



May 4, 2026

Mr. Richard D. Chess, Executive Director FPRA/City Manager
100 North US 1
Fort Pierce, Florida 34950

RE: FORMAL RESPONSE TO EMAIL REQUEST FOR INFORMATION

Dear Mr. Chess and Members of the FPRA Board,

For the record, thank you for the opportunity to provide additional information in advance of the upcoming FPRA meeting. While my request to present was not granted, I respectfully submit the following to ensure the Board has a complete, accurate, and fact-based understanding of the project status and path forward.

I believe the overall content previously provided is significantly inaccurate; and certain lease provisions and the details outlining specific areas of non-compliance have not been fully included. For clarity and completeness, those provisions should be reintroduced into the record.

Additionally, I request confirmation that all referenced attachments are correct and complete, as there appears to be uncertainty regarding one of the documents previously circulated.

1. Clarification of Scope Modifications

First, I want to clearly correct the record. The previously discussed modification did not eliminate the second floor. Rather, it was a targeted adjustment intended to improve efficiency and cost-effectiveness by:

- Relocating my executive office to the first floor, and
- Eliminating the addition of two unnecessary ADA bathrooms.

Importantly, the **bathroom rough-ins on the second floor have already been completed**, and two bathrooms have been substantially renovated. Adding additional facilities would result in a total of five bathrooms within approximately 8,000 square feet of the second floor of the building, which is not a reasonable or necessary use of resources. These bathrooms do not include the 5 restrooms on the 1st floor.

2. Substantial Work Already Completed (1st floor complete except landlord responsibilities)

Significant construction progress has already been achieved, particularly on the second floor, including:

- Renovation of two bathrooms and new plumbing installation
- Installation of structural steel for the elevator/lift shaft
- Wall repairs, painting, and fire code compliance upgrades
- Construction of four one-hour fire-rated enclosures with compliant doors
- Removal of non-compliant ventilation and replacement with fire-rated assemblies
- Initiation of new electrical systems

Additionally, furniture procurement has already been completed in alignment with the finalized programmatic use of the building.

3. Confirmed Programmatic Use of Second Floor

The second floor remains a critical component of the project and will be utilized as follows:

- ~4,000 SF – Construction Incubator
- ~1,600 SF – Shared Workspace
- ~800 SF – Private Offices
- ~804 SF – Makers/Business Offices
- Breakroom and supporting amenities

There has never been an intent to abandon or remove this portion of the project.

4. Construction Schedule – Critical Dependencies

Attached for your review is the updated construction schedule prepared by the construction team.

This schedule reflects the following key points:

- Phase 1 (First Floor) has been substantially completed with the exception of the HVAC, water damage from the roof leak and mold remediation.
- Phase 2 (Second Floor) includes estimated durations (~84 days), but no executable start date.
- The lift/elevator scope is explicitly dependent on completion of the roof.

Most importantly:

A true and reliable construction schedule cannot be established until the construction team receives final scope, timing, and coordination from the City regarding the HVAC systems and roof.

Roof Clarification

It is important to clearly state that **the roof was never included in our permit or within our scope of work**. We identified and reported that the roof was leaking, which resulted in water intrusion and damage to newly completed construction.

At that point, we were asked to assist in obtaining quotes; however:

- We do **not** intend to assume responsibility for procurement of roofing work;
- **Roof repair and replacement are solely the responsibility of the City (Landlord).**

However, it must be clearly understood. **Installation of the elevator lift cannot proceed until the roof issue has been fully resolved.**

HVAC & Owner Scope

The schedule identifies HVAC-related items as **Owner Responsibility – Should Not Be Included on Permit**, including:

- Electrical rough-ins
- Condensing units
- Mini-split systems
- Roof-mounted units

These are **critical path components** impacting:

- Interior climate readiness
- Inspection sequencing
- Lift installation
- Second-floor completion
- Overall project delivery

5. Construction Sequencing Position (Contractor)

The construction team should **not proceed with Phase 2 (second floor) in a piecemeal or fragmented manner.**

Their professional position is to:

- Complete the elevator shaft and structural requirements first; and
- Then proceed with **full second-floor buildout in a single, continuous phase.**

This approach is necessary to maintain construction efficiency, cost control, and code compliance.

6. Environmental Safety Requirement

Because of the significant leaks from the roof, it must also be noted that **the mold issue must be properly remediated** prior to continued construction activity.

Ensuring **non-toxic air quality** is essential for:

- Worker safety
- Code compliance
- Protection of complete improvements

This is a prerequisite condition to proceeding with construction activities.

7. Permit and Coordination Recommendation

Based on the construction team's professional assessment:

- The current permit expired due to delays outside of tenant control;
- Inclusion of landlord scope created a structural barrier to completion.

Therefore, it is strongly recommended that:

- The Landlord (City/FPRA) shall obtain and maintain a separate permit covering its scope of work, specifically including HVAC, roofing, and mold remediation; and
- All such landlord-controlled items shall be procured, managed, scheduled, and delivered through the City/FPRA's established procurement and funding processes.

This will:

- Allow construction to proceed efficiently under tenant-controlled scope
- Establish clear accountability
- Enable proper sequencing of critical path items

8. Request for Clarification – HVAC and Roofing Procurement

To move this project forward in a timely and coordinated manner, I respectfully request formal clarification from the FPRA regarding procurement requirements.

INC has obtained and submitted qualified quotes for HVAC and roofing; however, it remains unclear whether:

- These quotes may be utilized by the FPRA;
- They comply with FPRA/City purchasing policies; or
- A separate procurement process is required.

Clear direction on this matter is essential to avoid further delay and ensure compliance.

9. Lease Compliance and Prevention of Performance

For clarity and completeness of the record, it is necessary to explicitly identify areas where the FPRA, as Landlord, is not in compliance with its lease obligations and how those deficiencies are materially impacting project completion.

Under Article IX, Section 9.1 of the Lease, the Landlord is responsible for maintaining and repairing critical building systems necessary for occupancy and use, which include, but are not limited to:

- Structural components, including the roof; and
- Building systems such as HVAC are necessary for safe and functional occupancy.

As previously stated, and supported by the construction schedule, both roof repair/replacement and HVAC systems are:

- Expressly Landlord responsibilities under the Lease; and
- Critical path dependencies that directly control the completion of all remaining construction work.

The current conditions demonstrate clear non-compliance with these obligations:

- The roof is actively compromised, resulting in water intrusion and damage to complete improvements;
- The HVAC system has not been delivered, scheduled, or installed, preventing environmental control and final inspections;
- Both items have delayed construction sequencing and prevented project completion.

The roof was never included in the tenant's permitted scope of work. The tenant identified the issue and reported the leak; however, repair and replacement remain solely the responsibility of the Landlord.

10. Financial Position and Commitment

As it relates to financial responsibility, Incubate Neighborhood, Inc. has fully covered the costs associated with all completed construction work to date, demonstrating both capacity and good-faith performance under the Lease. INC remains financially prepared and committed to moving forward, including covering all tenant-related obligations under the lease and associated project costs within its scope. The organization has consistently acted to advance the project despite delays outside of its control and stands ready to proceed immediately upon resolution of landlord-controlled items, including HVAC, roofing, and environmental conditions.

Closing

This project has made meaningful progress and remains fully aligned with its intended purpose as a community-serving business incubator and economic development asset. However, advancement now depends on clear coordination and resolution of City-controlled responsibilities, particularly HVAC, roofing, and environmental remediation.

I respectfully submit this information to support informed decision-making and to ensure the Board has a complete and accurate understanding of the project's status.

Thank you for your time and consideration.

Respectfully,



Canieria Gardner,
Chief Executive Officer,
Incubate Neighborhood Center