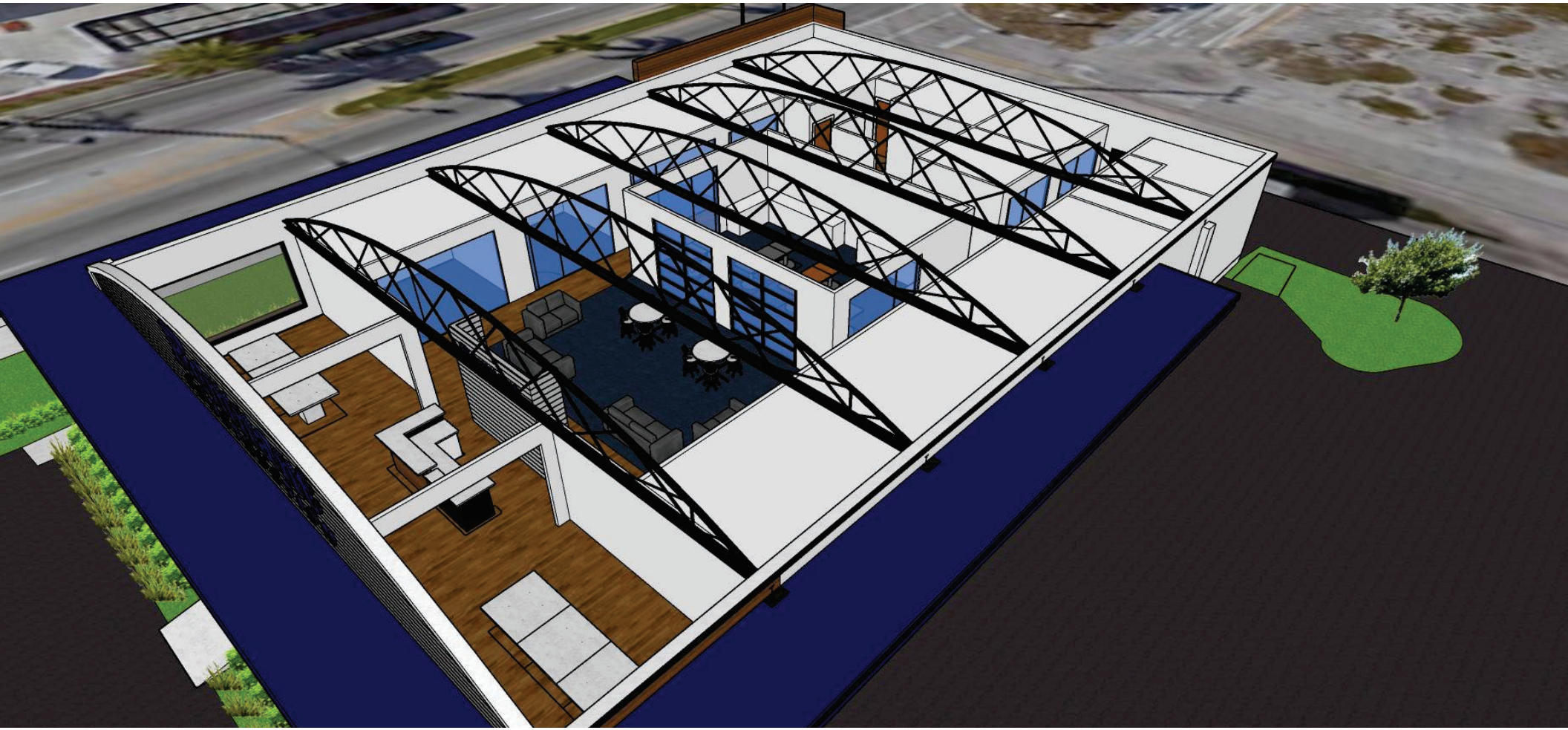
CONSTRUCTION

Remnant
CONSTRUCTION



Restaurant

2180004 - Remnant HQ (Exterior)

Manager: *Brandon Nobile* *As of 7/22/2025*

Original Scope

Phase		Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
-	06-00-00	Wood, Plastics, and Composites	1.00	l/s	0.00	0.00	14,400.00	0.00	0.00	14,400.00
		Wood siding and Miscellaneous Framing	1.00	l/s	Subcontract @	14,400.00	=			14,400.00
-	07-01-50.81	Roof Replacement	1.00	l/s	0.00	0.00	71,200.00	0.00	0.00	71,200.00
		Roof Insulation & Roof Replacement	1.00	l/s	Subcontract @	71,200.00	=			71,200.00
-	08-50-00	Windows	1.00	l/s	0.00	0.00	50,000.00	0.00	0.00	50,000.00
		Replace Existing Windows and Storefront door. Add 3 new windows.	1.00	l/s	Subcontract @	50,000.00	=			50,000.00
-	09-24-23	Portland Cement Stucco	1.00	l/s	0.00	0.00	5,000.00	0.00	0.00	5,000.00
		Miscellaneous Stucco Repairs	1.00	l/s	Subcontract @	5,000.00	=			5,000.00
-	09-90-00	Painting and Coating	1.00	l/s	0.00	0.00	6,700.00	0.00	0.00	6,700.00
		Exterior Painting	1.00	l/s	Subcontract @	6,700.00	=			6,700.00
-	10-13-13	Signage	1.00	l/s	0.00	0.00	11,250.00	0.00	0.00	11,250.00
		Front & West Signage	1.00	l/s	Subcontract @	11,250.00	=			11,250.00
-	10-73-13	Awnings	1.00	l/s	0.00	0.00	20,000.00	0.00	0.00	20,000.00
		Metal Awning	1.00	l/s	Subcontract @	20,000.00	=			20,000.00
-	32-90-00	Planting	1.00	l/s	0.00	0.00	15,000.00	0.00	0.00	15,000.00
		Planting & Irrigation	1.00	l/s	Subcontract @	15,000.00	=			15,000.00

SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**193,550.00**	**0.00**	**0.00**	**193,550.00**
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**	**193,550.00**	**0.00**	**0.00**	**193,550.00**
Profit					0.00%	0.00

TOTAL PRICE	**193,550.00**

Remnant Construction, LLC
201 S 2nd St, Ste 100
Fort Pierce, FL 34950
Phone (772) 577-5850
Fax (772) 264-3108

August 15, 2025,

Fort Pierce Redevelopment Agency
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950

Dear FPRA Review Committee,

I am writing to express my enthusiastic support for the Fort Pierce Facade Grant Program and to respectfully submit this narrative in support of my application for funding to enhance the exterior of my property located within the FPRA district.

Why This Property Should Be Selected

This property is a cornerstone of the block and sits within a highly visible area of the FPRA district. Its current condition reflects years of deferred maintenance and lacks the visual appeal that aligns with the revitalization goals of the FPRA. By investing in this facade improvement, we have the opportunity to transform a prominent structure into a visual asset that contributes to the overall aesthetic and economic vitality of the area.

Financial Need and Critical Funding Support

Due to the scope of the improvements needed—including structural repairs, aesthetic upgrades, and compliance with modern design standards—this project requires financial assistance to be feasible. The grant funding is critical to bridging the gap between vision and execution, allowing us to move forward with enhancements that would otherwise be delayed or scaled back. Without this support, the property risks remaining in a state of visual decline, which would hinder broader redevelopment efforts in the neighborhood.

Enhancing Visual Appeal and Eliminating Blight

The proposed facade improvements will include fresh paint, architectural detailing, upgraded signage, and landscaping enhancements. These changes will significantly improve curb appeal and eliminate signs of blight such as peeling paint, outdated fixtures, and neglected surroundings. This transformation will not only uplift the property itself but also inspire neighboring businesses and property owners to invest in their own improvements, creating a ripple effect of revitalization.

Innovative and Complementary Design Elements

The facade will feature clean lines and textures that represent a modern and cohesive architectural style. We also plan to integrate local art into the design, aligning with the FPRA's emphasis on fostering arts and culture.

Community Benefits and Public Outcomes

This project will contribute to a safer, more inviting streetscape, encouraging foot traffic and increasing patronage to nearby businesses. It will also support local employment through the use of local contractors. By improving the visual and functional quality of the property, we aim to create a welcoming environment that benefits residents, visitors, and the broader community. The interior design will feature a central gathering space that will be utilized by Remnant Construction during the day for meetings and staff dining and at night we plan to make the space available for local non-profits or community organizations if they need free meeting space.

Thank you for considering our application. We are committed to contributing to the vision of a vibrant, beautiful, and economically thriving Fort Pierce, and we believe this project will be a meaningful step toward that goal.

Sincerely,

Brandon Nobile, CEO
Remnant Construction, LLC

Property Address: 706 S US Hwy 1 – Blue Sky Property Holdings LLC

Date: 9/24/25

Evaluator Name: Doug Miller

Project Description: Siding, framing, roof replacement, windows, stucco repairs, exterior paint, signs, metal awning, permanent landscaping and irrigation.

Building Current or Future Use: Office

Total Requested: $25,000

Total Project Investment: $193,550

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	
Total Project Investment (25 points) **Over $100,000 25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	25	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	Great for Area
Total Score	✓ 100	

Property Address: 706 S US Hwy 1 – Blue Sky Property Holdings LLC

Date: 9-24-25

Evaluator Name: CHARLIE HAYEK

Project Description: Siding, framing, roof replacement, windows, stucco repairs, exterior paint, signs, metal awning, permanent landscaping and irrigation.

Building Current or Future Use: Office

Total Requested: $25,000

Total Project Investment: $193,550

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	MAJOR IMPROVEMENT ON US 1
Total Project Investment (25 points) **Over $100,000 25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	25	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	
Total Score	✓ 100	

Property Address: 706 S US Hwy 1 – Blue Sky Property Holdings LLC

Date: 9/24/25

Evaluator Name: Hoyt Murphy

Project Description: Siding, framing, roof replacement, windows, stucco repairs, exterior paint, signs, metal awning, permanent landscaping and irrigation.

Building Current or Future Use: Office

Total Requested: $25,000

Total Project Investment: $193,550

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	
Total Project Investment (25 points) **Over $100,000 25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	25	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	Huge Positive Impact for Hwy 1 area,
Total Score	✓100	

Property Address: 706 S US Hwy 1 – Blue Sky Property Holdings LLC

Date: 9/24/2025

Evaluator Name: Amanda Gellen

Project Description: Siding, framing, roof replacement, windows, stucco repairs, exterior paint, signs, metal awning, permanent landscaping and irrigation.

Building Current or Future Use: Office

Total Requested: $25,000

Total Project Investment: $193,550

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	
Total Project Investment (25 points) **Over $100,000 25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	25	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	
Total Score	✓ 100	

Property Address: 706 S US Hwy 1 – Blue Sky Property Holdings LLC

Date: Revised 9-24-25

Evaluator Name: DonnaBenton

Project Description: Siding, framing, roof replacement, windows, stucco repairs, exterior paint, signs, metal awning, permanent landscaping and irrigation.

Building Current or Future Use: Office

Total Requested: $25,000

Total Project Investment: $193,550

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	
Total Project Investment (25 points) **Over $100,000 25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	25	Excellent!
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	
Total Score	100	

Property Address: 706 S US Hwy 1 – Blue Sky Property Holdings LLC

Date: 9-24-2025

Evaluator Name: Ed Becht

Project Description: Siding, framing, roof replacement, windows, stucco repairs, exterior paint, signs, metal awning, permanent landscaping and irrigation.

Building Current or Future Use: Office

Brandon Nolib

Total Requested: $25,000

Total Project Investment: $193,550

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	
Total Project Investment (25 points) **Over $100,000 25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	25	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	
Total Score	✓ 100 -	

FORT PIERCE
REDEVELOPMENT AGENCY

COMMERCIAL FACADE GRANT PROGRAM

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COMMERCIAL FAÇADE GRANT PROGRAM

1. OVERVIEW

The intent of the Commercial Façade Grant Program is to support the revitalization of the commercial corridors in the Fort Pierce Redevelopment Agency (FPRA) District by stimulating private investment in improvements that enhance the appearance of buildings and properties and eliminate blight and non-conforming design standards. This program is designed to encourage redevelopment of the FPRA District by enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation. This program will complement other revitalization efforts to ensure the maximum leverage of resources and support local businesses.

It is the intent of this program to encourage improvements to private properties that go well beyond what is required under the City of Fort Pierce Land Development Code to enhance the form, function, and design quality of this redevelopment district.

The FPRA reserves the right to approve or deny any Commercial Façade Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the FPRA District.

2. FUNDING

The Commercial Façade Grant Program offers financial assistance in the form of a reimbursable, matching fifty percent (50%) grant up to $25,000 to the property or business owner for eligible expenses associated with improving the external appearance of their business and to encourage businesses to invest in their operations. Grants cannot be awarded retroactively for work that has already been completed.

Grant funding examples:

Eligible Project Total Cost	Applicant Contribution	FPRA Contribution
$5,000	$2,500	$2,500 *
$15,000	$7,500	$7,500 *
$30,000	$15,000	$15,000 *
$50,000	$25,000	$25,000 *
$100,000	$75,000	$25,000 **

* 50% matching contribution

** Maximum grant amount is $25,000

COMMERCIAL FAÇADE GRANT PROGRAM

3. ELIGIBILITY

A. The property to be improved must be located within the FPRA District boundaries (see Boundary Map below at section 11).
B. There must be a Commercial Building on the property. This means that a business that is frequented by the public is located in a portion of the building and that portion of the building is not a private residence.
C. The Applicant must own the property or, if the Applicant is a tenant, the Applicant must submit its signed lease, and the owner of the property must support the project and execute a Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
D. The Applicant must have funds sufficient to fully fund the project (proof of funds is required).
E. The following properties are <u>not eligible</u>:

1. Residential properties
2. Home based businesses and online businesses
3. Governmental facilities
4. New construction developments
5. Properties that have been awarded an FPRA Commercial Façade Grant within the last five years
6. Properties with outstanding monetary obligations owed to the City, for example, past due taxes or code enforcement fines or liens

4. APPLICATION PROCESS

The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

A. The Applicant must complete the Online Application and submit all required documents.

1. Two (2) different color photographs of the exterior of the property in its current condition.
2. Project concept, rendering or any other relevant materials that convey the physical improvements proposed to be made.
3. Copy of Deed showing ownership of the property by the Applicant OR if the Applicant is a tenant, copy of signed lease and Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
4. Two (2) written estimates from two different licensed contractors. Estimates should be on company letterhead, dated, and include a detailed breakdown of the scope of work, including the line items specifying permit fees. If you will be providing more than one cost estimate, the cost estimates MUST be for the same improvements. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.
5. Proof of funds to fully fund the project.
6. Project Timeline
7. Code Enforcement lien search

B. Within 10 business days of receipt of the completed Application, a staff member will contact the Applicant to determine eligibility.
C. Every 30 days, staff will forward eligible Applications to the Community Redevelopment Agency Advisory Committee (CRAAC). The CRAAC will review

the Applications and make recommendations to the FPRA Board based on the Evaluation Criteria set forth below at Section 9.

D. The FPRA Board will make the final determination and, if funding is approved, the FPRA Board may authorize the execution of a Grant Agreement.

E. Written notification will be sent to all Applicants advising them of approval or denial of funding.

F. Staff will prepare the Grant Agreement to be executed by the Recipient and the FPRA Board following a vote to approve the Grant Agreement.

5. ELIGIBLE IMPROVEMENTS:

A. Façade - Work on the exterior storefront of a building such as cleaning masonry (high-pressure water or steam; sandblasting is prohibited), re-pointing, woodwork, and other repairs (not maintenance-related) or rebuilding historic storefronts.
B. Awnings/Canopies - Removal of old awnings and canopies and design, production, and installation of new ones.
C. Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards).
D. Siding/Stucco
E. Repair or replacement of Windows and Doors
F. Outdated security features - Removal of roll-up metal security doors and metal window grates.
G. Removing excessive window signage to allow 95% window transparency.
H. Decorative walls, fencing, and landscaping – Removing, replacing, or adding fencing and landscaping to hide incompatible uses or negative site elements (no chain-link).
I. Original building elements - Restoring original decorative building elements.
J. Pedestrian and Bicycle Amenities - Construction of pedestrian and bicycle amenities such as benches, shelters, bike racks and bike lockers.
K. ADA improvements
L. Parking Lot Improvements/Surface Parking
M. Roof Repair and Replacement - Roof repairs and replacements may be eligible only if they are visible from the right-of-way and must be part of a comprehensive façade improvement project that includes additional eligible exterior enhancements
N. Patio and Deck Improvements
O. Exterior Lighting
P. Permanent Landscaping
Q. Security Cameras
R. Signs – Renovating existing signs or removing old signs and the design, production, and installation of new signs.
S. Art Installations – Art installations or works of art created by artists exhibiting the highest quality of skill and aesthetic principles. Includes all forms of visual art, specifically murals

COMMERCIAL FAÇADE GRANT PROGRAM

6. INELIGIBLE IMPROVEMENTS AND EXPENSES

A. Interior improvements (even if visible from the exterior).
B. Exterior improvements visible less than 24 hours per day.
C. Temporary Improvements including seasonal decorations and seasonal landscaping.
D. Features that do not meet the applicable provisions of the City of Fort Pierce Land Development Code.
E. Routine maintenance activities such as painting, asphalt sealing, landscape maintenance, or power washing.
F. Flat roofs or any roofing elements that are not visible from the street are not eligible for funding under this program.
G. Improvements made prior to execution of the Grant Agreement.
H. Expenses that are ineligible for reimbursement include:
    i. Permit fees and taxes.
    ii. Refinancing existing debt.
    iii. Sweat equity payments (i.e., reimbursement for Recipient's own labor).
    iv. Expenses incurred prior to execution of the Grant Agreement.

7. GENERAL PROVISIONS

The funding assistance provided under the Commercial Façade Grant Program is solely on an expense reimbursement basis. The FPRA has the exclusive authority to approve or deny program applications based on its determination as to the benefits to the FPRA District produced by requested projects. The FPRA may impose any conditions of approval it deems suitable to protect the interests of the agency. All Recipients will be required to execute a Grant Agreement.

By accepting the grant, the Recipient agrees to report and provide updates to FPRA staff upon request. Recipient may be required to provide work schedules, execute reporting forms, and provide projected completion dates.

FPRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Grant Agreement.

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

By participating in this grant program, Recipients agree to allow the City of Fort Pierce and the FPRA, or their agents, to take photos of themselves, their property, and their business for promotional purposes related to the grant program.

The FPRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant/Recipient may be subject to production by the FPRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

8. DISBURSEMENT OF FUNDS

The Recipient shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the grant award.

Grant funds will be disbursed upon receipt of a finding of project completion by the FPRA. The finding of project completion will be granted when the FPRA has received the following package:

- Completed FPRA Reimbursement Request Form indicating that the project is complete.
- Final report documenting all construction costs incurred with the project.
- Completed W-9, as required by law, for the Recipient of the grant funds.
- Copies of all required closed permits.
- Copies of all invoices
- Proof of payment (cancelled checks or bank statements)
- Photographs of work undertaken
- Release of liens (if applicable)
- Occupancy certificates (if applicable)
- City of Fort Pierce Certificate of Use

NOTE: The Finance Department shall process the reimbursement to the Recipient in accordance with the regular payment procedures of the City. No funds will be disbursed until all work is completed and all items set forth in this section have been submitted. The reimbursement process may take approximately 45-60 days after the FPRA receives the necessary documentation. This timeframe allows for the review and verification of the submitted documents to ensure compliance with the program's requirements. The FPRA strives to process reimbursements in a timely manner and appreciates recipients' patience during the reimbursement period.

COMMERCIAL FAÇADE GRANT PROGRAM

9. EVALUATION CRITERIA

The CRAAC will review and evaluate the applications and make recommendations to the FPRA Board. The CRAAC will evaluate Applications based on the following criteria:

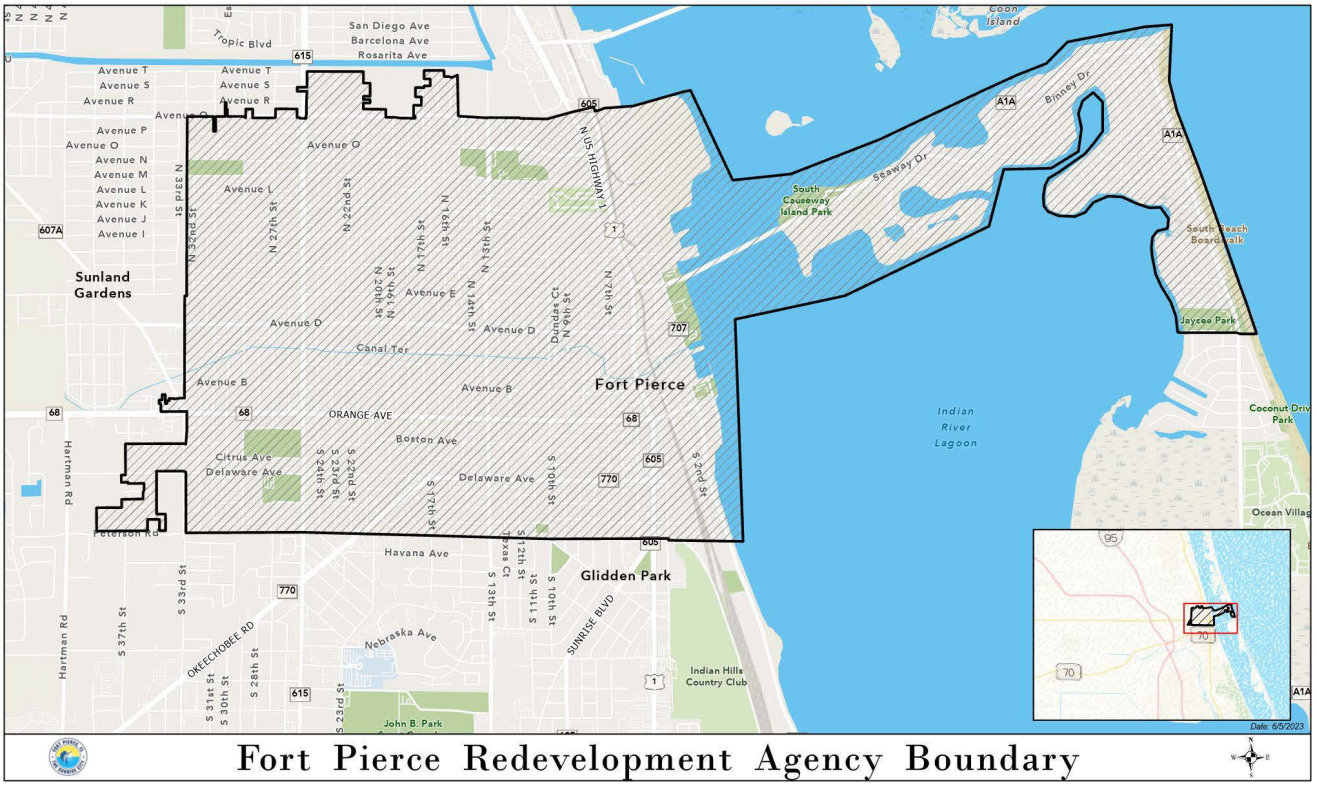
Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA District and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

10. TIMELINE

The application period will remain open until all of the allocated funds are depleted.

COMMERCIAL FAÇADE GRANT PROGRAM

11. FPRA DISTRICT BOUNDARY MAP



Revised 4/2025

Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
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Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

FPRA Special Meeting - 5:05 PM **5. F.**

Meeting Date: 10/21/2025

Re: Review and approve CRA Advisory Committee Recommendations for Comm. Facade Grant Application for 2210 Orange Ave in the amount of $25,000

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Review and approve CRA Advisory Committee Recommendation for the Commercial Facade Grant Application for 2210 Orange Avenue in the amount of $25,000 — Vedex, LLC

SUMMARY:

The CRA Advisory Committee has completed its evaluation of the most recent round of Commercial Façade Grant Program applications. This program is designed to eliminate blight and enhance the visual appearance of properties within the FPRA district, encouraging private investment, economic development, and job creation. It offers 50% matching grants, up to $25,000, for eligible exterior improvements.

All applications were evaluated based on the intent of the Commercial Façade Program, which is to support projects that provide substantial, visible improvements from the public right-of-way going beyond routine maintenance to meaningfully reduce blight within the FPRA district.

Project Description:
Proposed improvements for 2210 Orange Avenue owned by Vedex, LLC. include stucco finishes on walls and columns, installation of new windows and doors, the addition of security cameras, permanent landscaping, parking lot upgrades, installation of awnings and canopies, and ADA-compliant enhancements.

The application was evaluated by six committee members, with a maximum possible score of 600 points. The project received a score of 578 out of 600, reflecting strong alignment with program goals.

This represents the initial step in the grant award process. If the FPRA Board approves the Committee's recommendation, staff will prepare a grant agreement for 2210 Orange Avenue to be presented for final approval at a future Board meeting.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 7 — The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 — The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Review CRA Advisory Committee's recommendation and award the grant to 2210 Orange Avenue in the amount of $25,000.00

ALTERNATIVES:

Deny or conditionally approve the application.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
CRA Advisory Committee

Fiscal Impact

OTHER INFORMATION:

There is no fiscal impact at this stage. This item represents the initial step in the grant award process. Should the Board approve the Committee's recommendation, a grant agreement will be drafted and presented to the FPRA Board for final consideration and approval.

Attachments

2210 Orange Ave - Presentation
2210 Orange Ave Application
2210 Orange Ave Evaluation sheets
Comm. Facade Program Overview
Evaluation Criteria

FORT PIERCE
REDEVELOPMENT AGENCY

Commercial Façade Grant Application

2210 Orange Ave – Vedex, LLC

2210 Orange Ave
Vedex, LLC

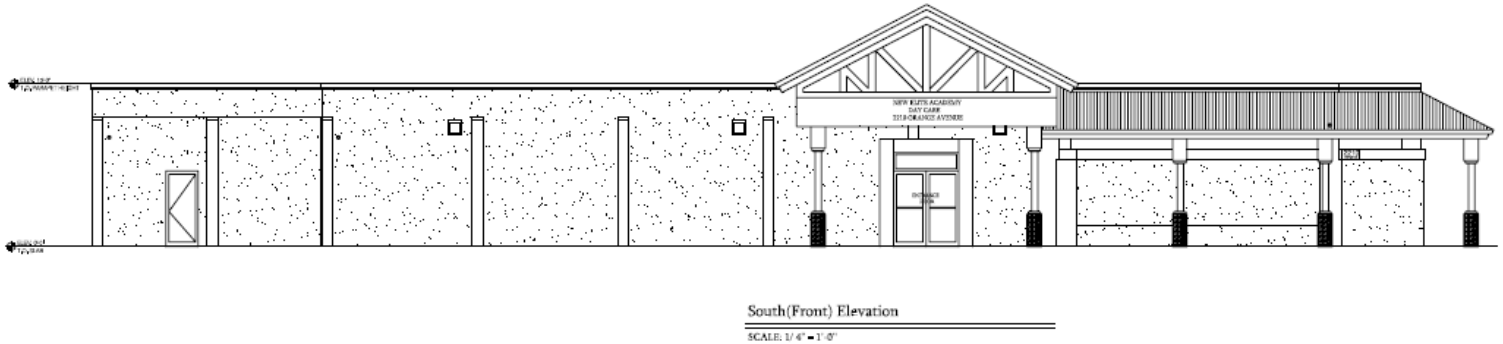
2210 Orange Ave

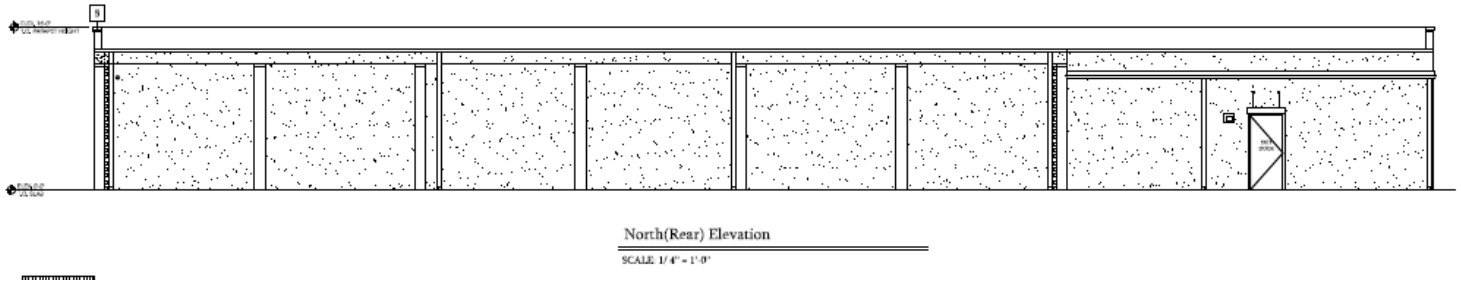
CRAAC Score - 578/600 points

2210 Orange Ave

Grant request: $25,000
Total Investment $100,900
Building use: Childcare center for 140 children

- Apply stucco finish on walls & columns
- Install new windows & doors
- Install security cameras
- Add permanent landscaping
- Parking lot upgrades
- Installation of new awnings/canopies
- Install ADA-compliant entrance





Recommendation

- Approve the CRA Advisory Committee's recommendation to award the grant to Vedex, LLC – 2210 Orange Avenue, as the project meets the program's intent by substantially improving the building's appearance.

- Staff will prepare the agreement for this project and present it to the FPRA Board for approval at the November meeting.

Questions?

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24181

Date Submitted: 7/30/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2409-602-0010-000-2

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Project Property Address:*

2210 Orange Ave Fort Pierce, FL 34950

Property Owner (As recorded on Warranty Deed):*

Vedex, LLC

Building's Existing Use(s):*

Retail

Building's New Use(s) (if applicable):

Childcare

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Claudel Romulus

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Owner

Email Address:*

marshallclaudel5@gmail.com

Cell Phone Number: *

5615317113

Business Information:

Legal Business Name:

Vedex, LLC

Federal Employer Identification Number / Tax ID:

920317515

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Real Estate

Business Phone Number*

5615317113

Website (If applicable)

Mailing Address (If different):

5991 NW Baynard Drive Port Saint Lucie, FL 34986

Number of Years in Business:*

2 years 10 months

Number of Years at Current Address:*

4 months

If not currently open for business at this location, when do you expect to open?

February 2026

Project Details:

Grant amount requested?

$25,000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total estimated project cost?

100,900

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

6 months

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

Proposed Improvements:*

- [x] Siding/Stucco
- [x] Windows/Doors
- [x] Awnings/Canopies
- [x] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [x] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [x] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

columns, ADA improvements

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

2210-Orange-Ave-Fort-Pierce-FL-Building-Photo-1-LargeHighDefinition.png

Color photograph of the existing condition of the FRONT of building (2 of 2):*

2210 photo 2.jpg

Design Proposal/Construction Plans for the Proposed Improvements:*

2210 plans.pdf

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

20250730195750.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

2210 Orange Ave Narrative.docx

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

  To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Cost Estimates

Cost estimates from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed

Cost Estimate #1*

2210 quote .docx

Cost Estimate #2

2210 Stucco proposal.pdf

Signature

Electronic Signature*

Claudel Romulus

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

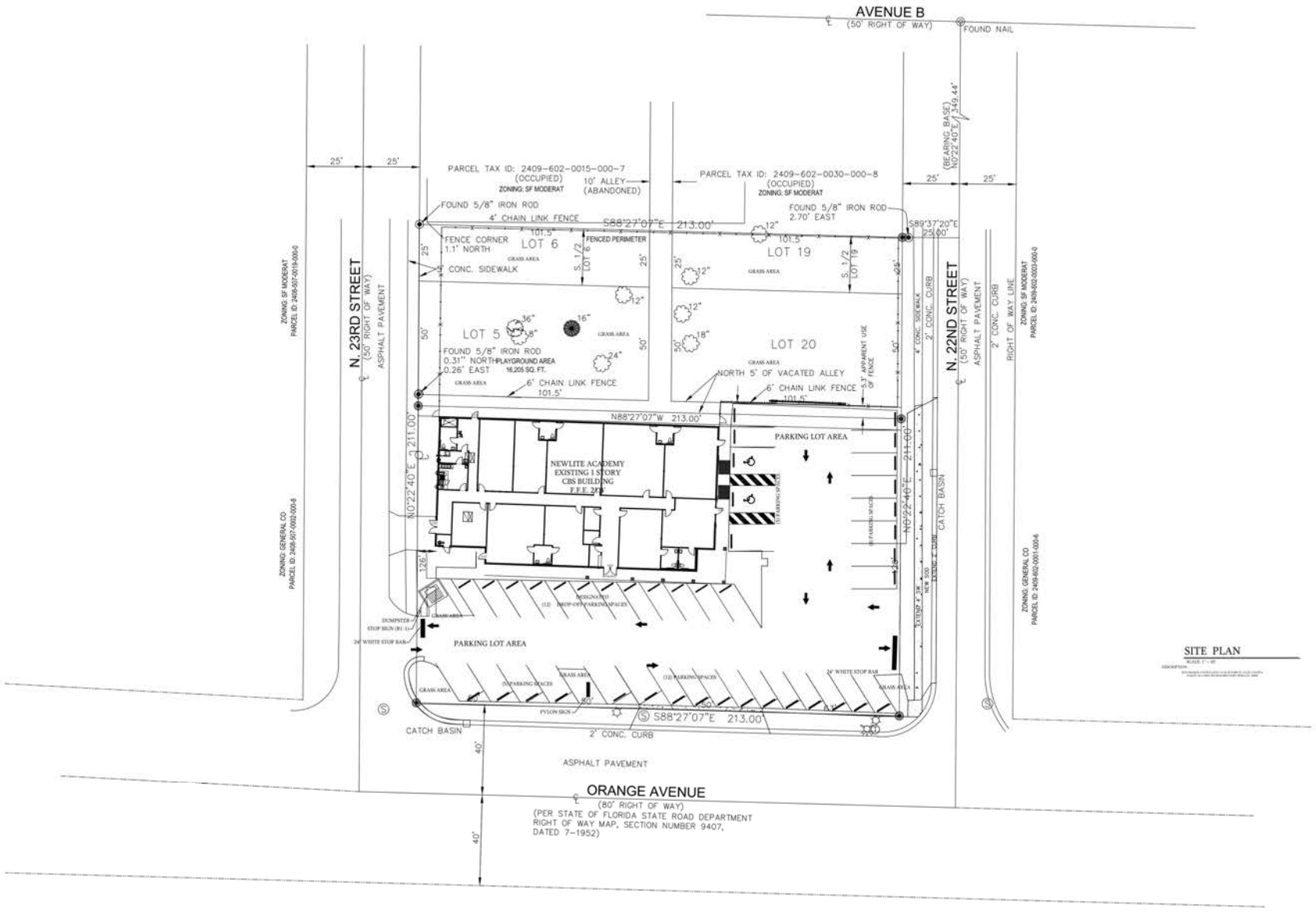
Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

YOUR SIGN HERE
U-HAUL

JABER'S PHARMACY
NOW ACCEPTING MEDICAID PATIENTS
U-HAUL
U-HAUL
U-HAUL
U-HAUL
MOVE YOURSELF AND SAVE
HOOD RIVER

Building designed with 2023 Florida Building Code 8th Edition and include the applicable wind criteria (Ultimate design wind speed (Vult) and 3-second gust/nominal wind speed (Vasd) both in miles per hour, wind exposure and risk category.
All documents are properly signed, dated and sealed as required for the method of submittal. (FBC 107)



SITE PLAN

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AE Taylor Design and Construction Corporation

CONSTRUCTION NOTES: ENGINEERING MEETS OR EXCEEDS 2023 FLORIDA BUILDING CODE 8TH EDITION
MECH, PLUMB, ENERGY, ACCESSIBILITY, LIFE SAFETY, FIRE CODE AND NEC 2023
CONSTRUCTION DOCUMENTS ARE PREPARED TO COMPLY WITH THE FLORIDA RESIDENTIAL CODE, EXHIBIT C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

NEW ELITE ACADEMY
DAY CARE
INTERIOR ALTERATIONS
2210 ORANGE AVENUE
FORT PIERCE,FL 34950

CONSULTING ENGINEERS
JOSEPH SIMMONS III,PE 52101
MASS, FLORIDA
DESIGN CORPORATION
111 E MONUMENT AVE.
STE 300
KISSIMMEE ,FL 34741

Fine Architectural and Engineering Design
111 E. Monument ave. Ste.300,Kissimmee,FL.34741
OFFICE: (321) 464 9482 CELL: (203) 514 4221
taylordcc@gmail.com designwestassoc@aol.com

BUILDER | DATE | DRAWN BY: JT | CHK BY: JS
SUBDIVISION | SCALE: AS SHOWN

SHEET NO
A-1
OF__SHEETS

JOSEPH SIMMONS III, P.E.

This item has been digitally signed and sealed by JOSEPH SIMMONS, III on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Building designed with 2023 Florida Building Code 8th Edition and include the applicable wind criteria (Ultimate design wind speed (Vult) and 3-second gust/nominal wind speed (Vasd) both in miles per hour, wind exposure and risk category.
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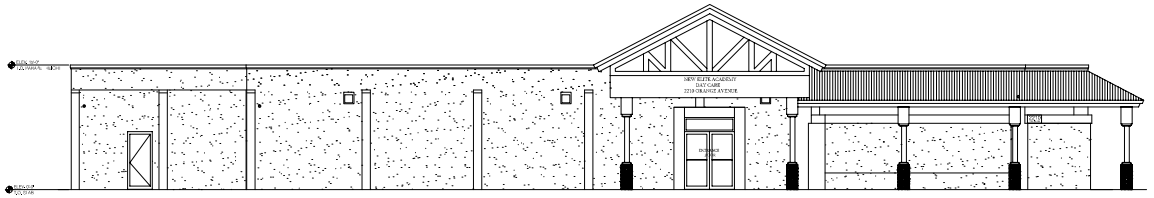
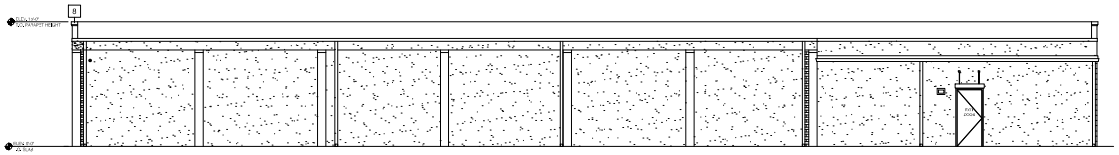
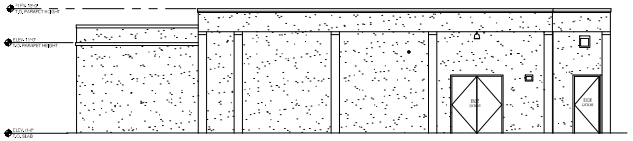


South(Front) Elevation
SCALE: 1/ 4" = 1'-0"



North(Rear) Elevation
SCALE: 1/ 4" = 1'-0"

East(Right) Elevation
SCALE: 1/ 4" = 1'-0"



West(Left) Elevation
SCALE: 1/ 4" = 1'-0"

James Taylor Design and Construction Corporation

CONSTRUCTION NOTES: ENGINEERING MEETS OR EXCEEDS 2023 FLORIDA BUILDING CODE 8TH EDITION
MECH.PLUMB.ENERGY, ACCESSIBILITY LIFE SAFETY, FIRE CODE AND NEC 2023
CONSTRUCTION SHALL COMPLY WITH TABLE 1604.5 RISK CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

NEW ELITE ACADEMY
DAY CARE
INTERIOR ALTERATIONS
2210 ORANGE AVENUE
FORT PIERCE,FL. 34950

CONSULTING ENGINEERS
JOSEPH SIMMONS, III,PE. 52101
JAMES TAYLOR
DESIGN CORPORATION
111 E.MONUMENT AVE.
SUITE 300A
KISSIMMEE, FL.34741

Fine Architectural and Engineering Design
111 E. Monument ave. Ste.300,Kissimmee,FL.34741
OFFICE: (321) 464 9482 CELL: (203) 514-4221
taylordcc@gmail.com designwestassoc@aol.com
BUILDER: DRAWN BY: JT
SUBDIVISION: DATE: SCALE: AS SHOWN CHK BY: JS
REVISIONS

SHEET NO
A-6
OF__SHEETS

JOSEPH SIMMONS III, P.E.

This item has been digitally signed and sealed by JOSEPH SIMMONS, III on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

JOSEPH SIMMONS III LICENSE No. 52101 STATE OF FLORIDA PROFESSIONAL ENGINEER

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TASHA CONSTRUCTION LLC

Date: 07/28/2025
From: Zakari Valsaint
Tasha Construction LLC
4708 Palmetto Dr., Fort Pierce, FL, 34982
LIC: CGC1538148

Proposal

This Proposal is entered to on 7/28/2025 by _____ at 2210 Orange Ave Fort Pierce FL 34950 (herein after referred to as Owner), and Tash Construction LLC (herein after referred to as the Manager).

Wherein, Owner intends to have a complete at 2210 Orange Ave Fort Pierce FL 34950 (herein after referred to as Project) and desires to engage to render general management services width respect thereto; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein after contained, the parties agree as follows.

Scope of Work

- Stucco
- Permits
- Design each door and window and each corner
- Stucco columns
- Pressure washes the whole building and removes old paint
- Window/ doors
- Security Cameras
- Permanent Landscaping
- Parking Lot Improvements/ surface parking
- Awnings/Canopies
- ADA improvements

Compensation
$100,900.00 Total Cost
1/2 Due upon acceptance
1/2 Due upon completion

Contractor: Zakari Valsaint **Client:**

_____ _____ _____ _____
(Signature) **(Date)** **(Signature)** **(Date)**

Date: 7/28/ 25

From: Roderick Waller, CEO

Sunrise City Community Housing Development Organization Inc.

130 S Indian River Drive Suite 202

Fort Pierce, FL, 34950

Proposal

This Proposal is entered to on July 28, 2025, by _____ at 2210 Orange Ave Fort Pierce, FL 34950 (herein after referred to as Owner), and Sunrise City Community Housing Development Corporation Inc. (herein after referred to as the Manager).

Wherein, Owner intends to have a complete (herein after referred to as

Project) and desires to engage to render general management services will respect thereto; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein after contained, the parties agree as follows.

Scope of Work

- Stucco
- Permits
- Design each door and window and each corner
- Stucco columns
- Pressure washes the whole building and removes old paint
- Window/ doors
- Security Cameras
- Permanent Landscaping
- Parking Lot Improvements/ surface parking
- Awnings/Canopies
- ADA improvements

$115,000 Total Cost

1/2 Due Upon Acceptance

1/2 Due Upon Completion

Contractor: Roderick Waller

Client:

_____ _07/28/25_____ _____ _07/28/25__

1. Why the Property Should Be Selected for FPRA Grant Funding

The property at 2210 Orange Avenue is an ideal candidate for FPRA grant funding due to its strategic location within the FPRA district, its recent purchase for transformation into a high-capacity childcare center, and its potential to address critical community needs. As a newly acquired property approved by the City Commission for use as a childcare center serving over 140 children, it represents a significant opportunity to revitalize a key site along Orange Avenue, a prominent corridor in Fort Pierce. The FPRA's mission, as outlined on its official website, emphasizes revitalizing the physical and economic environment of the redevelopment area by reducing slum and blight and fostering vibrant, sustainable communities.

Childcare centers are essential community assets, supporting working families, promoting early childhood education, and driving economic stability by enabling parents to participate in the workforce. The high capacity of this childcare center (over 140 children) positions it to serve a substantial portion of Fort Pierce's families, particularly low- to moderate-income households, aligning with the FPRA's focus on equitable community development. By funding this project, the FPRA can transform a recently purchased, potentially underutilized or deteriorated property into a beacon of community pride, catalyzing further redevelopment in the surrounding area, much like the FPRA's successful projects such as the Fort Pierce Marina and Sunrise Theatre.

2. Need for Financial Assistance and Why Funding Is Critical

Childcare center facilities must comply with stringent state and local regulations, including Florida's Division of Early Learning standards for safety, accessibility, and child-friendly environments, which often involve costly upgrades such as fire suppression systems, ADA-compliant entrances, secure outdoor play areas, and modern HVAC systems. Additionally,

the building's recent purchase suggests it may require extensive renovations to address any existing deterioration or to adapt it from its previous use to meet childcare center specifications. FPRA grant funding is critical to bridge the financial gap between the owners' resources and the high costs of renovation, which could include structural repairs and exterior enhancements. The FPRA's grant programs, such as those for commercial property improvements, are designed to alleviate such financial burdens for projects that enhance the redevelopment area. For a childcare center serving over 140 children, funding is essential to ensure compliance with regulations, create a safe and welcoming environment, and achieve the project's full potential as a community asset.

3. Enhancing Visual Appeal and Eliminating Slum and Blight

The renovation of 2210 Orange Avenue will significantly enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight, as defined by the FPRA as conditions of physical and economic decline. As a recently purchased property, the building may currently exhibit signs of neglect, such as faded paint, outdated signage, cracked walkways, or other aesthetic and structural deficiencies common in older or underutilized structures. The renovation project will address these issues through comprehensive improvements, including:

• Façade Upgrades: Applying fresh, vibrant paint and modern, child-friendly signage to create an inviting and professional appearance.

• Landscaping: Incorporating native, low-maintenance plants and shaded outdoor play areas to enhance curb appeal and provide functional spaces for children.

• Structural Repairs: Addressing any deteriorated elements, such as damaged walls, windows, and doors to ensure the building meets modern safety and aesthetic standards.

These enhancements will transform the property from a potential blight contributor into a visually appealing landmark, aligning with the FPRA's goal of reducing physical decline. By improving the property's appearance and functionality, the project will also uplift the surrounding Orange Avenue corridor, encouraging neighboring property owners to invest in their own improvements, thus reducing blight across the neighborhood.

4. Innovative or Visually Appealing Elements of the Façade Design

The façade design for the childcare center at 2210 Orange Avenue incorporates innovative and visually appealing elements that reflect both the functional needs of a childcare facility and the aesthetic character of Fort Pierce. Key features include:

• Sustainable Materials: The design will use eco-friendly materials, such as low-VOC paints and energy-efficient windows and doors, to ensure longevity and reduce environmental impact. These choices align with modern sustainability standards and minimize future maintenance costs.

• Child-Friendly Features: The façade will include new entry way covered by a beautiful awning, vibrant exterior accents, and accessible entryways to create a welcoming environment for children and parents, enhancing safety and usability.

The design complements the neighborhood's architectural style by incorporating elements of "Old Florida charm," as emphasized in the FPRA's vision for a historical, pedestrian-friendly aesthetic. For example, pastel color schemes and tropical landscaping will evoke Fort Pierce's coastal heritage, while modern touches ensure the building meets contemporary standards for a childcare center. These sustainable, long-lasting improvements will maintain the property's appeal and functionality for years, supporting FPRA's goal of durable redevelopment.

5. Community Benefits and Positive Outcomes

• Increased Childcare Access: The high-capacity childcare center will serve a large number of families, particularly low- and moderate-income households, addressing the critical need for affordable, quality childcare in Fort Pierce. This aligns with the broader need for accessible childcare in Florida, as highlighted by resources like the First Five Years Fund.

• Economic Impact: By enabling parents to work while their children are in care, the childcare center will support local economic stability. Additionally, the facility will create jobs for teachers, administrative staff, and support personnel, contributing to economic vitality in the FPRA district.

• Community Pride and Safety: A modern, attractive childcare center will enhance the neighborhood's aesthetic, fostering civic pride and creating a safer, more welcoming environment for families.

• Educational Opportunities: The childcare center can serve as a hub for early childhood education, potentially integrating state-approved curricula like those supported by Procare Solutions, which align with Florida's School Readiness Program standards. This will promote literacy, nutrition, and physical activity, benefiting children's long-term development.

These outcomes align with the FPRA's mission to foster vibrant, equitable communities and leverage resources for public benefit, particularly for underserved populations.

6. Alignment with the FPRA Plan

The proposed improvements align closely with the 2020 FPRA Community Redevelopment Plan, which focuses on restoring neighborhoods, addressing economic and

physical decline, and promoting sustainable redevelopment. Specific alignments include:

• Restoring Neighborhoods: The transformation of 2210 Orange Avenue into a high-capacity childcare center will revitalize a key property in the FPRA district, supporting the Plan's goal of neighborhood restoration through strategic investments.

• Eliminating Slum and Blight: By addressing the building's potential deterioration and enhancing its exterior, the project directly combats physical and economic decline, as prioritized by the FPRA.

• Economic Vitality: The childcare center's ability to serve over 140 children will support working families and create jobs, aligning with the FPRA's aim to foster economic health through community-focused investments.

• Sustainability and Community Focus: The use of sustainable materials and designs ensures long-term benefits, while the project's focus on childcare supports the FPRA's vision for inclusive, vibrant communities.

By transforming a recently purchased property into a modern, high-capacity childcare center, the project embodies the FPRA's commitment to revitalizing Fort Pierce's physical and economic landscape while preserving its unique character.

Conclusion

The property at 2210 Orange Avenue, recently purchased and approved for conversion into a childcare center serving over 140 children, is a prime candidate for FPRA grant funding due to its alignment with the FPRA's mission to eliminate slum and blight, enhance visual appeal, and foster community vitality. The proposed improvements, including sustainable materials, and child-friendly features, will transform the property into a visually appealing,

functional asset that complements Fort Pierce's architectural style. By providing essential childcare, creating jobs, and uplifting the Orange Avenue corridor, the project will generate significant community benefits. It directly supports the 2020 FPRA Community Redevelopment Plan's goals of neighborhood restoration, economic vitality, and sustainable development.

Miriam Garcia

From: Isaac Saucedo
Sent: Tuesday, August 19, 2025 10:40 AM
To: Miriam Garcia
Cc: Charmaine Kirkland; Katherine Calderon
Subject: Re: 2210 Orange Ave - Lien Search
Attachments: 2210 Orange Ave.png

Miriam,

Attached is the documentation confirming compliance at 2210 Orange Ave - Case # LTCL-2025-190.

Please let me know if you have any other questions.

Thanks

Isaac Saucedo* | *Senior Code Enforcement Officer* | *City of Fort Pierce
Community Response • 100 N U.S. 1 P.O. Box 1480 Fort Pierce, FL 34954
Phone: 772.467.3143
Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Tuesday, August 19, 2025 10:32 AM
To: Isaac Saucedo <isaucedo@cityoffortpierce.com>
Cc: Charmaine Kirkland <ckirkland@cityoffortpierce.com>
Subject: FW: 2210 Orange Ave - Lien Search

Good morning,

Per our conversation, could you please provide proof that Case # LTCL-2025-190 Active Lot Clearing is in compliance?

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist

Dept. of Community & Economic Development City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

From: Katherine Calderon <kcalderon@cityoffortpierce.com>
Sent: Monday, August 11, 2025 11:11 AM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: RE: 2210 Orange Ave - Lien Search

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	2210 Orange Ave	__x__ IS IN THE CITY
PARCEL ID#:	2409-602-0010-000-2	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	__x___ YES _____ NO	**Case# LTCL-2025-190 Active Lot Clearing assigned to Charmaine Kirkland.**
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Best Regards,

Katherine Calderon | Executive Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3149 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Friday, August 1, 2025 9:20 AM
To: Katherine Calderon <kcalderon@cityoffortpierce.com>
Subject: 2210 Orange Ave - Lien Search

Hi Kat,

The business owner of 2210 Orange Avenue applied for the commercial façade grant.

At your convenience, please provide a lien search for the following property:

2210 Orange Ave - 2409-602-0010-000-2

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
Dept. of Community & Economic Development City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

Production

LTCL-2025-00190 (2210 ORANGE AVE FORT PIERCE, FL 34950)

NEW CASE

- Summary
- Details
- Location
- Additional Info
- Workflow
- Linked Records
- Holds (1)
- Contacts (2)
- Fees
- Activities
- Files (8)
- Print Documents
- Tasks
- Internal Notes
- Inspection Cases

KC LTCL-2025-00190 • Lot Clearing • Kirkland Charmaine

Location	Open Date	Closed Date	Property Owner	Code Case Status
2210 ORANGE AVE FORT PIERCE, FL 34950	07/16/2025	08/16/2025	Claudel Romulus	Closed - Complied

$ 0.00

PAY FEES

Recent Workflow Activity

Last Completed Action: 3 days ago

24-19(11) Nuisances: Landscaping requirements (Violation)

Completed On: 08/16/2025

Recent Location Activity

Could not find Recent Location Activity

Code Case Description

NO CODE CASE DESCRIPTION

Vedex LLC

ID-000015906

Property ... | Violator

Phone

Email

Unresolved Violations

No Unresolved Violations

Miriam Garcia

From: Katherine Calderon
Sent: Monday, August 11, 2025 11:11 AM
To: Miriam Garcia
Subject: RE: 2210 Orange Ave - Lien Search

Please see the results below.

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Explanation of Other Charges		

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Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Best Regards,

Katherine Calderon | Executive Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3149 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

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Sent: Friday, August 1, 2025 9:20 AM
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Subject: 2210 Orange Ave - Lien Search

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2210 Orange Ave - 2409-602-0010-000-2

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
Dept. of Community & Economic Development City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

Property Address: 2210 Orange Ave – Vedex, LLC

Date: 9/24/25

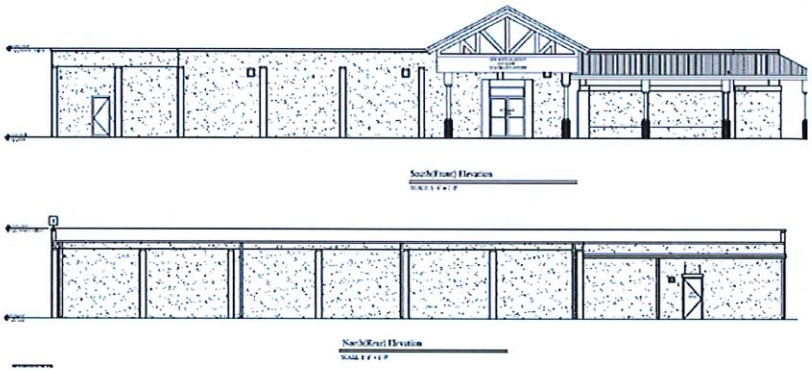
Evaluator Name: Hoyt Murphy

Project Description: Stucco finishes on walls and columns, installation of new windows and doors, addition of security cameras, permanent landscaping, parking lot upgrades, installation of awnings and canopies, and ADA-compliant enhancements.

Building Current or Future Use: Childcare center for 140 children

Total Requested: $25,000

Total Project Investment: $100,900



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	Owner needs to maintain Landscaping
Total Project Investment (25 points) **Over $100,000 25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	25	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	
Total Score	95	

Property Address: 2210 Orange Ave – Vedex, LLC

Date: 9/24/2025

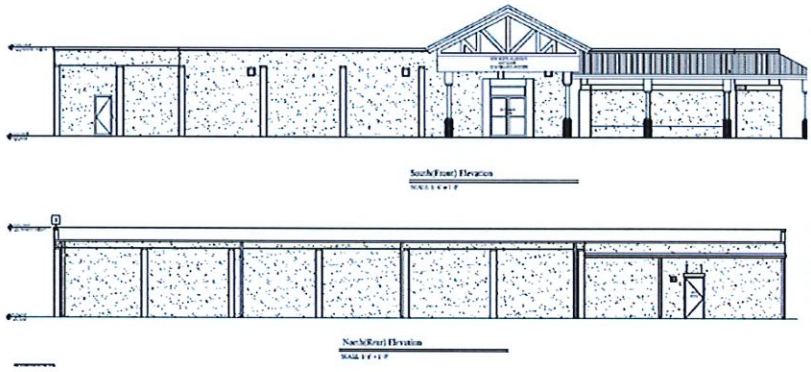
Evaluator Name: Amanda Geller

Project Description: Stucco finishes on walls and columns, installation of new windows and doors, addition of security cameras, permanent landscaping, parking lot upgrades, installation of awnings and canopies, and ADA-compliant enhancements.

Building Current or Future Use: Childcare center for 140 children

Total Requested: $25,000

Total Project Investment: $100,900



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	
Total Project Investment (25 points) **Over $100,000** **25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	25	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	13	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	8	
Total Score ✓	96	

Property Address: 2210 Orange Ave – Vedex, LLC

Date: 8-24-25

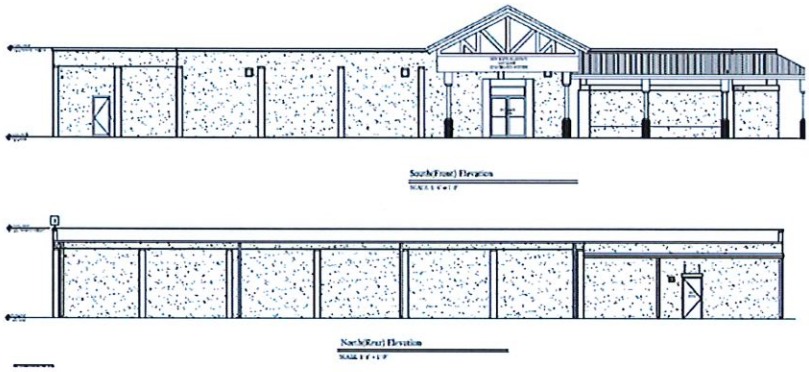
Evaluator Name: CHARLIE HAYEK

Project Description: Stucco finishes on walls and columns, installation of new windows and doors, addition of security cameras, permanent landscaping, parking lot upgrades, installation of awnings and canopies, and ADA-compliant enhancements.

Building Current or Future Use: Childcare center for 140 children

Total Requested: $25,000

Total Project Investment: $100,900



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	WELL DONE
Total Project Investment (25 points) **Over $100,000 25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5 25	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	
Total Score	95	

Correct Score 100

Property Address: 2210 Orange Ave – Vedex, LLC

Date: 9/24/25

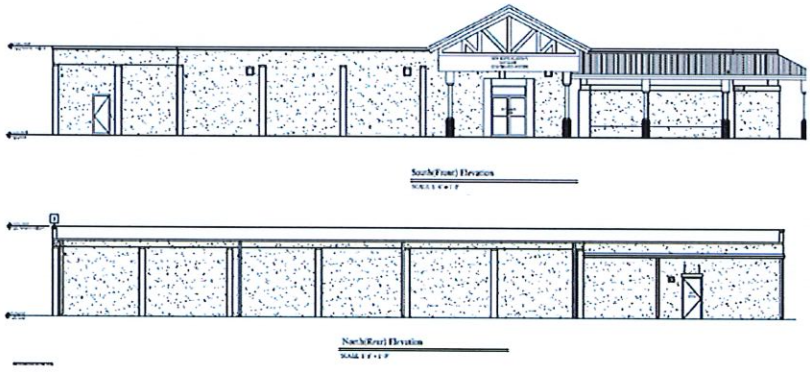
Evaluator Name: Doug Miller

Project Description: Stucco finishes on walls and columns, installation of new windows and doors, addition of security cameras, permanent landscaping, parking lot upgrades, installation of awnings and canopies, and ADA-compliant enhancements.

Building Current or Future Use: Childcare center for 140 children

Total Requested: $25,000

Total Project Investment: $100,900



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	45	Needed for Corridor
Total Project Investment (25 points) **Over $100,000 25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5 (25)	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	12	Nice Upgrade
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	Quality USAGE!
Total Score	(87)	

correct score - (92)

(2)

Property Address: 2210 Orange Ave – Vedex, LLC

Date: 9-24-2025

Evaluator Name: Ed Becht

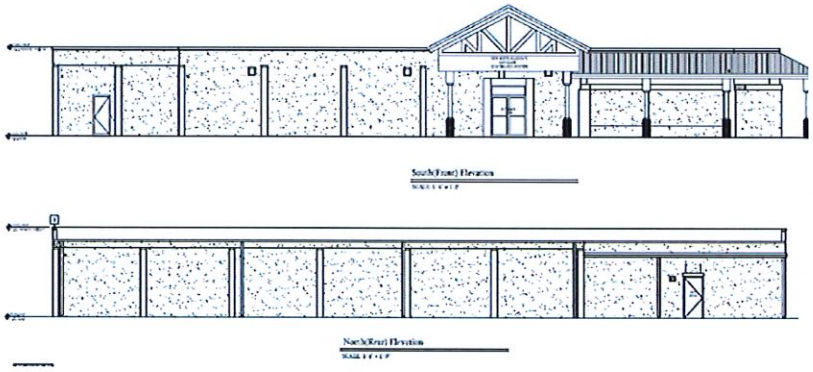
Project Description: Stucco finishes on walls and columns, installation of new windows and doors, addition of security cameras, permanent landscaping, parking lot upgrades, installation of awnings and canopies, and ADA-compliant enhancements.

Claudel Romulus
Lany Romulus

Building Current or Future Use: Childcare center for 140 children

Total Requested: $25,000

Total Project Investment: $100,900



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	
Total Project Investment (25 points) **Over $100,000** **25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	25	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	
Total Score	✓ 100	

Property Address: 2210 Orange Ave – Vedex, LLC

Date: 9/24/25

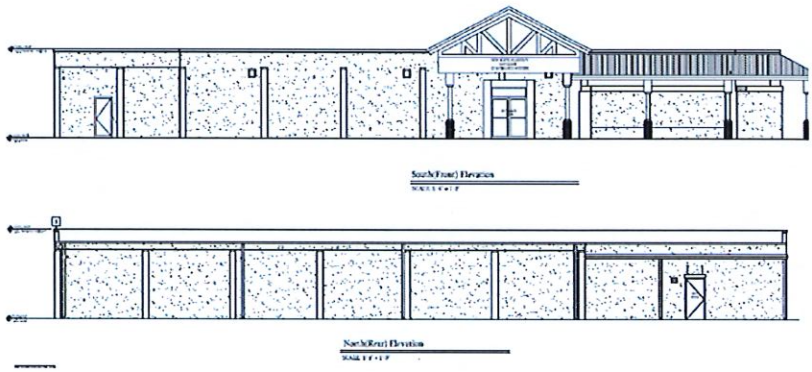
Evaluator Name: Donna Benton

Project Description: Stucco finishes on walls and columns, installation of new windows and doors, addition of security cameras, permanent landscaping, parking lot upgrades, installation of awnings and canopies, and ADA-compliant enhancements.

Building Current or Future Use: Childcare center for 140 children

Total Requested: $25,000

Total Project Investment: $100,900



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	Would like to see classy paint colors - heavy landscape w/ irrigation
Total Project Investment (25 points) **Over $100,000** **25** $100,000 - $50,000.01 20 $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	25	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	If it is completed with quality
Total Score		

✓ (95)

FORT PIERCE
REDEVELOPMENT AGENCY

COMMERCIAL FACADE GRANT PROGRAM

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COMMERCIAL FAÇADE GRANT

PROGRAM OVERVIEW

1. OVERVIEW

The intent of the Commercial Façade Grant Program is to support the revitalization of the commercial corridors in the Fort Pierce Redevelopment Agency (FPRA) district by stimulating private investment in improvements that enhance the appearance of buildings and properties and eliminate blight and non-conforming design standards. This program is designed to encourage redevelopment of the FPRA by enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation. This program will complement other revitalization efforts to ensure the maximum leverage of resources and support local businesses.

It is the intent of this program to encourage improvements to private properties that go well beyond what is required under the City of Fort Pierce Land Development Code to enhance the form, function, and design quality of this redevelopment district.

The FPRA reserves the right to approve or deny any Commercial Façade Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the FPRA District.

2. FUNDING

The Commercial Façade Grant Program offers financial assistance in the form of a reimbursable, matching (50%) grant up to $25,000 to the property or business owner for eligible expenses associated with improving the external appearance of their business and to encourage businesses to invest in their operations. Grants cannot be awarded retroactively for work that has already been completed.

Grant funding examples:

Eligible Project Total Cost	Applicant Contribution	FPRA Contribution
$5,000	$2,500	$2,500 *
$15,000	$7,500	$7,500 *
$30,000	$15,000	$15,000 *
$50,000	$25,000	$25,000 *
$100,000	$75,000	$25,000 **

* 50% matching contribution

** Maximum grant amount is $25,000

COMMERCIAL FAÇADE GRANT

3. ELIGIBILITY

A. The property to be improved must be located within the FPRA District boundaries (see section G, Boundary Map).

B. There must be a Commercial Building on the property. This means that a business that is frequented by the public is located in a portion of the building and that portion of the building is not a private residence.

C. The Applicant must own the property or, if the Applicant is a tenant, the Applicant must submit its signed lease, and the owner of the property must support the project and execute a Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.

D. The Applicant must have funds sufficient to fully fund the project (proof of funds is required).

E. The following properties are not eligible:

1. Residential properties
2. Home based businesses and online businesses
3. Governmental facilities
4. New construction developments
5. Properties that have been awarded an FPRA Commercial Façade Grant within the last five years
6. Properties with outstanding monetary obligations owed to the City, for example, past due taxes or code enforcement fines or liens

4. APPLICATION PROCESS

The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

A. The Applicant must complete the online application and submit all required documents.

I. Two (2) different color photographs of the exterior of the property in its current condition.
II. Project concept, rendering or any other relevant materials that convey the physical improvements proposed to be made.
III. Copy of signed lease (including written permission from the property owner to make changes outlined in the project, see Property Owner Affidavit), or copy of Deed showing ownership of the property by the business owner.
IV. Two (2) written estimates from two different licensed contractors. Estimates should be on company letterhead, dated, and include a detailed breakdown of the scope of work, including the line items specifying permit fees. If you are providing more than one cost estimate, the cost estimates MUST be for the same improvements. Estimates should be broken out in detail, especially if any non-eligible improvements are being made, as this allows FPRA to compare based on only grant eligible improvements being made.
V. Proof of funds to fully fund the project.
VI. Timeline of project schedule

B. Within 10 business days of receipt of the completed Application, a staff member will contact the Applicant to determine eligibility.

C. The Community Redevelopment Agency Advisory Committee (CRAAC) will review all eligible applications and make recommendations to the FPRA Board.

D. The FPRA Board will make the final determination and, if funding is approved, the FPRA Board may authorize the execution of a Grant Agreement.

E. Written notification will be sent to all Applicants advising them of approval or denial of funding.

F. Staff will prepare the Grant Agreement to be executed by the Recipient and the FPRA Board following a vote to approve the Grant Agreement.

5. ELIGIBLE IMPROVEMENTS:

A. Façade - Work on the exterior storefront of a building such as cleaning masonry (high-pressure water or steam; sandblasting is prohibited), re-pointing, woodwork, and other repairs (not maintenance-related) or rebuilding historic storefronts.
B. Awnings/Canopies - Removal of old awnings and canopies and design, production, and installation of new ones.
C. Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards).
D. Siding/Stucco
E. Repair or replacement of Windows and Doors
F. Outdated security features - Removal of roll-up metal security doors and metal window grates.
G. Removing excessive window signage to allow 95% window transparency.
H. Decorative walls, fencing, and landscaping – Removing, replacing, or adding fencing and landscaping to hide incompatible uses or negative site elements (no chain-link).
I. Original building elements - Restoring original decorative building elements.
J. Pedestrian and Bicycle Amenities - Construction of pedestrian and bicycle amenities such as benches, shelters, bike racks and bike lockers.
K. ADA improvements
L. Parking Lot Improvements/Surface Parking
M. Roof Repair and Replacement
N. Patio and Deck Improvements
O. Exterior Lighting
P. Permanent Landscaping
Q. Security Cameras
R. Signs – Renovating existing signs or removing old signs and the design, production, and installation of new signs.
S. Art Installations – Art installations or works of art created by artists exhibiting the highest quality of skill and aesthetic principles. Includes all forms of visual art, specifically murals

COMMERCIAL FAÇADE GRANT

6. INELIGIBLE IMPROVEMENTS AND EXPENSES

A. Interior improvements (even if visible from exterior).
B. Exterior improvements visible less than 24 hours per day.
C. Temporary Improvements including seasonal decorations and seasonal landscaping.
D. Features that do not meet the applicable provisions of the City of Fort Pierce Land Development Code.
E. Routine maintenance activities such as painting, asphalt sealing, landscape maintenance, or power washing.
F. Improvements made prior to grant approval.
G. Expenses that are ineligible for reimbursement include:
    i. Permit fees and taxes.
    ii. Refinancing existing debt.
    iii. Sweat equity payments (i.e., reimbursement for applicant's own labor and performance of renovation work or new construction).
    iv. Expenses incurred prior to grant approval

7. GENERAL PROVISIONS

The funding assistance provided under the Commercial Façade Grant Program is solely on a reimbursement basis. The FPRA has the exclusive authority to approve or deny program applications based on its determination as to the benefits to the FPRA produced by requested projects. The FPRA may impose any conditions of approval it deems suitable to protect the interests of the agency, including a duly executed contract.

By accepting the grant, the applicant agrees to comply with regular updates conducted by the FPRA staff. These updates may be obtained via email or site visits. Reporting may include, but is not limited to, work schedules, reporting forms, and projected completion dates.

FPRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement.

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

By participating in this grant program, applicants agree to allow the City of Fort Pierce and the FPRA, or their agents, to take photos of themselves, their property, and their business for promotional purposes related to the grant program.

The FPRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be subject to production by the FPRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

COMMERCIAL FAÇADE GRANT

8. DISBURSEMENT OF FUNDS

The applicant shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the grant award. Grant funds will be disbursed upon receipt of a finding of project completion by the FPRA. The finding of project completion will be granted when the FPRA has received the following package:

- Reimbursement form provided by FPRA indicating that the project is complete.
- Final report documenting all constructions costs incurred with the project.
- Completed W-9, as required by law, for the Recipient of the grant funds.
- Copies of all required closed permits.
- Copies of all invoices
- Proof of payment (cancelled checks or bank statements)
- Photographs of work undertaken
- Release of liens (if applicable)
- Occupancy certificates (if applicable)
- City of Fort Pierce Certificate of Use

NOTE: The Finance Department shall process the reimbursement to the applicant in accordance with the regular payment procedures of the City. No funds will be disbursed until all work is completed and all items set forth in paragraph 9 above have been submitted. The reimbursement process may take approximately 45-60 days after the FPRA receives the necessary documentation. This timeframe allows for the review and verification of the submitted documents to ensure compliance with the program's requirements. The FPRA strives to process reimbursements in a timely manner and appreciates the applicants' patience during the reimbursement period.

COMMERCIAL FAÇADE GRANT

9. EVALUATION CRITERIA

The Community Redevelopment Agency Advisory Committee (CRAAC) will review, evaluate the applications each month and make recommendations to the FPRA Board.

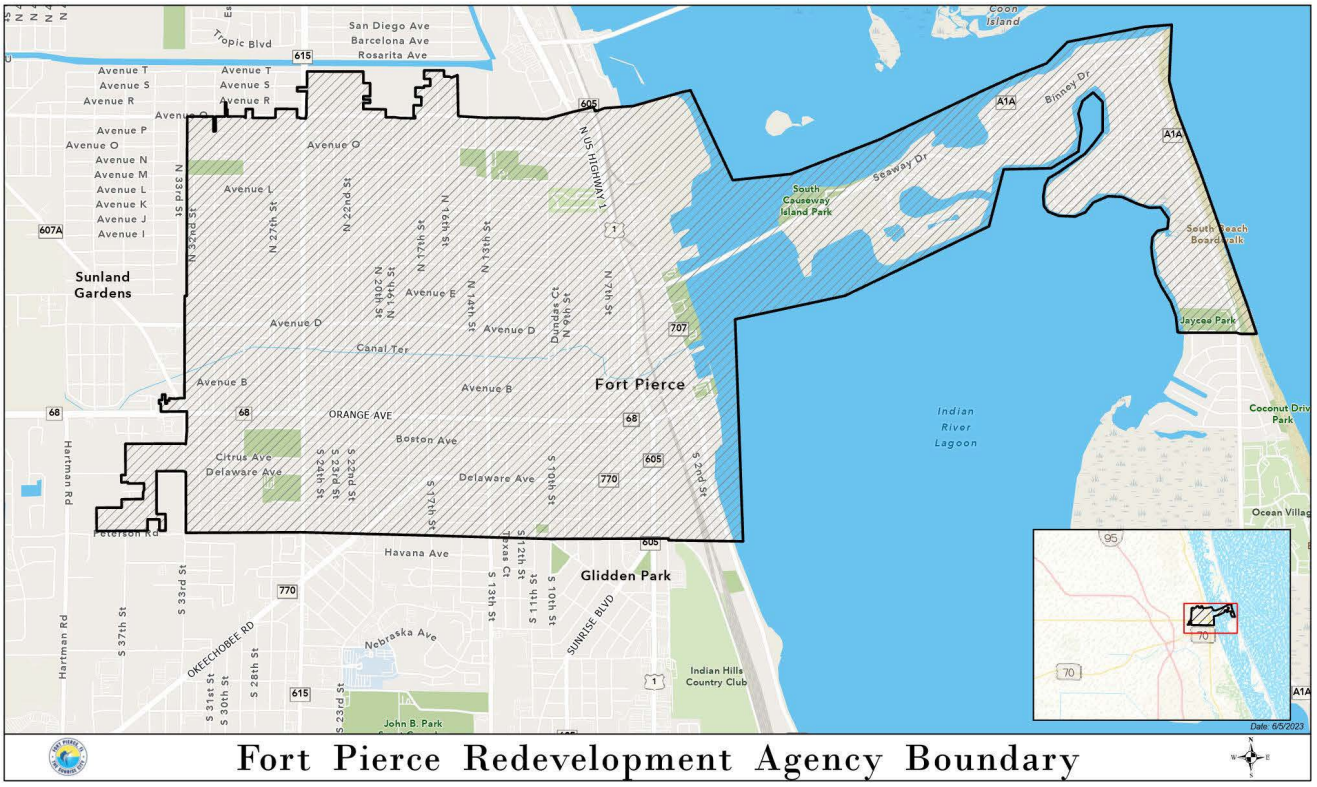
Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

10. TIMELINE*

The application period will remain open until all of the allocated funds are depleted.

COMMERCIAL FAÇADE GRANT

11. FPRA BOUNDARY MAP



Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

FPRA Special Meeting - 5:05 PM **5. G.**

Meeting Date: 10/21/2025

Re: Review and approval CRA Advisory Committee Recommendations for Commercial Sign Grant Application for 2001 Orange Avenue in the amount of $5,0000

Submitted For: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev

---

SUBJECT:

Review and approve CRA Advisory Committee Recommendations for Commercial Sign Grant Application for 2001 Orange Avenue in the amount of $5,000.00

SUMMARY:

The CRA Advisory Committee has completed its evaluation of the Commercial Sign Grant Program application. This program is intended to support businesses within the FPRA District by encouraging the replacement of outdated signage with modern, visually appealing designs. The goal is to enhance the district's overall aesthetics, improve business visibility, and contribute to economic vitality.

Eligible applicants may receive up to $5,000 in the form of a reimbursable grant.

Project Description:

Proposed improvements for 2001 Orange Avenue by Jesus is King Church Inc is to install a 3-foot by 10-foot illuminated wall sign cabinet on the exterior of the property.

This is the initial step in the grant award process. If the Board approves the Committee's recommendation, staff will prepare a grant agreement for 2001 Orange Avenue to be brought back for final approval at a future FPRA Board meeting.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 7 - The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Review CRA Advisory Committee's recommendation and award grant to 2001 Orange Avenue in the amount of $5,000.00

ALTERNATIVES:

Deny or conditionally approve the application.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
CRA Advisory Committee

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

There is no fiscal impact at this stage. This item represents the initial step in the grant award process. Should the Board approve the Committee's recommendation, a grant agreement will be drafted and presented to the FPRA Board for final consideration and approval.

Attachments

Sign Presentation

Application Packet

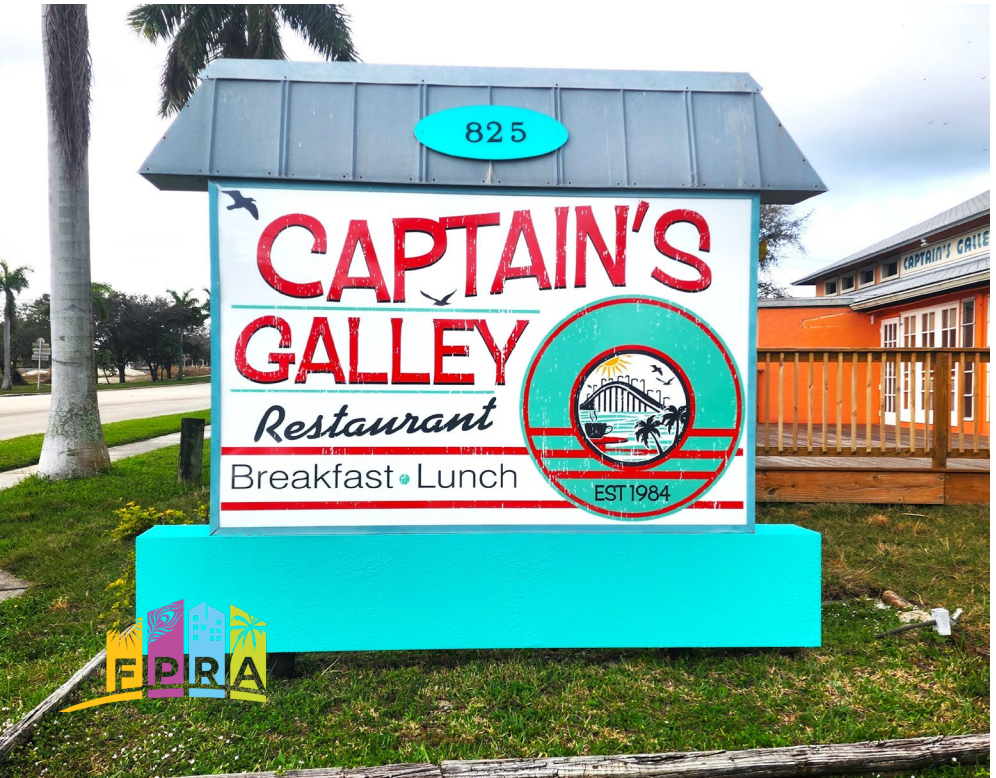
Comm. Sign Program Overview

FPRA

FORT PIERCE

REDEVELOPMENT AGENCY

Commercial Sign Grant Application



Overview

The intent of the Commercial Sign Grant Program is to encourage small businesses within the FPRA District to replace outdated signage with modern, visually appealing signs that improve the district's overall aesthetics, strengthen business visibility, and enhance economic vitality. The program is designed to support revitalization efforts by helping local businesses attract new customers, retain existing ones, and contribute to a more vibrant and welcoming community environment.

FPRA Plan Goals

GOAL 7
The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.

GOAL 9
The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

2001 Orange Ave

Jesus is King Church

2001 Orange Ave

36" x 10' LED Illuminated Sign Cabinet

2001 Orange Ave

Grant request: $5,000

3x10 LED illuminated wall cabinet sign

Recommendation

- Approve the CRA Advisory Committee's recommendation to award the grant to Jesus is King Church – 2001 Orange Ave., as the project meets the program's requirements.
- Staff will prepare the agreement for this project and present it to the FPRA Board for approval at the November meeting.

Questions?

Print

2025 COMMERCIAL SIGN PROGRAM - Submission #24025

Date Submitted: 5/8/2025

APPLICATION FORM

Description

The FPRA Commercial Sign Program provides financial assistance through 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 application period will remain open until all of the allocated funds are depleted.

Eligible Sign Types:

- Awnings
- Freestanding ground signs
- Monument signs
- Projecting signs
- Under canopy signs
- Wall signs
- Painted signs.

Application Review & Approval Process:

- Within 10 business days of receiving a completed application, FPRA staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC) for recommendations.
- The FPRA Board makes the final decision on funding approval.
- Applicants will receive written notification regarding the approval or denial of their application.
- If approved, FPRA staff will prepare a Grant Agreement, to be executed by both the applicant and the FPRA Board.
- Please note: The review and approval process may take up to 90 days from the date of application submission.
- Grant funds are disbursed only after the sign improvements are completed in accordance with the executed Grant Agreement.

Read full grant program overview and eligibility requirements, here: FPRA Commercial Sign Program Overview

Property Details:

Parcel ID Number:*

2409-703-0001-000-6

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Property Address:*

2001 Orange Avenue Fort Pierce, FL 34950

Property Owner's Name:*

JESUS IS KING CHURCH INC

Lease Term (if applicable):

N/A

Number of years at current address:*

6

Business & Applicant Information:

Legal Business Name:*

JESUS IS KING CHURCH INC

Employer Identification Number / Tax ID:

Email Address:*

CHURCHJESUSISKING@GMAIL.COM

Phone Number: *

772-672-9180

Business Type (Restaurant, Retail, Office, etc):*

NON-FOR-PROFIT (CHURCH)

Number of years in business:*

16

Number of years at this location:*

6

Applicant Name:*

Jose Martinez

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Secratary

Required Documentation:

Color rendering or sketch of the proposed design, including specifications as to size and width.*

design.jpg

Email or letter verification from the Fort Pierce Planning Department confirming that the proposed signage is in compliance with the City Ordinances and Planning Regulations. Planning Dpt Phone #772-467-3737*

Jesus is King Chruch FPRA.pdf

***** Properties located in a Historic District may need a separate approval by the Planning Department.**

Written estimate #1 from the licensed contractor. (Estimates should be on company letterhead, dated and must include a detailed breakdown of the scope of work, including the line items specifying permit fees.)*

E4162.pdf

Written estimate #2 from the licensed contractor. (Estimates should be on company letterhead, dated and must include a detailed breakdown of the scope of work, including the line items specifying permit fees.)*

7,000.00

Color photograph of the exterior of the property indicating the proposed location of the signage and existing condition of the building exterior.*

Building Dimensions.jpg

Color photograph of the existing sign in its current condition (if applicable).

JESUS IS KING CHURCH.pdf

Description of project improvements including material list, color selections and note how and where the sign will be installed on the building or the property.*

Will replace vinyl sign into light box sign. Location and design will be the same as attached.

City of Fort Pierce Certificate of Use (must match sign).*

Cer.Occupany.jpg

Copy of Deed OR if applicant is the tenant, attach a copy of lease:*

Ownership Property Card.pdf

If applicant is tenant, attach Owner Affidavit:

State name amend.pdf

For owner affidavit form, click here.

Proof of financial capacity to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

recent bank statement.png

Sign Project Details:

Any sign project completed prior to FPRA staff approval will not be eligible for reimbursement.

Estimated sign project start date: *

05/12/25

Estimated project completion date:*

05/16/25

Signature:

Electronic Signature*

Jose A. Martinez Castaneda

Public Records Disclosure:

If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Sign Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Sign Program Overview and application requirements.**

2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

A staff member will contact you via email within ten (10) business days of receiving your application to determine your eligibility.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: FPRA Grants

FROM: Planning Department

RE: **FPRA Commercial Sign Grant Program—2001 Orange Ave**

DATE: May 6, 2025

Parcel ID: 2409-703-0001-000-6

Legal Description: SHARPE`S S/D UNDIVIDED TRACT A-LESS N 15 FT FOR ST-

Current Property Owner: **Jesus Is King Church Inc**
Jose Abiel Martinez Castaneda
2001 Orange AVE
Fort Pierce, FL 34950-3857

The above referenced parcel is located within the City of Fort Pierce, Florida C-3, General Commercial Zoning District and has a Future Land Use Designation of GC, General Commercial within. This Property complies with all applicable laws, ordinances and regulations of the City of Fort Pierce and all its agencies, boards and commissions.

The C-3, General Commercial Zoning District is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

The GC (General Commercial) designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, Offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0.

Per City Code Section 117-6 **– The above referenced project for a Commercial Sign at 2001 Orange Ave Jesus is King Church has been reviewed. The applicant has met all the requirements for an LED Wall Sign and complied with all the provisions in Chapter 117. Sign has been Approved by the Planning Department**.

This information is given per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based solely upon the information supplied by the requestor. The undersigned assumes no liability for errors and/or omissions. All information was obtained from public records which may be inspected during regular business hours. If you have any questions, please contact the Planning Department at 772-467-3737 or my direct line at 772-467-3099.

Thank you,

Bridgette Romer
Bridgette Romer
Growth Management Coordinator

Iglesia Jesus es el Rey
Jesus is King Church

Iglesia Jesus es el Rey
Jesus is King Church

Glomaster Sign Co., Inc.
2527 Okeechobee Rd.
Ft. Pierce, FL 34947
772-464-0718

Number: E4162

Date: 4/29/2025

Bill To:

JESUS IS KING CHURCH
2001 ORANGE AVE
FT. PIERCE, FL, 34950

Ship To:

PO Number	Terms
	AS STATED

Description	Qua	Price T	Amount
MANUFACTURE & INSTALL 1- 3' X 10' LED ILLUMINATED WALL SIGN CABINET. CABINET CONSTRUCTED OUT OF ALUMINUM WITH A FLAT WHITE PLASTIC FACE WITH VINYL GRAPHICS. INTERNALLY LIT WITH WHITE LEDS.	1	$4,500.00	$4,500.00
COST INCLUDES PERMIT			
50% DEPOSIT $2250.00 BALANCE UPON COMPLETION $2250.00			

SubTotal	$4,500.00
State Tax 7.00% on $0.00	$0.00
0.00% on $0.00	$0.00
Total	$4,500.00

Skies The Limit Printing, Inc.
10504 S US Highway 1
Port Saint Lucie, FL 34952
USA
+17723401090
sales@printerpsl.com
www.printerpsl.com

INVOICE

BILL TO
JOSE MARTINEZ
JESUS IS KING

INVOICE # 234191
DATE 04/28/2025

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/28/2025	**LIGHTBOX** ELECTRIC SIGN 3X8 FT WITH NEW ACRYLIC PANEL INCLUDES PRINTED VINYL WITH INSTALLATION TAX EXEMPT	1	6,710.00	6,710.00

THANK YOU FOR YOUR BUSINESS!
IT IS APPRECIATED VERY MUCH.

We have now added another option. You can pay your invoice using your Zelle account. You can Zelle your payments to 772-971-0341 to avoid credit card fees or continue paying through QuickBooks with your bank account. If you want to pay with a credit card, we will send you a link from our Clover account. There will be a 3% credit card fee added to your invoice. You can also pay with a check to avoid a fee. Thank You

SUBTOTAL	6,710.00
TAX (7%)	0.00
TOTAL	6,710.00
BALANCE DUE	**$6,710.00**

Proposal

MATULA ELECTRICAL CONTRACTORS, INC.
James E. Matula
1010 Midway Road West
FORT PIERCE, FLORIDA 34982
772- 461-8328
jamesmatula@aol.com

PROPOSAL SUBMITTED TO	PHONE	DATE
JESUS IS KING CHURCH	672-9180	05/01/2025
STREET		
2001- ORANGE AVE.		
CITY, STATE AND ZIP CODE	EMAIL	
FT. PIERCE, FL.	Churchjesusisking@gmail.com	

We hereby submit specifications and estimates for:

LABOR AND MATERIALS TO INSTALL POWER TO BUILDING SIGN.

ALL WORK WILL BE DONE IN ACCORDANCE WITH NEC STANDARDS USING ALL COPPER WIRE

****** PRICE DOES NOT INCLUDE PERMIT FEE, IF NEEDED.

****** MATERIAL PRICES SUBJECT TO CHANGE DIE TO DAILY INCREASES.

We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of

FIVE HUNDRED AND THRITY EIGHT DOLLARS AND 00/00---------- dollars $ 538.00

Payment to be made as follows:

NET THIRTY DAYS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above SPECIFICATIONS involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature JAMES MATULA

Note: This proposal may be withdrawn by us if not accepted within 15 DAYS

Acceptance of

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

36" x 10' LED Illuminated Sign Cabinet

Iglesia Jesus es el Rey
Jesus is King Church
16’
Height
70’ width
WARNING
24 HOUR
VIDEO
SURVEILLANCE
NO TRESPASSING

COMMERCIAL SIGN GRANT PROGRAM

FPRA FORT PIERCE
REDEVELOPMENT AGENCY

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COMMERCIAL SIGN GRANT PROGRAM

1. OVERVIEW

The success of small businesses is crucial to enriching the prosperity and vibrancy of the Fort Pierce Redevelopment Agency (FPRA) District. As part of its commitment to increasing local business awareness, economic productivity, and the overall visual appeal of the FPRA District, the agency has established the Commercial Sign Grant Program. This program encourages existing business owners to replace old and outdated signs with modern, visually appealing ones. The initiative aims to enhance the community's aesthetic appeal for residents and visitors while boosting brand visibility for small businesses, ultimately improving opportunities for new customer acquisition and repeat business.

This program will complement other revitalization efforts to ensure the maximum leverage of resources and support local businesses.

2. FUNDING

Recipients of Commercial Sign Grants can receive up to $5,000 in the form of a reimbursable grant for eligible expenses associated with removal of old signage, the design, production, and installation of new signage, or substantial renovation of existing signage including the installation of modern sign lighting. Grant funds are disbursed after all improvements have been completed in accordance with a Grant Agreement entered into between the FPRA Board and the Recipient.

3. ELIGIBILITY

A. The property to be improved must be located within the FPRA District boundaries (see Boundary Map below at section 9).

B. There must be a Commercial Building on the property. This means that a business that is frequented by the public is located in a portion of the building and that portion of the building is not a private residence.

C. The Applicant must own the property or, if the Applicant is a tenant, the Applicant must submit its signed lease, and the owner of the property must support the project and execute a Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.

D. The Applicant must have funds sufficient to fully fund the project (proof of funds is required). The Applicant is responsible for paying for any permits required to do the project. No grant funds can be used to pay any permitting fees. The Applicant shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the Grant Agreement.

E. The following properties are not eligible:

1. Residential properties
2. Home based businesses and online businesses
3. Governmental facilities
4. National corporate franchises
5. New construction developments
6. Properties that have been awarded an FPRA Commercial Sign Grant within the last five years
7. Properties with outstanding monetary obligations owed to the City, for example, past due taxes or code enforcement fines or liens

4. APPLICATION PROCESS

The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

A. The Applicant must complete the Online Application and submit all required documents including:

1. Color rendering or sketch of the proposed design, including specifications as to size and width.

2. Email or letter verification from the Fort Pierce Planning Department confirming that the proposed signage is in compliance with the City Ordinances and Planning Regulations. Planning Department phone number is (772) 467-3737.

* **NOTE: Properties located in a Historic District may also need separate approval from the Historic Preservation Board.**

3. Two (2) written estimates from two different licensed contractors. Estimates should be on company letterhead, dated, and include a detailed breakdown of the scope of work, including the line items specifying permit fees.

4. One (1) photo of the existing condition of the exterior of the building that clearly depicts the proposed location of the signage and the existing condition of the building exterior(s), and one (1) photo of the condition of the existing sign (if applicable).

5. Description of project improvements including material list, color selections and note how and where the sign will be installed on the building or the property.

6. City of Fort Pierce Certificate of Use.

7. Copy of Deed showing ownership of the property by the Applicant OR if the Applicant is a tenant, copy of signed lease and Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.

B. Within 10 business days of receipt of the completed Application, a staff member will contact the Applicant to determine eligibility.

C. Every 30 days, staff will forward eligible Applications to the Community Redevelopment Agency Advisory Committee (CRAAC). The CRAAC will review the Applications and make recommendations to the FPRA Board.

D. The FPRA Board will make the final determination and, if funding is approved, the FPRA Board may authorize the execution of a Grant Agreement

E. Written notification will be sent to all Applicants advising them of approval or denial of funding.

F. Staff will prepare the Grant Agreement to be executed by the Recipient and the FPRA Board following a vote to approve the Grant Agreement.

5. ELIGIBLE SIGNS

A. Awnings

B. Freestanding ground signs

C. Monument signs

D. Projecting signs

E. Under Canopy Signs

F. Wall Signs

G. Painted Signs

6. INELIGIBLE SIGNS AND EXPENSES

All signs must be consistent with applicable design guidelines and policies as outlined by the FPRA Plan and the City of Fort Pierce Planning Codes. All work must be done in compliance with applicable City of Fort Pierce Codes and Planning Regulations. All professional work must be performed by a licensed contractor in good standing with the City of Fort Pierce.

The following signs are ineligible for the Commercial Sign Grant Program:

A. Signs for new construction developments.

B. Signs for residential properties, home based businesses or online businesses.

C. Temporary signs.

D. Laminated vinyl signs for windows or doors.

E. Decals/Stickers for windows or doors.

F. A-Frame, sidewalk, or sandwich board signs

The following expenses are ineligible for reimbursement under the Program:

A. Permit fees and taxes.

B. Refinancing existing debt.

C. Sweat equity payments (i.e., reimbursement for Recipient's own labor).

D. Expenses incurred prior to execution of Grant Agreement.

7. GENERAL PROVISIONS

The funding assistance provided under the FPRA Commercial Sign Grant Program is solely on a reimbursement basis. The FPRA has the exclusive authority to approve or deny program applications based on its determination as to the benefits to the FPRA District produced by requested projects. The FPRA may impose any conditions of approval it deems suitable to protect the interests of the agency. All Recipients will be required to execute a Grant Agreement.

By accepting the grant, the Recipient agrees to report and provide updates to FPRA Staff upon request. Recipient may be required to provide work schedules, execute reporting forms, and provide projected completion dates. The sign project must be completed within 180 days of execution of the Grant Agreement. Failure to complete the project within the time frame may result in denial of the reimbursement request.

FPRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Grant Agreement.

By participating in this grant program, Recipients agree to allow the City of Fort Pierce and the FPRA, or their agents, to take photos of themselves, their property, and their business for promotional purposes related to the grant program.

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

The FPRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant/Recipient may be subject to production by the FPRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

8. DISBURSEMENT OF FUNDS

The Recipient shall incur all initial project costs and may receive reimbursement only after the sign project is complete. The reimbursement of funds will take place upon the receipt of a finding of the project completion by the FPRA. To initiate the reimbursement process, the Recipient must submit the following documents:

A. Written notification from the Recipient that the project is complete.

B. Completed FPRA Reimbursement Request Form.

C. One (1) photo of the installed sign.

D. One (1) photo of the property including the newly installed sign.

E. Copies of all invoices. Detailed invoices should be on the company letterhead showing the name, address, and phone number of the licensed contractor. Invoices should include a date and should include a detailed breakdown of the scope of the work, including the line items specifying permit fees. **(Permit fees will not be reimbursed)**

F. Proof of payment in full for sign improvements as approved.

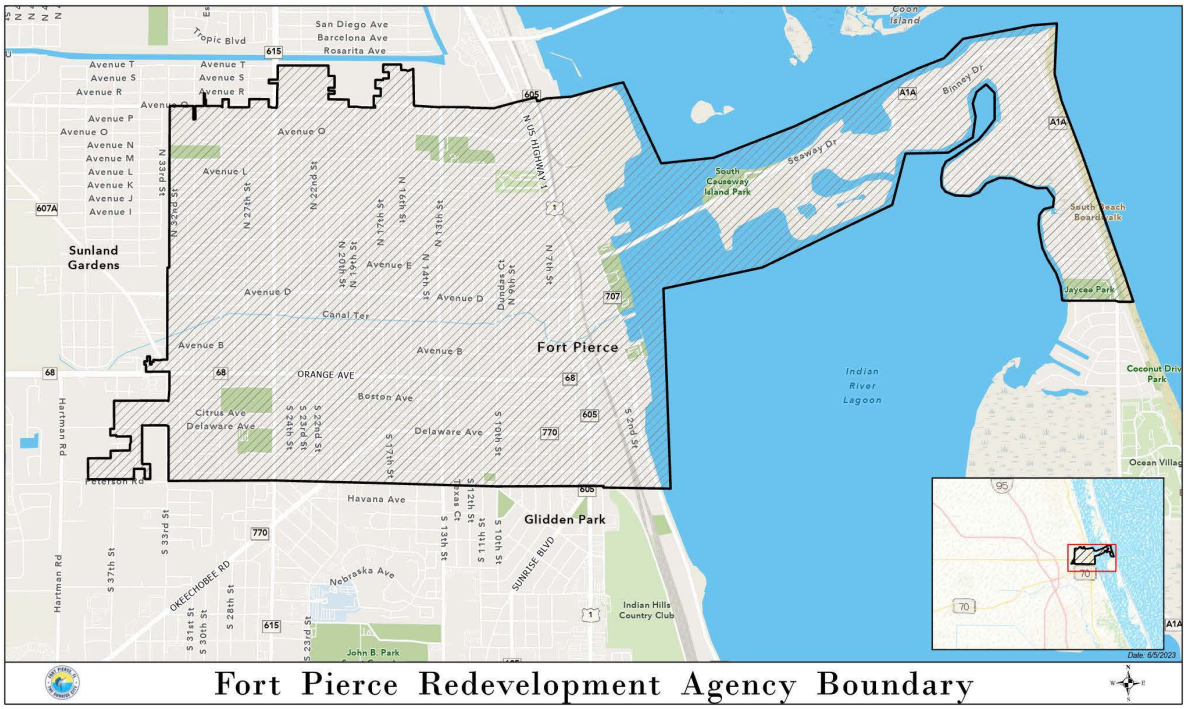
G. Copies of all required closed permits.

H. Signed and completed W-9, as required by law, for the Recipient of the grant funds.

NOTE: The Finance Department shall process the reimbursement to the Recipient in accordance with the regular payment procedures of the City. No funds will be disbursed until all work is completed and all items set forth in this section have been submitted.

Please note that the reimbursement process may take approximately 45-60 days after the FPRA receives the necessary documentation. This timeframe allows for the review and verification of the submitted documents to ensure compliance with the program's requirements. The FPRA strives to process reimbursements in a timely manner and appreciates recipients' patience during the reimbursement period.

9. FPRA DISTRICT BOUNDARY MAP



FPRA Special Meeting - 5:05 PM **5. H.**

Meeting Date: 10/21/2025

Re: Review and Discussion of CRA Advisory Committee Recommendations for Denia of Applications

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Review and discussion of CRA Advisory Committee Commercial Facade Application Denial Recommendations

SUMMARY:

The CRA Advisory Committee (CRAAC) has completed its evaluation of the latest round of applications for the Commercial Façade Grant Program. This program is intended to eliminate blight and enhance the visual appearance of properties within the FPRA district, encouraging private investment and economic development. It offers 50% matching grants, up to $25,000, for eligible exterior improvements.

Applications were reviewed and scored by six committee members, with a maximum possible score of 600 points.

All applications were evaluated based on the intent of the Commercial Façade Program, which is to support projects that provide substantial, visible improvements from the public right-of-way going beyond routine maintenance to meaningfully reduce blight within the FPRA district.

The following applications were recommended for denial:

Applicant: 1217 Delaware Ave - EJ09, LLC
Score: 328/600 points
Project Description: Siding repair, painting exterior, repair handicap ramp, new sod and sprinkler system.
Committee Comments: The Committee noted that the proposed improvements were considered standard or basic maintenance and encouraged a more creative approach. They recommended resubmitting the application with a detailed landscaping plan that includes additional trees, enhanced landscaping features, and potentially alternative paint colors.

Applicant: 515 S Indian River Dr. – Crownman FL, LLC
Score: 330/600 points
Project Description: Replacing two first-floor windows on the small building; completing minor soffit and trim repairs; painting the small building to match the main building; installing seven new light fixtures; constructing a new deck and restaining the existing deck; installing new sidewalks; repaving and restriping the parking lot, including the addition of one ADA parking space; installing a bike rack; and adding permanent landscaping.
Committee Comments: The applicant described the project as a luxury bed and breakfast;

however, the CRAAC noted that the current plans do not yet reflect that standard. The Committee strongly recommended resubmitting with an upgraded landscaping plan that includes additional trees and enhanced plantings. They also emphasized the importance of further façade improvements, such as decorative wall shutters, canopies over windows, and/or Bahama shutters, to achieve the level of quality expected for a luxury property along Indian River Drive.

Applicant: 300 S 6th St – Fort Pierce Charter Development, LLC
Score: 247/600 points
Project Description: Repaving/Restriping the parking lot
Committee Comments: The Committee noted that the proposed improvements were considered general maintenance and did not meet the intent of the program. However, the Committee would consider the application if additional improvements were included.

Applicant: 616 Atlantic Avenue – Dance Ministries, LLC
Score: 223/600 points
Project Description: Repaving/restriping the parking lot and adding permanent landscaping and irrigation
Committee Comments: The Committee noted that the proposed improvements were considered general maintenance for the parking lot and that the landscaping enhancements were not visible to the public. They suggested removing the shade fence to make the improvements more visible or possibly replacing it with an ornamental fence. The Committee would consider the application if the applicant takes the recommendations into account and reapplies.

Staff is seeking FPRA Board direction regarding these denied applications.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 7 - The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Review the CRA Advisory Committee's recommendations and provide direction on the applications.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
CRA Advisory Committee

Fiscal Impact

Budgeted Y/N: N
Account: N/A
Amount: 0
OTHER INFORMATION:
Not applicable. If any application is approved, the agreements will be presented at a later meeting.

Attachments

Presentation
Comm. Sign Program Overview
Evaluation Criteria
1217 Delaware Ave Application
1217 Delaware Ave Evaluation Sheets
515 S indian River Dr Application
515 S Indian River Dr Evaluation Sheets
300 S 6th St Application
300 S 6th St Evaluation Sheets
616 Atlantic Ave Application
616 Atlantic Ave Evaluation Sheets

FPRA

FORT PIERCE

REDEVELOPMENT AGENCY

Commercial Façade Grant Applications

Overview

The intent of the Commercial Façade Grant Program is to significantly enhance the appearance of buildings and eliminate slum & blight within the FPRA district.
The program offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

Evaluation Criteria (100 Points Total)

1. Visual Impact/Blight Elimination (50 points)
2. Total Project Investment (25 points)
3. Design & Creativity (15 points)
4. Community Impact/Public Benefit (10 points)

CRAAC Completed Evaluations

All applications were evaluated based on the intent of the Commercial Façade Program, which is to support projects that provide **substantial, visible improvements** from the public right-of-way going **beyond routine maintenance** to meaningfully **reduce blight** within the FPRA district.

Applications were reviewed and scored by six CRAAC committee members, with a maximum possible score of 600 points.

1217 Delaware Ave

EJ09, LLC

1217 Delaware Ave

CRAAC Score - 328/600 points

1217 Delaware Ave

Grant request: $6,000
Total Investment $12,000
Building Use: Office space

- Repair siding
- Repaint exterior
- Repair handicap ramp
- Install new sod
- Repair sprinkler system

Committee Comments

- Proposed improvements were primarily standard maintenance rather than transformative enhancements.
- Committee encouraged a more creative approach consistent with the program's intent.
- Recommend resubmission with a detailed landscaping plan, additional trees, and refined paint colors to enhance curb appeal.

515 S Indian River Dr

Crownman FL, LLC

515 S Indian River Dr.

CRAAC Score 330/600 Points

515 S Indian River Dr

Grant request: $25,000
Total Investment $64,800
Building Use: 6 BR 6 ½ bath luxury bed & breakfast

- Replace 2 first-floor windows on small building
- Minor soffit/trim repairs
- Paint the small bldg. to match main bldg.
- Install 7 exterior light fixtures
- Construct new deck/restain existing deck
- Install new sidewalks
- Repave/restripe parking lot
- Add ADA parking space
- Install new bike rack
- Install permanent landscaping

Committee Comments

- Applicant described the project as a luxury bed and breakfast
- CRAAC noted current plans do not reflect luxury standards
- Strong recommendation to resubmit with an upgraded landscaping plan
- Emphasis on additional façade improvements, such as:
  - Decorative wall shutters
  - Canopies over windows
  - Other architectural enhancements
- Goal: Achieve the quality expected for properties along Indian River Dr.

300 S 6th Street
Fort Pierce Charter Development LLC

300 S 6th Street

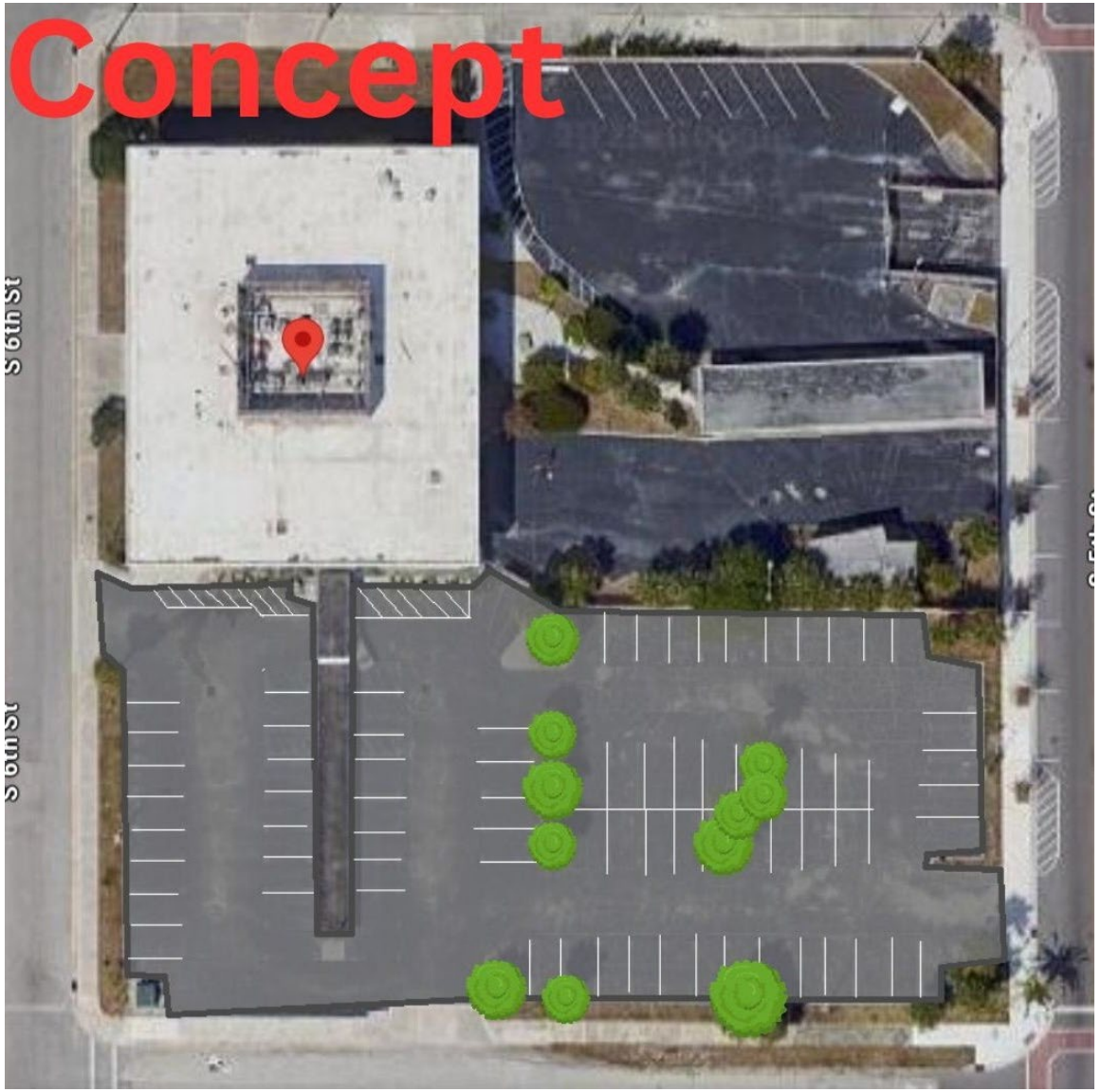
CRAAC - 247/600 points

300 S 6th Street

Grant request: $25,000
Total Investment $58,000

Building use:
Office space for counseling

Repave & restripe the parking lot



Committee Comments

- Committee reviewed the proposed improvements
- Determined they were general maintenance items
- Should reconsider resubmitting with additional improvements that meet the intent of the program

616 Atlantic Avenue
Dance Ministries, LLC

616 Atlantic Ave

CRAAC Score 223/600 Points

616 Atlantic Ave

Grant request: $10,873.50
Total Investment $21,746.99
Building Use: Vacant

- Repave & restripe the parking lot
- Add permanent landscaping & irrigation

Committee Comments

- Proposed parking lot improvements were considered general maintenance
- Landscaping enhancements were not visible to the public
- Committee suggested:
  - Removing the shade fence to increase visibility
  - Or replacing it with an ornamental fence for aesthetic appeal

Recommendation

FPRA Board to review the CRA Advisory Committee's recommendations and provide direction on next steps.

Questions?

FORT PIERCE
REDEVELOPMENT AGENCY

COMMERCIAL FACADE GRANT PROGRAM

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9. Evaluation Criteria 8
10. Timeline 8
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COMMERCIAL FAÇADE GRANT PROGRAM

1. OVERVIEW

The intent of the Commercial Façade Grant Program is to support the revitalization of the commercial corridors in the Fort Pierce Redevelopment Agency (FPRA) District by stimulating private investment in improvements that enhance the appearance of buildings and properties and eliminate blight and non-conforming design standards. This program is designed to encourage redevelopment of the FPRA District by enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation. This program will complement other revitalization efforts to ensure the maximum leverage of resources and support local businesses.

It is the intent of this program to encourage improvements to private properties that go well beyond what is required under the City of Fort Pierce Land Development Code to enhance the form, function, and design quality of this redevelopment district.

The FPRA reserves the right to approve or deny any Commercial Façade Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the FPRA District.

2. FUNDING

The Commercial Façade Grant Program offers financial assistance in the form of a reimbursable, matching fifty percent (50%) grant up to $25,000 to the property or business owner for eligible expenses associated with improving the external appearance of their business and to encourage businesses to invest in their operations. Grants cannot be awarded retroactively for work that has already been completed.

Grant funding examples:

Eligible Project Total Cost	Applicant Contribution	FPRA Contribution
$5,000	$2,500	$2,500 *
$15,000	$7,500	$7,500 *
$30,000	$15,000	$15,000 *
$50,000	$25,000	$25,000 *
$100,000	$75,000	$25,000 **

* 50% matching contribution

** Maximum grant amount is $25,000

COMMERCIAL FAÇADE GRANT PROGRAM

3. ELIGIBILITY

A. The property to be improved must be located within the FPRA District boundaries (see Boundary Map below at section 11).
B. There must be a Commercial Building on the property. This means that a business that is frequented by the public is located in a portion of the building and that portion of the building is not a private residence.
C. The Applicant must own the property or, if the Applicant is a tenant, the Applicant must submit its signed lease, and the owner of the property must support the project and execute a Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
D. The Applicant must have funds sufficient to fully fund the project (proof of funds is required).
E. The following properties are <u>not eligible</u>:

1. Residential properties
2. Home based businesses and online businesses
3. Governmental facilities
4. New construction developments
5. Properties that have been awarded an FPRA Commercial Façade Grant within the last five years
6. Properties with outstanding monetary obligations owed to the City, for example, past due taxes or code enforcement fines or liens

4. APPLICATION PROCESS

The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

A. The Applicant must complete the Online Application and submit all required documents.

1. Two (2) different color photographs of the exterior of the property in its current condition.
2. Project concept, rendering or any other relevant materials that convey the physical improvements proposed to be made.
3. Copy of Deed showing ownership of the property by the Applicant OR if the Applicant is a tenant, copy of signed lease and Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
4. Two (2) written estimates from two different licensed contractors. Estimates should be on company letterhead, dated, and include a detailed breakdown of the scope of work, including the line items specifying permit fees. If you will be providing more than one cost estimate, the cost estimates MUST be for the same improvements. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.
5. Proof of funds to fully fund the project.
6. Project Timeline
7. Code Enforcement lien search

B. Within 10 business days of receipt of the completed Application, a staff member will contact the Applicant to determine eligibility.
C. Every 30 days, staff will forward eligible Applications to the Community Redevelopment Agency Advisory Committee (CRAAC). The CRAAC will review

the Applications and make recommendations to the FPRA Board based on the Evaluation Criteria set forth below at Section 9.

D. The FPRA Board will make the final determination and, if funding is approved, the FPRA Board may authorize the execution of a Grant Agreement.

E. Written notification will be sent to all Applicants advising them of approval or denial of funding.

F. Staff will prepare the Grant Agreement to be executed by the Recipient and the FPRA Board following a vote to approve the Grant Agreement.

5. ELIGIBLE IMPROVEMENTS:

A. Façade - Work on the exterior storefront of a building such as cleaning masonry (high-pressure water or steam; sandblasting is prohibited), re-pointing, woodwork, and other repairs (not maintenance-related) or rebuilding historic storefronts.
B. Awnings/Canopies - Removal of old awnings and canopies and design, production, and installation of new ones.
C. Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards).
D. Siding/Stucco
E. Repair or replacement of Windows and Doors
F. Outdated security features - Removal of roll-up metal security doors and metal window grates.
G. Removing excessive window signage to allow 95% window transparency.
H. Decorative walls, fencing, and landscaping – Removing, replacing, or adding fencing and landscaping to hide incompatible uses or negative site elements (no chain-link).
I. Original building elements - Restoring original decorative building elements.
J. Pedestrian and Bicycle Amenities - Construction of pedestrian and bicycle amenities such as benches, shelters, bike racks and bike lockers.
K. ADA improvements
L. Parking Lot Improvements/Surface Parking
M. Roof Repair and Replacement - Roof repairs and replacements may be eligible only if they are visible from the right-of-way and must be part of a comprehensive façade improvement project that includes additional eligible exterior enhancements
N. Patio and Deck Improvements
O. Exterior Lighting
P. Permanent Landscaping
Q. Security Cameras
R. Signs – Renovating existing signs or removing old signs and the design, production, and installation of new signs.
S. Art Installations – Art installations or works of art created by artists exhibiting the highest quality of skill and aesthetic principles. Includes all forms of visual art, specifically murals

COMMERCIAL FAÇADE GRANT PROGRAM

6. INELIGIBLE IMPROVEMENTS AND EXPENSES

A. Interior improvements (even if visible from the exterior).
B. Exterior improvements visible less than 24 hours per day.
C. Temporary Improvements including seasonal decorations and seasonal landscaping.
D. Features that do not meet the applicable provisions of the City of Fort Pierce Land Development Code.
E. Routine maintenance activities such as painting, asphalt sealing, landscape maintenance, or power washing.
F. Flat roofs or any roofing elements that are not visible from the street are not eligible for funding under this program.
G. Improvements made prior to execution of the Grant Agreement.
H. Expenses that are ineligible for reimbursement include:
    i. Permit fees and taxes.
    ii. Refinancing existing debt.
    iii. Sweat equity payments (i.e., reimbursement for Recipient's own labor).
    iv. Expenses incurred prior to execution of the Grant Agreement.

7. GENERAL PROVISIONS

The funding assistance provided under the Commercial Façade Grant Program is solely on an expense reimbursement basis. The FPRA has the exclusive authority to approve or deny program applications based on its determination as to the benefits to the FPRA District produced by requested projects. The FPRA may impose any conditions of approval it deems suitable to protect the interests of the agency. All Recipients will be required to execute a Grant Agreement.

By accepting the grant, the Recipient agrees to report and provide updates to FPRA staff upon request. Recipient may be required to provide work schedules, execute reporting forms, and provide projected completion dates.

FPRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Grant Agreement.

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

By participating in this grant program, Recipients agree to allow the City of Fort Pierce and the FPRA, or their agents, to take photos of themselves, their property, and their business for promotional purposes related to the grant program.

The FPRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant/Recipient may be subject to production by the FPRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

8. DISBURSEMENT OF FUNDS

The Recipient shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the grant award.

Grant funds will be disbursed upon receipt of a finding of project completion by the FPRA. The finding of project completion will be granted when the FPRA has received the following package:

- Completed FPRA Reimbursement Request Form indicating that the project is complete.
- Final report documenting all construction costs incurred with the project.
- Completed W-9, as required by law, for the Recipient of the grant funds.
- Copies of all required closed permits.
- Copies of all invoices
- Proof of payment (cancelled checks or bank statements)
- Photographs of work undertaken
- Release of liens (if applicable)
- Occupancy certificates (if applicable)
- City of Fort Pierce Certificate of Use

NOTE: The Finance Department shall process the reimbursement to the Recipient in accordance with the regular payment procedures of the City. No funds will be disbursed until all work is completed and all items set forth in this section have been submitted. The reimbursement process may take approximately 45-60 days after the FPRA receives the necessary documentation. This timeframe allows for the review and verification of the submitted documents to ensure compliance with the program's requirements. The FPRA strives to process reimbursements in a timely manner and appreciates recipients' patience during the reimbursement period.

COMMERCIAL FAÇADE GRANT PROGRAM

9. EVALUATION CRITERIA

The CRAAC will review and evaluate the applications and make recommendations to the FPRA Board. The CRAAC will evaluate Applications based on the following criteria:

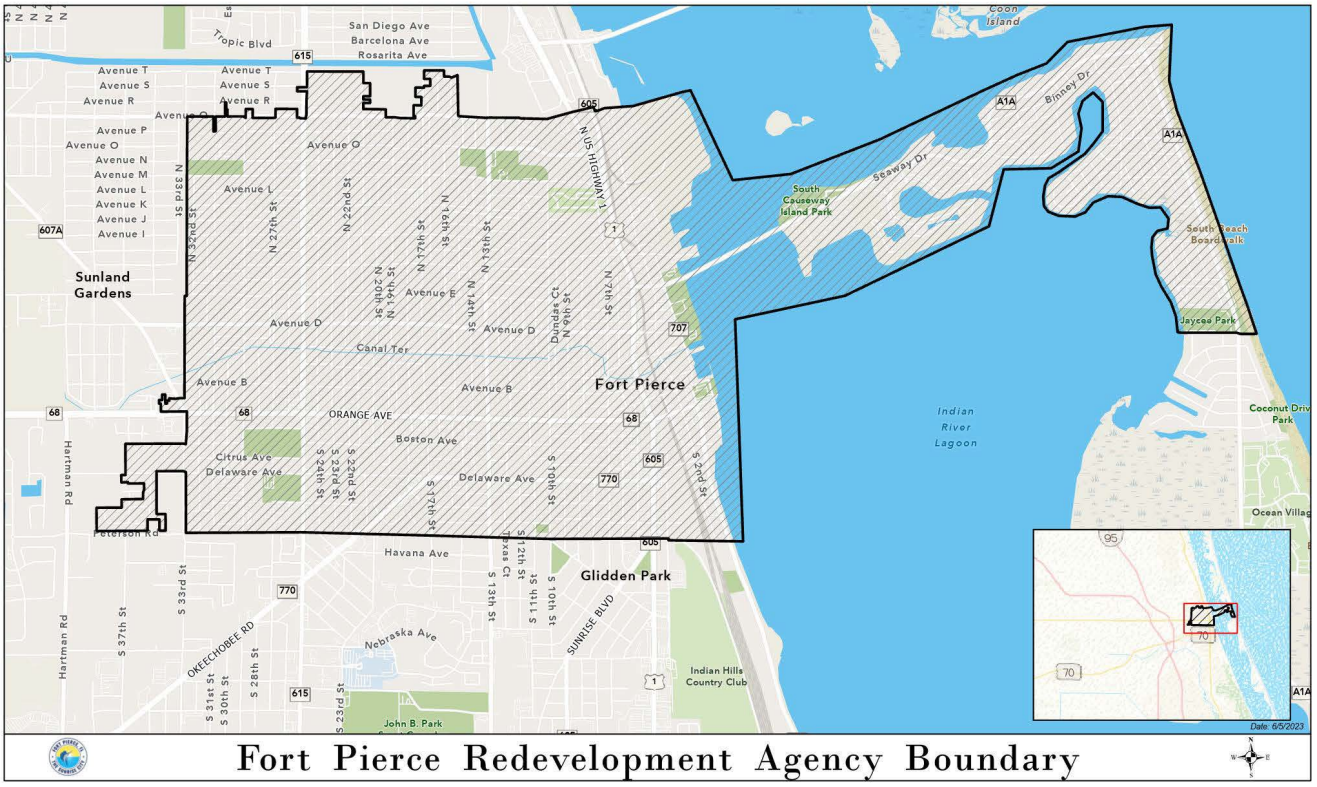
Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA District and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

10. TIMELINE

The application period will remain open until all of the allocated funds are depleted.

COMMERCIAL FAÇADE GRANT PROGRAM

11. FPRA DISTRICT BOUNDARY MAP



Revised 4/2025

Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24180

Date Submitted: 7/30/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2409-823-0039-000-0

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Project Property Address:*

1217 Delaware Avenue, Fort Pierce, FL 34950

Property Owner (As recorded on Warranty Deed):*

EJ09, LLC

Building's Existing Use(s):*

Office space. Currently vacant

Building's New Use(s) (if applicable):

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Jose Bernazar

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Member

Email Address:*

jose.bernazar@gmail.com

Cell Phone Number: *

7722759103

Business Information:

Legal Business Name:

EJ09, LLC

Federal Employer Identification Number / Tax ID:

992125758

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Office

Business Phone Number*

7722759103

Website (If applicable)

Mailing Address (If different):

223 Orange Avenue, Fort Pierce, FL 34950

Number of Years in Business:*

2

Number of Years at Current Address:*

2

If not currently open for business at this location, when do you expect to open?

Jan 2026

Project Details:

Grant amount requested?

6000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total estimated project cost?

12000

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

4 months

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

Proposed Improvements:*

- [x] Siding/Stucco
- [ ] Windows/Doors
- [ ] Awnings/Canopies
- [ ] Parking lot repaving, resealing, and/or restriping
- [x] Patio & Deck Improvements
- [ ] Exterior Lighting
- [x] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [x] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

Property has been vacant. Ramp is in dire need of repair. Lawn is in need of new sod and sprinkler system to maintain it. Siding needs to be repaired and treated.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

IMG.jpg

Color photograph of the existing condition of the FRONT of building (2 of 2):*

IMG.jpg

Design Proposal/Construction Plans for the Proposed Improvements:*

1217 Delaware pictures.pdf

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

PNC snapshot 072925.jpg

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

1217 Delaware Narrative Letter 072925.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

  To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Cost Estimates

Cost estimates from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed

Cost Estimate #1*

1217 Delaware estimates 073025.pdf

Cost Estimate #2

Choose File No file chosen

Signature

Electronic Signature*

Jose Bernazar

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

1217
911 BAIL
BONDS
CUSTOMER
PARKING
IN REAR

1217
911 BAIL
BONDS

1917

Docusign Envelope ID: 0AA41B5C-202B-4432-AFDE-9C04F58F3275

7/29/2025

Jose Bernazar
EJ09, LLC
223 Orange Avenue
Fort Pierce, FL 34950

To the governing members and advisory members of the Fort Pierce Redevelopment Agency;

We would like to express our sincere appreciation for the opportunity to participate in Fort Pierce's beautification movement. Below is an explanation why our property should be selected for the façade grant.

1217 Delaware Avenue is conveniently located in a high-pedestrian, high-visibility corridor just eight blocks west of U.S. Highway 1, minutes from Downtown Fort Pierce's Indian River Drive, the marina, restaurants, and City Hall—making it an ideal candidate for a visual uplift. The existing building is a one-story historic structure built in 1923. It occupies approximately 1,380 ft^2. Although this building was renovated in 2013, it currently presents muted façade finishes and dated signage that do not reflect the growing vibrancy of its environment. We recently acquired this property and have not been able to facilitate a curb appeal makeover due to budget constraints. As a small-scale property owner without large capital reserves, access to a 50% reimbursable grant would enable exterior improvements that would otherwise remain deferred. This relief is critical to help cover the costs of quality materials and expedite a professional installation that the property would have to wait for if we had to fund this project alone. Injecting grant-supported improvements at this location would showcase how even the most modest, well-designed investments can transform the character of the commercial corridor. Its location within the FPRA District ensures the project aligns with broader redevelopment goals the City of Fort Pierce envisions.

The proposed façade revisions will introduce an appeal that is currently absent. These modest revisions would also ensure that signs of wear, faded paint, and dated finishes that contribute to visual blight in the corridor, are transformed into a refreshed, inviting presence without compromising Fort Pierce's classic "old-Florida charm" or the FPRA's goals. The improved façade will attract tenants and customers, strengthen local economic activity and stimulate additional investment.

Docusign Envelope ID: 0AA41B5C-202B-4432-AFDE-9C04F58F3275

By selecting 1217 Delaware Avenue for funding, the FPRA will catalyze a small but potent demonstration of how targeted façade investment can reinforce Fort Pierce's historic character, support local small business viability, and inspire broader corridor revitalization as outlined within the Redevelopment Plan.

With utmost gratitude and respect,

Signed by:

9B8DB7DBE42A410...

Jose Bernazar

Gmail ilana shilin <ilanashilin@gmail.com>

Estimate

2 messages

Kat Charlie <kcmobilehomerepair@gmail.com> Fri, Aug 15, 2025 at 2:32 PM
To: "ilanashilin@gmail.com" <ilanashilin@gmail.com>

KC Mobile Home Repair LLC
(321)514-2970
Estimate
Date:8-15-2025

Customer name: ilana Shilin
Address:1217 Delaware Ave. Ft peirce FL. 33950
Job description: Repair wheelchair ramp
Price estimate: $4,000

Estimate is good for 45 days.

Thank you for your business!!!!!!

---

ilana shilin <ilanashilin@gmail.com> Fri, Aug 15, 2025 at 2:34 PM
To: Kat Charlie <kcmobilehomerepair@gmail.com>

Received. Sending to the city right now to see if they will accept. Will let you know what they say.

Thank you.
[Quoted text hidden]

ROSA'S CUSTOM PAINTING, LLC

40 years' experience

PROPOSAL

Rosa Lawrence 772-302-1954
772-302-1376

Date: 8/6/25

Contractor / Owner Address:
ROSA + JEFF LAWRENCE
2609 S. 29TH
FT. PIERCE, FL

Project Address: ILANA + JOSE BERNAZAN
1217 DELAWARE AVE
FT. PIERCE, FL

Scope of Work:
WASH HOUSE REPAIR ANY HOLES, CAULK ALL OPENINGS, REPAINT HOUSE - FASCIA, SOFFIT & BODY

Proposal Amount: LABOR + MATERIALS - 5,500.00

Gerardo Herardo
Evelyn Garcia (772) 3703094

JOSE SOLORZANO IRRIGATION INC
Sprinkler Systems

Po Box 5593
Fort Pierce, Fl. 34954
(772)370-5094
solorzanoirrigat@hotmail.com

DATE: 08/07/25
Estimate 25-0057

Ilana
1217 Delaware Ave
Ft. Pierce, Fl.34950

DESCRIPTION	UNIT	AMOUNT
4- zones of irrigation, new valves and new timer		$2500.00
4- pallets of San Agustin Sod installed		$1500.00
	TOTAL	$4000.00

THANK YOU FOR YOUR BUSINESS!

ESTIMATE

Service Address

1217 Delaware Ave
Ft Pierce, Fl 34980

Prepared For

Jose Bernazar
(305) 345-4551

Diversified Custom Carpentry

5114 Myrtle Drive
Ft. Pierce , Fl 34982
Phone: (407) 338-1648
Email: floridaconstruction20@gmail.com

Estimate #	24835
Date	07/28/2025
PO #	1217delaware
Business / Tax #	L21000430919

Description	Rate	Quantity	Total
Veranda stone grey	$20.98	42	$881.16
4"x4"	$13.28	6	$79.68
6"x6"	$36.88	9	$331.92
Deckmate screws	$38.97	1	$38.97
2"x6"x8'	$8.38	28	$234.64
3" wood screws	$11.98	2	$23.96
Concrete	$4.48	15	$67.20

Delivery/disposal	$175.00	1	$175.00
Demo/installation	$20.00	135	$2,700.00
Wood Porch railing	$59.98	3	$179.94
Electrical sign removal/installation	$250.00	1	$250.00
Lag bolts 3/8" x 2"	$19.82	2	$39.64
Aluminum railing removal and installation	$175.00	1	$175.00

Subtotal	$5,177.11
State Tax	$168.94
Administration	$147.55
Total	**$5,493.60**

All debts be paid in full at the end of the job. credit cards payments add 3.5% to billing.

Jose Bernazar

INVOICE

184

Clinton Family Construction LLC

Bill To:

EJ09 LLC

Ship To:

2319 Northeast 18th Court Jensen Beach Florida 3495

Date: Jul 30, 2025

Payment Terms: 2850

Balance Due: $2,850.00

Item	Quantity	Rate	Amount
Apply New Paint On Outside Of The Building. Paint Whole Building 2 Coats Of Paint. Paint Outside Ramp, Front Stairs And Back Stairs.	1	$2,850.00	$2,850.00

Total: $2,850.00

Notes:

Materials Are Included In The Price With Labor.

Terms:

300 Deposit For Labor Included After First Day Of Work

Rangel's Lawn Service & Pressure Cleaning

Quotation

900 W Weatherbee Rd
Fort Pierce, FL 34982
phone: 772-333-8838 Email: Rangelslawn@gmail.com

DATE 7/29/2025
Quotation # 1
Customer ID 1217Delware

Quotation For: Sod and irrigation installation

Prepared by: Juan rangel

Street Address: 1217 Delaware Ave
Fort Pierce, FL 34950
Phone: 305-345-4551

Comments or Special Instructions: *Sod and irrigation installation*

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	
1	Sprinkler system installation	$ 1,350.00	0	$ 1,350.00
1	5 pallets of Sod and installation	$ 2,200.00	0	$ 2,200.00

SUBTOTAL	$ 3,550.00
TAX RATE	
SALES TAX	$ -
OTHER	$ -
TOTAL	$ 3,550.00

If you have any questions concerning this quotation, contact name, phone number, e-mail.

THANK YOU FOR YOUR BUSINESS!

Property Address: 1217 Delaware Ave – EJ09, LLC

Date: 9-24-25

Evaluator Name: Doug Miller

Project Description: Repair siding, repaint exterior, repair handicap ramp, new sod and sprinkler system

Building Current or Future Use: Office Space

Total Requested: $6,000 -

Total Project Investment: $12,000

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	25	Basic Maint.
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	10	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	Basic Maint.
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	
Total Score	✓47	

Property Address: 1217 Delaware Ave – EJ09, LLC

Date: 9/24/25

Evaluator Name: Hoyt murphy

Project Description: Repair siding, repaint exterior, repair handicap ramp, new sod and sprinkler system

Building Current or Future Use: Office Space

Total Requested: $6,000

Total Project Investment: $12,000

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	40	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	10	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	
Total Score	✓ 65	

Property Address: 1217 Delaware Ave – EJ09, LLC

Date: 8/24/25

Evaluator Name: CHARLIE HAYEK

Project Description: Repair siding, repaint exterior, repair handicap ramp, new sod and sprinkler system

Building Current or Future Use: Office Space

Total Requested: $6,000

Total Project Investment: $12,000

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	40	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5 (10)	5	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	0	NO DESIGN NOR ENHANCEMENTS
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	
Total Score	50 *	

Correct score - 55

(1)

Ed Becht
9-24-2025

Property Address: 1217 Delaware Ave – EJ09, LLC

Date: 9-24-2025

Evaluator Name: Ed Becht

Project Description: Repair siding, repaint exterior, repair handicap ramp, new sod and sprinkler system

Ilana Shilin
Jose Bernazar

Building Current or Future Use: Office Space

Total Requested: $6,000

Total Project Investment: $12,000

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	- 40 -	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	- 10 -	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	- 6 -	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	- 10 -	
Total Score ✓	- 66 -	

Property Address: 1217 Delaware Ave – EJ09, LLC

Date: 9/24/25

Evaluator Name: Donna Benton

Project Description: Repair siding, repaint exterior, repair handicap ramp, new sod and sprinkler system

Building Current or Future Use: Office Space

Total Requested: $6,000

Total Project Investment: $12,000

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	15	Needs more Landscaping Better paint Choices Better Signage
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	10	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	Better Creativity to enhance the property
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	Standard improvements being made.
Total Score		

35 ✓

Property Address: 1217 Delaware Ave – EJ09, LLC

Date: 9/24/2025

Evaluator Name: Amanda Geller

Project Description: Repair siding, repaint exterior, repair handicap ramp, new sod and sprinkler system

Building Current or Future Use: Office Space

Total Requested: $6,000

Total Project Investment: $12,000

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	40	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	10	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	landscaping would be nice
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	9	
Total Score	66	

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24201

Date Submitted: 8/14/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-810-0001-000-9

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Project Property Address:*

515 S Indian River Drive

Property Owner (As recorded on Warranty Deed):*

Crownman FL, Inc

Building's Existing Use(s):*

Commercial Office

Building's New Use(s) (if applicable):

Bed & Breakfast

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Kris Einstein

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Property Owner

Email Address:*

kris@entertainair.com

Cell Phone Number: *

3863029510

Business Information:

Legal Business Name:

Crownman FL inc

Federal Employer Identification Number / Tax ID:

81-457-4633

Business Structure*

- (●) Corporation
- ( ) LLC
- ( ) Partnership
- ( ) Nonprofit
- ( ) Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Bed & Breakfast

Business Phone Number*

3863029510

Website (If applicable)

Mailing Address (If different):

207 Orange Avenue, Suite A, Fort Pierce, FL 34950

Number of Years in Business:*

8.5 years

Number of Years at Current Address:*

8.5 years

If not currently open for business at this location, when do you expect to open?

January 2026

Project Details:

Grant amount requested?

25,000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total estimated project cost?

65000

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

6-8 months

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

Proposed Improvements:*

- [ ] Siding/Stucco
- [x] Windows/Doors
- [ ] Awnings/Canopies
- [x] Parking lot repaving, resealing, and/or restriping
- [x] Patio & Deck Improvements
- [x] Exterior Lighting
- [x] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [x] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [x] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [x] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

Adding sidewalks to become more ADA compliant and connectivity to downtown.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

Main Building (Current Pics).pdf

Color photograph of the existing condition of the FRONT of building (2 of 2):*

Smaller Building (Current Pictures).pdf

Design Proposal/Construction Plans for the Proposed Improvements:*

Renderings and Products.pdf

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

Funding Cap 1 ckg.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

narrative.docx

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

  To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Cost Estimates

Cost estimates from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed

Cost Estimate #1*

Photo.pdf

Cost Estimate #2*

Photo.pdf

Signature

Electronic Signature*

kris einstein

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

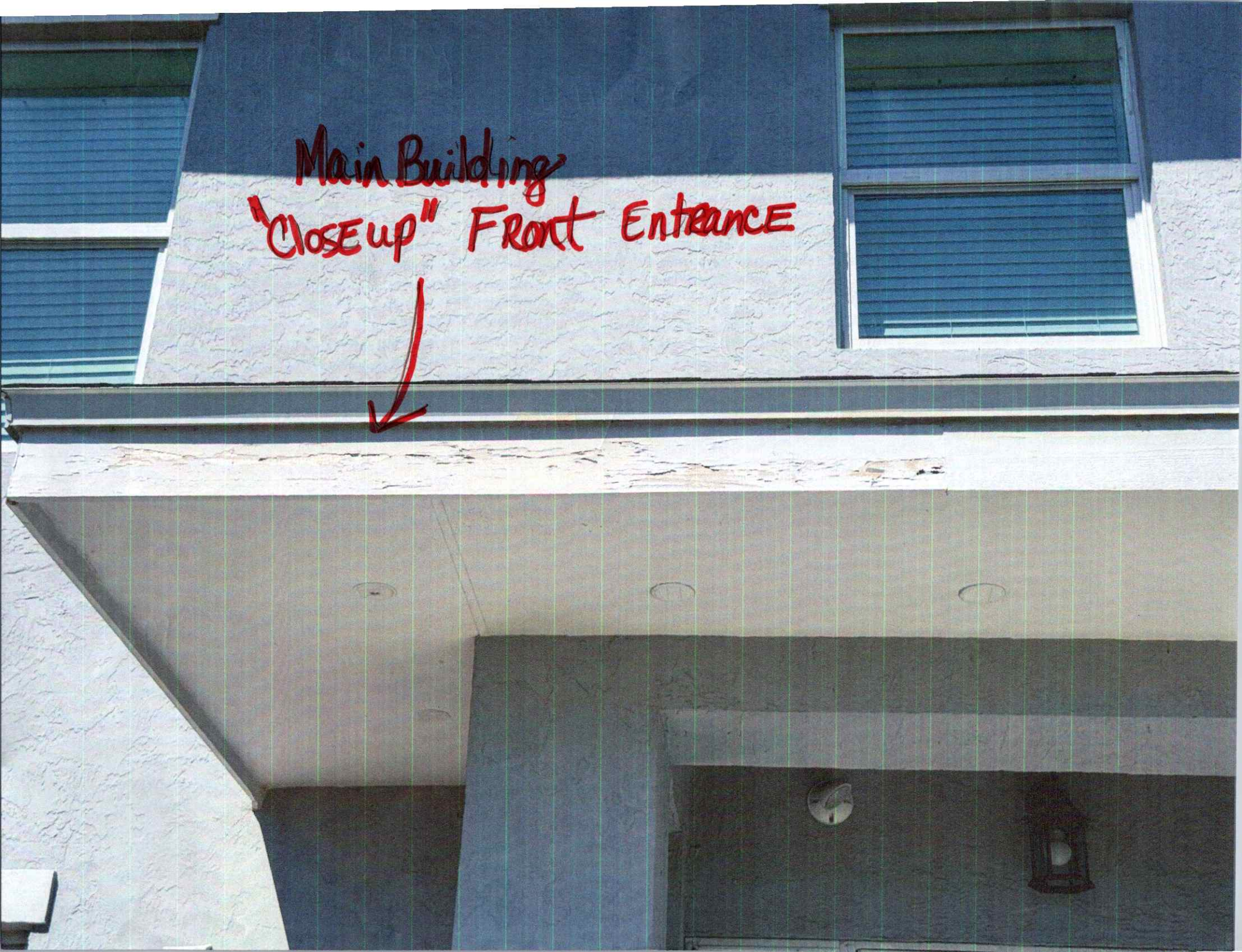
Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

FRONT Facade-Main Building

- Add deck on "left"
- Redo EXISTING sidewalk (Main)
- Add sidewalks from back to WRAPAROUND + connect to Main sidewalk, which connects to SIDEWALK ON INDIAN RIVER DRIVE.
- Add landscaping
- fix SOFIT, Vents + TRIM
- New lighting

Big/Main Building <Front> Entrance
See Closeup picture
5
1


Main Building
"Close up" Front Entrance

Main Building
"Left" Facade
-Add small Deck
- Replace siDEWalk
- Repair/Replace
Vents, SOfit+Trim

Main Building Front "Left" Facade

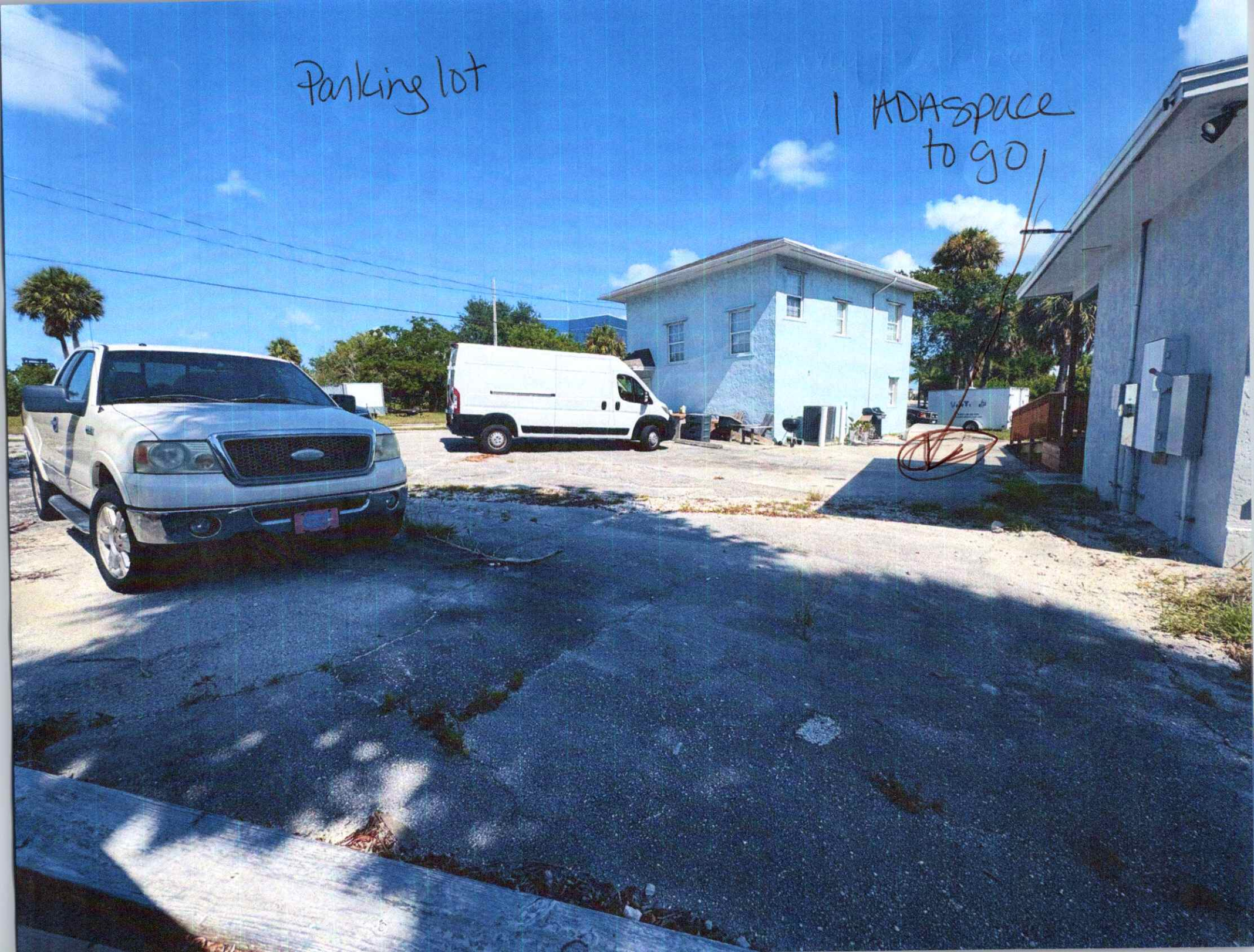
- Add sidewalk from Driveway/parking AREA + Deck to front "Main" SIDEWALK.

Main Building "Right" Facade

- Add sidewalk from Driveway/parking AREA + Deck to front "Main" SIDEWALK.

Existing Deck

Driveway / parking lot
for Buildings


Parking lot
1 ADA space to go

NEW Lights to replace these
ADA Space HERE

Landscaping will be more substantial than what is shown

NOTE: Deck would be ~ 1/2 size shown. It is meant for Back "Room" #1. Window #2 is for another sleeping Room + has its own Balcony on front.
1
2
"LEFT" (SouthSIDE)

35 YEARS MADRAX Bicycle Security
MADE IN WISCONSIN
1-800-448-7931
Enter Keyword or Item

PALM TREE BIKE RACK

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Download All Images

Starting at:

As low as

$809.00

THR-PALM

CAPACITY *

Choose an Option...

MOUNTING OPTIONS *

Choose an Option...

FINISH OPTIONS *

Choose an Option...

COLOR (POWDER COATED FINISH ONLY)

QTY 1

ADD TO CART

LOGIN TO REQUEST QUOTE

OVERVIEW HOW TO ORDER REVIEWS

OVERVIEW

Description:

Bring tropical vibes to your bike parking with the Palm Tree bike rack. Perfect for beachside paths, resorts, or warm-weather parks, this laid-back design offers secure, reliable bike storage with a breezy twist. Finished in your choice of durable powder-coat colors.

Materials and Finishes:

The Palm Tree Theme Bike comes in a Powder Coated finish.

For other finish options or custom color matches (upcharge), please contact us at sales@madrax.com for more information and pricing.

Measurements:

THR-PALM|

Mount Options:

Surface Mounted

HOW TO ORDER

ORDER ONLINE

Simply browse our products, select your options and then add the items to your cart to complete the checkout process.

REQUEST A CATALOG

Contact Us to request a hard copy of our catalog. Additionally, you may **view our catalog online**.

CALL US

Call our customer service team **(800) 448-7931** and we will be more than happy to assist you with your order.

CUSTOMER REVIEWS

Only registered users can write reviews. Please Sign in or create an account

SIGN IN

Shipping Review & Payments

Verify Your Address

To ensure accurate delivery, we suggest the changes highlighted below. Please choose which address you would like to use. If neither option is correct, edit your address.

Suggested Address
kris einstein
207 ORANGE AVE
FORT PIERCE, FL 34950-4348

Original Address
kris einstein
207 orange ave
fort pierce, FL 34950

Note: There is a 3% fee for all credit card payments.

Payment Method

Pay using Credit Card

Apply Discount Code

Order Summary

Cart Subtotal	$809.00
Shipping FedEx Freight - Economy Freight	$359.36
Tax	$81.78
Order Total	**$1,250.14**
Order Total Excl. Tax	$1,168.36

1 Item in Cart

Ship To:

kris einstein
207 ORANGE AVE
FORT PIERCE, Florida 34950-4348
United States
3863029510

Shipping Method:

FedEx Freight - Economy Freight

Be the first to review this product

Starting at:

As low as

$809.00

THR-PALM

CAPACITY *

Choose an Option...

MOUNTING OPTIONS *

Choose an Option...

FINISH OPTIONS *

Choose an Option...

Download All Images

COLOR (POWDER COATED FINISH ONLY)

QTY

Search

ENG

2 "Peacock" Lights - Exterior
$~203.00

Cart (2 items)

Pickup and delivery options

Free shipping arrives by **Thu, Sep 4**
34982

Sold and shipped by HAPP DAY
Free shipping

Antique Peacock Wall Lamp, Exterior Wall Light Fixture LED Phoenix Wall Sconce Vintage Peacock Wall Lamp Rustic Exterior Wall Light Sconce for Garden, Porch,...

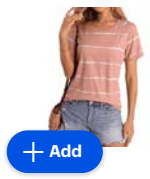
$203.00

Free 30-day returns
Only 3 left

Walmart Protection Plan by Allstate
View details
(Only one option can be selected at a time.)
- [ ] 2-Year Plan - $14.00
- [ ] 3-Year Plan - $18.00

Remove | Save for later | − 2 +

Can't Miss Summer Savings



Add

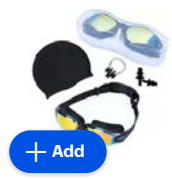
Now $7.99
~~$8.99~~
SOMER Women's Striped Cotton Blouses Casual Short Sleeve Crew Neck Summer TShirts for Going Out,Pink...
Save with W+
Shipping, arrives **in 2 days**

Best seller

Add

Now $25.99
~~$59.99~~
Teblint 2Pcs Shepherd Hooks 78" H 3/5" Th High Quality Metal Shepherd Pole for Outdoor Plant Bird Feeder Lantern...
★★★★☆ 461
Save with W+
Shipping, arrives **in 2 days**

Clearance



Add

Now $10.99
~~$29.99~~
Swim Goggles and Swim Cap, Anti Fog UV Protection Swimming Goggle No Leaking, with Nose Clip, Ear Plugs,...
★★★★★ 1
Save with W+
Shipping, arrives **in 2 days**

Continue to checkout

Antique Peacock Wall Lamp, ... is selling fast! Check out soon before it's sold out.

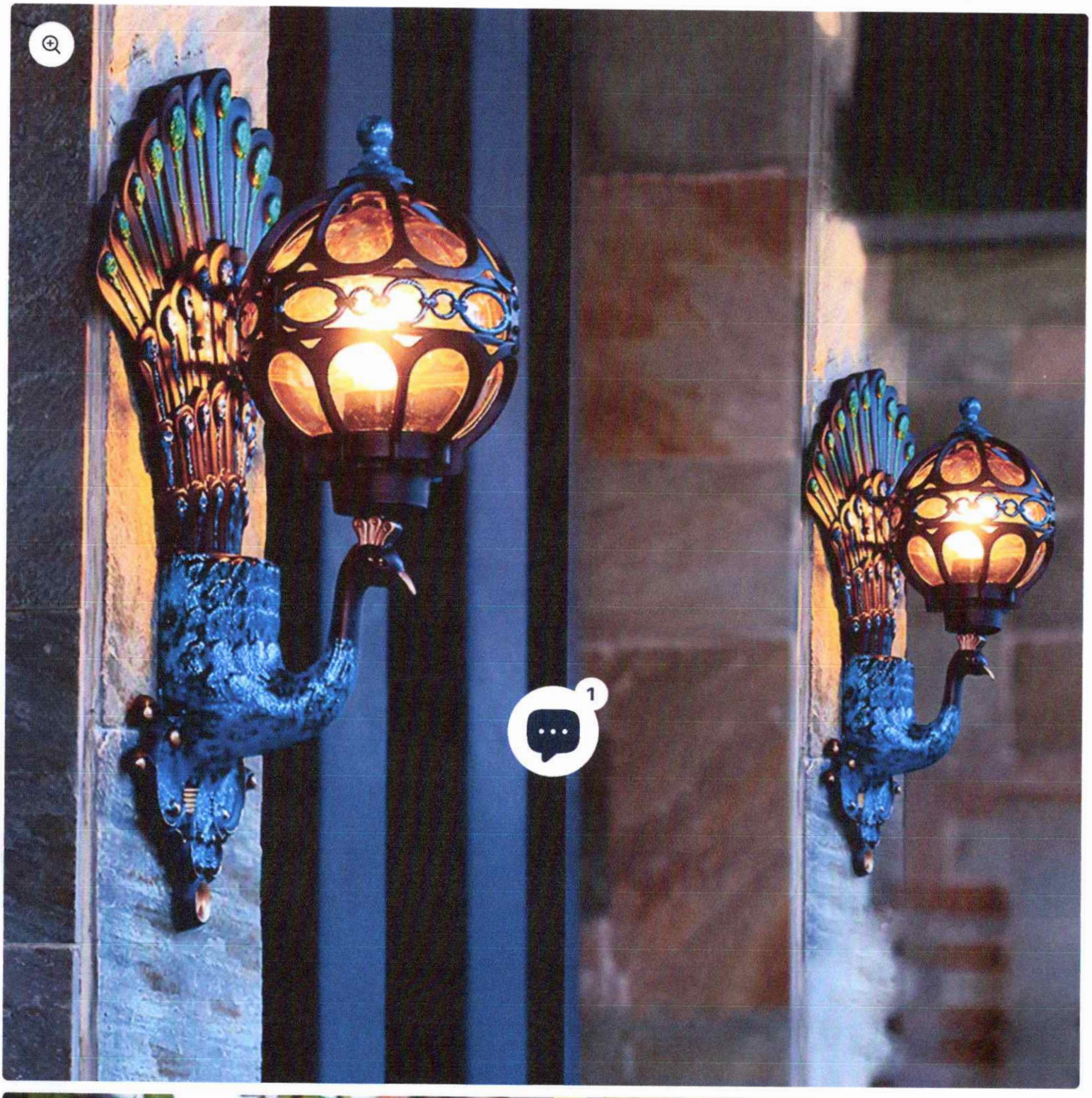
For the best shopping experience, sign in

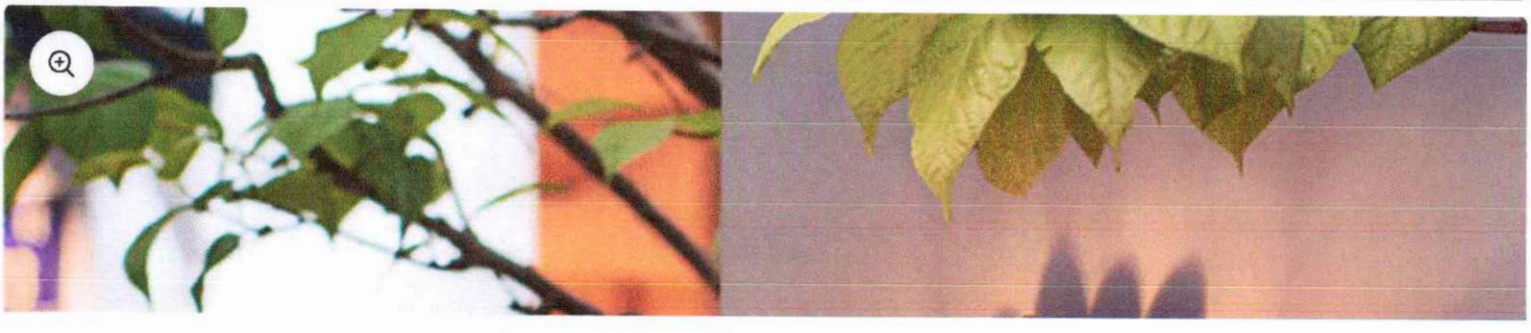
Subtotal (2 items)	$203.00
Shipping	Free
Taxes	Calculated at checkout
Estimated total	**$203.00**

as low as **$19/mo** with affirm
Learn how

Walmart+ **Become a member to get free same-day delivery, gas discounts & more!**
- [ ] New members get a free 30-day trial

Lights for Entrance "Peacock B+B"





Save Up to 25%

Share

x5
~$836.00

COOKIE SETTINGS

Tap or pinch to expand

FLASH SALE - Up to **5% OFF!** with code: **SIZZLE**

My Cart #12080338

Continue to Checkout

Your Price (ea.)
Special Price $167.20

EXT. PRICE: $836.00
$167.20 (ea.) x 5

Lanai - Two Light Outdoor Wall Mount - 7.25 Inches Wide by 18 Inches High

Black Coral Finish Color

Acclaim Lighting - 7501BC

Black Coral Finish Color

3 Day Delivery or Get $25 Back View Details

5

Enter Coupon Code:

APPLY

Click "Apply" to receive your discount. Only one coupon code per order transaction is allowed.

Enter Zip Code to Calculate Tax/Shipping:

Acclaim Lighting - 7501BC - Lanai - Two Light Outdoor Wall Mount - 7.25 Inches Wide by 18 Inches High

Item # 7501BC

Product Details

☆☆☆☆☆ Be the first to review!

~~Reg. $190.00~~ **Save 12%**

$167.20 On Special

X5
≈ $836

Pay in 4 interest-free payments of $41.80. Learn more

3 Day Delivery or Get $25 Back View Details

Free Shipping on orders over $49!

Shipping To: Update Cancel

Select Finish Color

(+$0.00) Black Coral

1

Add to Cart

Shop with us and get...

Always

Low Price Guarantee

Free Shipping Over $49

Shipping in 24-48 Hours

On this Product

3 Day Delivery or Get $25

No Restocking Fees

Have Product Questions?

866-203-5392

Get a Trade Quote

Overview

This Two Light Wall Lantern has a Black Finish and is part of the Lanai Collection.

- Shade Included.

- Back Plate Height: 8.00
- Back Plate Width: 4.75

Product Specifications

Dimensions & Weights	
Width/Diameter (in):	7.25"
Height:	18"
Depth/Extension:	9.25"
Back Plate Length:	8"
Back Plate Width:	4.75"
Weight:	7 lbs
Installation Details	
Some Assembly Required:	Yes
Lamping Details	
# of Bulbs:	2
Standard Wattage:	60 Watts
Lamp Base Type:	Candelabra

Product Details	
Finish:	Black Coral, Matte Black
Glass:	Clear Textured
Shade Material:	Glass
Dimmable:	No
Power Source:	Hardwire
Voltage Rating:	120 V
Material:	Aluminum
What is Included	
Bulbs Included:	No

This product is UL Certified.

This product is Dry Rated and suitable for use in dry indoor areas

Cut Sheet

Install Sheet

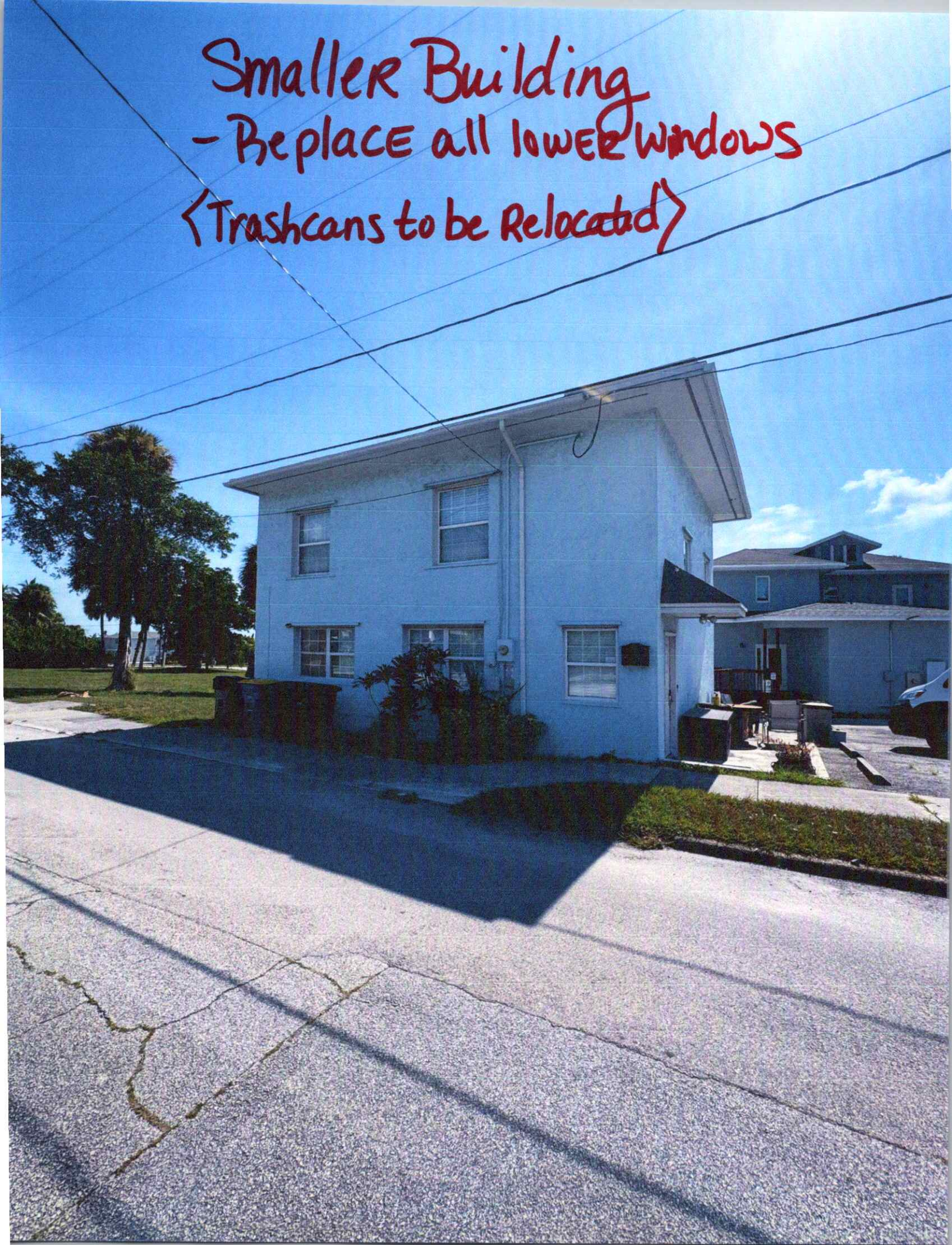
Spec Sheet

Pro Product Request

- WARNING: Ca Prop 65 Notice
- Pro Product Request

More Products from This Collection (5)

Recommendations


Smaller Building
- Replace all lower windows
<Trashcans to be Relocated>

Smaller Building
- Repaint
- Repair/Redo Concrete + parking Block

Smaller Building
+ 2 windows (#4)
that need Replacing
- Add landscaping
(Trashcans are
Being Relocated)
1
2

Estimate

Adarius Jones
786 626 1968
772 201 2850
jones.adarius@yahoo.com
CGC1515114

ESTIMATE NO.:	010	ISSUE DATE:	Aug 14, 2025	VALID UNTIL:	Aug 28, 2025

FROM
Sunrise City Construction
130 S Indian River
Fort Pierce FL
United States

TO
Kris Einstein (Crownman FL)
515 S Indian River Dr
Fort Pierce FL 34950
United States

DESCRIPTION	QUANTITY	UNIT PRICE ($)	AMOUNT ($)
Pavers Way And Stripe side walk 30 yards 350$ a yard Material 150$ a yard labor	40	500.00	20,000.00
Demo Asphalt And Concrete Dump demo	1	5,200.00	5,200.00
Bike Rack 500 bike rack 200 labor	1	700.00	700.00
Deck and stain Material 4500 labor 4000	1	8,500.00	8,500.00
Window impact 500 window. Tapcons 500 labor	4	1,000.00	4,000.00
Concrete Side walk 400 a yard material 200 labor	10	600.00	6,000.00
Soffit Repair and Replace Material 1500 labor 1400	1	2,900.00	2,900.00
Landscaping Material 2500 labor 1000	1	3,500.00	3,500.00
Paint Exterior Material 2500 labor 6500	1	9,000.00	9,000.00
Dumpster and Exterior Clean	1	5,000.00	5,000.00

Total (USD): $64,800.00

ESTIMATE

DATE
August 1, 2025

ESTIMATE NO
25-30641

Campbell Construction
2200 Campbell Cove Trail
DeLeon Springs, FL 32130
386-527-9727
mbc.construction@gmail.com
License Number: CBC1252939

ESTIMATE TO:
Rownman FL
207 Orange Ave, Suite A
Fort Pierce, FL 34950
386-302-9510
trips@entertainair.com

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
MC	Krissy E	Payment Schedule to be given once Projects and Schedule are Identified with 25% due at time of signing contract.	Net 15 Upon Acceptance

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	PREP AND CLEAN PARKINGLOT TO BE OVERLAYED WITH ASPHALT DIG OUT 2 TRENCHES, ADD BASE ROCK, COMPACT, AND PATCH WITH ASPHALT SAWCUT BY SIDEWALK FOR SMOOTH TRANSITION APPLY TACK COAT INSTALL 1 ½" OF 9.5 ASPHALT AND COMPACT INSTALL PARKING LINES	24,300	$24,300.00
1	DEMO CONCRETE & ADD NEW 5' WIDE SIDEWALKS ON BOTH SIDES OF BUILDING CONNECTING NTFRONT TO FRONT SIDEWALK (REPAIR FRONT SIDEWALK)	8,700	$8,700.00
1	PURCHASE CUSTOM BIKE RACK (CUSTOMER CHOSE)- Palm Tree WITH INSTALLATION	1,650	$1,650.00

Quantity	Description	Unit Price	Line Total
1	NEW 5' SIDEWALK ALONG NORTH END OF PROPERTY (DELAWARE AVENUE)	6,700	$6,700.00
1	LANDCAPING - WILL WORK WITH CLIENT ON DESIGN BUT WILL INCLUDE SHRUBBERY/PLANTS & FLOWERS (INCLUDING ITALIAN CYPRESS) FOR AROUND BOTH BUILDINGS & ALONG SIDEWALKS (EXCEPT DEL AVE SINCE THERE IS EXISTING HEDGE) AND LANDSCAPING BETWEEN NEIGHBORING PROPERTY - up to $7,000.00	7,000	$7,000.00
1	PREP & PAINT SMALLER BUILDING TO MATCH PRIMARY BUILDING, REPAIR SOFIT AND STUCCO	3,400	$3,400.00
1	WINDOW REPLACEMENT - ALL LOWER WINDOWS IN SMALLER BUILDING - WAITING ON CUSTOMER TO PROVIDE SPECS TO MATCH UPPER WINDOWS. THIS ESTIMATE COULD CHANGE.	4,600	$4,600.00
1	PURCHASE AND INSTALL NEW EXTERIOR LIGHTING (2 PEACOCK AND 5 PINEAPPLES THAT CUSTOMER PICKED)	1,750	$1,750.00
1	INSTALL NEW DECK (10' x 10') & RESTAIN/SEAL EXISITING DECK	9,100	$9,100.00
1	MINOR SOFIT/TRIM REPAIR/REPLACE	3,700	3,700.00

This estimate is valid for 45 days.

Per Client's request, permit fees are not included.

Total $70,900.00

We are excited to have the opportunity to present our project to the FPRA!

Background/History of Main Building:

The building located at 515 S Indian River Drive was built in 1924 according to Florida Master Site File and in 1900 according to Certified Florida Appraiser Office. Sanborn maps show the "footprints" of the building on the map dated 1918 for the first time. The building is associated with the Boom and Bust Period (1919-1929) in Fort Pierce history.

Architectural Significance (from a former permit):

The building is two-story Prairie architectural style which is expressed by a hip roof wide eaves, symmetrical façade, symmetrical hip extensions, center entrance and entrance porch. The porch has a hip roof supported by massive brick post. The exterior wall fabric is stucco. Fenestration consists of 6/6 and 8/8 double-hung sash windows. With few alternations, this building has retained much of its architectural integrity.

Smaller Building:

The Smaller Building was built in the 1960's & renovated /remodeled over the years & while it does not have as much "historic significance," we keep the style to match the "main house."

Design/Architecture

The property is part of the River's Edge District, which was created via Resolution 3-10 in February 2003.

According to Florida Master Site File #SL02802, under Narrative Description:

"*The River's Edge district includes examples of Frame Vernacular & Masonry Vernacular architecture along with examples of the Mediterranean Revival, Mission, Bungalow, Colonial Revival, Minimal Traditional, Ranch & Classical.*"

Today:

As you can see, we have done a lot of research on our commercial buildings, from searching archives and newspapers, public records requests....to sitting with City staff & even Former City Attorney, Mr. John T. Brennan, who not only owned & occupied these 2 buildings, but also our "next door neighbors" – he actually owned the entire block for quite a while, (from Delaware Ave – Easter Ave, between S2nd St & IRD). He has some great stories regarding the property and it was with his help we were able to bring it back to it's original footprint. The information above is important to share because it shows we are complimenting the neighborhood's style vs building another "big, concrete block, square building;" which are out of character & scale.

- We are keeping the exterior in the "Prairie" style. This is cohesive with the neighboring buildings and the overall surrounding area. The buildings will have a "fresh look" while maintaining their historic character & scale; only adding beauty to the downtown.
- It is important to us, as well as the community, to maintain the historical charm & preserve the buildings (vs knocking them down or "letting them go") which in turn will enhance the district instead of detracting from it and help eliminate blight.

- We were even able to convert the inside of the main building without changing the original footprint too much. (We peeled back years of cosmetic upgrades to find the original pocket doors, wall coverings, flooring and oversized rooms!) Once completed, this will be a 6 bedroom & 6.5 bathroom, Luxury Bed & Breakfast along with a 2 bedroom/1.5 bath "carriage house" for the caretakers and office for checking in guests.
- While most hotels/B&B's have the "least desirable" room for ADA, our ADA room is one of the most desirable – Waterfront, with balcony!
    - This is an important factor, opening up a travel niche most often overlooked, catering to ADA vs "doing the bare minimum" to meet requirements. This will in turn attract more travelers = more overall economic development.
- This project will serve as the anchor of the Downtown Corridor, allowing for a seamless transition in either direction. The property is zoned C1 (Office Commercial):
    - Traveling to the South, you cohesively transition to the Estate Homes found along Indian River Drive in the Residential zoning (R4)
    - Traveling to the North, you transition into Commercial Zoning of C4 (Central Commercial) & the Downtown Overlay District.

Other additional (& innovative) features we will be adding that will help provide connectivity to downtown, which is especially important since we are only a couple of blocks away from the heart of downtown & 1 block away from the Business & Entertainment Overlay District are:

- Sidewalks
    - We will be adding a 5' wide sidewalk along Delaware Avenue (from 2nd St to Indian River Drive) (Note: this is not shown in our renderings.)
    - We will also be adding ADA sidewalks that connect the back of the property to the front & Indian River Drive to allow mobile challenged to be able to move easily around the property & continue to downtown.
- Custom bike rack (in the shape of a palm tree) – How fun is that! (While we have received a quote from a company, we plan to request one from a local company that has done custom metal work for us in the past = supporting local businesses.)

These all provide ADA accessibility/connections, pedestrian connectivity & bicycle parking! All items that will benefit the community and generate positive outcomes for the public.

Landscaping:

Our renderings do not do the property justice. Not to worry! We will work with the contractor's landscape designers to beautify the property with colorful and sustainable shrubbery, plants, trees, flowers & grass. We have already added a well with a submersible pump, so any landscaping we add, we can easily irrigate.

Other Repairs/Alterations:

- Add Deck to the "back" guest room. This is the only room without a water view. By adding a private deck, now every sleeping room will have a view of the water!
- Change exterior lighting to something more aesthetically pleasing & what the area is known for – Pineapples & Peacocks!
- Stain & seal existing deck
- Pave & strip parking lot, to include 1 ADA parking Space
- Repair some of the soffits and trim, replace vents.
- Replace lower windows on the smaller building (Upper windows have already been replaced)

- Paint the exterior of the smaller building to match the main building (along with some other exterior repairs)
- Note: We also plan to do other improvements to the buildings (ie shutters, awnings on the decks, yard features, security cameras, signage), but since we are already exceeded the maximum grant amount, we did not include those in here.

These improvements are not only aesthetically pleasing but also preserve the Historical Characteristics, which are often neglected/removed. This will also provide several opportunities of future growth & wanted economic development - ie this will promote more opportunities for local businesses from the tourism the B&B brings.

Overall Timeline:

We are ready to start! Once the application is approved, we will be able to start with phase 1. If all goes as anticipated, we should be done within 6 months.

- Phase 1:
  - Replace windows on small building
  - Sofit/trim repairs on both buildings
  - Paint small building
  - Replace Lighting

- Phase 2:
  - We are currently working with FPUA on the underground work for connecting our fire suppression system to the water line and grease traps. Once the location of the pipes and type of grease traps are identified, then we will be able to add the deck & will refinish/seal the existing deck.

- Phase 3:
  - New Sidewalks
  - New Asphalt parking lot & striping
  - Add Bike Rack
  - Add Landscaping

Other ways this project meets the goals & Objectives of the FPRA Plan?

While there are many, here are the top few:

- 4 Key Points (pg 6) “Re-Set” the Economic Base – We are a part of the vision the FPRA stated in both key points.
- Preservation (pg 90) - our building is on the local historic registry as contributing & is one of the "structures that exemplify Fort Pierce's historical significance." This grant will allow us to continue to preserve the building so it will be around for many, many more years to come.
- Plus, with it having ADA compliant sidewalks/features & a waterfront ADA Room, this will attract more visitors to the downtown that did not have suitable accommodations before. (Which in turn will create more jobs)

Some highlighted projects already completed:

- Please see the original photos, when the building was peach. This is what it looked like when we 1st purchased it. Boy have we come a long way & invested quite a lot of money & sweat equity into the remodel!
- Added a dock with boat lift, which will allow boaters to come via boat to spend the night.
- Full commercial remodel, adding onto the main house ~ 400 sq ft to allow for ADA accessibility & fully renovating the inside and quite a lot on the outside, including an ADA ramp.
- Added private balconies on the front 2 sleeping rooms & large side deck for all guests to enjoy.
- We are in final stages of installing a fire suppression & alarm system.
- Added a well
- Adding a grease trap (underground)
- Planted large hedges along Delaware Avenue from S2nd St all the way down to the water on IRD.
- Buried the electrical wires, they are now underground vs running overhead. (This is why the parking lot is in "worse" condition).

Closing:

By doing the repairs and improvements, the buildings will be around for another 125+ years and then some! This project will help make Downtown Fort Pierce a Destination City & help drive overall Economic Development!

Please let me know if have any questions or need any clarification.....

Thank you for your time & consideration!!

(And THANK YOU for providing these Grant opportunities....They open a lot of doors.)

These are pictures from when we originally bought the buildings
How far we have come!!

515

"Right" (North) Facade - We removed this little room & added it back, making it a little wider & running the entire length of the house, then added the deck onto it.

Reginald B. Sessions
ATTORNEY

515

Property Address: 515 S Indian River Dr – Crownman FL, LLC

Date: 9/24/25

Evaluator Name: Doug Miller

Project Description: Replacing two first-floor windows on the small building; completing minor soffit and trim repairs; painting the small building to match the main building; installing seven new light fixtures; constructing a new deck and restaining the existing deck; installing new sidewalks; repaving and restriping the parking lot, including the addition of one ADA parking space; installing a bike rack; and adding permanent landscaping

Building Current or Future Use: 6 bedroom & 6 ½ bathroom luxury bed & breakfast

Total Requested: $25,000

Total Project Investment: $64,800

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	30	Minor Upgrades
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	MINIMAL
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	MINIMAL
Total Score	62	

Property Address: 515 S Indian River Dr – Crownman FL, LLC

Date: 9/25/2025

Evaluator Name: Amanda Geller

Project Description: Replacing two first-floor windows on the small building; completing minor soffit and trim repairs; painting the small building to match the main building; installing seven new light fixtures; constructing a new deck and restaining the existing deck; installing new sidewalks; repaving and restriping the parking lot, including the addition of one ADA parking space; installing a bike rack; and adding permanent landscaping

Building Current or Future Use: 6 bedroom & 6 ½ bathroom luxury bed & breakfast

Total Requested: $25,000

Total Project Investment: $64,800

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	20	
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	4	
Total Score	✓ 50	

Property Address: 515 S Indian River Dr – Crownman FL, LLC

Date: 8.24.25

Evaluator Name: CHARLIE HAJEK

Project Description: Replacing two first-floor windows on the small building; completing minor soffit and trim repairs; painting the small building to match the main building; installing seven new light fixtures; constructing a new deck and restaining the existing deck; installing new sidewalks; repaving and restriping the parking lot, including the addition of one ADA parking space; installing a bike rack; and adding permanent landscaping

Building Current or Future Use: 6 bedroom & 6 ½ bathroom luxury bed & breakfast

Total Requested: $25,000

Total Project Investment: $64,800

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	5	NO STYLE OR ENHANCEMENTS
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	0	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	0	
Total Score	✓ 25	

Property Address: 515 S Indian River Dr – Crownman FL, LLC

Date: 9/24/25

Evaluator Name: Hoyt Murphy

Project Description: Replacing two first-floor windows on the small building; completing minor soffit and trim repairs; painting the small building to match the main building; installing seven new light fixtures; constructing a new deck and restaining the existing deck; installing new sidewalks; repaving and restriping the parking lot, including the addition of one ADA parking space; installing a bike rack; and adding permanent landscaping

Building Current or Future Use: 6 bedroom & 6 ½ bathroom luxury bed & breakfast

Total Requested: $25,000

Total Project Investment: $64,800

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	40 ~~35~~	Landscaping will go a long way towards improving this Property
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	
Total Score	~~65~~ 70	

Property Address: 515 S Indian River Dr – Crownman FL, LLC

Date: 9-24-25

Evaluator Name: Donna Beaton

Project Description: Replacing two first-floor windows on the small building; completing minor soffit and trim repairs; painting the small building to match the main building; installing seven new light fixtures; constructing a new deck and restaining the existing deck; installing new sidewalks; repaving and restriping the parking lot, including the addition of one ADA parking space; installing a bike rack; and adding permanent landscaping

Building Current or Future Use: 6 bedroom & 6 ½ bathroom luxury bed & breakfast

Total Requested: $25,000

Total Project Investment: $64,800

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	25	Would like to see canopies / bahama shutter or even wall shutters to enhance & upgrade.
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	8	
Total Score	63.	

Property Address: 515 S Indian River Dr – Crownman FL, LLC

Date: 9-24-25

Evaluator Name: Ed Becht

Walter Brett
Kris Einsten
Chris Gardner

Project Description: Replacing two first-floor windows on the small building; completing minor soffit and trim repairs; painting the small building to match the main building; installing seven new light fixtures; constructing a new deck and restaining the existing deck; installing new sidewalks; repaving and restriping the parking lot, including the addition of one ADA parking space; installing a bike rack; and adding permanent landscaping

Building Current or Future Use: 6 bedroom & 6 ½ bathroom luxury bed & breakfast

Total Requested: $25,000

Total Project Investment: $64,800

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	25	
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	10	
Total Score	✓ 60	

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24204

Date Submitted: 8/15/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-701-0114-000-9

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Project Property Address:*

300 S 6th St. Fort Pierce FL 34950

Property Owner (As recorded on Warranty Deed):*

Fort Pierce Charter Development LLC

Building's Existing Use(s):*

General Co

Building's New Use(s) (if applicable):

n/a

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

n/a

Applicant Information:

Applicant Name:*

Emily Fingerhut

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Administration

Email Address:*

emily@pierceharbor.com

Cell Phone Number: *

772-340-6967

Business Information:

Legal Business Name:

Fort Pierce Charter Development LLC

Federal Employer Identification Number / Tax ID:

46-4755866

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Office

Business Phone Number*

772-801-5729

Website (If applicable)

Mailing Address (If different):

Number of Years in Business:*

11

Number of Years at Current Address:*

11

If not currently open for business at this location, when do you expect to open?

n/a

Project Details:

Grant amount requested?

$25,000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total estimated project cost?

$58,000

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

March 2026

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

Proposed Improvements:*

- [ ] Siding/Stucco
- [ ] Windows/Doors
- [ ] Awnings/Canopies
- [x] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [ ] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

The proposed improvements at 300 S. 6th St. include the complete removal of the deteriorated and unattractive existing blacktop, followed by professional repaving of the parking surface. The newly paved lot will then be precisely restriped to improve functionality, safety, and visual appeal, creating a clean, well-maintained, and inviting frontage for the property. These enhancements will provide a durable, low-maintenance surface that significantly improves the site's overall aesthetics and usability.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

300 Front.jpg

Color photograph of the existing condition of the FRONT of building (2 of 2):*

300 Side.jpg

Design Proposal/Construction Plans for the Proposed Improvements:*

Concept.jpg

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

Proof of funding.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

300 Letter.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

  To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Cost Estimates

Cost estimates from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed

Cost Estimate #1*

300 Asphalt South - SFAS.pdf

Cost Estimate #2*

300 Asphalt South - Mega Con.pdf

Signature

Electronic Signature*

Emily Fingerhut

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

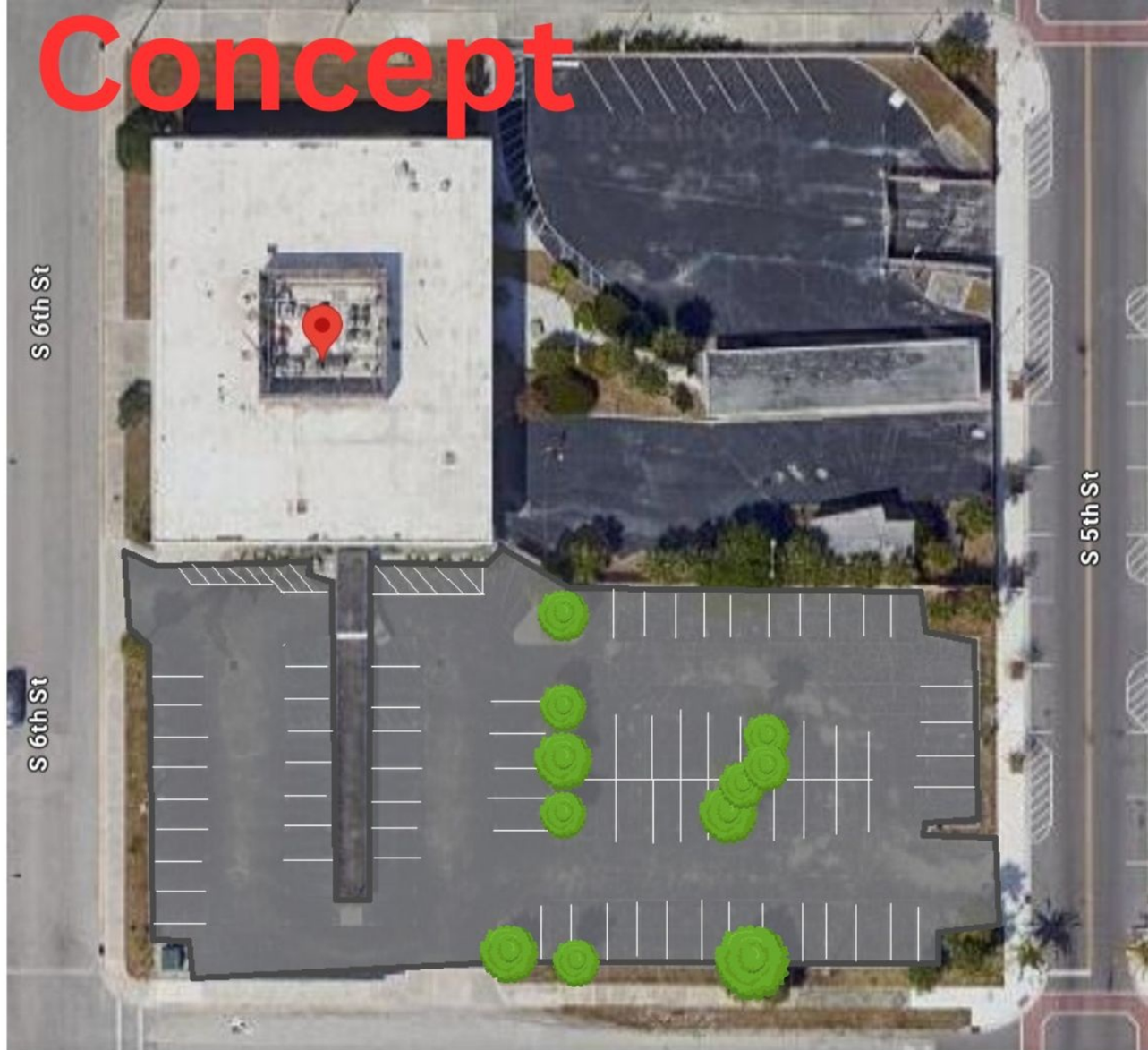
Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

PIERCE HARBOR
EVACUATION BUILDING

PIERCE HARBOR
EVACUATION BUILDING

As Is
S 6th St
S 6th St
S 5th St


Concept
S 6th St
S 6th St
S 5th St

ESTIMATE

Service Address	Prepared For
South Side Of Lot Only , 300 S 6th Street. Fort Pierce , FL	Emily Fingerhut 722 Orange Ave Fort Pierce , FL (772) 340-6967

South Florida Asphalt Services

16059 E Derby Dr
Loxahatchee, FLORIDA 33470
Phone: (561) 662-0558
Email: southflasphalt@gmail.com

Estimate #	3847
Date	06/16/2025
Business / Tax #	Broward County 19-3B21424/ Palm Beach U-22586

Description

Commercial Asphalt Re Surfacing

Job Site:
300 S. 6th Street Ft. Pierce
South Side parking lot only

Approximately 31,500 ft.² to be resurfaced with new asphalt as follows as:

Prep:
1. Pick up existing car stops and set aside for re-use
Note to customer: any broken or damaged car stops will be an additional charge of $65.00 each installed

Asphalt prep:
1. Make all necessary key cuts at streets,sidewalks, around drains,ETC..
2. Remove all necessary faulted areas in existing asphalt before install new asphalt

Tack Coat:
1. Apply RC-70 tack coat before installing new asphalt

Asphalt Paving installation:
1. Machine lay 1 inch of compacted hot asphalt type S-111

Line Striping:
1. Stripe all parking spaces, handicaps, directional arrows, pavement markings ETC... according to previous line layout
Striping detail to be provided by customer

2. Car stops installation:
Set and pin existing car stops

Deposit / Progress Payments

Total price
Deposit /and progress payments are required First payment Due on or before start of job.

Subtotal	$58,000.00
Total	**$58,000.00**

Notes:

Any additional asphalt resurfacing work will be an additional charge of $2.00 per square foot
No additional work will be performed without prior written authorization from property owners.

This price dose not include permit fees, surveying, density testing etc... unless otherwise listed in above outlined work. Deposits and or progress payments are required without execptions.

By signing this document, the customer agrees to the services and conditions outlined in this document.

Emily Fingerhut

Date: Tuesday, August 13, 2025 Project # M25-6764

Submitted To:
Pierce Harbor Realty
105 Orange Ave
Fort Pierce, FL. 34950

Site Description: # S156713
Pierce Harbor Executive Building
300 S. 6th St.
Fort Pierce, FL 34950

Prepared By:
D&L Sandeen General Contracting
Contact Information:
Amy Murphy
Office: 561-619-1240
E-mail: megaconsol@outlook.com

Items not expressly included in the below scope of work are not included and will be an additional cost via change order should additional work be required or requested

Qty		Proposed Service(s) & Description(s)	Depth	
31500	Sq. Ft.	Asphalt Mill and Overlay - Front Lot Yellow Area	1"	$94,180.00

1. Mill existing asphalt surfaces to a depth of up to 1".
2. Clean entire milled surface with power street brooms.
3. Apply SS-1h tack coat to prepared surface areas.
4. Install up to 1" average overlay with Type S-III hot mix asphalt surface mix.
5. Roll and compact using a 4-6 ton steel drum roller and a rubber tire traffic roller.
6. Inaccessible areas will be mechanically or hand compacted.
7. Remove and haul away any remaining debris from site.

***MILLING & PAVING TO COMPLETED IN (1) PHASE.*
***THIS CONTRACTOR CANNOT GUARANTEE AGAINST FUTURE SETTLING OR STANDING WATER.*
***THIS CONTRACTOR WILL NOT BE RESPONSIBLE FOR POWER STEERING MARKS AND OTHER SURFACE ABRASIONS CAUSED BY VEHICLES ON THE NEWLY RESURFACED ASPHALT.*
***DURING THE REMOVAL PROCESS ASPHALT IS SUBJECT TO BREAKING LOOSE THICKER THAN THE SPECIFIED MILLING DEPTH, RESULTING IN THE NEED FOR ADDITIONAL MATERIAL. SHOULD EXCESSIVE REMOVAL OCCUR, THE INCREASED TONNAGE WILL BE BILLED AT A RATE OF $185 PER TON IN PLACE.*
***SURFACE MAY BE PARTIALLY OR FULLY SCRATCH MILLED SO AS NOT TO EXPOSE BASE MATERIAL.*

Project# M25-6764

Parking Lot Striping Layout Front Lot Yellow Area $3,554.00

1. Clear away loose dirt and debris.
2. Layout and paint new pavement markings per existing using DOT approved latex-traffic paints to include stall lines, hash lines and handicap logos.

NOTE: Due to variable surface conditions, this work is not warranted against peeling or flaking on concrete surfaces, or unstable asphalt surfaces.

**THE DISABLED PARKING STALLS ARE BEING RESTRIPED AS THEY PRESENTLY EXIST. THIS CONTRACTOR MAKES NO CLAIM THAT THEY WILL MEET LOCAL, STATE AND FEDERAL REQUIREMENTS FOR DISABLED PARKING.
**ANY AREAS THAT ARE INACCESSIBLE ON THE DAY SCHEDULED WILL BE STRIPED ON AN AGREED UPON RETURN TRIP AT AN ADDITIONAL COST TO THE CLIENT.

PAYMENT TERMS **70**% Down, Balance Progress Payments Upon Completion of Each Phase, Balance Due on Full Completion

SERVICE TERMS **Final Price Subject to Change based on material costs at time of permit issuance as applicable.** Project will be scheduled with client ahead of commencement. It is the responsibility of the customer to ensure all irrigation systems are shut off ahead of scheduled work. D&L Sandeen General Contracting will not be responsible for damage to existing irrigation systems in areas of construction or repair. D&L Sandeen General Contracting will not be responsible for damage to any underground utilities in areas of construction. Landscape restoration is not included. **This proposal may be withdrawn at our option if not accepted within 14 days of Jul 24, 2025 Certified Pavement Professional Levi Dickson**

_____

_____

Print Name

Accepted Authorized Signature

_____

Signature

Project # 2025-6764

TERMS, CONDITIONS & GUARANTEE

TERMS: Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and additional costs accrued due to unpaid balances.

Price is based on specifications and estimates as shown on the "Proposal & Agreement" from date of issuance. The cost estimates for this project are based upon current material or supply pricing. Since the market for materials is currently considered volatile, and sudden price increases could occur, D&L Sandeen General Contracting reserves the right to increase pricing for the work in the event that D&L Sandeen General Contracting directly incurs additional expenses arising out of or related to purchasing, shipping, or otherwise obtaining materials. Pricing is subject to change based on actual costs of materials at time of permit issuance. Pricing adjustments will be agreed upon by customer prior to the commencement of work.

Unless expressly noted within the proposal agreement, D&L Sandeen General Contracting makes no claim to the local, state, or federal compliance of any or all ADA elements present within the property boundary.

Additional charges may become necessary if extra materials or extra labor become necessary to perform or complete this job or if extra services and/or materials are requested in writing by the owner or general contractor by their respective authorized supervisory employees. "D&L Sandeen General Contracting" shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges will be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". "D&L Sandeen General Contracting" reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

CONDITIONS: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry all necessary insurance. We do not guarantee against pavement cracking from weather cycles, reflective cracking, power steering marks or gauges in new asphalt pavement/patches, and water ponding or retention due to preexisting grade conditions. We cannot guarantee drainage or against water ponding on new asphalt. "D&L Sandeen General Contracting" shall not be liable for damage to adjoining asphalt, concrete flat work, or curbing, damages to underground utilities in the areas of construction, damages to irrigation within or adjacent to repair areas, damages/modifications to newly completed work due to removal of barricades or trespassing on job site during or after construction activities. Customer shall be responsible for costs of permits, procurement of permit by Contractor, and any additional work required by the permit or site inspections resultant of the permit.

EXCLUSIONS: The following items are excluded unless otherwise stated in the proposal: Engineering, Record Retrieval, Additional Excavation, Staking, Material Testing, Sod or Landscape Restoration, Irrigation Repairs, Manhole/Catch Basin/Gate Valve Adjustments or Repairs unless specified, Vegetation Removal, SAC/WAC Charges, Dewatering.

NOTICE OF LIEN: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Customer Initial _____ Date _____

Photo: 1

Job #: 2025-6764 Site: Pierce Harbor Executive Building: 300 S. 6th St., Fort Pierce, 34950

Fort Pierce Redevelopment Agency
Façade Grant Application for 300 S. 6th St., Fort Pierce, FL 34950
Applicant: Fort Pierce Charter Development LLC

Dear Review Committee,

On behalf of Fort Pierce Charter Development LLC, I am submitting this request for funding to support significant façade and exterior improvements at 300 S. 6th St. Fort Pierce FL 34950. This property is an important part of the Fort Pierce Redevelopment Area, and with the assistance of the Façade Grant Program, we can help transform it into a visually appealing, safe, and inviting structure that will benefit both the immediate neighborhood and the larger FPRA district.

Why This Property Should Be Selected
300 S. 6th Street is located in a highly visible corridor within the FPRA district, yet its current condition reflects years of wear and tear. The building's exterior parking lot shows signs of deterioration that not only detract from the property itself but also from the surrounding streetscape. Strategic investment here will have a direct, positive impact on the visual quality of the area, encouraging further improvements and investment by neighboring property owners.

Need for Financial Assistance
While Fort Pierce Charter Development LLC is committed to revitalizing the property, the scope of necessary work requires a significant financial commitment. The grant funding is critical to ensuring that the improvements can be completed quickly and to the highest standard, without compromising quality or scope. Without FPRA's partnership, certain critical elements may be delayed or scaled back.

Eliminating Slum and Blight
The proposed project will address visible deterioration of the weathered surfaces of the parking lot, and its outdated and nonfunctional exterior features. By removing these elements and replacing them with high-quality, long-lasting materials, the property will shift from a source of visual blight to an attractive anchor. The improvements will complement other FPRA efforts to eliminate slum and blight, and will contribute to a cleaner, more inviting pedestrian environment.

Design Innovation and Neighborhood Compatibility
The façade design incorporates modern, visually appealing elements while respecting the character of the surrounding neighborhood. Materials have been chosen for their durability, sustainability, and low maintenance requirements, ensuring that the building remains an asset for years to come.

Community Benefits
Once completed, the upgrade will enhance the pedestrian experience, increase safety through better visibility, and provide a more welcoming atmosphere for visitors and tenants. The project is expected to stimulate interest in the surrounding commercial and residential properties, contributing to economic vitality and overall community pride.

Alignment with the FPRA Plan
The project directly supports the FPRA's goals of improving visual appeal, eliminating slum and blight, encouraging private investment, and fostering economic growth. By transforming this property into a visually attractive and well-maintained building, we are furthering the redevelopment objectives outlined in the FPRA Plan and contributing to the overall revitalization of Fort Pierce's core areas.

We respectfully request your consideration for funding through the Façade Grant Program. With FPRA's partnership, this project will serve as a visible example of the transformative power of targeted investment, benefiting both the property and the broader Fort Pierce community.

Thank you for your time and consideration.

Sincerely,

Emily Fingerhut
Projects & Operations Administrator
Fort Pierce Charter Development LLC

Property Identification

Site Address:	300 S 6TH ST
Sec/Town/Range:	10/35S/40E
Parcel ID:	**2410-701-0114-000-9**
Jurisdiction:	Fort Pierce
Land Use Code:	1800 - OFCE BLDG
Account #:	**23512**
Map ID:	24/10S
Zoning:	General Co

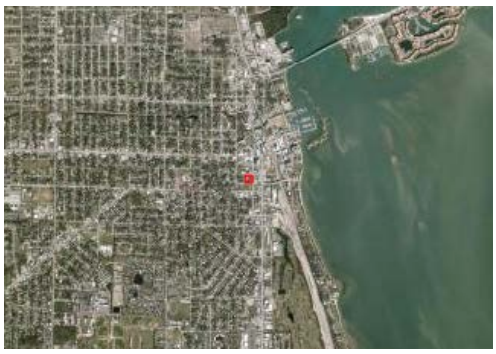
Legal Description

CARLTON`S ADDN BLK 11 LOTS 1 TO 12 INCL (MAP 24/10E) (OR 3616-1856)

Total Areas

Finished/Under Air (SF):	24,075
Gross Sketched Area (SF):	27,352
Land Size (acres):	1.93
Land Size (SF):	84,000

Map



Earthstar Geographics

Powered by Esri

Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Ownership

Fort Pierce Charter Development LLC
1239 Alton RD
Miami Beach, FL 33139-3826

Current Values

Just/Market value:	$2,626,400
Assessed value:	$1,178,972
Exemption value:	$0
Taxable value:	$1,178,972

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Links

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this Parcel: Download PDF
File for homestead exemptions.
View associated Tax Map.
Report Homestead Fraud on this parcel.

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.

© Copyright 2025 Saint Lucie County Property Appraiser. All rights reserved.

Property Address: 300 S. 6th St – Fort Pierce Charter Development, LLC

Date: 9-24-25

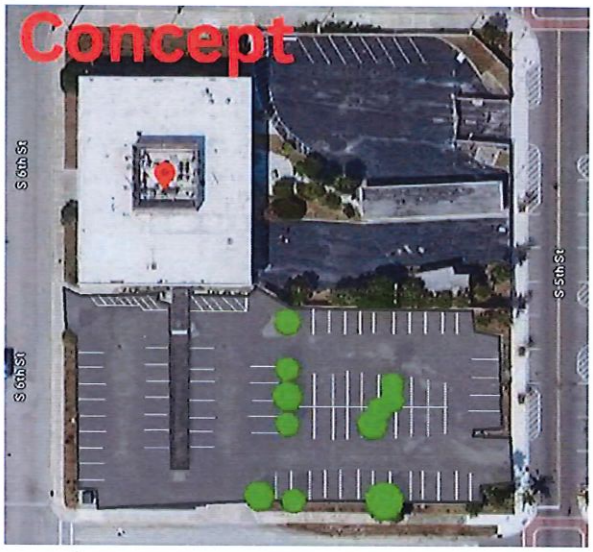
Evaluator Name: Ed Becht

Project Description: Repaving/Restriping the parking lot

Building Current or Future Use: Office Space

Total Requested: $25,000

Total Project Investment: $58,000



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	10	
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	0	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	
Total Score	✓ 35	

Property Address: 300 S. 6th St – Fort Pierce Charter Development, LLC

Date: 9-24-25

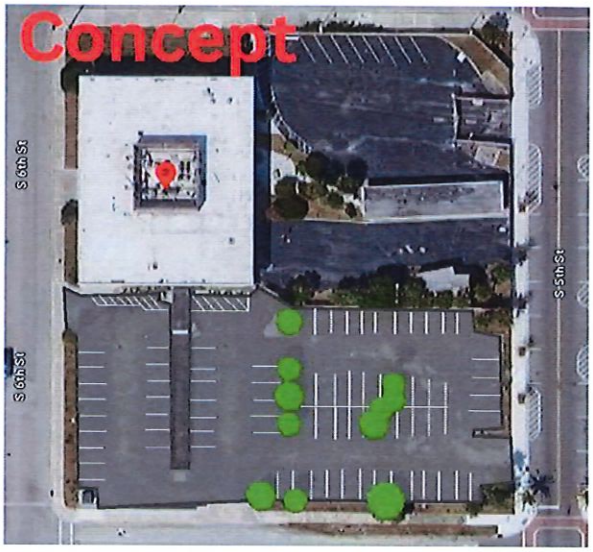
Evaluator Name: Donna Berton

Project Description: Repaving/Restriping the parking lot

Building Current or Future Use: Office Space

Total Requested: $25,000

Total Project Investment: $58,000



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	10	Need New landscaping & irrigation added. No Real improvement
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	
Total Score	✓ 40	

Property Address: 300 S. 6th St – Fort Pierce Charter Development, LLC

Date: 9/24/2025

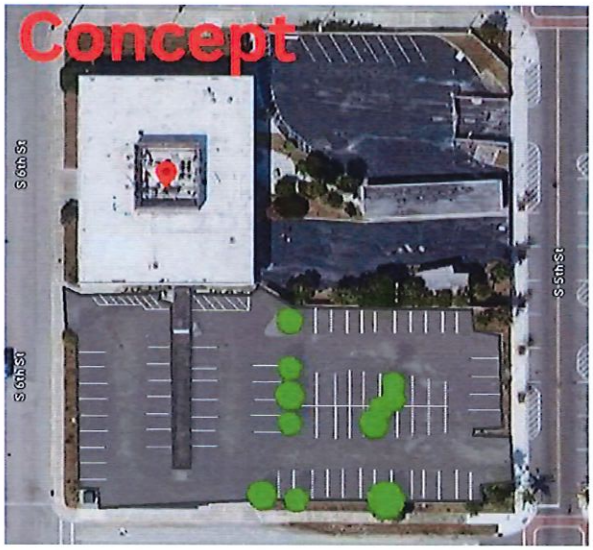
Evaluator Name: Amanda Geller

Project Description: Repaving/Restriping the parking lot

Building Current or Future Use: Office Space

Total Requested: $25,000

Total Project Investment: $58,000



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation. ✓	~~50~~ 20	
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements ✓	~~10~~ 4	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	6	
Total Score	✓ ~~100~~ 50	

Property Address: 300 S. 6th St – Fort Pierce Charter Development, LLC

Date: 8/24/25

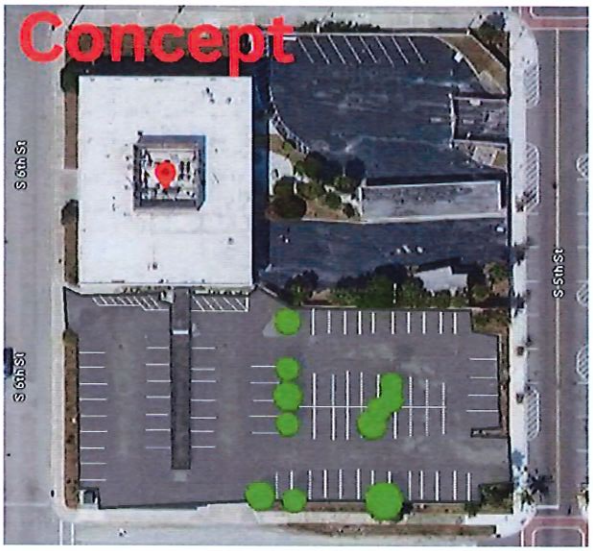
Evaluator Name: CHARLIE HAYEK

Project Description: Repaving/Restriping the parking lot

Building Current or Future Use: Office Space

Total Requested: $25,000

Total Project Investment: $58,000



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	10	
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	0	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	0	
Total Score	25	

Property Address: 300 S. 6th St – Fort Pierce Charter Development, LLC

Date: 9/24/25

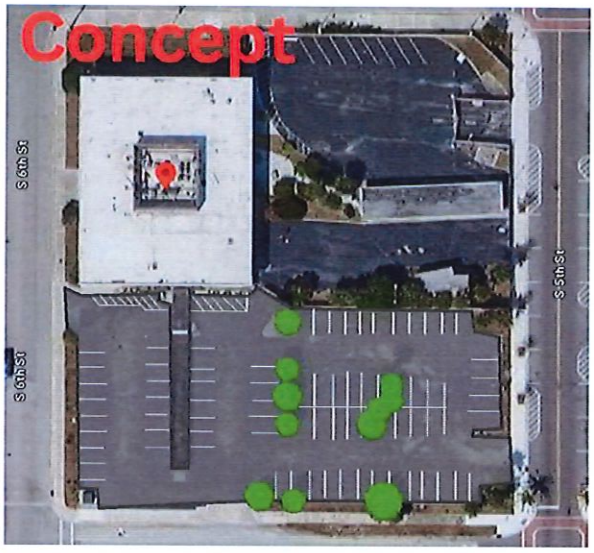
Evaluator Name: Doug Miller

Project Description: Repaving/Restriping the parking lot

Building Current or Future Use: Office Space

Total Requested: $25,000

Total Project Investment: $58,000



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	25	Higher Score with Added LANDSCAPE
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	1	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	1	
Total Score	47	

Property Address: 300 S. 6th St – Fort Pierce Charter Development, LLC

Date: 9/24/25

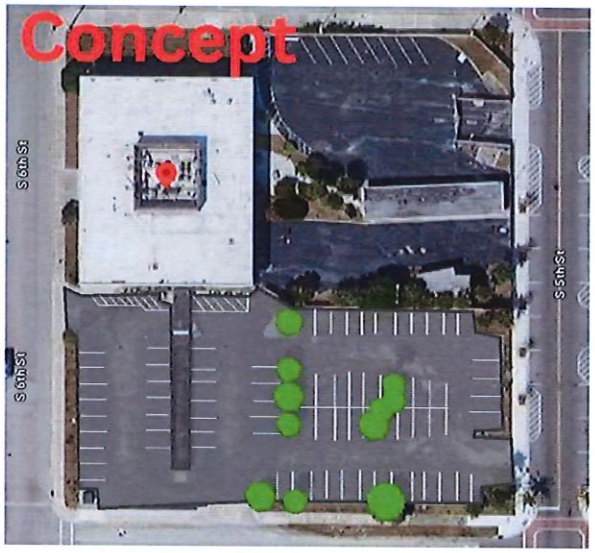
Evaluator Name: Kmurphy

Project Description: Repaving/Restriping the parking lot

Building Current or Future Use: Office Space

Total Requested: $25,000

Total Project Investment: $58,000



Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight**. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	20 ~~25~~	
Total Project Investment (25 points) Over $100,000 25 **$100,000 - $50,000.01 20** $50,000-$25,000.01 15 $25,000 - $10,000.01 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	maybe grant the request if applicant upgrades landscaping & irrigation
Total Score	✓ 50	

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24206

Date Submitted: 8/15/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-701-0037-000-5

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Project Property Address:*

616 Atlantic Ave. Fort Pierce FL 34950

Property Owner (As recorded on Warranty Deed):*

Dance Ministries LLC

Building's Existing Use(s):*

General Co

Building's New Use(s) (if applicable):

n/a

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

n/a

Applicant Information:

Applicant Name:*

Emily Fingerhut

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Admin

Email Address:*

emily@pierceharbor.com

Cell Phone Number: *

772-340-6967

Business Information:

Legal Business Name:

Dance Ministries LLC

Federal Employer Identification Number / Tax ID:

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Office

Business Phone Number*

772-801-5729

Website (If applicable)

Mailing Address (If different):

Number of Years in Business:*

11

Number of Years at Current Address:*

11

If not currently open for business at this location, when do you expect to open?

n/a

Project Details:

Grant amount requested?

10,873.50

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total estimated project cost?

21,746.99

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

May 2026

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

Proposed Improvements:*

- [ ] Siding/Stucco
- [ ] Windows/Doors
- [ ] Awnings/Canopies
- [x] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [x] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

Our proposed project includes fully repaving and restripping our parking lot, adding permanent landscaping with beautiful Florida native plants, and repairing the irrigation system there to ensure the permanent landscaping is kept in perfect condition.
(Please note this is my 2nd submission because I did not get the verification email the first time- its the same one as the other, no changes).

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

616 Front.jpg

Color photograph of the existing condition of the FRONT of building (2 of 2):*

side of 616.png

Design Proposal/Construction Plans for the Proposed Improvements:*

616 Concept.png

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

Proof of funding.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

616 Letter .pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

  To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Cost Estimates

Cost estimates from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed

Cost Estimate #1*

616 Asphalt.pdf

Cost Estimate #2*

616 Perm Land.pdf

Signature

Electronic Signature*

Emily Fingerhut

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

Share
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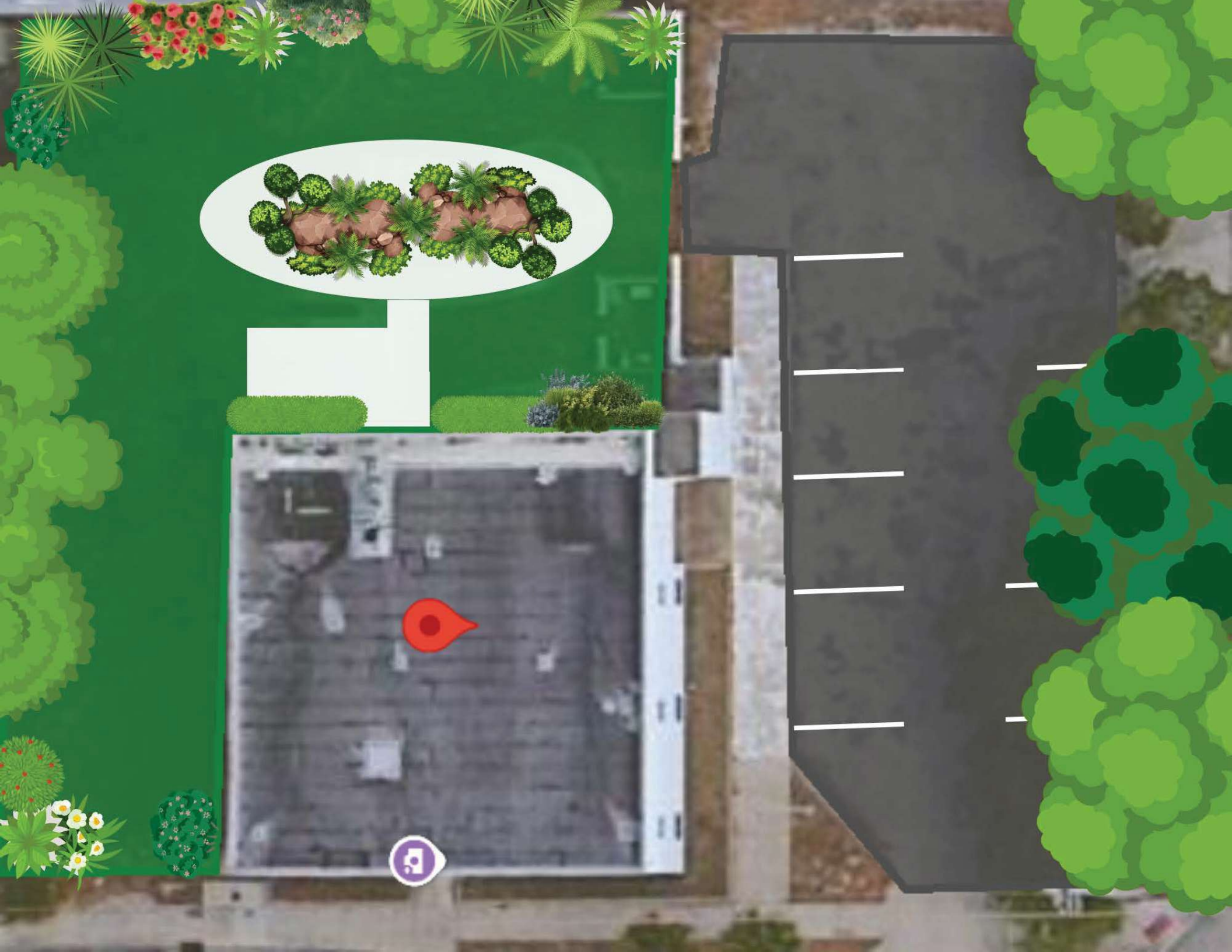

ESTIMATE

Service Address	Prepared For
Three Properties, 616 Atlantic Fort Pierce , FL	Emily Fingerhut 722 Orange Ave Fort Pierce , FL (772) 340-6967

South Florida Asphalt Services

16059 E Derby Dr
Loxahatchee, FLORIDA 33470
Phone: (561) 662-0558
Email: southflasphalt@gmail.com

Estimate #	3846
Date	06/16/2025
Business / Tax #	Broward County 19-3B21424/ Palm Beach U-22586

Description	Total
Commercial Asphalt Re Surfacing	$11,565.00

Job Site:
616 Atlantic Ft. Pierce

Approximately 5140 ft.² to be resurfaced with new asphalt as follows as:

Prep:
1. Pick up existing car stops and set aside for re-use
Note to customer: any broken or damaged car stops will be an additional charge of $65.00 each installed

Asphalt prep:
1. Make all necessary key cuts at streets,sidewalks, around drains,ETC..
2. Remove all necessary faulted areas in existing asphalt before install new asphalt

Tack Coat:
1. Apply RC-70 tack coat before installing new asphalt

Asphalt Paving installation:
1. Machine lay 1 inch of compacted hot asphalt type S-111

Line Striping:
1. Stripe all parking spaces, handicaps, directional arrows, pavement markings ETC... according to previous line layout
Striping detail to be provided by customer

2. Car stops installation:

Set and pin existing car stops

Deposit of 50% $0.00

Total price $
Deposit required $ 50% Due on or before start of job
Balance due in full on completion of job

Subtotal	$11,565.00
Total	**$11,565.00**

This price dose not include permit fees, surveying, density testing etc... unless otherwise listed in above outlined work. Deposits and or progress payments are required without execptions.

By signing this document, the customer agrees to the services and conditions outlined in this document.

Emily Fingerhut

Date: Tuesday, June 24, 2025 Project # M25-5958

Submitted To:
Pierce Harbor Realty
105 Orange Ave
Fort Pierce, FL. 34950

Site Description: # S156263
616 Atlantic Avenue
616 Atlantic Avenue
Fort Pierce, FL 34950

Prepared By:
Dennis Sandeen
D& L Sandeen General Contracting LLC
CGC# 1521012
579 SW Sunnybrook Ter
Port Saint Lucie, FL 34983

Items not expressly included in the below scope of work are not included and will be an additional cost via change order should additional work be required or requested

Qty		Proposed Service(s) & Description(s)	Depth
5665	Sq. Ft.	Asphalt Overlay w/ Transition Milling	1.5"

1. *Haul off broken car stops.*
2. *Mill existing asphalt surfaces adjacent to concrete, catch basins, and tie-in points to achieve a flush transition.*
3. *Clean the entire asphalt surface with power street brooms and/or blowers.*
4. *Haul millings from site.*
5. *Apply SS-1h tack coat to prepared areas.*
6. *Install up to 1" overlay with Type S-III hot mix asphalt.*
7. *Roll and compact using a 4–6-ton steel drum roller and a rubber tire traffic roller.*
8. *Inaccessible areas will be mechanically or hand compacted.*
9. *Remove and haul away any remaining debris from the site.*
10. *Stripping not included.*

***PAVING TO BE COMPLETED IN (1) PHASE DURING THE WEEK.*
***THIS CONTRACTOR CANNOT GUARANTEE AGAINST FUTURE SETTLING OR STANDING WATER.*
***THIS CONTRACTOR WILL NOT BE RESPONSIBLE FOR POWER STEERING MARKS AND OTHER SURFACE ABRASIONS CAUSED BY VEHICLES ON THE NEWLY RESURFACED ASPHALT.*

PAYMENT TERMS 50% Down, Balance Net Upon Completion

Project Total **$27,243.00**

SERVICE TERMS **Final Price Subject to Change based on material costs at time of permit issuance as applicable.** Project will be scheduled with client ahead of commencement. It is the responsibility of the customer to ensure all irrigation systems are shut off ahead of scheduled work. D&L Sandeen General Contracting LLC will not be responsible for damage to existing irrigation systems in areas of construction or repair. D&L Sandeen General Contracting LLC will not be responsible for damage to any underground utilities in areas of construction. Landscape restoration is not included. **This proposal may be withdrawn at our option if not accepted within 30 days of Jun 24, 2025**

Accepted Authorized Signature

Print Name

Signature

TERMS, CONDITIONS & GUARANTEE

TERMS: Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and additional costs accrued due to unpaid balances.

Price is based on specifications and estimates as shown on the "Proposal & Agreement" from date of issuance. The cost estimates for this project are based upon current material or supply pricing. Since the market for materials is currently considered volatile, and sudden price increases could occur, D&L Sandeen General Contracting LLC reserves the right to increase pricing for the work in the event that D&L Sandeen General Contracting LLC directly incurs additional expenses arising out of or related to purchasing, shipping, or otherwise obtaining materials. Pricing is subject to change based on the actual costs of materials at time of permit issuance. Pricing adjustments will be agreed upon by the customer prior to the commencement of work.

Unless expressly noted within the proposal agreement, D&L Sandeen General Contracting LLC makes no claim to the local, state, or federal compliance of any or all ADA elements present within the property boundary.

Additional charges may become necessary if extra materials or extra labor become necessary to perform or complete this job or if extra services and/or materials are requested in writing by the owner or general contractor by their respective authorized supervisory employees. D&L Sandeen General Contracting LLC shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstances. Additional charges will be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". D&L Sandeen General Contracting LLC reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

CONDITIONS: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance with standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owner's agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owners carry all necessary insurance. We do not guarantee against pavement cracking from weather cycles, reflective cracking, power steering marks or gauges in new asphalt pavement/patches, and water ponding or retention due to preexisting grade conditions. We cannot guarantee drainage or against water ponding on new asphalt. D&L Sandeen General Contracting shall not be liable for damage to adjoining asphalt, concrete flat work, or curbing, damages to underground utilities in the areas of construction, damages to irrigation within or adjacent to repair areas, damages/modifications to newly completed work due to removal of barricades or trespassing on job site during or after construction activities. Customer shall be responsible for costs of permits, procurement of permit by Contractor, and any additional work required by the permit or site inspections resultant of the permit.

EXCLUSIONS: The following items are excluded unless otherwise stated in the proposal: Engineering, Record Retrieval, Additional Excavation, Staking, Material Testing, Sod or Landscape Restoration, Irrigation Repairs, Manhole/Catch Basin/Gate Valve Adjustments or Repairs unless specified, Vegetation Removal, SAC/WAC Charges, Dewatering.

NOTICE OF LIEN: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Customer Initial _____ Date _____

Photo: 1

Job #: 2025-5958
Site: 616 Atlantic Avenue: 616 Atlantic Avenue, Fort Pierce, 34950

J&J LAWN & LANDSCAPE, LLC sent you an estimate

If you're happy with our service, a quick review would really help us grow!

Leave us a review here

Show full details

Landscape Install

Purchase and install copper leaf (louisiana red) 3 gal 12-14" ($19.50 ea.) × 3	$58.50
Purchase and install philodendron selloum 3 gal 14"	$19.50
Purchase and install 3 gal variegated pittosporum 12" ($16.50 ea.) × 24	$396.00
Purchase and install 3 gal croton petra 12"	$13.50
Purchase and install 3 gal japanese boxwood 12" ($22.50 ea.) × 56	$1,260.00
Purchase and install 3 gal coontie 12"	$36.00
Purchase and install 25 gal christmas palm 6-7' ($450.00 ea.) × 4	$1,800.00

Purchase and install 3 gal areca palm 18" ($30.00 ea.) × 24	$720.00
Purchase and install 1 gal cuphe mexican heather full ($10.50 ea.) × 40	$420.00
Purchase and install 3 gal blue lily turf 12" ($15.00 ea.) × 15	$225.00
Purchase and install 1 gal oyster plant ($10.50 ea.) × 24	$252.00
Purchase and install 10 yards of red mulch ($120.00 ea.) × 10	$1,200.00
Purchase and install 3 gal hibiscus red 18"	$22.50
Purchase and install 3 gal pink or purple bougainvillea 10" ($25.50 ea.) × 2	$51.00
Purchase and install 3 gal eugenia topiary ($90.00 ea.) × 2	$180.00
Purchase and install st augustine grass 1 pallet	$600.00
Purchase and install 1 gal black mondo grass ($36.00 ea.) × 56	$2,016.00
Subtotal	$9,270.00
Service Fee (3.7%)	$342.99
Total	**$9,612.99**

J&J LAWN & LANDSCAPE, LLC
2124 Johnston Rd
Fort Pierce, FL 34951

jjlawnlandscapes@gmail.com
+1 (772) 940-4424

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THE ALTON ROAD NURSERIES

Invoice-Waybill no.: 105107

Date: 05/22/2025

Reference no.: 101391537

Conditions: 0 days

Due date: 05/22/2025

Currency: USD

Customer: **Dance Ministries LLC**

	Description	Price	Quantity	Unit	Total
1.	Copper Leaf	25.99	3		77.97
2.	Hope Philodendron	35.99	1		35.99
3.	Variegated Pittosporum	35.99	24		863.76
4.	Croton Petra	35.99	1		35.99
5.	Japanese Boxwood	35.99	56		2,015.44
6.	Coontie	60.00	1		60.00
7.	Christmas Palm	600.00	4		2,400.00
8.	Areca Palm	49.99	24		1,199.76
9.	Cupge Mexican Heather	12.00	40		480.00
10.	Black Mondo Grass	14.99	56		839.44
11.	Blue Lily Turf	49.99	15		749.85
12.	Oyster Plant	20.00	24		480.00
13.	Red Mulch	240.00	10		2,400.00
14.	Hibiscus Red	25.99	2		51.98
15.	Elijah Blue Orna. Grass	40.00	30		1,200.00
16.	Bougainvillea	49.99	1		49.99
17.	Eugenia Topiary	120.00	1		120.00
18.	St. Augustine Grass - Pallet	1,000.00	1		1,000.00
19.	----------	0.00	1		0.00
20.	Delivery	3,500.00	1		3,500.00
21.	Installation	8,500.00	1		8,500.00

subtotal: 26,060.17

Invoice-Waybill continued on next page

	Description	Price	Quantity	Unit	Total
22.	Soil	19.99	40		799.60

Notes:	Net total:	26,859.77
	Tax (7%):	1,880.18
	Total $:	**28,739.95**

Sum in words: twenty-eight thousand seven hundred thirty-nine dollars and 95 cents

Please refer to the invoice number and reference number 101391537 when making a payment.

Invoice created by: alton r Signature .....

A Full Payment of $_____ constitutes acceptance of this work order and pricing. By signing below, customer agrees to pay the balance of this retainer. Customer understands that watering of the plants is NOT the responsibility of The Alton Road Nurseries, unless otherwise stated.

The Alton Road Nurseries has a no replacement/return policy on all plants as we cannot be responsible for the care and maintenance of these perishable items once they have been delivered, installed, and/or purchased from the store. We strive to sell only quality material in excellent condition and reserve the right to determine if the plant material was cared for properly after leaving our garden center. Over or under watering, exposure to extreme temperatures or other adverse weather conditions, incorrect planting and/or improper cultural conditions are all common reasons for plants to expire.

ERPLY

Alton Road Nurseries
1239 Alton Road
Miami Beach, FL 33139
http://www.altonroadnurseries.com
info@altonroadnurseries.com

Phone: 305-532-7939
Fax: 305-538-2818
Reg. no.:
TIN no.:

(1) The Alton Road Nurseries will not be responsible for any damage to the property. (2) In the event any action is filed relevant to the contract, customer shall be liable for all costs of collection, (including attorney's fees, either at trial or appelate level). Venue shall be in Miami-Dade County, Florida. (3) All unpaid balances will acquire interest at the highest rate applicable by law.

Florida Irrigation Service
5472 NW St James Dr. Unit 105, Port St Lucie, FL 34983, United States
Phone: (772) 267-7406

Irrigation Repairs

Contact:
Emily Fingerhut

Property Address:
616 Atlantic Ave
616 Atlantic Ave
Ft Pierce, FL 34950

Estimate: 354
Date: 8/15/2025

Billing Address:
616 Atlantic Ave
616 Atlantic Ave
Ft Pierce, FL 34950

Service: Repair
Notes: Proposal to repair it irrigation system to include:

-Replace Hunter X-Core 6 station controller
-Rebuild 3 Hunter PGV 1" 24-volt electric control valves
-Check irrigation system; clean, adjust, repair or replace sprinkler heads as needed for proper operation.

1 year warranty on materials and workmanship
2 year manufacturer's warranty on X-Core controller

# of Visits	Description	Total
1	Service Call	$569.00
	Total:	**$569.00**

Accepted By: _____ Accepted Date: _____

You have a new estimate from Limitless Irrigation, LLC

Address: 616 Atlantic Avenue, Fort Pierce, FL 34950

Option #1

$674.72

Approve

Estimate Details

Service	Unit Price	Qty	Total
WET CHECK REPAIRS	$429.38	1	$429.38

- Replace broken heads, nozzles
- Relocate heads to improve coverage
- Raise/reset heads to 90degrees, grass level
- Adjust spray patterns to improve coverage, prevent overspray

Show more

Service subtotal	$429.38

Privacy - Terms

Materials	Unit Price	Qty	Total
Hunter X2 Wifi Indoor/Outdoor Controller 6 Station	$176.58	1	$176.58
4” Rotor	$15.36	3	$46.08
6” Spray Head	$11.34	2	$22.68
Materials subtotal			$245.34

Subtotal **$674.72**

Total **$674.72**

See your financing options
Prequalify to find out how much you can borrow within minutes and pay as low as $30.79/mo*. Your credit score will not be affected.

Prequalify

Not what you were looking for?
Please let us know if you’d like to request some changes. We’d love to win your business.

Decline all options

Note

Thank you for supporting our local business! If you have any questions, please feel free to reach out to us!

Contact us

Limitless Irrigation, LLC

(772) 353-2855

limitlessirrigation@gmail.com

See our Terms & Conditions

*All financing is subject to credit approval. Terms may vary. Payment options through Wisetack are provided by our lending partners. For example, a $1,000 purchase could cost $45.18 a month for 24 months, based on a 7.9% APR, or $333.33 a month for 3 months, based on a 0% APR. See additional terms at https://www.wisetack.com/faqs.

Housecall Pro

PROOF OF FUNDS STATEMENT

To Whom It May Concern,

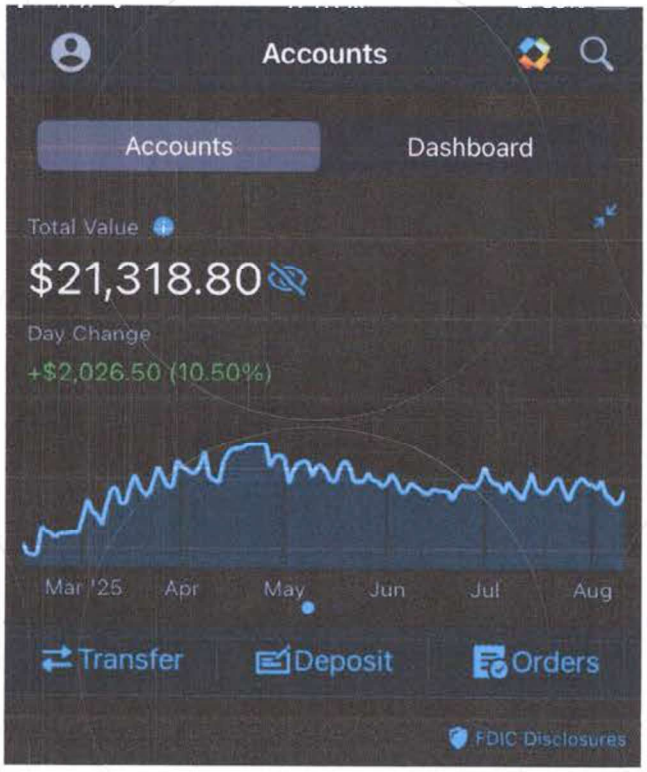
This letter is provided as confirmation that the applicant has access to sufficient financial resources to fully fund the proposed exterior improvement project at 300 S US HWY 1, Fort Pierce, FL 34950, in accordance with the requirements of the FPRA Commercial Façade Grant Program.

As of the date of this letter, the applicant's available account value is confirmed to be $21,318.80, as documented in the attached account screenshot. This balance is more than adequate to cover 100% of the estimated project costs (approximately $9,000–$10,000), fulfilling the FPRA's requirement for proof of upfront funding.

If any further information is needed, please contact the applicant directly.

Sincerely,

Amanda Librandi
Authorized Applicant
Super Clean Foods / Incepta LLC



Dance Ministries, LLC
Grant Application for Property Improvement Project
616 Atlantic Ave. Fort Pierce FL, 34950

Dear Committee Members,

We're writing to request funding through the City of Fort Pierce's Facade Grant Program for essential upgrades at our property at 616 Atlantic Ave. Fort Pierce FL 34950. Our proposed project includes fully repaving and restripping our parking lot, adding permanent landscaping with beautiful Florida native plants, and repairing the irrigation system there to ensure the permanent landscaping is kept in perfect condition.

Why This Funding Is Critical

This funding will ensure that the project gets done in a timely fashion, rather than waiting years to repair and enhance this beautiful building. This funding will allow us to move forward with our planned upgrades at an expedited speed. The cost of a professional repaving, restriping, and installing a thoughtful, sustainable landscape is beyond our current budget, and so the plan would otherwise be pushed back by possibly years. This grant isn't just a boost; it's absolutely critical to making these vital improvements happen now. Your support will transform a neglected area into a safe, functional, and visually appealing asset for our community.

Boosting Visual Appeal & Eliminating Blight

This project will make a huge difference in the Fort Pierce Redevelopment Agency (FPRA) area. Right now, our parking lot is an eyesore that takes away from Atlantic Avenue's vibrancy. A full repaving will replace that hazardous surface with a smooth, clear, and professional parking area, instantly improving the look and order.

Our landscaping plan is particularly exciting. We're choosing diverse Florida native plants. These aren't just beautiful; they're sustainable and long-lasting, requiring less water and resisting local pests. This "green infrastructure" will create a welcoming, eco-friendly space that perfectly complements Fort Pierce's coastal style and sets a great example for sustainable development in the neighborhood. The repairs to our irrigation system would ensure the longevity and care of these permanent landscaping installments.

Community Benefits

Our improvements will have a positive impact far beyond our property, benefiting the entire Fort Pierce community:

- Enhanced Safety & Access: A new parking lot means fewer trip hazards, better traffic flow, and improved accessibility for everyone.
- Environmental Boost: Native landscaping helps local biodiversity, supports pollinators, and reduces the need for water and chemicals, promoting a healthier environment and better stormwater management.

- Economic Lift: A well-maintained property looks better, attracting more people and supporting local businesses, which helps Fort Pierce's overall economy. Plus, the tenants overall plan to inhabit the building and create a bastion for art and culture will be accelerated by this plan.
- Neighborhood Pride: By investing in our property's appearance and sustainability, we're contributing to the beautification of Atlantic Avenue, fostering community pride and encouraging further local investment.

Aligning with the FPRA Plan

Our project strongly supports the goals of the Fort Pierce Redevelopment Agency (FPRA) Plan. For example: "The FPRA Plan emphasizes enhancing public spaces and promoting sustainable practices, and our project achieves this by creating a beautiful, eco-friendly landscape, improving access, and removing blight.", and "The FPRA Plan aims to boost economic growth, and a revitalized property like ours directly contributes by attracting more visitors and improving the area's business appeal." We're confident our project will significantly contribute to the revitalization and sustainable development that the FPRA champions.

We believe this project is a solid investment in Fort Pierce's future. It addresses key infrastructure needs and will greatly improve the beauty, safety, and environmental quality of the FPRA area, creating lasting benefits for our community.

Thank you for your time and consideration. We'd love to discuss our project in more detail.

Sincerely,

Emily Fingerhut
772-801-5729 Ext 106
emily@pierceharbor.com

From: Katherine Calderon
To: Miriam Garcia
Subject: RE: 616 Atlantic Avenue - 2410-701-0037-000-5
Date: Monday, June 30, 2025 2:48:34 PM
Attachments: image003.png

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	616 Atlantic Avenue	__x__ IS IN THE CITY
PARCEL ID#:	2410-701-0037-000-5	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	_____ YES __x___ NO	
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Best Regards,

Katherine Calderon | Executive Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3149 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Wednesday, June 18, 2025 12:34 PM
To: Katherine Calderon <kcalderon@cityoffortpierce.com>; Lauryn Bly <lbly@cityoffortpierce.com>
Subject: 616 Atlantic Avenue - 2410-701-0037-000-5

Good afternoon,

The property owner of 616 Atlantic Avenue applied for the commercial façade grant.

At your convenience, please provide a lien search for the following property:

616 Atlantic Avenue - 2410-701-0037-000-5

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
Dept. of Community & Economic Development
City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

Property Address: 616 Atlantic Ave – Dance Ministries LLC

Date: 9/24/25

Evaluator Name: Hoyt murphy

Project Description: Repaving/restriping parking lot and add permanent landscaping and irrigation

Building Current or Future Use: Vacant

Total Requested: $10,873.50

Total Project Investment: $21,746.99

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	~~35~~ 45 ~~35~~ 30	would have ranked higher if new landscaping was not blocked by fencing
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	10	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	Mgr. ~~5~~ 5	
Total Score	~~55~~ 50	

Property Address: 616 Atlantic Ave – Dance Ministries LLC

Date: 9-24-25

Evaluator Name: Ed Becht

Project Description: Repaving/restriping parking lot and add permanent landscaping and irrigation

Building Current or Future Use: Vacant

Total Requested: $10,873.50

Total Project Investment: $21,746.99

Greg Pope
Gus Gutierrez
Don Bagaroff

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	20	Improvements not easily visuable from Street
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	10	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	w. side
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	
Total Score	✓ 45	

Property Address: 616 Atlantic Ave – Dance Ministries LLC

Date: 8-24-25

Evaluator Name: CHARLIE HAYEK

Project Description: Repaving/restriping parking lot and add permanent landscaping and irrigation

Building Current or Future Use: Vacant

Total Requested: $10,873.50

Total Project Investment: $21,746.99

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	10	TOO MUCH MONEY + IRRIGATION FOR ONLY MINOR LANDSCAPING
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	5	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	
Total Score	✓ 25	

Property Address: 616 Atlantic Ave – Dance Ministries LLC

Date: 9/24/25

Evaluator Name: Doug Miller

Project Description: Repaving/restriping parking lot and add permanent landscaping and irrigation

Building Current or Future Use: Vacant

Total Requested: $10,873.50

Total Project Investment: $21,746.99

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	35	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	10	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	
Total Score	✓ 47	

Property Address: 616 Atlantic Ave – Dance Ministries LLC

Date: 9/24/2025

Evaluator Name: Amanda Geller

Project Description: Repaving/restriping parking lot and add permanent landscaping and irrigation

Building Current or Future Use: Vacant

Total Requested: $10,873.50

Total Project Investment: $21,746.99

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	10	not seen from road
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	10	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	4	not observed by public
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	2	" "
Total Score ✓	26	

Property Address: 616 Atlantic Ave – Dance Ministries LLC

Date: 9-24-25

Evaluator Name: Donna Beaton

Project Description: Repaving/restriping parking lot and add permanent landscaping and irrigation

Building Current or Future Use: Vacant

Total Requested: $10,873.50

Total Project Investment: $21,746.99

Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and **significantly eliminates blight.** The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	10.	Needs New fencing added
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000.01 20 $50,000-$25,000.01 15 **$25,000 - $10,000.01 10** Under $10,000 5	10.	
Design & Creativity (15 points) Innovative and **visually appealing facade design** Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also **generate meaningful positive impact** for the community and the general public.	5	
Total Score	✓ 30.	

FPRA Special Meeting - 5:05 PM **5. I.**

Meeting Date: 10/21/2025

Re: Gateway Signs Update and Direction on Illumination Options

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Gateway Signs Update and Direction on Illumination Options

SUMMARY:

As part of the Fort Pierce Redevelopment Agency's (FPRA) comprehensive wayfinding program, seven new gateway entrance signs are being installed at key entry points throughout the city. Each sign has been designed to accommodate illumination, providing an opportunity to enhance visibility and create a stronger visual presence after dark.
Staff is seeking direction from the FPRA Board on preferred illumination options so that final pricing and contract modifications can be prepared. The goal is to balance aesthetics, long-term maintenance, sustainability, and cost-effectiveness.
To move forward, staff evaluated the following illumination options:

- **Option 1 – No Illumination:**
  The gateway signs would remain as fabricated and installed without lighting. This option allows completion of the project at the current cost but limits nighttime visibility and overall presence of the signs after dark.
- **Option 2 – Solar Illumination:**
  Each sign would be equipped with solar-powered lighting units installed by the existing sign contractor through a change order. This approach provides a sustainable, energy-efficient solution that requires no electrical connections. However, the visibility of solar panels and dependence on adequate sunlight should be considered. The estimated cost is approximately **$11,335 per sign**.
- **Option 3 – Hybrid Illumination (1 Solar, 6 Hard-Wired):**
  This option would utilize solar lighting for one location where electrical power access is limited and traditional hard-wired connections for the remaining six signs. Installation would be coordinated between the sign contractor and an electrical contractor (via FPUA piggyback contract). This approach provides the best balance between aesthetics, performance, and long-term reliability. The estimated cost will be finalized once the preferred option is selected.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Policy 10.4 The Fort Pierce Redevelopment Agency shall use the 'brand' to develop unique features in the Community Redevelopment Area (e.g. wayfinding signs, paver patterns/styles, shade structures, transit stops, amenities, etc.) and incorporate these items into the built environment.

RECOMMENDATION:

Staff recommends that the board provide direction on the preferred approach. Final cost estimates and contract modifications will be prepared for Board approval at a subsequent meeting.

ALTERNATIVES:

Take no action at this time, resulting in the installation of the gateway signs without illumination.

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

Community and Economic Development Director
Engineering Department
Don Bell Signs

Fiscal Impact

Budgeted Y/N: N/A

OTHER INFORMATION:

N/A

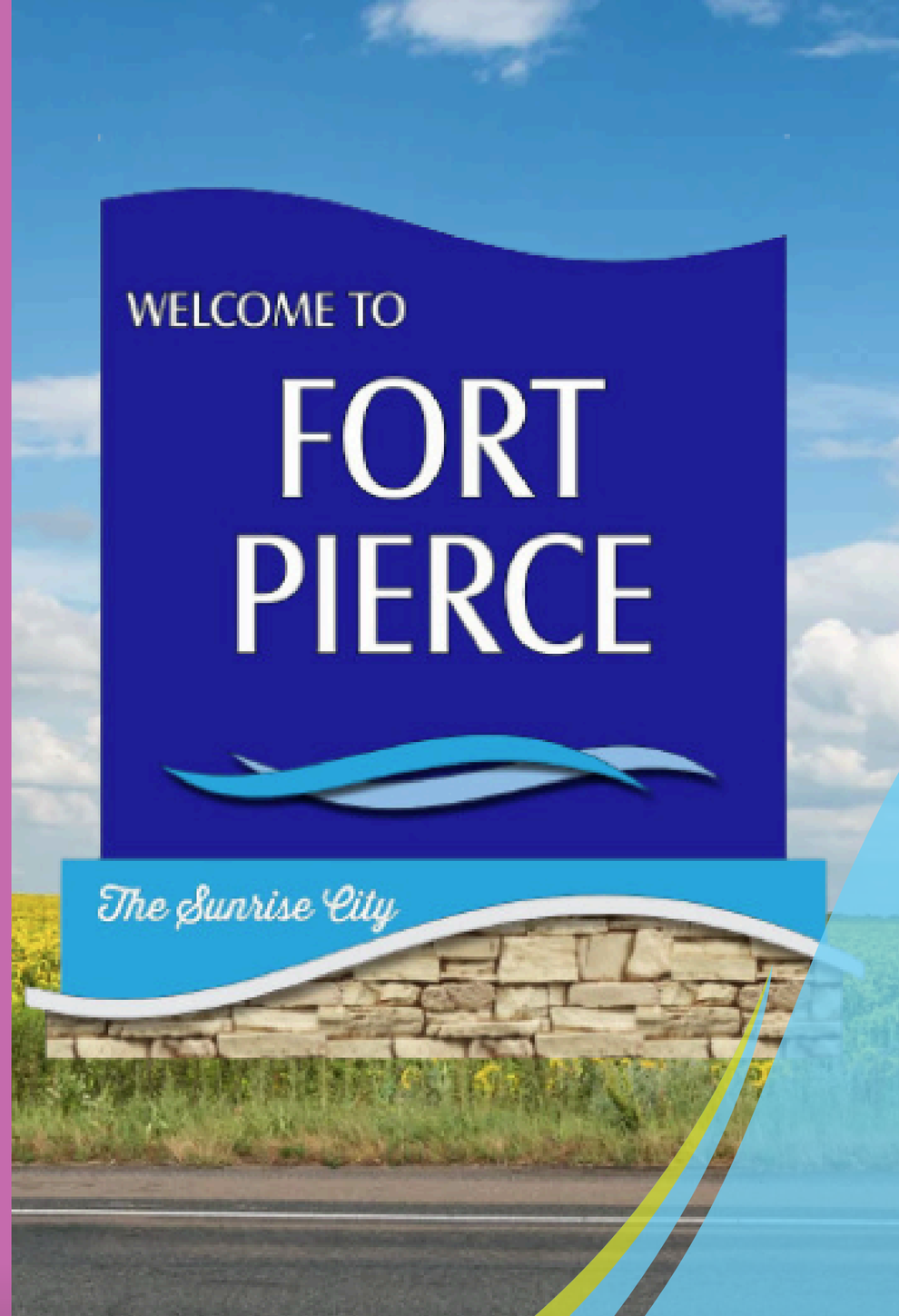
Attachments

Presentation

FORT PIERCE REDEVELOPMENT AGENCY

Wayfinding Sign Program

Gateway Signs Update and Direction on Illumination Options



Option 1

No Illumination

Signs will remain as currently fabricated, without any added lighting.

Pros:

- No additional cost for lighting installation or power.

Cons:

- Limited night time visibility, especially from a distance.
- Reduced visual impact and recognition after dark.
- Diminished branding or welcoming presence for night time visitors.

Option 2

Solar Illumination

Solar panel battery kits will be installed to power each sign location, including a breakaway kit and full installation by the sign contractor.

Pros:

- Solar modules and panels have a design life exceeding 20 years, meaning you're effectively prepaying for long-term power.
- No trenching is required to bring in electricity, eliminating installation disruption and ongoing electrical costs.

Cons:

- Slightly higher maintenance costs due to battery replacements every 3–5 years.
- Potential costs associated with replacing damaged or stolen solar panels.
- Risk of solar array damage from vehicle impacts.

Solar Panel Kit ea. sign $11,335.00

Solar Illumination

Option 3

Hybrid Approach

This option proposes a hybrid lighting approach, using solar power for one location where electrical access is limited, and traditional hard-wired connections for the remaining six signs.
Installation would be coordinated among City staff, FPUA, FPL, the sign contractor, and an electrical contractor to handle directional boring and electrical connections. Necessary permits would be required for any work, including directional bores, under FDOT roadways.

Pros:

- Ensures consistent illumination across most sign locations with reliable electrical power.
- Solar lighting at the site with limited access avoids expensive trenching or utility extension.
- Maintains an attractive, uniform appearance across all sign locations.

Cons:

- Requires coordination among multiple agencies and contractors, which may extend the timeline.
- Electrical connections may involve trenching or directional boring costs.
- Solar site will still require periodic maintenance and battery replacement every 3–5 years.

Approximate Total Cost $66,139.50

Gateway Signs

FPRA Special Meeting - 5:05 PM **5. J.**

Meeting Date: 10/21/2025

Re: Approval to execute Service Agreement between the Fort Pierce Redevelopment Agency and Mow 4 Less for FPRA Properties Lawn Mowing and Maintenance Services in the amount of $42,750.00

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval to execute a Service Agreement between the Fort Pierce Redevelopment Agency and Mow 4 Less for FPRA Properties Lawn Mowing and Maintenance Services in the amount of $42,750.00

SUMMARY:

Staff is seeking approval to execute a Service Agreement between the Fort Pierce Redevelopment Agency and Mow 4 Less for lawn mowing and maintenance services for FPRA-owned properties in the amount of $42,750.00. Bid 2025-020 for these services was awarded at the May 13, 2025 FPRA meeting. This agreement ensures that FPRA properties are properly maintained, remain in compliance with City codes, and reflect a high standard of quality and appearance throughout the district.

This agreement will terminate on September 30, 2026, unless terminated earlier. The FPRA will have the option, in its sole discretion, to renew this Agreement for two (2) additional one-year terms.

FPRA REDEVELOPMENT GOAL/POLICY:

This contract supports the Redevelopment Plan by maintaining FPRA-owned properties in a safe, clean and presentable condition. Routine mowing helps reduce blight, improve public safety, and neighborhood appearance, and preserve FPRA assets for future redevelopment or community use.

RECOMMENDATION:

Staff recommends approval to execute the Service Agreement between the Fort Pierce Redevelopment Agency and Mow 4 Less for FPRA Properties Lawn Mowing and Maintenance Services in the amount of $42,750.00.

ALTERNATIVES:

Reject the Service Agreement and direct staff to re-advertise the bid for FPRA Properties Lawn Mowing and Maintenance Services.

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community & Economic Development Director
Gelencia Carter, Purchasing Division
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	1049400-546180
Amount:	$42,750.00

FISCAL IMPACT:

Funding shall be encumbered from FPRA site maintenance funds.

Attachments

Service Agreement
City Attorney Memo
Mow 4 Less Bid Submittal

AGREEMENT

Between

FORT PIERCE REDEVELOPMENT AGENCY

and

MOW 4 LESS LAWN CARE LLC.

for

FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)

This Agreement entered into this ___day of _____, 2025 ("Agreement") is made and entered into by and between the Fort Pierce Redevelopment Agency ("FPRA"), a dependent special district of the City Fort Pierce, Florida, (hereinafter referred to as "City"), and **Mow 4 Less Lawn Care LLC.,** a FLORIDA LIMITED LIABILITY COMPANY with its principal place of business at 308 South 30th Street, FL 34947 ("Contractor")(hereinafter referred to collectively as the "Parties").

WHEREAS, on February 12, 2025, pursuant to Bid No. 2025-020, the FPRA solicited the services of qualified vendors to provide lawn mowing and maintenance services on FPRA-owned properties; and

WHEREAS, the Contractor submitted a bid that was the second lowest and responsive to Bid No. 2025-020 requirements; and

WHEREAS, on May 13, 2025, the FPRA authorized the award of Bid No. 2025-020 to Contractor; and

WHEREAS, Contractor is qualified and experienced in providing lawn mowing maintenance services; and

WHEREAS, the FPRA is in need of such services for FPRA-owned properties; and

WHEREAS, Contractor has agreed to furnish lawn mowing and maintenance services to the FPRA for the compensation set forth herein and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. **Contractor Services.**
Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), on the FPRA-owned properties listed in **Exhibit B**, attached hereto and incorporated herein.

Notwithstanding any other provision of this Agreement, Contractor's performance of the Services will conform to the specifications and requirements contained in the Bid 2025-020 ~ FPRA Properties Lawn Mowing and Maintenance which conforms with the Contractor's bid dated March 13, 2025, attached as **Exhibit C**. To the extent that the Bid or Contractor's bid submittal conflict with the terms of this Agreement, the terms of this Agreement will control.

2. **Compensation.**

Total compensation to Contractor will not exceed **$42,750.00 (Forty-Two Thousand Seven Hundred Fifty Dollars and 00/100)** for the initial term of the Agreement and any subsequent renewals, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

Upon completion of the Services and acceptance by the FPRA, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by Contractor's monthly report and any additional documentation that FPRA may reasonably request to support the invoice amount. FPRA will, within ten (10) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If the FPRA approves the amount or any portion of the amount, FPRA will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If the FPRA disapproves of any invoice amount, FPRA will give Contractor specific reasons for its disapproval in writing, within ten (10) days from the date it receives an improper payment request or invoice. Contractor will submit invoices to FPRA as follows:

Fort Pierce Redevelopment Agency
Attn: Accounts Payable
FPRA@cityoffortpierce.com
P.O. Box 1480
Fort Pierce, FL 34954

3. Term.

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate on September 30, 2026, unless earlier terminated in accordance with Section 8. The City will have the option, in its sole discretion, to renew this Agreement for two (2) additional one-year terms according to the same terms and conditions herein.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by the FPRA,

are the sole property of the FPRA and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to the FPRA all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to the FPRA upon expiration or termination of this Agreement. FPRA will have the right to use the Work Material for the completion of the Services or otherwise. FPRA may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by FPRA in writing. Contractor will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by FPRA or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City Attorney.

6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of the FPRA in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose

6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records.

7.1 FPRA strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records Under Florida law, as defined in Section 119.011 (12), F.S. Contractor shall keep and maintain public records required by the FPRA to perform the services under this Agreement.

7.2 If Contractor meets the definition of "Contractor" found in Section 119.0701 (1) (1) (a) F.S. (i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency), then the following requirements apply:

7.2.2 Upon request from FPRA's custodian of public records, Contractor shall provide FPRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 119, Florida Statutes, or as otherwise provided by law.

7.2.3 Contractor shall identify and ensure that public records that are exempt or confidential from

public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the FPRA.

7.2.4 Upon completion of the contract, Contractor shall transfer, at no cost, to FPRA all public records in possession of Contractor or keep and maintain public records required by FPRA to perform the service. If Contractor transfers all public records to FPRA upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPRA, upon request from FPRA's custodian of public records, in a format that is compatible with the information technology system of the FPRA.

7.3 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 FPRA may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of FPRA all Work Material related to the services performed by Contractor in the format requested by the FPRA together with any keys, identification badges, or equipment owned by FPRA.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 FPRA may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

8.7 The City shall have the right to terminate said Agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City will determine in its sole judgment what constitutes a satisfactory level of service.

9. Indemnification.

Except for expenses or liabilities arising from the negligence of the FPRA or the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the FPRA and the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, FPRA and the CITY and their officials, officers and employees from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Contract.

CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which FPRA or the CITY may immediately terminate or suspend this Contract.

10. Insurance.

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the FPRA, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance has been provided to and approved by the FPRA. As evidence of compliance with the insurance required herein, Contractors shall furnish the FPRA with:

A fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the FPRA and its board members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;

The original of the policy(ies); or

Other evidence satisfactory to the FPRA.

Until such insurance is no longer required by this Agreement, Contractor shall provide the FPRA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the FPRA, Contractor shall, within thirty (30) days after receipt of a written request from the FPRA, provide the FPRA a certified, complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation/Employers' Liability – Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. 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 provide the FPRA with thirty (30) days written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an' umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	(Each Accident)
	$1,000,000	(Disease-Policy Limit)
	$1,000,000	(Disease-Each Employee)

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the FPRA and its respective members, 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 FPRA and their respective members, officials, officers, and employees scheduled thereon.

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the FPRA with thirty (30) days' written notice of cancellation. The coverage may include
restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The FPRA and its officials, officers, agents and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Each Occurrence	$2,000,000

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the FPRA with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence – Bodily Injury and Property Damage Liability Combined	$1,000,000

Pollution Legal Liability - Such insurance shall cover the Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with work by the Contractor or subcontracted by the Contractor including coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions.

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

Each Claim	$1,000,000
Annual Aggregate	$1,000,000

The FPRA and the FPRA's officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

General Conditions - The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the FPRA shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the FPRA or its officials, officers, agents and employees any deductible or self- insured retention applicable to a claim against the FPRA or its officials, officers, agents and employees.

The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the FPRA and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the FPRA by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the FPRA under this Agreement or otherwise.

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:

   Fort Pierce Redevelopment Agency
   Attention: Risk Manager
   100 N. U.S. Hwy 1
   Fort Pierce, FL 34954

2. Additional Insured for General Liability:

   City of Fort Pierce and its officials, officers and employees

11. Written Authorization Required

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from FPRA for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Independent Contractor

The Contractor is and shall at all times be deemed to be an independent contractor for all purposes under this Agreement and shall not be deemed to be a representative, agent, or employee of the FPRA in the performance of the Services.

13. Waiver of Jury Trial

BOTH THE FPRA AND CONTRACTOR HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND ANY ISSUE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY NON-JURY TRIAL.

14. Notice

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

As to CITY:
Richard Chess
City Manager
100 N US Highway 1
Fort Pierce, FL 34954

With a Copy To:
Sara Hedges
City Attorney
100 North U.S Hwy 1
Fort Pierce, FL 34954

As to Contractor:
Andrew Kissoon
Owner
308 South 30th Street
Fort Pierce, FL 34947

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

15. Sovereign Immunity

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the FPRA's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

16. Miscellaneous

16.1 Assignment.
Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

16.2 Representations and Warranties by Contractor.
If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

16.3 Taxes.
The FPRA and CITY are exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The FPRA exemption number is on the face of the Purchase Order. Contractors shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the FPRA Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the FPRA or City.

16.4 Entire Agreement; Modifications.
This Agreement supersedes all prior agreements, written or oral, between Contractor and FPRA and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will

be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of FPRA and Contractor.

16.5 Force Majeure.
Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

16.6 Venue; Governing Law.
St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

16.7 Dispute Resolution.
Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the FPRA. Unless otherwise directed by FPRA, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the FPRA or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the CITY shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.8 Waivers.
No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

16.9 Conflict of Interest.
Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.

16.10 Verification of Employment Status.
Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.

16.11 Non- Discrimination.
Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the

Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a Bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

16.12 E-Verify

E-Verify. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor 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 Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor 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. Contractor 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 Contractor, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Contractor 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.

CONTRACTOR
Mow 4 Less Lawn Care LLC.

By: _____

Title: owner

Date: 10-1-2025

FORT PIERCE REDEVELOPMENT AGENCY:

By: _____
Linda Hudson, Chair

Date: _____

ATTEST:

By: _____
Linda Cox, Agency Secretary
(seal)

Approved as to form and correctness:

By: _____
Sara Hedges, Agency Attorney

Attached: **Exhibit "A" – STATEMENT OF WORK**
Exhibit "B" – FPRA-OWNED PROPERTY LOCATION DESCRIPTION
Exhibit "C" – AFFIDAVIT REGARDING THE USE OF COERCION
Exhibit "D" – CONTRACTOR'S BID

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agrillo Insurance Agency 49 SW Monterey Rd. Stuart, Fl. 34994	**CONTACT NAME:** Anthony Agrillo **PHONE (A/C, No, Ext):** 772-287-1560 **FAX (A/C, No):** **E-MAIL ADDRESS:** tony@agrilloins.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURED MOW 4 LESS LAWN CARE LLC 308 S. 30TH STREET Fort Pierce,Fl.34957	**INSURER A:** Western World Insurance Co.	13196
	INSURER B: Progressive Express Ins.	10193
	INSURER C: Florida Citrus,Business & Industries Fund (FCBI)	31259
	INSURER D: Evanston Insurance Company	35378
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 39-26-19-08-01 **REVISION NUMBER:** update Liab, Auto WC

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NNP6205130	04/07/2025	04/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 5000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			02484203-11	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10664799-2024	10/04/2024	10/04/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			CPLMOL130663	04/07/2025	04/07/2026	CombinedSingle Lim Deductible	1,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn maintenance;no tree trimming :Project Info:. Bid No. 2025-020 - FPRA Properties Lawn Mowing and Maintenance
1.As respect to the Insured's General Liability (GL) Insurance policy# NNP6205130 terms, definitions & exclusions; it includes the Additional Insured (form #'s CG 2010 04 13 & CG 20 33 04 13),Trans of Rights Form # CG 24 04 05 09; Primary& Noncontributory form# CG 20 01 04 13, WW Projects form# CG 2503 0509 and 30 days Notice of Cancellation form # WW468. See the attached Western World Insurance endorsement terms & conditions forms - ((form # WW 180),(form # CG 20 33 12 19),(form # CG 24 04 05 09) , (form # CG 20 01 04 13), (form# CG 2503 0509) and (form # WW 468)) .
See the attached Mow 4 Less Cert # 39 dated 04/16/25 form # 3101 (2012/02) page 2-Insured's Worker's Comp & Auto Insurance endorsements

CERTIFICATE HOLDER

City of Fort Pierce and
its members,officials,officers and employees.
P.O Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE 4/16/2025

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ADDITIONAL REMARKS SCHEDULE

Intermediary	Insured
Agency -Agrillo Insurance Agency	MOW 4 LESS LAWN CARE LLC
Policy Number	308 S. 30TH STREET , Fort Pierce,Fl.34957
see Additional Remarks- below	
Insurer	
See dated 04/16/2025 Cert acord 25 page 1- Insurance carriers	**Effective Date:** 04-16-2025

ADDITIONAL REMARKS

This Additional Remarks form is a schedule to ACORD form,

Form Number: 25 **Form Title:** Mow 4 Less_39-26-19-08-01Cert 041625 City of Fort Pierce

Project Info:. Bid No. 2025-020 - FPRA Properties Lawn Mowing and Maintenance

2.As respect to the Insured's Workers' Comp.(WC) policy #10664799-2024 terms, definitions & exclusions; it includes a Blanket Waiver of Subrogation endorsement; an executed written agreement prior to loss . See attached FCBI-(WC) terms & conditions-Form #WC 00 03 13 (ED.4-84).

3. As respect to the Insured's Auto Insurance policy # 02484203-11 terms, definitions and exclusions; it includes the Blanket Additional Insured and Waiver of Subrogation endorsements; an executed written agreement prior to loss. See attached Progressive Insurance endorsement terms & conditions (Additional Insureds (Form 2366 (02/11)) & Waiver of subrogation (Form 2367 (06/10)).

We will endeavor to provide 30 days notice of cancellation to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives

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POLICY NUMBER: **NPP6205130**

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Ft Pierce Its members, official, officers and employees	PO Box 1480, Ft Pierce, FL 34994
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   - **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): Lawn Care
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER:**NPP6205130**

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or inderectly to benefit anyone not named in the Schedule.

Schedule

All person or organizations that, in a written contract executed by both parties prior to the date of injury covered by this policy, require you to obtain this agreement with us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 1/15/2025 Policy No. 10664799-2024 Endorsement No.

Policy Effective Dates: 10/04/2024 - 10/04/2025 Premium $

Insured: MOW 4 LESS LAWN CARE LLC

Carrier Name / Code: Florida Citrus, Business & Industries Fund

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

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Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Progressive Auto policy # 02484203-11, endorsement date: 01/15/2025 to 11/15/2025

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Mow 4 Less LLC.

Respondent's Authorized Representative Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip: 34947

Phone Number: 772-201-7655 Respondent FEIN: 46-2009882

Email Address: Mow 4 less.AK@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a bid for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a bid for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject a company to civil penalties, attorney's fees, and/or costs.

Certified By: Andrew Kissoon

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Andrew Kissoon, owner

Date: 4-22-25

EXHIBIT "A"
STATEMENT OF WORK

PROJECT OVERVIEW: The Contractor is to provide comprehensive lawn and maintenance services for the Fort Pierce Redevelopment Agency's properties. The project involves mowing and maintaining lawns, and other landscaped areas across multiple FPRA properties to ensure they remain aesthetically pleasing and well-maintained.

The Contractor shall perform all maintenance, furnish all labor, equipment, and supplies for the mowing, string trimming (weed-eating), and cleanup services for the specified FPRA-owned properties (**Exhibit B**).

1. The Contractor shall accomplish all lawn maintenance required under the contract during the hours of 7:00 AM to 6:00 PM Monday through Saturday.

2. It will be the responsibility of the Contractor to choose a mowing cycle for each area, with the approval of FPRA staff. The Contractor must notify/email FPRA staff with the work schedule to allow for inspection of maintenance work as needed.

3. For On-Call/As needed properties, the Contractor shall complete the work specified within 3 business days of notification (weather permitting).

MONTHLY REPORTS – For the specified period, the Contractor shall submit monthly reports outlining services performed, problems encountered, and any other concerns. The Contractor will be required to submit reports by the 30th of each month, with the request for payment. Invoices submitted without completed monthly reports will be rejected. The contractor shall provide FPRA staff with one contact person to whom all concerns can be addressed. Invoices must be submitted to the Fort Pierce Redevelopment Agency, Attn: Willie Colon, Redevelopment Assistant, FPRA@cityoffortpierce.com.

FINE CUT MOWING – All lawn areas shall be mowed once a month, or as determined by FPRA staff.

- Lawn areas to be mowed will be maintained at a height of three inches (3"), or as directed by FPRA staff.

- Grass next to light poles, trees, fencing, or any permanent objects, etc., shall be mechanically trimmed to the same height at the time of each mowing. The final result shall present a neat and professional appearance. All work shall be completed in a continuous manner, i.e. the mowing, edging, trimming, etc. shall be completed before leaving the job site. Cutting grass too closely (scalping) shall be avoided. Mowing patterns shall be changed regularly to avoid rutting. Use small mowers for difficult or tight areas where larger commercial units cannot maneuver. Care shall be taken with mowing equipment to avoid any obstructions, such as trees, shrubs, utility boxes, signage, fencing, buildings etc. The Contractor shall be responsible for any damage caused by its operations.

SAFETY REQUIREMENTS – The Contractor must maintain all necessary safety precautions during cutting, including the following:

1. The Contractor will be responsible for high-visibility reflective safety vests, jackets, or shirts for employees when working within 25 feet (25') of roadways. Safety cones shall be used around equipment and roadways.

2. The Contractor must make every effort to prevent damage to parked or passing vehicles, pedestrians, and adjacent properties.

3. The Contractor shall adhere to the Florida Department of Transportation's Uniform Manual on traffic Control for construction and maintenance work zones. It will be the sole responsibility of the contractor to make itself and its employees fully aware of these provisions, especially those applicable to safety.

CLEAN-UP OPERATIONS – Grass and vegetation clippings shall be blown or swept from sidewalks, steps, driveways, trails, etc. Vegetation clippings shall not be blown or deposited onto City streets or walkways. If clippings are excessive or diseased, they shall be removed after mowing to enhance overall turf appearance and to prevent matting, clumping, and thatch buildup. All trash and debris in the mowing area shall be removed from the area before and after mowing by the Contractor. At no time shall any litter be mowed over. All debris and trash shall be disposed of in accordance with local ordinances.

EXHIBIT "B"

FPRA-OWNED PROPERTY LOCATION DESCRIPTION

The properties subject to maintenance under this Agreement are those owned by the Fort Pierce Redevelopment Agency (FPRA). The properties covered include, but may not be limited to, the following:

No.	Location	Parcel ID
1	301 South Ocean Drive 306 Hernando Street	2401-501-0109-000-9 2401-501-0112-000-3
2	125 Fisherman's Wharf 201 Fisherman's Wharf	2403-4320-002-000-4 2403-432-0003-000-1
3	324 N. 12th Street	2409-516-0043-000-8
4	318 N.17th Street	2409-511-0016-000-5
5	108 N. 9th Street	2410-604-0049-000-4
6	321 N. 13th Street , Unit A/B	2409-131-0001-000-1
7	415 N. 9th Street	2410-601-0034-000-7
8	426 N. 11th Street	2409-501-0173-000-2
9	427 N. 16th Street	2409-506-0038-000-9
10	432 N. 19th Street	2409-603-0072-000-7
11	Avenue I	2404-812-0009-000-2
12	Avenue B	2410-604-0134-000-7
13	433 Means Court	2409-501-0293-000-9
14	434 N. 15th Street	2409-503-0033-000-5
15	513 N. 20th Street	2409-602-0222-000-1
16	422 N 9th Street	2410-601-0046-000-4
17	806 Avenue E	2410-601-0119-000-7
18	1241 Avenue D	2409-501-0282-000-9
19 Parking Lot	1212 Avenue D, 1213 Avenue D, 1217 Avenue D,	2409-501-0258-000-2 2409-501-0257-000-5 2409-501-0256-000-8
20	Dundas Court	2403-711-0001-000-3
21	Dundas Court	2410-604-0156-000-7
22	N. 22nd Street	2404-710-0017-000-8
23	Avenue M	2404-801-0031-000-1
24	1306 N. 16th Street	2404-808-0021-000-9
25	1134 Avenue D 1138 Avenue D	2409-501-0305-000-7 2409-501-0306-000-4
26	N. 7th Street (2 Parcels)	2410-601-0182-000-9 2410-601-0183-000-6
27	110 N 10th Street, 900 Orange Avenue, and 910 Orange Avenue	2410-604-0169-000-1 2410-604-0173-000-2 2410-604-0141-000-9
28	312 N. 13th Street	2409-521-0007-000-0
29	612 N. 25th Street	2404-710-0067-000-3

EXHIBIT "C"

CITY OF FORT PIERCE

AFFIDAVIT REGARDING THE USE OF COERCION

Vendor name: Mow 4 less LLC.

Authorized Representative's Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip Code: 34947

Phone Number: 772-201-7655 Email Address: Mow4less.AK@gmail.com

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Andrew Kissoon 10-2-25

Authorized Signature | Printed Name and Title | Date

STATE OF Florida
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 2 day of Oct., 2025 by Andrew Kissoon, who is

☐ personally known or
☑ produced identification (ID produced: FL Driver's License).

Notary Public Signature: _____ (Seal)

Print Name: Carlos Martinez

My Commission Expires: 08/05/2028

CARLOS MARTINEZ
Notary Public - State of Florida
Commission # HH 578499
My Comm. Expires Aug 5, 2028

EXHIBIT "D"
CONTRACTOR'S BID

original

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** and **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	Bid No: 2025-020
Mandatory Pre-Bid Conference Date: N/A	Bid Title: FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)
Mandatory Pre-Bid Conference Location: N/A	Bid Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, THURSDAY, MARCH 13, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: Mow 4Less LLC. Mailing Address: 308 S. 30 St Fort Pierce Fl. 34947	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X Andrew Kissoon Authorized Signature (Manual)
City, State, Zip Code: Fort Pierce Fl. 34947	Typed or Printed Name: Andrew Kissoon
Type of Entity (Select one): Corporation x Partnership Proprietorship	Title: owner
Incorporated in the State of: Fl Year: 2013	Delivery in _____ days, ARO
Phone Number: 772-201-7655	Payment Terms: Net 30 Days
Fax Number: 772-595-6505	FEIN or SS Number: 46-2009882
E-Mail Address: Mow4Less.AK@gmail.com	Local Business: ✓ Y ___ N MWBE: ___ Y ___ N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

MOW 4 LESS LLC. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

2-19-25
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF St. Lucie

Andrew Kissoon, being first duly sworn, deposes and says:

That he is owner
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

NOW 4 LESS LLC.
(Firm Name)

By: [signature]

Title: owner

Subscribed and sworn to before me this _____

day of , _____ 202__.

_____
Notary Public

My Commission expires: (Seal)

_____

Clear Form

Jurat Certificate

WELLS FARGO

State of Florida

County of **Saint Lucie**

Sworn to (or affirmed) and subscribed before me this **04** day of **March**, 20 **25**, by means of ☒ physical presence or ☐ online notarization **Andrew Kissoon** (name of person making statement).

☐ Personally known to me

☒ Produced Identification

Type of Identification Produced **Driver License**

Notary Signature

Title **Notary Public**

My appointment expires **05/19/2027**

Place Seal Here

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027

Description of Attached document

Type or Title of Document

non -collusion affidavit for prime bidder

Document Date

03/04/2024

Number of Pages

1

Signer(s) Other Than Named Above

none

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PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Andrew Kissoon, owner
(Print individual's name and title)
for Mow 4 Less LLC.
whose business address is 308 S. 30 St. Fort Pierce Fl. 34947
(If applicable) its Federal Employer Identification Number (FEIN) is 46-2009882

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

c. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

✓ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

3-4-25
(Date)

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

Clear Form

Jurat Certificate

WELLS FARGO

State of Florida

County of **Saint Lucie**

Sworn to (or affirmed) and subscribed before me this **04** day of **March**, 20 **25**, by means of ☒ physical presence or ☐ online notarization **Andrew Kissoon** (name of person making statement).

☐ Personally known to me

☒ Produced Identification

Type of Identification Produced **Driver License**

Notary Signature

Title **Notary Public**

My appointment expires **05/19/2027**

Place Seal Here

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027

Description of Attached document

Type or Title of Document

public entity crimes affidavit

Document Date

03/04/2024

Number of Pages

1

Signer(s) Other Than Named Above

none

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E-VERIFY
AFFIRMATION STATEMENT

Description: FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Respondent to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Respondent enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder/Respondent shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Mow 4 less LLC.

Authorized Company Person's Signature: Andrew Kisson

Authorized Company Person's Title: owner

Date: 3-4-25

STATE OF FLORIDA
COUNTY OF St lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 4 day of March, 2025 by Andrew Kisson, who is

☐ personally known or ☑ produced identification (ID produced: Driver license).

Signature: Christ Pringle (Seal)

NOTARY PUBLIC

My Commission Expires: 05/19/2027

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Mow 4 Less LLC.

Respondent's Authorized Representative Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip: 34947

Phone Number: 772-201-7655 Respondent FEIN: 46-2009882

Email Address: Mow4Less.AK@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal/bid for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Mow 4 Less LLC.

Authorized Representative's Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip Code: 34947

Phone Number: 772-201-7655 Email Address: Mow4less.AK@gmail.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Andrew Kissoon Andrew Kissoon 3-14-25
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF St lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 4 day of March, 2025 by _____, who is

☐ personally known or
☑ produced identification (ID produced: Driver license).

Notary Public Signature: Christ Pringle (Seal)

Print Name: Christian Pringle

My Commission Expires 05/19/2027

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027

REFERENCES

BID NO. 2025-020
FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

Bidders shall submit as a part of the bid package, a minimum of two (2) Customer references with name of the customer, address, contact person, telephone number, and a description of the work completed.

Contact Person & Title	Dereck Moore
Email Address	MooreDe@stLucieco.org
Phone No.	772-267-0907
Company Name	St. Lucie County Road + Bridge
Mailing Address	3071 Oleander Ave.
City, State, Zip	Fort Pierce Fl. 34982
Description of Work	Mowing services
Contact Person & Title	Peggy Arraiz
Email Address	parraiz@cityoffortpierce.com
Phone No.	772-467-3148
Company Name	city of Fort Pierce
Mailing Address	100 N US HWY 1
City, State, Zip	Fort Pierce Fl. 34950
Description of Work	Mowing Services

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Have you read the Bid Document in its entirety?	✓	
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Are you registered on Demandstar to receive addendums?	✓	
Include proof of insurance as stated in bid documents.	✓	
Are all the Required forms complete and included?	✓	
Have you checked your bid for proper organization, tabs are correct?	✓	
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy.	✓	
Did you submit your bid electronically?		✓
Have you made sure your corporate address matches your Sunbiz information?	✓	
Is each Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Shawn Allen

February 19, 2025

CITY OF FORT PIERCE

FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

BID NO. 2025-020

ADDENDUM NO. 1

The purpose of this addendum is to make a revision to the Scope of Work for this project. Please disregard the property located at the address below from the FPRA Properties listed in Exhibit A.

532 N. 13th Street – Means Court Center

We will no longer be maintaining this lot as it is now the tenant's responsibility. Please see the revised Bid Response Form in the following pages.

All other conditions of this proposal remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Andrew Kissoon
Typed or Printed

Company Name: Mow 4 Less LLC

Address: 308 S. 30 St.

Fort Pierce Fl. 34947

Date: 2-19-25

/mw

Attachments: Revised Bid Response Form

REVISED

BID RESPONSE FORM

Bid Item	FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)		
Bid Number	2025-020	Due Date & Time	3:00 PM, THURSDAY, MARCH 13, 2025

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
301 South Ocean Drive. and 306 Hernando Street	2401-501-0109-000-9 2401-501-0112-000-3	$ 80.00	$ 1,520.00
125 Fisherman's Wharf 201 Fisherman's Wharf	2403-4320-002-000-4 2403-432-0003-000-1	$ 80.00	$ 1,520.00
324 N. 12th Street	2409-516-0043-000-8	$ 75.00	$ 1,425.00
318 N.17th Street	2409-511-0016-000-5	$ 75.00	$ 1,425.00
108 N. 9th Street	2410-604-0049-000-4	$ 75.00	$ 1,425.00
321 N. 13th Street , Unit A/B	2409-131-0001-000-1	$ 75.00	$ 1,425.00
415 N. 9th Street	2410-601-0034-000-7	$ 60.00	$ 1,140.00
426 N. 11th Street	2409-501-0173-000-2	$ 60.00	$ 1,140.00
427 N. 16th Street	2409-506-0038-000-9	$ 60.00	$ 1,140.00
432 N. 19th Street	2409-603-0072-000-7	$ 60.00	$ 1,140.00
Avenue I	2404-812-0009-000-2	$ 60.00	$ 1,140.00
Avenue B	2410-604-0134-000-7	$ 65.00	$ 1,235.00
433 Means Court	2409-501-0293-000-9	$ 65.00	$ 1,235.00
434 N. 15th Street	2409-503-0033-000-5	$ 65.00	$ 1,235.00
513 N. 20th Street	2409-602-0222-000-1	$ 65.00	$ 1,235.00
		PAGE 1 TOTAL	$ 19,380.00

REVISED

BID RESPONSE FORM

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
422 N 9th Street	2410-601-0046-000-4	$ 65.00	$ 1,235.00
806 Avenue E	2410-601-0119-000-7	$ 65.00	$ 1,235.00
1241 Avenue D	2409-501-0282-000-9	$ 65.00	$ 1,235.00
1212 Avenue D, 1213 Avenue D, and 1217 Avenue D	2409-501-0258-000-2 2409-501-0257-000-5 2409-501-0256-000-8	$ 225.00	$ 4,275.00
Dundas Court	2403-711-0001-000-3	$ 65.00	$ 1,235.00
Dundas Court	2410-604-0156-000-7	$ 65.00	$ 1,235.00
N. 22nd Street	2404-710-0017-000-8	$ 65.00	$ 1,235.00
Avenue M	2404-801-0031-000-1	$ 65.00	$ 1,235.00
1306 N. 16th Street	2404-808-0021-000-9	$ 65.00	$ 1,235.00
1134 Avenue D and 1138 Avenue D	2409-501-0305-000-7 2409-501-0306-000-4	$ 80.00	$ 1,520.00
N. 7th Street (2 Parcels)	2410-601-0182-000-9 2410-601-0183-000-6	$ 90.00	$ 1,710.00
110 N Street, 900 Orange Avenue, and 910 Orange Avenue	2410-604-0169-000-1 2410-604-0173-000-2 2410-604-0141-000-9	$ 250.00	$ 4,750.00
312 N. 13th Street	2409-521-0007-000-0	$ 65.00	$ 1,235.00
		PAGE 2 TOTAL	$ 23,310.00

TOTAL BID COST ***(PAGE 1 TOTAL + PAGE 2 TOTAL)***	**$** 42,750.00

REVISED

BID RESPONSE FORM

VENDOR INFORMATION

Vendor Name: Mow 4 Less LLC

Address: 308 S. 30 St.

City, State, Zip Code: Fort Pierce Fl. 34947

Email Address: Mow4Less.AK@gmail.com

Typed Name & Title: Andrew Kissoon

Signature: Andrew Kissoon Date: 2-19-25

Telephone No.: 772-201-7655 Fax No.: 772-595-6505

Please include remit to address if address is different than address stated above.

(*Remit To:

Check the box below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	✓
Women Owned	
Small Disadvantage Business	

February 26, 2025

CITY FORT PIERCE

FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)

BID NO. 2025-020

ADDENDUM NO. 2

The purpose of this addendum is to address inquiries submitted by potential bidders and revise the scope of work by adding contract terms to Section IV, titled 'Statement of Work'.

QUESTIONS / ANSWERS

1. **QUESTION**: Are there any incumbent contractors performing this work? If so, can you share their contract number or performance details? Who is the incumbent?
   ANSWER: **We are currently utilizing our Public Works Department to maintain our properties**

2. **QUESTION**: Is there a preferred format for the technical and pricing proposals? **if not specified**
   ANSWER: **No, please see the Bid Response Form, Pages 34 and 35.**

3. **QUESTION**: Is there a government-estimated budget or Independent Government Cost Estimate available?
   ANSWER: **No, there isn't. We will choose the lowest responsive bidder.**

4. **QUESTION**: When do you anticipate awarding the contract, and what is the expected start date?
   ANSWER: **June 2025 at the latest. Services could start sooner, depending on the approval process.**

5. **QUESTION**: Will there be a debriefing opportunity if we are not selected for an award?
   ANSWER: **This is a request for bids. The results will be published on both the City and Demandstar websites no later than 10 days after the bid opening. The results will be presented in a bid tabulation, which summarizes the bids received, listed by price from lowest to highest.**

6. **QUESTION**: What are the factors that led to the decision to rebid rather than award the previous solicitation?
   ANSWER: **There were a few reasons, but the main reason as to why we could not award was because none of the submissions included Pollution Liability Insurance. This is one of the requirements in the insurance section.**

7. **QUESTION**: Were pricing concerns a significant factor in the decision not to award the previous solicitation?
   ANSWER: **No.**

8. **QUESTION:** Were there specific issues with prior submissions that bidders should address in this round?
   ANSWER: **Make sure all required documents are provided once submitted.**

9. **QUESTION:** Any changes to requirements or evaluation criteria in this rebid compared to the original solicitation?
   ANSWER: **There were changes to Section I and Section II.**

10. **QUESTION:** When was the last award?
    ANSWER: **August 2023**

11. **QUESTION:** What was the price lump sum and line items prices for the prior contract?
    ANSWER: **$47,975.00**

ADDITION TO SECTION IV, STATEMENT OF WORK:

CONTRACT TERMS

The terms of this agreement will be for **one year (1) with two one-year renewal options**, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in the contract.

The City of Fort Pierce shall have the right to terminate said agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Andrew Kissoon
Manual

Signature: Andrew Kissoon
Typed or Printed

Company Name: Mow 4 less LLC.

Address: 308 S. 30 St.
Fort Pierce Fl. 34947

Date: 2-26-25

/mw

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Mow 4 Less Lawn Care LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

308 S 30 St

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Pierce FL. 34947

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	2	0	0	9	8	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Andrew [illegible] **Date** 3-1-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Fort Pierce
Fort Pierce, FL 34950
772-467-3065

Certificate of Use

Business Name: Mow 4 Less Lawn Care LLC

Business Location: 308 S 30TH ST
Fort Pierce, FL 34947

Owner:

License Number: CU-2024-000999

Issued Date: 10/1/2024

Expiration Date: 10/1/2025

Approved Business Use: Lawn Services

Mailing Address: 308 S 30TH ST
Fort Pierce, FL 34947

License Type: Certificate of Use

Classification: Home-based Certificate of Use

Fees Paid: $75.00

Linda W. Cox

Linda W. Cox, City Clerk

This certificate does not warrant that the holder is competent to perform in the business, but that the holder has provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This certificate becomes null and void if business name, location, ownership or address is changed. All certificates automatically expire if not renewed within 60 days of expiration date shown.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Anthony Agrillo	
Agrillo Insurance Agency	PHONE (A/C, No, Ext): 772-287-1560	FAX (A/C, No):
49 SW Monterey Rd.	E-MAIL ADDRESS: tony@agrilloins.com	
Stuart, Fl. 34994	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Burlington Insurance Company	23620
INSURED	INSURER B : Progressive Express Ins.	10193
MOW 4 LESS LAWN CARE LLC	INSURER C : Florida Citrus,Business & Industries Fund (FCBI)	31259
	INSURER D :	
308 S. 30TH STREET	INSURER E :	
Fort Pierce,Fl.34957	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 37-26-19-8-1 **REVISION NUMBER:** updated Auto,GL,WC

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			164B568547	09/26/2024	09/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			02484203-11	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10664799-2024	10/04/2024	10/04/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn maintenance;tree trimming from the ground-up :Project :

1.As respect to the Insured's General Liability (GL) Insurance # 164B567585 policy terms,definitions & exclusions;it includes the Blanket Additional Insured;to the benefit of said Certificate Holder; an executed written agreement prior to loss .
See the attached Burlington Insurance endorsement terms & conditions (form # CG 20 33 12 19)

CERTIFICATE HOLDER

City of Fort Pierce

P.O. Box 1480
Fort Pierce, Florida 34982

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

11/04/2024

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TO: MADISON WHITE, PURCHASING AGENT, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: REVISED CONTRACT REVIEW – FPRA PROPERTIES LAWN MOWING AND MAINTENANCE – BID NO. 2025-020

CAO RLS#: 25-279

DATE: SEPTEMBER 9, 2025

I have reviewed the above Request for Legal Services (RLS) related to contract review of the Agreement between FPRA and Mowing 4 Less Lawn Care LLC for lawn mowing and maintenance for FPRA Properties. Please note the following comments:

1. The Agreement reflects the Contractor's legal name per Sunbiz records.
2. A redlined version of the Agreement has been included with this Memo with changes made to the following Sections:
    a. **Compensation**: Added language to require the Contractor submit a monthly report with the invoice for payment to be consistent with the Statement of Work.
    b. **Term**: Added language to permit two (2) one-year renewal options per the ITB Addendum #2.
    c. **Termination**: Added language to reflect the City's right to terminate based on the Contractor's failure to meet "satisfactory level of service" per the ITB Addendum #2. I recommend "satisfactory level of service" be defined, or at minimum, language added that clearly tells the Contractor how to meet "satisfactory level of service."
    d. **Statement of Work**:
        i. Project Overview:
            1. For the mowing cycle, I recommend specifying more details on the frequency for submission of the mowing cycle to provide clear deliverables/tasks. (*See comment in the redline version for sample language*).
            2. For the on-call / as need properties, I recommend specifying if the work must be inspected by staff to verify completion. (*See comment in the redline version for sample language*).
        ii. Safety Requirements:
            1. To be consistent, I recommend adding the language from this Part in the ITB Statement of Work regarding the Contractor

requirement to adhere to FDOT rules on construction and maintenance work in the event mowing work requires adherence.

3. A clean version of the Agreement has been included with this Memo which can be used as a template for future agreements.
4. Based on the comments above and recommended changes, **the Agreement is approved as to form and correctness**.
5. Reminder: The Division should place the Agreement on the Commission Agenda for review and approval *prior* to execution by the City. *The Contractor, however, should sign the Agreement prior to being placed on the Agenda.*

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

original

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	Bid No: 2025-020
Mandatory Pre-Bid Conference Date: N/A	Bid Title: FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)
Mandatory Pre-Bid Conference Location: N/A	Bid Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, THURSDAY, MARCH 13, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: Mow 4Less LLC. Mailing Address: 308 S. 30 St Fort Pierce Fl. 34947	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X Andrew Kissoon Authorized Signature (Manual)
City, State, Zip Code: Fort Pierce Fl. 34947	Typed or Printed Name: Andrew Kissoon
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: owner
Incorporated in the State of: Fl Year: 2013	Delivery in _____ days, ARO
Phone Number: 772-201-7655	Payment Terms: Net 30 Days
Fax Number: 772-595-6505	FEIN or SS Number: 46-2009882
E-Mail Address: Mow4Less.AK@gmail.com	Local Business: ✓ Y ___ N MWBE: ___ Y ___ N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Mow 4 Less LLC. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

2-19-25
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF St. Lucie

Andrew Kissoon, being first duly sworn, deposes and says:

That he is owner
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

MOW 4 LESS LLC.
(Firm Name)

By: [signature]

Title: owner

Subscribed and sworn to before me this _____

day of , _____ 202__.

_____
Notary Public

My Commission expires: (Seal)

_____

Clear Form

Jurat Certificate

WELLS FARGO

State of Florida

County of **Saint Lucie**

Sworn to (or affirmed) and subscribed before me this **04** day of **March**, 20 **25**, by means of ☒ physical presence or ☐ online notarization **Andrew Kissoon** (name of person making statement).

☐ Personally known to me

☒ Produced Identification

Type of Identification Produced **Driver License**

Notary Signature

Title **Notary Public**

My appointment expires **05/19/2027**

Place Seal Here

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027

Description of Attached document

Type or Title of Document

non -collusion affidavit for prime bidder

Document Date

03/04/2024

Number of Pages

1

Signer(s) Other Than Named Above

none

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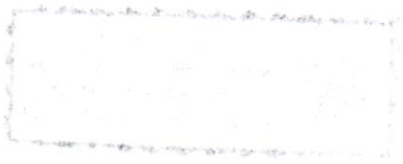

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Andrew Kissoon, owner
(Print individual's name and title)
for Mow 4 Less LLC.
whose business address is 308 S. 30 St. Fort Pierce Fl. 34947
(If applicable) its Federal Employer Identification Number (FEIN) is 46-2009882

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

c. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

✓ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH **1** (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

3-4-25
(Date)

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

Clear Form

Jurat Certificate

WELLS FARGO

State of Florida

County of **Saint Lucie**

Sworn to (or affirmed) and subscribed before me this **04** day of **March**, 20 **25**, by means of ☒ physical presence or ☐ online notarization **Andrew Kissoon** (name of person making statement).

☐ Personally known to me

☒ Produced Identification

Type of Identification Produced **Driver License**

Notary Signature

Title **Notary Public**

My appointment expires **05/19/2027**

Place Seal Here

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027

Description of Attached document

Type or Title of Document

public entity crimes affidavit

Document Date

03/04/2024

Number of Pages

1

Signer(s) Other Than Named Above

none

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E-VERIFY
AFFIRMATION STATEMENT

Description: FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Respondent to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Respondent enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder/Respondent shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Mow 4 less LLC.

Authorized Company Person's Signature: [signature]

Authorized Company Person's Title: owner

Date: 3-4-25

STATE OF FLORIDA
COUNTY OF St lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 4 day of March, 2025 by Andrew Kissoon, who is

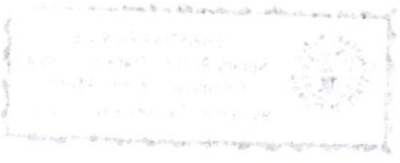
☐ personally known or ☑ produced identification (ID produced: Driver license).

Signature: [signature] (Seal)

NOTARY PUBLIC

My Commission Expires: 05/19/2027

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027



CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Mow 4 Less LLC.

Respondent's Authorized Representative Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip: 34947

Phone Number: 772-201-7655 Respondent FEIN: 46-2009882

Email Address: Mow4Less.AK@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal/bid for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Mow 4 Less LLC.

Authorized Representative's Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip Code: 34947

Phone Number: 772-201-7655 Email Address: Mow4less.AK@gmail.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: [signature] Andrew Kissoon 3-14-25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF St lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 4 day of March, 2025 by _____, who is

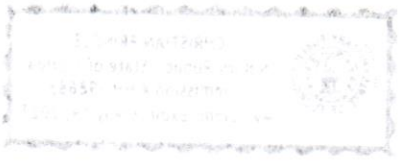
☐ personally known or
☑ produced identification (ID produced: Driver license).

Notary Public Signature: _____ (Seal)

Print Name: Christian Pringle

My Commission Expires 05/19/2027

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027



REFERENCES

BID NO. 2025-020
FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

Bidders shall submit as a part of the bid package, a minimum of two (2) Customer references with name of the customer, address, contact person, telephone number, and a description of the work completed.

Contact Person & Title	Dereck Moore
Email Address	MooreDe@stLucieco.org
Phone No.	772-267-0907
Company Name	St. Lucie County Road + Bridge
Mailing Address	3071 Oleander Ave.
City, State, Zip	Fort Pierce Fl. 34982
Description of Work	Mowing services
Contact Person & Title	Peggy Arraiz
Email Address	parraiz@cityoffortpierce.com
Phone No.	772-467-3148
Company Name	city of Fort Pierce
Mailing Address	100 N US HWY 1
City, State, Zip	Fort Pierce Fl. 34950
Description of Work	Mowing Services

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Have you read the Bid Document in its entirety?	✓	
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Are you registered on Demandstar to receive addendums?	✓	
Include proof of insurance as stated in bid documents.	✓	
Are all the Required forms complete and included?	✓	
Have you checked your bid for proper organization, tabs are correct?	✓	
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy.	✓	
Did you submit your bid electronically?		✓
Have you made sure your corporate address matches your Sunbiz information?	✓	
Is each Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Shawn Allen

February 26, 2025

CITY FORT PIERCE

FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)

BID NO. 2025-020

ADDENDUM NO. 2

The purpose of this addendum is to address inquiries submitted by potential bidders and revise the scope of work by adding contract terms to Section IV, titled 'Statement of Work'.

QUESTIONS / ANSWERS

1. **QUESTION**: Are there any incumbent contractors performing this work? If so, can you share their contract number or performance details? Who is the incumbent?
   ANSWER: **We are currently utilizing our Public Works Department to maintain our properties**

2. **QUESTION**: Is there a preferred format for the technical and pricing proposals? **if not specified**
   ANSWER: **No, please see the Bid Response Form, Pages 34 and 35.**

3. **QUESTION**: Is there a government-estimated budget or Independent Government Cost Estimate available?
   ANSWER: **No, there isn't. We will choose the lowest responsive bidder.**

4. **QUESTION**: When do you anticipate awarding the contract, and what is the expected start date?
   ANSWER: **June 2025 at the latest. Services could start sooner, depending on the approval process.**

5. **QUESTION**: Will there be a debriefing opportunity if we are not selected for an award?
   ANSWER: **This is a request for bids. The results will be published on both the City and Demandstar websites no later than 10 days after the bid opening. The results will be presented in a bid tabulation, which summarizes the bids received, listed by price from lowest to highest.**

6. **QUESTION**: What are the factors that led to the decision to rebid rather than award the previous solicitation?
   ANSWER: **There were a few reasons, but the main reason as to why we could not award was because none of the submissions included Pollution Liability Insurance. This is one of the requirements in the insurance section.**

7. **QUESTION**: Were pricing concerns a significant factor in the decision not to award the previous solicitation?
   ANSWER: **No.**

8. **QUESTION:** Were there specific issues with prior submissions that bidders should address in this round?
   ANSWER: **Make sure all required documents are provided once submitted.**

9. **QUESTION:** Any changes to requirements or evaluation criteria in this rebid compared to the original solicitation?
   ANSWER: **There were changes to Section I and Section II.**

10. **QUESTION:** When was the last award?
    ANSWER: **August 2023**

11. **QUESTION:** What was the price lump sum and line items prices for the prior contract?
    ANSWER: **$47,975.00**

ADDITION TO SECTION IV, STATEMENT OF WORK:

CONTRACT TERMS

The terms of this agreement will be for **one year (1) with two one-year renewal options**, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in the contract.

The City of Fort Pierce shall have the right to terminate said agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Andrew Kissoon
Manual

Signature: Andrew Kissoon
Typed or Printed

Company Name: Mow 4 less LLC.

Address: 308 S. 30 St.
Fort Pierce Fl. 34947

Date: 2-26-25

/mw

February 19, 2025

CITY OF FORT PIERCE

FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

BID NO. 2025-020

ADDENDUM NO. 1

The purpose of this addendum is to make a revision to the Scope of Work for this project. Please disregard the property located at the address below from the FPRA Properties listed in Exhibit A.

532 N. 13th Street – Means Court Center

We will no longer be maintaining this lot as it is now the tenant's responsibility. Please see the revised Bid Response Form in the following pages.

All other conditions of this proposal remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Andrew Kissoon
Typed or Printed

Company Name: Mow 4 Less LLC

Address: 308 S. 30 St.

Fort Pierce Fl. 34947

Date: 2-19-25

/mw

Attachments: Revised Bid Response Form

REVISED

BID RESPONSE FORM

Bid Item	FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)		
Bid Number	2025-020	Due Date & Time	3:00 PM, THURSDAY, MARCH 13, 2025

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
301 South Ocean Drive. and 306 Hernando Street	2401-501-0109-000-9 2401-501-0112-000-3	$ 80.00	$ 1,520.00
125 Fisherman's Wharf 201 Fisherman's Wharf	2403-4320-002-000-4 2403-432-0003-000-1	$ 80.00	$ 1,520.00
324 N. 12th Street	2409-516-0043-000-8	$ 75.00	$ 1,425.00
318 N.17th Street	2409-511-0016-000-5	$ 75.00	$ 1,425.00
108 N. 9th Street	2410-604-0049-000-4	$ 75.00	$ 1,425.00
321 N. 13th Street , Unit A/B	2409-131-0001-000-1	$ 75.00	$ 1,425.00
415 N. 9th Street	2410-601-0034-000-7	$ 60.00	$ 1,140.00
426 N. 11th Street	2409-501-0173-000-2	$ 60.00	$ 1,140.00
427 N. 16th Street	2409-506-0038-000-9	$ 60.00	$ 1,140.00
432 N. 19th Street	2409-603-0072-000-7	$ 60.00	$ 1,140.00
Avenue I	2404-812-0009-000-2	$ 60.00	$ 1,140.00
Avenue B	2410-604-0134-000-7	$ 65.00	$ 1,235.00
433 Means Court	2409-501-0293-000-9	$ 65.00	$ 1,235.00
434 N. 15th Street	2409-503-0033-000-5	$ 65.00	$ 1,235.00
513 N. 20th Street	2409-602-0222-000-1	$ 65.00	$ 1,235.00
		PAGE 1 TOTAL	$ 19,380.00

REVISED

BID RESPONSE FORM

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
422 N 9th Street	2410-601-0046-000-4	$ 65.00	$ 1,235.00
806 Avenue E	2410-601-0119-000-7	$ 65.00	$ 1,235.00
1241 Avenue D	2409-501-0282-000-9	$ 65.00	$ 1,235.00
1212 Avenue D, 1213 Avenue D, and 1217 Avenue D	2409-501-0258-000-2 2409-501-0257-000-5 2409-501-0256-000-8	$ 225.00	$ 4,275.00
Dundas Court	2403-711-0001-000-3	$ 65.00	$ 1,235.00
Dundas Court	2410-604-0156-000-7	$ 65.00	$ 1,235.00
N. 22nd Street	2404-710-0017-000-8	$ 65.00	$ 1,235.00
Avenue M	2404-801-0031-000-1	$ 65.00	$ 1,235.00
1306 N. 16th Street	2404-808-0021-000-9	$ 65.00	$ 1,235.00
1134 Avenue D and 1138 Avenue D	2409-501-0305-000-7 2409-501-0306-000-4	$ 80.00	$ 1,520.00
N. 7th Street (2 Parcels)	2410-601-0182-000-9 2410-601-0183-000-6	$ 90.00	$ 1,710.00
110 N Street, 900 Orange Avenue, and 910 Orange Avenue	2410-604-0169-000-1 2410-604-0173-000-2 2410-604-0141-000-9	$ 250.00	$ 4,750.00
312 N. 13th Street	2409-521-0007-000-0	$ 65.00	$ 1,235.00
		PAGE 2 TOTAL	$ 23,310.00

TOTAL BID COST ***(PAGE 1 TOTAL + PAGE 2 TOTAL)***	**$** 42,750.00

REVISED

BID RESPONSE FORM

VENDOR INFORMATION

Vendor Name: Mow 4 Less LLC

Address: 308 S. 30 St.

City, State, Zip Code: Fort Pierce Fl. 34947

Email Address: Mow4Less.AK@gmail.com

Typed Name & Title: Andrew Kissoon

Signature: [signature] Date: 2-19-25

Telephone No.: 772-201-7655 Fax No.: 772-595-6505

Please include remit to address if address is different than address stated above.

(*Remit To:

Check the box below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	✓
Women Owned	
Small Disadvantage Business	

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Mow 4 Less Lawn Care LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

308 S 30 St

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Pierce FL. 34947

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	2	0	0	9	8	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 3-1-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Fort Pierce
Fort Pierce, FL 34950
772-467-3065

Certificate of Use

Business Name: Mow 4 Less Lawn Care LLC

Business Location: 308 S 30TH ST
Fort Pierce, FL 34947

Owner:

License Number: CU-2024-000999

Issued Date: 10/1/2024

Expiration Date: 10/1/2025

Approved Business Use: Lawn Services

Mailing Address: 308 S 30TH ST
Fort Pierce, FL 34947

License Type: Certificate of Use

Classification: Home-based Certificate of Use

Fees Paid: $75.00

Linda W. Cox

Linda W. Cox, City Clerk

This certificate does not warrant that the holder is competent to perform in the business, but that the holder has provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This certificate becomes null and void if business name, location, ownership or address is changed. All certificates automatically expire if not renewed within 60 days of expiration date shown.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Anthony Agrillo	
Agrillo Insurance Agency	PHONE (A/C, No, Ext): 772-287-1560	FAX (A/C, No):
49 SW Monterey Rd.	E-MAIL ADDRESS: tony@agrilloins.com	
Stuart, Fl. 34994	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Burlington Insurance Company	23620
INSURED	INSURER B: Progressive Express Ins.	10193
MOW 4 LESS LAWN CARE LLC	INSURER C: Florida Citrus,Business & Industries Fund (FCBI)	31259
308 S. 30TH STREET	INSURER D:	
Fort Pierce,Fl.34957	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 37-26-19-8-1 **REVISION NUMBER:** updated Auto,GL,WC

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			164B568547	09/26/2024	09/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			02484203-11	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10664799-2024	10/04/2024	10/04/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn maintenance;tree trimming from the ground-up :Project :

1.As respect to the Insured's General Liability (GL) Insurance # 164B567585 policy terms,definitions & exclusions;it includes the Blanket Additional Insured;to the benefit of said Certificate Holder; an executed written agreement prior to loss .
See the attached Burlington Insurance endorsement terms & conditions (form # CG 20 33 12 19)

CERTIFICATE HOLDER

City of Fort Pierce

P.O. Box 1480
Fort Pierce, Florida 34982

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

11/04/2024

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FPRA Special Meeting - 5:05 PM **6. A.**

Meeting Date: 10/21/2025

Re: October 2025 FPRA Programs & Activities Summary

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

---

SUBJECT:

October 2025 FPRA Programs & Activities Summary

SUMMARY:

FPRA REDEVELOPMENT PLAN GOAL/POLICY

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

October 2025 FPRA Monthly Report

FPRA Programs & Activities Summary

OCTOBER 2025

FORT PIERCE
REDEVELOPMENT AGENCY

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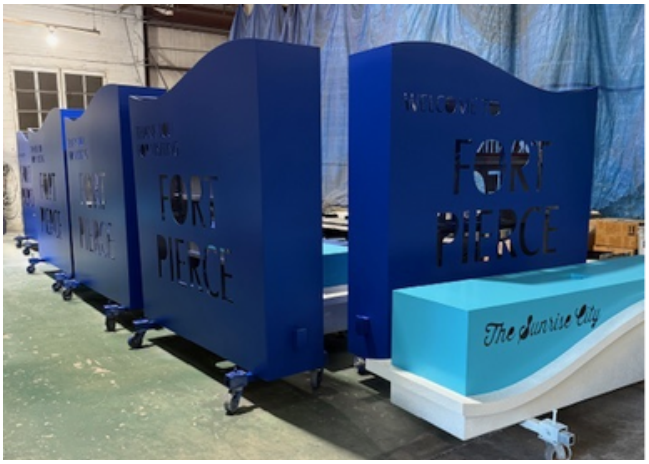
FPRA FORT PIERCE REDEVELOPMENT AGENCY

GATEWAY SIGNS

Comprehensive Sign Program

As the final step of the FPRA's comprehensive wayfinding program, seven new gateway entrance signs will be installed at key entry points throughout the city. Each sign has been designed to accommodate illumination, offering an opportunity to further enhance their visibility and impact after dark. Staff will seek direction from the FPRA Board on preferred illumination options so that final pricing and contract modifications can be prepared. Options include, no lighting, solar or hard-wired power. The goal is to balance aesthetics with long term maintenance and cost effectiveness.



MARINA SQUARE

Downtown Park Conceptual Design Update

The conceptual design for Marina Square was presented to the FPRA Board in September and received valuable feedback from both the Board and the community. Building on that input, the City is collaborating with the project consultant to expand the scope of work to include creative parking and mobility solutions, additional opportunities for community engagement, and final design refinements. These efforts will further strengthen the plan and ensure Marina Square becomes a vibrant, connected, and accessible waterfront destination.

Marina Square
FORT PIERCE

1. WATERFRONT PROMENADE
2. CITY TRAM STOPS (2)
3. STORMWATER SWALE
4. SCULPTURE PLAZA
5. HISTORIC GAZEBO
6. VENDOR COLONNADE
7. SUNKEN LAWN AND TERRACES
8. DOWNTOWN CROSSWALK
9. SPLASH PAD
10. INFORMATION CENTER OR VENDOR
11. ADA PARKING
12. MARINA SERVICE AREA
13. EVENT STAGE
14. OPEN LAWN
15. MARINA LOADING ZONE
16. MARINA DOCK
17. PALM GROVE
18. SWING SET
19. SHOWCASE GARDENS
20. DISCOVERY PLAYGROUND
21. DISCOVER DECKS
22. EDUCATIONAL SIGNAGE
23. PUBLIC PARKING
24. VALET PARKING DROP OFF
25. DOG PARK
26. SERVICE AREA FOR RESTROOMS AND VENDOR

FPRA FORT PIERCE REDEVELOPMENT AGENCY

DOWNTOWN FESTIVAL STREET

2nd Street Redevelopment

Following the Friday Fest community engagement event, EXP distributed a community-wide survey to gather additional feedback and input regarding the future vision for Downtown 2nd Street. The survey responses highlighted a wide range of perspectives, reflecting the community's strong interest in shaping the future of this important space.

In an effort to establish a more unified community vision, EXP will develop conceptual designs illustrating two proposed options — one depicting a permanent road closure and the other showcasing a flexible, multi-use roadway. These visual concepts will help residents and stakeholders to better understand the unique opportunities and potential impacts of each option.

To further encourage participation and informed decision-making, EXP is proposing to host an additional community engagement session, targeting a broader range of residents, stakeholders, and business owners. Gathering collaborative and inclusive input is key to shaping a cohesive and forward-thinking vision for the future of Downtown 2nd Street.

We will continue to keep the community informed about any additional engagement opportunities and encourage everyone to stay involved in this exciting process.

OLD ST. ANASTASIA

Master Plan

A public survey is now available for residents, business owners, and stakeholders to provide feedback on potential uses of the Old St. Anastasia building and surrounding parcels. The results from this survey will play an essential role in guiding the initial steps of the planning process, helping to determine how the building can best serve the community and what future uses or developments may be appropriate for the adjacent parcels.

Click the link to complete the survey and share your input:

Old St. Anastasia Master Plan Survey

LINCOLN PARK

Master Plan

The Treasure Coast Regional Planning Council (TCRPC) has partnered with the City of Fort Pierce and the Fort Pierce Redevelopment Agency to develop a comprehensive Master Plan for the Lincoln Park community. This initiative aims to establish a long-term vision that supports sustainable growth, economic development, and improved quality of life for residents and businesses within the district.

The planning process is in its early stages. TCRPC has begun conducting individual interviews with FPRA Board Members and community stakeholders to gather insight into the community's priorities, challenges, and opportunities.

On Wednesday, October 8, 2025, Dana Little from TCRPC attended the "Chat and Chew and Do" group at New Life Christian Fellowship Church. During the meeting, Mr. Little shared an overview of the master planning process, outlining its purpose, goals, and potential benefits for the Lincoln Park area. The session included a productive two-hour discussion focused on the community's concerns, aspirations, and ideas for future improvements.

The interview phase will continue through November 2025, followed by a series of community workshops scheduled for late 2025 and early 2026. These workshops will provide opportunities for residents, business owners, and other stakeholders to actively participate in shaping the vision for Lincoln Park's future.

HIGHWAYMEN MUSEUM

A Celebration of Art and Legacy

During the July meetings of the Fort Pierce Redevelopment Agency and the City Commission, the final four change orders for the Highwaymen Museum renovation were officially approved. These updates include leveling the second floor, constructing a dumpster enclosure, and expanding the parking lot redesign to address elevation issues and prevent water intrusion into the facility. The revised parking lot plans have been approved by Historic Preservation in the Planning Department and are currently under review by the Building Department.

Additionally, renowned artist Anita Prentice has completed four cement mosaic benches, each featuring imagery inspired by the iconic artwork of the Highwaymen—adding a vibrant touch of local history and cultural homage to the museum grounds. Once the exterior work has been completed, the benches will be placed along a meandering paver brick path underneath a huge oak tree.

SUNRISE THEATRE MURAL

Following the community-wide poll that closed on August 28th with over 2,000 votes cast, the mural design by artist **Brian Peterson** received the most votes. His concept brings the magic of the stage outdoors with a radiant sunrise, musicians, dancers, and performers that celebrate the creativity and spirit of the performing arts.

The community's input has played an important role in informing the process, and the FPRA Board will take this feedback into consideration as they make the final decision on the artist and mural design.

Staff held a preliminary site visit with Mr. Peterson, during which he noted that minor design adjustments may be needed to better fit the wall's structure. These early observations will help guide future planning if the project proceeds.

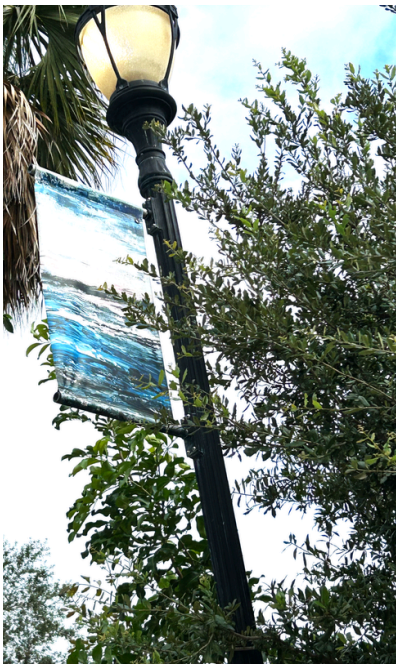
At the November FPRA meeting, staff will share the community's top-selected design and provide a general update on the mural concept for the Board's consideration.

STREETLIGHT POLE BANNER PROGRAM

Youth Banner Art Showcase

The Youth Banner Art Showcase submission period has officially concluded, and we are excited to share that we received an outstanding 80 entries from talented students in kindergarten through 12th grade. Each submission reflects the creativity, imagination, and artistic expression of our local youth, capturing the vibrant spirit and community pride of Fort Pierce.

All submitted artwork will now move into the evaluation phase, where members of the Community Redevelopment Agency Advisory Committee will review and assist in the selection process. Their role will be to thoughtfully assess each piece based on creativity, originality, and how well the artwork represents the character and vision of our community.



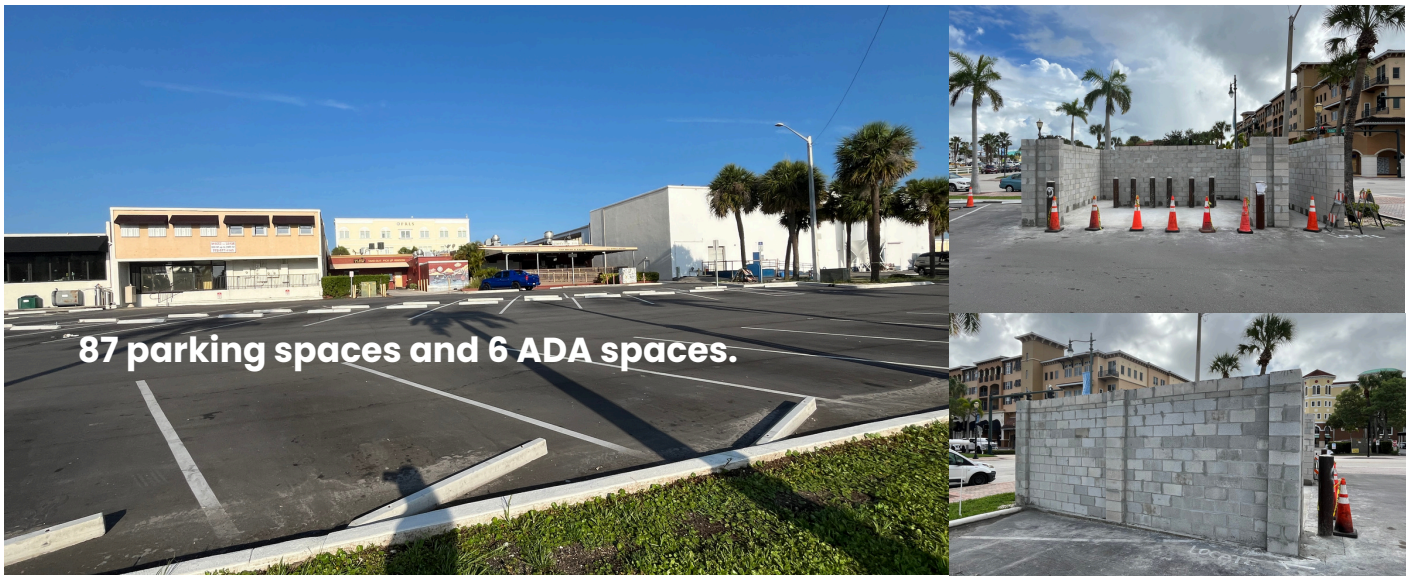
We are grateful for the incredible support received from students, parents, teachers, schools, and local organizations who helped make this initiative a success. Their enthusiasm and collaboration have been instrumental in encouraging young artists to share their talents and contribute to enhancing the visual landscape of our city.

The selected artwork will be featured on new banners that will be proudly displayed throughout the City of Fort Pierce, showcasing the creativity of our youth while celebrating community unity and local talent.

PARKING INFRASTRUCTURE

JCPenney Parking Lot

As part of the ongoing improvements to the Downtown Fort Pierce parking lot, the project is nearing completion, and a final walk-through will be scheduled in the coming weeks.



Delaware Ave. & 33rd St. Intersection Improvements

We are pleased to announce upcoming enhancements coming to the intersection of Delaware Avenue and 33rd Street. In response to community feedback and ongoing efforts to enhance traffic flow and safety, the improvements will provide a smoother, more efficient experience for both drivers and pedestrians.

The engineering design consultant, Kimley-Horn Associates, is moving forward with the preparation of the 90% design plan submittal.

COMMERCIAL FACADE
Grant Program

The program remains a valuable tool for local property and business owners seeking to enhance their buildings' exteriors. Looking ahead, the next round of the Commercial Façade Grant Program is expected to open in early 2026, offering additional opportunities for reinvestment throughout the FPRA District.

Recent success stories continue to highlight the program's impact—such as the completed improvements at 215 N 2nd Street, where an updated porch façade and enhanced landscaping have significantly improved the building's curb appeal.

These targeted investments directly support the FPRA's mission to strengthen commercial corridors, reduce blight, and encourage ongoing private reinvestment.

BEFORE

215 N 2nd Street

AFTER

COMMERCIAL SIGN

Grant Program

The FPRA is continuing to accept applications for the Commercial Façade Sign Program!

This program provides reimbursable grants of up to $5,000 per property to help existing businesses upgrade outdated signage with modern, visually appealing designs. These improvements not only beautify the community but also increase business visibility, helping to attract new customers and strengthen brand identity. Eligible applicants must be businesses located within the FPRA District.

The program is currently open and actively accepting applications, reflecting strong interest and engagement from local property owners. To date, seventeen (17) applications have been approved, resulting in $69,944.30 in financial assistance awarded for signage upgrades and replacements.

Eligible applicants must be businesses located within the FPRA District.

FREEBEE

Your Free Ride Around Town

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.

SERVICE HOURS

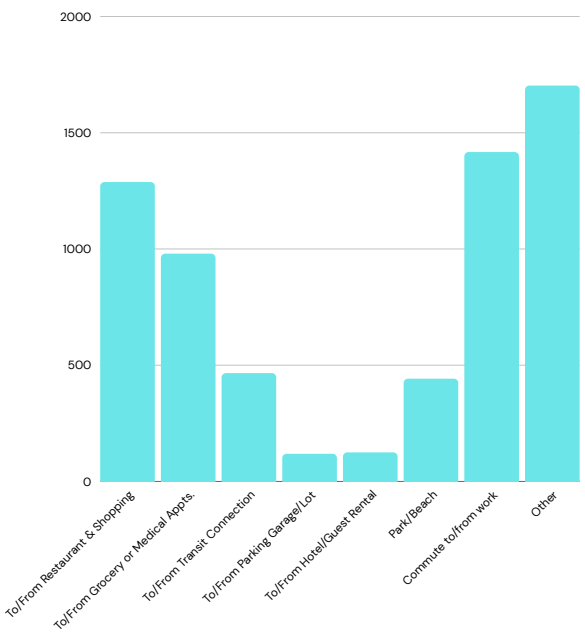
Mon-Wed: 8am-6pm
Thursday: 8am-8pm
Friday: 8am-10pm
Saturday: 10am-10pm
Sunday: 10am-8pm

Contact Us
855.918.3733

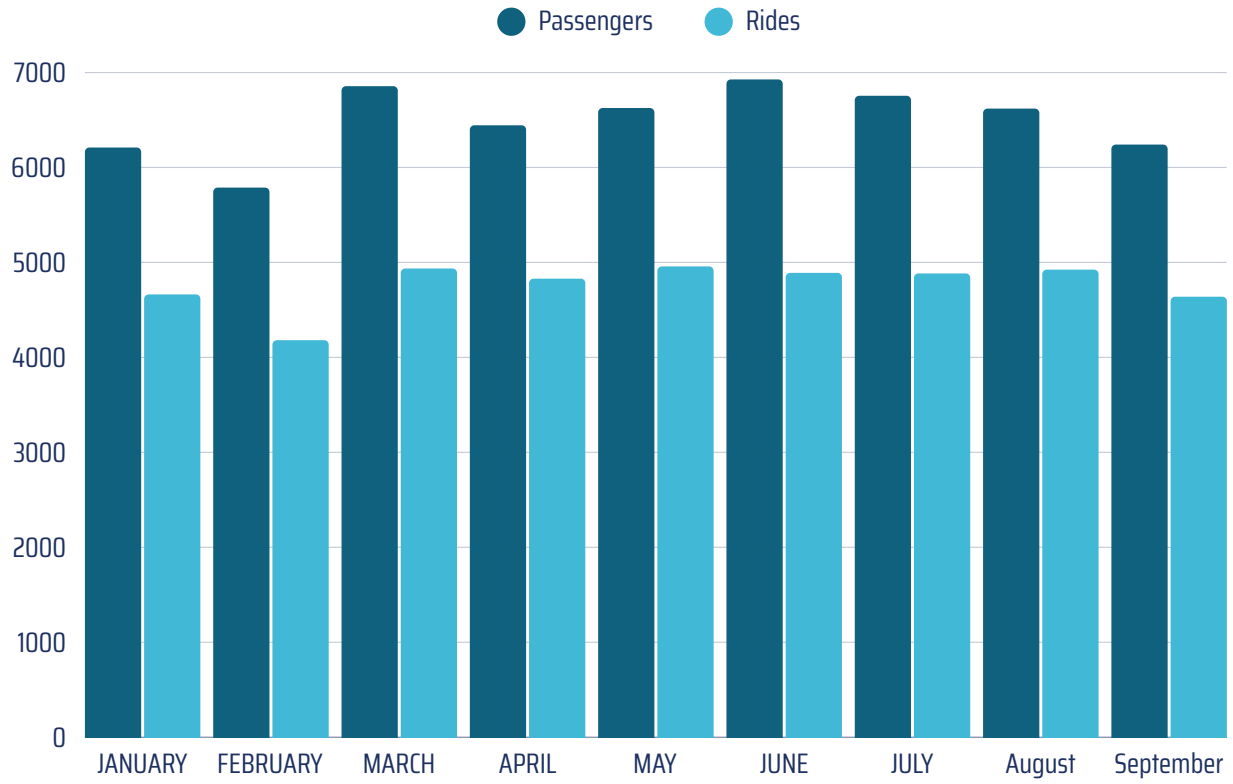
Freebee Ridership Data

Following the July meeting, Freebee launched a ridership survey titled **"What is the purpose of your ride today?"** to better understand how the service is being used. Riders were prompted to select the reason for their trip, whether commuting to work, running errands, attending non-emergency medical appointments, or other purposes.

The data collected is providing valuable insight into rider behavior and helping us identify the percentage of trips tied to specific activities. With this information, we'll be able to more accurately quantify the economic impact of microtransit in Fort Pierce and continue tailoring the service to meet community needs.



PASSENGERS & RIDES EACH MONTH



FREEBEE RIDERSHIP

Average Wait Time (mins)

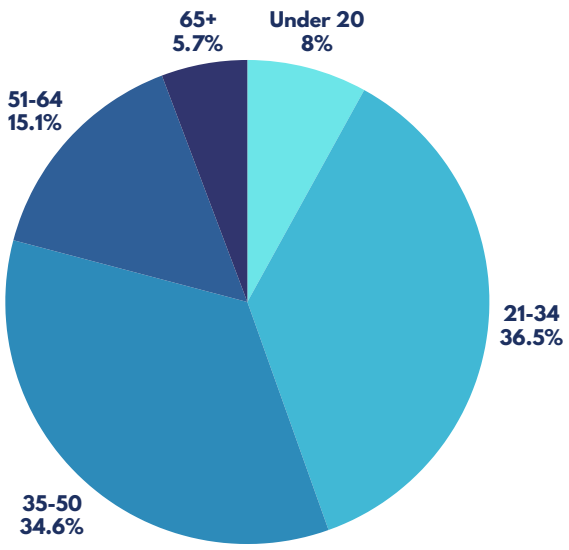
September 2025

23.31

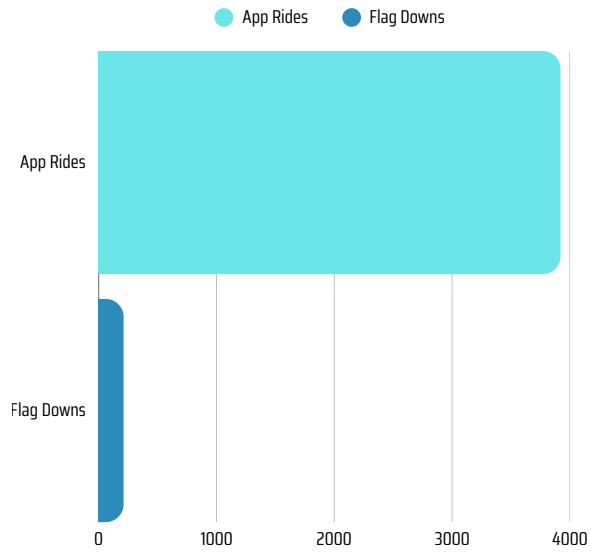
August 2025

25.27

PASSENGER AGE RANGE



RIDES



SUNRISE THEATRE

Request For Proposals

The City of Fort Pierce issued a Request for Proposals (RFP) on Tuesday, January 28, 2025, to identify and establish a partnership with a qualified concessionaire to staff, operate, and program the historic Sunrise Theatre. The deadline for submission of Request for Proposals was March 27, 2025.

This initiative reflects the City's dedication to enhancing the operations and offerings of the Sunrise Theatre while ensuring its long-term financial sustainability. By exploring the option of contracting with an external management entity, the City seeks to bring in fresh ideas, innovative programming, and expanded resources that will elevate the theatre's profile as a vibrant cultural hub.

The City envisions this collaboration introducing dynamic and diverse programming, improving the experience for patrons, and fostering stronger community engagement. The selected partner will align with the values and vision of the Sunrise Theatre, preserving its historical significance while advancing its role as a cornerstone of arts and culture in Fort Pierce.

The City Commission awarded the RFP to the highest ranked respondent, VenuWorks. Staff is still negotiating the terms of the agreement.

VenuWorks

FPRA FORT PIERCE REDEVELOPMENT AGENCY

COMMUNITY POLICING

NORTH 25th STREET

During the month of August 2025, there were a total of 19 FPRA details worked for the North 25th area from Avenue O to Avenue M. There were 66 calls for service during the detail times. Disturbances were the top reasons for the calls.

During this time, 5 case reports were completed.

- Traffic Accident
- Fight
- Burglary
- Disturbance

Table - Calls for service in North 25th Street area

NATURE	FREQUENCY
DISTURBANCE	40
CLOSE PATROL	11
VEHICLE OR TRAFFIC STOP	6
TRAFFIC ACCIDENT	2
CONDUCT INVESTIGATION	2
DOMESTIC TROUBLE	2
FIGHT	1
BURGLARY	1
ASSAULT	1
TOTAL	66

HOURS OF PATROL

Wednesdays
11:00PM – 2:00AM

Saturdays
10:00PM – 2:00AM

Fridays
9:00PM – 2:00AM

Sundays
6:00PM – 11:00PM

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.

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

COMMUNITY POLICING
DOWNTOWN

During the month of August 2025, there were a total of 25 FPRA details working for the Downtown area. There were 71 calls for service during the detail times. The top activities logged were patrols and traffic stops.

During this time, 9 case reports were completed.

- 3 Traffic Accidents
- Assault
- Assist Other Agency
- Disturbance
- Domestic Related
- Stabbing
- Unwelcome Person

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).

Map - Calls for service in Downtown area

CALL NATURE	FREQUENCY
CLOSE PATROL	17
SUSPICIOUS PERSON	8
DISTURBANCE	7
VEHICLE OR TRAFFIC STOP	5
FOOT PATROL OR PARK AND WALK	4
PHONE MESSAGE	4
TRAFFIC ACCIDENT	3
DOMESTIC TROUBLE	3
SUSPICIOUS VEHICLE	2
TRESPASSING COMPLAINT	2
TRAFFIC RELATED	2
ASSAULT	2
SUSPICIOUS INCIDENT	2
UNWELCOME PERSON	2
STABBING	1
UNKNOWN	1
CONDUCT INVESTIGATION	1
ASSIST OTHER AGENCY	1
LARCENY	1
PREMISE ALARM	1
RECKLESS DRIVER	1
SICK/INJURED PERSON	1

HOURS OF PATROL

Fridays

6:30PM – 2:30AM

Saturdays

8:00AM – 2:00PM

3:00PM – 9:00PM

9:00PM – 3:00AM

Sundays

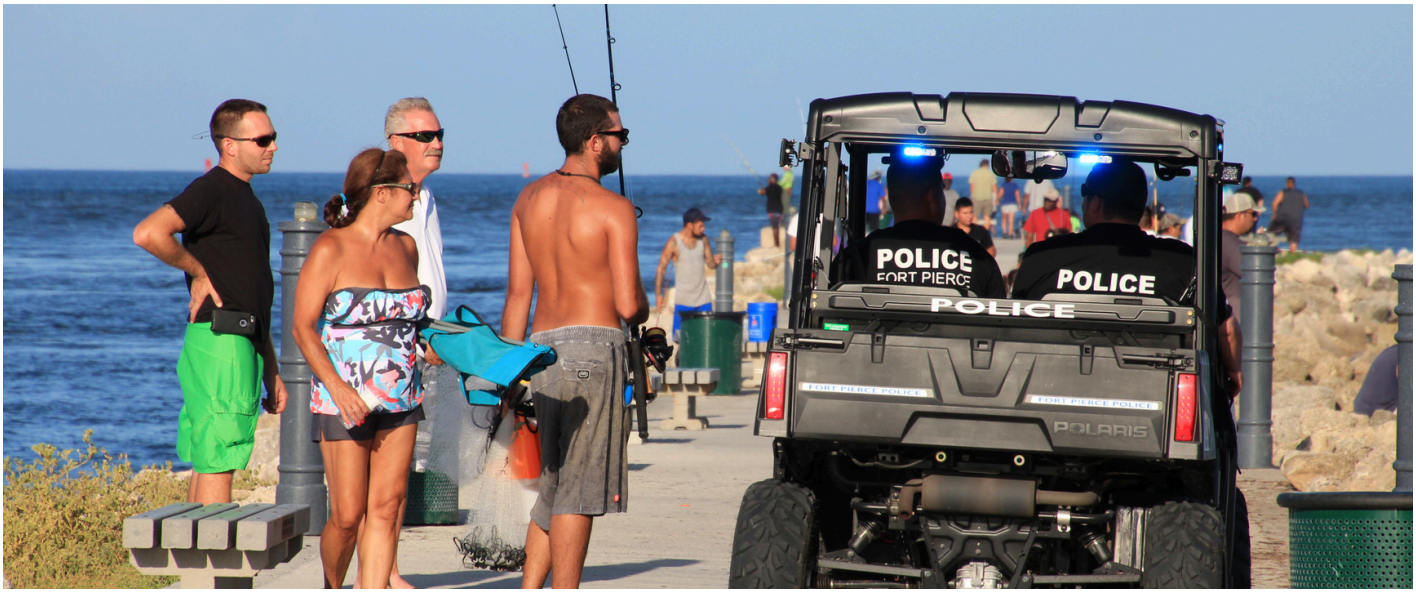
8:00AM – 12:00PM

***Note: Two (2) officers on each shfit.**

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

COMMUNITY POLICING

JETTY PARK



During the month of August 2025, there were a total of 15 FPRA details working for the Jetty Park area. There were 22 calls for service during the detail times.

During this time, 5 case reports were completed.

- Recovered Property
- Unwelcomed Person
- Suicide
- Flagdown
- Disturbance

Table - Calls for service in Jetty Park area

NATURE	FREQUENCY
CLOSE PATROL	7
DISTURBANCE	2
FLAGDOWN	2
CONDUCT INVESTIGATION	1
RECOVERED PROPERTY	1
CHILD ABUSE	1
SUICIDE	1
SICK/INJURED PERSON	1
SUSPICIOUS PERSON	1
UNWELCOME PERSON	1
TRAFFIC ACCIDENT	1
FOOT PATROL OR PARK AND WALK	1
JUVENILE TROUBLE	1
PHONE MESSAGE	1
TOTAL	22

HOURS OF PATROL

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

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.

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

SCHOOL RESOURCE OFFICERS

Saint Lucie School opened up for the 2025-2026 school year on August 11, 2025. SRO'S covered their respected school during the month of August.

SRO Markeis Washington

Dan McCarty Middle School

Officer Washington participated in the tunnel of hope welcome back to Dan McCarty Middle School campus. Dan McCarty Middle School participated in the lock down/fire drills as required by Department of Education. During the month of August Officer Washington completed two school threat investigations that resulted in no threats to the school and keeping the school safe. In addition, during the month of August Officer Washington had two students walk off campus but with the assistance of road patrol and Officer Washington skills and ability to have built connections with her students she was able to have the students return to school grounds with no incident.

SRO Jorge Goz

Chester A. Moore Academy of Success K-8

Chester A Moore is transitioning from an Elementary School into a Kindergarten through 8th grade school. Due to this Officer Goz and the Fort Pierce Police Department are now supporting a school that is compressed of an elementary school and middle school. Officer Goz participated in the tunnel of hope welcome back to Chester A. Moore campus. Chester A. Moore staff and Officer Goz participated in the lock down/fire drills as required by Department of Education. Officer Goz continues to support the school by being part of attendance committee to ensure that all students are attending school and provide families with assistance if needed through partnerships.

*Note: Both SRO's also participated and assisted with there school open house events.

SCHOOL RESOURCE OFFICERS

SRO Markeis Washington and SRO Jorge Goz

As Fort Pierce Police Department continues in develop their SRO unit and the Skills of our SRO's they attended Back to School Training with the Saint Lucie Sheriffs Department, Port Saint Lucie Police Department.

In addition, as both SRO's and the Fort Pierce Police Department partner with Saint Lucie County School District for the safety off all community members, visitors, staff members and students. Both SRO's conducted and thought along side the Fort Pierce Police Department Training Unit Active Aggressor Responds Training to all Officers of the Fort Pierce Police Department and Saint Lucie County Fire District. This training took place prior to school coming back in session and Dan McCarty Middle School was used during the training in order for all involved to familiarizes themselves with the school campus.

*Note: Both SRO's also participated and assisted with there school open house events.

CONTACT US

fpra@cityoffortpierce.com

100 North US Hwy. 1
Fort Pierce, FL 34950

www.choosefortpierce.com